



## 2012 MEASURE U SPRING "TEST" APPLICATION FORM

### PROJECT SUMMARY

Name of Project: Special Event Transportation  
Project Category: **Mobility**  
Project Type: **Operation**  
Measure U Funds Requested: \$ 24,000 (300 service hours)

### APPLICANT INFORMATION

#### Organization

Name of Organization: Eastern Sierra Transit Authority / Town of Mammoth Lakes  
Type of Organization (non-profit, HOA, Govt.): Joint Powers Authority  
Organization's Address: P.O. Box 1357, Bishop  
State / Zip: CA 93515  
Office Phone Number: 760.872.1901  
Email Address: [jhelm@estransit.com](mailto:jhelm@estransit.com)  
Internet Address: [www.estransit.com](http://www.estransit.com)

#### Project Contact Person

Name: Jill Batchelder  
Mailing Address: P.O. Box 1357, Bishop  
State/Zip: CA 93515  
Home / Business Phone Number: 760.872.1901 ext. 11  
Cell Phone Number:  
Email Address: [jbatchelder@estransit.com](mailto:jbatchelder@estransit.com)

**SECTION A – PRELIMINARY QUALIFICATIONS**

**1. How does the project/program fit within the Town’s adopted plans?**

Eastern Sierra Transit’s Special Events Transportation Project fits within the goals and policies of the Town’s 2007 General Plan and RecStrats II - Implementation Strategy.

The Special Events Transportation project is consistent with the Town’s General Plan. In the Marketing, Promotion and Special Events section, page 11, there is a policy to promote special events. The Mobility Section, pages 39-40, the intent is to achieve a progressive and integrated multi-modal transportation system that serves the various needs for residents and visitors. The In-Town goal is to emphasize feet first transportation, then use of public transportation, last, use of a car. As a policy, the General Plan aims to expand and increase reliability of the transit service and to increase availability of transit services to the community and visitors by working collaboratively with other agencies and organizations. When these goals and policies are coupled together, there is a desire to provide “Feet First” and public transportation that serves the various needs for both residents and visitors, while there is specific focus on promoting special events.

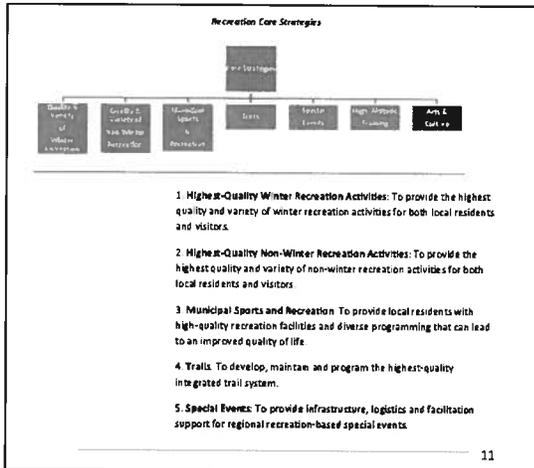
Special Event Transportation will improve the event goers’ experience, reduce traffic and parking congestion, and emphasize a feet first policy by increasing and improving available transportation options during special events to both locals and visitors.

<p><b>Marketing, Promotion and Special Events</b></p> <p>E.1.H. Policy: Develop and implement an aggressive inbound and outbound marketing and sales promotion campaign.</p> <p>E.1.I. Policy: Promote public/private efforts to provide ongoing customer service training for hospitality, retail and resort employees.</p> <p>E.1.J. Policy: Promote special events year-round with emphasis on producing multi-day events with particular attention to midweek and shoulder seasons.</p>	<p>E.3.C. Policy: Support development of major public and private facilities that contribute to destination resort visitation in Mammoth Lakes.</p> <p>E.3.D. Policy: Encourage adequate and appropriate commercial services for residents and visitors.</p> <p><b>Business and Employment</b></p> <p>E.3.E. Policy: Support establishment and expansion of industries complementary to the community, our environment and economy.</p>
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<p><b>MOBILITY</b></p> <p><b>INTENT</b> This Element describes how the Town achieves a progressive and integrated multi-modal transportation system, one that serves the various needs of residents, employees and visitors. Mammoth Lakes will be connected, accessible, uncongested and safe with emphasis on feet first, public transportation second, and car last (Appendix D describes the Town’s circulation system). Overall, mobility will be improved through measures such as:</p> <ul style="list-style-type: none"> <li>Increasing and improving available transportation options</li> <li>Providing incentives to change travel mode, time or destination</li> <li>Land use planning that reinforces feet first and improves mobility</li> <li>Connecting sidewalks and trails to transit, parking facilities, and parks year-round to provide a better experience</li> <li>Parking facilities that encourage people to walk, bike or use transit</li> </ul>	<p>M.2.C.1. <b>Action:</b> Review and update the Regional Transportation Plan (RTP). Maintain a list of regionally significant streets and roads for inclusion in the RTP.</p> <p>M.2.C.2. <b>Action:</b> Avoid peak periods of congestion by developing design standards for traffic operation and scheduling.</p> <p>M.2.D. Policy: Support upgrading of State Route 14 and State U. S. Highway 395.</p> <p>M.2.E. Policy: Support federal and state efforts to mitigate impacts of truck traffic and freight hauling on regional highways.</p> <p>M.2.F. Policy: Establish convenient and energy efficient access to the Mammoth Yosemite Airport.</p> <p>M.2.F.1. <b>Action:</b> Provide transit service, and encourage lodging-provided and other shuttle services, connecting the town with the Mammoth Yosemite Airport. Discourage rental cars at the Airport.</p>
<p><b>Transit System</b></p> <p>M.5. <b>GOAL:</b> Provide a year-round local public transit system that is convenient and efficient.</p> <p>M.5.A. Policy: Expand and increase reliability of transit service to meet the needs of the community and visitors.</p> <p>M.5.A.1. <b>Action:</b> Develop a transit plan and update regularly.</p> <p>M.5.B. Policy: Encourage transit use by requiring development and facility improvements to incorporate features such as shelters, safe routes to transit stops, and year-round access.</p> <p>M.5.C. Policy: Increase availability of transit services by working collaboratively with other agencies and organizations.</p>	<p><b>In-Town Transportation</b></p> <p>M.3. <b>GOAL:</b> Emphasize feet first, public transportation second, and car last in planning the community transportation system while still meeting Level of Service standards.</p> <p>M.3.A. Policy: Maintain a Level of Service D or better on the Peak Design Day at intersections along arterial and collector roads</p> <p>M.3.B. Policy: Reduce automobile trips by promoting and facilitating:</p> <ul style="list-style-type: none"> <li>Walking</li> <li>Bicycling</li> <li>Local and regional transit</li> <li>Innovative parking management</li> <li>Gondolas and trams</li> <li>Employer-based trip reduction programs</li> <li>Alternate work schedules</li> <li>Telecommuting</li> </ul>

The RecStrats II - Implementation Plan identifies seven Core Strategies. The Core Strategy #5 Special Events: is to provide logistics and facilitate support for regional recreation-based special events. In the Transportation/Mobility section there is focus on feet-first connectivity, free public transit to parks and recreation facilities and to reduce vehicular travel. The Implementation Plan states, "as recreation projects are developed transportation and mobility need to be considered and where possible integrated into the overall transportation/mobility strategy."

Eastern Sierra Transit has the ability, but lacks the operating funding to provide support for the area's special events by operating free public transit to the event sites, thereby reducing vehicular traffic and putting into action the community feet-first objective.



**7. Transportation/Mobility**

In terms of transportation & mobility there are a number of opportunities identified in the workshops to consider. The following are comments from workshop notes focusing on Transportation/Mobility:

- Emphasize access to trails
- Feet-first all-season connectivity
- Free public transit to parks & recreation facilities
- Municipal trails, including sidewalks & paved pathways to link the community
- Reduce vehicular travel
- Multiple & potentially shared staging areas for all uses (reliable & transit access)
- Bike access integrated into the community; infrastructure includes points of access from town via bikes

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**REESTRATS II** **Implementation Plan**

- Infrastructure for arts & culture to include public transportation

Clearly as recreation projects are developed transportation and mobility need to be considered and where possible integrated into the overall transportation/mobility strategy.

## 2. How does the project/program align with goals and priorities established by the Town?

Eastern Sierra Transit's enhanced Special Event Transportation Project is perfectly aligned with the Town of Mammoth Lakes' "Feet First" goal to remove automobile traffic from the roadways and to minimize the need for expansive parking facilities. Additionally, the added special event transportation fulfills the goal to provide a year round local public transit system that is convenient and efficient and this expansion of service will further meet the needs of local and visitors that attend the special events that are hosted within the Town.

In addition to implementing goals, policies and actions of adopted Town plans and documents, the Town Council established the following five 'high level' Town goals and priorities for this spring "Test" award. These goals and priorities are economic stimulus, high impact, ready to go, leveraged resources, and plan for the future.

Special events draw in an additional 61,000 visitors, who bring an estimated \$3 million dollars in economic benefit to the Town. Event Transportation it will increase the number of visitors that are able to access the events and increase the visitor satisfaction, which will further stimulate the local economy.

Special Event transportation will help implement the Town's "Feet First" goal and provide innumerable benefits including, reduced congestion, reduced pollution, and improved accessibility and overall visitor experience in the community, all of which provide a significant societal and environmental benefit. Improved visitor experience can lead to increased attendance and have a positive economic benefit, making enhanced transportation a high impact project.

Eastern Sierra Transit has the infrastructure, vehicles and staff “ready to go” to provide the enhanced special event transportation. These transportation resources can be leveraged against the planning, promotion and implementation resources use to organize and execute the various special events in the community. Combining the resources of the community to host these special events will bring synergy and a greater positive impact to the community. If awarded Measure U funds, Eastern Sierra Transit is prepared to provide enhanced event transportation immediately and into the future.

**3. Describe the project’s/program’s conceptual plan including the size, scope, type, design specifications, use, and budget. (This should be an attachment to the application titled: “Project Concept Plan”)**

**Plan Concept:**

The Special Events Transportation Project’s concept is relatively simple; provide additional hours of public transportation service throughout peak demand times of special/recreational events to the residents and visitors in Mammoth Lakes.

**Process:**

Agencies and organizations promoting special events in the Town of Mammoth Lakes would apply to the Town’s Recreation Manager for addition public transportation to their event venues. The Recreation Manager would provide the initial review of the service requests, ensuring that the requests are compatible with the Town’s goals and policies. The Recreation Manager would then direct the applicant to complete a “Supplemental Trolley Application” found online at: <http://www.ci.mammoth-lakes.ca.us/index.aspx?nid=97> and submit it to ESTA for evaluation.

The request would be evaluated by ESTA to ensure the safety of the proposed route and that the transportation would be open to the general public, and that all local, state and federal regulations including FTA Charter Policy are being followed.

**Examples of events that may qualify as Special Events are:**

- Bluesapaloosa
- 4th of July
- Jazz Jubilee
- New Year’s Eve
- Night of Lights

**Budget:**

The Eastern Sierra Transit’s hourly operating cost is \$80.00 per hour. This rate includes wages, fuel, maintenance, facilities and all other costs associated with the operation of public transit service.

It is estimated that 175 hours of special event transportation could be utilized within the Town based on the known scheduled events. An additional 125 hours are being built into the budget for potential new events.

Eastern Sierra Transit Authority is requesting \$24,000.00 in Measure U Grant funding for the operation of Special Event Transportation within the Town of Mammoth Lakes.

ESTA Hourly Rate	# of Operating Hours	Requested Measure U Grant Funding
\$80.00	300	\$24,000.00

**Invoicing:**

If this project receives Measure U funding, Eastern Sierra Transit would invoice the Town per event for payment from the Measure U special use tax fund.

**4. Is this project/program a:**

A multiple year project/program with a request for multiple years of funding (Subject to performance of 1<sup>st</sup> year)

**5. Identify all principals involved in this project/program and their responsibilities.**

**a. Applicant**

Eastern Sierra Transit Authority and The Town of Mammoth Lakes are the principals involved in this project. ESTA is a Joint Powers Authority with four member entities, one of which is the Town of Mammoth Lakes. Additionally, ESTA is under contract to provide the public transportation for the Town.

The Town would accept applications for special event transportation and would serve as the first line of review for the requests for special event transportation to ensure compatibility with the Town's goals. The Town would be the responsible party for collection of any applicable fee from the event planners.

ESTA would receive the preliminarily approved transportation request from the Town and would evaluate the project to ensure regulatory compliance and the safety of the route. ESTA will be the direct transportation provider for the service. An invoice would be sent to the Town for the additional service. ESTA would provide reporting on the service hours, miles and passenger trips provided during the event.

**b. Affiliated parties/agencies**

Affiliated parties to this project will be the special event organizers that apply for the event transportation. Though the exact organizations are not known at this time, it is anticipated that the following event organizers will apply for service: Bluesapalooza, Jazz Jubilee, the Town of Mammoth Lakes, and Mammoth Rocks.

**c. Consultant or other support**

n/a

## SECTION B – PROJECT DESCRIPTION

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### 1. Project Location

**a. If your project/program is Development, Implementation, Maintenance or Acquisition what is the location of your project/program?**

The project implementation or operation will be performed in the Town of Mammoth Lakes area.

### 2. Do you have owner and/or jurisdictional approval to use the location identified in the application?

**If Yes, please provide documentation of approval.**

**If No, describe how and when you will secure the approval.**

The Town of Mammoth Lakes has contracted with ESTA to provide public transportation. The contact is attached in Appendix A.

### 3. Based upon your project type, who is/will be (organization & person) responsible for maintenance and operation upon completion of the project/program? Please provide documentation of identified party's responsible for categories below.

A. Ownership:

B. Maintenance:

This project is to provide special event transportation. All maintenance of the vehicles will be provided by ESTA and the maintenance is included in the hourly rate. The Town of Mammoth Lakes Vehicle Maintenance Department maintains the vehicles that would be used for special event transportation services.

C. Operation:

The operation of the special event transportation will be provided by ESTA. ESTA's Mammoth Operations Supervisor would be directly responsible for overseeing the successful operation of the transportation services.

D. Liability & Insurance:

Eastern Sierra Transit is insured by California Joint Power Insurance Authority (CJPIA). The insurance certificate is attached in Appendix B.

### 4. Will any Pre-Development/Design funds be required for your project/program?

**If Yes, please describe what is required, when it's required, the timeline/schedule and cost.**

No pre-development/design funds are required.

### 5. Will any Implementation/Construction funds be required for your project/program?

**If Yes, please provide the scope of work, timeline and budget.**

No implementation/construction funds are required.

### 6. Will this project involve the purchase of equipment?

**If yes, who will own it? Who will be allowed to use it? Who will maintain it? How will it be stored? What is the estimated replacement timeline and cost?**

This project does not involve the purchase of equipment.

**7. Will any Maintenance funds be required for your project/program?**

**If Yes, please describe what is required, when it's required, the timeline/schedule and cost.**

All maintenance costs associated with the operation of Special Events Transportation are included in the hourly rate of \$80.00 per hour.

**8. Will any Operational funds be required for your project/program?**

**If Yes, please describe what is required, when it's required, the timeline/schedule and cost.**

This Special Event Transportation Project is for operation funds to provide enhance public transportation during peak demand time during special/recreation events. The transit service will be FREE and open to the general public and serve both residents and visitors in Mammoth Lakes.

**9. Will any Replacement funds be required for your project/program?**

**If Yes, please describe what is required, when it's required, the timeline/schedule and cost.**

No replacement funds will be required.

**10. Will there be Contractual Service hours used for any phase of your project/program?**

**If yes, please identify which task or phase, how many hours and the value of those hours.**

Eastern Sierra Transit will be operating as the public transportation contractor for the Town of Mammoth Lakes for this project.

**11. Will there be volunteer hours used for any phase of your project/program?**

**If Yes, please identify which task or phase, how many hours and the value of those hours.**

There will be no volunteer hours used. All aspects of the service will be performed by ESTA employees.

**12. Have any public (including Measure R and U) or private funds been previously committed, or is presently committed, to this project/program?**

**If Yes, please identify amount and year of funding or award.**

Public funds will be used by ESTA to cover overhead cost associated with the operation of public transit. Over head cost include, administration, insurance, rent, utilities and other associated facility costs. The public funds used for these expenses are Local transportation funds (LTF), State Transit Assistance (STA), Federal Transit Assistance (FTA) and Measure T funds.

Funding has been provided by the Town of Mammoth Lakes' general Fund for a limited number of events.

**13. Was public or private funding in place for this project/program before June 8, 2010?**

**If Yes, please describe how you are enhancing or improving the project/program.**

Public funds including Local transportation funds (LTF), State Transit Assistance (STA), Federal Transit Assistance (FTA) and Measure T funds have been utilized since July 2007 for public transportation in Mammoth Lakes. This project application is for enhance Special Event Transportation that goes beyond the customary services that have been provided in the Town.

**14. Is Measure U the only funding source for your project/program?**

**If No, provide amount and source of additional funds (Note: proof of this funding will be required).**

Measure U funding is not the only source of funding for this project. The Measure U funds will be used to reimburse ESTA for the operational expenses associated with the operation of enhance public transportation. Local transportation funds (LTF), State Transit Assistance (STA), Federal Transit Assistance (FTA) and Measure T funds will be used to cover the overhead cost of the transit operation. Proof of funding can be provided.

**15. Is your project/program going to have an impact (positive or negative) on existing use in the location you have identified? Please describe:**

Enhance Special Event Transit service in the Mammoth Lakes area will provide innumerable benefits including, reduced congestion, reduced pollution, and improved accessibility and overall visitor experience in the community, all of which provide a significant societal benefit.

## **SECTION C – PROJECT BENEFITS**

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### **1. Describe how the project/program provides a measurable community benefit (increased revenue, improved quality of life, etc.).**

Adding enhanced special event transportation will have many measurable benefits to the community. The benefits include reduced pollutants thereby improving the environment, increased local revenue as a result of the special events, and positive user experiences resulting in return visits.

The environmental benefits include reduce vehicle traffic which will decrease vehicle emissions. With decrease vehicle traffic there is a reduced need for parking. By reducing the shoulder parking that erodes the roadway edges, and adjacent soil and plant life, the environment is enhanced.

The Town of Mammoth Lakes is host to numerous special events throughout the year. These events bring an estimated 61,000 incremental visitors to the town, amounting to \$3 Million dollars of economic benefit to the community. Enhanced event transportation would boost the public perception and improve the user/visitor experience, building the visitation of both locals and visitor to these special events.

### **2. What is your target market - residents or visitors or both? What is the estimated number of users/participants/attendees?**

A wide range of people attend special events in Mammoth Lakes. The people using the enhanced transportation service will be the employees and volunteers that work at the events, locals that take advantage of the recreational events in their community, and visitors who come to the Town of Mammoth Lakes for their recreational and special events. .

### **3. Is the project/program a one-time or recurring activity?**

Recurring annual activity.

### **4. Please provide any additional information you would like the Measure U Committee to consider when reviewing your application.**

Transportation is routinely commented on favorably by guest and ESTA services are highly ranked in ridership surveys. Enhanced special event transportation would enhance/improve an already valuable and appreciated service, making Mammoth Lakes more highly regarded world-class resort.

## SECTION D – PROJECT FEASIBILITY

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Feasibility studies will be required for 'top tier' projects in order to clearly identify the level of funding required for the life of a project. It is in the best interest of the applicant to complete the feasibility section of the application. For any clarification regarding the questions or degree of detail that needs to be provided, please contact Town Staff.

### 1. Competitive Supply Analysis

#### **A. Provide a review of both direct and indirect competition and the strengths and weaknesses of the competition (SWOT) – identification of where the proposed project fits within the marketplace.**

There are taxi and lodging shuttle services that provide transportation within the Town. These services will typically provide their services for a user fee, or only to the visitors to their facilities. The taxi and shuttle companies do not have vehicles of sufficient size to effectively transport large numbers of passengers at the special events. It is unknown if the transportation services offered by these private businesses are compliant with the requirements of the Americans with Disabilities Act (ADA), and thereby to members of the public with disabilities.

Eastern Sierra Transit has the proven capacity to carry over 100 passengers per hour per vehicle and is fully ADA compliant. All ESTA drivers receive extensive initial and ongoing training in the areas of defensive driving, driving in adverse weather conditions, and passenger sensitivity training.

Eastern Sierra Transit's fleet undergoes a through safety inspection every 45 days or 3,000 miles. There is an additional annual safety inspection conducted by the California Highway Patrol.

### 2. Identification of Market Opportunity

#### **B. Identify the long-term opportunity that the project/program presents.**

The Town of Mammoth Lakes has policies and goals in place that strive to maximize the "Feet First" and public transportation use within the community. The Town also seeks to increase the number and duration of special events that are hosted by the community. These Town goals and policies create the opportunity to provide enhanced transportation as the size and number of events in the community will be increasing in the upcoming years.

### 3. Describe the targeted users of your project/program (include the number of participants).

A wide range of people attend special events in Mammoth Lakes. The people using the enhanced transportation service will be the employees and volunteers that work at the events, locals that take advantage of the recreational events in their community, and visitors who come to the Town of Mammoth Lakes for their recreational and special events. Over the course of a year the special events have attendance of 61,000 visitors and locals.

### 4. Projected Multi-Year Demand Analysis

#### **A. Provide the projected demand with assumptions.**

There are several known annual special events that occur in Mammoth Lakes. These events include:

- Bluesapaloosa
- 4th of July

- Jazz Jubilee
- New Year's Eve
- Night of Lights

These known events would use an estimated 175 public transit service hours. There is an assumption that there are other events or that the duration of the anticipated events may increase over the coming year. Therefore an addition 125 hours of transit service is being applied for in this application.

## **5. Projected Multi-Year Revenue Projections**

### **A. Projected revenue with pricing assumptions.**

This application is for a one-year period. The \$24,000 requested through the application will reimburse ESTA's direct costs for the provision of the service.

The Town and ESTA estimate that this supplemental trolley service will only increase as events in Mammoth Lakes continue to grow and expand. Therefore, this funding request will increase accordingly.

### **6. Cost Analysis – Provide the estimated one time or annual costs for each phase of your project/program (where applicable):**

1. Land acquisition costs:
2. Equipment acquisition:
3. Site preparation/demolition and site prep costs:
4. Entitlement costs:
5. Architect and planning costs:
6. Construction costs:
7. Operational costs: \$24,000.00 per year
8. Maintenance costs:
9. Programming costs:
10. Other:

## Feasibility Analysis

### 1. Project and Financial Assumptions

#### A. Please state assumptions which are the basis of the pro forma development.

Eastern Sierra Transit's operating costs are well defined within the contract with the Town of Mammoth Lakes for the operation of public transit service. The hourly rate for the operation of Public transit is \$80.00.

The hours of service are being assumed based on the following events:

Special Event	Anticipated Service hours
Bluesapaloosa	80
4th of July	10
Jazz Jubilee	55
New year's Eve	20
Night of Lights	10
Unidentified Events	125
<b>Total hours</b>	<b>300</b>

### 2. Multi-Scenario Pro Formas

**A. Provide one or two pro forma scenarios to understand the project's/program's financial feasibility. Within this element it is recommended that a 5-year operating budget be developed.**

Provided upon request.

### 3. Risk Analysis

**A. Identify project/program risks.**

Eastern Sierra Transit is fully insured through California Joint Powers Insurance Authority. The insurance certificates can be seen in Appendix B.

ESTA's application for these special event transportation funds, poses\ no risk to the Measure U funds. Measure U funds will only be expended as service is provided. Any unused funds will remain in a Measure U account for future use.

### 4. Project Schedule

**A. Identify the necessary implementation tasks required for your project/program.**

Task 1 – Set-up communication, application and approval process between Eastern Sierra Transit and the Town of Mammoth Lakes Recreation Manager for event organizers to apply for enhanced public transportation.

Task 2 – Establish reporting and reimbursement procedures for the enhanced special event transit under Measure U.

## 5. Quality of Life Analysis

A. Identify positive and negative project/program effects on the quality of life for the community of Mammoth Lakes.

Adding enhanced special event transportation will have a positive effect on the quality of life for the community. The benefits range from environmental, to fiscal, to safety, to enhanced user experiences resulting in repeat visits.

The environmental benefits include reduced automobile traffic which decreases vehicle emissions. Decreased vehicle traffic there is a also reduces the need for parking. By reducing the shoulder parking that erodes the road edges, adjacent soil and plant life, the environment is improved.

Enhanced event transportation would boost public perception of the community and improve the user/visitor experience, thus building visitation of both locals and visitor to these special events. With increased attendance, more money will be spent in the community which will further stimulate the economy and the quality of life for the residents.

APPENDIX A  
Town of Mammoth Lakes Contract

**AGREEMENT FOR THE PROVISION OF TRANSIT AND RELATED  
SERVICES**

**by and between**

**TOWN OF MAMMOTH LAKES**

**and**

**EASTERN SIERRA TRANSIT AUTHORITY**

**July 1, 2010**

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**AN AGREEMENT BETWEEN THE TOWN OF MAMMOTH LAKES  
AND THE EASTERN SIERRA TRANSIT AUTHORITY FOR THE PROVISION OF TRANSIT  
AND RELATED SERVICES**

THIS Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Town of Mammoth Lakes (hereinafter "TOWN"), a municipal corporation, and The Eastern Sierra Transit Authority (hereinafter "ESTA"), a joint powers authority formed by Inyo County, Mono County, City of Bishop and Town of Mammoth Lakes

**WITNESSETH**

WHEREAS, TOWN is authorized by Government Code §39732 to furnish and operate public transportation services, and

WHEREAS, ESTA is a Joint Powers Authority created pursuant to Government Code §6500 et. seq. to provide public transit services within the boundaries of its member entities, and

WHEREAS, ESTA is authorized by the Transit Authority Joint Powers Agreement (sometimes referred to herein as JPA agreement) to submit claims to the Mono County Local Transportation Commission on behalf of the Town of Mammoth Lakes in accordance with the Transportation Development Act (TDA) and its regulations, and to receive funds, and to provide transit services on behalf of the Town of Mammoth Lakes, and

WHEREAS, ESTA is authorized by the Transit Authority Joint Powers Agreement to seek and obtain funds from other sources to provide additional transit services beyond those funded through TDA, and

WHEREAS, ESTA is authorized by the Transit Authority Joint Powers Agreement to contract with its member entities to provide services above the level of service funded through TDA or other funds obtained by ESTA, and

WHEREAS, ESTA is authorized by the Transit Authority Joint Powers Agreement to contract for other goods and services, and

WHEREAS, TOWN desires to contract for, and ESTA desires to provide, services above the level of service funded through TDA or other funds obtained by ESTA, and

WHEREAS, TOWN and ESTA desire to contract to provide other services including but not limited to: Use of TOWN office and vehicle storage space by ESTA; Maintenance of ESTA vehicles by TOWN; Purchase of fuel by ESTA from TOWN; and Use of TOWN vehicles by ESTA,

NOW, THEREFORE, in consideration of the above, TOWN and ESTA agree as follows:

## **AGREEMENT**

### **Section 1: Effective Date**

This Agreement shall be effective when it has been approved by the Town Council of the Town of Mammoth Lakes and the Board of Directors of the Eastern Sierra Transit Authority.

### **Section 2: Commencement and Duration**

The transit and related services to be provided under this agreement are intended to be effective as of July 1, 2010 at which time services will be deemed to be commenced. The agreement shall thereafter be in effect from its effective date until June 30, 2011. This agreement shall automatically be extended for additional one-year terms unless either party provides notice to the other at least ninety (90) days in advance of a scheduled extension.

### **Section 3: Transit Services Provided by ESTA to TOWN**

ESTA agrees to provide transit services to TOWN in accordance with the following terms and conditions:

#### **1. General Terms and Conditions**

- a. Services Provided under This Agreement. In accordance with the Transit Authority Joint Powers Agreement, the purpose of this agreement is to ensure the provision of transit services in the Town of Mammoth Lakes above the level of service funded through TDA, or by funds obtained by ESTA from sources other than the TOWN.
- b. Base Level Service. In accordance with the Transit Authority Joint Powers Agreement, ESTA will submit claims to the Mono County Local Transportation Commission as an agent of the Town of Mammoth Lakes, and receive such funds, and provide services to the TOWN with those funds and other funds that ESTA receives from other than TOWN sources (e.g. federal transit funds, fares collected, bus advertising, etc.). Those services and those funds shall be referred to as the "base level" services. ESTA will establish a process to account for the "base level" services and funds.
- c. Budget Process. Each year, ESTA will develop and present to TOWN a proposed budget for the anticipated transit services to be operated. The budget shall be developed in the spring and will form the basis for the amount of service able to be provided through the "base level" funding, as well as the proposed billing rate for services in excess of the "base level". The budget will include factors such as anticipated total service level, anticipated operational cost increases, and capital requirements.

- d. **Billing Rates.** The initial transit service billing rates for the services provided pursuant to this agreement in excess of the "base level" are provided in attachment "A". These rates may be adjusted annually on July 1 subject to negotiations between ESTA and TOWN.
- e. **Services Funded by the Town.** Services funded by the Town shall consist of those service hours which exceed the "base level" services. To the extent that farebox revenue is required under the terms and conditions of TDA for any services specifically governed by the terms of this agreement an amount in lieu of the farebox revenue shall be funded by this agreement.
- f. **Contract Services.** The transit services to be provided under the terms of this agreement are defined in attachment "B." In addition to the provisions of Section 13, should for any reason ESTA not be able to provide the specified service level in spite of all reasonable efforts, ESTA shall not be held liable for services not provided. Such reasons may include without limit a shortage of qualified drivers necessary to operate such services.
- g. **Other Services.** ESTA will make every effort to provide additional services requested by Town on an as needed basis. Such services outside of the basic service level defined in Attachment B shall require a minimum of one-week notice to ESTA to arrange the necessary personnel and other resources to operate the service. Such services shall be provided at the same rate as established for other Town services provided pursuant to this agreement.
- h. **Fuel.** ESTA shall provide fuel for all TOWN provided vehicles using the TOWN's fueling station located on Commerce Drive, Mammoth Lakes at its own cost. TOWN shall add a per gallon administrative fee as indicated in Attachment "A".
- i. **Fares.** Fares for paratransit services shall be established by the ESTA Board of Directors.
- j. **Federal and State Requirements:** ESTA shall comply with all federal and state laws, regulations and requirements which apply to the services provided hereunder.
- k. **Management:** ESTA shall at all times be responsible for management of the services provided by it under this agreement.
- l. **Drug and Alcohol Testing.** ESTA shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of its employees in accordance with Federal Transportation Administration regulatory requirements.
- m. **Telephone Information, Reservations and Dispatching.** ESTA shall provide all telephone and dispatch equipment necessary for it to receive reservations, provide information and dispatch services.

## 2. Equipment Including Vehicles

- a. **TOWN Shall Provide Vehicles.** TOWN shall at no charge to ESTA provide ESTA with a fleet of suitable transit vehicles as listed in attachment "C" for use in providing services hereunder. It shall be ESTA's responsibility to have the vehicles registered with the Department of Motor Vehicles and for securing and maintaining any licenses, permits, property and liability insurance, and other authorizations as necessary. TOWN and ESTA

agree that ESTA will coordinate grant funding for future replacement vehicles and that TOWN will provide any required matching funds for the replacement vehicles. Replacement vehicles will be titled to TOWN and TOWN will approve the vehicle specifications for these vehicles. Such replacement vehicles shall be intended for transit services in and for the TOWN.

- b. Availability. ESTA shall store all TOWN owned equipment at the Town Transit Facility, 210 Commerce Drive, Mammoth Lakes, CA. ESTA shall also have the right to store vehicles that are not Town-owned at this facility on a space available basis as determined by the TOWN Transportation Director.
- c. Alterations. ESTA shall not install equipment, or make any alterations to any TOWN-owned equipment or vehicles without prior written consent of TOWN.
- d. Use. TOWN-provided vehicles shall be used only for the services provided in and for the Town of Mammoth Lakes unless otherwise agreed by the parties.
- e. Repossession. In the event of termination of this Agreement, TOWN shall have the right to take immediate possession of all TOWN-owned vehicles.
- f. Other Equipment. ESTA is responsible for providing all other materials, supplies, and/or equipment needed to perform Agreement, which are not otherwise specifically provided by TOWN.

### 3. Maintenance of TOWN-provided Equipment

- a. General. ESTA shall be responsible for maintenance of all TOWN-provided equipment including vehicles. ESTA will utilize the services of TOWN fleet maintenance department for the provision of the vehicle maintenance services. Rates for such maintenance services are listed in Attachment "A". Vehicle maintenance shall be to the standards of TOWN fleet maintenance department.
- b. Safety Inspections. ESTA, as the motor carrier operating the transit service, is subject to annual inspection by the Motor Carrier Unit of the California Highway Patrol (CHP) (Safety Compliance Report CHP-343). Such annual inspection includes driver records, vehicle condition, and vehicle maintenance records. ESTA must expeditiously correct any deficiencies noted on any part of the annual inspection. TOWN, as the primary vehicle maintenance service provider to ESTA shall expeditiously correct any deficiencies noted on the vehicle condition and vehicle records report. Should either party fail to make the necessary corrections for which the entity is responsible, the other party may terminate this agreement should acceptable corrective action not be taken within 30 days or upon re-inspection by CHP whichever comes first.
- c. Interior & Exterior Cleaning and Maintenance. ESTA shall maintain the exterior and interior cleanliness of all vehicles in satisfactory condition at all times.

### 4. Marketing and Public Relations Program

- a. **Marketing Organization.** At its sole expense, TOWN shall be responsible for marketing of services provided under this agreement. Marketing may include schedules, maps, brochures as well as other marketing collateral. All revenues associated with marketing activities shall accrue to the TOWN.
- b. **Bus Graphics.** TOWN and ESTA shall cooperate with a vehicle exterior graphics plan with a distinctive design consistent with the Authority's marketing plan for the service. This graphics plan shall include ESTA contact phone and website detail for public information purposes as well as the ESTA CA# issued by the California Public Utilities Commission.
- c. **ESTA Logo.** Space shall be provided on all Town-owned vehicles for the standard ESTA Logo which is consistent in design and placement with that provided on ESTA-owned vehicles.

## 5. Advertising

- a. **On-Vehicle Advertising and Postings.** All interior and exterior advertising on TOWN-owned vehicles shall be under the direction of ESTA, and all revenues derived from sale of advertising space shall accrue to ESTA. ESTA, or designee, shall be fully responsible for all aspects of advertising including installation, replacement, and care of advertising materials. ESTA shall also be responsible for all communication with and management of advertising vendors. TOWN reserves the right to approve advertising to be placed on the exterior and/or interior of TOWN-owned buses. Revenues accrued from the sale of advertising space on TOWN buses shall be applied directly to TOWN's "base level" transit service fund. TOWN shall retain the right to display advertising on the Trolley side panels for special events.

## 6. Administration, Reports, Accounting, Audits and Penalties

- a. **Personnel and Training.** ESTA shall provide sufficient supervisory employees, drivers and dispatching personnel to effectively manage, administer, and operate the services it is required to provide under this agreement. ESTA shall provide ongoing training, retraining, and safety education for all personnel that conforms to applicable regulatory requirements.
- b. **Reports.** ESTA shall develop and maintain records and reports, as requested by TOWN for use in management and administration of the service. These reports shall document passenger information, cost and revenue data, and other information needed by the TOWN and ESTA to make decisions about the transit service.
- c. **Accounting Practices.** ESTA shall maintain its books of account as they relate to the programs identified in this agreement consistent with Generally Accepted Accounting Principles, and in TOWN-approved format.

## 7. Changes to Level of Service

- a. **Service Changes.** Modification of the transit services is necessary periodically due to changes in the service area, changes in funding, and to help to attain service efficiencies. TOWN may request increases, decreases, or other changes to the service as follows:

(1) Review Factors. All potential service changes are to be reviewed according to the following factors:

- i. Legal
- ii. Safety
- iii. Schedule (including possible labor agreement issues)
- iv. Financial (use of "base level", and other revenue sources)
- v. Capital (vehicle requirements)
- vi. Effect on regional or other services

(2) Coordination with Biannual ESTA Board Service Planning Sessions. To the greatest extent possible, TOWN's service change requests should be coordinated to be able to be addressed by the ESTA Board of Directors at the Board's biannual service planning workshops. Such coordination shall be particularly important when service is proposed to be decreased.

(3) Emergency Adjustments. Either TOWN or ESTA may authorize temporary emergency adjustments in service in the event of an emergency or circumstance which requires an immediate detour or other adjustment in routing.

(4) Notification. The party initiating the emergency adjustment shall notify the other party immediately of such occurrence. TOWN shall specify steps to be taken by ESTA to notify patrons of the change in routing and/or scheduling necessitated by such emergency adjustments, and/or modifications to the emergency adjustments made by ESTA. Should ESTA in making temporary adjustments to service incur added expenses beyond those compensated under the primary terms of Agreement, TOWN and ESTA shall negotiate a fair and equitable adjustment in compensation for service.

(5) Non-Substantial Changes in Service Level. Non-substantial changes in service shall be defined as those which increase or decrease service hours by 10% or less of the annual total hours scheduled for operation. TOWN shall make its best effort to provide thirty (30) days notice of its requested non-substantial changes in service levels. ESTA shall make its best effort to provide staff and/or other resources to effectuate such changes. Requests for very minor changes shall be made with one week notice whenever possible. Non-substantial changes shall not involve an adjustment of the billing rates.

(6) Substantial Changes in Service Level. Changes that increase or decrease service hours by more than 10% of the annual total hours scheduled for operation shall be considered substantial and may involve an adjustment of the billing rates. TOWN shall make its best effort to provide sixty (60) days notice of its requested substantial changes, during which TOWN and ESTA shall discuss the proposed change and the ability of ESTA to provide the requested service as otherwise provided by this Agreement. If ESTA is able to make such changes in services, the parties shall execute an amendment to this agreement reflecting the agreed-upon changes.

(7) De minimis Changes. De minimis changes (e.g. moving a route to a different street, moving bus stop locations, minor changes in route start and/or stop times, etc.) will be implemented directly between TOWN and ESTA staff. Such changes will be budget-neutral, meaning that the changes will neither materially increase or decrease budgeted costs.

(8) Eastern Sierra Transit Authority receives as a claimant on the Town's behalf Transportation Development Act Funds from the Local Transportation Commission, and other federal transit funds that are intended to fund 'base services' in the Town. If these funds decrease by more than 10% over the amount projected in the annual budget plan, Eastern Sierra Transit Authority will immediately begin discussions with the Town on the impact of transit services within the Town. If the discussions do not result in a level of transit services acceptable to the Town, the Town will have the right to terminate this agreement with a sixty day notice

**8. Invoices.**

ESTA will establish a process to account and bill TOWN for the services provided under and funded by this agreement using the billing rates provided in attachment "A". ESTA shall record all of TOWN's transit service hours and shall provide TOWN with a monthly invoice for the transit services ESTA has provided to TOWN during the previous month. TOWN agrees to and shall pay all such invoices within thirty days of receipt.

**Section 4: Maintenance Requirements for TOWN Buses**

At its sole expense, ESTA shall cause the buses that are operated by ESTA for TOWN services to be professionally maintained. ESTA shall utilize the services of TOWN's fleet maintenance department for these services and shall compensate TOWN for such services according to the rates identified in Attachment "A". It shall be the responsibility of the TOWN in fulfilling its obligation for these services to perform all necessary and required maintenance in a timely manner such that sufficient buses are available to ESTA to allow it to provide all services in and for the TOWN.

**1. Preventive Maintenance Inspections and Service.**

TOWN shall perform all preventive and demand maintenance on Town-owned buses in a timely manner and in compliance with all applicable regulatory requirements and to the standards of Town's fleet maintenance department. ESTA may refuse to operate any vehicle which it deems unsafe or out of compliance with CHP or other statutory requirements or original equipment manufacturer's specifications.

**2. Development and Performance of Schedules.**

ESTA shall assist the TOWN in the creation and execution of schedules of preventive maintenance inspections and service, annual inspections and service, and major overhaul of TOWN buses, vehicles, and equipment used by ESTA in the performance of this agreement. TOWN shall use its best efforts to comply with schedules of preventive maintenance and annual inspections and service.

**3. Document Maintenance and Production.**

The TOWN shall maintain all documents related to the preventive maintenance and annual inspections and service of TOWN's buses, vehicles and equipment and shall produce those documents to ESTA, the California Highway Patrol, and other entities upon ESTA's request. If requested, the TOWN shall also make its supervising mechanic available during annual

inspections by the California Highway Patrol in order to respond to any questions regarding maintenance.

#### **Section 5: Maintenance and Repair Services Provided by TOWN to ESTA**

In addition to maintaining Town-owned buses used by ESTA in providing services under this Agreement, TOWN offers to maintain ESTA owned buses, vehicles and equipment on the following terms:

##### **1. Preventive Maintenance Inspections and Service.**

The TOWN may perform preventive maintenance inspections and or other specific services as directed and specified by ESTA in accordance with the recommended maintenance schedules of ESTA and the manufacturers of the buses, vehicles and equipment. ESTA shall provide the TOWN with all service manuals that relate to the buses vehicles or equipment that it seeks to have inspected serviced and maintained pursuant to this Agreement. All such manuals shall remain the property of ESTA. Preventive maintenance inspections, if requested by ESTA, shall be done in compliance with maintenance requirements noted on the Preventive Maintenance Inspection form, a copy of which is attached as Attachment "D". Other maintenance services requested by ESTA shall be performed according to Original Equipment Manufacturers (OEM) specifications and standards.

##### **2. Development and Performance of Schedules.**

The TOWN shall assist ESTA in the creation and execution of schedules of preventive maintenance inspections and service, annual inspections and service, and major overhaul of ESTA-owned buses, vehicles, and equipment as requested by ESTA. ESTA shall use its best efforts to comply with schedules of preventive maintenance and annual inspections and service.

##### **3. Document Maintenance and Production.**

The TOWN shall maintain all documents related to the preventive maintenance and annual inspections and service of ESTA's buses, vehicles and equipment and shall produce those documents to ESTA, the California Highway Patrol, and other entities upon ESTA's request. If requested, the TOWN shall also make its supervising mechanic available for annual inspections by the California Highway Patrol in order to respond to any questions regarding maintenance.

##### **4. Repairs.**

The Town shall repair ESTA-owned buses, vehicles and equipment based on the following terms and conditions:

- a. **Necessary Repairs.** ESTA may communicate directly with the TOWN's Fleet Manager or designee to request necessary repairs. The Town shall schedule necessary repairs on ESTA's buses, vehicles and equipment in a timely manner. Necessary repairs shall include, but not be limited to the repair or replacement of engines, wheel bearings, wheel seals, air systems,

brakes, axles, rear ends, transmissions, body panels, steering mechanisms, suspensions, electrical mechanisms, tires, fuel systems and other mechanical items.

- b. **Priorities.** In cases where buses, vehicles or equipment fail or break down, the TOWN shall prioritize repairs in order to expedite its return to service. In the event of conflicting priorities, ESTA's Operations Manager or other designated representative of ESTA and the TOWN's Fleet Manager or their designees shall confer and the Fleet Manager shall make the final decision.
- c. **Tools and Equipment.** The TOWN shall provide and maintain such tools, equipment, and facilities as may be necessary for the maintenance, repair, and servicing of all of ESTA's buses, vehicles, and equipment. ESTA agrees to loan any of its tools or equipment to the TOWN that the TOWN needs and requests in order to comply with the terms of this Agreement.
- d. **Parts and Materials.** The TOWN shall have the right to purchase parts and materials from vendors of its choice. In doing so, the Town shall always attempt to obtain the best available price for the best available parts and materials. All parts used on ESTA buses shall be OEM or equivalent.
- e. **Specialized Work.** The TOWN may, in the discretion of its Fleet Manager, cause specialized work to be performed in commercial shops specializing in that work. Specialized work may include, but shall not be limited to body repair, engine rebuilding, radiator repair, alternator rebuilding, and machining of special parts. The TOWN shall obtain a copy of the work order performed on any vehicle in a commercial shop.
- f. **Major Repairs.** The TOWN's Fleet Manager shall keep ESTA informed of all potential or necessary major repairs of ESTA's buses, vehicles, and equipment. Before commencing any repairs exceeding \$1,000, Town shall obtain ESTA's consent for repair.
- g. **Emergency Road Service.** The TOWN agrees to provide emergency road service depending upon availability of personnel and equipment to ESTA. As available, the TOWN shall respond to calls for road service by sending a mechanic and service truck to aide disabled ESTA-owned vehicles within Southern Mono County. Decisions in this regard shall be made by the TOWN's Fleet Manager.
- h. **Charges.** For making repairs, TOWN shall charge ESTA for the TOWN's costs, including labor, parts, and fuel as described in attachment "A". Charges for outside repair work pursuant to Subsection 4e shall be billed to ESTA at cost as specified on the outside vendor invoice. ESTA and the TOWN agree that the charges for services and fuel performed and provided respectively, pursuant to this agreement will be reviewed and subject to change annually effective July 1<sup>st</sup> of each year.
- i. **Invoices.** The TOWN shall send monthly invoices to ESTA for all repair work performed within the prior month. ESTA agrees to pay all monthly invoices with thirty days of receipt.

## **Section 6: Use of TOWN Fueling Facilities by ESTA**

The TOWN grants ESTA the right to use the TOWN's fueling facilities to fuel TOWN and ESTA buses, vehicles and equipment upon the following terms and conditions:

### **1. Use of Card Keys.**

The TOWN shall issue magnetic card keys to ESTA for all of the buses, vehicles and equipment that are authorized to use the TOWN's fueling facilities. A list of those vehicles is included in Attachment "C". The list of vehicles and equipment shall not be added to or changed without the prior approval of the Town's fleet manager.

### **2. Ownership and Misuse of Card Keys.**

The TOWN shall retain ownership of all card keys issued to ESTA during the term of this Agreement. ESTA shall be solely responsible for the consequences of any misuse of cards issued to ESTA personnel.

### **3. Invoices.**

The TOWN shall record all of ESTA's fuel consumption from its fueling facility and shall provide ESTA with monthly invoices for its fuel consumption. ESTA agrees to pay all invoices within thirty days of receipt.

## **Section 7: Use of Town Transit Facility by ESTA**

The Town agrees to lease to ESTA approximately 1,322 sq. ft. of office space in the TOWN transit facility under the following terms and conditions:

### **1. Leased Premises.**

TOWN hereby leases to ESTA the premises as particularly described herein. The leased premises may not be transferred, conveyed, sublet, assigned, hypothecated, modified and/or altered, or otherwise disposed of without the written consent of the Town. In addition ESTA shall have access to common break rooms and rest room facilities.

### **2. Term.**

The term of this lease shall coincide with the term of this agreement and any extensions thereof.

### **3. Rental.**

As and for the rental obligation to this Lease, ESTA shall pay to TOWN advance rent on the first day of each month during the term of this Lease the sum of \$1,983 per month, plus a common area fee (CAM) of \$330 per month. All rent shall be paid at the office of the Airport and Transportation Director or shall be mailed by U.S. Mail, first class with postage prepaid to:

Airport and Transportation Director  
Mammoth Yosemite Airport  
HCR 79, Box 209  
Mammoth Lakes, California 93546

**4. Permitted uses.**

The leased premises may be used for general office purposes.

**5. Prohibited Activities.**

All activities that are illegal under the laws of the State of California or the United States that create a hazard to the health, safety and welfare of persons, property or the environment are prohibited in the leased premises.

**6. Maintenance.**

ESTA shall be responsible for maintaining the interior portions of the space leased in good condition and state of repair during the term of the lease and shall be responsible at its cost for custodial service to its leased area.

**7. Acceptance of Leased Premises.**

ESTA accepts the Leased Premises on an "as is" basis.

**8. Right to Enter Leased Premises.**

TOWN has the right to enter the leased premises in order to secure its rights under this Lease and to determine whether prohibited activities are being carried out on the Premises. ESTA shall provide to TOWN a duplicate key or keys to the leased premises for the foregoing purposes or for emergency access.

**9. Assignment and Subletting Prohibited.**

ESTA shall not sublet the leased premises nor assign this Lease, excepting the personal property located therein, without the prior written consent of the TOWN.

**Section 8: Vehicle Storage Space**

In addition to the office space TOWN agrees to provide space at the TOWN-owned transit facility for parking of ESTA owned buses, vehicles, and equipment on a space available basis. TOWN shall determine where and how ESTA shall store vehicles.

**Section 9: Use of TOWN buses, vehicles and equipment by ESTA**

TOWN provided vehicles are intended to be operated to provide services to residents and visitors to the Town of Mammoth Lakes, and as back up vehicles for those services. TOWN may permit use of TOWN owned buses, vehicles and equipment for ESTA provided services outside the scope of this agreement under the following terms and conditions:

**1. Emergency Needs.**

In the event of mechanical failure or other unscheduled unavailability of ESTA buses, vehicles, or equipment, TOWN may authorize use of TOWN vehicles or equipment on a temporary basis in order to assure continuity of service. Such use may be authorized by the Airport and Transportation Director. ESTA shall compensate the TOWN for this use in accordance with the schedule in attachment "A".

**2. Other Services.**

In the event that ESTA desires to use TOWN-owned equipment for other regular services outside the scope of this agreement, it may apply to the Town Council of the Town of Mammoth Lakes for consideration of said service. If approved the terms and conditions associated for this regular service shall be documented in an amendment to this Agreement.

**3. Other Terms and Conditions.**

Operation of TOWN equipment by ESTA as provided in this section shall be in accordance with all other terms and conditions which apply to operation of TOWN-owned equipment as provided by this agreement.

**Section 10: Administration of Agreement**

ESTA's compliance with this Agreement shall be supervised and administered by TOWN by its Airport and Transportation Department. Contract Administrators for the Agreement shall be the Town Manager or Director of Airport and Transportation for TOWN, and the Executive Director or designee for ESTA.

**Section 11: Permits to Operate**

At its sole cost and expense, ESTA shall obtain any and all permits, licenses, certifications, or entitlements to operate as are now or may be required by any agency to enable ESTA to perform Agreement, and shall provide copies of all such documents or entitlements to TOWN when received by ESTA.

**Section 12: Notice of Deficiencies**

TOWN's Airport and Transportation Director may issue a Notice of Deficiencies to ESTA, specifying areas of unsatisfactory performance, and specifying what improvements are necessary to correct the deficiency or deficiencies. Such notice shall specify the provision(s) of Agreement which address the issue. ESTA shall correct or in good faith commence to correct the deficiency within a reasonable period of time specified by TOWN not to exceed 30 days unless agreed to in advance by TOWN in writing.

**Section 13: Force Majeure**

ESTA shall not be charged, nor shall TOWN demand from ESTA, damages because of failure in providing the services described in this Agreement due to unforeseeable causes beyond the control

and without the fault or negligence of ESTA. Such causes of excusable delay may include acts of public enemies, military attack and/or other actions, fires, floods, snow storms, earthquakes, epidemic, quarantine, restrictions, strikes, freight embargoes, public road closures, but in every case the delay is excusable only for so long as, and to the extent that, the excusable delay continues.

ESTA shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

In the event that ESTA is unable to provide the services required of it under this Agreement due to any cause, ESTA shall make a reasonable attempt to so notify the public including notification to local newspapers, and, if appropriate, local radio and television stations.

Whenever ESTA has knowledge that any actual or potential force majeure may delay or prevent performance of Agreement, ESTA, on a timely basis, shall notify TOWN of the facts and, thereafter, shall report to TOWN all relevant information then known to ESTA, and shall continue to so report.

#### **Section 14: No Conflicting Uses**

ESTA shall not operate, lease or charter TOWN-owned vehicles or equipment for any purpose other than for services for the TOWN, unless specifically authorized in writing by TOWN.

#### **Section 15: Notice**

All notices shall be made by certified US mail, postage prepaid, return receipt requested, or hand-delivered, addressed as follows:

**CITY:** Airport and Transportation Director  
Town of Mammoth Lakes  
HCR 79, Box 209  
Mammoth Lakes, CA 93546

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

Service of such notices shall be deemed complete three (3) days after deposit in the US Mail or on the date hand-delivered.

#### **Section 16: Not an Agreement of Employment**

It is understood and acknowledged that this Agreement is not a contract of employment between TOWN and ESTA, or any agents, officers, or employees of ESTA. ESTA is, and shall at all times be, deemed to be an independent contractor. ESTA is not authorized to bind the TOWN to any contracts or other obligations. ESTA is not an agent or employee of the TOWN except as provided in the Joint Powers Agreement, and shall at no time represent itself to be such agent or employee except as provided in the agreement. Neither ESTA nor any of its employees or subcontractors shall be entitled to any benefits accorded to TOWN employees including but not limited to Workers

Compensation, disability insurance, unemployment compensation, retirement benefits, vacation, or sick leave.

**Section 17: Precedence of Agreement Documents**

In the event of a conflict or ambiguity arising between this Agreement and other documents executed by the parties or any term therein, the document executed later in time shall prevail over the document executed earlier in time.

**Section 18: Continuity**

This Agreement is binding upon each of the parties and their respective heirs, shareholders, directors, partners, executors, and successors. Should ESTA change its structure during the term of this agreement, the TOWN reserves the right to terminate this agreement and to solicit new vendors for this service.

**Section 19: Assignment (ESTA)**

The performance of this Agreement may not be assigned, or in any way subcontracted on a continuing basis, except upon the prior written consent of TOWN. TOWN shall not consent to any proposed assignment or subcontracting, novation, other writing, or agreement that would have the effect of relieving ESTA or ESTA's surety of their responsibility and/or liability under Agreement.

**Section 20: Indemnification and Insurance Requirements**

**For all terms under Sections 3, 7, and 9 of this agreement (excluding Section 3.3.a):**

To the full extent permitted by law, ESTA shall defend, indemnify and hold harmless TOWN, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or cost of any kind, whether actual, alleged or threatened, actual attorney fees incurred by TOWN, court cost, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by ESTA as TOWN incurs them.

Without affecting the rights of TOWN under any provision of this agreement or this section, ESTA shall not be required to indemnify and hold harmless TOWN as set forth above for liability attributable to the active negligence of TOWN, provided such active negligence is determined by agreement between the parties or the findings of a court of competent jurisdiction. In instances where TOWN is shown to have been actively negligent and where TOWN's active negligence accounts for only a percentage of the liability involved, the obligation of ESTA will be for that entire portion or percentage of liability not attributable to the active negligence of TOWN.

ESTA shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by ESTA, its agents, representatives, or employees.

**Minimum Limits of Insurance**

**ESTA shall maintain limits no less than:**

- 1. General Liability:** ESTA shall provide Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate.
- 2. Automobile Liability:** ESTA shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident.
- 3. Workers' Compensation and Employer's Liability:** ESTA shall provide Workers Compensation and Employer's Liability Insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
- 4. Crime (Fidelity) Insurance:** ESTA shall provide evidence of fidelity coverage on a blanket fidelity bond or other acceptable form. Limits shall be no less than \$1,000,000 per occurrence.

**For all terms under Sections 4 and 5 of this agreement:**

To the full extent permitted by law, TOWN shall defend, indemnify and hold harmless ESTA, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or cost of any kind, whether actual, alleged or threatened, actual attorney fees incurred by ESTA, court cost, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by TOWN as ESTA incurs them.

Without affecting the rights of ESTA under any provision of this agreement or this section, TOWN shall not be required to indemnify and hold harmless ESTA as set forth above for liability attributable to the active negligence of ESTA, provided such active negligence is determined by agreement between the parties or the findings of a court of competent jurisdiction. In instances where ESTA is shown to have been actively negligent and where ESTA's active negligence accounts for only a percentage of the liability involved, the obligation of TOWN will be for that entire portion or percentage of liability not attributable to the active negligence of ESTA.

TOWN shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by TOWN, its agents, representatives, or employees.

#### Minimum Limits of Insurance

**TOWN shall maintain limits no less than:**

- 1. General Liability:** TOWN shall provide Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an

edition date prior to 2004, or the exact equivalent with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate.

2. **Automobile Liability:** TOWN shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident.
3. **Workers' Compensation and Employer's Liability:** TOWN shall provide Workers Compensation and Employer's Liability Insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Garage Keeper's Legal Liability:** TOWN shall provide garage keeper's legal liability insurance with a limit of no less than the value of all vehicles in custody.

**For all terms under Sections 6 and 8 of this agreement:**

ESTA hereby indemnifies and holds harmless TOWN, its officers, employees, and agents from any and all liability or claim of liability, including attorney's fees, arising by reason of personal injury, death or property damage and resulting from ESTA's negligence, recklessness or willful misconduct in the performance of its duties and obligations under this agreement.

**For all terms under Section 7 of this agreement:**

ESTA shall maintain property insurance in an amount equal to the value of all ESTA property contained within the leased premises.

**Verification of Coverage**

Where insurance coverage is required as described above, ESTA shall furnish the TOWN, and TOWN shall furnish ESTA with endorsements for third party general liability coverage required here to include as additional insureds, ESTA or TOWN as applicable, its officials, employees and agents. ESTA and TOWN also agree to require this same provision of all subcontractors, joint venturers or other parties engaged by or on behalf of ESTA or TOWN in relation to this agreement.

ESTA and TOWN agree to provide evidence of this insurance required herein, satisfactory to the other consisting of: a) certificate(s) of insurance evidencing all of the coverages required, and b) an additional insured endorsement to Contractor's general liability policy using Insurances Services Office form CG 20 10 with an edition date prior to 2004. ESTA and TOWN agree, upon request by the other to provide complete, certified copies of any policies required within 10 days of such request. Any actual or alleged failure on the part of ESTA or TOWN (as applicable) or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of ESTA or TOWN (as applicable) or any additional insured, in this or in any other regard.

Requirements of specific coverage features or limits, contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided

by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to ESTA or TOWN (as applicable) and approved of in writing.

ESTA and TOWN agree to require insurers to provide notice to the other 30 days prior to cancellation of such liability coverage or of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. ESTA and TOWN shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of ESTA or TOWN in relation to this agreement. Certificate(s) are to reflect that the issuer will provide 30 days notice to ESTA or TOWN (as applicable) of any cancellation of coverage.

It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by ESTA or TOWN or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to ESTA or TOWN (as applicable).

#### **Section 21: Successors**

This Agreement shall be binding upon, and shall inure to the parties hereto, and their respective shareholders, partners, directors, agents, personal representatives, successors-in-interest, and assigns. ESTA shall not assign, sublet, subcontract Agreement, or sub-charter vehicle without prior written consent from TOWN.

#### **Section 22: Counterparts**

This Agreement may be executed simultaneously or in counterparts, and each of the counterparts shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement.

#### **Section 23: Governing Law**

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

#### **Section 24: Compliance with Laws**

In addition to the laws, statutes, rules, and regulations specifically set forth herein, ESTA shall comply with any and all applicable laws, ordinances, statutes, codes and regulations of the federal, state, and local governments. ESTA shall also comply with rules and regulations associated with any State or federal funding which is used in whole or part to fund services provided by this agreement.

#### **Section 25: Termination**

1. TOWN may terminate this agreement in the event of a material breach by ESTA. A "material breach" for this purpose shall constitute failure of ESTA to comply with any of the material terms of Agreement or to perform its obligations called for by Agreement if the failure continues for thirty (30) days after written notice has been given to ESTA.

2. ESTA has the right to terminate Agreement in the event of a material breach by TOWN. A "material breach" for this purpose shall constitute failure of TOWN to comply with any of the material terms of Agreement or to perform its obligations called for by Agreement if the failure continues for thirty (30) days after written notice has been given to TOWN; and
3. This Agreement may also be terminated at any time upon mutual consent of both parties. Termination during the option term shall be made in the same manner and for the same reasons as during the initial term.

#### **Section 26: TOWN's Remedies on Breach and Waiver**

It is understood and agreed that in the event of failure by ESTA or TOWN to perform services required by this Agreement, in addition to all other remedies, penalties and damages provided by law, TOWN or ESTA may provide such services, and deduct the cost of doing so from the amounts due, or to become due to the other party. The costs to be deducted shall be the actual costs to TOWN or ESTA to provide such services, or the costs shown on the Payment Schedule, whichever is greater.

ESTA and TOWN agree that any waiver, or any breach or violation of any term or condition of this Agreement, or any failure to enforce any term or condition of this Agreement, shall not be deemed to be a waiver of any other term or condition contained herein, or a waiver of any subsequent breach or violation of the same, or any other term or condition. The acceptance by TOWN or ESTA of the performance of any work or services by the other party shall not be deemed to be a waiver of any term or condition of this Agreement.

#### **Section 27: Additional Terms**

The validity, legality, or enforceability, in whole, or in part of any provision of Agreement, shall not affect or impair the validity, legality, or enforceability, of other provisions.

This Agreement and all exhibits, addenda, and documents incorporated by reference herein, constitute the full and complete understanding of the parties, and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereto. The Agreement may only be modified by a written instrument signed by both parties hereto.

All reports, documents or other materials developed by TOWN or any other person engaged directly or indirectly by ESTA to perform the services required hereunder shall be and remain the property of TOWN without restriction or limitation upon their use by TOWN.

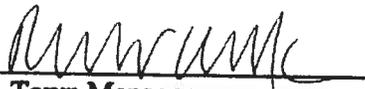
#### **Section 28: Records**

1. In addition to all other records required to be produced or maintained pursuant to this Agreement, ESTA shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to TOWN for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to ESTA pursuant to Agreement.

2. ESTA shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
3. TOWN shall maintain all documents and records which demonstrate performance of the vehicle maintenance requirements under this Agreement for the minimum period required by law.
4. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by from TOWN by the Town Attorney, Town Manager, or a designated representative of these officers, or from ESTA by the Executive Director or designee.

IN WITNESS WHEREOF, the parties hereto have executed Agreement the day and year herein above written.

**TOWN OF MAMMOTH LAKES**  
Municipal Corporation

By:   
Town Manager

**EASTERN SIERRA TRANSIT AUTHORITY**  
Joint Powers Authority

By:   
Executive Director

**Attachment A: Billing Rates**

**TRANSIT SERVICES**

The initial transit service billing rates are provided below. The billing rates are applicable to transit service hours in excess of the "base level". Billing service hours shall be computed for fixed route services from the first scheduled stop to the last scheduled stop for the route, and for paratransit service for all hours that the vehicle is available for service. The Board of Directors of ESTA may adjust these rates annually on July 1 of each year subject to concurrence by the Town of Mammoth Lakes.

**July 1, 2010 through June 30, 2011**

Estimated Base Level Revenues: \$343,000.00

Base Level Service Hours: 400 per month

Hourly Billing Rate for Service Hours above the Base Level Hours: \$38.50 per hour

**VEHICLE MAINTENANCE SERVICES**

Shop Rates shall be reevaluated and updated by TOWN prior to July 1<sup>st</sup> of each year. The rates at the inception of the agreement shall be.

- Labor: \$95.00 per hour
- Materials: actual cost
- Fuel: actual fuel cost plus ten cents per gallon

**ESTA USE OF TOWN VEHICLES FOR NON-TOWN TRANSIT SERVICES**

In accordance with Section 9 of this agreement, and when approved by the Town's Airport and Transportation Director or Town Council, ESTA shall be charged the following rates for use of TOWN vehicles for non-Town transit services.

- Trolley: \$100.00 per day
- Cutaway Bus: \$100.00 per day

**Attachment B: Initial Services**

Transit services covered at the commencement of this agreement shall be as specified in the following service breakdown description.

<u>ROUTES</u>	<u># Days</u>	<u>Hrs/Day</u>	<u>Hrs/Year</u>
Summer Trolley	84	26	2,184
Shoulder Summer Season Trolley	90	13	1,170
Lakes Basin Trolley	68	20	1,360
Winter Trolley	153	16.215	2,481
Shoulder Winter Trolley	40	7.25	290
Mid-Town Lift	365	11	4,015
Old Mammoth Lift	365	11	4,015
Dial-a-Ride (daytime)	365	10	3,650
Other (ADA, Special Event, Etc.)	335	1	335
			<u>19,500</u>

**Attachment C: Town Vehicles**

The following list shall be updated regularly by the TOWN to reflect changes in the vehicle fleet.

**BUSES**

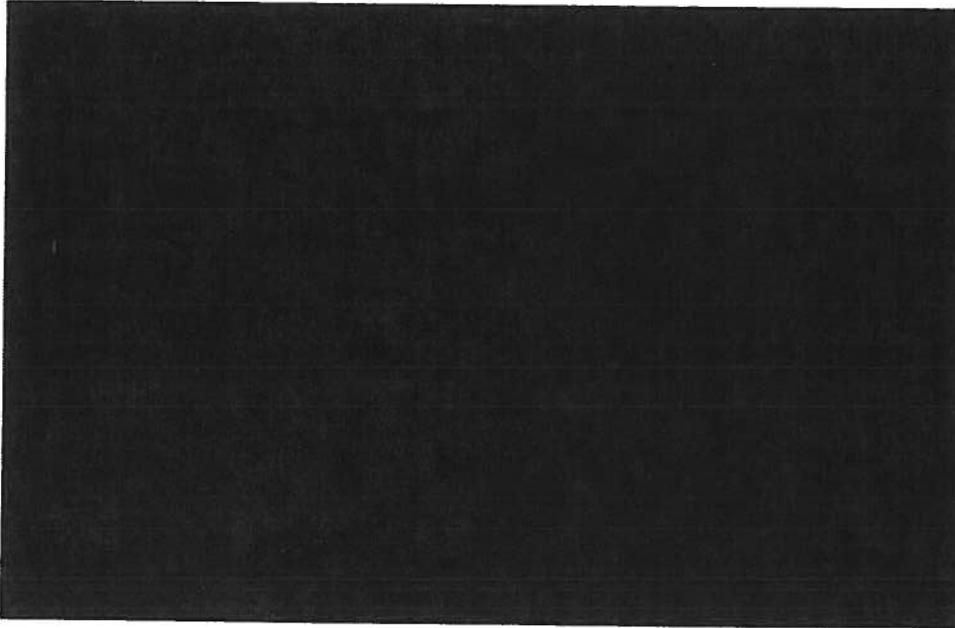
Vin Number	Make/Model
1FDXE45S87DA47745	07 Ford E-450
1FDXE45S67DA47744	07 Ford E-450
1FDXE45SX7DA47746	07 Ford E-450
1FDXE45S37DA47748	07 Ford E-450
1FDXE45S17DA47747	07 Ford E-450
1FDXE45S57DA47749	07 Ford E-450

**TROLLEYS**

VIN Number	Make/Model	Series
1F6NF53YX60A18326	07 Ford Supreme/Trolley	TR31' 60090026
1F6NF53YX60A18327	07 Ford Supreme/Trolley	TR31' 60090027
1F6NF53YX60A18330	07 Ford Supreme/Trolley	TR31' 60090028
1F6NF53YX60A18332	07 Ford Supreme/Trolley	TR31' 60090029
1F6NF53YX60A18333	07 Ford Supreme/Trolley	TR31' 60090030
1F6NF53YX60A18334	07 Ford Supreme/Trolley	TR31' 60090031

**Attachment C: Town Vehicles**

The following list shall be updated regularly by the TOWN to reflect changes in the vehicle fleet.



Attachment D: Preventive Maintenance Inspection Form

Page 1

MAKE/MODEL: **MINNAPPA LAKES RT REPORTS**    DATE: **02-17-2010**    DOZ FOR: \_\_\_\_\_  
 YEAR: **10**    VEHICLE ID: **2F02**    MFG: **6.4**    MFC: **103**    MFC DATE: **05/30/07**    MFC: **41**    MFC: **63079 M**    DOZ: **1022**    DOZ FOR: \_\_\_\_\_  
 MAKE/MODEL: **58 LGS SCHOOL BUS**    VEHICLE ID: **63079 02/20/10**    MFG: **07R650**    MFC: \_\_\_\_\_    MFC DATE: \_\_\_\_\_    MFC: \_\_\_\_\_    MFC: \_\_\_\_\_  
 MAKE/MODEL: **07R650**    VEHICLE ID: \_\_\_\_\_    MFG: \_\_\_\_\_    MFC: \_\_\_\_\_    MFC DATE: \_\_\_\_\_    MFC: \_\_\_\_\_    MFC: \_\_\_\_\_

CURRENT MILEAGE: **63079**    MILEAGE: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_    DATE: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_    DATE: \_\_\_\_\_

60000 MFC DUE FOR VEHICLE 2F02  
 60000 MFC DUE FOR VEHICLE 63079

Item to service	Check	Item to service	Check
1-A > CH OIL LEVEL	_____	2-A > CHE ALL LIGHTS	_____
3-A > CHE BATTERY EQUIPMENT	_____	4-A > CHE TRANSMISSION OIL LEVEL	_____
5-A > CHE RAD FLOED LEVEL	_____	6-A > CHE POWER STEERING OIL LEVEL	_____
7-A > CHE BELTS FOR WEAR AND ADJUSTMENT	_____	8-A > CHE COOLANT BORES	_____
9-A > CHE ENGINE FOR OIL LEAKS	_____	10-A > CHE ENGINE & COMP. AIR FILTERS	_____
11-A > CHE FOR EXHAUST LEAKS	_____	12-A > CHE LOG BOOKS	_____
13-A > CHE ENGINE MOTOR MOUNTS	_____	14-A > CHE TIRES FOR WEAR & DAMAGE RECORD	_____
15-A > CHE WHEELS FOR CRACKS & DAMAGE	_____	16-A > CHE WHEELS FOR CRACKS & DAMAGE	_____
17-A > CHE BRAKE SHIMS FOR WEAR & RECORD	_____	18-A > CHE BRAKE ADJUSTMENT	_____
19-A > CHE BRAKE LINING	_____	20-A > CHE STEERING LINING	_____
21-A > CHE SHIMS MOUNTING & O BOLTS	_____	22-A > LUBE ALL GREASE FITTINGS	_____
23-A > CHE AXLE OIL LEVELS	_____	24-A > CHE BATTERY FLOID LEVEL	_____
25-A > CHE BATTERY COMPARTMENT	_____	26-A > CHE WAXING FOR MOUNTING AND DAMAGE	_____
27-A > CHE CLUTCH ADJUSTMENT	_____	28-A > CHE FOR GENERAL AIR LEAKS	_____
29-A > CHE AIR TANK CHECK VALVES	_____	30-A > CHE ACOUS DOORS & PANELS	_____
31-A > CHE AIR SUSPENSION BAGS	_____	32-A > CHE AIR LOSS SPACIC	_____
33-A > CHE AIR LOSS AFFLISHED	_____	34-A > CHE WEARABLE AFTER AIR LOSS	_____
35-A > CHE ALL WARE MOUNTING BRACKETS	_____	36-A > CHE FOR OIL & GREASE BUILD UP	_____
37-A > CHE 2 WAY CHECK VALVE	_____	38-A > CHE WHEELCHAIR LIFT	_____
39-B > CHANGE ENGINE OIL & FILTER	_____	40-B > LUBE DOOR HINGES & LOCKS	_____
41-B > CHE FUEL LINES & CONNECTIONS	_____	42-B > CHE ENGINE SENSOR MOUNTS	_____
43-B > CHE STEERING BOX MOUNTING	_____	44-B > CHE BODY HOLD DOWN BOLTS	_____
45-B > CHE BRAKE DRUMS FOR CRACKS & WEAR	_____	46-B > LUBE WHEELCHAIR LIFT	_____
47-B > CHE THEROSTATS LINING	_____	48-C > SERVICE TRANS	_____
49-C > ADJ WHEELCHAIR LIFT	_____	50-C > CHANGE FUEL FILTER	_____
51-C > STEAM CLEAN	_____	52-C > CHE U JOINTS FOR WEAR	_____
53-D > REPL SPARK PLUGS	_____	54-D > INSPECT & CLEAN WHEEL BEARINGS	_____
55-D > CHE SPINDLES & AXLES	_____	54-D > CHANGE DIRT OIL	_____

Done Performed by: \_\_\_\_\_    Date: \_\_\_\_\_  
 Mileage: \_\_\_\_\_    Signed: \_\_\_\_\_

APPENDIX B  
ESTA Insurance Certificate

**CALIFORNIA JOINT POWERS INSURANCE AUTHORITY**

**CERTIFICATE OF LIABILITY PROTECTION**

In accordance with the provisions of Article 11(a) of the Joint Powers Agreement creating the CALIFORNIA JOINT POWERS INSURANCE AUTHORITY, the Executive Committee has designated a Joint Liability Protection Program for the Members.

**Eastern Sierra Transit Authority**

including its Board of Directors, along with all its commissions, agencies and employees thereof, is protected in accordance with the terms and provisions of the CALIFORNIA JPIA Liability Protection Program. This Certificate is evidence of the Member's participation in the Liability Protection Program during the period of July 1, 2011 to June 30, 2012.

The CALIFORNIA JOINT POWERS INSURANCE AUTHORITY will investigate, defend and/or pay all claims, settlements and final judgements which come within the provisions of the CALIFORNIA JPIA Memorandum of Coverage of the Liability Protection Program as defined therein.



CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

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Jonathan R. Shull, Chief Executive Officer

**CALIFORNIA JPIA**  
**8081 Moody Street, La Palma, California 90623**

July 1, 2008

GL 08 (Supersedes GL 07)

**PROGRAM:** CALIFORNIA JPIA Pooled Self-Insurance Retention of **General and Automobile Liability** losses up to \$2 million with an annual aggregate deductible of \$3 million<sup>i</sup>. Reinsurance and excess insurance<sup>ii</sup> are purchased from \$2 million to \$50 million with quota-sharing from the Self-Insured Retention to \$10 million<sup>iii</sup>.

**PROTECTION PERIOD:** From July 1, 2008 at 12:01 a.m. Pacific Time until superseded or terminated.

**PROTECTS:**

- A. CALIFORNIA JPIA Members (including wholly owned and controlled Authorities, Agencies, etc.) and
- B. While acting within the scope of their employment:
  - 1. Any officer, servant or employee of Members, and
  - 2. Councils, Board Members or Commissions.
- C. Person or entity to whom Member is obligated via Protected Contract as defined.

**COVERS:** Liability for MONETARY DAMAGES resulting from an OCCURRENCE because of these defined injuries:

- |  |   |
|--|---|
| 1. Bodily Injury                         | 5. Broadcast/Publication Injury               |
| 2. Property Damage                       | 6. Employment Practices Injury                |
| 3. Personal Injury                       | 7. Employee Benefits Administration Liability |
| 4. Public Officials Errors and Omissions | 8. Termination of City Manager's Employment   |

**LIMITS PER MEMBER (Liability)**

\$50,000,000 Per Occurrence Per Member  
\$50,000,000 Annual Aggregate Per Member<sup>iv</sup>

**LIMITS PER MEMBER (Subsidence)**

\$25,000,000 Per Occurrence Per Member  
\$15,000,000 Annual Aggregate Per Member<sup>v</sup>

**EXCLUSIONS:**

- |   |  |
|---|--|
| 1. Owned airport, aircraft, or watercraft;  | 9. Medical care activities (but paramedics, employee's first aid are covered); |
| 2. Workers Compensation or similar employment-related claims;                                     | 10. Use or operation of any railroad;  |
| 3. Damage to owned or leased property, or property in the care, custody or control of the member; | 11. Wrongful termination, or failure to hire or promote (limited coverage);    |
| 4. Dam failure in self-insured layers;  | 12. Punitive damages;  |
| 5. Condemnation or Inverse Condemnation;  | 13. Adoption or administration of an ordinance, land use entitlements;         |
| 6. Pollution/Hazardous Materials (limited coverage);  | 14. Antitrust;   |
| 7. Ionizing radiations or radioactive material (limited coverage);                                | 15. Equitable or similar actions not for monetary damages;                     |
| 8. Failure to supply utility service;   | 16. Loss of money, securities, or refunds;                                     |
|   | 17. Suits by a Member against a covered party.                                 |

**THE ABOVE IS A SUMMARY ONLY!**  
**IT DOES NOT MODIFY THE MEMORANDUM OF COVERAGE, NOR**  
**THE EXCESS INSURANCE DOCUMENTS.**  
**FOR FULL COVERAGE DETAILS SEE COPY OF POLICY**  
**ON FILE AT THE CALIFORNIA JPIA OFFICE.**  
**EFFECTIVE JULY 1, 2008**

<sup>i</sup> Annual aggregate deductible applies to all losses

<sup>ii</sup> Reinsurance from \$2 million to \$10 million is purchased from Markel Reinsurance; excess insurance from \$10 million to \$30 million from AIG Specialty Excess; and excess insurance from \$30 million to \$50 million from Lexington Insurance Company for **General and Automobile Liability** losses by all CALIFORNIA JPIA Members. Some exclusions and sub-limits apply, see policy summary for more information

<sup>iii</sup> Quota sharing is split 60% to Markel and 40% to the CALIFORNIA JPIA pooled losses

<sup>iv</sup> Annual Aggregate applies to Products/Completed Operations only.

<sup>v</sup> Annual Aggregate applies only to excess insurance provided by AIG Specialty Excess and Lexington Insurance Company.