



Mammoth Lakes
CALIFORNIA

2013 MEASURE U SPRING APPLICATION FORM

APPLICANT INFORMATION

Name of Organization:

Eastern Sierra Transit Authority

Type of Organization (Non-profit, HOA, Govt.):

Joint Powers Authority

Contact Person:

John Helm

Organization's Address:

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PROJECT SUMMARY

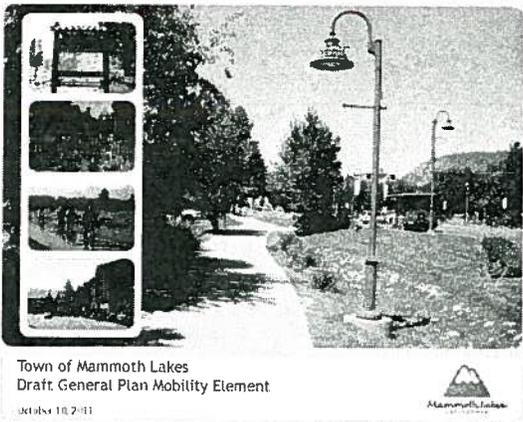
1. Name of Project/Program/Event:
NextBus GPS Enhancement for the Trolleys
2. Project Category (Recreation/Arts/Mobility): **Mobility**
3. Start / End Date: **May 1, 2013 – May 31, 2014**
4. Measure U Funds Requested: **\$19,000.00**

SECTION A – PRELIMINARY QUALIFICATIONS

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

Eastern Sierra Transit’s project to make all trolley and trolley Routes NextBus GPS capable fits within the goals and policies of the Town’s Draft General Plan Mobility Element, 2007 General Plan and RecStrats II - Implementation Strategy.

Enhancing the Trolley Routes with the NextBus GPS technology is directly identified in the Town’s 2011 Draft General Plan Mobility Element. The Policy M.12.1.1 identified on page 3-52 is to: Work to incorporate state-of-the-art technology as part of a convenient efficient and environmentally-friendly transit service. The Action item to support this Policy is Action M12.3.3: Work with other agencies and organizations to implement real-time information systems so that passengers will know when their bus is expected to arrive. Such technologies include web-based or telecommunications based applications and changeable message signs at major bus stops. This project will make substantial progress toward fulfilling the Town’s desired action.



Facilities of State Routes 209, including streets, turnoffs, and multimodal access

Policy M.12.3. Work to incorporate state-of-the-art technology as part of a convenient, efficient, and environmentally-friendly transit service

Action M.12.3.1 Work with other agencies and organizations to explore the potential for implementation of more environmentally-friendly and fuel-efficient transit vehicles.

Action M.12.3.2 To the extent practical and based on funding availability, reduce transit delay and improve transit reliability through physical and technological improvements, such as signal prioritization at signalized intersections, automated bus tracking, and queue-jump lanes.

3-52

DRAFT MOBILITY ELEMENT
CHAPTER 3: COMPREHENSIVE MOBILITY SYSTEM

Action M.12.3.3. Work with other agencies and organizations to implement real-time information systems so that passengers will know when their bus is expected to arrive. Such technologies include web-based or telecommunications-based applications and changeable message signs at major bus stops.

Action M.12.3.4 Work with other organizations and agencies to publicize the transit system and to increase availability of transit information, including through Town communications, and at popular tourist destinations and lodging

The NextBus GPS capability for the Trolley’s is consistent with the Town’s General Plan. In the Introduction Community Design Section, page 10, the Town desires to ensure *safe* and attractive public spaces. The Mobility section identified; improving regional public transportation, emphasizing feet first and public transportation second, providing a year-round local public transportation system that is convenient and efficient, and maintaining and improving safety and efficient movement of people. Within the Mobility Section, pages 39-40, the intent is to achieve a

progressive and integrated multi-modal transportation system that serves the various needs of residents and visitors. The In-Town goal is to emphasize feet first transportation, then use of public transportation, and lastly, use of a car. As a policy, the General Plan aims to expand and increase reliability of the transit service to the community and visitors to provide safety and enhance the experience. When these goals and policies are coupled together, there is a desire to provides the opportunity for "Feet First" and public transportation, which will serve the various needs of both residents and visitors.

Making the Nextbus GPS capability for the Trolleys will enable real-time bus arrival prediction information for the trolley routes year-round and will complement the existing prediction information for the winter Red Line. This improvement will enhance the passengers' experience and safety. Safety will be increased by providing accurate arrival times thereby reducing the time that passengers must stand by the roadway. The safety enhancement will be particularly beneficial during inclement weather or when there is ice on the roadway, maximizing the time that passengers can remain in a safe place until the trolley approaches.

Introduction	COMMUNITY DESIGN	MOBILITY
	C.1. Improve and enhance the community's unique character by requiring a high standard of design in all development in Mammoth Lakes.	M.1. Develop and implement a townwide way-finding system.
	C.2. Design the man-made environment to complement, not dominate, the natural environment.	M.2. Improve regional transportation system.
	C.3. Ensure safe and attractive public spaces, including sidewalks, trails, parks and streets.	M.3. Emphasize feet first, public transportation second, and car last in planning the community transportation system while still meeting Level of Service standards.
	C.4. Be stewards of natural and scenic resources essential to community image and character.	M.4. Encourage feet first by providing a linked year-round recreational and commuter trail system that is safe and comprehensive.
	C.5. Eliminate glare to improve public safety. Minimize light pollution to preserve views of stars and the night sky.	M.5. Provide a year-round local public transit system that is convenient and efficient.
	C.6. Enhance community character by minimizing noise.	M.6. Encourage alternative transportation and improve pedestrian mobility by developing a comprehensive parking management strategy.
	NEIGHBORHOOD AND DISTRICT CHARACTER	M.7. Maintain and improve safe and efficient movement of people, traffic, and goods in a manner consistent with the feet first initiative.
	This element expands on Land Use and Community Design goals.	M.8. Enhance small town community character through the design of the transportation system.
	LAND USE	
	L.1. Be stewards of the community's small town character and charm, compact form, spectacular natural surroundings	

Mobility

MOBILITY

INTENT
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:

- Increasing and improving available transportation options
- Providing incentives to change travel mode, time or destination
- Land use planning that reinforces feet first and improves mobility
- Connecting sidewalks and trails to transit, parking facilities, and parks year-round to provide a better experience
- Parking facilities that encourage people to walk, bike or use transit
- Future streets located to create flexibility of movement and provide multiple access routes to improve access for emergency, delivery, service, public and private vehicles
- Traffic calming and control measures
- Upgrade the Mammoth Yosemite Airport terminal to allow for regional air service.

Way-finding

M.1. **GOAL: Develop and Implement a townwide way-finding system.**

Regional Transportation

M.2. **GOAL: Improve regional transportation system.**

M.2.A. Policy: Maintain and expand access to recreation areas via coordinated system of shuttle and bus services, scenic routes, trails and highways.

M.2.B. Policy: Reduce highway traffic congestion and address other planning issues through collaboration with neighboring jurisdictions and regional agencies.

M.2.C. Policy: Work with Caltrans to coordinate transportation systems during high traffic flow events and weather emergencies. Adjustments include traffic control officers, message signs and temporary barriers.

M.2.C.1. **Action:** Review and update the Regional Transportation Plan (RTP). Maintain a list of regionally significant streets and roads for inclusion in the RTP.

M.2.C.2. **Action:** Avoid peak periods of congestion by developing design standards for traffic operation and scheduling.

M.2.D. Policy: Support upgrading of State Route 14 and State U. S. Highway 395.

M.2.E. Policy: Support federal and state efforts to mitigate impacts of truck traffic and freight hauling on regional highways.

M.2.F. Policy: Establish convenient and energy efficient access to the Mammoth Yosemite Airport.

M.2.F.1. **Action:** 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.

In-Town Transportation

M.3. **GOAL: Emphasize feet first, public transportation second, and car last in planning the community transportation system while still meeting Level of Service standards.**

M.3.A. Policy: Maintain a Level of Service D or better on the Peak Design Day at intersections along arterial and collector roads.

M.3.B. Policy: Reduce automobile trips by promoting and facilitating:

- Walking
- Bicycling
- Local and regional transit
- Innovative parking management
- Gondolas and trams
- Employer-based trip reduction programs
- Alternate work schedules
- Telecommuting
- Ride-share programs
- Cross-country skiing and snowshoeing

M.3.D. Policy: Encourage visitors to leave vehicles at their lodging by developing pedestrian, bicycle, transit and parking management strategies.

M.3.E. Policy: Require development to implement Transportation Demand Management (TDM) measures.

M.3.E.1. **Action:** Develop a TDM strategy and implement through programs, guidelines and the Municipal Code.

M.3.F. Policy: Encourage the school district, ski resort and other major public and private traffic generators to develop and implement measures to change travel behavior.

M.3.G. Policy: Construction activities shall be planned, scheduled and conducted to minimize the

M.4.D.1. **Action:** Develop and implement a pedestrian improvement plan.

M.4.C. Policy: Design streets, sidewalks and trails to ensure public safety such as:

- adequate dimensions and separation
- glare-free lighting at intersections
- directional and informational signage
- trash receptacles
- benches
- shuttle shelters
- protected roadway crossings
- landscaping
- groomed community trails
- snow removed from sidewalks

M.4.D. Policy: Provide safe travel for pedestrians to schools and parks.

Mobility

Transit System

M.5. **GOAL: Provide a year-round local public transit system that is convenient and efficient.**

M.5.A. Policy: Expand and increase reliability of transit service to meet the needs of the community and visitors.

M.5.A.1. **Action:** Develop a transit plan and update regularly.

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.

M.5.C. Policy: Increase availability of transit services by working collaboratively with other agencies.

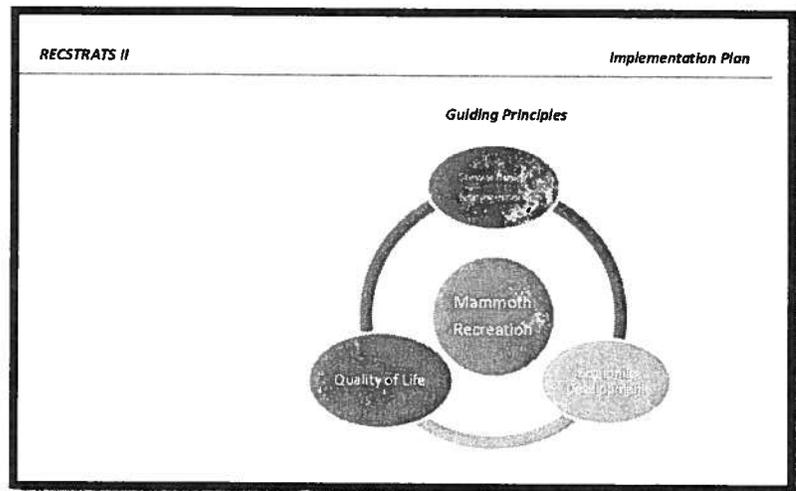
M.6.B.1. **Action:** Conduct thorough review of public parking needs and develop comprehensive parking strategy including:

- Off-site parking
- Shared parking
- In-lieu fees for parking
- Public parking facilities
- Parking equipment innovations
- Tandem parking
- On-street parking

M.6.B.2. **Action:** Update the Municipal Code to implement the comprehensive parking strategy.

M.6.B.3. **Action:** Revise the Municipal Code to include bicycle parking and storage standards.

The RecStrats II - Implementation Plan identifies recreation as the refreshment of strength and spirit with the guiding principle of stewardship/management, economic development and quality of life. In the Transportation/Mobility section there is focus to facilitate feet-first connectivity, provide 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." The NextBus GPS Project will enhance the quality of life for the public transit passenger through the use of technology.



Mammoth Lakes *A Vision for Recreation*

has been the case in Mammoth Lakes. This interest in stewarding natural assets is beneficial to both the economies of local communities as well as to public lands, such as the Inyo National Forest.

Technology
 Technology has created significant opportunities for the enhancement of recreation, especially with its ability to communicate opportunities for experiences, facilities, programs and safety via the Internet. Conversely, contemporary technology has created leisure-time competition for traditional outdoor recreation activities and has been identified as a significant contributing factor in troubling trends of obesity within the United States, especially among children.

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

Eastern Sierra Transit's Project to add NextBus GPS Capability to the Trolley's 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, NextBus GPS technology fulfills the goal to provide a year round local public transit system that is convenient and efficient.

In addition to implementing goals, policies and actions of adopted Town plans and documents, the Town Council established three categories of funding with the number one being mobility. The five 'high level' Town goals and priorities for 2013 Spring Funding priorities are economic stimulus, high impact, ready to go, leveraged resources, and plan for the future.

The NextBus GPS technology is a mobility project the will enhance the public transportation throughout the Town of Mammoth Lakes by provide a safer and more convenient transit service.

NextBus GPS technology 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 experience of local work force and the visitors can lead to a positive economic benefit.

ESTA has implemented the NextBus system on many of its other routes, including the Red Line in the Town of Mammoth Lakes, through previous federal grant funding totaling nearly \$100,000. This previous funding paid for the backbone of the system, which can be leveraged merely by adding GPS transponders and annual use fees.

Eastern Sierra Transit established a business relationship with NextBus, through successful implementation of the NextBus system on the 395 Route, Mammoth Express and Lone Pine Express Commuter Routes, Reds Meadow Shuttle Service and the Red Line in the Town of Mammoth Lakes. Eastern Sierra Transit has the infrastructure, vehicles and staff "ready to go" to implement this project.

3. Describe the project's/program or event **Conceptual Plan** or attach the **Business Plan**, including a detailed budget showing all anticipated revenue and expenditures associated with the event. (This should be an attachment to the application titled: "Project Concept Plan/Business Plan").

See Attachment #1 Project Concept Plan/Business Plan

4. **Provide a one (1) page Executive Summary of your project/program or event.** (This should be an attachment to the application titled: "Project Executive Summary").

See Attachment #2 Executive Summary

5. Is this project/program or event funding request for:

Multiple years of funding, or

Single year of funding

6. Identify all principles involved in this project/program or event and their responsibilities.

a. Applicant

Eastern Sierra Transit Authority will be the project manager for the project. ESTA will coordinate with the vendor, NextBus, for the purchase and installation of the GPS transponders and for payment of annual use fees.

b. Affiliated parties/agencies

NextBus is the sole-source vendor for the project in order to leverage ESTA's already considerable investment in the infrastructure of this technology. NextBus is North America's leading provider of real-time passenger information system (TRPIS) with more than 100 transit agency deployments in the United States and Canada.

The equipment will be installed on six trolley buses that are owned by the Town of Mammoth Lakes, and which ESTA operates in year-round service in the Mammoth Lakes area.

c. Consultant or other support

N/A

SECTION B – PROJECT DESCRIPTION

1. Project Location

A. What is the location(s) of your project/program or event?

The NextBus technology will be added to the Trolleys that operate within the Town of Mammoth Lakes. The trolley route operates from Snowcreek Athletic Club to the Village 365 days per year from 7:00am to 2:00 am in the winter and from 9:00am to 10:00pm in the summer.

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 is one of four member entities comprising the Eastern Sierra Transit Authority Joint Powers Agreement, and contracts with ESTA to provide public transportation within the Town. The contact is attached as 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. (NOT APPLICABLE FOR PROGRAMMING – CAPITAL REQUESTS ONLY)

A. Ownership:

ESTA will own the NextBus GPS transponders and will be responsible for all maintenance and operation.

B. Maintenance:

All maintenance of the equipment will be provided by ESTA through sub-contractors.

C. Operation:

The operation of the trolleys will be provided by ESTA. ESTA's Mammoth Operations Supervisor would be directly responsible for overseeing the successful operation of the transportation service, including the NextBus technology. Annual operating fees include \$1,800 in wireless fees and \$3,960 in ASP fees.

D. Liability & Insurance:

Eastern Sierra Transit is insured by California Joint Power Insurance Authority (CJPIA). An insurance certificate is attached as 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.
(NOT APPLICABLE FOR PROGRAMMING – CAPITAL REQUESTS ONLY)

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.
(NOT APPLICABLE FOR PROGRAMMING – CAPITAL REQUESTS ONLY)

No implementation/construction funds will be required.

6. Will this project or event 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?

Yes, this project involves the purchase of six GPS transponders, including installation. The equipment will be the property of ESTA, who will be responsible for the maintenance of the vehicle mounted equipment. Replacement costs would be approximately \$2,700 per unit at the end of an anticipated 10 year useful life. The units could be replaced within two weeks.

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.
(NOT APPLICABLE FOR PROGRAMMING – CAPITAL REQUESTS ONLY)

No maintenance funds will be required.

8. Will any Operational funds be required for your project/program or event?
If Yes, please describe what is required, when it's required, the timeline/schedule and cost.

There will be annual wireless and ASP fees for this project. The total annual ongoing cost is \$5,760. The first years annual cost is included in this project.

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.
(NOT APPLICABLE FOR PROGRAMMING – CAPITAL REQUESTS ONLY)

No replacement funds are required for this project t application.

10. Will there be Contractual Service hours used for any phase of your project/program or event?
If yes, please identify which task or phase, how many hours and the value of those hours.

No contractual service hours will be used.

11. Will there be volunteer hours used for any phase of your project/program or event?
If Yes, please identify which task or phase, how many hours and the value of those hours.

No volunteer hours will be used

12. Have any public (including Measure R and U) or private funds been previously committed, or is presently committed, to this project/program or event?
If Yes, please identify amount and year of funding or award.

No public or private funds are committed to this project

13. Was public or private funding in place for this project/program or event before June 8, 2010?
If Yes, please describe how you are enhancing or improving the project/program or event.

No public or private funds were in place before June 8, 2010.

14. Identify your matching or leveraged resources, funds, volunteers, etc. Identify if Measure U is the only funding source for your project/program or event.

ESTA is seeking 100% Measure U funding.

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

The NextBus GPS project will have a positive impact on residential neighborhoods and businesses in Mammoth Lakes. This technology will allow all transit passengers the ability to accurately know the actual arrival time of their trolley. This will give the passengers a sense of comfort knowing that a bus is on the way and will allow them to remain indoors during periods of bad weather until the bus approaches their stop. There are no emissions, noise, light or any other negative environmental effects of this project.

SECTION C – PROJECT BENEFITS

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

The Project would benefit both residents and visitors to Mammoth Lakes. The enhanced amenities provided by NextBus GPS technology would make the trolley service more convenient for passengers by reducing their wait time and improve their quality of life.

It is predicted that people will be riding the trolleys more frequently as the service becomes more convenient, which will result in increased economic activity as passengers visit local retail shops and restaurants, which in turn will increase the Town's tax revenue.

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

This project will target both residents and visitors to the community. The NextBus GPS technology will benefit anyone who rides on the Trolley Route. 200,000 passenger trips were provided on the Trolleys in 2012. Every passengers could benefit from this enhanced amenity.

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

Once the NextBus technology is added to the Trolleys it will provide a continuous, year-round benefit to both locals and visitors for the 10-year expected life of the project.

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

While the primary value of the NextBus system is enhanced availability of passenger information resulting in improved customer service, the system also provides an additional benefit to ESTA in the form of improved system monitoring and reporting. The NextBus system provides administrative access to the transit operator (ESTA) that details precisely the times that the GPS equipped buses were at various stops along the route. This can provide accurate on-time performance monitoring (a key transit performance measurement tool) and historical information to allow the Authority to investigate and respond to passenger complaints and comments. This "back office" capability can result in enhanced service quality by allowing management to focus on route on-time performance and to coach operator performance improvement where necessary.

SECTION D – PROJECT FEASIBILITY

Feasibility studies will be required for 'top tier' projects or large special events in order to clearly identify the level of funding required for the life of a project/program or event. 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.

Strengths: Strengths relative to this project would be the existing NextBus infrastructure that ESTA has already developed through separate funding sources. The primary setup and programming with NextBus have already been implemented for the 395 Routes to Reno and Lancaster, for the Mammoth Express and Lone Pine Express routes, and for the Reds Meadow Shuttle (summertime) and Red Line (wintertime) routes. These capabilities can be leveraged at a relatively low cost to add real-time arrival prediction information for the trolley routes by merely adding the GPS transponders and an annual use fee.

Weaknesses: This project would add a system for bus arrival prediction information for the trolley routes, which operate year-round. A weakness would be that this information would not yet be available for all of the transit routes in the Town of Mammoth Lakes, which could lead to passenger confusion.

Opportunities: Enhancing passenger information and convenience for the trolley routes should lead to increased ridership which will result in multiple community benefits including; reduced air pollution, reduced traffic, reduced impact on limited parking areas, and enhanced visitor and resident experience in the Town. Getting residents and visitors out of their cars and onto public transit provides a real opportunity to promote the Town's goals of feet-first, public transit second, and car last.

Threats: Adoption of some, as yet unknown technology could make the NextBus system obsolete. However, NextBus has been successfully implemented in more than 100 transit agencies in the U.S. and Canada and has met with widespread customer satisfaction. The Company has also demonstrated an ability to innovate as new technology becomes available as has been evidenced by the addition of QR tag capability, and automatic geo-based information to smart phone users who have downloaded a NextBus app.

2. Identification of Market Opportunity

A. Identify the long-term opportunity that the project/program presents.

The NextBus GPS Enhancement for the Trolleys project will facilitate a significant improvement in the availability of passenger information in Mammoth Lakes on a year-round basis. At present, real-time passenger information is only available for a route that operates from mid-November until Memorial Day, and that only operates from 7:00am until 5:30pm. The NextBus system represents an opportunity to exponentially expand this passenger convenience by providing this information 12-months per year and during all operating hours (7:00am to 2:00am in the winter; 9:00am to 10:00pm in the summer). By offering this enhancement throughout the year and for the night service, an opportunity is fostered to significantly increase ridership both among existing riders and for individuals who have not used public transit in the past.

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

All current and prospective passengers would benefit from this service enhancement. This would include both residents (who use the trolley to travel to work, social, medical and shopping trips) as well as visitors use the trolleys to access recreation, shopping, and entertainment.

4. Projected Multi-Year Demand Analysis

A. Provide the projected demand with assumptions.

200,000 passenger trips were provided on the Trolleys in 2012. All of these passenger trips could benefit from the enhanced amenity provided by NextBus. Demand (passenger trips) could increase by 10% (20,000 trips/year) due to increased use of the trolleys as a result of making the service more convenient for passengers by reducing wait time for the bus.

5. Projected Multi-Year Revenue Projections

A. Projected revenue with pricing assumptions.

Increased revenue to the community could come in the form of increased shopping and entertainment expenditures, primarily by visitors who might get out more often if the existing transit service were more convenient to use. As a guesstimate, if NextBus resulted in a 10% increase in passenger trips, and one-third of these trips resulted in an additional expenditure of \$20.00, the total annual increased revenue in the community would amount to \$133,340 ($200,000 * 10% * 33.3% * \20).

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: \$13,240.00
- 3. Site preparation/demolition and site prep costs:
- 4. Entitlement costs:
- 5. Architect and planning costs:
- 6. Construction costs:
- 7. Operational costs: \$5,760.00
- 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.

The project assumes a one-time investment of \$13,240 (including contingency) for the six GPS transponders, plus first year use fees of \$5,760. Ongoing costs would be \$5,760 for use fees, plus a possible annual expense of \$1,200 for extended warranty.

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.

Five year capital and operating costs for the project are detailed below.

	Expense	Revenue	Net Financial Gain/Loss
Year 1	\$19,000	\$133,340	\$114,340
Year 2	\$5,760	\$136,674	\$130,914
Year 3	\$5,904	\$140,091	\$134,187
Year 4	\$6,052	\$143,593	\$137,541
Year 5	\$6,203	\$147,183	\$140,980
TOTAL	\$42,919	\$700,881	\$657,962

The above figures assume a 2.5% increase in the cost of annual use fees beginning Year 3, and a 2.5% increase in revenue (increased expenditures) to be provided by the ridership increase beginning Year 2.

3. Risk Analysis

A. Identify project/program risks.

There are certain risks that the technology and or equipment might not work at all times as designed. ESTA currently operates the NextBus technology and equipment which, for the most part, has proven to be reliable. The risk could be mitigated to some degree by purchasing annual extended warranty plans (\$1,200/year).

4. Project Schedule

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

The project anticipates that the hardware (GPS transponders) would be purchased and installed in May of 2013 and that any system configurations would be completed by June 2013, with the system fully functional at that time.

5. Quality of Life Analysis

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

NextBus is a valuable passenger service enhancement. By providing reliable, real-time bus arrival information, passengers can plan their activities to reduce their wait time for the bus. The system also provides a level of security for passengers waiting at a bus stop by informing them accurately of the wait time for the next bus. This enhancement would make Mammoth's already extensive and well-used transit system even more convenient for passengers and should result in increased ridership. Increased use of public transit is a part of the Town's mobility element and provides multiple benefits to the community including reduction in pollution emissions, reductions in traffic volume on Town streets and reduced impact on limited parking within the Town.

Attachment #1

Project Concept Plan/Business Plan

Eastern Sierra Transit's application for Measure U funding through the Spring 2013 Award seeks to enhance passenger information service for the year-round Trolley routes by adding NextBus GPS transponders and associated fees to six trolley buses. The addition of this equipment will allow the Trolleys to utilize the existing NextBus technology infrastructure, which is currently available only on the Red Line. NextBus is a real-time bus arrival prediction system that uses GPS technology to provide information to passengers regarding the arrival time of the next bus. This information is available to passengers through a variety of media including; over the Internet on a computer, from a smart phone, through text messaging, or through a telephone. Adding the NextBus enhancement to the Trolley routes will allow passengers to access bus arrival information year-round on the busy Old Mammoth Road/Main Street corridor. Adding the Trolleys to the NextBus system would complement the existing capability on the Red Line and would provide prediction information from Snowcreek to The Village from 7:00am to 2:00am in the winter, and from 9:00am to 10:00pm in the summer. The NextBus technology is even more valuable for the Trolley routes, which operate on 20 to 30 minute frequencies depending on the season, than for the Red Line, which operates on a 15 minute frequency.

The Measure U funding that ESTA seeks through this application would purchase six GPS transponders, including installation for the units, plus wireless and ASP fees for the six units for one year. The costs would be incurred on a one time basis and would be expected to be expended in May of 2013. The budgeted costs are detailed below.

Quantity	Description	Unit Cost	Extended Cost
6	GPS Transponder Units including installation	\$2,046.60	\$12,279.60
6	Annual Wireless Fees	\$300.00	\$1,800.00
6	Annual ASP Fees	\$660.00	\$3,960.00
6	Contingency (5%)		\$960.40
TOTAL			\$19,000.00

Ongoing annual costs would include wireless fees, ASP fees and optional warranty coverage. The wireless and ASP fees would amount to \$5,760.00 per year, and additional warranty coverage is available for \$1,200.00 per year.

Attachment #2

Project Executive Summary

Eastern Sierra Transit seeks \$19,000 in funding to enhance passenger information service for the year-round Trolley routes by adding NextBus GPS transponders and associated fees to six trolley buses. The addition of this equipment will allow the Trolleys to utilize the existing NextBus technology infrastructure, which is currently available only on the Red Line. NextBus is a real-time bus arrival prediction system that uses GPS technology to provide information to passengers regarding the arrival time of the next bus. ESTA has implemented the NextBus system on many of its other routes, including the Red Line in the Town of Mammoth Lakes, through previous federal grant funding totaling nearly \$100,000. This previous funding paid for the backbone of the system, which can be leveraged merely by adding GPS transponders and annual use fees.

NextBus arrival information is available to passengers through a variety of media including; over the Internet on a computer, from a smart phone, through text messaging, or through a telephone. Many visitors to the Mammoth Lakes area are familiar with NextBus and use the system to access public transit information in their home area. Adding the Trolleys to the NextBus system would complement the existing capability on the Red Line and would provide prediction information from Snowcreek to The Village from 7:00am to 2:00am in the winter, and from 9:00am to 10:00pm in the summer.

**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 1st 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

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

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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, statues, 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.

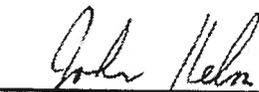
2. ESTA shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
3. TOWN shall maintain all documents and records which demonstrate 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 1st 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

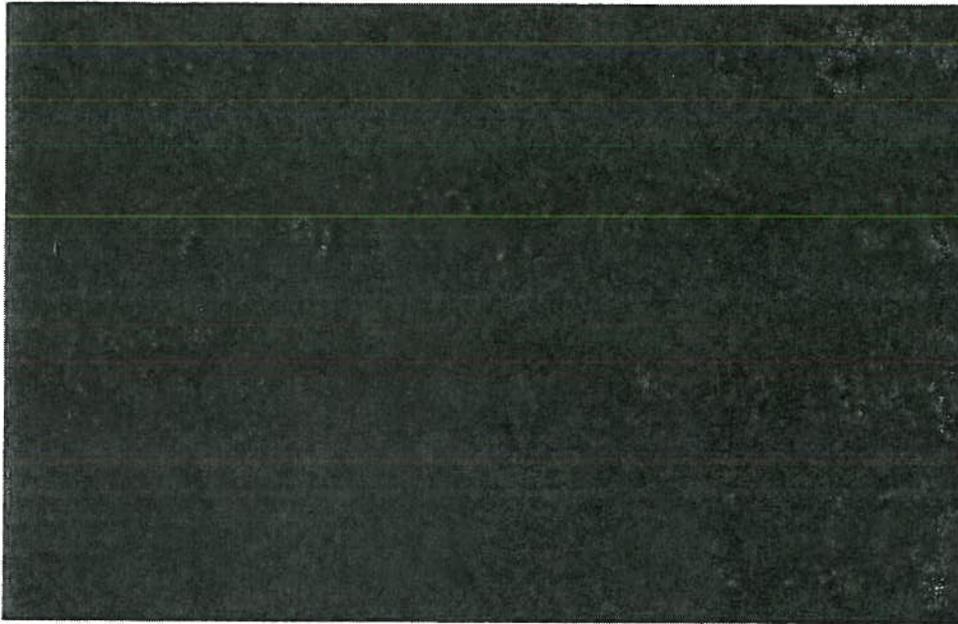
Vin Number	Make/Model
1FDXE45S87DA47745	07 Ford E-450
1FDXE45S67DA47744	07 Ford E-450
1FDXE45SX7DA47746	07 Ford E-450
1FDXE45S37DA47748	07 Ford E-450
1FDXE45S17DA47747	07 Ford E-450
1FDXE45S57DA47749	07 Ford E-450

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.



**FIRST AMENDMENT TO AGREEMENT
FOR THE PROVISION OF TRANSIT AND RELATED SERVICES**

This FIRST AMENDMENT TO AGREEMENT FOR THE PROVISION OF TRANSIT AND RELATED SERVICES ("First Amendment") is made and entered into this 1st day of July, 2012 ("Effective Date") by and between the Town of Mammoth Lakes ("TOWN") and the Eastern Sierra Transit Authority ("ESTA") (each, a "Party" and collectively, the "Parties").

RECITALS

A. The Parties previously entered into that certain Agreement for the Provision of Transit and Related Services, dated July 1, 2010 ("Agreement").

B. The Parties now desire to amend certain provisions of the Agreement, as set forth in this First Amendment.

FIRST AMENDMENT

NOW THEREFORE, in consideration of the mutual promises set forth in this First Amendment and other valuable consideration, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are hereby incorporated into this First Amendment.

2. **Defined Terms.** Initially capitalized terms not otherwise defined in this First Amendment shall be defined as provided in the Agreement.

3. **Amendments.**

3.1 Paragraphs 2(a)-(f) of Section 3 of the Agreement, entitled "Transit Services Provided by ESTA to TOWN," are amended to read as follows:

"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, TOWN budget permitting.

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

pursuant to Section 8 of this Agreement. TOWN acknowledges that ESTA expects to store buses at this facility that will be utilized for the Red, Blue, Green and Yellow Lines as well as the June Mountain Shuttle, Reds Meadow Shuttle, and the Mammoth Express route and agrees to the storage of these vehicles provided the Transportation Director or designee determines there is space available.

- 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 for the services provided in and for the Town of Mammoth Lakes. Upon request, TOWN may grant ESTA permission to utilize TOWN-owned vehicles on other ESTA services pursuant to Section 9 of this Agreement.
- e. Repossession. In the event of termination of this Agreement, ESTA shall immediately surrender all TOWN-owned vehicles to the TOWN.
- 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.”

3.2 Paragraphs 3(a)-(b) of Section 3 of the Agreement, entitled “Transit Services Provided by ESTA to TOWN,” are amended to read as follows:

“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 for TOWN-provided equipment. Rates for maintenance services to be provided by TOWN fleet maintenance department are listed in Attachment “A”. Vehicle maintenance, regardless of vendor performing such maintenance, shall be subject 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 shall 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 of any vehicle for which TOWN is responsible. Should either Party fail to make the necessary corrections for which that Party is responsible, within 30 days

of the condition being noted or by the time of re-inspection by CHP, whichever comes first, the other Party may terminate this Agreement.”

3.3 Paragraph 4(a) of Section 3 of the Agreement, entitled “Transit Services Provided by ESTA to TOWN,” is amended to read as follows:

“4. Marketing and Public Relations Program

- a. Marketing Organization. ESTA, in cooperation with TOWN and other stakeholders in the Mammoth Lakes area, 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 on TOWN-owned buses shall be credited by ESTA to TOWN’s “Base Level Service.”

3.4 Paragraph 6(a) of Section 3 of the Agreement, entitled “Transit Services Provided by ESTA to TOWN,” is amended to read as follows:

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

- a. 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 a format mutually approved by TOWN and ESTA.”

3.5 Section 4 of the Agreement, entitled “Maintenance Requirements for TOWN Buses,” is amended to read as follows:

“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 the maintenance of TOWN-owned vehicles and shall compensate TOWN for such services provided by TOWN according to the rates identified in Attachment “A”. ESTA may use the services of TOWN’s fleet maintenance department and/or other fleet maintenance vendors for the maintenance of non-TOWN owned vehicles. All such maintenance services for Town owned vehicles shall conform to TOWN’s vehicle maintenance standards. If a vendor other than the TOWN is used, that vendor may perform that work in the Transit Facility provided that: no Town equipment is used without the prior written consent of the TOWN; any Hazardous Materials used or generated during this work are disposed of by ESTA or the third party maintenance vendor in compliance with all local, state, and federal rules, laws and/or regulations, and; all parties performing the work are insured to the satisfaction of Town and name the TOWN as an additional insured. 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 Performed by TOWN.

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 performed by TOWN 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. Maintenance records for maintenance services provided by other than the TOWN's fleet maintenance department shall be provided to TOWN's fleet maintenance department."

3.6 Paragraphs 1 and 3 of Section 6 of the Agreement, entitled "Use of TOWN Fueling Facilities by ESTA," is amended to read as follows:

"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", which may be amended by mutual Agreement of the Parties. The list of vehicles and equipment shall not be added to or changed without the prior approval of the Town's fleet manager.

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. Upon request, TOWN will provide documentation to ESTA verifying TOWN's fuel costs."

3.7 Section 7 of the Agreement, entitled "Use of TOWN Transit Facility by ESTA," is amended to read as follows:

"Section 7: Use of Town Transit Facility by ESTA

1. Lease.

The TOWN agrees to lease to ESTA approximately 10,000 square feet of office and garage space, and approximately 52,000 square feet of parking area at the TOWN transit facility ("Leased Premises") under the following terms and conditions. In addition to the Leased Premises, ESTA shall have access to the common break rooms and rest rooms at the facility.

2. Term.

ESTA's right to use and occupy the Leased Premises, shall terminate on the date of termination of this Agreement.

3. Rental.

ESTA shall pay to TOWN rent in the amount of \$12,500 per month on the first day of each month that this Agreement remains in effect. In addition, ESTA shall be responsible for paying for the cost of all utilities used by ESTA at the Leased Premises. ESTA shall be responsible for paying for the cost of snow removal, with TOWN paying its proportionate share. 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
1300 Airport Road
Mammoth Lakes, California 93546

4. Permitted Uses.

ESTA shall only use the Leased Premises for general office purposes, vehicle maintenance and cleaning, and vehicle parking and staging.

5. Prohibited Activities.

All activities that are illegal under any federal, state or local law, rule, regulation or order or 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 Leased Premises in good condition and state of repair during the term of the lease provided for in this Agreement and shall be responsible for paying all costs of custodial service at the Leased Premises. TOWN shall be responsible for all major repairs to the facility.

7. Acceptance of Leased Premises.

a. Condition of Premises. ESTA accepts the leased premises in its "as is" condition, with all faults. ESTA acknowledges and agrees that ESTA is entering the leased premises under this agreement based on ESTA's own investigations and knowledge of the leased premises and that, except as otherwise specifically stated in this agreement, neither town nor any agent of town, has made any representation or warranty whatsoever, express or implied, with regard to the physical condition of the leased premises or the fitness, suitability, or safety of the leased premises for ESTA's use or any particular purpose or use. If, however, during the term of this Agreement, ESTA becomes aware that the leased premises is, or becomes, unfit, unsuitable, and/or unsafe for ESTA's intended uses as described in section 7.4 of this Agreement, ESTA shall have the option to immediately terminate this Agreement upon giving written notice to TOWN with no liability of any kind or nature arising out of such termination.

b. Destruction. If, during the term of the Agreement, the Leased Premises or facility is totally or partially destroyed, rendering the Leased Premises or facility totally or partially inaccessible or unusable, Town shall have the option to immediately terminate this Agreement by giving written notice to ESTA, with no liability of any kind or nature to ESTA.

8. Right to Enter Leased Premises.

TOWN has the right to enter the Leased Premises in an emergency or in order to determine ESTA's compliance with the terms of this Agreement, in its discretion. ESTA shall provide to TOWN a duplicate key or keys to the Leased Premises for entrance for the foregoing purposes.

9. Assignment and Subletting Prohibited.

ESTA shall not sublet, transfer, convey, assign, hypothecate, modify and/or alter, or otherwise dispose of the Leased Premises provided for under this Agreement, excepting the personal property located therein, without the prior written consent of

the TOWN. TOWN shall be permitted to sublease portions of the facility to others, provided such sublease(s) does not interfere with ESTA's use of the Premises pursuant to this Agreement. Such sub-lessee(s) shall be assessed a proportionate rate of utility and snow removal costs.

10. Modifications.

ESTA shall not modify the Leased Premises or facility without the prior, written approval of TOWN.

11. No Relocation Assistance.

ESTA acknowledges that ESTA is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of the lease provided for in Section 7 of this Agreement."

3.8 Section 8 of the Agreement, entitled "Vehicle Storage Space," is amended to read as follows:

"Section 8: Vehicle Storage Space

In addition to the office and garage space TOWN agrees that, ESTA shall be permitted to park, stage, maintain and administer ESTA owned buses, vehicles, and equipment at the TOWN's transit facility."

3.9 Section 9 of the Agreement, entitled "Use of TOWN buses, vehicles and equipment by ESTA," is amended to read as follows:

"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 in order to assure continuity of service. Such use may be authorized by the Airport and Transportation Director, or designee.

2. Other Services.

TOWN agrees to permit TOWN-owned vehicles to be used for the operation of the Red, Blue, Green, and Yellow Lines. Such use is expected to be limited to 25 days per season, or as needed. Such use shall not be subject to the daily vehicle charge rates detailed in Attachment "A". 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. ESTA shall report to TOWN on a monthly basis all occurrences of TOWN-owned buses being used for transit services outside the scope of 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."

3.10 Attachment A of the Agreement, entitled "Billing Rates," is hereby amended to read as follows:

"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" services. 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.

July 1, 2012 through June 30, 2013

Estimated Base Level Revenues: \$373,000

Hourly Billing Rate: \$39.90 per hour

Special Event Services:

Special event services, as approved by TOWN according to the Measure U funding, shall be billed to the customer at a rate of \$50.00 per hour. ESTA shall retain \$45.00 per hour from these billings and shall credit TOWN the balance (\$5.00 per hour).

VEHICLE MAINTENANCE SERVICES

Shop Rates shall be reevaluated and updated by TOWN prior to July 1st of each year. The rates for the period July 1, 2012 through June 30, 2013 shall be.

- Labor: \$98.00 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 non-TOWN transit services.

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

4. No other Amendments. Except as modified by this First Amendment, the Agreement remains binding on the Parties in full force and effect according to its terms.

5. Incorporation of First Amendment. From and after the Effective Date of this First Amendment, wherever the term "Agreement" appears in the Agreement, it shall be read and understood to mean the Agreement as amended by this First Amendment.

6. Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one fully executed First Amendment.

7. Authority to Execute. Each signatory executing this First Amendment on behalf of the Party below warrants that he or she is authorized to enter into and bind that Party to the terms of this First Amendment.

IN WITNESS WHEREOF, the said Parties hereto have caused this First Amendment to be executed as of the Effective Date.

EASTERN SIERRA TRANSIT AUTHORITY

By: John Nelson

Title: EXECUTIVE DIRECTOR

TOWN OF MAMMOTH LAKES

By: David Welbrecht
 _____, Mayor *Town Manager*

Attest: Jamie Gray
 _____, Town Clerk



November 29, 2012

Robin Picken
Town of Mammoth Lakes
P.O. Box 1609
Mammoth Lakes, CA 93546

Member Name:	Eastern Sierra Transit Authority
Additional Protected Party:	Town of Mammoth Lakes
Activity:	As respects the provision of transit and related services by and between the Town of Mammoth Lakes and ESTA dated July 1, 2010 and as amended as of July 1, 2012 per the schedule of vehicles on file with the company.
Coverage Period:	From 12:01 AM on 7/1/2012 to 11:59 PM on 6/30/2013

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

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

General Liability Program, Including Automobile Liability	
Coverage Limit:	\$1,000,000 per occurrence
Annual Aggregate Limit:	\$1,000,000
Workers' Compensation Program	
Coverage Limit	Statutory
Employers Liability	\$1,000,000

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

Coverage is subject to all the terms, Definitions, Exclusions, Conditions and Responsibilities of the Memorandum of Liability Coverage and the Limits of Coverage stated above.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jim Thyden".

Jim Thyden
Insurance Programs Manager

cc: John Helm, Eastern Sierra Transit Authority