



# ESTA BOARD AGENDA

Regular Meeting

Friday, July 10, 2020 at 9:00am

**In accordance with Executive Order N-29-20 the June 12, 2020 meeting will be held virtually.**

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

**Chairperson: Bob Gardner**

**Vice-Chairperson: Jim Ellis**

Board Members:

Cleland Hoff (Mammoth Lakes)  
Karen Schwartz (Bishop)  
Jim Ellis (Bishop)  
Dan Totheroh (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)

Voice recorded public comment: To submit public comment via recorded message, please call 760-872-1901 ext. 12 by 4pm Thursday, July 9<sup>th</sup>. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email [pmoores@estransit.com](mailto:pmoores@estransit.com) by 4pm Thursday, July 9<sup>th</sup> and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.

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

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

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

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

**Call to Order**

**Roll Call**

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

#### **A. Information Agenda**

- A-1 Executive Director Report
  - Reporting on ESTA activities and performance
- A-2 Financial Report
- A-3 Operations Report
- A-4 Bishop Transit Building Architectural and Engineering RFP

#### **B. Action Agenda**

- B-1 Mono County Senior Services Contract
- B-2 Pahrump-Tecopa Route Contract
- B-3 Keeler Dial-a-Ride

#### **C. Consent Agenda**

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

- C-1 Approval of Regular Meeting Minutes of June 26, 2020

#### **D. Board Member Comments**

#### **E. Adjournment**

The next regularly scheduled meeting is August 14, 2020, 11am. Check ESTA website for details on attending the meeting.

## STAFF REPORT

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

### **Safety:**

New bike trailers designed to be more secure arrived and are being put into service. The same day the new bike trailers arrived another bike was ejected from the old trailer. The owner is claiming the bike was worth \$4,600 and the claim is being processed. Hopefully, that was the last one!

### **Administration:**

#### Contracts

The Town and MMSA contracts are submitted and awaiting approval.

#### Funding Report

ESTA was awarded a Caltrans Sustainable Transportation Planning (5304) grant which will help pay for the upcoming Short-Range Transit Plan and Coordinated Human Services Plan. The grant award is \$113,372 and requires matching funds to complete the project. An RFQ will be prepared and issued to elicit interested contractors. Typically, these two plans are created separately, however, there is a cost savings by combining the plans. Public meetings and staff time are used more efficiently with this approach.

## **STAFF REPORT**

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

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The year-to-date roll-up and fund balance reports for the 2019/20 fiscal year are included on the following pages. Reports are as of July 2, 2020. Many payables for this fiscal year are yet to be received.

A year end forecast is included for the board's information:

Operating Revenue is forecasted to be \$5.2 million. Local Transportation Fund (LTF) revenue is expected to be over budget while State Transportation Assistance (STA), Other Agencies Contributions, and Fare Revenue are expected to be less than budgeted resulting in \$236K less revenue than ESTA originally expected.

Operating Expenses are forecasted to be \$4.8 Million. Employee wages are expected to be \$200K less than budget due to Mammoth Mountain Ski Area's early closure, the cancelation of the 2020 Reds Meadow Shuttle and the late start to Lake Basin.

Health insurance rates went down overall and will come in around \$36K under budget. Unemployment Insurance is projected to be \$62K over budget due to an early shoulder season and the cancelation of the Reds Meadow Shuttle. Maintenance costs may come in over budget due to two engine rebuilds. Fuel prices were 29% under budget amounting to \$207K.

ESTA's Capital Replacement contribution was \$159K.

ESTA's forecasted revenue, less Operating Expenses and Capital Replacement Contributions is around \$164K. It is important to note that not all funding sources cover any expense and this forecast could change over the coming months. ESTA's FY 2019-20 books will be open until September or October. Additional CARES funds above the forecasted amount are available if needed.

Capital revenue and expenses were far less than budgeted due to replacement vehicle purchases falling in other fiscal years and the fact that the Bishop Administration Building Project has not yet incurred any costs.

Description  
153299 - EASTERN SIERRA TRANSIT

OPERATING Revenue		FY20/21 Budget	YTD Actual	Variance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4061	LOCAL TRANSPORTATION TAX	1,272,738	1,282,069	(9,331)	101	1,450,366	177,628	Received \$177K unexpected Revenue from Mono LTC
4065	STATE TRANSIT ASST	503,314	132,919	370,395	26	380,000	(123,314)	Expecting less Q4 Revenue, balance of funds expected in September
4301	INTEREST FROM TREASURY	24,000	66,735	(42,735)	278	66,735	42,735	Higher Interest than expected
4498	STATE GRANTS	35,355	35,355	-	100	35,355	-	
4499	STATE OTHER	70,940	35,617	35,323	50	70,940	-	
4555	FEDERAL GRANTS	515,601	228,424	287,177	44	515,601	-	Expecting funds in July and Sept, amount will be higher if we claim CARES funds this FY
4599	OTHER AGENCIES	965,703	745,295	220,408	77	880,693	(85,010)	Ran less hours COVID, LB, Trolley Match (\$43K) was not collected as trolley has not arrived.
4747	INSURANCE PAYMENTS	-	2,510	(2,510)	-	2,510	2,510	
4819	SERVICES & FEES	2,052,468	1,732,822	319,646	84	1,799,704	(252,764)	Fare Revenue is down, outstanding \$61K in MMSA flat fee included in forecast amount
4959	MISCELLANEOUS REVENUE	12,000	14,269	(2,269)	119	14,269	2,269	
	<b>Revenue Total:</b>	<b>5,452,119</b>	<b>4,276,017</b>	<b>1,176,102</b>	<b>78</b>	<b>5,216,174</b>	<b>(235,945)</b>	

Expenditure								
5001	SALARIED EMPLOYEES	1,510,603	1,328,622	181,981	88			
5003	OVERTIME	83,106	55,020	28,086	66			
5005	HOLIDAY OVERTIME	137,696	100,133	37,563	73			
5012	PART TIME EMPLOYEES	416,289	414,008	2,281	99			
	<b>Wages subtotal</b>	<b>2,147,694</b>	<b>1,897,783</b>	<b>249,912</b>		<b>1,927,783</b>	<b>219,912</b>	<b>MMSA closed early, late LB, no Reds</b>
5021	RETIREMENT & SOCIAL SECURITY	51,858	39,608	12,250	76	51,858	-	
5022	PERS RETIREMENT	221,020	186,874	34,146	85	221,020	-	
5031	MEDICAL INSURANCE	306,000	207,848	98,152	68	270,000	36,000	Rates were lower than expected
5043	OTHER BENEFITS	39,398	33,061	6,337	84	39,398	-	
5045	COMPENSATED ABSENCE EXPENSE	146,000	133,675	12,325	92	146,000	-	
5047	EMPLOYEE INCENTIVES	5,753	3,212	2,541	56	5,753	-	
5111	CLOTHING	10,600	840	9,760	8	20,700	(10,100)	New Uniforms
5152	WORKERS COMPENSATION	102,180	101,122	1,058	99	101,122	1,058	
5154	UNEMPLOYMENT INSURANCE	43,000	19,007	23,993	44	105,400	(62,400)	Layoffs due to COVID
5158	INSURANCE PREMIUM	178,580	178,541	39	100	178,580	-	

5171	MAINTENANCE OF EQUIPMENT	613,789	510,492	103,297	83	673,789	(60,000)	Including \$60k that will be capitalized below.
5173	MAINTENANCE OF EQUIPMENT-MATER	19,500	5,922	13,578	30	19,500	-	
5191	MAINTENANCE OF STRUCTURES	11,500	-	11,500	-	11,500	-	
5211	MEMBERSHIPS	2,300	1,239	1,061	54	2,300	-	
5232	OFFICE & OTHER EQUIP < \$5,000	15,500	3,634	11,866	23	15,500	-	
5238	OFFICE SUPPLIES	8,000	6,689	1,311	84	8,000	-	
5253	ACCOUNTING & AUDITING SERVICE	49,750	41,428	8,323	83	49,750	-	
5260	HEALTH - EMPLOYEE PHYSICALS	5,890	5,303	587	90	5,890	-	
5263	ADVERTISING	53,700	29,765	23,935	55	43,700	10,000	
5265	PROFESSIONAL & SPECIAL SERVICE	104,534	72,820	31,714	70	104,534	-	
5291	OFFICE, SPACE & SITE RENTAL	194,648	184,846	9,802	95	194,648	-	
5311	GENERAL OPERATING EXPENSE	60,440	48,469	11,971	80	60,440	-	
5326	LATE FEES & FINANCE CHARGES	-	(27)	27	-	27	(27)	
5331	TRAVEL EXPENSE	14,600	6,523	8,077	45	6,523	8,077	Training cancelled do to COVID
5332	MILEAGE REIMBURSEMENT	32,468	12,602	19,866	39	22,602	9,866	Fewer NEMT Reimbursement Requests
5351	UTILITIES	62,626	53,429	9,197	85	62,626	-	
5352	FUEL & OIL	632,751	385,271	247,480	61	425,271	207,480	Include May and June TOML Estimates
5539	OTHER AGENCY CONTRIBUTIONS	60,000	-	60,000	-	60,000	-	
5901	CONTINGENCIES	74,850	-	74,850	-	-	74,850	Unspent contingency
	<b>Expenditure Total:</b>	<b>5,268,929</b>	<b>4,169,978</b>	<b>1,098,951</b>	<b>79</b>	<b>4,834,215</b>		

TRANSFERS

Expenditure

5798	CAPITAL REPLACEMENT	158,990	158,990	-	100	158,990	-	
	<b>Expenditure Total:</b>	<b>158,990</b>	<b>158,990</b>	<b>-</b>	<b>100</b>	<b>158,990</b>	<b>-</b>	

NET TRANSFERS - 158,990 (158,990)

**Projected Revenue less Projected Expenses & Capital Replacement Transfers:**

**164,041**

Note, not all revenue is available on all expenses. Actual balance will be subject to funding limits. Includes engine rebuild cost shown on the Equipment Line item below

CAPITAL ACCOUNT

Revenue

4066	PTMISEA	278,742	-	278,742	-	-	(278,742)	Didn't start building project or make improvement to the yard
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4067	STATE TRANSIT ASST-CAPITAL	160,952	-	160,952	-	20,000	(140,952)	Didn't start building project
4495	STATE GRANTS - CAPITAL	61,568	61,568	-	100	61,568	-	
4557	FEDERAL GRANTS - CAPITAL	705,957	-	705,957	-	-	(705,957)	Didn't start building project/ trolley hasn't arrived
	<b>Revenue Total:</b>	<b>1,207,219</b>	<b>61,568</b>	<b>1,145,651</b>	<b>5</b>	<b>81,568</b>	<b>(1,125,651)</b>	

Expenditure

5640	STRUCTURES & IMPROVEMENTS	707,071	-	707,071	-	-	707,071	Didn't start building project
5650	EQUIPMENT	101,568	13,388	88,180	13	20,000	81,568	Servers upgrade is complete, LCTOP Electric Vehicles not started
5655	VEHICLES	432,672	58,929	373,743	14	58,929	373,743	\$59K expense shown was for engine rebuilds funds will come out of operating revenue. Budget amount was for a Trolley didn't arrive in FY 19-20 and a bus that arrived in FY 18/19
	<b>Expenditure Total:</b>	<b>1,241,311</b>	<b>72,317</b>	<b>1,168,994</b>	<b>6</b>	<b>78,929</b>	<b>1,162,382</b>	

**Projected Capital Revenue Projected Expenses :**

\$59K Maintenance cost will come out of operating funds. This balance is in ESTA's LCTOP fund for the electric vehicle purchase

61,568

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

Ledger: GL

As of 6/30/2020

Object	Description	Budget	Actual	Encumbrance	Balance	%
<b>Key: 153298 - ESTA - BUDGET</b>						
<b>OPERATING</b>						
Revenue						
Expenditure						
<b>NET OPERATING</b>		0.00	0.00	0.00	0.00	
<b>CAPITAL ACCOUNT</b>						
Revenue						
Expenditure						
<b>NET CAPITAL ACCOUNT</b>		0.00	0.00	0.00	0.00	
<b>Key: 153299 - EASTERN SIERRA TRANSIT</b>						
<b>OPERATING</b>						
Revenue						
4061	LOCAL TRANSPORTATION TAX	1,272,738.00	1,282,069.14	0.00	(9,331.14)	100.73
4065	STATE TRANSIT ASST	503,314.00	132,919.06	0.00	370,394.94	26.40
4301	INTEREST FROM TREASURY	24,000.00	66,735.40	0.00	(42,735.40)	278.06
4498	STATE GRANTS	35,355.00	35,355.00	0.00	0.00	100.00
4499	STATE OTHER	70,940.00	35,617.26	0.00	35,322.74	50.20
4555	FEDERAL GRANTS	515,601.00	228,424.24	0.00	287,176.76	44.30
4599	OTHER AGENCIES	965,703.00	745,295.05	0.00	220,407.95	77.17
4747	INSURANCE PAYMENTS	0.00	2,510.07	0.00	(2,510.07)	0.00
4819	SERVICES & FEES	2,052,468.00	1,732,822.29	0.00	319,645.71	84.42
4959	MISCELLANEOUS REVENUE	12,000.00	14,269.43	0.00	(2,269.43)	118.91
<b>Revenue Total:</b>		5,452,119.00	4,276,016.94	0.00	1,176,102.06	78.42
Expenditure						
5001	SALARIED EMPLOYEES	1,510,603.00	1,328,621.89	0.00	181,981.11	87.95
5003	OVERTIME	83,106.00	55,020.03	0.00	28,085.97	66.20
5005	HOLIDAY OVERTIME	137,696.00	100,132.57	0.00	37,563.43	72.72
5012	PART TIME EMPLOYEES	416,289.00	414,008.01	0.00	2,280.99	99.45
5021	RETIREMENT & SOCIAL SECURITY	51,858.00	39,608.45	0.00	12,249.55	76.37
5022	PERS RETIREMENT	221,020.00	186,874.26	0.00	34,145.74	84.55
5031	MEDICAL INSURANCE	306,000.00	207,848.47	0.00	98,151.53	67.92
5043	OTHER BENEFITS	39,398.00	33,060.53	0.00	6,337.47	83.91
5045	COMPENSATED ABSENCE EXPENSE	146,000.00	133,674.82	0.00	12,325.18	91.55
5047	EMPLOYEE INCENTIVES	5,753.00	3,212.11	0.00	2,540.89	55.83
5111	CLOTHING	10,600.00	839.55	0.00	9,760.45	7.92
5152	WORKERS COMPENSATION	102,180.00	101,122.00	0.00	1,058.00	98.96
5154	UNEMPLOYMENT INSURANCE	43,000.00	19,006.96	0.00	23,993.04	44.20
5158	INSURANCE PREMIUM	178,580.00	178,541.00	0.00	39.00	99.97
5171	MAINTENANCE OF EQUIPMENT	613,789.00	510,492.43	0.00	103,296.57	83.17
5173	MAINTENANCE OF EQUIPMENT-	19,500.00	5,922.28	0.00	13,577.72	30.37
5191	MAINTENANCE OF STRUCTURES	11,500.00	0.00	0.00	11,500.00	0.00
5211	MEMBERSHIPS	2,300.00	1,239.00	0.00	1,061.00	53.86
5232	OFFICE & OTHER EQUIP < \$5,000	15,500.00	3,634.17	0.00	11,865.83	23.44
5238	OFFICE SUPPLIES	8,000.00	6,689.24	0.00	1,310.76	83.61
5253	ACCOUNTING & AUDITING SERVICE	49,750.00	41,427.50	0.00	8,322.50	83.27
5260	HEALTH - EMPLOYEE PHYSICALS	5,890.00	5,303.00	0.00	587.00	90.03
5263	ADVERTISING	53,700.00	29,764.79	0.00	23,935.21	55.42
5265	PROFESSIONAL & SPECIAL SERVICE	104,534.00	72,819.88	0.02	31,714.10	69.66
5291	OFFICE, SPACE & SITE RENTAL	194,648.00	184,846.34	0.00	9,801.66	94.96



COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 6/30/2020

Object	Description	Budget	Actual	Encumbrance	Balance	%
5311	GENERAL OPERATING EXPENSE	60,440.00	48,469.27	0.00	11,970.73	80.19
5326	LATE FEES & FINANCE CHARGES	0.00	(27.06)	0.00	27.06	0.00
5331	TRAVEL EXPENSE	14,600.00	6,523.07	0.00	8,076.93	44.67
5332	MILEAGE REIMBURSEMENT	32,468.00	12,602.41	0.00	19,865.59	38.81
5351	UTILITIES	62,626.00	53,429.24	0.00	9,196.76	85.31
5352	FUEL & OIL	632,751.00	385,271.49	0.00	247,479.51	60.88
5539	OTHER AGENCY CONTRIBUTIONS	60,000.00	0.00	0.00	60,000.00	0.00
5901	CONTINGENCIES	74,850.00	0.00	0.00	74,850.00	0.00
<b>Expenditure Total:</b>		<u>5,268,929.00</u>	<u>4,169,977.70</u>	<u>0.02</u>	<u>1,098,951.28</u>	<u>79.14</u>
<b>NET OPERATING</b>		<u>183,190.00</u>	<u>106,039.24</u>	<u>(0.02)</u>	<u>77,150.78</u>	
<b>NON-OPERATING Revenue</b>						
<b>NET NON-OPERATING</b>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>CAPITAL ACCOUNT Revenue</b>						
4066	PTMISEA	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
<b>Revenue Total:</b>		<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>
<b>Expenditure</b>						
5640	STRUCTURES & IMPROVEMENTS	707,071.00	0.00	0.00	707,071.00	0.00
5650	EQUIPMENT	101,568.00	13,388.35	0.00	88,179.65	13.18
5655	VEHICLES	432,672.00	58,928.70	0.00	373,743.30	13.61
<b>Expenditure Total:</b>		<u>1,241,311.00</u>	<u>72,317.05</u>	<u>0.00</u>	<u>1,168,993.95</u>	<u>5.82</u>
<b>NET CAPITAL ACCOUNT</b>		<u>(34,092.00)</u>	<u>(10,749.05)</u>	<u>0.00</u>	<u>(23,342.95)</u>	
<b>TRANSFERS Revenue</b>						
4798	CAPITAL REPLACEMENT	0.00	158,990.00	0.00	(158,990.00)	0.00
<b>Revenue Total:</b>		<u>0.00</u>	<u>158,990.00</u>	<u>0.00</u>	<u>(158,990.00)</u>	<u>0.00</u>
<b>Expenditure</b>						
5798	CAPITAL REPLACEMENT	158,990.00	158,990.00	0.00	0.00	100.00
<b>Expenditure Total:</b>		<u>158,990.00</u>	<u>158,990.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
<b>NET TRANSFERS</b>		<u>0.00</u>	<u>158,990.00</u>	<u>0.00</u>	<u>(158,990.00)</u>	
<b>153299 Total:</b>		<u>(9,892.00)</u>	<u>95,290.19</u>	<u>(0.02)</u>	<u>(105,182.17)</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
<b>ESTA - EASTERN SIERRA TRANSIT AUTHORI</b>										
1532 EASTERN SIERRA TRANSIT	2,371,131	51,436	23,500	294,671	29,183			2,711,555		2,711,555
1533 ESTA ACCUMULATED	1,385,368							1,385,368		1,385,368
1534 ESTA GENERAL RESERVE	528,609							528,609		528,609
1535 ESTA BUDGET STAB	211,442							211,442		211,442
1536 REDS MEADOW ROAD	111,481							111,481		111,481
6813 JARC-LONE PINE/BISHOP	21,339					3,000		18,339		18,339
6814 JARC-MAMMOTH EXPRESS	44,960			1,986				46,946		46,946
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	12,261					15,500		(3,239)		(3,239)
6821 BISHOP YARD-ESTA	123					5,000		(4,877)		(4,877)
6822 LCTOP-ELECTRIC VEHICLE	89,506							89,506		89,506
6823 PTMISEA-CAPITAL PROJECT						1		(1)		(1)
6824 ESTA-LCTOP	3,208			200				3,408		3,408
<b>ESTA Totals</b>	<b>4,784,633</b>	<b>51,436</b>	<b>23,500</b>	<b>296,857</b>	<b>29,183</b>	<b>23,501</b>		<b>5,103,742</b>		<b>5,103,742</b>
<b>Grand Totals</b>	<b>4,784,633</b>	<b>51,436</b>	<b>23,500</b>	<b>296,857</b>	<b>29,183</b>	<b>23,501</b>		<b>5,103,742</b>		<b>5,103,742</b>

**STAFF REPORT**

**Subject: Operations Report May 2020**  
**Presented by: Phil Moores, Executive Director**

**Executive Summary**

Overall ridership decreased by 82% in May compared to last year, but up slightly from a 92% decrease in April. Bishop DAR performed best with a 58% decrease. Road calls (0) and customer comments (0), customer compliment (1), Bishop DAR, and preventable accidents (0) met the monthly goals. We missed 29 trips better than the 54 trips in April due to driver shortages, mechanicals, and Covid-19 related absence. 300 hours of service cancelled better than the 1,813 hours of service in April.

**MONTHLY OPERATIONS REPORT**

	May-20	Apr-20	Percent Change	May-19	Percent Change
<b>PASSENGERS</b>					
Adult	4,490	3,851	16.6%	26,180	-82.8%
Senior	788	780	1.0%	2,014	-60.9%
Disabled	223	270	-17.4%	938	-76.2%
Wheelchair	74	56	32.1%	294	-74.8%
Child	121	97	24.7%	3,053	-96.0%
Child under 5	53	38	39.5%	492	-89.2%
<b>Total Passengers</b>	<b>5,749</b>	<b>5,092</b>	<b>12.9%</b>	<b>32,971</b>	<b>-82.6%</b>
<b>FARES</b>	<b>\$9,330.70</b>	<b>\$7,820.05</b>	<b>19.3%</b>	<b>\$37,021.30</b>	<b>-74.8%</b>
<b>SERVICE MILES</b>	<b>44,741</b>	<b>45,151</b>	<b>-0.9%</b>	<b>62,184</b>	<b>-28.1%</b>
<b>SERVICE HOURS</b>	<b>2,851</b>	<b>3,203</b>	<b>-11.0%</b>	<b>3,587</b>	<b>-20.5%</b>
<b>Passengers per Hour</b>	<b>2.02</b>	<b>1.59</b>	<b>26.9%</b>	<b>9.19</b>	<b>-78.1%</b>

<b>RIDERSHIP COMPARISON</b>				
<b>REPORT MONTH - THIS YEAR/LAST YEAR</b>				
<b>Route</b>	<b>May-20</b>	<b>May-19</b>	<b>Variance</b>	<b>% Change</b>
Mammoth Express	110	430	-320	-74.4%
Lone Pine Express	163	302	-139	-46.0%
Lone Pine DAR	216	367	-151	-41.1%
Tecopa	4	8	-4	-50.0%
Walker DAR	18	137	-119	-86.9%
Bridgeport to G'Ville	6	11	-5	-45.5%
Benton to Bishop	2	29	-27	-93.1%
Bishop DAR	1,523	3,635	-2,112	-58.1%
Nite Rider	78	379	-301	-79.4%
Mammoth FR	3,403	24,209	-20,806	-85.9%
Mammoth DAR	49	566	-517	-91.3%
Reno	95	689	-594	-86.2%
Lancaster	82	525	-443	-84.4%
<b>TOTALS</b>	<b>5,749</b>	<b>32,971</b>	<b>-27,222</b>	<b>-82.6%</b>

<b>PASSENGERS PER SERVICE HOUR</b>				
<b>REPORT MONTH - THIS YEAR/LAST YEAR</b>				<b>PAX MILES/</b>
<b>Route</b>	<b>May-20</b>	<b>May-19</b>	<b>% Change</b>	<b>SVC HOUR</b>
Mammoth Express	1.40	5.20	-73.2%	
Lone Pine Express	1.69	2.86	-41.1%	
Lone Pine DAR	1.54	2.37	-34.9%	
Tecopa	0.43	0.74	-42.0%	
Walker DAR	0.17	0.83	-79.6%	
Bridgeport to G'Ville	0.38	0.59	-36.6%	
Benton to Bishop	0.22	1.87	-88.2%	
Bishop DAR	2.16	3.98	-45.6%	
Nite Rider	1.63	5.53	-70.6%	
Mammoth FR	2.86	19.09	-85.0%	
Mammoth DAR	0.29	2.96	-90.2%	
Reno	0.64	2.41	-73.4%	233.10
Lancaster	0.60	2.24	-73.1%	202.81
<b>Total</b>	<b>2.02</b>	<b>9.19</b>	<b>-78.1%</b>	

Route	Fares	Adults	Snr	Dis	W/C	Child	Free	Total Pax	Yd Hrs	Svc Hours	Yd Mi	SVC MILES	AVG FARE	REV/SVC MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI
<b>May-20</b>																	
Mammoth Express	\$594.00	106	3	0	0	0	1	110	88	79	3,542	3,468	5.40	.17	1.40	44.9	0.03
Lone Pine Express	\$842.75	95	57	7	0	4	0	163	114	97	4,594	4,415	5.17	.19	1.69	47.6	0.04
Lone Pine DAR	\$684.60	15	167	26	7	1	0	216	147	140	1,394	1,363	3.17	.50	1.54	10.0	0.16
Tecopa	\$20.00	0	4	0	0	0	0	4	9	9	237	237	5.00	.08	.43	25.4	0.02
Walker DAR	\$65.10	12	6	0	0	0	0	18	116	107	1,130	441	3.62	.15	.17	10.6	0.04
Bridgeport to G'Ville	\$33.00	0	0	6	0	0	0	6	21	16	409	279	5.50	.12	.38	25.7	0.02
Benton to Bishop	\$12.00	2	0	0	0	0	0	2	16	9	769	404	6.00	.03	.22	85.0	0.00
Specials	\$0.00	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A			
Bishop DAR	\$3,668.40	757	497	15	62	4	52	1,523	760	704	6,104	5,322	2.41	.69	2.16	8.7	0.29
Nite Rider	\$364.20	62	1	10	5	0	0	78	49	48	524	524	4.67	.70	1.63	10.9	0.15
Mammoth FR	\$0.00	3,288	0	3	0	112	0	3,403	1,232	1,189	15,592	15,090	N/A	N/A	2.86	13.1	0.23
Mammoth DAR	\$137.40	33	6	10	0	0	0	49	173	169	481	406	2.80	.34	.29	2.8	0.12
Reno	\$1,760.50	60	34	1	0	0	0	95	159	148	6,773	6,674	18.53	.26	.64	45.7	0.01
Lancaster	\$1,148.75	60	13	9	0	0	0	82	147	136	6,197	6,118	14.0	.19	.60	45.5	0.01
MMSA	\$0.00	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A			
<b>Total</b>	<b>\$9,330.70</b>	<b>4,490</b>	<b>788</b>	<b>223</b>	<b>74</b>	<b>121</b>	<b>53</b>	<b>5,749</b>	<b>3,030</b>	<b>2,851</b>	<b>47,746</b>	<b>44,741</b>	<b>1.62</b>	<b>.21</b>	<b>2.02</b>	<b>16.7</b>	<b>0.13</b>
<b>May-19</b>																	
Mammoth Express	\$2,012.00	381	37	3	2	4	3	430	96	83	3,810	3,720	4.68	.54	5.20	46.1	0.12
Lone Pine Express	\$1,635.75	194	75	20	3	8	2	302	127	105	5,296	4,802	5.42	.34	2.86	50.2	0.06
Lone Pine DAR	\$936.80	22	173	74	15	83	0	367	162	155	1,428	1,425	2.55	.66	2.37	9.2	0.26
Tecopa	\$40.00	0	8	0	0	0	0	8	11	11	299	299	5.00	.13	.74	27.6	0.03
Walker DAR	\$384.60	11	9	109	0	8	0	137	176	165	723	514	2.81	.75	.83	4.4	0.27
Bridgeport to G'Ville	\$81.50	0	2	9	0	0	0	11	22	19	570	300	7.41	.27	.59	30.8	0.04
Benton to Bishop	\$161.00	3	15	11	0	0	0	29	29	16	1,265	646	5.55	.25	1.87	81.6	0.04
Specials	\$0.00	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A			
Bishop DAR	\$8,380.40	1,162	1,385	604	258	55	171	3,635	999	913	9,991	9,243	2.31	.91	3.98	10.9	0.39
Nite Rider	\$1,509.00	283	15	51	12	9	9	379	69	69	961	935	3.98	1.6	5.53	14.0	0.41
Mammoth FR	\$0.00	21,567	0	3	0	2,639	0	24,209	1,317	1,268	16,445	15,821	N/A	N/A	19.09	13.0	1.53
Mammoth DAR	\$838.00	267	6	0	0	0	293	566	192	191	747	667	1.48	1.26	2.96	3.9	0.85
Reno	\$13,096.00	489	126	37	1	36	0	689	309	286	12,526	11,989	19.0	1.09	2.41	43.8	0.06
Lancaster	\$7,466.25	393	99	16	3	5	9	525	261	235	11,190	11,037	14.22	.68	2.24	47.7	0.05
MMSA	\$0.00	1,069	0	0	0	131	0	1,200	38	37	542	511	.00	.00	32.88	14.8	2.35
<b>Total</b>	<b>\$37,021.30</b>	<b>26,180</b>	<b>2,014</b>	<b>938</b>	<b>294</b>	<b>3,053</b>	<b>492</b>	<b>32,971</b>	<b>3,846</b>	<b>3,587</b>	<b>66,085</b>	<b>62,184</b>	<b>1.12</b>	<b>.60</b>	<b>9.19</b>	<b>18.4</b>	<b>0.53</b>

VARIANCE BY ROUTE (RAW NUMBERS) – May 2020 to May 2019																	
ROUTES	FARES	ADULTS	SNR	DIS	W/C	CHILD	FREE	TOTAL PAX	YD HOURS	SVC HOURS	YD MILES	SVC MILES	AVG FARE	REV/SV C MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI
Mammoth Express	-\$1,418.00	-275	-34	-3	-2	-4	-2	-320	-7	-4	-268	-252	0.72	-0.37	-3.80	-1.14	-0.08
Lone Pine Express	-\$793.00	-99	-18	-13	-3	-4	-2	-139	-14	-9	-702	-387	-0.25	-0.15	-1.18	-2.67	-0.03
Lone Pine DAR	-\$252.20	-7	-6	-48	-8	-82	0	-151	-16	-15	-34	-62	0.62	-0.16	-0.83	0.74	-0.10
Tecopa	-\$20.00	0	-4	0	0	0	0	-4	-2	-2	-62	-62	0.00	-0.05	-0.31	-2.21	-0.01
Walker DAR	-\$319.50	1	-3	-109	0	-8	0	-119	-61	-59	407	-73	0.81	-0.60	-0.66	6.23	-0.23
Bridgeport to G'Ville	-\$48.50	0	-2	-3	0	0	0	-5	-1	-3	-161	-21	-1.91	-0.15	-0.22	-5.11	-0.02
Benton to Bishop	-\$149.00	-1	-15	-11	0	0	0	-27	-13	-6	-496	-242	0.45	-0.22	-1.65	3.36	-0.04
Bishop DAR	-\$4,712.00	-405	-888	-453	-196	-51	-119	-2112	-239	-210	-3887	-3921	0.10	-0.22	-1.81	-2.26	-0.11
Nite Rider	-\$1,144.80	-221	-14	-41	-7	-9	-9	-301	-20	-21	-437	-411	0.69	-0.92	-3.91	-3.11	-0.26
Mammoth FR	\$0.00	-18279	0	0	0	-2527	0	-20806	-84	-79	-853	-731	N/A	N/A	-16.23	0.15	-1.30
Mammoth DAR	-\$700.60	-234	0	10	0	0	-293	-517	-19	-22	-266	-261	1.32	-0.92	-2.67	-1.07	-0.73
Reno	-\$11,335.50	-429	-92	-36	-1	-36	0	-594	-150	-138	-5753	-5315	-0.48	-0.83	-1.77	1.84	-0.04
Lancaster	-\$6,317.50	-333	-86	-7	-3	-5	-9	-443	-114	-99	-4993	-4919	-0.21	-0.49	-1.63	-2.16	-0.03
MMSA	\$0.00	-1,069	0	0	0	-131	0	-1,200	-38	-37	-542	-511					

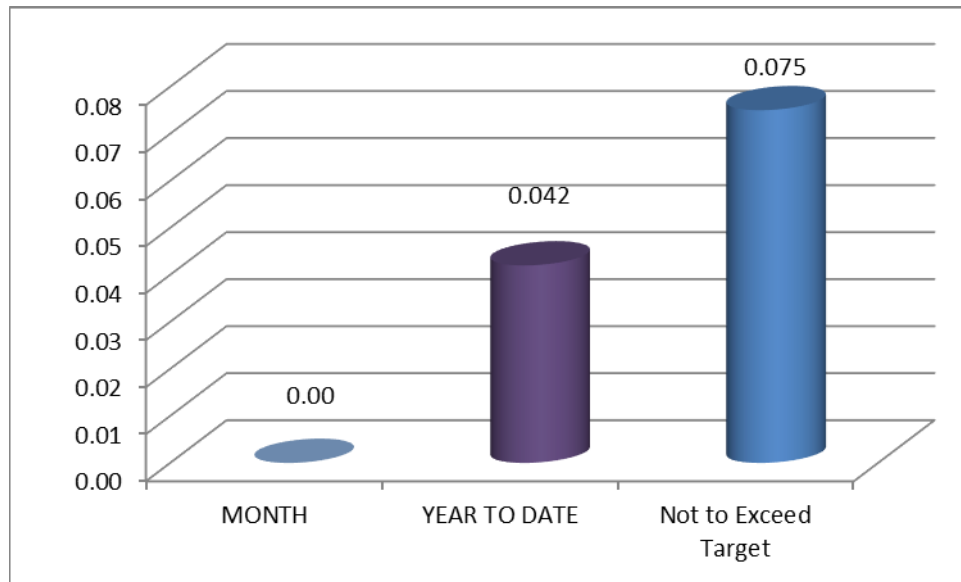
VARIANCE BY ROUTE (PERCENTAGE) – May 2020 to May 2019																	
ROUTES	FARES	ADULTS	SNR	DIS	W/C	CHILD	FREE	TOTAL PAX	YD HOURS	SVC HOURS	YD MILES	SVC MILES	AVG FARE	REV/SV C MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI
Mammoth Express	-70%	-72%	-92%	-100%	-100%	-100%	-67%	-74%	-8%	-5%	-7%	-7%	15%	-68%	-73%	-2%	-73%
Lone Pine Express	-48%	-51%	-24%	-65%	-100%	-50%	-100%	-46%	-11%	-8%	-13%	-8%	-5%	-44%	-41%	-5%	-41%
Lone Pine DAR	-27%	-32%	-3%	-65%	-53%	-99%		-41%	-10%	-10%	-2%	-4%	24%	-24%	-35%	8%	-38%
Tecopa	-50%		-50%					-50%	-14%	-14%	-21%	-21%	0%	-37%	-42%	-8%	-37%
Walker DAR	-83%	9%	-33%	-100%		-100%		-87%	-34%	-36%	56%	-14%	29%	-80%	-80%	142%	-85%
Bridgeport to G'Ville	-60%		-100%	-33%				-45%	-6%	-14%	-28%	-7%	-26%	-56%	-37%	-17%	-41%
Benton to Bishop	-93%	-33%	-100%	-100%				-93%	-46%	-42%	-39%	-37%	8%	-88%	-88%	4%	-89%
Bishop DAR	-56.2%	-34.9%	-64.1%	-75.0%	-76.0%	-92.7%	-69.6%	-58.1%	-23.9%	-23.0%	-38.9%	-42.4%	4.5%	-24.0%	-45.6%	-20.7%	-27.2%
Nite Rider	-76%	-78%	-93%	-80%	-58%	-100%	-100%	-79%	-29%	-30%	-45%	-44%	17%	-57%	-71%	-22%	-63%
Mammoth FR		-85%		0%		-96%		-86%	-6%	-6%	-5%	-5%	N/A	N/A	-85%	1%	-85%
Mammoth DAR	-84%	-88%	0%				-100%	-91%	-10%	-11%	-36%	-39%	89%	-73%	-90%	-27%	-86%
Reno	-87%	-88%	-73%	-97%	-100%	-100%		-86%	-48%	-48%	-46%	-44%	-3%	-76%	-73%	4%	-75%
Lancaster	-85%	-85%	-87%	-44%	-100%	-100%	-100%	-84%	-44%	-42%	-45%	-45%	-1%	-72%	-73%	-5%	-72%
MMSA		-100%				-100%		-100%	-100%	-100%	-100%	-100%					

## Customer Comments

There was 1 comment received for the month of May 2020.

- 5/29: A frequent Bishop DAR rider called to compliment all of the drivers about the extra care and patience they have had with the senior population during COVID-19, and that ESTA has kept services running so that she can still get to the hospital and grocery stores.

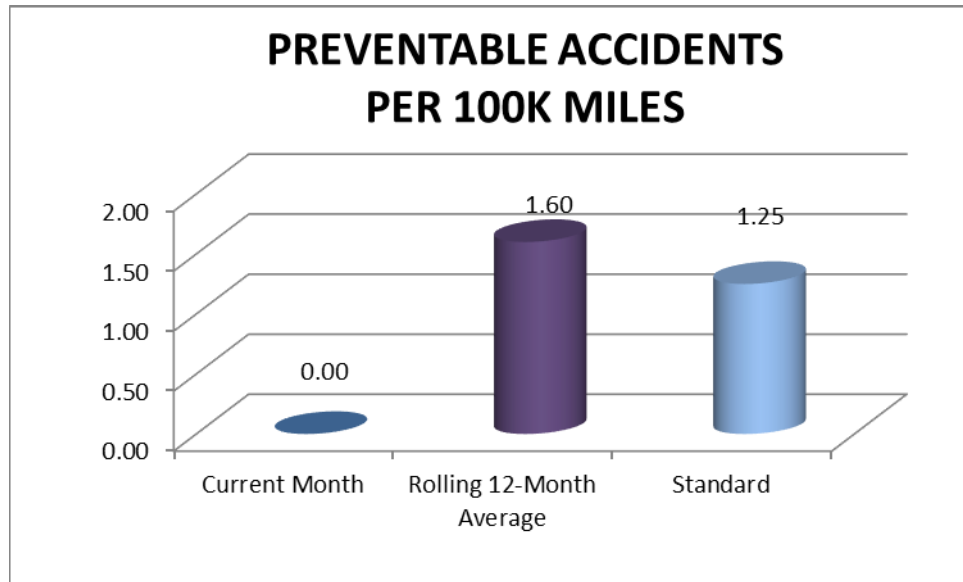
### COMPLAINTS PER 1,000 PASSENGERS



## Accident/Incidents

There were no preventable accidents in May 2020.





**Road Call Frequency**

There were no road calls during the month of May 2020 where a service vehicle had to be called to repair in place or tow a transit vehicle. There were 8 vehicle exchanges during the month of May 2020 due to mechanical issues requiring a replacement transit vehicle be placed into service. The year to date average Road Call frequency is 0.50 per 100,00 miles.

Date	Road Calls	Bus Exchange	Miles	Road Calls / 100K Miles	Year to Date Avg.
Jun-19	1	8	65973	1.52	
Jul-19	1	16	105637	0.95	
Aug-19	0	11	109797	0.00	
Sep-19	0	12	72042	0.00	
Oct-19	1	8	68833	1.45	
Nov-19	0	8	66663	0.00	
Dec-19	0	6	86491	0.00	
Jan-20	0	5	89448	0.00	0.75
Feb-20	0	8	82099	0.00	0.65
Mar-20	0	9	78591	0.00	0.65
Apr-20	1	5	48167	2.08	0.63
May-20	0	8	47746	0.00	0.50

**Missed Runs**

There were 10 missed/late runs in May 2020.

- 5/6: Walker DAR reduced hours due to staffing.
- 5/12: Walker DAR no service due to staffing.
- 5/12: Town Trolley missed 1 run due to mechanical issue. (flat tire)
- 5/13: Walker DAR reduced hours due to staffing.
- 5/19: Walker DAR no service due to staffing.

- 5/20: Walker DAR reduced hours due to staffing.
- 5/22: Town Trolley missed 1 run due to mechanical issue. (electrical)
- 5/26: Walker DAR no service due to staffing.
- 5/26: Town Trolley missed 1 run due to mechanical issue. (check engine)
- 5/27: Walker DAR reduced hours due to staffing.

### **COVID-19 Service Reductions/Cancelations**

- Bishop Dial-a-Ride: 228 hours of service reduced.
- 395 North (Bishop-Reno): 10 runs cancelled.
- 395 South (Bishop-Lancaster): 9 runs cancelled.
- Night Trolley: 72 hours of service reduced.

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

May 2020			
		PERCENT	GOAL
<b>IMMEDIATE RESPONSE TRIPS</b>			
Total Trips:	1,234	90.6%	
Average Wait Time (min.):	9		< 20 Minutes
Trips > 30 Minute Wait:	11	0.9%	< 5%
<b>ADVANCE RESERVATION TRIPS</b>			
Total Trips:	128	9.4%	
On Time Trips (± 10 min.)	113	88.3%	
<b>TOTAL SCHEDULED TRIPS</b>			
No-Shows Including Checkpoints	187	13.7%	
No-Shows Excluding Checkpoints	57	4.2%	
Cancellations	46	3.4%	

## Staff Report

To: ESTA Board of Directors  
Prepared By: Phil Moores, ESTA Executive Director  
Subject: Bishop Transit Operations Building RFP

### **Background:**

This request for proposals (RFP) is designed to elicit responses from architectural and engineering (A&E) firms interested in providing plans for the Bishop Transit Operations Building. A Request for Information was issued in March that resulted in a cost estimate 2.5 times our budget for A&E planning. This RFP was prepared with assistance from Inyo County staff Ashley Helms and Greg Waters. Their expert contributions helped to pare down the scope of the RFP which relates to price reductions in the responses.

### **Recommendation:**

Information item.



**Eastern Sierra Transit Authority (ESTA)**  
Request for Proposal for Architectural and Engineering Services for  
The Eastern Sierra Transit Authority  
Transit Operations Facility Project

Due Date: September 10, 2020 at 4:00 pm

Request for Proposal for Architectural and Engineering Services for  
The Eastern Sierra Transit Authority  
Transit Operations Facility Project

**Objectives and Scope of Services**

The Eastern Sierra Transit Authority (ESTA) is seeking proposals for Architectural and Engineering services for a Transit Operations Facility Project. The project involves the design and engineering of a construction project that includes a 2,500 sq. ft. transit operations building, grading, paved parking lot, utilities, water runoff, septic, maintenance container electricity, and landscaping.

**Background Information:**

ESTA's operations in the Bishop region are currently based out of ESTA's existing transit facility, which is located at the Eastern Sierra Regional Airport at 703 Airport Road in the Industrial Zone in Bishop (37.221311<sup>o</sup> N, 118.215923<sup>o</sup> W). The planned Transit Operations Facility is located on the southern side of the middle airport access road, east of the current bus parking area. The Transit Operations Facility site consists of approximately 24,120 square feet. The area is currently disturbed undeveloped land and sits adjacent to the bus yard.

ESTA has been approved for FTA 5339 grant funds to design and engineer, as well as construct improvements at the Bishop Transit Operations Facility Project.

**Scope of Services**

The scope defines ESTA's requirements for delivering services for the final design, architectural and engineering, and construction bid documents of the proposed ESTA Bus Operations Facility and providing the necessary services to bring the project to fruition. The proposed scope itemizes the various tasks and subtasks to develop a level of detail on each task that shall lead to providing a functional facility.

The scope of services comprises two major tasks, discussed on the following pages:

Final Plan, Specifications, and Contract Bid Documents

- Task 1: Final Plan and Specifications
- Task 2: Construction Bid Documents

## **TASK 1: FINAL PLAN and SPECIFICATIONS**

The preliminary draft plans shall be further developed and the Design Team shall identify appropriate design criteria, costs and existing conditions that shall affect the design and construction of the facility. Preliminary draft plans for the building have been prepared and are included in Exhibit 1. The draft plans describe the building floor plan. A site survey will be conducted. The Design Team shall generate final building and site plans identifying the building and site improvement issues. A cost estimate based on the final plan design shall be part of the overall final plan submittal to ESTA.

### 1.1 Conceptual design review

The Design team will review the preliminary draft plans prepared by Inyo County staff (Exhibit 1). Any adjustments required to the draft plans will be discussed with ESTA staff before integrating into the final plans.

### 1.2 Field Topo/Utility Survey of Selected Site

A surveyor shall be contracted by the Design Team to provide current topographic surveys of the proposed site based on the most current USGS data. Additional survey information that shall be required by the project shall be identified by the Design Team and shall be gathered by whatever additional survey efforts are necessary. Utility locations are to be identified, as well as any restrictions that may be attached to the proposed site. As part of the overall effort, the Design Team is to study existing site conditions to identify possible site issues that may affect locations of new structures. The Design Team shall verify (or perform) measurements on the survey and provide documentation to the Project Manager.

### 1.3 Final Plans

The final plans shall provide sufficient detail to be able to show the building in relation to other physical features on the site. The plans shall have sufficient detail to provide information on the recommended location and sizes of:

- offices,
- hallways,
- conference rooms,
- server room(s),
- fare counting room,
- employee break areas,
- dispatch areas,
- restrooms,
- general storage rooms,
- vehicle parking/storage,
- utility areas,
- public access

### 1.4 Cost Estimates and Milestone Schedule

The Design Team shall provide cost estimates to quantify the future construction costs, and project milestones.

### 1.5 Final Plan Submittal

The final subtask shall be to prepare the final plan package for ESTA review and approval. Three copies of the final plan and one copy in electronic format shall be delivered to ESTA for distribution. ESTA shall receive a drawing package, and a cost estimate for the facility.

### 1.6 ESTA Review

ESTA will review the final plan submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

### TASK 1 DELIVERABLES:

- Site survey
- Final building and site plans
- Cost Estimate and Milestone Schedule

## **TASK 2: CONSTRUCTION BID DOCUMENTS**

Task 2 shall include the completion of all construction specifications and plan in conformance with the previously approved final plans that shall permit construction contractors to bid competitively.

### 1.1 Contract Documents

Contract bid documents shall provide complete descriptions of work involving the architectural, civil, structural, mechanical, electrical, special systems, landscaping components and all other drawings noted in the design development task of the proposed improvements. The documents shall describe, locate and dimension, as well as give the physical properties, workmanship requirements, performance characteristics and other pertinent information relating to each component. Any required construction methodology and sequencing as well as special provisions due to phasing requirements shall be described.

The design disciplines are described below:

- Site, civil and utility design: Work under this discipline completes the development of site geometry, the preparation of contract drawings for access points as they interface within the master plan of the area, site grading, pavement design, utilities, septic tank and leech field, drainage, fencing, maintenance container electricity, and connections to existing utilities. The site drawings shall present placement of curbs,

driveways, street improvements, fencing, gates and other security and safety features.

- Landscape design: The materials that shall be selected to landscape the perimeter of the site shall be chosen to ease the visual impact of the hard surfaces of the facility and present a pleasing appearance. Careful consideration to water conservation and natural foliage is expected.
- Electrical engineering: Electrical design work shall include finalization of power, communication, and lighting requirements and design of an efficient electrical distribution system for the new building. A detailed lighting plan shall be provided that depicts lighting type, areas of illumination and light intensity. Also provide a plan for providing electricity to the two maintenance containers.
- Specifications: A set of construction specifications, together with the standard bidding and contract documents, general conditions and special provisions shall be prepared.

### 1.2 Construction Cost Estimates and Schedule

A complete construction estimate shall be prepared and submitted to ESTA for each scheduled submission in conjunction with the writing of the contract specifications. Each cost estimate shall contain an itemized list of materials and methods used on the project, along with the associated unit and installation costs. The estimates shall be based upon standard bid items and formats and shall be used as a standard against which all bids shall be evaluated. A detailed construction schedule, in critical path format, shall be developed and provided to ESTA to assist in controlling the construction schedule and budget.

### 1.3 Permitting and Review

The Design Team shall review the design with ESTA and other agencies having jurisdiction over the necessary permits for the project. The design shall also be reviewed with suppliers of utility services to develop the construction documents and permit requirements. The Design Team consultant shall coordinate and furnish documentation required for approvals, permits, utility service and connections, and the relocation of existing utilities and other facilities. Following receipt of comments from the various reviewing agencies, the Design Team shall make all necessary revisions to the documents to receive permit approvals and acquire the permits before construction begins.

### 1.4 ESTA Review



ESTA will review the contract bid documents submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing that the project be let for bidding.

**TASK 2 DELIVERABLES:**

- Drawings
- Specifications
- Cost estimate
- Project schedule

**Assumptions:**

This is a simple one-story office building and it is assumed that the cost of designing and engineering the project will not exceed the cost of building it. Here are some additional assumptions:

- A Storm Water Pollution Prevention Program will not be required because the area of impact is under 1 acre
- No utility relocation will be required

**Project Timetable:**

July 10, 2020	Issue Request for Proposal
September 10, 2020, 4:00 pm	Closing Date for Receipt of Proposals
September 17, 2020 [approximate]	Finalists contacted to schedule interviews (if necessary)
September 21, 2020	Conduct interviews (if necessary)
September 24, 2020	Contract Award
October 1, 2020	Design and Engineering Start
February 1, 2021	Design and Engineering End

**Selection Process**

The Architectural and Engineering contract will be awarded on a best-value basis to be determined by demonstrated competence and professional qualifications, availability, ability to comply with proposed schedule, and

proposal quality. There may be an interview of the top firms. Proposals will be reviewed by select ESTA staff members and authorized County Representatives. If an interview is conducted it will be scheduled within one week following the proposal submittal.

Issuance of this RFP and receipt of proposals does not commit ESTA to award a Contract. ESTA reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected Consultant(s) should negotiations with the selected Consultant(s) be terminated, to negotiate with more than one Consultant simultaneously, or to cancel all or part of this RFP.

Consultants will be measured on the following scoring criteria:

Criteria	Max Score
Demonstrated Competence	30
Professional Qualifications	30
Availability	20
Schedule Compliance	20
Proposal Quality	10

### **Proposal Response Format**

The following proposal format is required and has been designed to facilitate comparison among proposals submitted:

1. Cover Letter - Introduction

Provide a summary of your proposal and demonstrate your understanding of the project, including general approach responding to ESTA's requirements. This should also include an introduction to your firm as well as the name of a contact person.

2. Qualifications and Experience

Prepare a summary of your firm's qualification and experience in similar projects. Include the names of clients, duration and description of assignments. Also, include names and telephone numbers of contact persons of at least three (3) clients providing similar services in the last 5 years.

3. Technical Approach and Scope of Work

Provide a detailed work plan of assumptions for the project, including staff classification and estimated hours each will participate. This should include any necessary progress meetings with ESTA staff, specific output to be generated at various steps, and major milestones. **Please provide a scope of work to be included as Exhibit "A" in ESTA's standard contract.**

#### 4. Staffing and Subconsultants

Please list the individuals that will participate on this assignment, including the staff classification. Please include a brief resume of experience in similar projects for each individual and proof of various professional registration, licenses, and certificates.

#### 5. Timing Requirements

ESTA will require the work to be complete by September 10, 2020. The proposer should submit a timeline for completion of the Scope of Services previously mentioned.

#### 6. Fees

**Under separate sealed cover**, provide a fixed price proposal for your proposed services, including a price and hours breakdown for each project milestone. Also provide a listing of staff hourly rates and other costs in the event that extra work is required outside the scope of the project. The hourly rates and costs will be attached as an exhibit to ESTA's contract. The Consultant will be selected without consideration of fees. Once a Consultant is selected, the fees will be reviewed and negotiated as necessary.

### **Submittal of Proposals**

Completed proposals in Adobe pdf format are to be emailed to Phil Moores at pmoores@estransit.com with subject line:

**"RFP – Transit Operations Facility Project"**.

Your proposal must be received prior to 4:00 PM, Thursday, September 10, 2020.

If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late proposals are considered nonresponsive and shall be rejected.

ESTA shall not, in any event, be liable for any pre-contractual expenses incurred by Consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by the Consultant in:

- preparing its proposal in response to this RFP;
- submitting the proposal to ESTA;
- negotiating with ESTA any matter related to the proposal; or
- any other expenses incurred by the Consultant prior to date of award, if any, of the Contract.

The Consultant's proposal and any contract entered into thereafter become the exclusive property of ESTA and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). ESTA's use and disclosure of its records are governed by this Act. Those elements in each proposal which Consultant considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by Consultant. ESTA will use its best efforts to inform Consultant of any request for disclosure of any such document. ESTA, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

## **Payment**

Eastern Sierra Transit desires to enter into an agreement with the service provider based upon the pricing described in the proposal. Payment shall be made within thirty (30) days after satisfactory performance of the contractual services, in accordance with all of the provisions.

## **Information and Inquiries**

Should a Consultant require clarifications to this RFP, the Consultant shall notify ESTA Staff listed below in writing. Should it be found that the point in question is not clearly and fully set forth in the RFP, ESTA may issue a written addendum clarifying the matter.

Substantive changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. ESTA shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

For further information, please contact the following ESTA Staff:

Phil Moores  
Executive Director

(760) 872-1901 ext. 12  
[pmoores@estransit.com](mailto:pmoores@estransit.com)

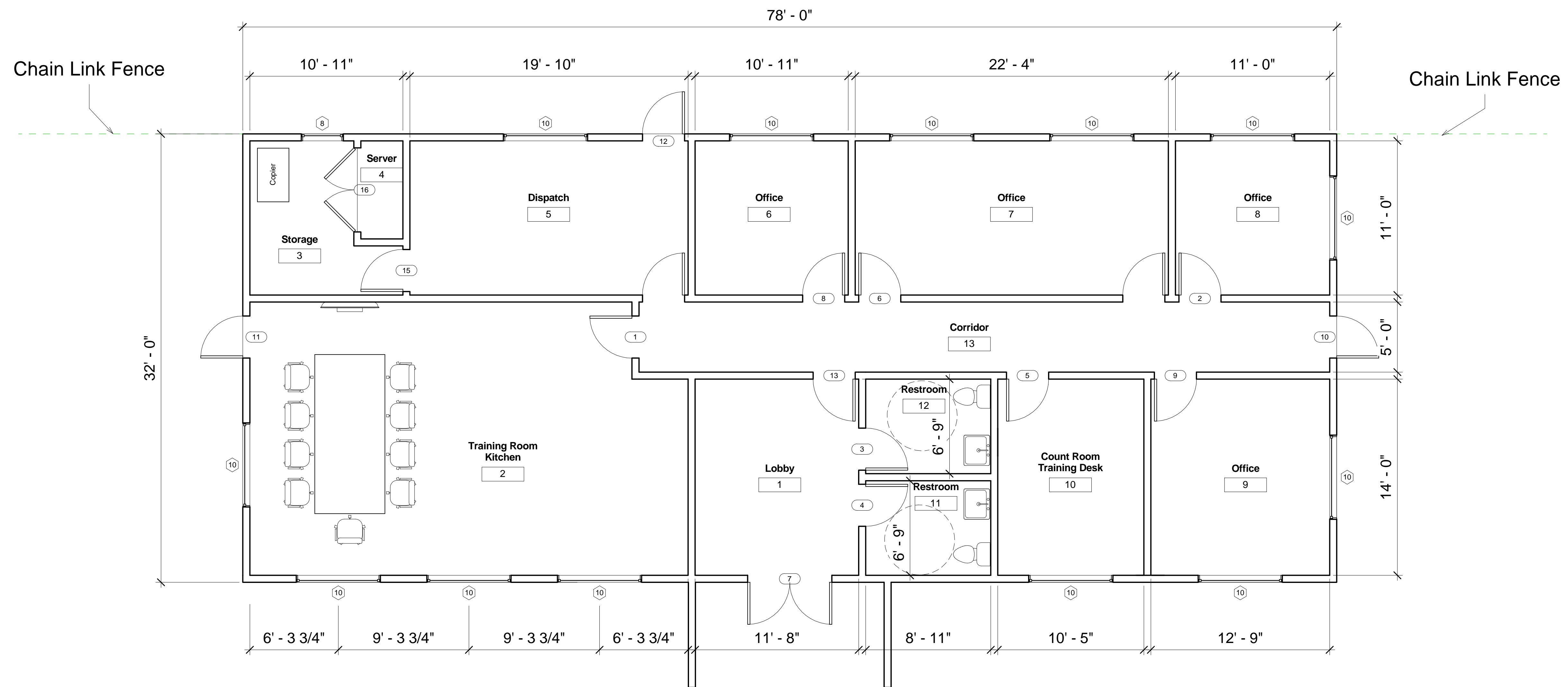
**Other Requirements:**

By submitting a proposal, Consultant represents that it has thoroughly examined and become familiar with the work required under this RFP and is capable of performing quality work to achieve ESTA's objectives.

By submitting a proposal, Consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFP are currently held by Consultant, and are valid and in full force and effect.

# EXHIBIT A

## Bus Yard



## ESTA Building Bishop Airport

Revision Schedule		
Revision Number	Revision Description	Revision Date

Plot Date and Time 6/21/2020 10:38:58 AM

Floor Plan

**A101**

## Patron Parking

# EXHIBIT A



**ESTA Building**  
**Bishop Airport**

Revision Schedule		
Revision Number	Revision Description	Revision Date

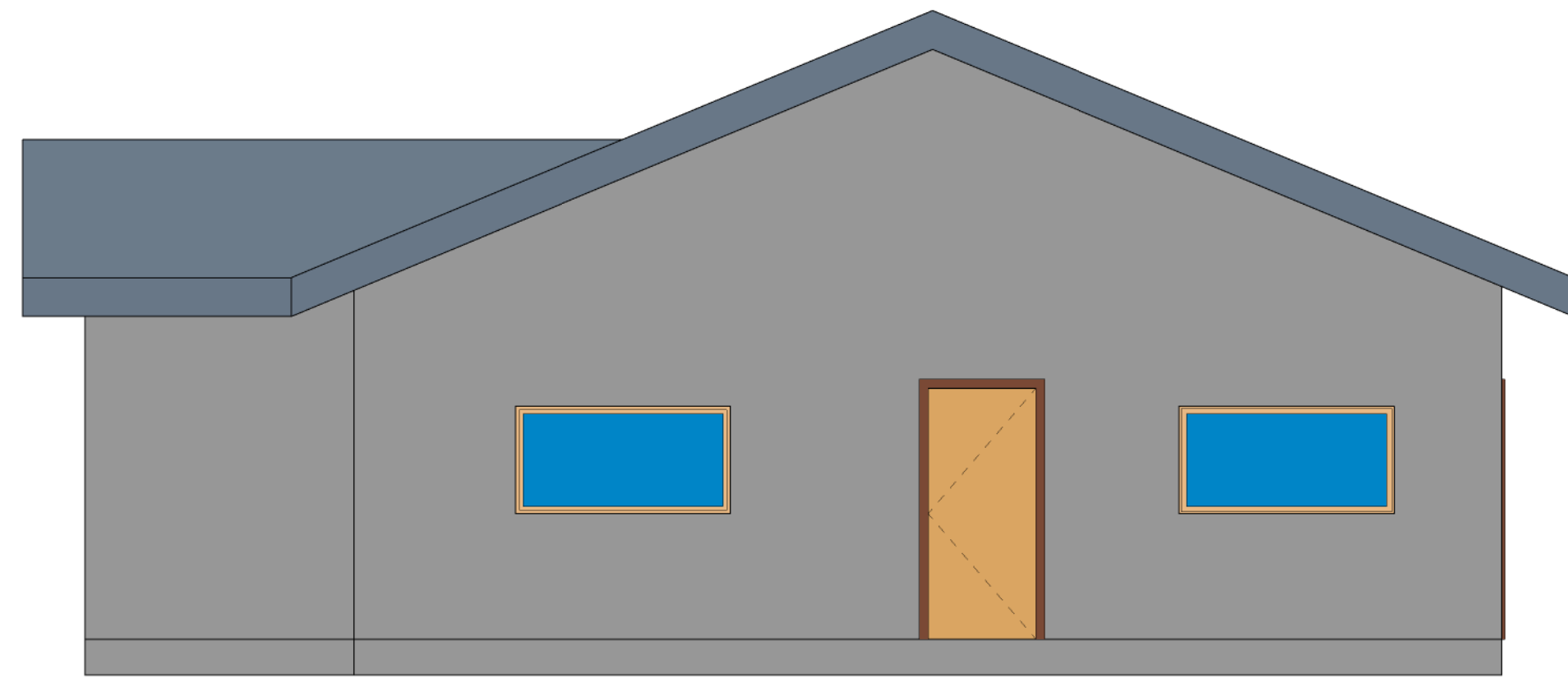
Plot Date and Time 6/21/2020 10:39:00 AM

**Roof Plan**

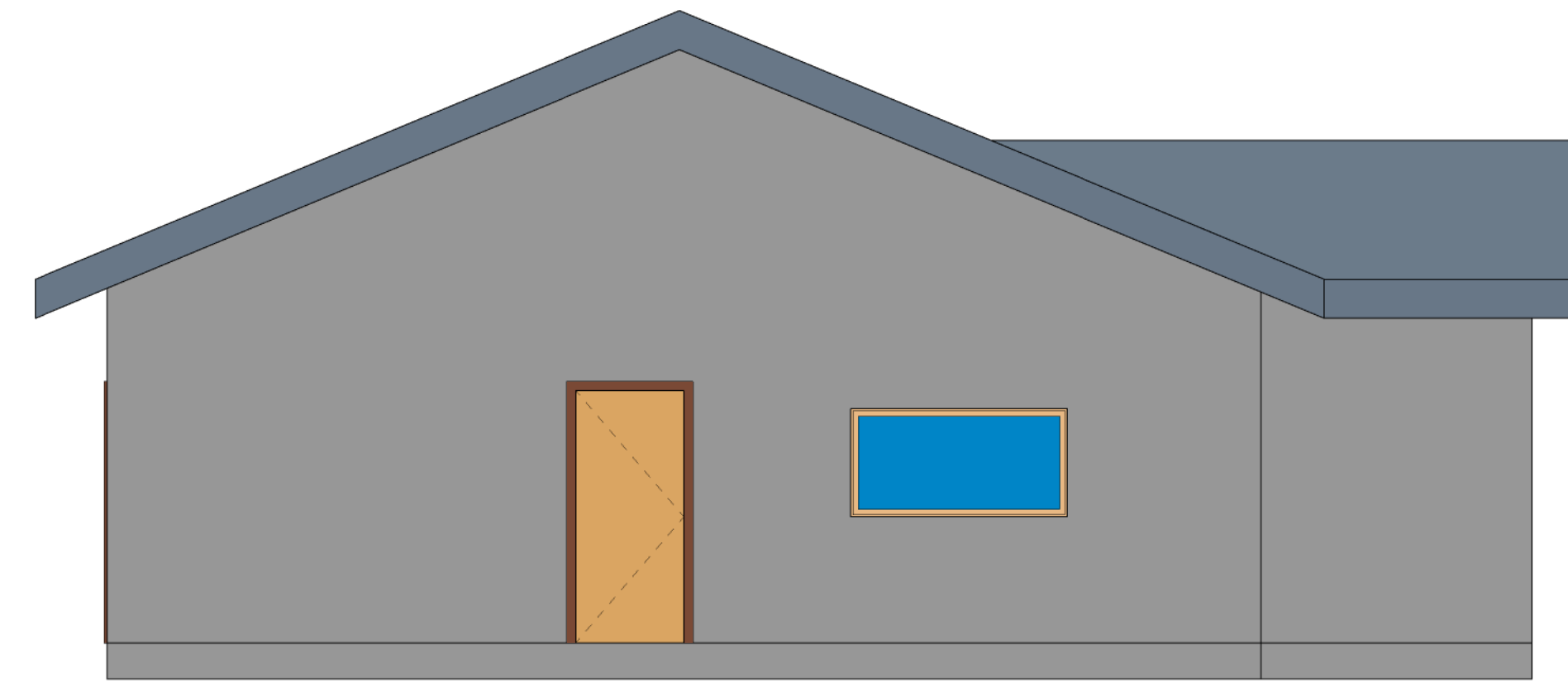
**A102**

① Roof Plan  
1/4" = 1'-0"

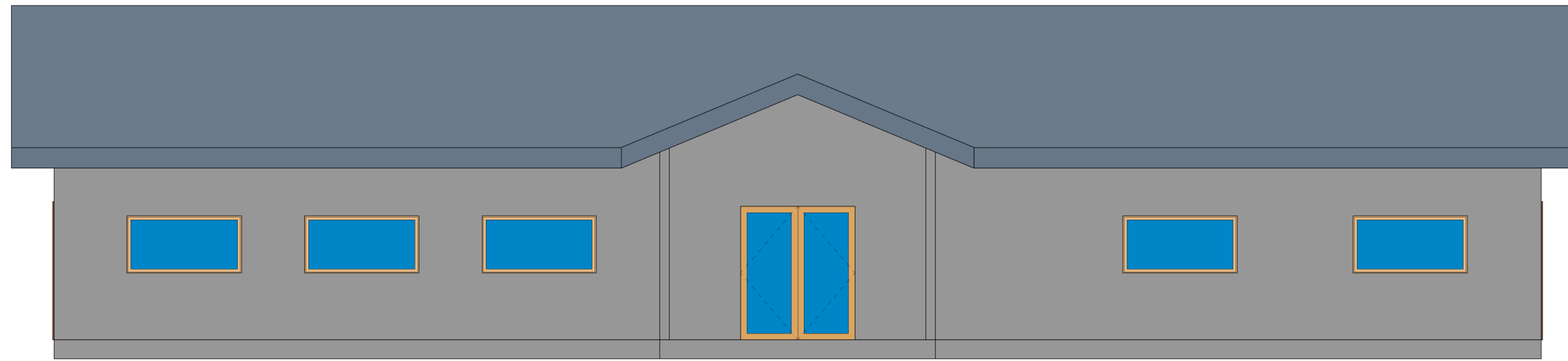
# EXHIBIT A



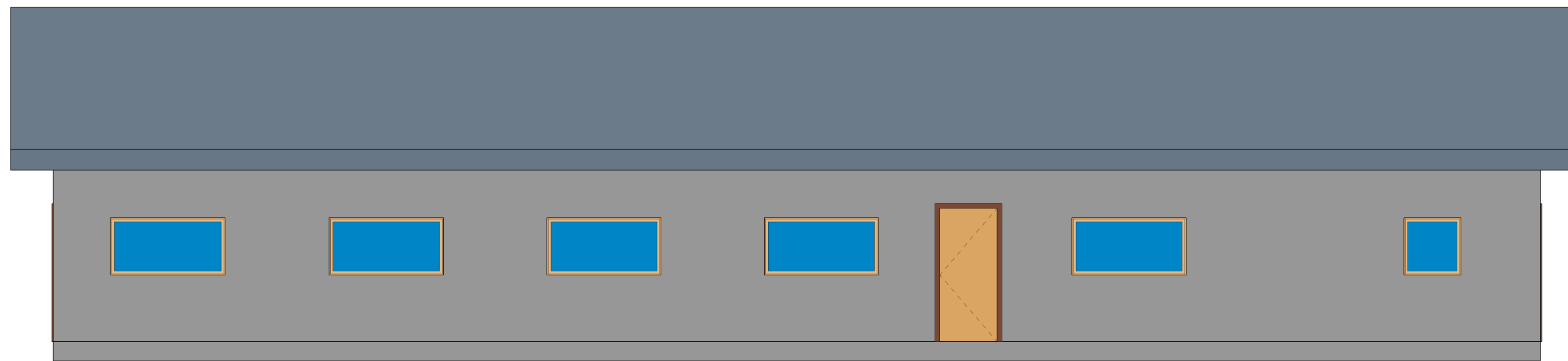
① East  
1/4" = 1'-0"



④ West  
1/4" = 1'-0"



③ South  
1/4" = 1'-0"



② North  
1/4" = 1'-0"

## ESTA Building Bishop Airport

Revision Schedule		
Revision Number	Revision Description	Revision Date

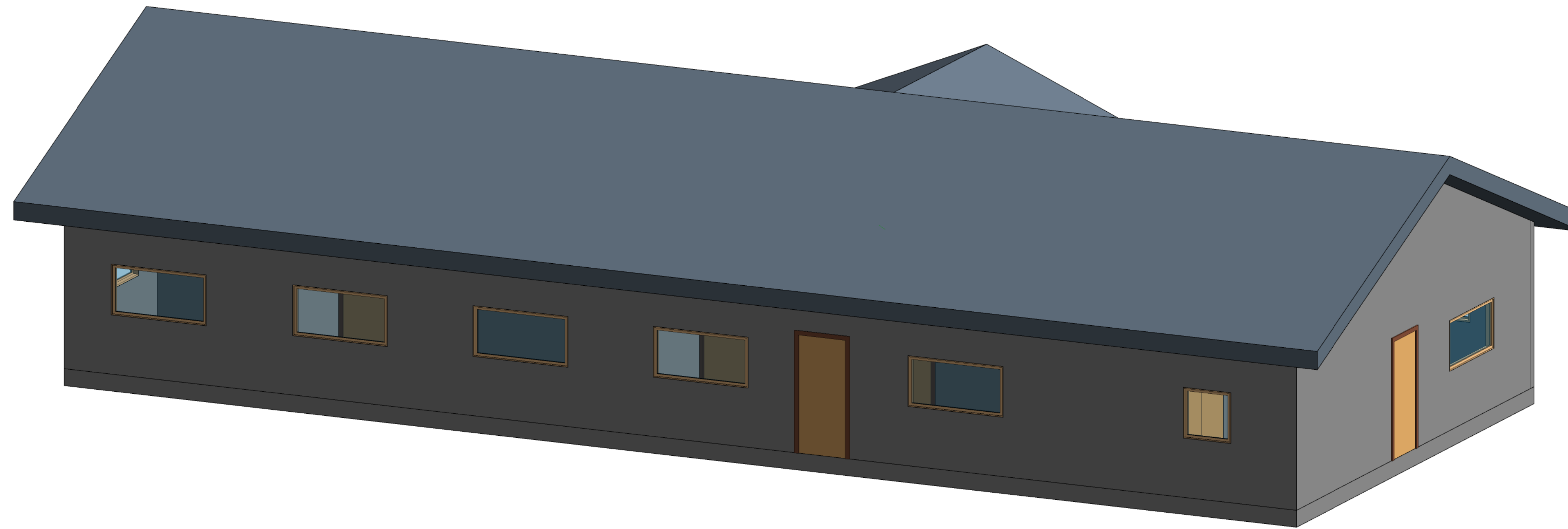
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Exterior Elevations

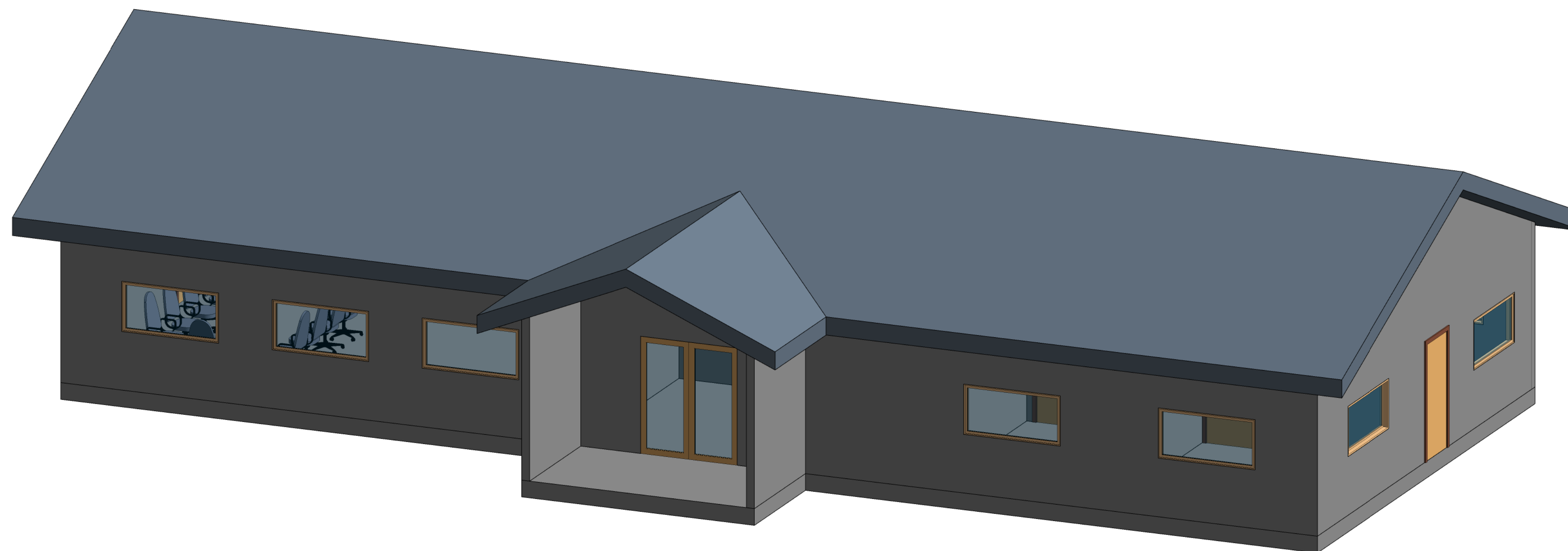
# A103



# EXHIBIT A



② 3D Ortho 1



① 3D Ortho 2

## ESTA Building Bishop Airport

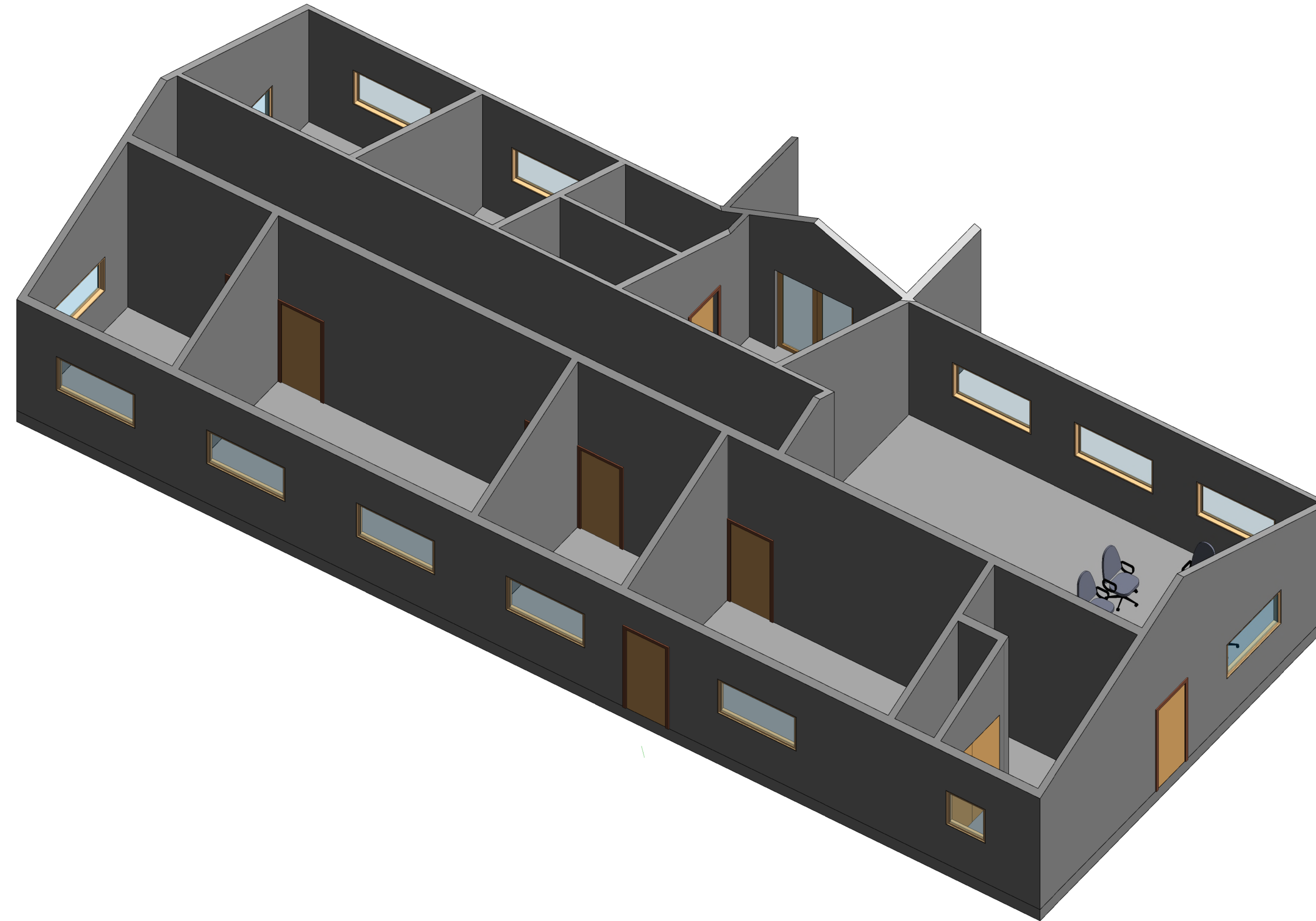
Revision Schedule		
Revision Number	Revision Description	Revision Date

Plot Date and Time 6/21/2020 10:39:05 AM

Ortho Views

# A104

# EXHIBIT A



## ESTA Building Bishop Airport

### Revision Schedule

Revision Number	Revision Description	Revision Date
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Plot Date and Time 6/21/2020 10:39:07 AM

① Exploded View

Exploded View

# A105

# EXHIBIT A

Door Schedule		
Mark	Width	Height
1	3' - 0"	7' - 0"
2	3' - 0"	7' - 0"
3	3' - 0"	7' - 0"
4	3' - 0"	7' - 0"
5	3' - 0"	7' - 0"
6	3' - 0"	7' - 0"
7	6' - 0"	7' - 0"
8	3' - 0"	7' - 0"
9	3' - 0"	7' - 0"
10	3' - 0"	7' - 0"
11	3' - 0"	7' - 0"
12	3' - 0"	7' - 0"
13	3' - 0"	7' - 0"
14	3' - 0"	7' - 0"
15	3' - 0"	7' - 0"
16	6' - 0"	7' - 0"
17	3' - 0"	7' - 0"

Window Schedule			
Mark	Width	Height	Type
1	6' - 0"	3' - 0"	72x36
2	6' - 0"	3' - 0"	72x36
3	6' - 0"	3' - 0"	72x36
4	6' - 0"	3' - 0"	72x36
5	6' - 0"	3' - 0"	72x36
6	6' - 0"	3' - 0"	72x36
7	6' - 0"	3' - 0"	72x36
8	6' - 0"	3' - 0"	72x36
9	6' - 0"	3' - 0"	72x36
10	6' - 0"	3' - 0"	72x36
11	6' - 0"	3' - 0"	72x36
12	3' - 0"	3' - 0"	36" x 24"
13	6' - 0"	3' - 0"	72x36
14	6' - 0"	3' - 0"	72x36

Sheet List		
Sheet Number	Sheet Name	Sheet Issue Date
A101	Floor Plan	02/29/20
A102	Roof Plan	02/29/20
A103	Exterior Elevations	02/29/20
A104	Ortho Views	02/29/20
T101	Title Sheet	02/29/20
A105	Exploded View	02/29/20

Room Schedule		
Number	Name	Area
1	Lobby	163 SF
2	Training Room Kitchen	587 SF
3	Storage	94 SF
4	Server	21 SF
5	Dispatch	218 SF
6	Office	120 SF
7	Office	246 SF
8	Office	121 SF
9	Office	179 SF
10	Count Room Training Desk	146 SF
11	Restroom	60 SF
12	Restroom	60 SF
13	Corridor	246 SF

## ESTA Building Bishop Airport

Revision Schedule		
Revision Number	Revision Description	Revision Date

Plot Date and Time 6/21/2020 10:39:07 AM

Title Sheet

# T101

## Staff Report

To: ESTA Board of Directors  
Prepared By: Phil Moores, ESTA Executive Director  
Subject: Mono County Senior Services Contract

### **Background:**

With the introduction of ESTA's Charter Policy, Mono County Senior Services (MCSS) charters for the seniors of Mono County became cost prohibitive. ESTA has been freely using office space in the Walker Senior Center for many years and this presented an opportunity to resolve the challenge. I asked the MCSS Director, Kathy Peterson to estimate the cost of the annual charters based on the ESTA charter policy. With this information, a lease agreement for the office space in Walker was written to cover the MCSS charter cost.

### **Financial Considerations:**

The amount of \$200 per month for the office space was determined appropriate. The annual payment of \$2,400 is proposed to be paid at the start of each fiscal year. In turn, MCSS would pay the ESTA charter rate according to the policy. The lease is attached for your consideration. It was reviewed by our counsel and insurance advisor.

### **Recommendation:**

Staff recommends approving the Executive Director to sign the lease between Mono County and ESTA for the use of office space in the Walker Senior Center.

**LEASE AGREEMENT BETWEEN THE EASTERN SIERRA TRANSIT  
AUTHORITY AND THE COUNTY OF MONO**

This LEASE AGREEMENT BETWEEN THE EASTERN SIERRA TRANSIT AUTHORITY AND THE COUNTY OF MONO (this “Lease”) is made and entered into as of July 1, 2020 (“Effective Date”) by and between the Eastern Sierra Transit Authority, a California joint powers agency (“Tenant”), and the County of Mono, a political subdivision of the State of California (“Landlord”). Hereinafter, Tenant and Landlord may be referred to individually as a “Party” and collectively as the “Parties”.

In consideration of the mutual covenants, representations, warranties, and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. PREMISES LEASED.

1.1 Premises. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the property, hereinafter called the “Premises,” located in the unincorporated community of Walker, County of Mono, State of California, described as follows:

APPROXIMATELY 90 USABLE SQUARE FEET OF CUBICLE  
OFFICE SPACE LOCATED WITHIN THE BUILDING  
COMMONLY REFERRED TO AND KNOWN AS THE MONO  
COUNTY WALKER SENIOR CENTER, 399 MULE DEER  
ROAD, COLEVILLE, CALIFORNIA 96107.

The Parties hereby stipulate that the square footage amount for the Premises is as set forth above and such amount shall not be subject to adjustment or re-measurement during the Term of this Lease. Further, the Parties hereby stipulate that the Rent stated in this Lease is not tied to square footage and is not subject to adjustment should the actual square footage or size of the Premises be determined to be different than as provided in this Lease.

1.2 Private Office in the Building. As part of its payment of Rent, Tenant shall have access to the Building’s private office so long as Tenant’s use of such room are scheduled reasonably in advance with Landlord’s Senior Services Manager of the Building. Notwithstanding the foregoing, Tenant’s use of the Building’s private room shall, at all times, be subject to the use and need of the same by Landlord, its employees, contractors, agents, invitees, guests, visitors, and other persons transacting business with Landlord, and any term, condition, rule, or regulation that may be adopted by Landlord from time to time.

1.3 Common Areas; Access. As part of its payment of Rent, Tenant shall have access to the Building’s public or common entrances, areas, lobbies, corridors, driveways, footways, passageways, stairs, restrooms, and all existing access to each of them necessary to access the Premise and use the Premises for the use set forth in Article 5. Tenant shall have continuous access (i.e., 24 hours per day, 365 days per year) to the Premises, except as otherwise provided in this

Lease. Upon the execution of this Lease by the Parties, Landlord shall provide to Tenant one (1) set of keys to the front door of the Building.

1.3 Parking. As part of its payment of Rent, Tenant may use the parking area at and adjacent to the Building (the "Parking Area") for parking by Tenant, its employees, contractors, agents, invitees, guests, visitors, and other persons transacting business with Tenant. All spaces in the Parking Area shall be unassigned and provided on a first-come, first-serve basis. Notwithstanding the foregoing, the use of such spaces by Tenant, its employees, contractors, agents, invitees, guests, visitors, and other persons transacting business with Tenant shall, at all times, be subject to the use and need of the same by Landlord, its employees, contractors, agents, invitees, guests, visitors, and other persons transacting business with Landlord, and any term, condition, rule, or regulation that may be adopted by Landlord from time to time.

1.4 Utilities and Services. Landlord shall pay the cost and expenses for water, sewer, trash, electricity, heat, and any fees related to the cost of cleaning and maintaining in good working condition, order, and repair the Premises and the Building's public or common entrances, areas, lobbies, corridors, driveways, footways, passageways, stairs, restrooms, and all existing access to each of them. Landlord shall make and maintain proper connections with any and all water, gas, sewer, and electrical lines serving the Premises and will continue the connections and service thereof during the Term of this Lease or any holdover tenancy hereof.

1.5 Snow Removal. Landlord shall pay the cost and expenses, or otherwise provide, normal snow removal services at the Building.

1.6 Internet Connection. Tenant may access the internet with its computers and other devices via the wireless network that Landlord makes available to the public at the Building. Tenant shall have no right to use any computer or other device of Landlord, or otherwise access any private network or connection that Landlord may provide at the Building for itself, its employees, contractors, agents, invitees, guests, visitors, and other persons transacting business with Landlord, to access the internet.

1.7 Meals and Coffee During the Regular Operating Hours of the Building. During the Building's regular operating hours (7:00 AM to 3:30 PM, Monday through Friday), Tenant's employees will have access to coffee prepared by Landlord or its employees. In addition, during the Building's regular operating hours as specified in this Article 1.7, Tenant's employees will have access to lunch services at the Building provided Tenant or its employees provide Landlord's Senior Services Manager of the Building reasonable notice of any request for lunch service. Lunch services for Tenant and its employees are not part of the payment of Rent; Tenant and its employees less than 60 years of age shall pay \$4.50 per lunch, and Tenant and its employees 60 years of age or older are expected to make a \$2.00 donation per lunch.

2. RENT. Without notice, offset, or demand, Tenant shall pay to Landlord, during the Term of this Lease, a "Rent" of Two Hundred and NO/100 Dollars (\$200.00) per month on an annual basis on or before July 1 of each calendar year this Lease is in effect. In the event that Tenant holds possession of the Premises after the expiration of the Term of this Lease pursuant to Article 4.2, without notice, offset, or demand, Tenant shall pay to Landlord Rent on a monthly basis on or

before the first business day of each calendar month. Tenant shall make all Rent payments by check to “County of Mono” with a subject line describing the months for which that Rent is being paid. Tenant’s annual Rent checks shall be mailed to County at the address provided in Article 35.

3. SECURITY DEPOSIT. Tenant shall not be obligated to pay and submit to Landlord any security deposit in any amount or kind.

4. TERM.

4.1 Single Term. The Term of this Lease shall commence on the Effective Date and shall end on June 30, 2023. Prior to or upon the expiration of the Term of this Lease, the Parties may negotiate and execute a new lease for Tenant’s continued possession of the Premises.

4.2 Holdover. If Tenant holds possession of the Premises after the expiration of the Term of this Lease with or without the express or implied consent of Landlord, then Tenant shall become a tenant on a month-to-month term. Landlord shall have the right to give Tenant thirty (30) calendar days’ prior written notice to vacate the Premises or to give Tenant thirty (30) calendar days’ prior written notice of an increase in the Rent during any holdover period. Any such holdover tenancy shall be subject to all of the other terms and conditions contained this Lease. Tenant shall indemnify, defend, and hold Landlord harmless from any damages resulting from any holdover of the Premises by Tenant after the expiration of the Term of this Lease.

5. USE OF PREMISES. Tenant shall use the Premises for the following specified purpose and shall not use the Premises for any other purpose without first obtaining the written consent of Landlord:

OFFICE SPACE RELATED TO THE EASTERN SIERRA TRANSIT  
AUTHORITY’S PURPOSE, MISSION, ACTIVITIES, AND SERVICES

6. CONDITIONS OF PREMISES. The Premises shall be delivered to Tenant in its current “AS IS” condition. Nothing in this Article 6 shall be construed as relieving Landlord of any other obligation in this Lease to property repair and maintain the Premises and the Building in good order, condition, and repair.

7. SIGNS. Tenant shall not be allowed to construct, install, place, or maintain any sign on the Premises or any part of the building within which the Premises are located (the “Building”).

8. ALTERATIONS BY TENANT.

8.1 Tenant shall not make installations, modifications, and improvements to the Premises or the Building, including but not limited to the construction, installation, or placement of any fixtures to the Premises or the Building. Notwithstanding the foregoing, Tenant may request that Landlord make or perform installations, modifications, and improvements to the Premises. Such requests by Tenant shall be made in writing to the Director of the Mono County Walker Senior Center. Landlord may decide, in its sole discretion, to construct, install, or place the installations, modifications, and improvements requested by Tenant.

8.2 All fixtures of Tenant, whether or not constructed, installed, or placed by Landlord at Tenant's request, shall be considered the personal property of Tenant and Tenant may, at its option, remove any or all of such fixtures at any time during the Term of this Lease or holdover tenancy hereof. If Tenant removes any such fixture, then Tenant shall restore the portion of the Premises affected by such removal, as nearly as practicable to its condition as of the effective date of this Lease, normal wear and tear excepted. Tenant shall keep the Premises free from any liens arising out of any work performed on the Premises for labor and material furnished to the Premises or for obligations incurred by Tenant.

9. REPAIRS AND MAINTENANCE.

9.1 Repairs and Maintenance by Landlord. Subject to the terms and conditions of this Lease, Landlord shall, at Landlord's own cost and expense, keep and maintain the Building, including but not limited to all public or common entrances, areas, lobbies, corridors, driveways, footways, passageways, stairs, restrooms, doors and glass, floors, and the electronic, HVAC, plumbing, water, and sewage systems, in good working order, repair, and condition at all times during the Term of this Lease so as to ensure Tenant's use and continuous access (except as otherwise provided in this Lease) of the Premises. Notwithstanding the foregoing, if Tenant, its employees, contractors, agents, invitees, guests, visitors, and other persons transacting business with Tenant damage the Premises or the Building by any wrongful act or negligence, then Landlord shall maintain the portions of the Premises and the Building to the extent set forth in this Article 9.1, but the cost to repair the damage caused by the wrongful act or negligence of Tenant, its employees, contractors, agents, invitees, guests, visitors, and other persons transacting business with Tenant shall be paid by Tenant to Landlord within sixty (60) calendar days, or any other reasonable amount of time agreed to by the Parties, after Landlord's delivery of a written notice and invoice therefor.

9.2 Repairs and Maintenance by Tenant. Tenant shall, at its own cost and expense, keep the Premises, including all improvements, fixtures, and furnishings therein, in good working order, repair, and condition at all times during the Term of this Lease (except for ordinary wear and tear and casualty damage which is not specifically made the responsibility of Tenant under this Lease).

10. INSURANCE. Tenant shall procure and maintain the following insurance policies with the specified limits against claims for injuries to persons or damages to property which may arise from or in connection with this Lease:

- Workers' Compensation. Tenant shall provide statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million and NO/100 Dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Lease. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to Landlord as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Landlord.
- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Tenant under this Lease,



including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

- 10.1 Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Tenant under this Lease. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to Tenant occupying the Premises, Tenant shall provide Landlord: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to Landlord, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to Landlord.

11. INDEMNIFICATION. The Parties shall indemnify, defend (with counsel acceptable to the indemnified Party), and hold harmless each other, their officers, agents, and employees from any and all claims, demands, losses, damages and liabilities of any kind or nature, including reasonable attorney's fees, which arise by virtue of their own acts or omissions (either directly or through or by its officers, agents, or employees) in connection with their duties and obligations under this Lease.

12. ENTRY BY LANDLORD. Landlord may, upon twenty-four (24) hours’ notice to Tenant, enter upon the Premises at reasonable times to examine the condition thereof, post notices of non-responsibility, and for the purpose of providing maintenance and making such repairs as Landlord might need or wish to make; provided, however, that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by Tenant on the Premises. Notwithstanding the foregoing, Landlord may enter the Premises at any time in case of an emergency.

23. ASSIGNMENT AND SUBLETTING. Tenant shall have no right whatsoever to assign this Lease and/or sublet the Premises. Notwithstanding anything in this Lease to the contrary, if any such assignment or sublet by Tenant occurs, then Landlord shall have the right to terminate this Lease immediately (without notice) and seek any and all remedies provided to Landlord in this Lease. In addition, without limiting the generality of the foregoing, upon the occurrence of any assignment or sublet by Tenant, Landlord shall have any remedy available to Landlord at law or in equity. No assignment, sublet, or other transfer of this Lease or the Premises by Tenant, whether with or without, Landlord’s consent, shall relive Tenant from any obligation or liability under this Lease.

24. DEFAULT OR BREACH.

24.1 Default by Tenant. The occurrence of any of the following shall constitute a default of this Lease by Tenant: (i) the abandonment of the Premises by Tenant; (ii) any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due; or (iii) any failure by Tenant to observe or perform any other covenant, term, or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) calendar days after written notice thereof from Landlord to Tenant (or, if such failure would take more than thirty (30) calendar days to cure, the failure by Tenant to commence such cure within such thirty (30) calendar day period or to diligently pursue the same to completion). Any such notice shall be in lieu of, and not in addition to, any notice required under any applicable laws. Any notice required or permitted by this Article 24.1 is intended to satisfy to the maximum extent possible any and all notice requirements imposed by law on Landlord. Landlord may serve a statutory notice to quit, a statutory notice to pay Rent or quit, or a statutory notice of default, as the case may be, to effect the giving of any notice required by this Article 24.1. Without limiting the generality of the foregoing, any notices to be provided by Landlord under this Article XX shall be in lieu of, and not in addition to, any notice required under Section 1161 *et seq.* of the California Code of Civil Procedure. Upon the occurrence of any such default by Tenant, Landlord shall have any remedy available to Landlord at law or in equity.

24.2 Default by Landlord. If Landlord fails to perform any covenant, term, or condition of this Lease required to be performed by Landlord, then Landlord shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) calendar days after written notice thereof by Tenant; provided, however, if the nature of Landlord's failure is such that more than thirty (30) calendar days are reasonably required in order to cure, then Landlord shall not be in default if Landlord commences to cure such failure within such thirty (30) day period and thereafter diligently and continuously pursues the same to completion. If Landlord shall fail to cure within the times permitted to cure herein or thereafter fails to diligently and continuously pursue the same, then Tenant's remedies hereunder shall be limited to an action for monetary damages up to and not to exceed the amount of monthly Rent provided in this Lease; and if Tenant recovers any such judgment against Landlord for a default by Landlord of this Lease, then neither Landlord nor any of its members, managers, partners, shareholders, officers, directors, employees, or agents shall be personally liable for any such default or for any deficiency.

25. WAIVER. A waiver by either Party of any default or breach by the other Party in the performance of any of the covenants, terms, or conditions of this Lease shall not constitute or be deemed a waiver of any subsequent or other default or breach.

26. PARTIES BOUND AND BENEFITTED. The covenants, terms, and conditions of this Lease shall apply to, bind, and inure to the benefit of the successors, administrators, and assigns of the Parties.

27. DESTRUCTION OF PREMISES. If the Premises or the Building should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to substantially impair Tenant's ability to use the Premises for the use permitted under Article 5, then the Rent due under the terms of this Lease

shall terminate as of the date of such destruction or declaration; provided, however, if Landlord makes the necessary repairs within thirty (30) calendar days rendering the Premises as suitable and serviceable as they existed the day Tenant's occupancy commenced, then no right of termination by Tenant shall exist. If repairs are not made within thirty (30) calendar days, then Tenant may terminate this Lease effective on the thirtieth (30th) calendar day after said destruction by mailing written notice to Landlord of Tenant's intention to terminate. During a period of partial destruction, the Rent shall be abated in the same ratio as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises. Should the partial destruction of the Premises not be repaired within thirty (30) calendar days, Tenant shall have the option to terminate this Lease or remain in possession at the reduced rent. Additionally, Landlord shall have the right to terminate this Lease in the event of a partial or total destruction if the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies.

28. CONDITION OF PREMISES UPON TERMINATION. Upon the termination of this Lease for any reason, Tenant shall vacate the Premises and deliver the same to Landlord in good working order, condition, and repair with all personal property and equipment of Tenant removed therefrom and damage from such removal repaired, at Tenant's sole cost and expense (damage by the elements, fire, earthquake, falling objects, and ordinary wear and tear excepted).

29. ENTIRE AGREEMENT. This Lease contains the entire agreement and understanding of the Parties hereto with respect to the Premises and the Building as provided herein, and no obligation other than those set forth herein will be recognized.

30. LEASE AMENDMENT OR MODIFICATION. This Lease may be terminated, extended, or amended by the mutual consent of the Parties so long as such termination, extension, or amendment is in written form and executed with the same formalities as this Lease and attached to the original Lease to maintain continuity.

31. PARTIAL INVALIDITY. If any term, covenant, condition, or provision of this Lease is found by a court of competent jurisdiction to be invalid, void, or unenforceable, then the remainder of this Lease, including all covenants, terms, and conditions hereof, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

32. GENDER AND NUMBER. For the purpose of this Lease, wherever the masculine or feminine form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

33. ARTICLE HEADINGS. Article headings in this Lease are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Lease.

34. FUNDING LIMITATION. The ability of Tenant to enter into this Lease is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, Tenant shall have the option to terminate or request an amendment of this Lease, or any of its covenants, terms, and conditions, within ten (10) business

days of providing Landlord writing notice of the failure, reduction, or modification of available funding. Any amendment of this Lease due to such a funding failure, reduction, or modification shall comply with the requirements of Article 30.

35. NOTICES. All notices and communications made pursuant to or under this Lease must be in writing and will be deemed to have been duly given (i) when delivered by hand with written confirmation of receipt or (ii) one (1) business day after being sent to the addressee if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth for each Party as follows:

(a) All notices to Landlord shall be given or mailed to:

Mono County Social Services Department  
Attn: Kathy Peterson, Director  
P.O. Box 2969  
Mammoth Lakes, CA 93546  
PHONE: (760) 924-1770

(b) All notices to Tenant shall be given or mailed to:

Eastern Sierra Transit Authority  
Attn: Phil Moores, Executive Director  
P.O. Box 1357  
Bishop, CA 93515  
PHONE: (760) 872-1901

36. HAZARDOUS MATERIALS. Tenant shall not use or allow another person or entity to use any part of the Premises or the Building for the storage, use, treatment, manufacture, or sale of hazardous materials (other than ordinary office products which are incidental to the operation of its offices and the uses specified in Article 5, such as photocopy supplies, secretarial supplies, and limited janitorial supplies).

37. RULES AND REGULATIONS. Tenant shall comply with all reasonable and non-discriminatory rules and regulations of Landlord for the Premises and the Building, as may be enacted and modified from time to time.

38. SUBORDINATION. This Lease shall be subject and subordinate to all existing and future ground or underlying leases, mortgages, trust deeds, and other encumbrances against the Building as well as all renewals, extensions, modifications, consolidations, and replacements thereof.

39. JURISDICTION; VENUE. The Parties agree that the covenants, terms, and conditions of this Lease shall be interpreted and governed pursuant to the laws of the State of California. Exclusive venue for any legal action shall be the Superior Court of California for Mono County.

40. WAIVER OF JURY TRIAL. IF EITHER PARTY COMMENCES LITIGATION AGAINST THE OTHER PARTY FOR THE SPECIFIC PERFORMANCE OF THIS LEASE, FOR DAMAGES FOR THE BREACH HEREOF, OR OTHERWISE FOR THE

ENFORCEMENT OF ANY REMEDY HEREUNDER, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE TO AND HEREBY DO WAIVE ANY RIGHT TO A TRIAL BY JURY.

41. LIMITATION ON DAMAGES. Notwithstanding anything to the contrary set forth in this Lease, Landlord shall not be liable for injury to Tenant's business, or loss of income, loss of opportunity, or loss of goodwill therefrom, or any consequential, punitive, special, or exemplary damages, however occurring (including, without limitation, from any failure or interruption of services or utilities or as a result of Landlord's negligence). In the event of any transfer or termination of Landlord's interest in the Premises or the Building by sale, assignment, transfer, foreclosure, or otherwise whether voluntary or involuntary, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord from and after the date of such transfer; however, Landlord shall remain liable for all obligations and liabilities arising under this Lease occurring prior to such transfer.

42. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts (including by electronic and facsimile transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE LEFT BLANK]

Dated: \_\_\_\_\_

“LANDLORD”

The County of Mono, a political subdivision of the  
State of California

By: \_\_\_\_\_  
Robert C. Lawton, its County  
Administrative Officer

Dated: \_\_\_\_\_

“TENANT”

Eastern Sierra Transit Authority, a California joint  
powers agency

By: \_\_\_\_\_  
Phil Moores, its Executive Director



June 25, 2020

Kathy Peterson, kpeterson@mono.ca.gov  
County of Mono  
PO Box 2969  
Mammoth Lakes, California 93546

Member Name:	Eastern Sierra Transit Authority
Additional Protected Party:	County of Mono
Activity:	lease of property
Coverage Period:	From 12:01 AM on 7/1/2020 to 11:59 PM on 6/30/2021

This Evidence of Coverage is issued on an annual basis and will be automatically reissued every June until expiration of the written contract.

The Eastern Sierra Transit Authority (Member) along with other California public agencies, is a member of the California Joint Powers Insurance Authority (California JPIA), and participates in the following self-insurance and commercial insurance program that is administered by the California JPIA for its members:

Primary Liability Program, Including Automobile Liability	
Coverage Limit:	\$1,000,000 per occurrence
Annual Aggregate Limit:	\$1,000,000

Workers' Compensation Program	
Coverage Limit	Statutory
Employers Liability	\$1,000,000

On behalf of the Member, the California JPIA agrees to include the above-named additional Protected Party as a Protected Party under the Memorandum of Coverage - Primary Liability Program, subject to the above-stated limits, but only for "Occurrences" arising out of the described activity, during the described Coverage Period, and where required under the terms of a written agreement between the Member and the additional Protected Party. The California JPIA will endeavor to provide at least thirty (30) days notice of any change in the foregoing information. If the written agreement requires, coverage shall be primary. If the written agreement requires, subrogation is waived.

Coverage is subject to all the terms, Definitions, Exclusions, Conditions and Responsibilities of the Memorandum of Coverage - Primary Liability Program and the Limits of Coverage stated above. Any injury or damage caused by the sole negligence of the additional Protected Party named above is not covered.

Sincerely,

Jim Thyden  
Insurance Programs Manager

cc: Kathy Peterson, Mono County, kpeterson@mono.ca.gov

## Staff Report

To: ESTA Board of Directors  
Prepared By: Phil Moores, ESTA Executive Director  
Subject: Pahrump-Tecopa Route Contract

### **Background:**

The Tecopa to Pahrump route provides service two days per month between Tecopa/Shoshone and Pahrump. The route typically operates the 2nd and 4th Wednesday of the month. Ridership averages 14 boardings per month with peak ridership of 22 boardings in a month. Operation of the route is contracted to the Pahrump Senior Center. This year the Senior Center has decided to change their business model and sell off the public access portion of their service. They have committed to providing the trip to/from Tecopa, Ca until September 30, 2020. I have requested the contact information for the new vendor to explore negotiations for the continued service.

### **Financial Considerations:**

The contract includes a \$130 fixed monthly fee plus \$250 per day of service delivered up to two days per month. The annual commitment shall not exceed \$7,560. The attached contract was reviewed by our counsel and insurance advisor. One-way fare to/from Tecopa and Pahrump is \$5.50 Adult and \$5.00 Discount.

### **Recommendation:**

Staff recommends approving the Executive Director to sign the agreement between Pahrump Senior Center and ESTA for the delivery of service between Tecopa, CA and Pahrump, NV. Additionally, approve the Executive Director to explore possible alternatives for this service following the end of the agreement.



**AGREEMENT BETWEEN EASTERN SIERRA TRANSIT AUTHORITY  
AND PAHRUMP SENIOR CENTER  
FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES**

**INTRODUCTION**

WHEREAS, the Eastern Sierra Transit Authority, a joint powers authority (hereinafter referred to as "ESTA") may have the need for the public transportation services of the Pahrump Senior Center, a non-profit organization of Pahrump, Nevada (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to ESTA, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by ESTA to the Contractor to perform under this Agreement will be made by Phil Moores, whose title is: Executive Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the ESTA's need for such services. ESTA makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by ESTA under this Agreement. ESTA by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if ESTA should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at ESTA's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2020 to September 30, 2020 unless sooner terminated as provided below. In addition, ESTA could do more to extend the Agreement for additional one-year periods as follows:

ESTA may exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

### 3. CONSIDERATION.

A. Compensation. ESTA shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at ESTA's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by ESTA under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from ESTA, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by ESTA to Contractor for services and work performed under this Agreement shall not exceed \$7,560.00 for the initial term (hereinafter referred to as "contract limit"). ESTA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to ESTA, once a month, an itemized statement of all services and work described in Attachment **A**, which were done at ESTA's request. This statement will be submitted to ESTA not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, ESTA shall make payment to Contractor within thirty (30) days.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, ESTA will not withhold any federal or state income taxes or social security from any payments made by ESTA to Contractor under the terms and conditions of this Agreement.

(2) ESTA will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, ESTA has no obligation to withhold any taxes or payments from sums paid by ESTA to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. ESTA has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by ESTA to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to ESTA an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A** which are requested by ESTA. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with ESTA to ensure that all services and work requested by ESTA under this Agreement will be performed within the time frame set forth by ESTA.

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

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to ESTA. Contractor will provide ESTA, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and ESTA as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, ESTA reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: .

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. ESTA is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in

procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. ESTA PROPERTY.**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of ESTA. At the termination of the Agreement, Contractor will convey possession and title to all such properties to ESTA.

## **8. INSURANCE.**

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

## **9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of ESTA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of ESTA. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in ESTA. No agent, officer, or employee of the Contractor is to be considered an employee of ESTA. It is understood by both Contractor and ESTA that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

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

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

## **10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify ESTA and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of ESTA.

## **11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of ESTA shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which ESTA determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, ESTA has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all

amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by ESTA in a timely manner, or fails in any way as required to conduct the work and services as required by ESTA, ESTA may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, ESTA will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of

such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of ESTA. Any disclosure of confidential information by Contractor without ESTA's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

#### **18. CONFLICTS.**

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

#### **19. POST AGREEMENT COVENANT.**

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

#### **20. SEVERABILITY.**

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

#### **21. FUNDING LIMITATION.**

The ability of ESTA to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, ESTA has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

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

**ESTA:**

Phil Moores, Executive Director  
Eastern Sierra Transit Authority  
P.O. Box 1357  
703B Airport Road  
Bishop, CA 93515

**Contractor:**

Name: Gerald Nitchals  
Title: Transportation Director  
Pahrump Senior Center  
1370 W. Basin  
Pahrump, NV 89060

**24. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.



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**AGREEMENT BETWEEN EASTERN SIERRA TRANSIT AUTHORITY  
AND PAHRUMP SENIOR CENTER  
FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND  
SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**EASTERN SIERRA TRANSIT AUTHORITY**

**PAHRUMP SENIOR CENTER**

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

By: Gerald Nitchals  
Signature

\_\_\_\_\_  
Print or Type Name

Gerald Nitchals  
\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: 06/30/2020

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_  
Signature

**ATTACHMENT A**

CONTRACTOR shall provide all labor, supervision, transportation, supplies, vehicles, maintenance, insurance, fuel, and other items necessary to provide twice monthly public transportation service between the Tecopa/Shoshone area and Pahrump. Passengers are picked up at the Tecopa Senior Center with door-to-door pick-ups and returns are provided upon request. The passengers travel for a variety of reasons including shopping, medical and recreation. During the time the vehicle is in Pahrump, the driver remains available to provide transportation to multiple destinations in the Pahrump area. Passengers are permitted to transport ice chests and to carry many bags on the return trips. The schedule through September 30, 2020 is detailed in the table below. The schedule after that will be determined by ESTA and passengers in the Tecopa/Shoshone area and will likely continue to be the first and third Wednesdays following the third day of the month.

Schedule Departure Times	
Tecopa	9:15am
Shoshone	9:35am
Pahrump	12:40pm
The return trip to Shoshone and Tecopa departs no later than 12:40pm. The bus may leave earlier depending on passenger needs.	

ESTA requires that transportation service be provided in a late model, Americans with Disabilities Act (ADA) accessible, well maintained vehicle capable of transporting a minimum of 12 ambulatory passengers, or eight ambulatory passengers and two passengers in wheelchairs.

Other responsibilities of CONTRACTOR in fulfilling the requirements of the Scope of Work include, but are not limited to:

- A. Provision of fully licensed, trained, and qualified drivers
- B. Provision of all fuel required for the transportation services
- C. Provision of all required vehicle maintenance
- D. Provision of vehicle liability, general liability, and workers' compensation insurance. CONTRACTOR shall provide a certificate of insurance to ESTA evidencing such coverage.
- E. Provision of telephone service to allow passengers to call to reserve transportation
- F. Administration, coordination and supervision of the service

- G. Collect fares from passengers in compliance with a fare schedule for the route to be established by ESTA
- H. Provide monthly reports to ESTA detailing passenger trips per service day, service miles, service hours, and passenger fares collected, as well as reports of any operating issues (e.g. accidents, incidents, mechanical breakdowns, missed service).
- I. Pay any license fees, assessment and taxes, including, but not limited to, use, sales, property or other taxes which may be imposed on CONTRACTOR by any governmental agency as a result of the provision of this service.
- J. Provision of a back-up vehicle in the event that the primary vehicle becomes unavailable for any reason (e.g. mechanical breakdown).
- K. Comply with all applicable federal, state and local regulations governing public transportation, including providing a drug free workplace.

## **ATTACHMENT B**

ESTA agrees to pay Contractor for performance of the services set forth in this Agreement pursuant to the rates identified below:

- A. \$130.00 per month as a fixed fee to cover administrative costs, plus
- B. \$250.00 per day of service, up to two days per month, less passenger fares collected.

## ATTACHMENT C

### **INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR's indemnification of ESTA, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and, in a form, satisfactory to ESTA.

**General liability insurance.** CONTRACTOR 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 \$3,000,000 per occurrence, \$5,000,000 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. The policy shall also include sexual abuse and molestation coverage or provide a separate policy.

**Automobile liability insurance.** CONTRACTOR 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 CONTRACTOR 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 \$10,000,000 combined single limit for each accident.

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

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

**Umbrella or excess liability insurance.** CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and

- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

### **Other provisions or requirements**

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

**Duration of coverage.** CONTRACTOR 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 CONTRACTOR, his agents, representatives, employees or subcontractors.

**Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by ESTA 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 ESTA before the ESTA's own insurance or self-insurance shall be called upon to protect it as a named insured.

**ESTA'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, ESTA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by ESTA will be promptly reimbursed by CONTRACTOR or ESTA will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, ESTA 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 VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the ESTA's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against ESTA, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby

waives its own right of recovery against ESTA, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

**Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the ESTA to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the ESTA 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 CONTRACTOR maintains higher limits than the minimums shown above, the ESTA requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the ESTA.

**Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to ESTA 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 ESTA and its officers, officials, employees, and agents, and volunteers 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 ESTA and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that 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.

**Pass through clause.** CONTRACTOR agrees to ensure that its subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees

that upon request, all agreements with CONTRACTORS, subcontractors, and others engaged in the project will be submitted to ESTA for review.

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

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by ESTA. ESTA 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 ESTA.

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

**Additional insurance.** CONTRACTOR 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.



## ATTACHMENT D

### AGREEMENT BETWEEN EASTERN SIERRA TRANSIT AUTHORITY AND PAHRUMP SENIOR CENTER FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES

#### REQUIRED THIRD PARTY CONTRACT PROVISIONS

This contract is funded with State of California Local Transportation Fund (LTF) monies, which require the following contract clauses.

#### No Obligation to Third-Parties by use of a Disclaimer

A No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that. Absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.

C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.

E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

#### Program Fraud and False or Fraudulent Statements or Related Acts

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, It may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed In whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The

CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

### Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, Accounting records, and other evidence pertaining to the performance of this Contract All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

### Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

### Federal Changes, Amendments to State. and Local Laws, Regulations. and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

### Civil Rights (Title VI, EEO. & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

A. Race. Color. Creed. National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 200e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 200e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The

CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.

B. Nondiscrimination. The CONTRACTOR, with regard to the work (performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal *is* employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR compiles and/or
2. Cancellation, termination, or suspension of the Contract, In whole or in part.

F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment. unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department Of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

#### Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FT A terms and conditions.

#### Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

#### Disadvantaged Business Enterprise COSE)

The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs; 49 CFR Part 26 and will cooperate

with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Contract

#### Prompt Payment and Return of Retainage

- A. All payments, including payments by the CONTRACTOR to any third-party, shall be made in accordance with, and in the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.
- B. The CONTRACTOR shall not withhold retention from any subcontractor, nor shall the Awarding Agency withhold retention from CONTRACTOR.
- C. The CONTRACTOR must pay subcontractors within 7 days of receipt of each progress payment under Public Contract Code sections 10262 and 10262.5 or Business and Professions Code sections 7108.5, as applicable.

#### U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag carriers: and 41 CFR Section 301-10.131through301-10.143.
- B. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed International air travel and transportation, to the extent such service is available or applicable.

#### Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

### Charter Service Operations

(Transit Operation and Rolling Stock Only) The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FT A assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (Including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and *any* violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

### School Bus Operations

(Transit Operation and Rolling Stock Only) Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations In competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

### Vehicle Operator Licensing

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

### Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drugfree workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331 , and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

#### Drug and Alcohol Testing

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before January 31, and to submit the annual Management Information System (MIS) reports before April 30 to ESTA, P.O. Box 1357, Bishop, CA 93515. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances" for Federal Transit Administration Grants and Cooperative Agreements, which is published annually in the Federal Register.

#### Bus Testing

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 531 B(e), 5323(c), and the FTA regulations, "Bus Testing", 49 CFR Part 665, and any revision thereto, including the certification that before expending any federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the Awarding Agency.

#### Pre-Award and Post Delivery Audit



The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5323(1), 5323(m), and the FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases." 49 CFR Part 663, and any revision thereto.

CONTRACTOR AGREES TO EACH OF THE REQUIRED CONTRACT CLAUSES LISTED ABOVE.

*Gerald Nitchals*, Gerald Nitchals  
Signature, Printed Name

06/30/2020  
Date

## Staff Report

To: ESTA Board of Directors  
Prepared By: Phil Moores, ESTA Executive Director  
Subject: Keeler Dial-a-Ride

### **Background:**

Inyo County Supervisor Matt Kinsley contacted me after being called by a resident in Keeler, Ca. The resident is a senior and driving is becoming difficult. I added the request to the Inyo Transportation Development Act Unmet Needs process. The Inyo Local Transportation Commission approved the request as being an unmet need that is reasonable to meet in a meeting on June 17, 2020.

### **Planning and Discussion:**

Keeler is located 15 miles outside of Lone Pine, Ca. The Lone Pine DAR runs Monday through Friday from 7:30am to 3:30pm. After discussion with the Keeler resident and the Lone Pine DAR driver, Tuesdays present the best opportunity for a run to Keeler. The trip would be by reservation only with 24-hours' notice. Consideration for existing regular trips such as school children in Lone Pine is expected. Once in Lone Pine, additional trips would be charged the local Lone Pine fare. This service would connect Keeler residents to Lone Pine and Bishop (via Lone Pine Express) where shopping and medical services are available.

Marketing the new service would include a USPS mailing to Keeler residents, website, and verbiage in any relevant publications.

### **Financial Considerations:**

This service would fold into the existing Lone Pine DAR and would have a minimal additional cost in fuel and maintenance. The one-way fare to/from Keeler is expected to be the same as Lone Pine to Independence, \$3.50 Adult and \$3.00 Discounted. Discount fares are available to riders age 60+, individuals with disabilities, and youth under the age of 16.

### **Recommendation:**

Staff recommends the Board approve the addition of Keeler, CA to the Lone Pine Dial-a-Ride service.

**EASTERN SIERRA TRANSIT AUTHORITY**

**Minutes of Friday, June 26, 2020  
 Special Meeting**

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 11:10 a.m. on Friday, June 26, 2020, via Zoom. The following members were present: Karen Schwartz, Jennifer Kreitz, Dan Totheroh, Bill Sauser, Jim Ellis, and Jeff Griffiths. Bob Gardner, joined the meeting at 11:30.

Public Comment	None
Budget and OPEB Policies	Mr. Moores reported on ESTA Budget and OPEB Funding Policies.
FY20-21 Budget Measures Report	Mr. Moore presented FY 20-21 Budget for Board to review and approve proposed FY 2020-21 Operating and Capital budget.  Moved by Director Griffiths and seconded by Director Kreitz to approve FY 20-21 Budget.  Roll call vote taken.  Motion carried 8-0.
Consent Agenda:  Approval of Meeting Minutes: June 12, 2020	Moved by Director Ellis and seconded by Director Totheroh to approve the Consent Agenda Consisting of:  Approval of Regular Meeting Minutes of June 12, 2020  Motion carried 8-0.
Board Member Comments	Director Kreitz commented on headlines regarding electric buses and how that may impact ESTA.  Director Totheroh inquired about the use of masks and asked if people were complying. Mr. Moores indicated people were complying and each driver has masks to give to passengers who needed them.  Director Gardner spoke with a lodging business who stated that for June they were going to beat last year's June numbers. The people are here now in large numbers.
Adjournment	The Chairperson adjourned the meeting at 11:37 a.m.

	The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for July 10, 2020. Check ESTA website for details on attending the meetings.
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Recorded & Prepared by:

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Linda Robinson  
Board Clerk  
Eastern Sierra Transit Authority

Minutes approved: