



ESTA BOARD AGENDA

Regular Meeting

Friday, April 9, 2021 at 11:00am

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

The Agenda is available at www.estransit.com

Chairperson: Jim Ellis

Vice-Chairperson: Bill Sauser

Board Members:

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

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

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

Voice recorded public comment: To submit public comment via recorded message, please call 760-872-1901 ext. 12 by 4pm Thursday, April 8th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email pmoores@estransit.com by 4pm Thursday, April 8th 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=VS9TeE4rU0NleWFCY0JTOVhzaIEyQT09>

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

Call to Order

Pledge of Allegiance

Roll Call

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

A. Information Agenda

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

B. Action Agenda

- B-1 FTA 5310 Bus Purchase Authorization
- B-2 FTA Section 5311, 5311(f) and 5311 Coronavirus Response and Relief Supplemental Appropriation Act CRRSSA Authorizing Resolution 2021-03
- B-3 Community Rides Grant Application
- B-4 Six-Month Summer Services Recommendation
- B-5 MMSA Ticket Sales and Line Hosting Agreement 2021

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 March 12, 2021
- C-2 Financial Audit Service Contract and Engagement Letter
- C-3 Approval MMSA Free Rides Agreement 2021-22

D. Closed Session

- D-1 DISCUSSION/POSSIBLE ACTION. Conference with Labor Negotiators. (Pursuant to Government Code Section 54957.6) – Authority designated representatives; Phil Moores and John Vallejo. Bargaining Group; ESTA-MCEA
- D-2 CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following item: Executive Director Performance Evaluation (Govt. Code Section 54957)
- D-3 Report on Closed sessions D-1 and D-2 as required by law.

E. Action Agenda Continued

E-1 Management and Confidential Employees MOU

F. Board Member Comments

G. Adjournment

The next regularly scheduled meeting is May 14, 2021. Check ESTA website for details on attending the meeting.

STAFF REPORT

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

Safety:

Thanks to good procedures and staff diligence, ESTA staff continues to remain Covid free. This is particularly noteworthy because of our exposure to the public. Vaccinations are readily available for ESTA employees and most are taking advantage. With staff protected from infection, there is a big sigh of relief and we can see an end to the threat of the pandemic. Vaccinated persons can still contract and spread the virus. Therefore, both the Special Paid Time Off and the Covid Workplace plan will remain in effect with minor adjustments.

Administration:

Recruitment

Summer Recruitment planning is underway. We need 10-12 drivers and are hoping for a successful hiring season. In the absence of job fairs and other recruiting venues, we are using our buses, papers, and radio to attract drivers. The Reds Meadow Shuttle in particular needs drivers.

Grants and Planning

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

The Bishop Facility Project is still awaiting LADWP approval. At this point, completion of the project will not be in time to allow the Bishop Airport renovation to begin. Alternative and intermediate office space is being investigated for October this year. The Airport plans to begin construction in November and our building will not likely be finished until early 2022.

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

Fleet

Two new cutaway buses have been ordered and are expected to arrive late summer.

STAFF REPORT

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

The year-to-date roll-up, fund balance reports and year-end forecast for the 2020/21 fiscal year are included on the following pages. Reports are as of April 1, 2021.

The federal government continues to apportion funds for COVID relief. There is no local match required on these funds. They are generally intended for operational use. To date, these are the funding sources and amounts if known. The funds allocated to 5311(f) may only be used on the 395 Routes to Reno and Lancaster. The funds for 5311 can be used on other operational projects in Inyo and Mono Counties.

COVID Relief Funding	Total Amount:
CARES Funding 5311	\$ 606,159
CARES Funding 5311(f)	\$ 823,876
CRRSAA 5311	\$ 544,192
CRRSAA 5311(f)	Unknown
ARPA 5311	Unknown
ARPA 5311(f)	Unknown

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

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

All other revenue is coming in as expected.

Overall, the fuel cost per gallon is running at around 25% below budget. The low actual expense on the financial reports for fuel and maintenance is primarily a result of not yet being in receipt of invoices from the Town of Mammoth Lakes for the months of January through March.

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

Financial information as of: 4/1/2021 % of Fiscal Year: 84%

153299 - EASTERN SIERRA TRANSIT - ROLL UP

OPERATING Revenue		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4061	LOCAL TRANSPORTATION TAX	985,757	575,025	410,732	58%	985,757		
4065	STATE TRANSIT ASST	321,219	122,982	198,237	38%	266,067	(55,152)	August Estimate came it at \$55,152 less than budgeted.
4301	INTEREST FROM TREASURY	12,000	24,223	(12,223)	202%	24,223	12,223	
4498	STATE GRANTS	44,520	44,520	-	100%	44,520	-	Paid in advance.
4499	STATE OTHER	73,910	31,094	42,816	42%	76,569	2,659	August estimate came in a bit higher than the January estimate.
4555	FEDERAL GRANTS	1,269,256	4,414	1,264,842	0%	1,567,739	298,483	CARES funds are in the process of being invoiced, additional CRRSA and ARPA funds will be available.
4599	OTHER AGENCIES	1,044,268	606,565	437,703	58%	1,044,268	-	\$83,210 of budget/forecast is Capital for Trolley Match, 1/2 of this has been received.
4747	INSURANCE PAYMENTS	-	9,655	(9,655)		9,655	9,655	Insurance payments
4819	SERVICES & FEES	1,385,410	882,763	502,648	64%	1,385,410	-	MMSA rev down \$37K
4959	MISCELLANEOUS REVENUE	12,000	6,250	5,750	52%	12,000	-	
4999	PRIOR YEARS REIMBURSEMENTS	-	304	(304)		304	304	
	Revenue Total:	5,148,340	2,307,795	2,840,545	45%	5,416,511	268,171	Relief funds should balance the budget this year

Operating Expenditure:		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5001	SALARIED EMPLOYEES	1,467,779	905,271	562,508	62%			
5003	OVERTIME	65,684	30,964	34,720	47%			
5005	HOLIDAY OVERTIME	124,696	81,675	43,021	65%			
5012	PART TIME EMPLOYEES	455,497	295,994	159,503	65%			
	Wages subtotal	2,113,656	1,313,905	799,751	62%	2,113,656	-	Service reductions=less payroll
5021	RETIREMENT & SOCIAL SECURITY	54,088	27,992	26,096	52%	54,088	-	
5022	PERS RETIREMENT	260,870	140,098	120,772	54%	260,870	-	March expenses not reflected
5031	MEDICAL INSURANCE	249,640	137,232	112,408	55%	249,640	-	March expenses not reflected
5043	OTHER BENEFITS	33,351	23,176	10,175	69%	33,351	-	
5045	COMPENSATED ABSENCE EXPENSE	189,999	96,926	93,073	51%	189,999	-	
5047	EMPLOYEE INCENTIVES	6,250	4,777	1,473	76%	5,277	973	
5111	CLOTHING	1,000	339	661	34%	1,000	-	
5152	WORKERS COMPENSATION	120,220	120,000	220	100%	120,220	220	Insurance is prepaid for the year.

Operating Expenditure:		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5154	UNEMPLOYMENT INSURANCE	75,000	25,729	49,271	34%	75,000	-	
5158	INSURANCE PREMIUM	219,580	206,124	13,456	94%	219,580	13,456	Insurance is prepaid. Property insurance less than estimated. Have not received TOML bills for January-March. \$28K rebuild shown in the capital section under "vehicle" has been manually added here as it was paid for with operating funds and this budget.
5171	MAINTENANCE OF EQUIPMENT	611,000	350,875	288,448	57%	611,000	-	
5173	MAINTENANCE OF EQUIPMENT-MATER	18,400	2,782	15,618	15%	18,400	-	
5191	MAINTENANCE OF STRUCTURES	5,000	294	4,706	6%	5,000	-	
5211	MEMBERSHIPS	1,300	740	560	57%	1,300	-	
5232	OFFICE & OTHER EQUIP < \$5,000	12,050	5,879	6,171	49%	12,050	-	
5238	OFFICE SUPPLIES	7,000	4,056	2,944	58%	7,000	-	
5253	ACCOUNTING & AUDITING SERVICE	49,400	34,650	14,750	70%	49,400	-	
5260	HEALTH - EMPLOYEE PHYSICALS	5,890	3,437	2,453	58%	5,890	-	
5263	ADVERTISING	34,000	19,792	14,208	58%	34,000	-	
5265	PROFESSIONAL & SPECIAL SERVICE	219,694	35,456	184,238	16%	219,694	-	Includes funds for SRTP & CHSP
5291	OFFICE, SPACE & SITE RENTAL	174,844	139,632	35,212	80%	174,844	-	
5311	GENERAL OPERATING EXPENSE	82,680	34,128	48,552	41%	82,680	-	
5326	LATE FEES & FINANCE CHARGES	-	47	(47)	0%	(47)	(47)	Will add budget next year.
5331	TRAVEL EXPENSE	3,225	275	2,950	9%	3,225	-	
5332	MILEAGE REIMBURSEMENT	29,355	10,163	19,192	35%	29,355	-	
5351	UTILITIES	60,000	35,570	24,430	59%	60,000	-	
5352	FUEL & OIL	470,307	191,290	279,017	41%	470,307	-	Have not received TOML bills for January- March
5539	OTHER AGENCY CONTRIBUTIONS	52,332	-	52,332	0%	52,332	-	\$9K for 2021 Reds and \$43K OPEB
5901	CONTINGENCIES	50,700	-	50,700	0%	50,700	-	
	Expenditure Total:	5,210,831	2,965,363	2,273,791	57%	5,209,811		

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

NET TRANSFERS 246,980

Projected Revenue less Projected Expenses & Capital Replacement Transfers:

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

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

Capital Expenditures

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

Projected Capital Revenue Less Projected Expenses : -

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

Ledger: GL

As of 4/1/2021

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 153298 - ESTA - BUDGET						
OPERATING						
Revenue						
Expenditure						
NET OPERATING		0.00	0.00	0.00	0.00	
CAPITAL ACCOUNT						
Revenue						
NET CAPITAL ACCOUNT		0.00	0.00	0.00	0.00	
Key: 153299 - EASTERN SIERRA TRANSIT						
OPERATING						
Revenue						
4061	LOCAL TRANSPORTATION TAX	985,757.00	575,025.49	0.00	410,731.51	58.33
4065	STATE TRANSIT ASST	321,219.00	122,982.00	0.00	198,237.00	38.28
4301	INTEREST FROM TREASURY	12,000.00	24,222.50	0.00	(12,222.50)	201.85
4498	STATE GRANTS	44,520.00	44,520.00	0.00	0.00	100.00
4499	STATE OTHER	73,910.00	31,093.74	0.00	42,816.26	42.06
4555	FEDERAL GRANTS	1,269,256.00	4,413.94	0.00	1,264,842.06	0.34
4599	OTHER AGENCIES	1,044,268.00	606,565.35	0.00	437,702.65	58.08
4747	INSURANCE PAYMENTS	0.00	9,654.77	0.00	(9,654.77)	0.00
4819	SERVICES & FEES	1,385,410.00	882,762.50	0.00	502,647.50	63.71
4959	MISCELLANEOUS REVENUE	12,000.00	6,250.46	0.00	5,749.54	52.08
4999	PRIOR YEARS REIMBURSEMENTS	0.00	303.89	0.00	(303.89)	0.00
Revenue Total:		5,148,340.00	2,307,794.64	0.00	2,840,545.36	44.82
Expenditure						
5001	SALARIED EMPLOYEES	1,467,779.00	905,270.54	0.00	562,508.46	61.67
5003	OVERTIME	65,684.00	30,964.48	0.00	34,719.52	47.14
5005	HOLIDAY OVERTIME	124,696.00	81,675.14	0.00	43,020.86	65.49
5012	PART TIME EMPLOYEES	455,497.00	295,994.39	0.00	159,502.61	64.98
5021	RETIREMENT & SOCIAL SECURITY	54,088.00	27,991.90	0.00	26,096.10	51.75
5022	PERS RETIREMENT	260,870.00	140,098.05	0.00	120,771.95	53.70
5031	MEDICAL INSURANCE	249,640.00	137,232.17	0.00	112,407.83	54.97
5043	OTHER BENEFITS	33,351.00	23,176.21	0.00	10,174.79	69.49
5045	COMPENSATED ABSENCE EXPENSE	189,999.00	96,925.94	0.00	93,073.06	51.01
5047	EMPLOYEE INCENTIVES	6,250.00	4,777.25	0.00	1,472.75	76.43
5111	CLOTHING	1,000.00	339.03	0.00	660.97	33.90
5152	WORKERS COMPENSATION	120,220.00	120,000.00	0.00	220.00	99.81
5154	UNEMPLOYMENT INSURANCE	75,000.00	25,729.12	0.00	49,270.88	34.30
5158	INSURANCE PREMIUM	219,580.00	206,124.00	0.00	13,456.00	93.87
5171	MAINTENANCE OF EQUIPMENT	611,000.00	322,551.68	0.00	288,448.32	52.79
5173	MAINTENANCE OF EQUIPMENT-	18,400.00	2,781.54	0.00	15,618.46	15.11
5191	MAINTENANCE OF STRUCTURES	5,000.00	293.96	0.00	4,706.04	5.87
5211	MEMBERSHIPS	1,300.00	740.00	0.00	560.00	56.92
5232	OFFICE & OTHER EQUIP < \$5,000	12,050.00	5,879.31	0.00	6,170.69	48.79
5238	OFFICE SUPPLIES	7,000.00	4,056.23	0.00	2,943.77	57.94
5253	ACCOUNTING & AUDITING SERVICE	49,400.00	34,650.00	0.00	14,750.00	70.14
5260	HEALTH - EMPLOYEE PHYSICALS	5,890.00	3,437.00	0.00	2,453.00	58.35
5263	ADVERTISING	34,000.00	19,791.75	0.00	14,208.25	58.21
5265	PROFESSIONAL & SPECIAL SERVICE	219,694.00	35,455.99	0.02	184,237.99	16.13
5291	OFFICE, SPACE & SITE RENTAL	174,844.00	139,631.52	0.00	35,212.48	79.86

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

Ledger: GL

As of 4/1/2021

Object	Description	Budget	Actual	Encumbrance	Balance	%
5311	GENERAL OPERATING EXPENSE	82,680.00	34,127.71	0.00	48,552.29	41.27
5326	LATE FEES & FINANCE CHARGES	0.00	46.78	0.00	(46.78)	0.00
5331	TRAVEL EXPENSE	3,225.00	275.39	0.00	2,949.61	8.53
5332	MILEAGE REIMBURSEMENT	29,355.00	10,163.30	0.00	19,191.70	34.62
5351	UTILITIES	60,000.00	35,570.02	0.00	24,429.98	59.28
5352	FUEL & OIL	470,307.00	191,289.86	0.00	279,017.14	40.67
5539	OTHER AGENCY CONTRIBUTIONS	52,332.00	0.00	0.00	52,332.00	0.00
5901	CONTINGENCIES	50,700.00	0.00	0.00	50,700.00	0.00
	Expenditure Total:	<u>5,210,831.00</u>	<u>2,937,040.26</u>	<u>0.02</u>	<u>2,273,790.72</u>	<u>56.36</u>
NET OPERATING		<u>(62,491.00)</u>	<u>(629,245.62)</u>	<u>(0.02)</u>	<u>566,754.64</u>	
NON-OPERATING Revenue						
NET NON-OPERATING		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CAPITAL ACCOUNT Revenue						
4066	PTMISEA	90,319.00	0.00	0.00	90,319.00	0.00
4067	STATE TRANSIT ASST-CAPITAL	355,378.00	0.00	0.00	355,378.00	0.00
4495	STATE GRANTS - CAPITAL	52,959.00	52,959.00	0.00	0.00	100.00
4557	FEDERAL GRANTS - CAPITAL	2,084,555.00	235,761.38	0.00	1,848,793.62	11.30
	Revenue Total:	<u>2,583,211.00</u>	<u>288,720.38</u>	<u>0.00</u>	<u>2,294,490.62</u>	<u>11.17</u>
Expenditure						
5640	STRUCTURES & IMPROVEMENTS	704,593.00	0.00	0.00	704,593.00	0.00
5655	VEHICLES	1,961,828.00	305,689.16	0.00	1,656,138.84	15.58
	Expenditure Total:	<u>2,666,421.00</u>	<u>305,689.16</u>	<u>0.00</u>	<u>2,360,731.84</u>	<u>11.46</u>
NET CAPITAL ACCOUNT		<u>(83,210.00)</u>	<u>(16,968.78)</u>	<u>0.00</u>	<u>(66,241.22)</u>	
TRANSFERS Revenue						
4798	CAPITAL REPLACEMENT	0.00	123,490.00	0.00	(123,490.00)	0.00
	Revenue Total:	<u>0.00</u>	<u>123,490.00</u>	<u>0.00</u>	<u>(123,490.00)</u>	<u>0.00</u>
Expenditure						
5798	CAPITAL REPLACEMENT	123,490.00	123,490.00	0.00	0.00	100.00
	Expenditure Total:	<u>123,490.00</u>	<u>123,490.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
NET TRANSFERS		<u>0.00</u>	<u>123,490.00</u>	<u>0.00</u>	<u>(123,490.00)</u>	
153299 Total:		<u>(269,191.00)</u>	<u>(646,214.40)</u>	<u>(0.02)</u>	<u>377,023.42</u>	

COUNTY OF INYO
UNDESIGNATED FUND BALANCES

AS OF 06/30/2021

	Claim on Cash 1000	Accounts Receivable 1100,1105,1160	Loans Receivable 1140	Prepaid Expenses 1200	Accounts Payable 2000	Loans Payable 2140	Deferred Revenue 2200	Computed Fund Balance	Encumbrances	Fund Balance Undesignated
ESTA - EASTERN SIERRA TRANSIT AUTHORI										
1532 EASTERN SIERRA TRANSIT	2,548,037	37,324	15,491		23,973			2,576,879		2,576,879
1533 ESTA ACCUMULATED	1,521,034							1,521,034		1,521,034
1534 ESTA GENERAL RESERVE	533,443							533,443		533,443
1535 ESTA BUDGET STAB	213,375							213,375		213,375
1536 REDS MEADOW ROAD	112,500							112,500		112,500
6820 NON-EMERGENCY TRAN REIM					305	10,041		(10,346)		(10,346)
6821 BISHOP YARD-ESTA	29					4,950		(4,921)		(4,921)
6822 LCTOP-ELECTRIC VEHICLE	143,475							143,475		143,475
6824 ESTA-LCTOP	18,398				8	500		17,890		17,890
6825 BISHOP ADMIN BUILDING	70,817							70,817		70,817
ESTA Totals	5,161,108	37,324	15,491		24,286	15,491		5,174,146		5,174,146
Grand Totals	5,161,108	37,324	15,491		24,286	15,491		5,174,146		5,174,146

STAFF REPORT

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

Executive Summary

Overall ridership decreased by only 51% in February compared to last year. This is the best month we have had since the Covid-19 pandemic. We were down 71% month over month in January. This is very encouraging.

	Feb-21	Jan-21	Change	Feb-20	Change
PASSENGERS					
Adult	52,593	37,471	40.4%	106,230	-50.5%
Senior	1,308	1,106	18.3%	1,770	-26.1%
Disabled	287	290	-1.0%	710	-59.6%
Wheelchair	157	99	58.6%	285	-44.9%
Child	4,699	2,457	91.2%	10,239	-54.1%
Child under 5	109	58	87.9%	163	-33.1%
Total Passengers	59,153	41,481	42.6%	119,397	-50.5%
FARES	\$19,534.76	\$14,661.00	33.2%	\$26,801.98	-27.1%
SERVICE MILES	497,351	79,610	524.7%	75,919	555.1%
SERVICE HOURS	5,135	4,713	8.9%	4,798	7.0%
Passengers per Hour	11.52	8.80	30.9%	24.89	-53.7%

RIDERSHIP COMPARISON				
REPORT MONTH - THIS YEAR/LAST YEAR				
Route	Feb-21	Feb-20	Variance	% Change
Mammoth Express	211	396	-185	-46.7%
Lone Pine Express	194	213	-19	-8.9%
Lone Pine DAR	317	464	-147	-31.7%
Tecopa	0	22	-22	-100.0%
Walker DAR	7	45	-38	-84.4%
Bridgeport to G'Ville	4	18	-14	-77.8%
Benton to Bishop	3	38	-35	-92.1%
Bishop DAR	3,017	3,334	-317	-9.5%
Nite Rider	80	238	-158	-66.4%
Mammoth FR	6,841	24,221	-17,380	-71.8%
Mammoth DAR	127	121	6	5.0%
Reno	356	457	-101	-22.1%
Lancaster	176	311	-135	-43.4%
MMSA	47,820	89,277	-41,457	-46.4%
TOTALS	59,153	119,397	-60,244	-50.5%
PASSENGERS PER SERVICE HOUR				
REPORT MONTH - THIS YEAR/LAST YEAR				PAX MILES/ SVC HOUR
Route	Feb-21	Feb-20	% Change	
Mammoth Express	2.67	5.49	-51.3%	
Lone Pine Express	2.18	2.33	-6.7%	
Lone Pine DAR	2.34	3.28	-28.8%	
Tecopa	#DIV/0!	1.48	#DIV/0!	
Walker DAR	0.08	0.31	-74.9%	
Bridgeport to G'Ville	0.29	0.78	-63.5%	
Benton to Bishop	0.35	2.71	-86.9%	
Bishop DAR	2.30	4.01	-42.7%	
Nite Rider	2.19	4.49	-51.2%	
Mammoth FR	9.21	29.04	-68.3%	
Mammoth DAR	0.74	0.75	-1.0%	
Reno	1.35	1.93	-29.8%	82.92
Lancaster	0.85	1.54	-44.7%	70.05
MMSA	24.07	45.52	-47.1%	
Total	11.52	24.89	-53.7%	

STAFF REPORT

Subject: Approval of Bus Purchases

Initiated by: Karie Bentley - Administration Manager

BACKGROUND:

In September 2019, the Eastern Sierra Transit Authority's Board of Directors authorized submittal of an application for grant funding for the Federal Transit Administration (FTA) Section 5310 Program. This program is authorized under Title 49 U.S.C. 5310 and provides funding to states and designated recipients to improve mobility for seniors and individuals with disabilities. The application was for two buses, two sets of auto chains and two camera systems to be used for the Bishop Dial-a-Ride service. The application was successful, and \$189,167 was awarded.

ANALYSIS/DISCUSSION:

The Federal Transit Administration (FTA) Section 5310 Program grant will fund the purchase of two replacement vehicles, equipped with auto chains and camera systems for Bishop Dial-a-Ride.

The CalACT/MBTA purchasing cooperative was utilized to request a quote from Creative Bus Sales for two Class C – Starcraft Allstar Buses in the amount of \$229,800.13. ESTA has all required paperwork for the Buy America Certification, and the purchase has been reviewed and approved by Caltrans. The purchase will be included in the FY 21/22 capital budget. Delivery of the buses is expected on or before August 10, 2021.

Although this grant does not require a match, the program limits the funding per vehicle to \$81,200, so \$162,400 is able to fund the two buses. The cost of ESTA's typical vehicle specifications exceed these funded amounts. ESTA will be required to pay the difference.

Funds were awarded separately for auto chains in the amount of \$8,732 and camera systems in the amount of \$18,035. These funds can only be used for those purposes. Quotes for these items came in around \$1,011 less than the award amount. The extra funds will return to the program.

Given the restriction on the auto chains and camera system funds, the grant will provide \$187,146 for the purchases. The balance of \$42,654.12 is 18.6% of the total price, which is similar to the match of other capital grants which

typically fall in the 15-20% range. This amount will be funded with Inyo STA Capital funds, it approved by the Inyo LTC, otherwise ESTA's capital restricted funds will be used.

FINANCIAL CONSIDERATIONS

The purchase of these buses will be included in the FY 2021/22 budget, with \$187,146 funded through FTA Section 5310 and \$42,654.12 funded with Inyo Capital Restricted STA and/or with funds from ESTA's Capital Replacement Account.

RECOMMENDATION

The Board is requested to approve the purchase of two Starcraft Allstar F450 -Class C buses from Creative Bus Sales, in the amount of \$229,800.12 funded with an FTA Section 5310 grant and Inyo Capital Restricted STA funds or with funds from ESTA's capital replacement account, with the busses to be ordered through the CalACT/MBTA purchasing cooperative.



Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980

April 9, 2021
Agenda Item #B-1


CalACT RFP #15-03 - Class C - Quote Sheet

Vehicle Class:	Class C - Starcraft Bus (Allstar)	Ford GPC #:		
Make/Model:	Starcraft Bus - (Allstar)	Type of Lift:	<input checked="" type="checkbox"/> Braun <input type="checkbox"/> Ricon	
Contact:	Joe Warta - Operation Supervisor	Lift Location:	<input checked="" type="checkbox"/> Front <input type="checkbox"/> Rear	
Agency:	Eastern Sierra Transit Authority	Seat Material D-90:	<input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Cloth	
Address:	P.O. Box 1357	Seat Color:	D-90 Gray	
City, State, Zip:	Bishop, CA	Reflective Stripes:	<input type="checkbox"/> Yes (2) 5" <input checked="" type="checkbox"/> No	
Phone:	(760) 920-1596	Stripe Color:	N/A (Note: Special Graphics)	
Fax:		Salesperson:	Don White - (714) 309-0688 Cell	
E-Mail:	jwarta@estransit.com - pmoores@estransit.com	Contact:	donw@creativebussales.com	
Quantity:	Description	Price	Ext. Price	ADA
1	Starcraft Bus - Class C - (Ford E450)	\$66,805.18	\$66,805.18	\$9,800.00
Published Options				
1	AM/FM/CD - (Per Spec)	\$495.00	\$495.00	
1	Braun NCL 1000 - (1,000lb Capacity Lift)	\$1,094.50	\$1,094.50	\$1,094.50
1	Dialight Exterior LED	\$742.50	\$742.50	
1	Dialight Interior LED	\$460.90	\$460.90	
1	Drivers Seat - (Recaro SHS / Standard)	\$0.00	\$0.00	
2	Freedman Foldaway Seat - (Double)	\$1,155.00	\$2,310.00	\$2,310.00
1	Hanover Electronic Signs - (Front / Side)	\$4,840.00	\$4,840.00	\$4,840.00
1	Mor/Ryde Suspension System	\$1,045.00	\$1,045.00	
1	OnSpot Automatic Tire Chains	\$4,290.00	\$4,290.00	
1	Raised Floor - (3 Step)	\$522.50	\$522.50	\$522.50
1	Roof Vent - (Transpec 1070)	\$544.50	\$544.50	
1	Spare Tire - (Loose, Full Size, To Match OEM Chassis)	\$0.00	\$0.00	
1	Telma Driveline Brake Retarder	\$9,240.00	\$9,240.00	
Non-Published Options				

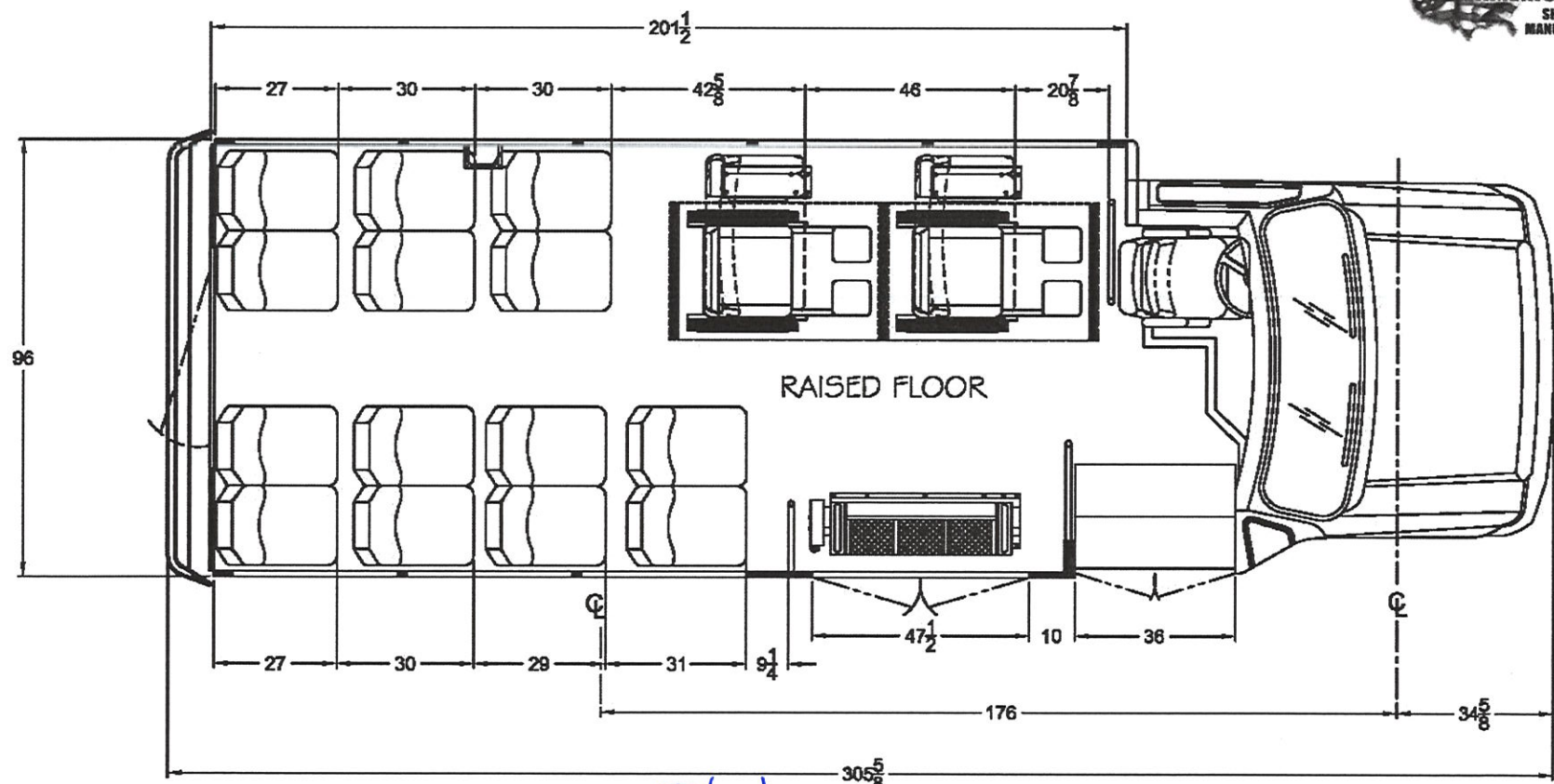
1	Apollo 2tb / 5-Camera System - (Custom System)	\$8,083.00	\$8,083.00	
1	Sportworks Bike Rack - (Black 3-Bike **Fat Tire**)	\$2,500.00	\$2,500.00	
1	Heater - 60k Vertical Mount (Floor Mount/Tower) - ProAir 460 (60k BTU's)	\$500.00	\$500.00	
1	ESTA Graphics - (Budgetary Amount)	\$2,500.00	\$2,500.00	
		Class C - Base Price	\$66,805.18	
		Published Options	\$25,584.90	
		Non-Published Options	\$13,583.00	
		Total	\$105,973.08	\$18,567.00
		Doc Prep Fee	\$85.00	
The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options		Non-Taxable	\$18,567.00	
The Taxable Amount Includes the Mobility Rebate of \$1,000.00 For Ford Chassis		Taxable Amount	\$88,491.08	
Bishop*		Tax Total	\$6,858.06	7.750%
		Sub-Total	\$112,916.14	
		CalACT Fee	\$1,589.60	
		DMV E-File Fee:	\$30.00	
		DMV Fee	\$0.00	(Estimated)
		Tire Fee	\$12.25	
		Local Delivery	\$352.08	163
		Total	\$114,900.06	<u>Insert Miles</u>
		Number of Units	2	
		Final Total	\$229,800.13	

Don White
Creative Bus Sales, Inc.
3/25/2021

Phil Moores
ESTA
3/25/21
Phil Moores



Local Delivery Up To 100 Miles at No Charge
Creative Bus Sales - (909) 465-5528 - 14740 Ramona Ave. Chino, CA 91710



Don White
 Creative Bus Sales, Inc.
 3/9/2021

Phil Moores
 Ex. Dir., Exec. Dir.
Phil Moores

3/10/21

NOTE: SHOWN WITH MID HI FREEDMAN SEATS & LIGHT WEIGHT SEAT LEGS REQUIRED
 ALLSTAR E-450 14,500 GVWR OPTIONS LIMITED
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
 COMPLETED ORDER WITH ALL OPTIONS SHOWN.
 OPTIONAL EQUIPMENT MAY BE SHOWN.
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

APPROVED

CUSTOMER SIGNATURE

SCALE IN INCHES

STARCRRAFT BUS
 a division of Forest River, Inc.

THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRRAFT BUS, A DIVISION OF FOREST RIVER.

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED		STARCRRAFT BUS a division of Forest River, Inc. NAME: MDK DWG. No. 14 2 WC 2 DB FOLDS 176 190 USA CAL TRANS
WOOD	OTHER	
± 1/8"	± 1/16"	
± 1°	± 1/2°	

STAFF REPORT

Subject: Resolution Authorizing the Executive Director the Eastern Sierra Transit Authority, to File and Execute Applications Pursuant to Section 5311, and 5311(f) of the Federal Transit Act including Corona Relief and Response Supplemental Appropriation Act (CRRSAA) Funds

Initiated by: Karie Bentley, Administration Manager

BACKGROUND:

The Eastern Sierra Transit Authority regularly applies for funding through Section 5311 of the Federal Transportation Act for operating assistance for rural transit service in Inyo and Mono Counties, and through Section 5311(f) for operating assistance for the intercity routes that ESTA operates north to Reno and South to Lancaster. Relief funding is also currently available that can be applied to these projects under the Corona Relief and Response Supplemental Appropriation Act (CRRSAA).

ANALYSIS/DISCUSSION:

FTA Section 5311 and 5311(f) funds are available to Inyo and Mono County to be used to augment operational and or capital costs. FTA Section 5311 funds are apportioned annually, by formula, to each County to be used for public transportation projects only in nonurbanized areas. Section 5311 funds may be used for capital, operating or administrative assistance to state or local agencies that are operators of public transportation services. The FTA Section 5311 funds apportioned to Inyo and Mono Counties require a 44.67% match, which is satisfied with our ongoing State Local Transportation Funds (LTF).

For 2021/22, the Section 5311 apportionment amounts are \$116,573 for Inyo County, and \$89,268 for Mono County.

Federal Transportation Administration (FTA) Section 5311(f) funds have been applied for annually to provide operating and sometimes capital assistance for the 395 Route bus routes to Reno and Lancaster. This is a competitive grant for inter-city bus service from nonurbanized areas connecting to urbanized areas. The FTA Section 5311(f) funds require a 44.67% local match. LTF

funds are available and will be allocated to the projects. COVID Relief funds (CARES and possibly CRSSAA) will also be used to fund the project.

ESTA is finalizing the grant application for this year's Section 5311(f) funding for the 395 Route to Reno and Lancaster. ESTA currently has COVID Relief funds at 100% federal share to use on this project, but anticipates that around \$175K in 5311(f) funding will be requested. Section 5311(f) funding requires a 44.67% local match which will be covered with LTF allocations from Inyo and Mono counties.

Federal funding through the 5311 Corona Relief and Response Supplemental Appropriation Act (CRRSAA) Funding is also available to ESTA. It is 100% federally funded. The CRRSAA share for Inyo County is \$308,189, for Mono County it is \$236,003. These funds will be requested for operations.

FINANCIAL

5311 CRRSAA funds are expected to amount to \$544,192, in operating assistance no match is required on these funds.

Federal funding for FY 2021/22 under the Section 5311 is expected to amount to \$205,841 and funds 55.33% and requires a 44.67% match of \$166,183.

The 5311(f) program for the 395 Routes to Reno and Lancaster is expected to fund around \$175K of the service and would require, of \$142K in matching funds. These routes would also be partially funded with relief funds. The required matching funds will be provided from LTF allocations through the Inyo and Mono County Local Transportation Commissions, as has been the practice in previous years.

The federal revenue and required matching funds will be included in the FY 2021/22 budget when it is presented to the Board.

RECOMMENDATION

Approve Resolution 2021-03 authorizing the Executive Director to file and execute applications and supporting documentation on behalf of Eastern Sierra Transit Authority with the Department of Transportation to aid in the financing of planning, operating and/or capital assistance projects pursuant to Sections 5311 and 5311(f) of the Federal Transit Act including CRRSAA funds.

RESOLUTION NO. 2021-03

A RESOLUTION OF THE EASTERN SIERRA TRANSIT AUTHORITY BOARD OF DIRECTORS, STATE OF CALIFORNIA, AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9040.1G**), and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, Eastern Sierra Transit Authority desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in Inyo and Mono Counties; and

WHEREAS, the Eastern Sierra Transit Authority has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Directors of the Eastern Sierra Transit Authority does hereby Authorize the Executive Director, to file and execute applications on behalf of Eastern Sierra Transit Authority with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1G**), as amended.

That the Executive Director is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That the Executive Director is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That the Executive Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED by the Board of Directors of the Eastern Sierra Transit Authority, which provides transit service in Inyo and Mono Counties, State of California, at a regular meeting of said Commission or Board Meeting held on the by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

By

Linda Robinson, Board Clerk

(Please Print)

Name: _____

Title: _____

Signature: _____

Date: _____

STAFF REPORT

Subject: Grant Funding Opportunity – Bishop DAR Expansion

Prepared by: Phil Moores, Executive Director

BACKGROUND:

A call for projects was announced from the Rural Transit Assistance Program (RTAP). The purpose of the grant is to support transportation partnerships that improve social determinants of health in rural and tribal communities. Projects will support access to critical needs like employment, healthcare, education, healthy food, social services, or recreation, as well as build the capacity of transit programs. Awards are up to \$100,000 to be spent within 15 months of project funds obligation.

ESTA's application seeks to expand Bishop DAR from 5:30pm to 8:30pm weekdays, and extend DAR hours from 12:30pm to 5pm Sundays.

Northern Inyo Hospital, Alpine Recover Center, and Inyo Mono Advocates for Community Action (IMACA) have verbally committed to partnering, and I have tentative agreements from others. I have contacted Inyo-Mono Association for the Handicapped, Wild Iris, and Oasis of Grace Church. These organizations provide community services that would benefit from expanded DAR hours. In addition, DAR expansion has been on the Unmet Transit Needs list in Inyo County. Unmet Transit Needs items are received during Regional Planning Advisory Committee meetings.

The grant requires a plan to cover the expansion costs after the 15-month project is complete. The Inyo LTC, which conducts the Unmet Transit Needs program, is the most likely to sustain the expanded service through Transportation Development Act funds, but have yet to commit to the project. As of this writing, I am preparing a report to the LTC to gauge their interest.

The application is due May 10, 2021. The attached resolution is submitted to gain Board approval for the application and project.

ANALYSIS:

The last hour of weekday service is very busy which indicates demand for services after we close. We have received requests for later weekday services to connect the returning 395 Reno Route to the greater Bishop area. The 395 Reno returns to Bishop at 6:20pm. Alpine Recovery Clinic finishes meetings around 8:30pm Mon-Wed-Fri. IMACA gets after hours calls for transporting personal belongings, but cannot transport people.

Bishop Airport expansion will stress our Dial-a-Ride locally. Even though Mammoth expects the lion's share of visitors, Bishop should expect a percentage of local activity from both residents and nonresidents. Trips to and from the airport both during the day and evening are to be expected.

Sundays are not busy, but Sunday morning is not typically a high demand period anywhere. Church services end after we close and Sunday afternoon presents better demand opportunity than the morning. We should try to get it funded and test the waters, but it does not hold the promise of the weekday evening service.

If after the project finishes the ridership does not justify the expense of the full expansion, then a scaled back version would be considered. If the grant is awarded or we decide to move forward with the expansion without grant funding, a scaled back version may still be prudent. If TDA Funding declines and the Inyo LTC cannot fund the full plan, then again, we may decide that simply adding two hours to weekdays is sufficient.

The Town of Mammoth Lakes occasionally wants to pay for and add services such as extra Lakes Basin Trolleys this summer. Besides that, there have been three service expansion projects that staff has prioritized:

1. Saturday and/or Sunday 395 Routes
2. Bishop Dial-a-Ride weekday nights (with Sunday to complete our schedule)
 - a. This dovetails with Airport expansion (we expect three flights daily: morning, afternoon and early evening.)
3. Inyo County Trailhead service (summer only)

FINANCIAL:

The annual project cost is \$93,288 in its fully expanded form. Reducing Sundays and weekday hours is an option to scale the project if funding is unavailable for the full expansion. Matching funds are not required on the grant.

Option 1				
Full Expansion Project Cost				
	Week	Year	\$/hr	\$/yr
Weekdays	15	780	\$92.00	\$71,760
Sunday	4.5	234	\$92.00	\$21,528
Total Per Year				\$93,288
Option 2				
No Sundays Expansion Project Cost				
	Week	Year	\$/hr	\$/yr
Weekdays	15	780	\$92.00	\$71,760
Total Per Year				\$71,760
Option 3				
No Sundays/2 Hour Weekday Expansion Project Cost				
	Week	Year	\$/hr	\$/yr
Weekdays	10	520	\$92.00	\$47,840
Total Per Year				\$47,840

RECOMMENDATION:

The Board is requested to pass and approve Resolution 2021-04 authorizing submittal of an application for grant funding under the National Rural Transit Assistance Program, and to authorize the Executive Director to execute and file all documentation required.

RESOLUTION NO. 2021-04

**A RESOLUTION OF THE EASTERN SIERRA TRANSIT AUTHORITY BOARD OF DIRECTORS,
RESOLUTION AUTHORIZING FUNDING UNDER THE NATIONAL RURAL TRANSIT
ASSISTANCE PROGRAM**

WHEREAS, the U. S. Secretary of Transportation is authorized to make grants through the Federal Transit Administration to support research, technical assistance, training, and related support services to non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (Title 49 USC 5311(b)(3)); and

WHEREAS, the National Rural Transit Assistance Program has been designated by the Federal Transportation Administration to administer Section 5311 grants for transportation projects for the general public for the rural transit and Tribal areas; and

WHEREAS, *Eastern Sierra Transit Authority* desires to apply for said financial assistance to permit operation of services in Inyo Counties; and

WHEREAS, the *Eastern Sierra Transit Authority* has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the *Eastern Sierra Transit Authority Board of Directors* does hereby Authorize the *Executive Director*, to file and execute applications on behalf of The Authority to aid in the financing of operating assistance projects pursuant to Title 49 USC 5311 (b)(3), as amended.

That *Executive Director* is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department of Transportation.

That *Executive Director* is authorized to provide additional information as the Department of Transportation may require in connection with the application for the Section 5311 projects.

That *Executive Director* is authorized to submit and approve request for reimbursement of funds from the Department of Transportation for the Section 5311 project(s).

PASSED AND ADOPTED by the *Eastern Sierra Transit Board of Directors*, State of California, at a regular meeting of said Board held on the 9th day of April, 2021, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

Jim Ellis, Chairperson
Eastern Sierra Transit Authority Board of Directors

Attest By: _____
Linda Robinson, Board Clerk

STAFF REPORT

Subject: Six-Month Service Recommendations

Presented by: Phil Moores, Executive Director

BACKGROUND:

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

ANALYSIS/DISCUSSION:

The following pages detail the specific routes that are planned to be operated by Eastern Sierra Transit for what is considered the summer season, from April through September of 2021.

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

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

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

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

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

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

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

Market Development (MD) – This is an experimental service that tests a previously unserved area for potential. The prescribed method for introducing new service is a three-year schedule. Year one is considered a marketing

outreach, and year two is a telling year where ridership either increases, stays flat, or declines. In cases where ridership increases in the second year, a third year is recommended. In cases where ridership declines or remains flat in the second year, a third year is not recommended without significant changes to attempt improvement.

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

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

Table 1

Planned ESTA Services April 2021 through September 2021											
Route	Type	Days of Week							Hours	Service Period	Description
		S	M	T	W	T	F	S			
Walker DAR	DAR		X		X	X	X		8am-4:30pm	year-round	1 bus, some service Tuesdays
Walker to Mammoth	LL			X					8am - 5pm	year-round	1 bus, One roundtrip on Tuesday
Bridgeport - Carson	LL				X				11am-6:30pm	year-round	1 roundtrip on Wednesday
Mammoth DAR	Par		X	X	X	X	X		8am-5pm	year-round	Provides ADA paratransit backup
Purple Line	Cor	X	X	X	X	X	X	X	7am-6pm	year-round	1 bus with 30-minute headways
Mammoth Shoulder Season Trolley	Cor	X	X	X	X	X	X	X	7am-9pm	mid-April to mid-June Labor Day	2 buses with 30-minutes service until 9pm
Mammoth Summer Trolley	Cor	X	X	X	X	X	X	X	7am-2am	May 26-Nov 16	3 buses with 20-minutes service until 10pm. Reduced till 2am
Mammoth Lakes Basin Trolley	Cor	X	X	X	X	X	X	X	8am-6pm	June 16-Labor Day after Labor	2 buses with 30-minutes service, 3 on Sat. 1 bus with 60-minute
Mammoth Express	Com		X	X	X	X	X		see schedule	year-round	8 trips daily
395 Reno	Cor		X	X	X	X	X		see schedule	year-round	1 roundtrip daily
395 Lancaster	Cor		X	X	X	X	X		see schedule	year-round	1 roundtrip daily
Benton - Bishop	LL			X				X	8:30am leave 2:30pm return	year-round	1 roundtrip daily, 2 days per week
Bishop DAR	DAR	X	X	X	X	X	X	X	7am-5:30pm (M-F) 8:30am-6pm (Sat) 8am-1pm (Sun)	year-round	Door-to-door service in Bishop Friday and Saturday nights (and New Years Eve & Tri-county Fair
Nite Rider	DAR						X	X	6pm-2am	year-round	Weather permitting June 12-Labor Day 2 trips departing Bishop 8am and 4pm
Bishop Creek Shuttle	MD	X	X	X	X	X	X	X	8am-9:45a 4pm-5:45pm	year-round	6 trips daily
Lone Pine - Bishop	Com		X	X	X	X	X		see schedule	year-round	1 bus - door-to-door service 1 roundtrip two Wednesdays per month
Lone Pine DAR	DAR		X	X	X	X	X		7:30am-3:30pm	year-round	6 buses with 20-minute service
Tecopa - Pahrump	LL				X				9am-1:30pm	year-round	4 weekends after Labor Day into October 1 bus with one a.m. trip in, and one p.m. trip out, then circulator in the Valley
Reds Meadow Shuttle	Cor	X	X	X	X	X	X	X	7am-9pm	June-Labor Day week	1 bus with one a.m. trip in, and one p.m. trip out, then circulator in the Valley
Reds Meadow Valley Shuttle	Cor	X						X	8:30am-4pm	4 weekends after Labor Day into October	

The proposed services for the coming six months include the following:

- Summer seasonal shuttle service to **Bishop Creek Recreation Area** is proposed to be continued. Service dates are June 12 thru September 6.
- Reds Meadow service is expected to begin in June. I am recommending a temporary fare increase to hedge against large potential losses due to load restrictions. The increase will also control demand which may overwhelm the available capacity. The US Forest Service District Ranger, Gordon Martin, has agreed with this increase as a temporary measure. Also, The Town of Mammoth Lakes is considering a pledge of \$150,000 as insurance against losses. Both the fare increase, and the Town's generous backing makes the service less of a risk for ESTA. Public notices have been published regarding the fare increase, and the ESTA Board will make the final decision at the May 14th Board meeting, which will serve as a public hearing.
- Lakes Basin Trolley – The Town is proposing to fund an additional trolley which would circulate within the Lakes Basin serving the Lake Mary Loop and Horseshoe. Traffic and delays are a challenge in the Basin. Also, the Town is restriping the Horseshoe Lake parking lot where The ESTA trolleys have been trapped by parked vehicles.
- All other services approved for operation in FY20-21 are proposed to continue in FY21-22.

FINANCIAL CONSIDERATIONS

The transit service detailed on the preceding pages are included in the ESTA FY 2020-21 budget and are consistent with the revenues included in the budget. The revenues and expenses for the routes that are approved to operate beyond June 30, 2021 will be included in the FY 21-22 budget.

RECOMMENDATION

The Board is requested to approve the Eastern Sierra Transit services planned to be operated through September 2021.

STAFF REPORT

Subject: 2021 Reds Meadow Ticket Sales-Line Hosting Agreement
with Mammoth Mountain Ski Area

Presented by: Phil Moores, Executive Director

BACKGROUND:

ESTA has operated the Reds Meadow Shuttle service since 2009. A component of this operation is the provision of ticket sales and line hosting. The Special Use permit with the U.S. Forest Service allows ESTA to contract with a third party to provide this service. Beginning in 2017, ESTA contracted the Reds Meadow Shuttle ticket sales and line hosting service to Mammoth Mountain Ski Area.

ANALYSIS/DISCUSSION:

The operation of the Reds Meadow Shuttle service includes the requirement for the provision of the sale of tickets for the shuttle service. Prior to 2017, ESTA provided ticket sales directly using ESTA employees selling the tickets from an MMSA provided ticket window. This arrangement proved to be beneficial from both customer experience and financial perspective. In 2017, MMSA approached ESTA with a proposal to provide the Reds Meadow ticket sales service, which would include manning the outside ticket sales windows during busy periods. ESTA and MMSA entered into an agreement for these services for the 2017 season and the arrangement worked very well. An efficiency that MMSA can bring to the arrangement is the fact that their staff is already manning ticket sales outlets at the Adventure Center during slower periods (e.g. mid to late afternoon) and can address sales of the Reds Meadow Shuttle tickets without any additional operating cost.

The agreement last summer has been modified and included provisions specifying that:

- A new rate of \$420 per day from \$280 per day. That's a difference of roughly \$9,380k.

The rate was due for an increase, but I am inquiring about the services and hours before agreeing. I proposed a rate of \$350 per day along with an explanation of services. The draft agreement for the 2021 season is included on the following pages for the Board's review.

FINANCIAL CONSIDERATIONS

The Agreement for the provision of Reds Meadow Shuttle ticket sales with MMSA includes a 2% fee charged to ESTA, primarily to offset credit card fees. ESTA pays a similar amount on credit card transactions. Based on the anticipated ticket sales (\$320,000.00) and service season (67 days), the total cost for the ticket sales service would amount to approximately \$6,400. This cost is comparable to the expense incurred by ESTA in the past when ticket sales were handled directly by ESTA staff.

The line hosting is yet to be agreed upon, but the cost of the service is between \$18,000 and \$29,000.

RECOMMENDATION

The Board is requested to approve the agreement with Mammoth Mountain Ski Area for the sale of Reds Meadow Shuttle tickets and line hosting for the 2021 season and to authorize the Executive Director to negotiate and execute the Agreement.

REDS MEADOW SHUTTLE – 2021 TICKET SALES/LINE HOSTING AGREEMENT

- 1. AGREEMENT.** This Agreement is by and between Eastern Sierra Transit Authority, a joint powers agreement authority formed to provide public transportation in Inyo and Mono Counties (hereinafter referred to as "ESTA") and Mammoth Mountain Ski Area, LLC., a limited liability corporation incorporated in the State of California (hereinafter referred to as "MMSA").
- 2. TERM.** The Agreement shall commence on May 23, 2021 and shall end on October 31, 2021. The Agreement may be extended by mutual written consent of the parties.
- 3. PAYMENT.** In consideration for the sale of tickets and line hosting for the Reds Meadow Shuttle, ESTA shall pay to MMSA a flat fee of \$350.00 for each day that the mandatory Reds Meadow Shuttle operates for the 2020 season plus 2% of the gross ticket sales as reimbursement for credit card fees. MMSA shall invoice ESTA in arrears for Ticket Sales on a monthly basis. All payments will be made to MMSA at Post Office Box 24, Mammoth Lakes, CA 93546.
- 4. ESTA DUTIES.** ESTA will have the following duties which it agrees will be faithfully executed during the term of this Agreement:

 - 4.1.** ESTA shall cooperate with MMSA in determining minor modifications to ticket sales practices to enhance the efficiency and effectiveness of the sales.
 - 4.2.** ESTA will remit payment to MMSA within fifteen days of receipt of invoice.
- 5. MMSA Duties.** MMSA shall have the following duties, which it agrees will be faithfully executed during the term of this Agreement:

 - 5.1** MMSA will provide all required equipment, materials, supplies, personnel and administration necessary for the sale of Reds Meadow shuttle tickets from ticket sales venues at Adventure Center, The Village, and the Mammoth Mountain Inn on all days that the mandatory Reds Meadow Shuttle operates.
 - 5.2.** Tickets will be available for purchase from the ticket venues from 8:00 a.m. until 5:30 p.m.
 - 5.3.** MMSA shall utilize its existing computerized ticketing system to process and print the tickets. Tickets will be identified by date and will serve as a day pass or multiple day pass (e.g. 3 out of 5 days) for one individual to ride the shuttle.
 - 5.4.** MMSA shall provide reports to ESTA on a weekly basis detailing ticket sales by day.
 - 5.5.** MMSA will provide line control equipment and hosting to queue passengers waiting for ticket sales and to board the buses.
 - 5.6** MMSA shall remit the net proceeds from the ticket sales (gross proceeds minus credit card processing fees) to ESTA on a biweekly basis.
 - 5.7** MMSA shall make ticket sales personnel available for training regarding the Reds Meadow Shuttle to be presented by ESTA or the U.S. Forest Service. Such training shall not exceed four hours in length unless mutually agreed otherwise.
- 6. DEFAULT.** If MMSA fails to provide personnel for ticket sales, MMSA agrees to continue to provide space at the Adventure Center from which ESTA could sell tickets

- 7. INDEPENDENT CONTRACTOR.** ESTA and MMSA intend that MMSA's relationship to ESTA at all times and for all purposes under this agreement is to be that of independent contractor. MMSA is not to be considered an agent or employee of ESTA for any purpose, and neither MMSA nor any of MMSA's agents or employees are entitled to any of the benefits that ESTA provides for its employees. MMSA is solely and entirely responsible for its acts and the acts of its agents, subcontractors and employees during the performance of this agreement. MMSA is not an officer, employee, or agent of ESTA.
- 8. INDEMNITY & NOTICE.** To the extent authorized by the laws of the State of California, MMSA shall defend, indemnify and hold ESTA, its officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out or in connection with MMSA's performance of this Agreement, including the payment of attorney's fees. Further, MMSA shall defend at its own expense, including attorney's fees, ESTA, its officials, officers, employees and agents in any legal action based upon such negligent acts, omissions or willful misconduct. The foregoing indemnity shall not apply to the extent any such claim arises from the negligent act or willful misconduct of ESTA, its officials, officers, employees and agents, in which case ESTA shall indemnify and hold MMSA harmless against any and all claims, demands, damages, liabilities and costs. In connection with this mutual Indemnification, each of the parties to this Agreement shall maintain insurance coverage at all times during the term of the Agreement and any extensions to the term. ESTA and MMSA shall promptly notify the other party of any such claim within five days of its receipt.
- 9. ASSIGNMENT.** MMSA may not assign or transfer any of its rights or obligations under this Agreement without prior written consent of ESTA. If ESTA consents to such an assignment, MMSA will continue to remain liable for performance under this Agreement.
- 10. TERMINATION OR EXPIRATION OF LEASE.** Either party may terminate this agreement with thirty (30) days notice to the other party. In accordance with Section 6 of this Agreement, if the agreement is terminated prior to September 30, 2021, MMSA will continue to provide a facility for ticket sales at the Adventure Center.
- 17. GENERAL PROVISIONS.** ESTA and MMSA will pay all amounts due under this Agreement. If either party waives or delays enforcing any of its rights under this Agreement, it will not affect that party's ability to enforce its rights afterward. Notices under this Agreement must be in writing, properly addressed, and mailed U.S. Mail, and will be effective upon receipt. This Agreement shall constitute the entire agreement between the parties and may not be changed except by an instrument in writing, signed by both parties. This Agreement will be governed by the laws of the State of California.
- 18. NOTICES.** All notices and other information regarding this Agreement shall be mailed to the other party at the address listed below.
- | | |
|---|--|
| Executive Director
Eastern Sierra Transit Authority
P.O. Box 1357
Bishop, CA 93515 | Mr. Casey McCoy
Mammoth Mountain Ski Area
P.O. Box 24
Mammoth Lakes, CA 93546 |
|---|--|
- 20. ESTA'S WARRANTIES.** ESTA warrants that (a) ESTA is and shall at all times hereafter be duly organized, validly existing and in good standing under the laws of the State of California and it has duly authorized the execution, delivery and performance of this Agreement; (b) this Agreement has been duly and validly executed and delivered by ESTA and constitutes the valid and binding obligation of the ESTA.
- 20. FORCE MAJEURE AND NO CONSEQUENTIAL DAMAGES.** MMSA shall not be liable for any failure or delay in delivery of services pursuant to this Agreement, or for any failure to perform any provision thereof, resulting from fire or other casualty, riot, strike or other labor difficulty, governmental regulation or restriction or any cause beyond MMSA's control. In no event shall MMSA be liable for any

inconveniences, loss of profits, or any other consequential, incidental or special damages resulting from any defect in or any theft, damage, loss or failure of any asset beyond MMSA's control, and there shall not be any abatement or set off of charges for services delivered because of the same.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the ____ day of April, 2021.

EASTERN SIERRA TRANSIT AUTHORITY

MAMMOTH MOUNTAIN SKI AREA

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EASTERN SIERRA TRANSIT AUTHORITY

Minutes of Friday, March 12, 2021 Meeting

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 9:01 a.m. on Friday, March 12, 2021, via Zoom. The following members were present: Jim Ellis, Bob Gardner, Karen Schwartz, Rhonda Duggan, Dan Totheroh, Kirk Stapp, Jeff Griffiths and Director Sauser. Chairman Ellis led the Pledge of Allegiance.

Public Comment	None
Executive Directors Report	Mr. Moores reported on ESTA activities and performance.
Financial Report FY 2020/21	Ms. Bentley presented the 2020-21 financial report as of March 3, 2021.
2021/22 Preliminary Budget	Mr. Moores presented the 2021-22 preliminary budget for Eastern Sierra Transit Authority.
Ridership Report	Mr. Moores presented the Ridership Report for the month of January, 2021.
LCTOP Grant Applications	Moved by Director Totheroh and seconded by Director Gardner to approve Resolution 2021-02 authorizing for the execution of the certifications and assurances and authorized agent forms for the Low Carbon Transit Operations Program (LCTOP) for the following project(s): Mammoth Express 2.0 fixed route service \$34,142 and Electric vehicle \$19,118 Also, to authorize the Eastern Sierra Transit Authority's Executive Director or Administration Manager to complete and execute all documents for the Low Carbon Transit Operations Program submittal, allocation requests, and required reporting. Roll call vote taken. Motion carried 8-0
Greyhound Slip Agreement	Moved by Director Griffiths and seconded by Director Sauser to authorize the Executive Director to sign the agreement with Greyhound for use of the bus slip at Centennial Plaza Transit Center for \$200 per month. Roll call vote taken. Motion carried 8-0
Consent Agenda: Approval of Regular Meeting Minutes of February 12, 2021	Moved by Director Griffiths and seconded by Director Gardner to approve the Consent Agenda Consisting of: Approval of the consent agenda consisting of: Meeting Minutes of February 12, 2021.

<p>Authorization of Representatives for the CJPIA</p>	<p>Authorization of Representatives for the California Joint Powers Insurance Authority.</p> <p>Roll call vote taken. Motion carried 8-0.</p>
<p>Closed Session</p>	<p>Open Session was recessed at 9:46 a.m. to convene in closed session to consider:</p> <p style="padding-left: 40px;">DISCUSSION/POSSIBLE ACTION – Conference with Labor Negotiators (Pursuant to Government Code Section 54957.6) – Authority designated representatives; Phil Moores and John Vallejo. Bargaining Group; ESTA-MCEA</p> <p style="padding-left: 40px;">CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation: It is the intention of the Board to meet in closed session concerning the following item: Significant Exposure to Litigation pursuant to government code 54956.6(b) one case</p>
<p>Report on Closed Session</p>	<p>Closed session was recessed at 10:15 a.m. John Vallejo reported there was nothing to report from the closed session.</p>
<p>Board Member Comments</p>	<p>Director Griffiths reported Inyo & Mono are doing quite well with the vaccine roll out. Inyo is in the top 5 counties for vaccinations. He also commented that more businesses will be opening in the next tier and the summer should be closer to normal.</p> <p>Director Gardner commented that everyone over 50 and anyone over 16 with underlying conditions would be the next group to be vaccinated. He is looking forward to the next tier, red. California passes the 2 million mark for vaccinations. There has been more skiing in Mammoth Lakes and June Lake. There is a lot more dispersed camping in the Sierras, and is working to address the issue. Staffing is needed at the visitor center. There are ATV concerns.</p> <p>Director Duggan commented Mono county would be seeing 1000 people tomorrow for the next vaccine clinic. Director Duggan attended the Maco meeting this week, there will be new funds and funding will go directly to the counties. The Electric Bus could be a source for great marketing. Preparing for fishing opener.</p> <p>Director Schwartz commented the City of Bishop listened to public comment from restaurant owners to get back to indoor dining and easing up restrictions. Would like us to consider putting messages on new buses such as "Don't Trash the Sierras"</p>

	<p>Director Sauser commented everyone desperately wants to get to the red tier, we missed it by .2%. He is concerned with how dispersed camping will be addressed.</p> <p>Director Stapp commented all the work that Mr. Moores has been doing is great. Everyone in the communities are stepping up and coordinating.</p> <p>Director Totheroh commented Inyo County is vaccinating 1,013 people this weekend. There is a blood drive coming up March 16-18 in Bishop by appointment.</p> <p>Chairman Ellis thanked to the board and Mr. Moores. He commented that the bus drivers, they look happy.</p>
Adjournment	<p>The Chairperson adjourned the meeting at 10:27 a.m.</p> <p>The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled April 9, 2021 at 11:00 am. Check ESTA website for details on attending the meeting.</p>

Recorded & Prepared by:

Linda Robinson
Board Clerk
Eastern Sierra Transit Authority

Minutes approved:

STAFF REPORT

Subject: Financial Audit Services Contract and Engagement Letter Approval

Initiated by: Karie Bentley, Administration Manager

BACKGROUND:

The Eastern Sierra Transit Authority is required to have an independent audit each year. At the June 15, 2018 Board Meeting, CliftonLarsonAllen LLP (CLA) was selected to provide these financial auditing services for a three-year period with the option of extending the contract for two additional one-year periods. CLA's audit of ESTA's finances was satisfactorily performed in 2018 -2020. We would like to extend the contract for the two additional one-year periods.

ANALYSIS:

CliftonLarsonAllen LLP has requested that the governing board approve their engagement letter, which is included as an attachment. Inyo County's auditor's office has reviewed and approved the engagement letter.

FINANCIAL CONSIDERATIONS

Eastern Sierra Transit will be responsible for payment as outlined in the engagement letter. For FY 20/21 the cost will be \$17,900 as a major program testing will be required. The fee for FY 21/22 will be \$16,350 and an additional \$1,950 if major program testing is required. These amounts will be included in the appropriate budgets.

RECOMMENDATION

Board is requested to approve the Letter of Engagement to retain CLA as described in the contract.



March 23, 2021

Board of Directors
Eastern Sierra Transit Authority
Bishop, California

Dear Board of Directors and Executive Director:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Eastern Sierra Transit Authority (“you,” “your,” or “the entity”) for the years ended June 30, 2021 and 2022.

Jeffrey Peek is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of Eastern Sierra Transit Authority (ESTA), as of and for the years ended June 30, 2021 and 2022, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity’s basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management’s discussion and analysis.
2. GASB-required supplementary pension, and OPEB information.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes, as applicable.
- Prepare the Data Collection Form, if applicable.
- Assistance with the calculation of GASB 68 pension liability and related deferred inflows/outflows of resources.

Audit objectives

The objectives of our audit are to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the

requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance. Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing opinions on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the basic financial statements, including the amounts and disclosures, and whether the basic financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even

though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with

provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of

federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review prior to fieldwork.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is

also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you, as applicable. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.
- We will prepare the Data Collection Form. Management is responsible to review for completeness and accuracy before submitting to the Federal Audit Clearing House, if applicable.
- We will propose adjusting journal entries related to pensions. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information

contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package, if applicable. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Nevada Department of Taxation, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Nevada Department of Taxation. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the “Consent” section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim (“Dispute”) that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of California, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months (“Limitation Period”) after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our not to exceed fees for these services will be as follows:

	June 30, 2021	June 30, 2022
Eastern Sierra Transit Authority’s Basic Financial Statements Including the compilation of the financial statements and the Preparation of the State Controller’s Annual Report	\$16,000	\$16,350
Major Program Testing – Uniform Guidance, if required	1,900	1,950
Total	\$17,900	\$18,300

We will also bill for expenses (including travel, other costs such as report production, word processing, postage, etc., and internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed, and which amounts are included in the not to exceed fee as listed earlier. These estimates are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimates. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)

- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Preparation of financial statements and the related notes to the financial statements
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Changes related to COVID-19

COVID-19 continues to have significant direct and indirect impacts on financial reporting, disclosure requirements, and the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use information for benchmarking analysis

In an effort to better serve the needs of our clients, we develop a variety of benchmark, performance indicator, and predictive analysis reports, using anonymized client data obtained from our audit, tax, and other engagements. Business and financial information that you provide to us may be combined with information from other clients and included within the aggregated data that we use in these reports. While some of these analytical reports will be published and released publicly, please be assured that the separate information that we obtain from you will remain confidential, as required by the AICPA Code of Professional Conduct.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Jeffrey Peek, CPA
Principal
916-784-7800
Jeffrey.PEEK@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Eastern Sierra Transit Authority.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____

STAFF REPORT

Subject: Mammoth Mountain Ski Area Employee Free Transit MOU
Initiated by: Phil Moores, Executive Director

BACKGROUND

ESTA and Mammoth Mountain Ski Area (MMSA) are partners in a major service agreement that provides elevated levels of transit to the Mammoth Lakes area. In addition, it is desirable to offer MMSA employees free travel on board certain ESTA routes at certain times to ensure adequate staffing of key activity centers at MMSA and additional options for employees to get back home. A formal Memorandum of Understanding (MOU) is being negotiated between MMSA and ESTA to formalize the employee free ride program in 2021-22.

ANALYSIS

ESTA provides "fare free" travel on many of its Mammoth Lakes services already, and this extension of free rides to its partner, MMSA is logical and will help MMSA staff access work, additional options to travel home and other important locations. The free rides are limited to a small set of trips, mostly on the Mammoth Express and are on a "space-available" basis, with paying customers always having priority. It is common for transit agencies to offer free transit travel (fixed route) to its own and partner agency employees as an incentive to utilize the services.

FINANCIAL

The fares not collected by the implementation of this MOU are negligible.

RECOMMENDATION

The Board is recommended to approve the ESTA MOU with MMSA for free MMSA employee transit travel on certain routes at specific times, and authorize the Executive Director to sign and execute the agreement.

**Memorandum of Understanding
by and between
Mammoth Mountain Ski Area
and
Eastern Sierra Transit
Authority**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Mammoth Mountain Ski Area (MMSA) and the Eastern Sierra Transit Authority (ESTA) to govern the provision of transit privileges for MMSA employees on ESTA buses.

Background

MMSA has expanded the number of its employees who are housed in the Bishop area and who require transportation between Bishop and Mammoth. MMSA has requested that its' employees be provided a privilege to travel on ESTA buses between Mammoth and Bishop without paying a fare.

Purpose

This MOU will define the travel privileges afforded to MMSA employees traveling on ESTA buses between Mammoth Lakes and Bishop. Following are the specifics of the program:

- Offered to current MMSA employee with valid employee pass ID.
- Offered on a space-available basis. Fare paying passengers will take priority over MMSA employees. MMSA employees may only ride for free if there is an available passenger seat, or the driver authorizes standee passengers.
- Available on all ESTA runs between Bishop and Mammoth.
- MMSA Employees are expected to show pass upon each boarding.
- MMSA employees are subject to passenger conduct rules.

Funding

This MOU is not a commitment of funds from either party

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from MMSA and ESTA. This MOU shall become effective upon signature by the authorized officials from MMSA and ESTA and will remain in effect until modified by mutual consent, or terminated with at least seven days advance notice in writing by either party to the MOU. This agreement will be renewed annually along with the annual service agreement. MMSA agrees to

verify employment of a MMSA pass user upon request. ESTA agrees to verify employment of a MMSA ski pass holder upon request.

Contact Information

MMSA

Finlay Torrance
Director of Base Operations
P.O. Box 24
Mammoth Lakes, CA 93546
760.934.2571 ext. 3686
ftorrance@mammothresorts.com

ESTA

Phil Moores
Executive Director
P.O. Box 1357
Bishop, CA 93515
760.872.1901 ext. 12

ACCEPTED AND APPROVED

Mammoth Mountain Ski Area

Signature

Date: _____

Title

Eastern Sierra Transit Authority

Signature

Date: _____

Title

STAFF REPORT

Subject: Approval of MOU with Eastern Sierra Transit Authority
Management & Confidential Employees Association (MCEA)

Initiated by: Phil Moores, Executive Director

BACKGROUND:

ESTA and the MCEA have tentative agreement on a three-year MOU. This association covers Administrative Specialists, Supervisors, and Manager.

ANALYSIS/DISCUSSION:

Over the course of several weeks, management met with MCEA representatives. County Counsel, John Vallejo, participated in the negotiations. A tentative agreement was reached, which has been ratified by the MCEA membership. The substantive changes to the terms and conditions of employment from the current MCEA MOU include:

- Article VIII (Salaries): The wage scale table is revised as follows:

	A	B	C	D	E	F	G
Administrative Manager	34.00	35.02	36.07	37.15	38.27	39.42	40.60
Transportation Operations Supervisor	27.50	28.33	29.17	30.05	30.95	31.88	32.83
Administrative Specialist III	23.00	23.69	24.40	25.14	25.89	26.67	27.47
Administrative Specialist II	21.00	21.63	22.28	22.94	23.64	24.35	25.07
Administrative Specialist I	19.00	19.57	20.16	20.76	21.38	22.03	22.68

Members will remain at their current step and anniversary dates will not change. Wages in the table above represent 4% increases each year of the MOU, and will begin the first full pay period following ratification by both parties.

- Article VIII, E (Mammoth Premium Pay): Increases Mammoth Premium Pay from \$0.50 to \$1.35. This shall be paid to MCEA employees working shifts that originate from the Mammoth Lakes location.
- Article VIII, F (cell phone stipend): Provides \$25 monthly stipend for members consistently using their phones for work.
- Article XI (Benefits): Adjusts employee contribution formulas for health insurance benefits to be fully consistent with the EEA MOU.

- Term: First full pay period subsequent to ratification by all parties through April 30, 2024.

A copy of the MOU is included on the following pages

FINANCIAL CONSIDERATIONS

The financial impact of the terms and conditions of the proposed Memorandum of Understanding with MCEA adds approximately \$17,000 per year in additional administrative compensation expense. This additional expense will be incorporated in the FY 2021/22 budget.

RECOMMENDATION

The Board is requested to pass and approve Resolution 2021-05, adopting and approving a Memorandum of Understanding between ESTA and the Eastern Sierra Transit Authority Management & Confidential Employees Association (MCEA).

**Memorandum of Understanding Between
Eastern Sierra Transit Authority And
Eastern Sierra Transit Authority Management &
Confidential Employees Association**

Preamble

This Memorandum of Understanding is entered into by and between the Eastern Sierra Transit Authority, a California Joint Powers Agency, acting by and through the Board of Directors of the Eastern Sierra Transit Authority ("ESTA"), and the Eastern Sierra Transit Authority Management & Confidential Employees Association, ("Association"). This Memorandum of Understanding ("MOU") represents the mutual agreement of ESTA and the Association on those wages, hours, and other terms and conditions of employment which are to be in effect during the term of this Memorandum of Understanding.

Article I. Recognition & Classification

- A. ESTA recognizes the Association as the "Exclusively Recognized Employee Organization" for employees of ESTA in the following position classifications:
- Administration Manager
 - Transportation Operations Supervisor
 - Administrative Specialist (I, II, III)

The job descriptions for these positions are attached to this MOU as Attachment 1. Any other newly established position classifications shall be administered in accordance with ESTA Resolution 2007-02.

- B. In addition to those rights reserved in Article III, ESTA may, in its sole discretion, utilize an independent contractor to provide any and/or all required IT services.

Article II. Non-Discrimination

ESTA shall not discriminate against any employee because of membership in the Association or because of any legal activities on behalf of the Association.

Article III. Management Rights

- A. ESTA reserves, retains and is vested with, solely and exclusively, all

rights of management which are not expressly abridged by law, or by this Agreement, to manage the Authority. ESTA may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. However, ESTA shall meet and confer on the impact thereof pursuant to the following Section (Impact of Exercise of Management Rights). The sole and exclusive rights of management shall include, but not be limited to, the following:

1. To manage the Authority generally and to determine all issues of policy.
2. To determine the existence or nonexistence of facts which are the basis of management decisions?
3. To determine the necessity of organization of any services or activity conducted by the Authority and expand or diminish such services.
4. To determine the nature, manner, means and technology and extent of services to be provided to the public.
5. To determine the methods of financing.
6. To select types of equipment or technology to be used.
7. To determine and/or change the facility, methods, technological means, and size of work force by which Authority operations are to be conducted.
8. To determine and change of locations, relocations and type of operations, processes and materials to be used in carrying out all Authority functions including, but not limited to, the right to contract or subcontract any work or operation of the Authority.
9. To assign and schedule work to employees and to establish and change work schedules and assignments upon reasonable notice.
10. To relieve employees from duties for lack of work, funds.
11. To determine and modify productivity and performance programs and standards.
12. To discharge, suspend, demote or otherwise discipline employees for reasonable cause.
13. To determine job classifications and to reclassify employees.
14. To hire, transfer, promote and demote employees for non-disciplinary reasons.
15. To determine and administer policies, procedures and standards for selection, training and promotion of employees.
16. To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith.
17. To take any and all necessary action to carry out the functions

of the Authority in emergencies.

- B. Impact of Exercise of Management Rights. Except in emergencies, whenever the exercise of management rights shall impact on employees within a designated bargaining unit, ESTA shall offer to and thereafter on request meet and confer with any employee organization, which has been recognized by ESTA as representing such bargaining unit regarding the impact of the exercise of such rights. By agreeing to meet and confer as to the impact of the exercise of management rights, ESTA's discretion in the exercise of such rights and the implementation thereof shall not be diminished, held in abeyance or prohibited.

Article IV. Association Rights

- A. Reasonable Access. ESTA shall allow Association Officers and Representatives reasonable access to ESTA work locations, facilities, equipment and other ESTA resources.
- B. Advance Notice. ESTA shall provide reasonable advance notice to the Association of any and all changes that affect the wages, hours, terms and conditions of employment of employees covered by this Agreement. Said notice shall be sent to the Association as to allow for the Association's response and to meet and confer, if necessary. Said notice shall be sent to the Association representatives designated in paragraph 8 of this Article.
- C. Dues Deductions. Upon the approval of the majority of the eligible voting bargaining unit employees, the following provision shall become effective the first payroll period after said approval:
- 1) All employees in the classifications set forth in Article I of this Agreement shall as a condition of employment, agree to a mandatory deduction of \$10.00 per pay period.
 - 2) ESTA shall deduct and transmit the monthly dues and fees by direct deposit on a fortnightly basis to a bank account to be identified by the Association.
 - 3) ESTA will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except that intentional failure of ESTA to transmit to the Association monies deducted from the employees pursuant to this Article.

D. Release Time. ESTA will release with no loss of compensation Association members (maximum two (2) employees at any one time) assigned to establish Association committees from their normal duties to conduct labor agreement negotiations with ESTA and/or ESTA labor agreement enforcement including participation in grievances, discipline or ESTA Board Meetings. An employee must request, in advance, release time which may be denied due to the operational needs of ESTA.

E. Authorized Agents. Authorized agents for the purpose of administering the terms and provisions of the Agreement shall be:

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

2. Management & Confidential
Employees Association President
P.O. Box 1357 Bishop, CA 93515

Article V. Personnel Rules

The Eastern Sierra Transit Authority Personnel Rules dated December 26, 2016 and as may be subsequently amended, are hereby incorporated by reference. Notwithstanding any other provision of this MOU, the parties agree that ESTA may during the term of this MOU propose revisions to such rules and/or additional personnel rules, provided that ESTA allows an appropriate opportunity for affected Association members and their bargaining unit to "meet-and-confer" in compliance with the Meyers-Milias- Brown Act. Association agrees that once ESTA has duly adopted any such new and/or revised personnel rules, such rules shall apply to all employees covered by this MOU.

Article VI. Work Schedules

A. Hours of Work and Work Schedules. The work week begins at 0001 hours each Monday and ends at 2400 hours the following Sunday (one minute after 12 midnight Monday through 12 midnight on Sunday).

Article VII. Overtime and Compensatory Time

A. ESTA will comply with the Fair Labor Standards Act (FLSA) and shall compensate all non-exempt management & confidential

employees at the pay rate of time and one half for all overtime worked over 40 hours within a work week. Non-exempt employees covered by this Agreement shall be compensated for overtime at the rate of one and one-half times his or her equivalent hourly rate of pay.

1. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
2. Overtime may be converted to compensatory time off at the rate of time and one half (1-1/2). The compensatory time may be banked as provided in paragraph (4) below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
3. Positions exempt from overtime and compensatory time under FLSA may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise between ESTA and the Association, a letter of ruling will be sought from the U.S. Dept. of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
4. ESTA will allow non-exempt employees to carry a maximum of 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one-and-one-half hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.
5. Other provision of overtime shall be addressed as described in the Personnel Rules.

Article VIII. Salaries

Salaries (hourly wage rates) will be effective for the first full pay period following ratification of this MOU by all parties. Individual's will start at their existing step prior to ratification of this MOU, and anniversary dates will not change.

	A	B	C	D	E	F	G
Administrative Manager	34.00	35.02	36.07	37.15	38.27	39.42	40.60
Transportation Operations Supervisor	27.50	28.33	29.17	30.05	30.95	31.88	32.83
Administrative Specialist III	23.00	23.69	24.40	25.14	25.89	26.67	27.47
Administrative Specialist II	21.00	21.63	22.28	22.94	23.64	24.35	25.07
Administrative Specialist I	19.00	19.57	20.16	20.76	21.38	22.03	22.68

- A. Fortnightly Paydays: An employee covered by this Agreement shall be paid every fourteen (14) days.
- B. Standby Compensation: A non-exempt employee requested by the Executive Director, or designee, to serve in an after-hours response capacity shall be paid \$35.00 per day for being on standby.
- C. Call-Out Compensation: A non-exempt employee, who has ended his /her workday and has left their place of employment and subsequently, performs duties after his /her regular work assignment, shall be compensated a minimum of two (2) hours for such work. All such time worked shall be subject to the overtime provisions of the Personnel Rules.
- D. Mileage Reimbursement: An employee who uses his/her own vehicle in the course of assigned work shall be reimbursed for said use at the current Internal Revenue Service rate for this area.
- E. Mammoth Branch Assignment Premium Pay. Shifts that originate from the Mammoth Lakes location, which is a considered to be a "remote" site, shall be paid an additional \$1.35 per hour.
- F. Cell Phone Stipend: a cell phone stipend of \$25 per month shall be paid to each member who uses their cell phone for ESTA business on a consistent basis.

Article IX. Seniority

- A. Defined –
 - 1. Continuous Employment – employment by the County of Inyo prior to the formation of ESTA, and/or ESTA with service breaks no longer than one (1) year.

2. Seniority - the original date of hire of continuous employment by the County of Inyo and/or the original hire date of continuous employment by ESTA, which ever occurred first.
 3. Classification Seniority – the original date of continuous employment in the current classification by the County of Inyo and/or by ESTA whichever occurred first.
 4. Category Seniority - the original date of continuous employment in the current employment category by the County of Inyo and/or by ESTA whichever occurred first.
- B. Application – Seniority and Classification Seniority as defined shall be applied to all Articles and/or Sections of this Agreement where seniority is identified as a qualifying and/or eligibility factor.

Article X. Discipline and Discharge

Letter of Counseling or Warning: A letter of counseling is considered a first disciplinary step, but a written warning, suspension, or discharge may be issued depending on the severity of the violation. Any employee who receives a letter of counseling or warning shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written counseling or warning. Employees who receive a counseling or warning from other than the Executive Director may discuss the matter with the Executive Director, who shall have the authority to remove the letter.

Employees who receive a counseling or warning from the Executive Director may discuss the matter with a staff member from one of the Authority's JPA jurisdictions. The jurisdiction shall be chosen at random and the jurisdiction's CEO shall designate who within the organization shall discuss the reprimand with the employee. The review will include the review of the written document and any written response submitted by the member, and may, in the discretion of the reviewer, include a limited investigation or an informal meeting with the Executive Director and the member to be conducted in a manner deemed appropriate by the reviewer. Any advisory opinion prepared by the reviewer shall be

included in the member's personnel file along with the written document and the employee's written response, if any was submitted. There shall be no right to grieve or appeal any counseling or warning nor shall there be any formal hearings or review procedures concerning any counseling or warning. An employee shall not be prohibited from arguing and presenting evidence to the validity of the letter of counseling or warning if said action(s) are used to justify a subsequent greater disciplinary action.

Suspension and/or discharge follows Personnel Rules Article XII, with the exception of Article XII section 12.4(a) which is addressed above.

Article XI. Benefits

The benefits are defined in the following matrix:

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>PARS Retirement:</p> <ul style="list-style-type: none"> • ESTA shall contribute 2% into the PARS program for non-benefitted members • Non-benefitted employees shall pay the balance of the PARS contribution (6%). This payment is a substitute for the Social Security 6.2% contribution. • Employer shall pay the employer required tax for Medicare as required by the IRS. 				▲
<p>PERS Retirement:</p> <ul style="list-style-type: none"> • ESTA provides 2.5% at 55 formula PERS retirement for miscellaneous members hired and promoted to a benefitted position prior to August 27, 2012. Employees hired into a benefitted position, or promoted from a non-benefitted position to a benefitted position on or after August 28, 2012 shall be eligible for a 2% at 55 formula retirement. Employees hired into a benefitted position, or promoted from a non-benefitted position to a benefitted position on or after January 1, 2013 shall be eligible for a 2% at 62 formula retirement. 	▲	▲	▲	Continued

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
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<ul style="list-style-type: none"> • ESTA agrees to pay the members contribution for PERS retirement (8%) for employees hired into a benefitted position, or promoted from a non-benefitted position to a benefitted position on or before December 31, 2012. • Employer shall pay the employer required tax for Medicare as required by the IRS • Unless countermanded by the Public Employees' Pension Reform Act of 2013 (PEPRS), PERS Benefit to consist of: <ul style="list-style-type: none"> ○ Final compensation based on average monthly pay rate during the last (or highest) consecutive 36 months of employment ○ Post retirement survivor benefit of \$500 (one time) 	▲	▲	▲	
<p>Holiday Pay:</p> <p>Straight time pay for official Authority holidays. See below.</p>	8 hrs	6 hrs	4 hrs	
<p>Holiday Premium Pay:</p> <p>Wages for an official Authority holiday to be paid to benefitted and non-benefitted employees at the rate of time and one-half the employee's current hourly wage for all hours worked on the holiday.</p>	▲	▲	▲	▲
<p>Short Term Disability Protection:</p> <p>Provided through State SDI Program. Employee pays the premium (currently 0.8%)</p>	▲	▲	▲	▲

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
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<p>Flexible Benefit Program:</p> <p>ESTA shall provide a Section 125 plan, which provides a pre- tax benefit to employees for qualifying medical and/or dependent care expenses. ESTA shall pay the administration fee for each employee who participates in the flexible benefits program</p>	▲	▲	▲	▲
<p>Deferred Compensation:</p> <p>ESTA will provide a deferred compensation program 457(b) for all employees.</p>	▲	▲	▲	
<p>Health Insurance:</p> <p>ESTA will contract with the California Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.</p> <p>ESTA will pay 83% of the premium for employees selecting PERS Choice, and 87% of the premium for employees selecting PERS Select. ESTA's contribution shall be prorated for 75% and 50% employment category employees. For example, the 2020 PERS Choice monthly premium for employee-only coverage is \$736.28. ESTA would pay \$611.11 for a 100% employee ($\\$736.28 * 83\%$); \$458.33 for a 75% employee ($\\$736.28 * 75% * 83\%$); and \$305.56 for a 50% employee ($\\$736.28 * 50% * 83\%$). The employee would be responsible to pay the balance of the monthly premium.</p> <p>Employees who select a lower level of coverage than they are eligible for will not receive any additional compensation. For example, an employee who selects employee-only coverage because their spouse has insurance from another source will not receive additional compensation.</p>	▲ 100%	▲ 75%	▲ 50%	Continued

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
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<p>Benefitted employees who elect not to participate in the CalPERS health insurance program but who provide ESTA with proof of medical coverage under an insurance plan providing at least the same level of benefits available from ESTA above, shall receive as cash payment a monthly amount equal to \$408.00 which accounts for the minimum employer deduction as defined by state statute, which will be adjusted and earned by the employee based on the percentage of the monthly benefit stipend identified at right based upon the employee's employment category level (i.e. \$306.00 for 75% employees and \$204.00 for 50% employees). Employees enrolled in Covered California health plans are not eligible for the stipend.</p>	▲	▲	▲	
<p>Health Insurance Deductible Reimbursement:</p> <p>ESTA will reimburse 50% of one family member CalPERS health insurance annual deductible following attainment of the annual deductible by the employee or employee's family member, and following submission of a medical explanation of benefits statement evidencing the payment of the deductible. The annual deductible period shall be the calendar year.</p>	▲	▲	▲	
<p>Vision/Dental/Hearing Reimbursement:</p> <p>ESTA shall reimburse employees for professional services involving prescription eye products and/or frames, hearing care, and for dental care and vision correction according to dollar amounts identified to the right. Over-the-counter medications are not covered. Reimbursement amounts are per fiscal year.</p>	▲	▲	▲	Continued

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>Reimbursement will be made following submittal of receipt(s) evidencing the service and the payment of the professional service and/or qualified products. Reimbursement for professional services and qualified products shall be made pre-tax.</p> <p>Maximum amounts available to employees through the Vision/Dental Reimbursement program shall be prorated for employees hired (or promoted to 50%, 75% or 100% status) during the fiscal year.</p> <p>The Vision/Dental Reimbursement program runs from July 1 through June 30. Reimbursement receipts must be submitted by July 25 following the end of the program year on June 30. Employees may roll over up to 50% of any one year's remaining balance to a maximum balance as indicated to the right.</p>	<p>\$1,000 plus \$400 for one or more dependents</p> <p>Maximum balance \$1,500 or \$2,100 for one or more dependents</p>	<p>\$750 plus \$300 for one or more dependents</p> <p>Maximum balance \$1,125 or \$1,575 for one or more dependents</p>	<p>\$500 plus \$200 for one or more dependents</p> <p>Maximum balance \$750 or \$1,050 for one or more dependents</p>	
<p>Comprehensive Leave:</p> <p>Benefitted employees shall accrue hours of comprehensive leave according to the following monthly accrual rates based upon number of years of continuous employment:</p> <p style="text-align: right;">Through the first 3 years</p> <p style="text-align: right;">After 3 years and through the 10th year</p> <p style="text-align: right;">After 10 years and through the 15th year</p> <p style="text-align: right;">After the 15th year</p>	<p style="text-align: center;">▲</p> <p>14.67</p> <p>18.67</p> <p>20.67</p> <p>22.67</p>	<p style="text-align: center;">▲</p> <p>11</p> <p>14</p> <p>15.5</p> <p>17</p>	<p style="text-align: center;">▲</p> <p>7.34</p> <p>9.34</p> <p>10.34</p> <p>11.34</p>	
<p>Life Insurance:</p> <p>ESTA shall provide a \$50,000 life insurance policy for benefitted employees. ESTA shall pay the percentage of the premium identified at right based upon employment category level. Employees over the age of 65 or 70 shall have a reduced life insurance policy amount, based upon the requirements of the insurer. Currently, and this is subject to change, 65+ is \$32,500 and 70+ is \$20,000.</p>	<p style="text-align: center;">▲</p> <p>100%</p>	<p style="text-align: center;">▲</p> <p>75%</p>	<p style="text-align: center;">▲</p> <p>50%</p>	

EMPLOYMENT CATEGORY	100%	75%	50%	Non-Benefitted
<p>Employee Assistance Plan:</p> <p>ESTA shall offer an Employee Assistance Plan (EAP) to help employees deal with personal problems that might adversely impact their work performance, health and well-being.</p> <p>ESTA shall authorize and pay for a maximum of six (6) visits per fiscal year with the psychologist/counselor of the employee's choice. Employees may contact the Administration Manager in order to avail themselves of the EAP.</p>	▲	▲	▲	▲
<p>Compensated Family or Medical Care Leave:</p> <p>Association employees shall be eligible for paid leave for a qualifying Family or Medical Care Leave event up to a maximum of the hour amounts identified to the right. Said compensation shall not extend any guaranteed minimum leave periods as required by the FMLA or other applicable law.</p>	▲ 40	▲ 30	▲ 20	

Recognized Holidays:

- | | |
|------------------|---|
| New Years Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | Christmas Eve Day <u>or</u> New Years Eve Day |

Article XII. Health and Safety

A. Service Cancellation:

- 1) Prior to the beginning of a start time, management may from time to time, due to road closures, hazardous weather and/or road conditions, determine that in the interest of safety it is necessary to suspend or cancel service. If management does not have any other work for the employee to perform in this instance and the employee is released from duty, the employee may use comprehensive leave time to make up any hours lost due to the service cancellation.
- 2) If after the beginning of an employee's start time, management for said above reasons suspends and/or

cancels service, the employee shall be paid a minimum of one-half the regularly scheduled work time, but no less than two (2) hours for the day.

- B. Emergency Travel and Lodging Expenses: ESTA shall pay motel and meal reimbursement for expenses incurred by employees when forced to stay away from home due to road or weather conditions.
- C. Safety Committees and Projects: MCEA members will be assigned by the Executive Director to conduct or participate in ESTA safety committees or other safety related projects.

Article XIII. Drug and Alcohol Testing

ESTA shall enforce the Eastern Sierra Transit Authority Drug and Alcohol Policy as adopted by the Authority's Board of Directors.

Article XIV. Employee Assistance Program

ESTA will offer an Employee Assistance Program (EAP) to help employees deal with personal problems that might adversely impact their work performance, health, and well-being. The EAP counseling sessions are completely confidential and free of charge to the employee. An employee desiring assistance should either contact the Transportation Analyst directly, or request an Association representative to request a confidential referral on the employee's behalf in order to arrange for EAP counseling. The Administration Manager should contact the Executive Director directly, or request an Association representative to request a confidential referral on the employee's behalf if this individual desires assistance. ESTA will authorize and pay for a maximum of six (6) visits with the psychologist/counselor of the employee's choice.

Article XV. Uniforms

- A. ESTA shall provide uniforms to employees according to the following schedule:
 - Transit Operations Supervisor – 2 shirts, 2 choices of outerwear (fleece jacket, fleece vest, puffy vest, parka)
 - Administration Manager – 2 shirts, 2 choices

of outerwear (fleece jacket, fleece vest, puffy vest, parka)

Administrative Specialist – 2 shirts, 2 choices of outerwear (fleece jacket, fleece vest, puffy vest, parka)

- B. Employees are responsible for the cleaning of their uniforms. Upon termination of employment, employees must return uniform shirts and jacket to ESTA. ESTA shall replace uniform shirts and jackets as necessary through normal and appropriate wear and tear.

Article XVI. Mistaken Overpayments

Should any employee be overpaid due to any mistake or inadvertence, ESTA may recover the amount of overpayment by subsequent deductions after the employee has been given notice and five (5) days to meet with ESTA. The employee shall be provided a copy of all of the supporting documents. Not more the twenty-five percent (25%) of any such employee's net pay shall be deducted from any one (1) paycheck for this purpose.

Article XVII. No Strike / No Lockout

- A. The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.
- B. ESTA agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of ESTA employees in the exercise of its rights as set forth in any of the provision of the MOU or applicable ordinance or law.

Article XVIII. Severability of Provisions

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions.

Article XIX. Total Agreement

Sole and Entire Memorandum of Understanding: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements, oral or written, expressed or implied, existing or expired, between the parties. Unless specifically modified by this MOU or the Personnel Rules (dated 12.26.16), all policies, procedures, resolutions, and ordinances adopted by ESTA relating to all matters of wages, benefits, hours and other terms and conditions of employment shall be incorporated herein by this reference into this Agreement and shall remain in full force and effect during the term of this Agreement. This Memorandum of Understanding is not intended to conflict with Federal or State law. The parties acknowledge that ESTA's Board of Directors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

Article XX. Term of Agreement

The terms and conditions of this Agreement shall be effective the first full pay period subsequent to ratification by all parties and remain in full force and effect until and including April 30, 2024.

ACCEPTED AND APPROVED

For ESTA:

Phil Moores, Executive Director

John Vallejo, County Counsel

Date

For MCEA:


Dawn Vidal, Administrative Specialist


Joe Warta, Operations Supervisor

4/5/2021
Date

RESOLUTION 2021 - 05

A RESOLUTION OF THE BOARD OF DIRECTORS, EASTERN SIERRA TRANSIT AUTHORITY (ESTA), ADOPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN ESTA AND EASTERN SIERRA TRANSIT AUTHORITY MANAGEMENT & CONFIDENTIAL EMPLOYEES ASSOCIATION (MCEA), REPRESENTATIVE OF THE ESTA MANAGEMENT AND CONFIDENTIAL EMPLOYEES BARGAINING UNIT

WHEREAS, the Authority is required by the Meyers-Milias-Brown Act (Section 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

WHEREAS, Authority representatives and MCEA, who is the representative of the ESTA employees bargaining unit including management and confidential employees, met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (“MOU”), a copy of which is attached hereto as an exhibit and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Eastern Sierra Transit Authority Board of Directors that the proposed MOU between the Eastern Sierra Transit Authority and MCEA, representative of ESTA management and confidential employees, a copy of which is attached hereto as an exhibit – effective for the period of the first full pay period following ratification by all parties through April 30, 2024 – is hereby ratified, adopted, and approved, and the terms and conditions of employment set forth in the MOU are hereby prescribed for the employees whose classifications are included in the bargaining unit. The Chair of the Board of Directors shall execute said MOU on behalf of the Authority.

PASSED AND ADOPTED this 9th day of April 2021, by the following vote of the Eastern Sierra Transit Authority Board of Directors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jim Ellis, Chairperson
Eastern Sierra Transit Authority Board of Directors

Attest: Linda Robinson
Secretary of the Board

By: _____
Linda Robinson