



# INYO COUNTY LOCAL TRANSPORTATION COMMISSION

P.O. DRAWER Q  
INDEPENDENCE, CA 93526  
PHONE: (760) 878-0201  
FAX: (760) 878-2001



Michael Errante, Executive Director

## AGENDA

### INYO COUNTY LOCAL TRANSPORTATION COMMISSION Inyo County Board Chambers 224 N. Edwards St., Independence 8:30 a.m.

Justine Kokx is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/83448602089?pwd=E9SINCdEAFIZqHI3OUNSahrV2dATaM.1>

Meeting ID: 834 4860 2089  
Passcode: 445550  
1 669 900 9128 US

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Questions and comments will be accepted via e-mail to: [jkokx@inyocounty.us](mailto:jkokx@inyocounty.us). Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Inyo County Local Transportation Commission. PUBLIC NOTICE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Transportation Commission Secretary at (760) 878-0201. Notification 48 hours prior to the meeting will enable the Inyo County Local Transportation Commission to make reasonable arrangements to ensure accessibility to this meeting (28CFR 35. 102-35. ADA Title II).

### **July 16, 2025**

#### **8:30 a.m.** Open Meeting

1. Roll Call
2. Public Comment

### **ACTION ITEMS**

1. Consent Agenda
  - a. Approve the minutes of the meeting of May 21, 2025.
  - b. Request Commission adopt 2025 Unmet Transit Needs via Resolution No. 2025-06.

- c. Request Commission approve Resolution No. 2025-04 appropriating and allocating 2025 LTF estimate according to the TDA and the ICLTC organizational & procedures manual guidelines.
  - d. Request Commission approve Resolution No. 2025-05 allocating estimated FY25-26 STA funding to ESTA.
2. Request Commission approve Resolution No. 2025-07 allocating the FY2024-2025 RSTP Exchange funds between the City of Bishop and County

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### **DISCUSSION ITEMS**

2026 STIP fund estimate

### **INFORMATIONAL ITEMS**

- 3. Carbon Reduction Program funding request to rehabilitate the path along South Barlow Ln.
- 4. Q3 FY24-25 Overall Workplan Progress Report and Rural Planning Assistance invoice
- 5. ICLTC RTPA Triennial Performance Audit
- 6. City of Bishop Report
- 7. ESTA Executive Director's Report
- 8. Caltrans Report
- 9. Tribal Report
- 10. DVNP Report
- 11. USFS Report
- 12. Executive Director's Report
- 13. Reports from all members of the Inyo County LTC

### **CORRESPONDENCE**

None

## **ADJOURNMENT**

Adjourned until 8:30 a.m. Wednesday August 20, Bishop City Chambers

## **UPCOMING AGENDA ITEMS**

SSTAC Unmet Transit Needs meeting (August)

Road Charge Pilot Update – Lauren Prehoda (August)

2025 RTIP workshop (August/October)

County CIP (August)

Title VI Plan



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Michael Errante, Executive Director

## MINUTES

### INYO COUNTY LOCAL TRANSPORTATION COMMISSION Bishop City Council Chambers 301 W. Line St., Bishop, CA 93514 8:00 a.m.

**May 21, 2025**

**8:03 a.m.** Open Meeting

1. Roll Call
2. Public Comment - None

#### **Commissioners Present**

Chair: Celeste Berg  
Commissioner: Jennifer Roeser  
Commissioner: Jose Garcia  
Commissioner: Stephen Muchovej  
Commissioner: Scott Marcellin

#### **Others Present**

Mike Errante: Executive Director  
Justine Kokx: LTC Transportation Planner  
Amy Cutright: LTC Secretary  
Rick Franz: Caltrans  
Gordon Moose: Inyo County  
Nora Gamino: City of Bishop  
Jill Tognazzini: Caltrans  
Alexia Williams: Caltrans

#### **ACTION ITEMS**

1. Consent Agenda from April 16, 2025 (no quorum present)
  - a. Request approval of the minutes of the meeting of March 19, 2025.

- b. Request approval of Resolution No.2025-03: authorization for the execution of the Certification and assurances and allocations request(s) for the low carbon transit operations program (LCTOP) for the following project(s): Inyo County Electric Vehicle \$48,737.
- c. Request approval of the Letter of Support AB 496.
- d. Approve via Minute Order amendment to the ICLTC Organization and Procedures Manual to formalize 5% of Bicycle & Pedestrian Set aside of the Local Transportation Funds.

**\*\*Approval of Action Item #1 motioned by Commissioner Muchovej and seconded by Commissioner Roeser. All in favor.**

**2. Additional Consent items for May 21, 2025**

- a. FY 2023-2024 LTC Fiscal Audit Engagement Letter
- b. Request Commission consider approving the draft FY2025-2026 Overall Work Program as final, via Minute Order.

**\*\*Approval of Action Item #2 motioned by Commissioner Muchovej and seconded by Commissioner Garcia. All in favor.**

- c. Request Commission consider reverting the Regular ICLTC meeting start time to 9:00 a.m. from 8 a.m. and approve via Minute Order. After discussion, the new start time will be 8:30 a.m.

**\*\*Approval of the consent agenda motioned by Commissioner Muchovej and seconded by Commissioner Roeser. All in favor.**

**DISCUSSION ITEMS**

**3. 2025 Regional Transportation Improvement Program (RTIP)**

Discussion:

Staff provided an overview of previous RTIP/STIP cycle and the ICLTC's list of programmable projects. Also reviewed the priority projects as identified in the 2023 Regional Transportation Plan. Many County projects will require PSR's in order to be programmed in a future RTIP. Commissioners emphasized completing PSRs, and requested a more refined, less open-ended list. ICLTC and the City of Bishop will be working together to update the project list.

**INFORMATIONAL ITEMS**

**4. City of Bishop Report**

Discussion:

Nora Gamino updated the Commission on the LTC commitment of match for the Silver Peaks affordable housing project. The scoring rubric doesn't assign additional points for matching funds, therefore there will not be a need to request STIP funds.

## **5. ESTA Executive Director's Report**

- Executive Director's Report

None

## **6. Caltrans Report**

- Caltrans Monthly Report

Jill Tognazzini introduced Alexia Williams, the acting Deputy District Director for Planning and Environmental. Ben Downard has been promoted to Senior Transportation Planner.

Earlier in the month the Caltrans Annual Workers Memorial was at the Senora Maintenance station and was well attended.

Current project updates, Olancho-Cartago: Continue paving and the north bound is 2 lanes. Google is still showing detours that are not there and are working on making that correction. Construction is still slated to wrap up in October.

Northern Inyo County- Mailers going out to all Bishop and Big Pine residents and videos available giving more details of the Fish Springs, Bishop and Meadow Farms. Construction starts in early June.

Southern Inyo County- The Lone Pine pedestrian crossing at McDonalds. Bids open on the 28<sup>th</sup> of the month to install a pedestrian hybrid beacon.

## **7. Tribal Report**

None

## **8. DVNP Report**

None

## **9. USFS Report**

None

## **10. Executive Director's Report**

Mike Errante introduced some new employees within the public works department. Amy Cutright, the new ICLTC Transportation Technician and ICLTC Secretary. As well as Gordon Moose, the new IC Road Superintendent.

Mike Errante shared that the ICLTC and public works team went to Lone Pine School for career day and went over several departments and career opportunities.

The Bishop Sunrise Rotatory asked Justine and Mike to present an update of local projects in the area and updates.

A question was brought up regarding the drainage and some flooding on South Lake Road. Gordon explained that due to the snowmelt and debris that comes with it, the draining system does get clogged with debris. The road department will be making sure that these culverts will be cleared and repaired as the snow melt continues.

## **11. Reports from all members of the Inyo County LTC**

Commissioner Roeser:

- Wants to ensure that we are on track for the RTIP submission in November.
- Recently we were reached out to you by our advocacy representatives in Washington, D.C. with regards to the service transportation programs going to be reauthorized in the coming year, and it would be a good idea for the Commission to have an opportunity to weigh in on those kinds of things, and kind of considering the temperature in Washington.
- Asked Jill when the Sonora Wildlife crossing would be completed. Construction is due to be completed in July.

Commissioner Garcia:

- Expressed appreciation to Caltrans for maintaining Title 6 notice on Caltrans' on website.

Commissioner Berg

- Wants to ensure that we go over our lists of projects for RTIP. Justine stated she wanted to get together with Nora and bring it to the August meeting for refinement. It would then be worked on and brought back in October for final adoption in November.

### **CORRESPONDENCE**

None

### **ADJOURNMENT 9:50am**

Adjourned until 10:30 a.m. Wednesday, June 18, 2025, Bishop City Chambers

### **UPCOMING AGENDA ITEMS**

2025 Unmet Transit Needs Adoption

FY25-26 LTF & STA Allocations

Triennial Performance Audit of the ICLTC

RSTP Exchange

Rural Road Charge Pilot Update



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P.O. DRAWER Q  
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Michael Errante  
Executive Director

TO: Inyo County Local Transportation Commission

FROM: Justine Kokx, Transportation Planner

DATE: July 16, 2025

SUBJECT: Unmet Transit Needs Findings

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**Recommended Action** Your Commission is being asked to a) adopt Unmet Transit Needs Findings as presented by staff and b) approve Resolution No. 2025-06 regarding unmet transit needs.

## **2025 Unmet Transit Needs Hearing**

The SSTAC meeting and Unmet Transit Needs hearings were held in accordance with the Transportation Development Act and the Inyo County LTC Organization and Procedures Manual. The Unmet Transit Needs process is a valuable exercise in that it lets the Commission, Eastern Sierra Transit, and the public explore the strengths and weaknesses of the transit system. The dialogue at the SSTAC meeting and unmet transit needs hearing provides valuable information to transit entities of changing needs in the area. Eastern Sierra Transit has been effective at modifying their services to meet area transit needs and identifying new sources of funding to provide other services.

**Unmet Transit Needs Findings** Staff and ESTA have reviewed the information and discussion from the February 12, 2025, Social Services Transit Advisory Council meeting. There were no public comments at either Unmet Transit Needs Hearing (March 19, 2025 & April 16, 2025). Staff compiled a list of the suggestions and requests. They are qualified as to whether they are an unmet need and whether they are possible to accommodate, i.e., "Reasonable to Meet".

First, the following are the definitions of "Unmet Transit Need" and "Reasonable to Meet." The definitions were adopted by the ICLTC in 1995 and amended in 2007 and are as follows:

An Unmet Transit Need exists if an individual or individuals of any age or physical condition are unable to transport themselves from one location to another. An Unmet Transit Need is, at a minimum, those public transportation or specialized transportation services that are identified in the Regional Transportation Plan and that have not been implemented or funded.



A documented Unmet Transit Need is reasonable to meet if:

A service can be provided which meets a minimum farebox ratio of 10% of operating costs; and

- a) It is transit service for essential intra-county purposes which are defined as medical or dental services, shopping, employment, personal business, or social service appointments; or,
- b) It is a transit service for essential inter-county purposes which are defined as medical or dental services or social service appointments not available in this county or the out-of-county destination is the closest location where the services are available to the origin of the trip; and,

The origin and/or destination of the trip is within two miles of the established area of operation or cohesive community.

**Findings:**

The following findings are made in the attached resolution based on the analysis above:

- 1. A meeting of the SSTAC was held on February 12, 2025
- 2. Duly noticed Unmet Transit Needs Hearings were held on March 19, 2025 & April 16, 2025,
- 3. There are no new transit needs identified that satisfy the definition of an *unmet transit need* and *reasonable to meet*.

## 2025 Unmet Transit Needs List

	TRANSIT REQUEST	Unmet Need	Reasonable to Meet	Comments
2025 unmet needs request	Dial-a-Ride service between Lone Pine and Darwin	yes	no	operationally difficult, 45 minutes each way
2025 unmet needs request	Dial-a-Ride service between Lone Pine and Diaz Lake	yes	yes	currently met, ESTA goes as far south as Boulder Creek RV park. 10 minutes each way
2025 unmet needs request	Dial-a-Ride service between Lone Pine and Olancha	yes	no	operationally difficult, 30 minutes each way
2025 unmet needs request	Medical transport for low income residents	no	no	ESTA does not provide medical transportation, Follow up with Anna Scott
2025 unmet needs request	SSTAC meet more frequently, i.e., every 6 months	No	no	not service related

### Attachments:

- ICLTC Resolution No. 2025-06
- 2025 Unmet Transit Needs List
- February 12, 2025, SSTAC Meeting Notes

**INYO COUNTY LOCAL TRANSPORTATION COMMISSION  
RESOLUTION 2025-06**

**A RESOLUTION REGARDING UNMET TRANSIT NEEDS**

**WHEREAS**, on February 12, 2025, the Social Services Transit Advisory Committee held a duly noticed meeting to receive testimony identifying or commenting on unmet transit needs that may exist in the County; and

**WHEREAS**, on March 19th, 2025, and April 16th, 2025, the Inyo County Local Transportation Commission (LTC) held duly noticed public hearings to receive testimony identifying or commenting on unmet transit needs that may exist in the County; and

**WHEREAS**, the LTC notified persons and organizations that it knows to have an interest in the subject of the hearings; and

**WHEREAS**, the LTC has also considered the following factors in its transportation planning process:

1. Identified the size and location of groups with potential transit dependence.
2. Evaluated the adequacy of existing transportation services.
3. Examined potential alternate transportation services and service improvements that would meet potential travel demands; and

**WHEREAS**, the LTC adopted its definition of "Unmet Transit Needs and "Reasonable to Meet" in 1995 and amended in 2007, which are:

"An Unmet transit need exists if an individual or individuals of any age or physical condition are unable to transport themselves from one location to another. Documentation regarding the unmet need and the person's residential address must be provided in a letter addressed to the Executive Director of the Inyo County Local Transportation Commission or by testimony at a public hearing held for the purpose of determining unmet transit needs. An unmet transit need is, at a minimum, those public transportation or specialized transportation services that are identified in the Regional Transportation Plan that have not been implemented or funded."

A documented unmet transit need is "reasonable to meet" if a service can be provided which meets a minimum farebox ratio of 10% of operating costs, and:

- a) It is a transit service for essential intra-county purposes, which are defined as medical or dental services, shopping, employment, personal business, or social service appointments, or

b) It is a transit service for essential inter-county purposes, which are defined as medical or dental services, or social services appointments not available in this county or the out-of-county: destination is the closest location where the services are available to the origin of the trip; and the origin and/or destination of the trip is within two miles of the established area operation or a cohesive community; and

**WHEREAS**, the LTC has considered all available information, including that presented at the public hearings, all of which is contained in the ICLTC findings staff report dated July 16, 2025.

**NOW, THEREFORE, BE IT RESOLVED** that the ICLTC finds that through the 2025 unmet transit needs process, no new transit, medical or social services needs raised meet the definition of being an unmet transit need and are reasonable to meet.

**BE IT FURTHER RESOLVED**, that the ICLTC has determined that there will be no remaining Local Transportation Funds available to the City of Bishop and County of Inyo for local streets and roads.

Passed and adopted this 16th day of July 2025, by the following vote:

Ayes:

Noes:

Abstains:

Absent:

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Celeste Berg, Chairperson  
Inyo County Local Transportation Commission

Attest:

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Amy Cutright, Secretary  
Inyo County Local Transportation Commission



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P.O. DRAWER Q INDEPENDENCE, CA 93526

Michael Errante Executive Director

PHONE: (760) 878-0201

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## STAFF REPORT

**MEETING:** June 19, 2025

**PREPARED BY:** Justine Kokx, Transportation Planner

**SUBJECT:** Fiscal Year 2025-2026 Transportation Development Act (TDA)  
Apportionment and Allocations of Local Transportation Funds

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### Recommendation

Adopt Resolution No. 2025-04 apportioning and allocating Local Transportation Funds (LTF) for Fiscal Year 2025-2026.

### Background

This report gives an overview of the combined TDA allocation resolution to be considered by your Commission at this meeting for Fiscal Year 2025-2026. TDA funds are derived from a ¼% of the California Sales Tax in Inyo County. The table on the next page summarizes the amount of TDA funds received by the Inyo County LTC and how those funds have been allocated in the last sixteen budget cycles. Section 4A of the Inyo County LTC Organization and Procedures Manual sets forth the procedures for allocation of TDA funds in the upcoming fiscal year.

The ICLTC shall make allocations from the TDA Fund annually in accordance with the following priorities:

1. To the ICLTC, such sums as are necessary to meet its expenses in the performance of the administrative duties assigned under the Act.
2. Thereafter, up to two percent (5%) of the remaining available funds county-wide may be set aside to be allocated for pedestrian and bicycle facilities anywhere in the County.
3. Thereafter, up to five percent (5%) of the remaining funds may be set aside to be allocated under Article 4.5 of the Act for “community transit services, including such services for those, such as the disabled, who cannot use conventional transit services.” Claims may be filed under Article 4.5 of the Transportation Development Act.
4. Thereafter, to operators of public transportation systems, such monies as are approved by the ICLTC for claims presented pursuant to Article 4 Section 99260 of the P.U.C. Code;

and to applicants contracting for public transportation services in accordance with Article 8 Section 99400(c).

5. Thereafter, to the County of Inyo and the City of Bishop such monies (up to and including the apportionment allowed based on the latest department of Finance figures) approved by the ICLTC for claims presented pursuant to Article 8, Section 99400(a) involving projects for local streets and roads including facilities provide for exclusive use by pedestrians and bicyclists.

### Estimate

In accordance with the above, the LTC is responsible for the apportionment and allocation of TDA funds. LTC staff notified Eastern Sierra Transit Authority (ESTA) of estimated TDA funds available for allocation in the 2025-2026 Fiscal Year. The estimate is a rolling ten-year average, as supplied by the Inyo County Auditor, of the amount of TDA funds received in the past. The resulting FY 2025-2026 estimate is \$852,248. Staff recommend that you allocate the full estimated amount.

### History

Fiscal Year	Over / Under	Amount Received from State	ESTA Operating Expense <sup>1</sup>	ESAAA Operating Expenses	Bicycle and Pedestrian	Admin. & Audits	Total Allocations
09-10	-65,502	\$745,137	\$718,567	\$40,532	\$16,328	\$35,212	\$810,639
10-11	+10,094	\$808,953	\$716,689	\$37,762	\$15,413	\$28,212	\$798,859
11-12	+76,257	\$832,507	\$677,803	\$35,674	\$14,561	\$28,212	\$756,250
12-13	+70,846	\$868,134	\$705,770	\$37,145	\$15,161	\$39,212	\$797,288
13-14	-85,170	\$763,558	\$753,660	\$39,666	\$16,190	\$39,212	\$848,728
14-15	-4,446	\$850,948	\$770,108	\$40,531	\$16,543	\$28,212	\$855,394
15-16	+60,722	\$881,963	\$720,622	\$37,927	\$15,480	\$47,212	\$821,241
16-17	-2,658	\$846,572	\$748,582	\$39,399	\$16,060	\$46,189	\$849,230
17-18	+103,290	\$943,519	\$743,855	\$39,150	\$15,979	\$41,245	\$840,229
18-19	+84,962	\$988,844	\$782,785	\$41,199	\$16,816	\$63,078	\$903,882
19-20	+111,738	\$958,545	\$746,836	\$39,307	\$16,043	\$44,621	\$846,807
20-21	+291,013	\$986,804	\$576,866	\$30,361	\$12,392	\$76,171	\$695,791
21-22	+444,452	\$1,314,191	\$760,447	\$0	\$15,519	\$93,773	\$869,739
21-22	30%	Reserve Dist.	\$336,327	\$0	\$6,864	\$38,132	\$381,323
22-23	+289,809	\$1,181,949	\$741,005	\$0	\$15,123	\$136,012	\$892,140
22-23	30%	Reserve Dist.	\$342,458	\$0	\$6,989	\$38,827	\$388,274
23-24	+265,139	\$1,447,088	\$822,689	\$0	\$16,790	\$100,829	\$940,308
24-25	Estimate	\$971,690	\$850,169	\$0	\$17,350	\$104,171	\$971,690
24-25	30%	Reserve Dist.	\$237,384	\$0	\$12,494	\$27,764	\$277,642
<b>25-26</b>	<b>Estimate</b>	<b>\$1,029,149</b>	<b>\$852,248</b>	<b>\$0</b>	<b>\$44,855</b>	<b>\$132,046</b>	<b>\$1,029,149</b>

The Inyo County LTC is required to apportion TDA funds to the County and City in accordance with the TDA Guidelines. ESTA provides transit services to 100% of the City and of the County so the apportionment is more of a formal exercise than a practical one. Resolution No. 2024-03 will memorialize the apportionment shown below.

### **Allocation**

The following allocations are set forth as part of Resolutions No. 2025-06.

**Administrative Allocation** - The cost amount programmed for TDA Administration is 10% or \$102,915.

**Audits** –. The fiscal audit is budgeted at \$7,002.

**Bicycle and Pedestrian Facilities Allocation** - Five percent of the remaining amount is \$44,855. These funds will be set aside for bicycle and pedestrian facilities. To use these funds, the County and/or City will then need to gain approval from the LTC on a project-specific basis.

**Community Transit Services Allocation** - Article 4.5 of the TDA. There are currently no Community transit agencies expressing interest in TDA funding.

**ESTA Public Transit Service Allocation** - ESTA is an eligible public transit provider to receive funding under Article 4, Section 99260(a) of the TDA. The remaining TDA funds are eligible to be allocated for public transit services. The entire amount of \$852,248 is proposed for allocation to ESTA. The ESTA allocation request includes a preliminary budget for the upcoming fiscal year.

### **Evaluation of Allocation Requests**

#### **ESTA**

- A. ESTA is eligible to receive Article 4 TDA claim funds in Inyo County as a public transit operator. This was confirmed in the completion of the Triennial Performance Audit of ESTA.
- B. The ESTA claim is in compliance with the Inyo County LTC Regional Transportation Plan. The RTP generally describes the transit services available in Inyo County. The RTP also includes goals and policies generally in support of public transit.
- C. ESTA completes an annual fiscal audit of Transportation Development Act funds and provides this information to the Inyo County LTC.
- D. ESTA provides 100% of the public transit services in both the City of Bishop and Inyo County.
- E. The CHP has completed a terminal inspection of the ESTA headquarters within the last 13 months
- F. ESTA has specified that the funds are being used for purposes set forth in Article 4, Section 99262 of the Transportation Development Act (TDA). This portion of the TDA sets out the general uses for funds claimed under the TDA. The ESTA claim form complies with this general requirement.

**Potential Productivity Improvements**

Under PUC Section 99244, the ICLTC is required to annually identify, analyze, and recommend potential productivity improvements which could lower the operating costs of those operators who operate at least 50 percent of their vehicle service miles within the area under its jurisdiction. At a minimum, the recommendations for improvements and productivity are to include, but not be limited to, those recommendations related to productivity made in the triennial performance audit of the transit operator.

Triennial performance audit findings are now included in the TDA Claim form as a “Prior Performance Audit Worksheet.” The FY2019-2020 through FY2021-2022 triennial performance audit of ESTA revealed no audit findings, only two functional recommendations, which are suggestions to improve operations. ESTA has implemented changes to address the recommendations to develop a marketing plan and to improve brochure distribution. The performance audit verified ESTA’s compliance with the five performance indicators, which are, Operating Cost/Passenger, Operating Cost/Vehicle Service Hour, Passengers/Vehicle Service Hour, Passengers/Vehicle Service Mile, and Vehicle Service Hours/Employee. Farebox revenue of greater than 10% was also demonstrated.

**Attachments:**

- Resolution No. 2025-04 apportioning and allocating TDA revenues to ESTA
- ESTA Claim Forms
- County Auditor LTF estimate



## **APPENDIX B**

### **Forms – Request for Allocation of Funds**

Amended September 28, 2022

## CLAIM FOR TDA FUNDS

**TO:** Inyo County Local Transportation Commission  
Attention: Executive Director  
PO Drawer Q  
Independence, CA 93526

### REQUEST FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS FOR TRANSIT RELATED PURPOSES - FISCAL YEAR 2025-26

1. THIS REQUEST IS FOR AN ALLOCATION OF:

\$ 852,248 \_\_\_\_\_ LOCAL TRANSPORTATION FUNDS

\$ 191,664 \_\_\_\_\_ STATE TRANSIT ASSISTANCE FUNDS

2. NAME OF CLAIMANT: Eastern Sierra Transit

NAME AND TITLE OF

CONTACT PERSON: \_Phil Moores, Executive Director\_\_\_\_\_

ADDRESS: \_565 Airport Rd, Bishop, CA 93514

3. THE ABOVE CLAIMANT DECLARES THE FOLLOWING:

- A. That we are eligible to receive TDA funds.
- B. That the proposed expenditures are in conformity with the latest Regional Transportation Plan adopted by the ICLTC and the rules and regulations as set forth in the latest update of the TDA.
- C. That we have (or will) submitted to a fiscal audit of any TDA funds received during the past fiscal year.
- D. That we are eligible to receive 83% of the total Inyo County TDA allocation based on the current population split between the County and City of Bishop as estimated by the latest State Department of Finance figures.

E. That we received a satisfactory terminal inspection from the California Highway Patrol within the past 13 months, which evidences are compliance with Section 1808.1 of California Vehicle Code.

F. That these funds will be used for purposes as specified in Article 4 \_\_\_\_\_, Section 99260 \_\_\_\_\_ of the TDA as follows:

4. THE AMOUNTS REQUESTED FOR THE UPCOMING FISCAL YEAR ARE:

	<u>LTF</u>	<u>STA</u>
1 <sup>ST</sup> Quarter	\$ 213,062 _____ \$	\$ 47,916 _____
2 <sup>nd</sup> Quarter	213,062 _____ \$	\$ 47,916 _____
3 <sup>rd</sup> Quarter	213,062 _____ \$	\$ 47,916 _____
4 <sup>th</sup> Quarter	213,062 _____	\$ 47,916 _____
<b>TOTAL</b>	\$ 852,248 _____	\$ 191,664 _____

Signed: \_\_\_\_\_



Title: Executive Director \_\_\_\_\_

Date: March 28, 2025 \_\_\_\_\_

**TO:** Inyo County Local Transportation Commission  
Attention: Executive Director  
PO Drawer Q  
Independence, Ca 93526

**REQUEST FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS  
FOR TRANSIT-RELATED PURPOSES FISCAL YEAR 25-26**

1. THIS REQUEST IS FOR AN ALLOCATION OF: ( X ) LOCAL TRANSPORTATION  
FUNDS

( X ) STATE TRANSIT  
ASSISTANCE FUNDS

2. NAME OF TRANSIT SERVICE: Eastern Sierra Transit

NAME OF CONTACT PERSON: Phil Moores

ADDRESS: 565 airport Rd, Bishop, CA

TELEPHONE #: 760-872-1901

3. THE ABOVE CLAIMANT IS QUALIFIED TO RECEIVE FUNDS UNDER  
ARTICLE 4, SECTION 99260 OF THE TRANSPORTATION DEVELOPMENT ACT.

HAS THE ABOVE CLAIMANT RECEIVED ANY TDA FUNDS DURING THE PAST  
FISCAL YEAR? ( X ) YES ( ) NO

**THE ABOVE CLAIMANT MADE A REASONABLE EFFORT TO IMPLEMENT  
RECOMMENDATIONS MADE BY THE ICLTC. ( X ) YES ( ) NO**

ICLTC Staff completed this box Initials: JK

ARE THE PROPOSED EXPENDITURES IN CONFORMITY WITH THE INYO COUNTY  
REGIONAL TRANSPORTATION PLAN? ( X ) YES ( ) NO

4. AMOUNT REQUESTED FOR THE UPCOMING FISCAL YEAR (OR YEARS):

DIRECT ALLOCATION: \$1,043,912

RESERVE FUNDS: \_\_\_\_\_

OTHER: \_\_\_\_\_

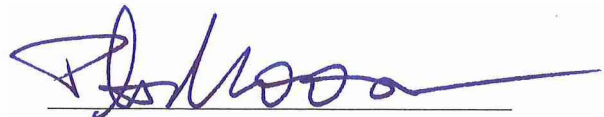
5. THESE FUNDS WILL BE USED FOR PURPOSES AS SPECIFIED IN  
ARTICLE 4, SECTION 99260 AS FOLLOWS:

6. PROJECTED REVENUES AND EXPENDITURES:

	<u>REVENUES</u>		<u>EXPENDITURES</u>		
	FARES	OTHER	OPERATIONS	MAINTENANCE	CAPITAL
PRIOR FY\$	2,349,135	5,695,792	6,349,918	935,054	1,606,799
PENDING FY	2,360,000	5,710,000	6,500,000	950,000	1,200,000

7. EFFICIENCY STANDARDS REQUIRED UNDER SECTION 99314.6 (A) AND (B) OF THE PUBLIC UTILITIES CODE WERE VERIFIED PRIOR TO THE ALLOCATION OF STA FUNDS. USE SMALLEST PERCENTAGE OF EITHER (A) OR (B) STANDARDS IF FUNDS MUST BE RESTRICTED FOR CAPITAL PURPOSES. USE OPERATOR'S STA QUALIFYING CRITERIA WORKSHEET. Efficiency standard 1 at -5.79% results in no capital restricted funds for this period per attached worksheet.
8. IF OPERATING BUDGET SHOWS AN INCREASE OVER PRECEDING YEAR, PLEASE IDENTIFY INCREASES: Maintenance and Labor costs\*
9. IF THERE IS A SUBSTANTIAL INCREASE OR DECREASE IN SCOPE OF OPERATION SINCE PRECEDING YEAR, PLEASE IDENTIFY; None\*
10. IF THERE IS A SUBSTANTIAL INCREASE OR DECREASE IN CAPITAL BUDGET PROVISIONS SINCE PRECEDING YEAR, PLEASE IDENTIFY: None\*
11. PLEASE DESCRIBE THE SERVICE YOU PROVIDE INCLUDING ROUTES, METHOD OF OPERATION, CUSTOMERS, NUMBER OF PATRONS SERVED ETC.: Eastern Sierra Transit provides fixed route, dial-a-ride, and flex route services. We serve the Inyo and Mono counties carrying a million passengers a year.
12. ATTACH A COPY OF PROPOSED BUDGET FOR PENDING FISCAL YEAR.  
attached
13. ATTACH COPIES OF ANY CONTRACTS UPON WHICH PROVISIONS OF YOUR SERVICE DEPENDS. attached

Signed: \_\_\_\_\_



Title: Executive Director

Date: March 28, 2025

## CLAIM FOR TDA FUNDS

### Prior Performance Audit Worksheet

**TO:** Inyo County Local Transportation Commission  
Attention: Executive Director  
PO Drawer Q  
Independence, CA 93526

REQUEST FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT (TDA)  
FUNDS FOR TRANSIT RELATED PURPOSES - FISCAL YEAR \_\_\_\_\_

Note that this worksheet is only required to be completed by claimants for public transit services under Article 4 of the Public Utilities Code.

Each recommendation from the latest performance audit	Action(s) taken to date to address the recommendation	Conclusion
Develop Marketing Plan	received \$4,000 quote	created children's program and bought new signs for all bus stops
develop better system for distributing brochures	list created and checked	brochures are more current

## STAFF REPORT

Subject: Preliminary FY25/26 Budget

Presented By: Phil Moores, Executive Director

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### **BACKGROUND:**

ESTA's Joint Powers Agreement (JPA) states that each year, the Authority shall prepare and submit to the Board of Directors a proposed budget for the upcoming fiscal year.

### **ANALYSIS/DISCUSSION:**

A preliminary budget for FY25/26 is being presented to the Board to provide opening information and it is intended to provide a general financial overview of the upcoming year and to solicit direction from the Board prior to finalization.

The preliminary budget anticipates service levels that are slightly higher than last year by around 600 service hours. This expansion is listed in the Summer Service Review report under another item in this meeting agenda. A summary of preliminary revenues and expenses by major category is detailed in the tables below.

Revenues	24-25 Estimate	25-26 Estimate	Variance
LTF	\$1,852,365	\$2,050,000	\$197,635
STA	\$614,147	\$519,576	-\$94,571
Interest from Treasury	\$25,000	\$170,000	\$145,000
State Grants Other	\$172,651	\$90,000	-\$82,651
Federal Grants	\$1,520,000	\$951,000	-\$569,000
Other Agencies	\$1,184,165	\$1,188,500	\$4,335
Fares & Fees	\$1,856,254	\$2,400,000	\$543,746
Miscellaneous	\$55,000	\$100,000	\$45,000
Total	\$7,279,582	\$7,469,076	\$189,494
Expenses	24-25 Estimate	25-26 Estimate	Variance
Salaries & Benefits	\$2,944,944	\$3,239,438	\$294,494
Insurance	\$410,235	\$455,165	\$44,930
Maintenance	\$735,221	\$938,100	\$202,879
Fuel	\$750,256	\$692,100	-\$58,156
Facilities	\$229,352	\$235,000	\$5,648
Services	\$236,520	\$510,000	\$273,480
All Other	\$1,056,258	\$1,231,000	\$174,742
Capital Replacement	\$145,252	\$145,252	\$0
Total	\$6,508,038	\$7,446,055	\$938,017

**FINANCIAL CONSIDERATIONS**

A budget for the FY25/26 fiscal year is required to operate ESTA's services. The preliminary budget presented at this time is an estimate of the revenues and expenditure now known or anticipated. Further financial and operational information will be developed in the next few months prior to the anticipated final budget to be presented for the Board's consideration at the June 25<sup>th</sup> Board meeting.

**INFORMATION ONLY**

This preliminary budget is presented for the Board's information, in compliance with the ESTA Joint Powers Agreement, and to receive any desired input from the Board as the FY25/26 budget is finalized.



# Operator's STA Qualifying Criteria (99314.6) - Worksheet

FY 2025/26

FISCAL YEAR (Audited Data)	FY 2020/21	FY 2021/22	FY 2022/2023	FY 2023/2024
A. Operating Cost	\$5,118,141	\$4,762,338	\$6,818,502	\$7,637,675
B. Operating Cost Exclusions: (Depreciation already excluded)	\$472,053.00	\$376,563	\$212,013	\$352,700
C. Adjusted Operating Cost (A-B)	\$4,646,088	\$4,385,775	\$6,606,489	\$7,284,975
D. Revenue Vehicle Hours (RVH)	49,069	52,095	50,284	56,890
E. RVH Exclusions: (add sheets if required)				
F. Adjusted RHH (D-E)	49,069	52,095	50,284	56,890
G. Operating Cost per RVH (C/F)	\$94.68	\$84.19	\$131.38	\$128.05
I. Operating Cost per RVH	\$94.68	\$84.19	\$131.38	\$128.05
	W	X	Y	Z
H. % Change in CPI				3.45%
% Change in CPI 3 prior years (change in annual CPI between first year of first fiscal year and last year of last fiscal year)	5.55%			

## Efficiency Standard 1:

Z must be less than or equal to (Y)\*(CPI%) [CPI% = average percentage change in the CPI%]

Z =	\$128.05	Difference:	-\$7.86	<= must be negative to qualify
Y =	\$131.38	Percentage:	-5.79%	<= must be negative to qualify
[Y + Y * (CPI)] =	\$135.92			

## Efficiency Standard 2:

[(X + Y + Z) / 3] must be less than or equal to [(W + X + Y)/3] (3-year CPI%)

[(X + Y + Z) / 3] =	\$114.54	Difference:	\$5.38	<= must be negative to qualify
[(W + X + Y) / 3] =	\$103.42	Percentage:	4.93%	<= must be negative to qualify
[(W + X + Y) / 3] + [(W + X + Y) / 3]*CPI =	\$109.16			

[https://data.bls.gov/pdq/SurveyOutputServlet?data\\_tool=dropmap&series\\_id=CUUR0400SA0,CUUS0400SA0](https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0400SA0,CUUS0400SA0)

Use average of half-year data for fiscal year

### Enter CPI Data

FY 23-24	329.178		
FY 22-23	318.197		
Change	10.981		
%	3.45%		
21-22	299.252	20-21	279.412
22-23	318.197	21-22	299.252
23-24	329.178	22-23	318.197
Average	315.542	Average	298.953
Change	16.589		
%	5.55%		

### For RTPA Use Only

Operator qualifies under:

Standard 1:	Yes
Standard 2:	No

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

**by and between** \_\_\_\_\_

**TOWN OF MAMMOTH LAKES**

**and**

**EASTERN SIERRA TRANSIT AUTHORITY**

**January 31, 2022**

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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 31st day of January, 2022, 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.

**W I T N E S S E T H**

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: the 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**

This agreement has an initial term of five years. It shall subsequently automatically be extended for additional five-year terms unless either party provides notice to the other at least ninety (90) days in advance of a scheduled extension. The parties will attempt to negotiate any change in terms to this agreement prior to the acceptance of a final budget presented to either the Town Council of the Town of Mammoth Lakes or the ESTA Board of Directors for a given fiscal year, so that the budget may reflect the amended terms.

### **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. Services Funded by TDA and Other Sources. 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. However, those services and those funds are not and will not be governed by this agreement. A portion of the services described in this section will be funded by TDA and sources other than the TOWN. Those services and those funds are likewise not and will not be governed by this agreement. ESTA will establish a process to account for services provided with these funds.
- c. Billing Rates. The billing rates for the services provided pursuant to this agreement are provided in attachment "A". These rates may be adjusted annually prior to the submission of a draft budget to both the Board of Directors of ESTA and the Town Council of the Town of Mammoth Lakes.
- d. Services Funded by This Agreement. Services funded by this agreement shall consist of those specified in Attachment "B." 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. In addition to the

provisions of Section 10 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, or a shortage of available vehicles necessary to operate such services.

- e. 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. All such services will be subject to federal charter regulations and ESTA's charter policy.
- f. Fuel. TOWN shall provide access to fuel for all Town of Mammoth Lakes and ESTA vehicles at the TOWN Corporation Yard, located at 299 Commerce Drive, Mammoth Lakes.
- g. Fares. Fares, if any, for services that are funded in part by Town funds and in part by TDA (e.g. paratransit service) shall be established by mutual agreement of the ESTA Board of Directors and the Town of Mammoth Lakes Council.
- h. Federal and State Requirements: ESTA shall comply with all federal and state laws, regulations and requirements which apply to the services provided hereunder.
- i. Management: ESTA shall at all times be responsible for management of the services provided by it under this agreement.
- j. Drug and Alcohol Testing. ESTA shall provide pre-employment, post-accident, just-cause, and random drug and alcohol testing of its employees in accordance with Federal Transportation Administration regulatory requirements.
- k. 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 access to all Town owned transit vehicles listed in Attachment "D" for use in providing services hereunder. ESTA shall pursue federal and state grant opportunities for vehicle replacement to minimize the fiscal impact on the Town for the purchase of vehicles.
- b. Availability. ESTA shall store all TOWN owned equipment including Town-owned vehicles at the Town Transit Facility, 210 Commerce Drive, Mammoth, CA. 93546.
- c. Alterations. ESTA shall not install equipment or make any alterations to any TOWN-owned equipment or vehicles without prior 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-provided 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.
- g. Dispossession of Equipment. ESTA may dispose of TOWN owned equipment only with the prior written consent of the TOWN. ESTA shall use any proceeds of disposed TOWN owned equipment for replacement of equipment used to serve the transportation needs of the TOWN.

### 3. Maintenance of Equipment

- a. Safety Inspections. TOWN and ESTA are subject to annual inspection by the Motor Carrier Unit of the California Highway Patrol (CHP) annually (Safety Compliance Report CHP-343). ESTA must attain satisfactory rating in the driver records category of this Safety Compliance Report. ESTA must expeditiously correct any deficiencies noted on driver's report. TOWN must attain satisfactory rating regarding all maintenance items. Should TOWN fail to attain a satisfactory rating, ESTA may terminate this agreement should acceptable corrective action not be taken within 30 days or upon re-inspection by CHP whichever comes first.
- b. Interior & Exterior Cleaning and Maintenance. ESTA shall maintain the exterior and interior cleanliness of all vehicles to the highest standards at all times.
- c. Maintenance Rate. ESTA shall pay the TOWN for vehicle maintenance services for vehicles owned by ESTA at the rate set forth in Attachment "D" as it may be amended from time to time.

### 4. Advertising and Logo Program

- a. Advertising. TOWN and ESTA may agree upon policies and procedures for accepting advertising on vehicles used in the provision of services hereunder. If such policies and procedures are adopted, ESTA shall responsible for accepting advertising in compliance with such policies and procedures. All proceeds from advertising shall be used by ESTA to continue transportation services to the TOWN and/or ESTA's entire service area. No third-party advertising shall be accepted until and unless TOWN and ESTA have agreed upon and adopted advertising policies and procedures, which either or both parties may decline to do in their respective sole discretion.
- b. ESTA Logo. Space shall be provided on all vehicles, bus stops, shelters, and other public transit facilities for the standard ESTA logo which is consistent in design and placement with that provided on ESTA-owned vehicles.

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

- a. Personnel and Training. ESTA shall provide sufficient supervisory employees, drivers and dispatching personnel to adequately handle 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 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.

#### 6. Changes to Level of Service

- a. Services. The "services" are those described in Attachment "B". TOWN may increase, decrease, or otherwise change the service as follows:

(1) 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.

(2) Adjustment 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.

(3) 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, except for "very minor changes" as described below. ESTA shall make its best effort to provide staff and of other resource to effectuate such changes. Requests for very minor changes shall be made with one week notice whenever possible. Very minor changes will generally consist of temporary changes in routes, such as changes necessitated by special events, road closures, utility work, or charter services.

(4) 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. 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. 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 monthly invoices 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 ESTA Managed Buses**

ESTA shall have overall responsibility for maintaining all buses that are operated by ESTA for TOWN services, with TOWN's responsibilities being as set forth below. It shall be the responsibility of the TOWN 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 ESTA-managed buses in a timely manner and in compliance with all applicable regulatory requirements. 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 provide to the TOWN 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.

4. Repairs.

The Town shall repair buses, vehicles and equipment under the following terms and conditions:

- a. Necessary Repairs. ESTA may communicate directly with the TOWN's supervising mechanic to request necessary repairs. The Town shall schedule necessary repairs on ESTA's buses, vehicles and equipment in a timely manner, subject to availability of staff, equipment, and parts. 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, subject to the availability of staff, equipment, and parts.
- 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 supervising mechanic, 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 supervising mechanic shall keep ESTA informed of all potential or necessary major repairs of ESTA's buses, vehicles, and equipment. Before commencing any repairs exceeding \$5,000, 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. The TOWN shall respond to calls for road service by sending a mechanic and service truck to aide disabled ESTA-owned vehicles. Decisions in this regard shall be made by the TOWN's Fleet Superintendent.
- h. Charges. For making repairs, TOWN shall charge ESTA for the TOWN's costs, including labor, parts, and fuel as described in Attachment "D". 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.
- 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 within thirty days of receipt.

#### **Section 5: 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 Key Fobs.**

The TOWN shall issue key fobs to ESTA for all of the buses, vehicles and equipment that are authorized to use the TOWN's fueling facilities.

## 2. Ownership and Misuse of Key Fobs.

The TOWN shall retain ownership of all key fobs 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 TOWN's fueling facility and shall provide ESTA with monthly invoices for its fuel consumption. ESTA agrees to pay all invoices within thirty days of receipt. (Fuel for TOWN buses will be paid for directly by the TOWN.) TOWN shall charge ESTA the rates for fuel set forth in Attachment "D", as it may be amended from time to time.

## **Section 6: Use of TOWN buses, vehicles and equipment by ESTA**

Generally, 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 to the extent that all services as described in Attachment "B" are being met and Town owned vehicles are not exclusively used outside of Town. The following terms and conditions shall apply to any such authorized use:

### 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 Public Works Director. ESTA shall compensate the TOWN for this use in accordance with the schedule in Attachment "E".

### 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 7: Administration of Agreement**

ESTA's compliance with this Agreement shall be supervised and administered by TOWN by its Public Works Director

#### **Section 8: 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 9: Notice of Deficiencies**

TOWN's Public Works 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 10: 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 11: 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 by TOWN.

**Section 12: Notice**

All notices shall be made by email, or hand-delivered, addressed as follows:

TOWN: Public Works 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 13: 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 14: 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 15: 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 16: 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 17: Indemnification and Insurance Requirements**

### **For all terms under Sections 3 and 6 of this agreement:**

ESTA hereby agrees to indemnify 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.

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. At any time following the initial five-year term of this Agreement, TOWN may require ESTA to increase the minimum insurance limits set forth below.

#### Minimum Limits of Insurance

ESTA shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Bonding Insurance: coverage for all ESTA employees who collect monetary payments for transit services rendered.

#### Verification of Coverage

ESTA shall furnish the TOWN with original endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the TOWN before work commences. TOWN reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

### **For all terms under Section 4 of this agreement:**

TOWN hereby agrees to indemnify and holds harmless ESTA, 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 to the extent resulting from TOWN's negligence, recklessness or willful misconduct in the performance of its duties and obligations under this agreement.

**For all terms under Sections 5 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.

**Section 18: 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, or subcontract its rights or obligations under this Agreement, or charter TOWN-owned vehicles for the use of third parties without prior written consent from TOWN.

**Section 19: 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 20: Governing Law and Venue**

This Agreement shall be construed and enforced pursuant to the laws of the State of California. The venue for any action to interpret or enforce this Agreement shall be the Mono County Superior Court or the federal courts of the Eastern District of California.

**Section 21: Compliance with Laws**

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

**Section 22: 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.

3. This Agreement may also be terminated at any time upon mutual consent of both parties.

### **Section 23: TOWN's Remedies on Breach and Waiver**

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

ESTA agrees 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 of the performance of any work or services by ESTA shall not be deemed to be a waiver of any term or condition of this Agreement.

### **Section 24: 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 25: 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. 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 the Town Attorney, Town Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to TOWN for inspection in TOWN's offices when such documents are available at ESTA's address indicated for receipt of notices in this Agreement.

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:  1/31/22

Executive Director

**Attachment A:      Billing Rates**

The billing rates for the services provided pursuant to this section are provided below. The Board of Directors of ESTA may adjust these rates annually on July 1 of each year subject to written concurrence by the Town of Mammoth Lakes.

ESTA Managed Vehicles \$ 52.00/hr.

**Attachment B: Services**

Services covered by this agreement shall be as specified in the table below.

<b>Service</b>	<b>Hours</b>
Purple Line	4,015
Town Trolley	10,775
Dial-a-Ride	2,268
Lakes Basin	1,848
Trippers	152
Total	19,058

**Attachment C: Additional Service**

From time to time, ESTA may provide services to TOWN outside the normal operating services. Charges for this extra service shall be charged at the established charter rate per the ESTA Charter Policy.

**Attachment D: Town Vehicles and Maintenance Rates**

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

Trolley #'s 901, 905, 906, 907, 908, 909

Shop Rates shall be reevaluated and updated by TOWN prior to July 1<sup>st</sup> of each fiscal year. The rates effective by the date signed for below shall be.

- Labor: \$108.00 per hour
- Materials and parts: actual cost, without markup
- Fuel: actual fuel cost plus ten cents per gallon

**Attachment E:      ESTA use of Town Vehicles**

Billing rates shall be reevaluated and updated by TOWN prior to the presentation of the draft ESTA budget for that fiscal year.

Until and unless updated by TOWN, the rates shall be:

- Trolley \$ 200.00 per day
- Bus \$ 200.00 per day

## TRANSIT SERVICES AGREEMENT - FIXED ROUTE TRANSIT SERVICE

This Agreement is made as of this 7 day of July, 2012 by and between Mammoth Mountain Ski Area LLC, a Delaware limited liability company (hereinafter referred to as "MMSA"), and the Eastern Sierra Transit Authority, a joint powers agreement authority formed to provide public transportation in Inyo and Mono Counties (hereinafter referred to as "ESTA").

**WHEREAS**, for the past several decades, MMSA has operated a private transit system developed to provide access to and from MMSA facilities, which are largely located on National Forest lands. No-charge public transit throughout the Town of Mammoth Lakes (TOWN) for TOWN residents and visitors has been a valuable by-product of MMSA's transit system. MMSA's privately-funded transit system has provided the backbone of the local transportation system, averaging approximately 18,000 service hours during snow season, with ridership averaging approximately 100,000 riders per month from November through May.

**WHEREAS**, MMSA has expressed to ESTA an interest in having ESTA operate transit services that are currently provided by MMSA; and

**WHEREAS**, ESTA has indicated to MMSA that it is able and willing to operate the transit services heretofore operated by MMSA; and

**WHEREAS**, MMSA and ESTA mutually desire to enter into an agreement to define the terms and conditions of ESTA's operation of transit services previously operated by MMSA.

**NOW THEREFORE**, it is mutually understood and agreed by MMSA and ESTA as follows:

### 1. Commencement and Term of Agreement.

ESTA shall commence service operations on or about November 16, 2012 and shall continue service operations in full force and effect through the cessation of seasonal transit service on or about May 27, 2013, unless earlier terminated as provided in this Agreement.

MMSA and ESTA may mutually agree to extend the Agreement. Negotiations for contract extension shall begin three (3) months prior to the effective termination date of the original Agreement.

### 2. Scope of Work.

ESTA shall perform all work necessary to provide fixed route transit service on four (4) fixed routes as set forth in Exhibit "A" using ESTA owned transit vehicles.

### 3. Modifications to Service.

The parties agree that the transit service may be modified as directed by MMSA, including, but not limited to, adding or deleting transit stops, extending, deleting or adding routes, and expanding or decreasing service hours and/or days. Modifications in the transit service may result in increases or decreases to the service hours operated during the operating season. The parties agree that changes in the number of service hours to be operated of up to plus or minus twenty percent (20%) of the original service hours agreed upon, as identified in Paragraph 15.b below, will be made without change to the vehicle service hour rate set forth in this Agreement. MMSA shall provide at least ten (10) days written notice to

ESTA of any such modification. If the modifications to service are greater or lesser than those provided in this paragraph, MMSA and ESTA shall negotiate an appropriate adjustment to the rate for such hours resulting from the modifications. No adjustment other than to the rate change for such modified hours may be made on account of such modification.

#### **4. Data Collection, Reporting and Operational Meetings.**

ESTA shall collect and report data regarding services rendered and performance. At a minimum, ESTA shall provide to MMSA monthly reporting that details passenger trips, vehicle service hours, vehicle service miles, missed trips, on-time trips, accidents & incidents, and complaints. Modifications to the reporting format and frequencies shall be mutually agreed to by the parties. ESTA and MMSA shall meet at least once per month to review the billing invoice and all aspects of the service.

#### **5. Fare Collection/Record Keeping.**

Passenger fares shall not be charged unless mutually agreed to by the parties. In the event that passenger fares are instituted, ESTA shall be responsible for the collection, counting, recording and monitoring of fares. All such fare revenue shall remain the property of ESTA and shall serve as an offset to the compensation amounts payable MMSA to ESTA.

#### **6. Personnel**

ESTA's personnel positions to perform the Project Work shall be those listed in Exhibit "A". ESTA represents, warrants and agrees that all personnel used for the Project Work shall be under its direct supervision and control and shall be fully qualified and appropriately credentialed. ESTA shall not change the staffing of the Project Work from that set forth in Exhibit "A" without MMSA's prior written consent which may be withheld at its sole discretion.

##### **Drivers:**

- a. All drivers and operational personnel performing transit service work under this Agreement shall be recruited, hired, and trained by ESTA pursuant to the Authority's recruitment and training standards.
- b. Drivers shall be legally licensed to operate a bus in the State of California with a Class B or A License with a Passenger endorsement, and certificate for air brakes.
- c. Drivers shall be listed on the California Department of Motor Vehicles Pull-Notice program with copies of their driving record updated every twelve (12) months, or more frequently.
- d. Drivers shall be trained in defensive driving, inclement weather driving, passenger relations, community information, Mammoth Mountain information, transporting special needs passengers, vehicle handling, and safety.
- e. ESTA shall provide a training program with a minimum of 40 hours of service training for each new driver candidate.

##### **Controlled Substance and Alcohol Testing Program:**

ESTA shall implement a controlled substance and alcohol testing program and policy with its employees. The testing program and procedures shall be in writing and consistent with State and Federal laws and regulations including, but not without limitation to, the Federal Highway Administration (FHWA) regulations



contained at 49 C.F.R. Part 655. The testing program and procedures shall ensure that any employee who tests positive for a controlled substance, has an alcohol concentration in excess of the prescribed in 49 C.F.R. Part 40, or violates any other prohibition contained in the FHWA regulations shall be prohibited from performing services in connection with this Agreement until tested negative for controlled substances and/or alcohol, and being evaluated and released by a Substance Abuse Professional. Upon request, ESTA shall provide MMSA with a written copy of ESTA's Drug and Alcohol Testing Policy and Post Accident Testing Procedures. ESTA shall assume all responsibility for claims by ESTA employees and others in connection with this program and shall indemnify MMSA pursuant to Section (18) herein for all such claims.

#### **7. Nondiscrimination.**

In providing for the performance of the Project Work, ESTA shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age or national origin and shall comply with all applicable laws and ordinances.

ESTA shall take affirmative actions to ensure that applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, or national origin. Affirmative action shall include, but not be limited to, employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **8. Workers' Compensation.**

ESTA shall provide MMSA with proof of workers' compensation insurance covering all ESTA employees providing services in connection with this Agreement. ESTA shall provide MMSA with a Certificate of Insurance setting forth the general provisions of coverage. ESTA shall provide notice of cancellation, material change or termination of each policy to MMSA not less than thirty (30) days prior to such cancellation, change or termination date.

#### **9. Public Liability and Property Damage Insurance**

ESTA shall have and maintain during the life of this Agreement and any extension thereto a general Comprehensive Liability policy, including Contractual Liability, and Automobile Liability policy as shall protect ESTA and MMSA from claims for such damages. Said policy shall name MMSA, its agents, officers, and employees as additional insureds under the policy in the following amounts:

**General Comprehensive Liability** - \$10,000,000 per occurrence for personal injuries, including accidental death, or property damage, with \$20,000,000 aggregate.

**Automobile Liability** - \$10,000,000 per occurrence for personal injuries, including accidental death, or for property damage.

Said policies shall provide that the coverage shall be primary for losses arising out of the ESTA's performance of this Agreement. Neither MMSA nor any of its insurers shall be required to contribute to any such loss.

ESTA shall furnish a certificate of insurance on a form of the Insurance Carrier setting forth the general provisions of the insurance coverage. This certificate shall verify that MMSA, its agents, officers and employees are named as a named insured under the policy. The

Certificate of Insurance shall also provide that the Carrier shall notify MMSA of any material change, cancellation or termination of the coverage at least 30 days in advance by certified mail, return receipt requested, of the effective date of any such material change, cancellation or termination.

#### **10. Vehicles.**

ESTA shall furnish the vehicles listed in Exhibit "A" for the provision of the transit services described in the Exhibit. The primary service vehicles (#801 - #812) shall include an exterior decal (to be limited in size to approximately 150 square inches) identifying MMSA as the entity funding the winter transit service.

#### **11. Maintenance, Repairs, and Cleaning.**

ESTA shall provide and pay all expenses for transit vehicle maintenance, repair and cleaning as necessary for efficient and effective operation of the transit services as described in Exhibit "A". All maintenance and repair of transit vehicles shall meet or exceed the manufacturer's specifications and standards. The standard for cleanliness will be mutually determined by MMSA and ESTA.

#### **12. Inspections.**

All transit vehicles shall be inspected for safety, maintenance, and repair items as set forth in ESTA's Vehicle Maintenance Policy. All transit vehicles must receive regular inspection to insure proper operating condition. Preventative maintenance inspection shall be performed at regular intervals in accordance with the manufacturer's specifications, and ESTA's Policy. A representative sampling of the transit vehicles shall be inspected by the California Highway Patrol at least once every thirteen (13) months and shall receive a satisfactory rating. Any and all expenses associated with obtaining a CHP satisfactory rating shall be at the sole cost of ESTA. ESTA shall provide MMSA with copies of the CHP Terminal Inspection report upon request.

#### **13. License Fees, Taxes, and Permits.**

ESTA shall have the sole obligation to pay any license fees, assessments and taxes, including, but not limited to, use, sales, property or other taxes, plus applicable penalties and interest which may be imposed upon ESTA by any governmental agency as a result of the operation of the equipment that is the subject of this Agreement.

#### **14. Performance Standards**

The parties agree that the ESTA shall attain the following minimum performance standards:

##### **Missed Service-**

At least 99% of all scheduled runs shall be operated

##### **On-Time Performance -**

At least 95% of all scheduled trips shall be operated on time. On time performance shall be defined as departing the first scheduled stop of the route no more than five (5) minutes later than the scheduled time. Routes shall not depart stops prior to the schedule at any time.

##### **Overloads -**

Passengers shall not have to wait more than 150% of the scheduled frequency for any route. For example, the goal would be that passengers would not wait more than 22.5 minutes for a 15 minute frequency route.

**Passenger Complaints –**

Less than 0.075 valid complaints per 1,000 passengers. ESTA shall respond to all complaints within 48 hours of receipt of the complaint. Copies of complaint responses shall be provided to MMSA upon request.

**Customer Surveys –**

ESTA acknowledges that MMSA uses a customer survey system to gauge the quality of services received by the guests and patrons of Mammoth Mountain. The survey scores will be reviewed by MMSA and ESTA on a regular basis and may become the basis of a future performance measure for the transit service.

**15. Compensation.**

- a. For services rendered by ESTA under this Agreement, MMSA shall pay ESTA a fixed monthly sum of Fifty-Seven Thousand One Hundred Sixty-Three Dollars (\$57,093.00) per month for seven (7) months from November through May, plus Fifty-Five Dollars and Thirty-Seven cents (\$55.37) per vehicle service hour. A Vehicle Service Hour is defined as every hour or fraction of an hour that a transit vehicle is operating from the first passenger pickup point to the last passenger delivery point as designated by the route schedules. Travel from the bus garage to and from the route, meal breaks, and storage do not constitute vehicle service.
- b. The estimated number of vehicle service hours for the 2012/13 season is 13,432, as detailed on Exhibit "A". The maximum cumulative payment obligation by MMSA to ESTA for this service level is One Million Two Hundred Two Thousand Three Hundred Forty-One Dollars and Fifty-Six Cents (\$1,143,380.84).
- c. The parties agree that a separate fuel adjustment provision shall be applied to the Vehicle Service Hour rate to accommodate changes in the price of fuel used in the provision of the service. The Vehicle Service Hour rate shall be increased by \$0.30 for every \$0.10 increase in the price of diesel fuel above \$4.50 per gallon. Conversely, the Vehicle Service Hour rate shall be decreased by \$0.30 for every \$0.10 decrease in the price of diesel fuel below \$4.50 per gallon. The \$4.50 per gallon base fuel cost shall be ESTA's total cost per gallon, inclusive of all applicable taxes and fees. The fuel adjustment provision shall be determined and invoiced or credited monthly.
- d. The Vehicle Service Hour rate of \$55.37 per hour shall be charged for all hours operated within a seasonal total range of 10,746 to 16,118, which represents a twenty percent (20%) plus or minus range from the estimated total of 13,432 vehicle service hours for the season.

**16. Compensation Adjustment.**

If the term of the Agreement is extended according to the provisions of Section 1 of this Agreement, the parties shall negotiate an equitable adjustment of the rates of compensation.

**17. Payment.**

ESTA shall invoice MMSA on a monthly basis. A failure of ESTA to invoice MMSA on any given monthly basis does not constitute a waiver on the part of ESTA to receive payment for what would otherwise be due, nor does it eliminate MMSA's obligation to make such

payment. The fixed monthly fee shall be invoiced in advance on the first day of the month beginning November 1, 2012. The vehicle service hours shall be invoiced monthly in arrears. MMSA shall pay ESTA within fifteen (15) days of receipt of invoice.

**18. Indemnification.**

ESTA shall indemnify, defend, and hold harmless MMSA, and its officers, employees, and agents ("indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from ESTA's activities in the performance of the service under this Agreement, excepting only those actions claims, liabilities, obligations, judgments, or damages arising out of the negligence or actions of MMSA indemnitees.

**19. Successors/Assigns.**

This Agreement covers professional service of a specific and unique nature and ESTA shall neither assign any rights nor delegate any duties under this Agreement without MMSA's prior written consent which may be withheld at MMSA's sole discretion. The parties understand and agree that by entering into this Agreement, ESTA shall not necessarily be the sole or exclusive provider of transit service in the Mammoth Lakes area. MMSA may enter into other contracts for bus service during the duration of this Agreement or any extension thereto.

**20. Force Majeure.**

ESTA shall be excused from performing obligations under this Agreement during the time and to the extent that it is prevented from performing by cause beyond its control, including, but not limited to: any incident of fire, flood or strike or any acts of God, commandeering of material, products, plants or facilities by the federal, state or local government; riots, strikes, war, or civil disorder; or unavailability of fuel.

**21. Conflict of Interest**

No officer or employee of MMSA shall have any interest, direct or indirect, in this Agreement or the proceeds thereof during his/her tenure with MMSA or for period of one year thereafter.

**22. Amendments.**

The provisions of this Agreement may not be amended or altered except by a written instrument fully executed by each of the parties hereto. This Agreement embodies the entire understanding between the parties and supersedes any prior written or oral agreements or understandings not incorporated herein.

**23. Authority.**

Each person executing this Agreement on behalf of ESTA hereby represents and warrants (i) his/her authority to do so on behalf of ESTA, and (ii) that such authority has been duly and validly conferred by ESTA's Board of Directors.

**24. No Waiver.**

Either Party's failure to enforce any provision of this Agreement with respect to a default hereunder shall not constitute a waiver of that party's right to enforce any other term or provision of this Agreement. The waiver of either Party of any default under any term or provision of this Agreement shall not be deemed to be a waiver of any other term or provision hereof or any subsequent default, whether of the same or any other term or provision of this Agreement.

**25. Agency/Independent Contractor.**

Except as MMSA may specify in writing, ESTA shall have no authority, express or implied, to act on behalf of MMSA in any capacity whatsoever, as an agent of MMSA. ESTA shall have no authority, express or implied, pursuant to this Agreement to bind MMSA to any obligation whatsoever. ESTA and all of its employees are independent contractors and not employees of MMSA.

**26. Notices.**

Any notice provided for herein shall be given by either personal delivery, or by registered or certified first class United States mail, and shall be deemed received upon two (2) days after mailing. In each case postage shall be prepaid and return receipt shall be requested, addressed as follows:

**ESTA:** John Helm  
Executive Director  
Eastern Sierra Transit Authority  
P.O. Box 1357  
Bishop, CA 93514

**MMSA:** Bill Cockroft  
Senior Vice President  
Mammoth Mountain Ski Area  
P.O. Box 24  
Mammoth Lakes, CA 93546

**27. Termination of Agreement**

- a. MMSA may terminate this Agreement for its convenience at MMSA's sole discretion upon thirty (30) days prior written notice. Notwithstanding the foregoing, the following are bases for MMSA to terminate this Agreement upon ten (10) days written notice:

1. Bankruptcy of ESTA or assignment by it for the benefit of its creditors.
2. Failure or refusal of ESTA to correct a material deficiency or perform a material service specified herein within five (5) working days after the second written warning for the same offense.
3. Failure or refusal of ESTA to comply with applicable Federal, State and local governing laws or code. ESTA is to be particularly aware of the State of California Administrative Code, Title 13, Motor Vehicles, published by State of California, Office of Administrative Procedure, Department of General Services.
4. Failure of ESTA to notify MMSA within twenty-four (24) hours if it has received an Unsatisfactory rating by California Highway Patrol Motor Carrier Safety inspectors for its Mammoth Lakes terminal, or failure of ESTA to provide evidence to MMSA within thirty (30) days of receiving such an Unsatisfactory rating that its maintenance facilities and fleet have been re-inspected and have received a Conditional or Satisfactory rating.

5. Cessation of operations for more than 48 hours without prior MMSA approval unless such cessation is pursuant to Paragraph 20 of this Agreement.
- b. Termination of this Agreement under conditions (1) through (5) above, shall be considered termination for cause, and ESTA may not claim any damages against MMSA for the termination action.
- c. Failure by ESTA to perform any of its obligations hereunder shall not constitute a breach of this Agreement if such failure is caused by the causes defined in Paragraph #20. Notwithstanding the foregoing, if ESTA fails to perform its duties under this Agreement for a period greater than thirty (30) days, MMSA shall have the right to terminate this Agreement upon five (5) days written notice.
- 28. Applicable Law.** The law of the State of California shall apply to the interpretation and enforcement of this Agreement. Pending final resolution of a dispute hereunder, ESTA shall proceed diligently with the performance of this Agreement and in accordance with MMSA's decision.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first written above.

MAMMOTH MOUNTAIN SKI AREA

Signed: 

Print Name: BILL COCKCROFT

Title: SR V.P.

EASTERN SIERRA TRANSIT AUTHORITY

Signed: 

Print Name: JOHN HELM

Title: EXECUTIVE DIRECTOR

APPROVED AS TO FORM:  
Mono County Counsel's Office  
Counsel to the Eastern Sierra Transit Authority

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_



**EXHIBIT A**  
Transit Services Agreement  
Mammoth Mountain Ski Area – Eastern Sierra Transit Authority

**Scope of Work**

ESTA shall operate the Red, Blue, Green and Yellow Lines for the 2012/13 ski season. The estimated service dates and hours are detailed in the following table:

**SERVICE DAYS AND HOURS:**

	Red Line	Blue Line	Green Line	Yellow Line	TOTAL
Opening Day	11/16/2012	11/21/2012	11/21/2012	11/21/2012	
Closing Day	5/27/2013	4/14/2013	4/14/2013	4/14/2013	
Service Days	193	145	145	145	
Base Daily Service Hours	42	10.75	10.25	10.25	73.25 (11/21 – 4/14)
Base Season Service Hours	8,106	1,559	1,486	1,486	12,637
Addl. Svc Hours	784	436	436	0	1,656
Total Svc Hours	8,890	1,995	2,254	1,486	14,293

Each of the four routes shall operate on 15-minute headways. More frequent headway service shall be provided as demand warrants on busy days (weekends, holidays). ESTA shall coordinate with MMSA staff regarding traffic flow patterns and passenger pickup/drop-off locations at each of the MMSA Lodges.

**VEHICLES:**

ESTA shall operate the four fixed route lines identified above using the following vehicles:

- Nine (9) 2012 Eldorado National Axxess 37 passenger buses
- Three (3) 2012 Eldorado National EZ-Rider 37 passenger buses
- Six (6) 2006 Startrans Trolley 33 passenger buses
- One (1) 2008 Bluebird Xcel 33 passenger bus

**OPERATIONS DOMICILE and VEHICLE MAINTENANCE:**

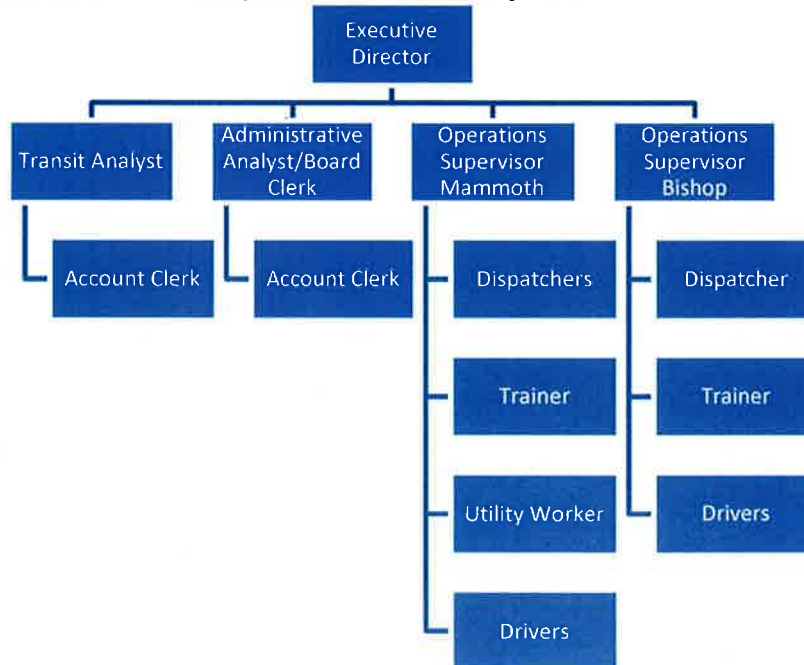
The Operation will be based from the Town of Mammoth Lakes Transportation facility located at 210 Commerce Drive. The vehicles will be parked at this facility and much of the vehicle maintenance will be performed at the facility. Vehicle maintenance will be provided by a variety of maintenance vendors including the Town of Mammoth Lakes and Britt's Diesel. MMSA may be requested to provide vehicle maintenance services on occasion. All such vehicle maintenance services to be provided by MMSA for ESTA will be on an as-requested, as-available basis. MMSA is under no obligation to provide such maintenance services. Any maintenance services provided by MMSA for ESTA shall be invoiced to ESTA on a time, materials, and margin basis.

**FUELING:**

ESTA shall be responsible for all aspects of the fueling of the fleet (operational and the costs of fuel). ESTA expects to fuel the fleet at the Town of Mammoth Lakes fueling terminal on Commerce Drive.

**STAFFING:**

ESTA will provide the fixed route services utilizing the staffing indicated in the organizational chart below. For the MMSA services, ESTA will use an Operations Supervisor dedicated to ESTA's operations in Mammoth Lakes and Mono County. This Supervisor will be supported by Dispatchers who will provide ten (10) hours of dispatch service per day for approximately 140 days per season. ESTA's operational staff (Dispatchers and Supervisor) shall be available to a designated MMSA contact during all operational hours via cell phone and/or 2-way radio.

**MMSA SUPPORT SERVICES:**

It is anticipated that, on occasion, support services in the form of vehicle towing may be requested of MMSA by ESTA. It is agreed that, to the extent possible, MMSA shall respond to ESTA's requests for such towing service. The costs for such towing service shall be invoiced to ESTA at a rate of \$125 per hour.

**RADIO COMMUNICATIONS:**

ESTA shall operate the transportation services using its own VHF radio frequency. ESTA shall grant MMSA permission to program MMSA radios to monitor and to communicate with ESTA using this frequency. Upon request, MMSA shall grant permission to ESTA to install a repeater station on the mountain.

**APPEARANCE AND GROOMING:**

ESTA drivers shall comply with the following dress and grooming standards.

- Exterior garment is to be an ESTA provided uniform (shirt in warm weather, jacket in cold weather)



- Solid color, properly fitting slacks/trousers are required.
- Sensible, functional shoes for the task being performed are required.
- Hair must be clean, combed and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible.
- Sideburns, moustaches, and beards should be neatly trimmed.
- Good personal hygiene must be maintained at all times while on duty.
- Use of perfume or cologne should be minimal.

#### **ADVERTISING:**

ESTA shall have the right to provide advertising space within the buses operating on the Lines which are the subject of this Agreement, under the following terms and conditions:

- With respect to the nine (9) 2012 EIDorado National Axxess 37 passenger buses and the three (3) 2012 EIDorado National EZ-Rider 37 passenger buses, any revenue derived from the sale of advertising space shall be applied to reduce the total Compensation owed by MMSA to ESTA (see Section 15 of the Agreement);
- With respect to all buses operating on the Lines which are the subject of this Agreement, prior to selling or providing advertising space to any entity, ESTA shall first obtain the written agreement of MMSA, which shall not be unreasonably withheld. Without limitation, MMSA shall have the right to refuse the provision or sale of advertising space to entities which directly or indirectly compete with MMSA advertising sponsors. From time to time and upon ESTA's request, MMSA shall provide to ESTA a list of such sponsors.

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev. 12-17) OPI 062

NEW TERMINAL INFORMATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	CA NUMBER 352394	FILE CODE NUMBER 308618	COUNTY CODE 14	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE B	OTHER PROGRAM(S) G	LOCATION CODE 825	SUBAREA 0001

CARRIER LEGAL NAME EASTERN SIERRA TRANSPORTATION AUTH	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (760) 872-1901
--	------------------------------	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

703 Airport Rd. Bishop, CA 93514

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

P O Box 1357 Bishop, CA 93515

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

SAME

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEH BY TYPE I 24 II Mod Limo	DRIVERS 19	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HW VEH.	HW CONT.	PPB/CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Towed
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC				

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) JARETT SHYDKA	DAY TELEPHONE NO. (W/ AREA CODE) (760) 872-1901	NIGHT TELEPHONE NO. (W/ AREA CODE) (808) 482-0967
EMERGENCY CONTACT (NAME) PHIL MOORES	DAY TELEPHONE NO. (W/ AREA CODE) (760) 872-1901	NIGHT TELEPHONE NO. (W/ AREA CODE)

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [ 2023 ]**

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input type="checkbox"/> 50,001 — 100,000	D <input checked="" type="checkbox"/> 100,001 — 500,000	E <input type="checkbox"/> 500,001 — 1,000,000	F <input type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
--	---	--	--	---	---	---	--	--

**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 1891175	<input type="checkbox"/> MC <input type="checkbox"/> MX	REASON FOR INSPECTION BUS ANNUAL	

<b>INSPECTION FINDINGS</b>		<b>INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable</b>									
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM		DRIVER RECORDS		REG. EQUIPMENT		HAZARDOUS MATERIALS		TERMINAL	
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S		1 S 2 S 3 S 4 S		1 S 2 S 3 S 4 S		1 N/A 2 N/A 3 N/A 4 N/A		1 S 2 S 3 S 4 S	
DRIVER RECORDS	1	No. 6 Time 2.5		No. 15 Time 4.0		No. 6 Time 4.5		TIME		TOTAL TIME 11.0	
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted				CONTAINERS/TANKS No. Time		VEHICLES PLACED OUT-OF-SERVICE Vehicles Units			
BRAKES		REMARKS									
LAMPS & SIGNALS											
CONNECTING DEVICES											
STEERING & SUSPENSION											
TIRES & WHEELS											
EQUIPMENT REQUIREMENTS											
CONTAINERS & TANKS											
HAZARDOUS MATERIALS											
INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R	NON-BIT <input type="checkbox"/>	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. <input type="checkbox"/>	INSPECTION DATE(S) 11/13,14,15/2024		TIME IN 12:00		TIME OUT 13:00		
INSPECTED BY (NAME(S)) O. Lugo					ID NUMBER(S) A15949		SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None				

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 12 ), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (909) 806-2414 within 5 business days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 11/15/2024
CARRIER REPRESENTATIVE'S PRINTED NAME JARETT SHYDKA	TITLE SUPERVISOR	DRIVER LICENSE NUMBER STATE

Destroy Previous Editions

Chp343\_1217.pdf

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev. 12-17) OPI 062

*Mammouth Sept - Bishop November*

Page 1 of 8 pages

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 352394	FILE CODE NUMBER 310683	COUNTY CODE 14	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE B	OTHER PROGRAM(S) G	LOCATION CODE 825	SUBAREA 0001

CARRIER LEGAL NAME EASTERN SIERRA TRANSPORTATION AUTH	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (760) 872-1901
--	------------------------------	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

1900 S MAIN ST LONE PINE, CA 93545

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

P O Box 1357 Bishop, CA 93515

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

SAME

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEHs BY TYPE I 2 II Mod Limo	DRIVERS 5	BIT FLEET SIZE
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HW VEH.	HW CONT.	PPB/CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Powered Towed

TERMINALS IDENTIFIED IN SECTION 34515(b) CVC

☐ Yes ☒ No

FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) JARETT CHYTKA	DAY TELEPHONE NO. (W/ AREA CODE) (760) 872-1901	NIGHT TELEPHONE NO. (W/ AREA CODE) (808) 482-0967
EMERGENCY CONTACT (NAME) CARLA WISHLER	DAY TELEPHONE NO. (W/ AREA CODE) (760) 872-1901	NIGHT TELEPHONE NO. (W/ AREA CODE) (760) 614-0030

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [ 2023 ]**

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input checked="" type="checkbox"/> 50,001 — 100,000	D <input type="checkbox"/> 100,001 — 500,000	E <input type="checkbox"/> 500,001 — 1,000,000	F <input type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
--	---	---	---	---	---	---	--	--

**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 1891175	<input type="checkbox"/> MC <input type="checkbox"/> MX	REASON FOR INSPECTION BUS ANNUAL	

<b>INSPECTION FINDINGS</b>		<b>INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable</b>					
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL	
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S	
DRIVER RECORDS		No. 2 Time 0.5	No. 5 Time 1.0	No. 2 Time 1.5	TIME	TOTAL TIME 3.0	
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles Units		
BRAKES		REMARKS					
LAMPS & SIGNALS	1						
CONNECTING DEVICES							
STEERING & SUSPENSION							
TIRES & WHEELS							
EQUIPMENT REQUIREMENTS							
CONTAINERS & TANKS							
HAZARDOUS MATERIALS							
INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R	NON-BIT <input type="checkbox"/>	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL.	INSPECTION DATE(S) 07/29&30/2024	TIME IN 15:30	TIME OUT 19:00
INSPECTED BY (NAME(S)) O. LUGO				ID NUMBER(S) A15949	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None		


**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 8), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (909) 806-2414 within 5 business days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE <i>[Signature]</i>	DATE 07/30/2024
CARRIER REPRESENTATIVE'S PRINTED NAME JARETT CHYTKA	TITLE Operations Supervisor	DRIVER LICENSE NUMBER STATE



**CALIFORNIA HIGHWAY PATROL**

	<b>US DOT #</b> 1891175	<b>Legal:</b> EASTERN SIERRA TRANSIT AUTHORITY <b>Operating (DBA):</b>																						
<b>MC/MX #:</b>		<b>State #:</b> 352394		<b>Federal Tax ID:</b> 36-4605336 (EIN)																				
<b>Review Type:</b> Non-ratable Review - Special Study																								
<b>Scope:</b> Terminal		<b>Location of Review/Audit:</b> Company facility in the U. S.		<b>Territory:</b> A																				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><b>Operation Types</b></td> <td style="width:15%;"><b>Interstate</b></td> <td style="width:15%;"><b>Intrastate</b></td> <td colspan="2"></td> </tr> <tr> <td><b>Carrier:</b></td> <td>N/A</td> <td>Non-HM</td> <td colspan="2"><b>Business:</b> Corporation</td> </tr> <tr> <td><b>Shipper:</b></td> <td>N/A</td> <td>N/A</td> <td colspan="2"><b>Gross Revenue:</b></td> </tr> <tr> <td><b>Cargo Tank:</b></td> <td colspan="2">N/A</td> <td colspan="2">for year ending:</td> </tr> </table>					<b>Operation Types</b>	<b>Interstate</b>	<b>Intrastate</b>			<b>Carrier:</b>	N/A	Non-HM	<b>Business:</b> Corporation		<b>Shipper:</b>	N/A	N/A	<b>Gross Revenue:</b>		<b>Cargo Tank:</b>	N/A		for year ending:	
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<b>Shipper:</b>	N/A	N/A	<b>Gross Revenue:</b>																					
<b>Cargo Tank:</b>	N/A		for year ending:																					
<b>Company Physical Address:</b> 565 AIRPORT ROAD BISHOP, CA 93514																								
<b>Contact Name:</b> <b>Phone numbers:</b> (1) 760- 872-1901      (2) <b>Fax</b> <b>E-Mail Address:</b>																								
<b>Company Mailing Address:</b> 565 AIRPORT ROAD BISHOP, CA 93514																								
<b>Carrier Classification</b> Private Passenger, Business																								
<b>Cargo Classification</b> Passengers																								
<b>Equipment</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>Owned</th> <th>Term Leased</th> <th>Trip Leased</th> <th></th> <th>Owned</th> <th>Term Leased</th> <th>Trip Leased</th> </tr> <tr> <td>Minibus, 16+</td> <td align="center">2</td> <td align="center">0</td> <td align="center">0</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						Owned	Term Leased	Trip Leased		Owned	Term Leased	Trip Leased	Minibus, 16+	2	0	0								
	Owned	Term Leased	Trip Leased		Owned	Term Leased	Trip Leased																	
Minibus, 16+	2	0	0																					
Power units used in the U.S.: 2 Percentage of time used in the U.S.: 100																								
<b>Does carrier transport placardable quantities of HM?</b> No <b>Is an HM Permit required?</b> N/A																								
<b>Driver Information</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:10%;"><b>Inter</b></td> <td style="width:10%;"><b>Intra</b></td> <td style="width:15%;"></td> <td style="width:15%;"><b>Average trip leased drivers/month:</b> 0</td> </tr> <tr> <td><b>&lt; 100 Miles:</b></td> <td></td> <td align="center">5</td> <td></td> <td><b>Total Drivers:</b> 5</td> </tr> <tr> <td><b>&gt;= 100 Miles:</b></td> <td></td> <td></td> <td></td> <td><b>CDL Drivers:</b> 5</td> </tr> </table>						<b>Inter</b>	<b>Intra</b>		<b>Average trip leased drivers/month:</b> 0	<b>&lt; 100 Miles:</b>		5		<b>Total Drivers:</b> 5	<b>&gt;= 100 Miles:</b>				<b>CDL Drivers:</b> 5					
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**EASTERN SIERRA TRANSIT AUTHORITY - Terminal**

U.S. DOT #: 1891175

State #: 352394

Review Date:

07/30/2024

**Part A**

QUESTIONS regarding this report may be directed to the Inland Division  
Motor Carriers Safety Unit at:

847 E Brier Dr  
San Bernardino, CA 92408  
(909) 806-2414

**This TERMINAL REVIEW deals only with safety compliance at this terminal.****Person(s) Interviewed****Name:** JARETT CHYDKA**Title:** OPERATIONS SUPERVISOR**Name:****Title:**



**EASTERN SIERRA TRANSIT AUTHORITY - Terminal**

U.S. DOT #: 1891175

State #: 352394

Review Date:

07/30/2024

### Part B Violations

**Safety Fitness Rating Information:**

Total Miles Operated 52,000  
Recordable Accidents 0

OOS Vehicle (CR): 0

Number of Vehicle Inspected (CR): 2

OOS Vehicle (MCMIS): 0

Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

**This Review is not Rated.**





**EASTERN SIERRA TRANSIT AUTHORITY - Terminal**

U.S. DOT #: 1891175

State #: 352394

Review Date:

07/30/2024

### **Part B Requirements and/or Recommendations**

1. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:  
CALIFORNIA HIGHWAY PATROL  
COMMERCIAL RECORDS UNIT  
P.O. BOX 942898  
SACRAMENTO, CA 94298-0001



**EASTERN SIERRA TRANSIT AUTHORITY - Terminal**

U.S. DOT #: 1891175

State #: 352394

Review Date:

07/30/2024

**Part C****Reason for Review:** Other

BUS ANNUAL

**Planned Action:** Compliance Monitoring**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

**Prior Reviews****Prior Prosecutions****Reason not Rated:** Special Study**Study Code:** CA

7/28/2023

7/28/2022

7/21/2021

**Unsat/Unfit Information****Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?**

No

**Does carrier transport placardable quantities of hazardous materials?****Unsat/Unfit rule:**

Not Applicable

**Corporate Contact:** JARETT CHYDKA**Special Study Information:****Corporate Contact Title:** OPERATIONS SUPERVISOR**Remarks:**

TERMINAL NAME: EASTERN SIERRA TRANSPORTATION AUTHORITY, CA # - 352394

Terminal Address: 1900 Main St. Lone Pine, CA 93545

FCN - 310683

**RATING INFORMATION:**

In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

**MAINTENANCE PROGRAM VIOLATIONS:**

No Violations Noted

**DRIVER RECORDS VIOLATIONS:**

No Violations Noted

**HOURS OF SERVICE VIOLATIONS:**

No Violations Noted

<b>Upload Authorized:</b>	<b>Yes</b>	<b>No</b>
<b>Authorized by:</b>		<b>Date:</b>
<b>Uploaded:</b>	<b>Yes</b>	<b>No</b>
<b>Verified by:</b>		<b>Failure Code:</b>
		<b>Date:</b>





California Highway Patrol  
847 E. Brier Dr.  
San Bernardino, CA 92408  
Phone: (909) 806-2400  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCB1002695  
Inspection Date: 07/29/2024  
Start: 9:11 AM PT End: 9:51 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: EASTERN SIERRA TRANSIT AUTHORITY

**DBA:**

565 AIRPORT ROAD  
BISHOP, CA, 93514

USDOT: 1891175

Phone#: (760)872-1901

MC/MX#:

Fax#: (760)872-0936

State#: 352394

Location: 1900 S MAIN STREET

Highway: LONE PINE

County: INYO

Email: PMOORES@ESTRANSIT.COM

**Driver:**

**License#:**

**State:**

**Date of Birth:**

**CoDriver:**

**License#:**

**State:**

**Date of Birth:**

**Milepost:** 93545 **Shipper:** N/A

**Origin:**

**Destination:**

**Bill of Lading:** N/A

**Cargo:**

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FREIG	2019	CA	1550156	716	1FVACWFC5KHKE5056	26000		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 1/4	1 1/2
Left	1 1/4	1 1/2
Chamber	L-20*	L-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 305786; File Code Number: 310683; Fuel Type: D; Passenger Capacity: 25; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: 0001; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20



**TRUCKERS AGAINST TRAFFICKING**

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to <https://truckersagainstrafficking.org/> to learn more.

Report Prepared By: ID/Badge #:  
O. Lugo A15949

Copy Received By:

X

X



01891175 CA CANCB1002695

California Highway Patrol  
847 E. Brier Dr.  
San Bernardino, CA 92408  
Phone: (909) 806-2400  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCB1002698  
Inspection Date: 07/29/2024  
Start: 1:48 PM PT End: 2:18 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: EASTERN SIERRA TRANSIT AUTHORITY

**DBA:**

565 AIRPORT ROAD

BISHOP, CA, 93514

USDOT: 1891175

MC/MX#:

State#: 352394

Location: 1900 S MAIN STREET

Highway: LONE PINE

County: INYO

Email: PMOORES@ESTRANSIT.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost: 93545 Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2012	CA	1396845	711	1FDAF5GT2CED10444	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify Crash	Violations Discovered
24252(a) CVC/006	S	1	N		N	N Side-marker lamp inoperative--393.9--Specify: Front amber side marker lamp inoperative on both left and right sides, ✓

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

**State Information:**

Odometer: 321599; File Code Number: 310683; Fuel Type: D; Passenger Capacity: 21; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: 0001; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

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Report Prepared By: ID/Badge #:  
O. Lugo A15949

Copy Received By:

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## LTF Allocations

[illegible]

**INYO COUNTY LOCAL TRANSPORTATION COMMISSION  
RESOLUTION No. 2025-04**

**A RESOLUTION APPORTIONING AND ALLOCATING LOCAL  
TRANSPORTATION FUNDS FOR THE FISCAL YEAR 2025-2026**

**WHEREAS**, the Inyo County Local Transportation Commission (ICLTC) is the designated transportation planning agency pursuant to Government Code Section 29535 and by action of the Secretary of Business, Transportation and Housing, and, as such, has the responsibility to apportion and allocate Local Transportation Funds (LTF); and

**WHEREAS**, the Transportation Development Act claimant(s) have submitted claims for FY 2025-2026 TDA funds pursuant to Article 4.5 and Article 8 of the California Public Utilities Code; and

**WHEREAS**, ICLTC has analyzed the claims and determined that the claims conform to the provisions of the Transportation Development Act including the provision of PUC 99275.5.

**WHEREAS**, it is estimated that **\$1,029,149** of ICLTC-administered funds will be available for apportionment and allocation in fiscal year 2024-2025; and

**WHEREAS**, the following disbursements will be made. In accordance with the adopted ICLTC Overall Work Program, **\$102,915** of LTF (app. 10%) has been committed to administration per Section 99233.1, **\$29,131** has been committed to audits and based upon prior action of the ICLTC, and in accordance with Section 99233.3 of the Transportation Development Act, 2% of the remaining LTF, or **\$44,855**, will be “set-aside” for bicycle and pedestrian facilities. The ICLTC has reviewed the pending ESTA proposed Inyo County and City of Bishop transit system budget and allocates the remainder of TDA funds in FY 2024-2025 of **\$852,248** to ESTA under Public Utilities Code Section 99260(a) to ESTA for transit purposes.

**NOW, THEREFORE BE IN RESOLVED** that the Inyo County Local Transportation Commission does hereby apportion and allocate FY 2024-2025 LTF funds as follows:

1. **\$102,915** for LTC administration, Public Utilities Code 99233.1.
2. **\$29,131** for LTC auditing costs, Public Utilities Code 99233.1.
3. **\$44,855** or 2% of remaining LTF moneys for bicycle and pedestrian “set-aside” to be used anywhere in the County and/or City, Public Utilities Code 99233.3

4. **\$852,248** of remaining LTF apportioned and allocated to the Eastern Sierra Transit Authority for operating costs in Inyo County and the City of Bishop, Public Utilities Code Section 99260(a).

**BE IT FURTHER RESOLVED** that this action is taken in conformance with the Inyo County Regional Transportation Plan (RTP) and with the Commission’s earlier action defining current “Unmet Needs” and that are “Reasonable to Meet.”

Passed and adopted this 16<sup>th</sup> day of July 2025, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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Celeste Berg, Chair  
Inyo County Local Transportation Commission

Attest:

---

Amy Cutright Secretary  
Inyo County Local Transportation Commission



Michael Errante  
Executive Director

# INYO COUNTY LOCAL TRANSPORTATION COMMISSION

P.O. DRAWER Q  
INDEPENDENCE, CA 93526  
PHONE: (760) 878-0201  
FAX: (760) 878-2001



## STAFF REPORT

**MEETING:** July 16, 2025

**PREPARED BY:** Justine Kokx, Transportation Planner

**SUBJECT:** Allocation of State Transit Assistance (STA) funds to the Eastern Sierra Transit Authority (ESTA) for operating & capital expenses

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### Recommended Action

Approve Resolution 2025-05 allocating an estimated amount of \$191,664 in FY 2025-2026 STA funds to ESTA for operating and/or capital expenses.

### Background

The State Controller's Office has provided an estimate of STA funds that will be received in FY 2025-2026. The State Controller's Office allocates funds under two sections of the Public Utilities Code. The Inyo County LTC will receive an estimate of \$191,664 under Public Utilities Code (PUC) Section 99313. This amount is based on annual population estimates per PUC Section 99312.7.

### Analysis

The role of the Inyo County LTC is to confirm the information provided by ESTA in the claim forms is correct and that they have complied with the Transportation Development Act (TDA) guidelines. The following findings are made. For the *Claim for TDA Funds* form:

- A. ESTA is eligible to receive Article 4 TDA claim funds in Inyo County as a public transit operator. This was confirmed in the completion of the latest Triennial Performance Audit of ESTA where all five performance indicators were met.
- B. ESTA can use these funds for capital and operating expenses. ESTA met the two-year efficiency standard No. 1 for FY22-23-FY23-24, therefore, none of the STA funds are capital restricted (see the discussion next page - Efficiency Standards). These non-capital restricted funds can also be used as matching funds for Federal Transit Administration grants.

- C. The ESTA claim is in compliance with the Inyo County LTC Regional Transportation Plan. The RTP generally describes the transit services available in Inyo County. The RTP also includes goals and policies generally in support of public transit. ESTA is maintaining their existing services.
- D. ESTA completes an annual fiscal audit of Transportation Development Act funds and provides this information to the Inyo County LTC.
- E. ESTA provides 100% of the public transit services in both the City of Bishop and Inyo County.
- F. The CHP has completed a terminal inspection of the ESTA headquarters within the last 13 months.
- G. ESTA has specified that the funds are being used for purposes set forth in Article 4, Section 99262 of the Transportation Development Act (TDA). This portion of the TDA sets out the general uses for funds claimed under the TDA. The draft ESTA budget for FY 2024-2025 is attached. The ESTA claim form complies with this general requirement. This was demonstrated by the completion of the Triennial Performance Report of ESTA.

The Inyo County LTC *Request for Allocation of TDA funds for transit-related purposes* form repeats some of the above questions and sets forth other requirements. The analysis below will cover those portions of this form not discussed above.

#### **Reasonable Effort**

ESTA has claimed TDA funds from the Inyo County LTC in the past year. As such, the LTC is required to determine if “The above claimant made a reasonable effort to implement recommendations made by the ICLTC.” The Inyo County LTC, in the Unmet Transit Needs hearing process, did not find new proposed transit services that met the definition of an “unmet transit need.” Staff has marked the “Yes” box to indicate that ESTA has made a reasonable effort to implement recommendations made by the Inyo County LTC.

#### **Efficiency Standards Analysis**

ESTA is claiming STA funds this year for operating and/or capital expenditures. To receive funds for operating expenses, ESTA is required to meet the efficiency standards set out by Section 99314.6 of the Public Utilities Code. In FY22-23 and FY23-24, ESTA’s operating cost per service hour increased less than the California Consumer Price Index (CPI) average increase over the same period. Therefore, ESTA’s budget met efficiency standards and will have no restrictions on capital funding. The STA allocation of \$191,664 is available for use on operations, capital expenditures or matching funds for FTA section 5311 grants at ESTA’s discretion.

#### **Scope of Service**

The scope of services provided by ESTA will remain the same.

#### **Proposed Budget**

ESTA has included its preliminary budget for 2025-2026 as part of the TDA claim form.

Attachments: -Resolution No. 2025-05  
-State Controller Estimate of State Transit Assistance funds  
- FY2025-2026 TDA claim form and STA Qualifying Criteria Worksheet



**STATE CONTROLLER'S OFFICE**  
**2025-26 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE SUMMARY**  
**JANUARY 31, 2025**

Regional Entity	PUC 99313		PUC 99314		Total Fiscal Year 2025-26 Estimate
	Funds from RTC Sections		Funds from RTC Sections		
	7102(a)(3), 6051.8(a), and 6201.8(a)		6051.8(b), and 6201.8(b)		
	Fiscal Year 2025-26 Estimate		Fiscal Year 2025-26 Estimate		
	A	B	C	D= (A+B+C)	
Metropolitan Transportation Commission	\$ 42,680,795	\$ 34,455,997	\$ 213,117,399	\$ 290,254,191	
Sacramento Area Council of Governments	11,160,854	9,010,103	6,892,789	27,063,746	
San Diego Association of Governments	5,352,593	4,321,123	2,369,109	12,042,825	
San Diego Metropolitan Transit System	13,157,208	10,621,750	9,754,069	33,533,027	
Tahoe Regional Planning Agency	608,859	491,529	62,847	1,163,235	
Alpine County Transportation Commission	6,631	5,353	897	12,881	
Amador County Transportation Commission	222,780	179,849	14,249	416,878	
Butte County Association of Governments	1,158,180	934,993	113,382	2,206,555	
Calaveras County Local Transportation Commission	252,200	203,600	5,545	461,345	
Colusa County Local Transportation Commission	122,287	98,722	9,836	230,845	
Del Norte County Local Transportation Commission	148,169	119,616	14,280	282,065	
El Dorado County Local Transportation Commission	980,939	791,907	120,814	1,893,660	
Fresno County Council of Governments	5,722,233	4,619,531	1,859,747	12,201,511	
Glenn County Local Transportation Commission	161,617	130,473	8,314	300,404	
Humboldt County Association of Governments	748,581	604,326	228,766	1,581,673	
Imperial County Transportation Commission	1,028,559	830,351	173,370	2,032,280	
Inyo County Local Transportation Commission	106,050	85,614	0	191,664	
Kern Council of Governments	5,119,707	4,133,114	565,107	9,817,928	
Kings County Association of Governments	858,404	692,986	61,820	1,613,210	
Lake County/City Council of Governments	376,827	304,210	34,830	715,867	
Lassen County Local Transportation Commission	158,585	128,025	13,047	299,657	
Los Angeles County Metropolitan Transportation Authority	55,252,625	44,605,175	131,744,476	231,602,276	
Madera County Local Transportation Commission	896,092	723,411	53,170	1,672,673	
Mariposa County Local Transportation Commission	95,420	77,032	5,097	177,549	
Mendocino Council of Governments	503,231	406,256	66,865	976,352	
Merced County Association of Governments	1,615,849	1,304,467	138,525	3,058,841	
Modoc County Local Transportation Commission	47,716	38,521	7,516	93,753	
Mono County Local Transportation Commission	72,333	58,394	197,185	327,912	
Transportation Agency for Monterey County	2,461,227	1,986,937	1,371,075	5,819,239	
Nevada County Local Transportation Commission	563,415	454,842	48,326	1,066,583	
Orange County Transportation Authority	17,720,917	14,306,009	11,505,718	43,532,644	
Placer County Transportation Planning Agency	1,792,747	1,447,276	461,351	3,701,374	
Plumas County Local Transportation Commission	105,965	85,545	29,815	221,325	
Riverside County Transportation Commission	13,736,416	11,089,341	4,048,630	28,874,387	
Council of San Benito County Governments	370,370	298,998	10,569	679,937	
San Bernardino County Transportation Authority	12,268,809	9,904,550	4,695,319	26,868,678	
San Joaquin Council of Governments	4,451,035	3,593,299	1,801,863	9,846,197	
San Luis Obispo Area Council of Governments	1,566,165	1,264,357	195,855	3,026,377	
Santa Barbara County Association of Governments (SBCAG)	2,495,023	2,014,220	1,139,848	5,649,091	
Santa Cruz County Transportation Commission	1,476,757	1,192,179	2,435,676	5,104,612	
Shasta Regional Transportation Agency	1,007,828	813,615	94,805	1,916,248	
Sierra County Local Transportation Commission	17,834	14,398	1,242	33,474	
Siskiyou County Local Transportation Commission	244,141	197,094	18,944	460,179	
Stanislaus Council of Governments	3,086,244	2,491,510	316,841	5,894,595	
Tehama County Transportation Commission	361,681	291,983	13,586	667,250	
Trinity County Transportation Commission	89,509	72,260	5,321	167,090	
Tulare County Association of Governments	2,693,529	2,174,473	510,272	5,378,274	
Tuolumne County Transportation Council	305,996	247,029	14,189	567,214	
Ventura County Transportation Commission	4,633,568	3,740,657	1,369,204	9,743,429	
Subtotals	\$ 220,064,500	\$ 177,657,000			
State Totals		\$ 397,721,500	\$ 397,721,500	\$ 795,443,000	

**STATE CONTROLLER'S OFFICE**  
**2025-26 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**JANUARY 31, 2025**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year
		Fiscal Year 2025-26 Estimate <b>A</b>	Fiscal Year 2025-26 Estimate <b>B</b>	2025-26 Estimate <b>C= (A+B)</b>
<b>Altamont Corridor Express*</b>				
Alameda County Congestion Management Agency	\$ NA	\$ 172,120	\$ 138,952	\$ 311,072
Santa Clara Valley Transportation Authority	NA	99,300	80,164	179,464
San Joaquin Regional Rail Commission	NA	556,081	448,921	1,005,002
Regional Entity Totals	0	827,501	668,037	1,495,538
	0	(827,501)	(668,037)	(1,495,538)
<b>Metropolitan Transportation Commission</b>				
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	78,518,038	63,387,230	141,905,268
Central Contra Costa Transit Authority	12,684,408	490,023	395,593	885,616
City of Dixon	123,850	4,785	3,863	8,648
Eastern Contra Costa Transit Authority	6,132,724	236,919	191,263	428,182
City of Fairfield	2,250,751	86,951	70,195	157,146
Golden Gate Bridge Highway and Transportation District	138,827,667	5,363,178	4,329,667	9,692,845
Livermore-Amador Valley Transit Authority	6,084,421	235,053	189,757	424,810
Marin County Transit District	23,726,064	916,583	739,953	1,656,536
Napa Valley Transportation Authority	1,722,522	66,544	53,721	120,265
Peninsula Corridor Joint Powers Board	144,681,126	5,589,308	4,512,221	10,101,529
City of Petaluma	739,065	28,551	23,049	51,600
City of Rio Vista	39,373	1,521	1,228	2,749
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	1,524,109	1,230,406	2,754,515
San Mateo County Transit District	145,105,738	5,605,712	4,525,464	10,131,176
Santa Clara Valley Transportation Authority	439,800,215	16,990,322	13,716,204	30,706,526
City of Santa Rosa	2,483,478	95,941	77,453	173,394
Solano County Transit	5,290,076	204,366	164,983	369,349
County of Sonoma	3,459,517	133,648	107,893	241,541
Sonoma-Marin Area Rail Transit District	29,993,581	1,158,709	935,420	2,094,129
City of Union City	1,879,467	72,607	58,616	131,223
City of Vacaville	402,817	15,562	12,563	28,125
Western Contra Costa Transit Authority	8,044,931	310,791	250,900	561,691
Regional Entity Subtotals	3,045,389,776	117,649,221	94,977,642	212,626,863
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	172,120	138,952	311,072
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	99,300	80,164	179,464
Regional Entity Totals	3,045,389,776	117,920,641	95,196,758	213,117,399
<b>Sacramento Area Council of Governments</b>				
City of Davis (Unitrans)	2,957,630	114,259	92,241	206,500
County of Sacramento	1,189,071	45,936	37,084	83,020
Sacramento Regional Transit System	88,543,261	3,420,595	2,761,430	6,182,025
Yolo County Transportation District	4,689,895	181,180	146,265	327,445
Yuba Sutter Transit Authority	1,343,449	51,900	41,899	93,799
Regional Entity Totals	98,723,306	3,813,870	3,078,919	6,892,789

\* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

\*\* The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

**STATE CONTROLLER'S OFFICE**  
**2025-26 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**JANUARY 31, 2025**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2025-26 Estimate
		Fiscal Year 2025-26 Estimate <b>A</b>	Fiscal Year 2025-26 Estimate <b>B</b>	<b>C= (A+B)</b>
San Diego Association of Governments North County Transit District	33,932,036	1,310,859	1,058,250	2,369,109
San Diego Metropolitan Transit System San Diego Metropolitan Transit System San Diego Transit Corporation San Diego Trolley, Inc. Regional Entity Totals	33,958,141 62,951,421 42,794,978 139,704,540	1,311,868 2,431,934 1,653,252 5,397,054	1,059,065 1,963,288 1,334,662 4,357,015	2,370,933 4,395,222 2,987,914 9,754,069
Southern California Regional Rail Authority*** Los Angeles County Metropolitan Transportation Authority Orange County Transportation Authority Riverside County Transportation Commission San Bernardino County Transportation Authority Ventura County Transportation Commission Regional Entity Totals	NA NA NA NA NA 0 0	4,586,269 2,014,042 1,024,865 1,034,930 490,471 9,150,577 (9,150,577)	3,702,473 1,625,926 827,368 835,494 395,955 7,387,216 (7,387,216)	8,288,742 3,639,968 1,852,233 1,870,424 886,426 16,537,793 (16,537,793)
Tahoe Regional Planning Agency Tahoe Transportation District	900,147	34,774	28,073	62,847
Alpine County Transportation Commission County of Alpine	12,816	496	401	897
Amador County Transportation Commission Amador Transit	204,076	7,884	6,365	14,249
Butte County Association of Governments Butte Regional Transit City of Gridley - Specialized Service Regional Entity Totals	1,601,714 22,232 1,623,946	61,877 859 62,736	49,953 693 50,646	111,830 1,552 113,382
Calaveras County Local Transportation Commission Calaveras Transit Agency	79,417	3,068	2,477	5,545
Colusa County Local Transportation Commission County of Colusa	140,877	5,442	4,394	9,836
Del Norte County Local Transportation Commission Redwood Coast Transit Authority	204,530	7,901	6,379	14,280
El Dorado County Local Transportation Commission El Dorado County Transit Authority	1,730,379	66,848	53,966	120,814

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

**STATE CONTROLLER'S OFFICE**  
**2025-26 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**JANUARY 31, 2025**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2025-26 Estimate
		Fiscal Year 2025-26 Estimate <b>A</b>	Fiscal Year 2025-26 Estimate <b>B</b>	<b>C= (A+B)</b>
Fresno County Council of Governments				
City of Clovis	1,770,328	68,391	55,212	123,603
City of Fresno	22,991,076	888,189	717,031	1,605,220
Fresno County Rural Transit Agency	1,875,194	72,442	58,482	130,924
Regional Entity Totals	26,636,598	1,029,022	830,725	1,859,747
Glenn County Local Transportation Commission				
County of Glenn Transit Service	119,071	4,600	3,714	8,314
Humboldt County Association of Governments				
City of Arcata	213,054	8,231	6,645	14,876
Humboldt Transit Authority	3,063,481	118,348	95,542	213,890
Regional Entity Totals	3,276,535	126,579	102,187	228,766
Imperial County Transportation Commission				
Imperial County Transportation Commission	2,462,028	95,113	76,784	171,897
Quechan Indian Tribe	21,107	815	658	1,473
Regional Entity Totals	2,483,135	95,928	77,442	173,370
Inyo County Local Transportation Commission	None	None	None	None
Kern Council of Governments				
City of Arvin	62,152	2,401	1,938	4,339
City of California City	25,760	995	803	1,798
City of Delano	279,451	10,796	8,715	19,511
Golden Empire Transit District	5,882,508	227,253	183,460	410,713
County of Kern	1,194,767	46,156	37,262	83,418
City of McFarland	12,106	469	379	848
City of Ridgecrest	159,250	6,152	4,967	11,119
City of Shafter	57,568	2,224	1,795	4,019
City of Taft	360,169	13,914	11,233	25,147
City of Tehachapi	28,252	1,091	881	1,972
City of Wasco	31,839	1,230	993	2,223
Regional Entity Totals	8,093,822	312,681	252,426	565,107
Kings County Association of Governments				
City of Corcoran	122,620	4,737	3,824	8,561
Kings County Area Public Transit Agency	762,823	29,469	23,790	53,259
Regional Entity Totals	885,443	34,206	27,614	61,820
Lake County/City Council of Governments				
Lake Transit Authority	498,852	19,272	15,558	34,830
Lassen County Local Transportation Commission				
Lassen Transit Service Agency	186,872	7,219	5,828	13,047

**STATE CONTROLLER'S OFFICE**  
**2025-26 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**JANUARY 31, 2025**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year
		Fiscal Year 2025-26 Estimate <b>A</b>	Fiscal Year 2025-26 Estimate <b>B</b>	2025-26 Estimate <b>C= (A+B)</b>
Los Angeles County Metropolitan Transportation Authority				
Antelope Valley Transit Authority	20,326,872	785,266	633,941	1,419,207
City of Arcadia	1,607,131	62,087	50,122	112,209
City of Burbank	3,769,842	145,636	117,571	263,207
City of Claremont	456,234	17,625	14,229	31,854
City of Commerce	4,235,696	163,633	132,100	295,733
City of Culver City	15,278,536	590,239	476,497	1,066,736
Foothill Transit	67,815,955	2,619,860	2,115,000	4,734,860
City of Gardena	13,772,242	532,048	429,520	961,568
City of Glendale	8,225,171	317,754	256,521	574,275
City of La Mirada	874,670	33,790	27,279	61,069
Long Beach Public Transportation Company	60,542,189	2,338,860	1,888,151	4,227,011
City of Los Angeles	98,801,791	3,816,902	3,081,366	6,898,268
County of Los Angeles	6,316,927	244,035	197,008	441,043
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	51,468,262	41,550,078	93,018,340
City of Montebello	20,096,742	776,376	626,764	1,403,140
City of Norwalk	9,188,277	354,961	286,558	641,519
City of Pasadena	7,704,457	297,638	240,282	537,920
City of Redondo Beach	2,905,619	112,250	90,619	202,869
City of Santa Clarita	26,010,198	1,004,824	811,189	1,816,013
City of Santa Monica	47,544,183	1,836,723	1,482,777	3,319,500
Southern California Regional Rail Authority***	236,865,779	NA	NA	NA
City of Torrance	20,472,763	790,902	638,491	1,429,393
Regional Entity Subtotals	2,005,084,609	68,309,671	55,146,063	123,455,734
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRRA***	NA	4,586,269	3,702,473	8,288,742
Regional Entity Totals	2,005,084,609	72,895,940	58,848,536	131,744,476
Madera County Local Transportation Commission				
City of Chowchilla	524,476	20,262	16,357	36,619
City of Madera	169,785	6,559	5,295	11,854
County of Madera	67,286	2,599	2,098	4,697
Regional Entity Totals	761,547	29,420	23,750	53,170
Mariposa County Local Transportation Commission				
County of Mariposa	73,004	2,820	2,277	5,097
Mendocino Council of Governments				
Mendocino Transit Authority	957,692	36,997	29,868	66,865
Merced County Association of Governments				
Transit Joint Powers Authority of Merced County	1,025,125	39,603	31,971	71,574
Yosemite Area Regional Transportation System (YARTS)	958,913	37,045	29,906	66,951
Regional Entity Totals	1,984,038	76,648	61,877	138,525

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

**STATE CONTROLLER'S OFFICE**  
**2025-26 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**JANUARY 31, 2025**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2025-26 Estimate
		Fiscal Year 2025-26 Estimate <b>A</b>	Fiscal Year 2025-26 Estimate <b>B</b>	<b>C= (A+B)</b>
Modoc County Local Transportation Commission				
Modoc Transportation Agency	107,653	4,159	3,357	7,516
Mono County Local Transportation Commission				
Eastern Sierra Transit Authority	2,824,223	109,105	88,080	197,185
Transportation Agency for Monterey County				
Monterey-Salinas Transit District	19,637,486	758,634	612,441	1,371,075
Nevada County Local Transportation Commission				
County of Nevada	369,077	14,258	11,511	25,769
City of Truckee	323,083	12,481	10,076	22,557
Regional Entity Totals	692,160	26,739	21,587	48,326
Orange County Transportation Authority				
City of Laguna Beach	1,910,271	73,797	59,576	133,373
Orange County Transportation Authority	110,748,483	4,278,425	3,453,952	7,732,377
Regional Entity Subtotals	112,658,754	4,352,222	3,513,528	7,865,750
Orange County Transportation Authority - Corresponding to SCRRA***	NA	2,014,042	1,625,926	3,639,968
Regional Entity Totals	112,658,754	6,366,264	5,139,454	11,505,718
Placer County Transportation Planning Agency				
City of Auburn	21,830	843	681	1,524
County of Placer	5,410,141	209,004	168,728	377,732
City of Roseville	1,175,827	45,424	36,671	82,095
Regional Entity Totals	6,607,798	255,271	206,080	461,351
Plumas County Local Transportation Commission				
County Service Area 12 - Specialized Service	80,198	3,098	2,501	5,599
County of Plumas	346,829	13,399	10,817	24,216
Regional Entity Totals	427,027	16,497	13,318	29,815
Riverside County Transportation Commission				
City of Banning	208,349	8,049	6,498	14,547
City of Beaumont	318,557	12,306	9,935	22,241
City of Corona	426,555	16,479	13,303	29,782
Palo Verde Valley Transit Agency	175,762	6,790	5,482	12,272
City of Riverside - Specialized Service	493,635	19,070	15,395	34,465
Riverside Transit Agency	18,329,390	708,099	571,645	1,279,744
Sunline Transit Agency	11,506,078	444,502	358,844	803,346
Regional Entity Subtotals	31,458,326	1,215,295	981,102	2,196,397
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	1,024,865	827,368	1,852,233
Regional Entity Totals	31,458,326	2,240,160	1,808,470	4,048,630

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

**STATE CONTROLLER'S OFFICE**  
**2025-26 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**JANUARY 31, 2025**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2025-26 Estimate
		Fiscal Year 2025-26 Estimate <b>A</b>	Fiscal Year 2025-26 Estimate <b>B</b>	<b>C= (A+B)</b>
Council of San Benito County Governments				
San Benito County Local Transportation Authority	151,384	5,848	4,721	10,569
San Bernardino County Transportation Authority				
Morongo Basin Transit Authority	1,027,787	39,705	32,054	71,759
Mountain Area Regional Transit Authority	564,732	21,817	17,612	39,429
City of Needles	58,190	2,248	1,815	4,063
Omnitrans	34,279,207	1,324,271	1,069,078	2,393,349
Victor Valley Transit Authority	4,530,204	175,010	141,285	316,295
Regional Entity Subtotals	40,460,120	1,563,051	1,261,844	2,824,895
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	1,034,930	835,494	1,870,424
Regional Entity Totals	40,460,120	2,597,981	2,097,338	4,695,319
San Joaquin Council of Governments				
Altamont Corridor Express *	21,420,132	NA	NA	NA
City of Escalon	51,911	2,005	1,619	3,624
City of Lodi	887,825	34,298	27,689	61,987
City of Manteca	77,826	3,007	2,427	5,434
City of Ripon	44,345	1,713	1,383	3,096
San Joaquin Regional Transit District	10,156,807	392,377	316,764	709,141
City of Tracy	194,489	7,513	6,066	13,579
Regional Entity Subtotals	32,833,335	440,913	355,948	796,861
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	556,081	448,921	1,005,002
Regional Entity Totals	32,833,335	996,994	804,869	1,801,863
San Luis Obispo Area Council of Governments				
City of Atascadero	37,783	1,460	1,178	2,638
City of Morro Bay	42,401	1,638	1,322	2,960
San Luis Obispo Regional Transit Authority	1,903,882	73,551	59,377	132,928
City of San Luis Obispo Transit	821,105	31,721	25,608	57,329
Regional Entity Totals	2,805,171	108,370	87,485	195,855
Santa Barbara County Association of Governments (SBCAG)				
City of Guadalupe	69,525	2,686	2,168	4,854
City of Lompoc	136,501	5,273	4,257	9,530
County of Santa Barbara	0	0	0	0
Santa Barbara County Association of Governments (SBCAG)	1,620,453	62,601	50,538	113,139
Santa Barbara Metropolitan Transit District	13,488,703	521,094	420,677	941,771
City of Santa Maria	906,214	35,009	28,262	63,271
City of Solvang	104,313	4,030	3,253	7,283
Regional Entity Totals	16,325,709	630,693	509,155	1,139,848

\* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

**STATE CONTROLLER'S OFFICE**  
**2025-26 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**JANUARY 31, 2025**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2025-26 Estimate	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2025-26 Estimate	Total Fiscal Year 2025-26 Estimate
		A	B	C= (A+B)
Santa Cruz County Transportation Commission Santa Cruz Metropolitan Transit District	34,885,448	1,347,691	1,087,985	2,435,676
Shasta Regional Transportation Agency Redding Area Bus Authority	1,357,867	52,457	42,348	94,805
Sierra County Local Transportation Commission County of Sierra - Specialized Service	17,768	687	555	1,242
Siskiyou County Local Transportation Commission County of Siskiyou	271,330	10,482	8,462	18,944
Stanislaus Council of Governments Stanislaus Regional Transit Authority	4,244,345	163,967	132,370	296,337
City of Turlock	293,666	11,345	9,159	20,504
Regional Entity Totals	4,538,011	175,312	141,529	316,841
Tehama County Transportation Commission County of Tehama	194,589	7,517	6,069	13,586
Trinity County Transportation Commission County of Trinity	76,212	2,944	2,377	5,321
Tulare County Association of Governments City of Porterville	846,792	32,713	26,409	59,122
City of Tulare	589,094	22,758	18,372	41,130
County of Tulare	1,191,032	46,012	37,145	83,157
Tulare County Regional Transit Agency	290,035	11,205	9,045	20,250
City of Visalia	4,391,535	169,653	136,960	306,613
Regional Entity Totals	7,308,488	282,341	227,931	510,272
Tuolumne County Transportation Council Tuolumne County Transit Agency	203,234	7,851	6,338	14,189
Ventura County Transportation Commission City of Camarillo	751,079	29,016	23,424	52,440
Gold Coast Transit District	4,272,461	165,053	133,247	298,300
City of Moorpark	299,991	11,589	9,356	20,945
City of Simi Valley	1,167,392	45,099	36,408	81,507
City of Thousand Oaks	423,749	16,370	13,216	29,586
Regional Entity Subtotals	6,914,672	267,127	215,651	482,778
Ventura County Transportation Commission - Corresponding to SCRRRA***	NA	490,471	395,955	886,426
Regional Entity Totals	6,914,672	757,598	611,606	1,369,204
STATE TOTALS	\$ 5,696,443,829	\$ 220,064,500	\$ 177,657,000	\$ 397,721,500

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.



**INYO COUNTY LOCAL TRANSPORTATION COMMISSION  
RESOLUTION No. 2025-05**

**A RESOLUTION ALLOCATING \$191,664 OF  
STATE TRANSIT ASSISTANCE FUNDS RECEIVED BY THE INYO  
COUNTY LOCAL TRANSPORTATION COMMISSION TO  
EASTERN SIERRA TRANSIT AUTHORITY TO BE USED FOR  
OPERATING AND CAPITAL EXPENDITURES**

**WHEREAS**, in accordance with the Transportation Development Act, and pursuant to Section 99312.7 of the Public Utilities Code (PUC), and in accordance with the Inyo County Local Transportation Commission (ICLTC) Organization and Procedures Manual, the ICLTC shall make allocations from the State Transit Assistance Fund for the purposes of Section 99313 of the PUC in accordance with the following priorities:

**WHEREAS**, Section 99313 allocations are based on the latest available annual population estimates from the Department of Finance, and

**WHEREAS**, Inyo County's portion of the State Transit Assistance (STA) Fund, Section PUC 99313 for FY 2025/2026 is estimated to be \$191,664, and

**WHEREAS**, the Eastern Sierra Transit Authority is a valid STA claimant under PUC Section 99313, and

**WHEREAS**, under section 99314.6 ESTA's operating costs did not exceed Efficiency Standard 1 therefore, none of the STA funds shall be capital restricted, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Inyo County Local Transportation Commission does hereby allocate all (estimated to be \$191,664) of its State Transit Assistance Fund from FY 2025/2026, and all interest earned on these funds, for use by Eastern Sierra Transit Authority for operating and capital expenditures of the transit system, and

**BE IT FURTHER RESOLVED** that this allocation of funds is in conformity with the 2023 Inyo County Regional Transportation Plan.

Passed and adopted this 16th day of July 2025, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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Celeste Berg, Chair  
Inyo County Local Transportation Commission

Attest:

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Secretary  
Inyo County Local Transportation Commission



# INYO COUNTY LOCAL TRANSPORTATION COMMISSION

P.O. DRAWER Q  
INDEPENDENCE, CA 93526  
PHONE: (760) 878-0201  
FAX: (760) 878-2001



Michael Errante  
Executive Director

## STAFF REPORT

**MEETING:** July 16, 2025

**PREPARED BY:** Justine Kokx, Transportation Planner

**SUBJECT:** Regional Surface Transportation Program Federal Exchange  
Program for FY 2024/2025

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### **Recommended Action**

Approve Resolution No. 2025-07 which memorializes the following actions:

1. The FY 2024/2025 Federal Apportionment Exchange Program and State Match Program Agreement, Agreement No. X24-6134(042) with the California Department of Transportation in the amount of \$209,529.
2. Allocate the funds to the City of Bishop and Inyo County following Option No. 4.
3. Authorize the Executive Director to sign the Agreement.

### **SUMMARY DISCUSSION:**

Section 182.6 of the Streets and Highways Code allows counties of less than 200,000 people to exchange Regional Surface Transportation Programs (RSTP) Federal funds provided under the federal Surface Transportation Program for unrestricted State Highway Account funds. The State funds are not restricted, whereas the Federal funds are restricted to improvements on roads that have a federal designation (otherwise known as "On-System" Roads). Consequently, the exchange for State funds allows the County and City a greater degree of discretion and flexibility in how the funds are spent on maintenance of County and City roads.

In order to streamline the exchange of funds, Caltrans offers the exchange directly to Regional Transportation Planning Agencies and prepares the Fund Exchange Agreement in advance.

Transportation planning agencies allocate the funds via a variety of ways. Since the funding is specifically related to Federal Aid Routes, some comparable jurisdictions base their RSTP allocations on the relative percentage of Federal Aid Routes. Some

jurisdictions allocate the funds to specific projects. Other jurisdictions calculate the allocation to smaller entities by averaging the Federal Aid Route proportion with the population percentage.

Annually, this agreement is received during the fourth quarter of the fiscal year, and it normally takes between four and six months to complete processing of the agreement and invoice and to receive payment of the RSTP funds. Often, the funds are received during the following fiscal year. If not setting aside the funds for future leveraging purposes, the City and County should budget the 2024/2025 funds for expenditure during the 2025/2026 fiscal year.

### Apportionment to LTC

RSTP funds are allocated by the State based on two formulas set forth under Section 182.6(d)(1) and (d)(2) of the Streets and Highways Code. The 182.6(d)(2) funds are allocated to County Road / Public Works Department in a population adjusted amount not less than 110% of the 1991 apportionment. The additional 182.6(d)(1) funds that we are currently discussing are to be distributed by the Local Transportation Commission.

### LTC Apportionment to City and County

The table below shows several options for the apportionment of the funds to the City and the County. In the last several years the LTC has allocated RSTP funds to the City and County via Option No. 1, a population-based formula. Table 1.

Table 1. Agency	Option 1 Population based			Option 2 Federal Aid lane miles			Option 3 Average
	Population	Percent	Amount	Federal Aid Route miles	Percent	Amount	Average of Previous Two Amounts
	(2020 Census)						
City of Bishop	3,821	20%	\$42,102	5.5	1.51%	\$3,169	\$22,635
Inyo Share	15,195	80%	\$167,427	358.2	98.49%	\$206,360	\$186,894
Total	19,016	100%	\$209,529	363.7	100%	\$209,529	\$209,529

During last fiscal year's RSTP apportionment discussion, your Commission expressed interest in exploring a different option that factors in the impacts of outlying County-resident use of City roads. The table below (Option 4) utilizes a population-based distribution with the greater Bishop area included within the City's population numbers bringing the proportional share of the funds between the County and City to about even.

Table 2. Geographic Area	Option 4-Expanded Bishop population		
	Population	Percent	Amount
	(2020 Census)		
City of Bishop <sup>1</sup>	9,355	49%	\$103,079
Inyo Share	9,661	51%	\$106,450
Total	19,016	100%	\$209,529

Each agency is required by the RSTP Exchange agreement to establish a special account for the purpose of depositing all RSTP Exchange funds in their budget a) for cities within their Special Gas Tax Streets Improvement Fund and b) for counties within their County Road Fund.

**ALTERNATIVES:**

The Commission could use a different allocation formula.

**OTHER AGENCY INVOLVEMENT:**

Caltrans will process the Agreement and make payment of the funds.

Attachments:

- Draft Resolution No. 2025-07
- FY 2024/2025 Federal Apportionment Exchange Program and State Match Program Agreement, No. X24-6134(042)

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<sup>1</sup> Includes populations of Dixon Lane-Meadow Creek, and West Bishop

**INYO COUNTY LOCAL TRANSPORTATION COMMISSION  
RESOLUTION No. 2025-07**

**A RESOLUTION APPORTIONING AND ALLOCATING  
REGIONAL SURFACE TRANSPORTATION PROGRAM FUNDS  
FOR THE FISCAL YEAR 2024-2025**

**WHEREAS**, the Inyo County Local Transportation Commission (ICLTC) is the designated transportation planning agency pursuant to Government Code Sections 29532 and 29535, and by action of the Secretary of Business, Transportation and Housing, and, as such, has the responsibility to allocate Regional Surface Transportation Program funds (RSTP); and

**WHEREAS**, the California Department of Transportation provides the option to the ICLTC to participate in the RSTP Federal Exchange Program for FY 2024-2025; and

**WHEREAS**, the California Department of Transportation has allocated **\$209,529** of RSTP funds to the ICLTC to be allocated to eligible local jurisdictions; and

**WHEREAS**, based on the 2020 census population for Inyo County where 51% of the County resides in unincorporated parts of the County and 49% of the residents reside in the greater Bishop area, the following disbursements will be made, **\$103,079** of RSTP funds will be apportioned to the City of Bishop and **\$106,450** will be apportioned to the County of Inyo.

**NOW, THEREFORE BE IN RESOLVED** that the Inyo County Local Transportation Commission approves the following:

1. The FY 2024-2025 RSTP Federal Exchange Program and State Match Program Agreement, No. X24-6134(042) with the California Department of Transportation in the amount of **\$209,529**.
2. **\$106,450** of RSTP funds are allocated to the County of Inyo and **\$103,079** are allocated to the City of Bishop.
3. The Executive Director is authorized to execute this agreement.

Passed and adopted this 16th day of July 2025, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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Celeste Berg, Chair

Inyo County Local Transportation Commission

Attest:

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Amy Cutright, Secretary, ICLTC

FEDERAL APPORTIONMENT EXCHANGE PROGRAM  
CALIFORNIA DEPARTMENT OF TRANSPORTATION  
REGIONAL TRANSPORTATION PLANNING AGENCY

District: 09  
Agency: Inyo County Transportation Commission

Agreement No. X25-6134(042)  
AMS Adv ID:0925000071

THIS AGREEMENT is made on \_\_\_\_\_, by Inyo County Transportation Commission, a Regional Transportation Planning Agency (RTPA) designated under Section 29532 of the California Government Code, and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, RTPA desires to assign RTPA's portion of federal apportionments made available to STATE for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code (Regional Surface Transportation Program/Regional Surface Transportation Block Grant Program [RSTP/RSTBGP] funds) in exchange for nonfederal State Highway Account funds:

NOW, THEREFORE, the parties agree as follows:

1. As authorized by Section 182.6(g) of the Streets and Highways Code, RTPA agrees to assign to STATE the following portion of its estimated annual RSTP/RSTBGP apportionment:

\$209,529.00 for Fiscal Year 2024/2025

The above referenced portion of RTPA's estimated annual RSTP/RSTBGP apportionment is equal to the estimated total RSTP/RSTBGP apportionment less (a) the estimated minimum annual RSTP/RSTBGP apportionment set for the County under Section 182.6(d)(2) of the Streets and Highways Code, (b) any Federal apportionments already obligated for projects not chargeable to said County's annual RSTP/RSTBGP minimum apportionment, and (c) those RSTP/RSTBGP apportionments RTPA has chosen to retain for future obligation.

2. RTPA agrees the exchange for County's estimated annual RSTP/RSTBGP minimum apportionment under Section 182.6(d)(2) of the Streets and Highways Code will be paid by STATE directly to Inyo County.

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For Caltrans Use Only

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I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

*Wendy Ip*

03/05/2025

\$209,529.00

Accounting Officer

| Date

| \$

3. Subject to the availability of STATE funds following the receipt of an RTPA invoice evidencing RTPA's assignment of those estimated RSTP/RSTBGP funds under Section 1 to STATE, STATE agrees to pay to RTPA an amount not to exceed \$209,529.00 of non-federal exchange funds ("Funds") that equals the sum of the estimated RSTP/RSTBGP apportionment assigned to State in Section 1 above.

4. RTPA agrees to allocate all of these Funds only for those projects implemented by cities, counties, and other public transportation agencies as are authorized under Article XIX of the California State Constitution, in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

5. RTPA agrees to provide to STATE annually by each August 1 a list of all local project sponsors allocated Funds in the preceding fiscal year and the amounts allocated to each sponsor.

6. RTPA agrees to require project sponsors receiving those Funds provided under this AGREEMENT to establish a special account for the purpose of depositing therein all payments received from RTPA pursuant to this Agreement: (a) for cities within their Special Gas Tax Street Improvement Fund, (b) for counties, within their County Road Fund, and (c) for all other sponsors, a separate account.

7. RTPA agrees, in the event a project sponsor fails to use Funds received hereunder in accordance with the terms of this AGREEMENT, to require that project sponsor to return those exchange Funds to RTPA for credit to the account established under Section 6 above. In the event of any such requirement by STATE, RTPA shall provide written verification to STATE that the requested corrective action has been taken.

8. STATE reserves the right to reduce the STATE Funds payment required hereunder to offset such additional obligations by the RTPA or any of its sponsoring agencies against any RSTP/RSTBGP federal apportionments as are chargeable to, but not included in, the assignment made under Section 1 above.

#### 9. COST PRINCIPLES

A) RTPA agrees to comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) RTPA will assure that its fund recipients will be obligated to agree that (A) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, Et Seq., shall be used to determine the allowability of individual project cost items and (B) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements To State And Local Governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any fund expenditures for costs for which RTPA has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200 are subject to repayment by RTPA to STATE. Should RTPA fail to reimburse fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the parties, hereto, STATE is authorized to intercept and withhold future payments due RTPA and STATE or any third-party source, including but not limited to, the State Treasurer, The State Controller and the CTC. The implementation of the Supercircular will cancel 49 Cfr Part 18.

#### 10. THIRD PARTY CONTRACTING

A) RTPA shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by RTPA as a result of disbursing Funds received pursuant to this AGREEMENT shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with RTPA should be consistent with Local Program Procedures as published by STATE.

#### 11. ACCOUNTING SYSTEM

RTPA, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of RTPA, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

#### 12. RIGHT TO AUDIT

For the purpose of determining compliance with this AGREEMENT and other matters connected with the performance of RTPA's contracts with third parties, RTPA, RTPA's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to RTPA. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.



### 13. TRAVEL AND SUBSISTENCE

Payments to only RTPA for travel and subsistence expenses of RTPA forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules.

If the rates invoiced are in excess of those authorized DPA rates, then RTPA is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA  
Department of Transportation

Inyo County Transportation Commission

By: \_\_\_\_\_  
Office of Project Management Oversight  
Division of Local Assistance

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Table 3 - Calculation of New Programming Targets and Shares - Total Target**  
(\$ in thousands)

County	Net Carryover		2026 STIP Share through 2030-31			
	Unprogrammed Balance	Balance Advanced	Formula Distribution	Add Back Lapses 2023-24 & 2024-25	Net Share (Total Target)	Net Advance
Alameda	0	(8,664)	22,711	0	14,047	0
Alpine	0	(1,511)	652	0	0	(859)
Amador	1,052	0	1,476	76	2,604	0
Butte	0	(492)	4,095	0	3,603	0
Calaveras	0	0	1,726	0	1,726	0
Colusa	2,553	0	1,158	0	3,711	0
Contra Costa	0	0	15,529	0	15,529	0
Del Norte	0	(3,682)	1,060	0	0	(2,622)
El Dorado LTC	0	(20,591)	3,023	0	0	(17,568)
Fresno	0	0	16,661	0	16,661	0
Glenn	90	0	1,212	0	1,302	0
Humboldt	0	(1,258)	4,312	0	3,054	0
Imperial	23,853	0	7,890	0	31,743	0
Inyo	643	0	6,202	0	6,845	0
Kern	6,434	0	22,735	0	29,169	0
Kings	0	(4,129)	3,122	0	0	(1,007)
Lake	5,558	0	1,901	0	7,459	0
Lassen	1,942	0	2,747	0	4,689	0
Los Angeles	0	0	130,550	20,000	150,550	0
Madera	1,931	0	2,970	0	4,901	0
Marin	0	(11,562)	3,990	0	0	(7,572)
Mariposa	2,188	0	1,117	0	3,305	0
Mendocino	0	(5,776)	4,120	0	0	(1,656)
Merced	0	0	5,512	0	5,512	0
Modoc	2,109	0	1,477	0	3,586	0
Mono	817	0	4,635	0	5,452	0
Monterey	0	(2,136)	7,747	14,709	20,320	0
Napa	0	(6,682)	2,595	0	0	(4,087)
Nevada	863	0	2,376	0	3,239	0
Orange	0	(11,786)	41,628	0	29,842	0
Placer TPA	0	(4,449)	6,012	0	1,563	0
Plumas	0	(1,686)	1,653	0	0	(33)
Riverside	0	0	37,345	0	37,345	0
Sacramento	31,371	0	21,538	137	53,046	0
San Benito	0	(11,338)	1,504	0	0	(9,834)
San Bernardino	0	0	42,593	0	42,593	0
San Diego	0	(179,915)	48,148	5,700	0	(126,067)
San Francisco	0	0	11,275	0	11,275	0
San Joaquin	0	0	11,826	0	11,826	0
San Luis Obispo	1,324	0	8,267	0	9,591	0
San Mateo	31,290	0	11,244	5,477	48,011	0
Santa Barbara	770	0	9,364	0	10,134	0
Santa Clara	0	0	26,260	29,702	55,962	0
Santa Cruz	0	0	4,352	0	4,352	0
Shasta	5,049	0	4,735	0	9,784	0
Sierra	1,858	0	816	0	2,674	0
Siskiyou	30	0	3,323	0	3,353	0
Solano	0	(10,654)	6,946	0	0	(3,708)
Sonoma	34	0	7,977	0	8,011	0
Stanislaus	1,563	0	8,339	0	9,902	0
Sutter	2,200	0	1,890	0	4,090	0
Tahoe RPA	1,044	0	1,025	0	2,069	0
Tehama	5,701	0	2,413	0	8,114	0
Trinity	2,740	0	1,748	2,700	7,188	0
Tulare	0	(9,247)	10,463	0	1,216	0
Tuolumne	2,726	0	1,910	0	4,636	0
Ventura	101,847	0	13,611	0	115,458	0
Yolo	0	(3,528)	4,024	2,656	3,152	0
Yuba	15,183	0	1,522	0	16,705	0
Statewide Regional	254,763	(299,086)	639,052	81,157	850,899	(175,013)
Interregional	0	(78,966)	213,018	62,037	196,089	0
TOTAL	254,763	(378,052)	852,070	143,194	1,046,988	(175,013)
Statewide SHA Capacity					1,357,246	
Statewide PTA Capacity					(310,258)	
Total					1,046,988	



# INYO COUNTY LOCAL TRANSPORTATION COMMISSION

P.O. DRAWER Q INDEPENDENCE, CA 93526

Michael Errante Executive Director

PHONE: (760) 878-0201

FAX: (760) 878-2001



## STAFF REPORT

**MEETING:** July 16, 2025

**PREPARED BY:** Justine Kokx, Transportation Planner

**SUBJECT:** South Barlow Lane Path Rehabilitation Carbon Reduction Program (CRP) Project

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### Recommended Action

No Action is required

### Background

The Carbon Reduction Program (CRP) was established under the Bipartisan Infrastructure Law (BIL), also known as the Infrastructure Investment and Jobs Act (IIJA), to address the pressing issue of greenhouse gas emissions from the transportation sector. This federal program provides a five-year dedicated funding source to state and local agencies across the nation to help reduce CO<sub>2</sub> emissions by improving multimodal travel options and supporting low- and zero-emission vehicles and infrastructure. California's share is approximately \$550 million over five years, with 65% allocated directly to local agencies - including rural counties like Inyo - and the remaining 35% managed by Caltrans for larger, statewide initiatives. CRP investments can support a broad range of projects that enhance sustainability and safety, such as installing electric vehicle (EV) chargers, expanding bicycle and pedestrian networks, and upgrading public transit fleets to clean-energy buses.

Since its first funding cycle in 2022, the CRP has provided rural counties with modest but recurring financial support through 2026 to advance emissions-reduction strategies at the local level. For a rural county such as Inyo, the CRP funding is very limited, but annual amounts can be pooled together to fund a small but meaningful project.

Inyo County has received annual CRP allocations starting with \$34,037 in Cycle 1 (2022) and increasing slightly to \$34,760 by Cycle 4 (2025) amounting to a total of \$137,593 over four years. A final round of funding will occur in 2026.

**Timeline & Milestones**

<b>Federal Fiscal Year</b>	<b>Obligation (E76) Deadline</b>	<b>Expenditure Deadline</b>
2022 \$34,037	9/30/2025	9/30/2030
2023 \$34,717	9/30/2026	9/30/2031
2024 \$34,079	9/30/2027	9/30/2032
2025 \$34,760	9/30/2028	9/30/2033
2026	9/30/2029	9/30/2034

*(Inyo County must carefully plan project obligations and expenditures to avoid losing CRP funds.)*

**Eligible Projects**

CRP projects must align with at least one of the “Three Pillars” of the California Carbon Reduction Strategy (CRS) finalized in 2023, which are 1. zero-emission vehicles and infrastructure, 2. active transportation and micromobility, and 3. rail and transit.

Examples of eligible types of projects include:

- Bus Rapid Transit corridors
- Micro-mobility
- Biking facilities
- On and off-road trail facilities for pedestrians and bicyclists
- EV Infrastructure support for freight & cars
- Alternative fuel vehicle deployment

**Inyo County CRP Project: South Barlow Multi-Use Path Rehabilitation**

Due to the small amount of total funding available (\$137,593) and the need to quickly obligate the 2022 Cycle 1 funding, the South Barlow multi-use path was chosen as an ideal rehabilitation project that aligns well with CRS pillars and CRP objectives to reduce greenhouse gas emissions and to improve trail facilities for bicycles and pedestrians. \$94,224 was requested for the rehabilitation of the bicycle pedestrian path on South Barlow Lane from Hwy 168 south for 1/2 mile. The project’s cost estimate includes removal of roots to preserve the pavement. Added benefits include improved safety for pedestrians and cyclists.

**Carbon Reduction Program (CRP)****Project Alignment Confirmation**

## Project Alignment Confirmation Carbon Reduction Strategy (CRS) for CRP Project

**Agency Information**

Local Agency Name: \_\_\_\_\_

County: \_\_\_\_\_ Congressional District(s): \_\_\_\_\_

Caltrans District: \_\_\_\_\_ MPO<sup>1</sup> (RTPA, if no MPO): \_\_\_\_\_Contact<sup>2</sup> Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_ (Office) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_

**Project Information**Project Name: \_\_\_\_\_ Fed-Aid No: \_\_\_\_\_  
(use N/A if unknown)

Location: \_\_\_\_\_

**Scope of Work****CRP Funds Programming**

	2022	2023	2024	2025	2026	2027	Beyond
PE							
RW							
CON							
CE							

**Schedule**

PE	[mm/yyyy]	RW	[mm/yyyy]	CON/CE	[mm/yyyy]
Authorize PE		Authorize RW		Authorize CON	
Beg. Work		Beg. Work		Award	
NEPA Doc.		RW Cert.		Beg CON.	
PS&E Bid Pkg.				FROE	

☐
Requesting "Flex" FTA funding transfer (for transit, transit related, and multi-modal projects)<sup>3</sup><sup>1</sup> For urban area specify MPO; for rural area specify MPO or RTPA. Must have jurisdiction where project is located.<sup>2</sup> Enter the local agency contact to answer any questions regarding this form and proposed project.<sup>3</sup> See [FHWA CRP Guidance Section C, No. 3](#) for more information.

**Carbon Reduction Program (CRP)****Project Alignment Confirmation****Local Agency Certification** ( \_\_\_\_\_ )

I affirm the information in this form is correct and true to the best of my knowledge. I certify this project complies with the Carbon Reduction Program Implementation Guidance, located on the [Director's Office of Sustainability's Carbon Reduction Program \(CRP\) web page](#), and with other guidance, provided on, or linked to, the CRP web page. I understand reimbursable work for project phase of work shall not commence until a Request for Authorization (E76) for the project phase of work has been authorized by FHWA, and we have received the respective E-76 Notice to Proceed.

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

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Distribution: Submit this form to MPO, or Rural RTPA without MPO, per their instructions****MPO, or Rural RTPA without MPO, Use Only****MPO Certification (or RTPA Certification for rural areas without an MPO)**

I affirm the local agency has consulted with us as the MPO or Rural RTPA which represents the area where \_\_\_\_\_ is located. In coordination with the local agency, and after careful review and consideration, we have decided to fund this project with our apportioned CRP funds. We further understand the authority to select which CRP projects to fund, using our CRP designated apportionments, rests solely with the MPO, or RTPA for rural areas without an MPO, and cannot be delegated. We certify we have developed a region-wide, performance-driven project selection process that aligns with the California Transportation Carbon Reduction Strategy and that it was used to select this project for CRP funding. We further affirm the project selection process is documented, in writing, and is available to FHWA and Caltrans upon request. (*\*For local agencies in rural areas where there is no MPO, the RTPA shall serve as the MPO for development of the Regional Carbon Reduction Strategy (CRS) and CRP project selection process.*)

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

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Distribution: Submit this form to HQ Director's Office of Sustainability  
(Carbon.Reduction@dot.ca.gov)**

**Carbon Reduction Program (CRP)**

**Project Alignment Confirmation**

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**Director's Office of Sustainability (HQ) Use Only**

**CRS-CRP Project Alignment Confirmation**

The signature below confirms this CRP project \_\_\_\_\_  
aligns with the California Carbon Reduction Strategy.

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Title: \_\_\_\_\_

**Distribution: MPO (or Rural RTPA without MPO), DLA-HQ Program Coordinator**

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**Inyo Local Transportation Commission**  
**QUARTER 3 PROGRESS REPORT FOR THE 2024-2025 OVERALL WORK PLAN (OWP)**

**Work Element**

**100.1 Compliance and Oversight:**

The principal activity conducted in this work element is the documentation of planning-related activities, and the support and maintenance of services required to implement the transportation planning programs and processes. This includes, preparing agendas, attend monthly meetings, completing minutes and updating the ICLTC website (<https://www.inyocounty.us/services/public-works/inyo-county-local-transportation-commission>). During the 3rd quarter of FY24-25, the Inyo LTC held two regular Commission meetings in January and March. The meetings were conducted in person with a Zoom/virtual option. Staff received and reviewed draft audit reports for the fiscal year 2022-2023. Prepared the Q2 RPA invoice and OWP progress report. Obtained the necessary approvals for a resolution to finalize the Master Fund Transfer Agreement. Secured a contract with Moore & Associates to conduct a Triennial Performance audit of the LTC and ESTA. Held audit kickoff meeting with the auditor.

**Expended Q3 \$13,328.60      Percent completion 75%**

**110.1 Overall Work Program (OWP):**

Staff prepared the FY25-25 Draft OWP and submitted it to Caltrans District staff for review. Presented the Draft to the Local Transportation Commission to solicit their input. Awaiting Caltrans review and comments.

**Expended Q3 \$1,791.13      Percent completion 75%**

**200.1 Regional Transportation Improvement Program (RTIP):**

Monitored the FY24-25 Planning Programming Monitoring (PPM) allocation request (CTC approved January 31, 2025). Continued developing cost estimate effort / Project Study Report for the Old Spanish Trail PA/ED phase.

**Expended Q3 \$503.41      Percent completion 50%**

**300.1 Administer Transit:**

Administered and allocated Local Transportation Funds (LTF) and State Transit Assistance (STA). This is an on-going activity, including the periodic review of transit route performance reports and Transit funding. This element includes monitoring Eastern Sierra Transit Authority (ESTA) as a Transportation Development Act (TDA) claimant. December through February monthly LTF, and quarterly STA and State of Good Repair (SGR) distributions were made according to current year Resolutions.

**Expended Q3 \$11,163.54      Percent completion 75%**

**310.1 Coordinate Transit Services:**

Focused on optimizing the delivery of transportation services by reviewing opportunities to enhance overall transit performance within funding constraints and mindful of public need. Continuous reporting and coordination with the County and ESTA on the SB 125 program,



LTF funding, PTMISEA transit grant, LCTOP and SGR program. Held the first SSTAC advisory meeting on February 12, 2025, and an Unmet Needs public hearing on March 19<sup>th</sup>. Presented initial findings and meeting notes to the Local Transportation Commission during the March 19<sup>th</sup> regular meeting.

**Expended Q3 \$3,683.65      Percent completion 75%**

#### **400.1 Project Development and Monitoring:**

We continually monitor and assist with preliminary development of local projects. Staff have been exploring the potential for future grant submittals. Working with consultants, commissioners and staff to strategically move project ideas closer to a “shovel ready” state. Worked with a consultant to develop a cost estimate for the PA/ED phase of Old Spanish Trail in advance of upcoming grant/funding opportunities (FLAP, RAISE, STIP, RTA). Inyo was awarded an ATP grant to construct a multi-use path and sidewalks in Tecopa. Staff have been planning in advance of official work on this upcoming major project to ensure a smooth transition to the implementation phase, e.g., reviewing sample RFP’s, identifying County requirements for similar projects, communicating with D-9 Local Assistance and California Transportation Commission staff.

**Expended Q3 \$1,792.87      Percent completion 70%**

#### **400.2 Development of Grant Proposals**

Submitted a proposal in February to the current Sustainable Transportation Planning Grant (STPG) cycle. If successful, the Plan will include a 30% design component for the highest priority route(s). Awarded a Highway Safety Improvement Program (HSIP) grant to improve safety on Trona Wildrose Rd through the Slate Range. Prepared and submitted a Rural and Tribal Assistance Program grant to offset costs in the development of the environmental and PS&E phases. Exploring the possibility of applying for Safe Streets 4 All (SS4All) funding to bolster the Local Road Safety Program (LRSP).

**Expended Q3 \$9,678.30      Percent completion 75%**

#### **400.3 Inyo County Electric Vehicle Charging Infrastructure Network Plan (ICEVCINP) – Sustainable Transportation Planning Grant**

**Consultant Procurement:** Conducted the first of two stakeholder engagement meetings and Community workshops (January 30<sup>th</sup>, Stakeholder meeting; February 11, Community workshop). These workshops involved the preparation and presentation of a PowerPoint summarizing existing conditions regarding charging infrastructure throughout the County, existing power supply & capacity, overview of charging types, socioeconomic and demographic information, commute patterns, and walkshed distances between housing types and existing charge locations by community. Participants were encouraged to add comments to an interactive map. Anticipate second Stakeholder and Community engagement meetings to be held in April or May. Made progress on the fleet conversion analysis, preliminary data has been compiled, and a preliminary analysis has been conducted. Consultant completed a draft of the “Existing Conditions” component of the Plan. Infrastructure and siting analyses have begun. A summary of expenses to date by component is provided below.

**Expended Q3 \$65,641      Percent completion 37%**

**500.1 Coordination and Regional Planning:**

Staff regularly attend Rural Counties Task Force (RCTF) and RTPA meetings and Mono County LTC meetings. Participate in monthly collaboration meetings with Caltrans District 9 Planning staff prior to regular LTC meetings. Coordination with the Fort Independence Tribe in their development of a Transportation Plan. Participate with the Eastern Sierra Wildfire Alliance (ESWA) and the first meeting of Lone Pine Fire Safe Council.

**Expended Q3 \$3,901.39      Percent completion 75%**

**510.1 Regional Transportation Plan:**

The Final 2023 Regional Transportation Program (RTP) was adopted on November 29, 2023. The LTC staff are continually assessing the identified priorities of the RTP.

**Expended Q3 \$503.41      Percent completion 75%**

**600.1 Pavement Management System (PMS)/Geographical Information System (GIS):**

Staff continue to conduct pavement management program in-house. Monitored improvements to AI technology (DareeSoft) that is being programmed to capture PCI data in real time. The camera is currently capable of assessing up to 9 of 20 Pavement Condition Index (PCI) distresses. Draft pavement inventory reports have been completed for the County and the City.

**Expended Q3 \$3,307.06      Percent completion 95%**

**700.1 Planning Programming and Monitoring**

Planning, Programming and Monitoring (PPM) represents a second available source of funding and contains many of the same tasks as those in Work Elements 100.1, 200.1, 400.1, 400.2, 500.1 and 600.1. Work in Quarter 3 included monitoring ongoing STIP projects and planning for the upcoming 2025 RTIP. Attended grant workshops to improve awareness of potential future funding opportunities, including the Rural & Tribal Assistance grant program and Safe Streets & Roads For All (SSR4A). Staff have been working to identify potential viable projects for the next STIP/RTIP cycle and have continued the development of ongoing projects. Also identifying possible future projects for upcoming ATP, SSR4A, FLAP and RAISE grant cycles. Staff are monitoring the viability of using AI to assist with the labor-intensive pavement inventory process. DareeSoft reports that their camera can correctly identify 11 of 19 pavement distresses, bringing the camera closer to being useful in the field. Revised the PMP reports for FY2023-2024 and FY2024-2025.

**Expended Q3 \$29,229.67      Percent completion 75%**

Summary of Expenditures:

	Total Q1			Total Q2			Total Q3	% exp To Date
RPA	\$	63,099.13	RPA	\$	90,485.79	RPA	\$ 35,271.12	70%
LTF	\$	20,099.57	LTF	\$	11,485.52	LTF	\$ 14,847.19	48%
SB1	\$	7,939.80	SB1	\$	12,234.00	SB1	\$ 65,007.88	37%
PPM	\$	18,572.57	PPM	\$	14,769.86	PPM	\$ 29,229.67	46%
Total	\$	109,711.07	Total	\$	128,975.18	Total	\$ 144,355.87	

		Non-OWP	RPA	RPA	RPA	RPA	LTF	LTF	RPA	RPA	RPA	SBI (EVCINP)	RPA	RPA	RPA	RPA	RPA	PPM	
Q3 Summary				Amendment	110.1	200.1		310.1		Amendment								700.1	
		100.1	No. 1	100.1	Overall	Regional	300.1	Coordinate	400.1	Local	No.1	400.1	400.2	Grant		500.1	Amendment No.	510.1	Planning,
		Other-Non	Compliance	Compliance &	Work	Trans. Impr.	Administer	Transit	Project	Development	Local Project	Development	Devel'pment	400.3	400.4	Trans. Coordination &	1 500.1	Regional	Programmin
	OWP & Oversight	Oversight	Program	Prog.	Transit	Services							ICEVICNP	Funding	Reg. Plan.	Coordination &	Reg. Plan.	Transporta	g. &
																		600.1	g. &
																		PMS/GIS	Monitoring
Enter Fringe Benefits	Q3	\$ 95,000	\$ 11,194	\$ 10,000	\$ 3,000	\$ 87,169	\$ 10,000	\$ 35,000	\$ 25,000	\$ 25,000	\$ 227,611	\$ 2,000	\$ 10,000	\$ 5,000	\$ 2,000	\$ 48,000	\$ 136,589		
Brandon Bardon	508.32	\$ 74.43	\$ 383.06	\$ -	\$ -	\$ 50.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Katie Carrington	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Breanne Nelums	262.10	\$ 55.39	\$ 154.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.85	\$ 38.57	\$ -	\$ -	\$ -	
Mike Errante	4,074.61	\$ 348.53	\$ 1,688.77	\$ -	\$ 407.46	\$ -	\$ 407.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 139.41	\$ 675.51	\$ 407.46	\$ -	\$ -	
Justine Kokx	36,219.96	\$ -	\$ 14,782.75	\$ 1,791.13	\$ -	\$ 1,399.26	\$ 3,131.49	\$ -	\$ 1,392.50	\$ 6,680.80	\$ 3,495.38	\$ 464.94	\$ -	\$ 2,990.07	\$ -	\$ 91.64	\$ -	\$ -	
Cap Aubrey	959.52	\$ 80.18	\$ 399.58	\$ -	\$ 95.95	\$ -	\$ 95.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32.07	\$ 159.83	\$ 95.95	\$ -	\$ -	
Tina Chinzi	1,234.87	\$ 184.09	\$ 927.29	\$ -	\$ -	\$ 123.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sarah Wilson	222.98	\$ 28.76	\$ 149.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.19	\$ 37.41	\$ -	\$ -	\$ -	
	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Sal & Bens		\$ 771.38	\$ 18,485.36	\$ 1,791.13	\$ 503.41	\$ 1,573.58	\$ 3,634.90	\$ -	\$ 1,392.50	\$ 6,680.80	\$ 3,495.38	\$ 464.94	\$ 192.52	\$ 3,901.39	\$ 503.41	\$ 91.64	\$ -	\$ -	
Enter ADR Totals																			
5024 PERS Unfunded Li	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5025 Retiree Health Be	\$ 12,155.25	\$ -	\$ 675.29	\$ 3,376.46	\$ -	\$ -	\$ 4,051.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,051.75	
5121 Internal Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5123 Tech Refresh	\$ 925.50	\$ -	\$ -	\$ 308.50	\$ -	\$ -	\$ 308.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 308.50	
5124 External Charges	\$ 4,600.92	\$ -	\$ 21.40	\$ 74.42	\$ -	\$ -	\$ 47.07	\$ 48.75	\$ -	\$ 400.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,913.10	\$ 95.82	
5129 Internal Copy Charges	\$ 144.53	\$ -	\$ 24.09	\$ 24.09	\$ -	\$ -	\$ 48.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48.18	
5152 Workers Comp	\$ 843.51	\$ -	\$ 46.86	\$ 234.31	\$ -	\$ -	\$ 281.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 281.17	
5155 Public Liability	\$ 1,554.27	\$ -	\$ 86.35	\$ 431.74	\$ -	\$ -	\$ 518.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 518.09	
5175 Maintenance Fuel	\$ 93.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93.01	\$ -	
5232 Office & Other Equip.	\$ 2,110.82	\$ -	\$ -	\$ 703.61	\$ -	\$ -	\$ 703.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 703.61	
5263 Advertising	\$ 432.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5650 Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5265 Professional Services	\$ 6,103.50	\$ -	\$ -	\$ 3,106.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,997.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5311 General Operating	\$ 1,222.64	\$ -	\$ -	\$ 140.88	\$ -	\$ -	\$ 140.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ 140.88	
5315 County Cost Plan	\$ 9,174.51	\$ -	\$ 509.70	\$ 2,548.48	\$ -	\$ -	\$ 3,058.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,058.17	
5331 Travel Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5539 Other Agency Cor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5700 Construction in Pr	\$ 61,512.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,512.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Quarter Total	\$ -	\$ 2,135.06	\$ 29,433.84	\$ 1,791.13	\$ 503.41	\$ 11,163.54	\$ 3,683.65	\$ -	\$ 1,792.87	\$ 9,678.30	\$ 65,007.88	\$ 464.94	\$ 192.52	\$ 3,901.39	\$ 503.41	\$ 4,897.75	\$ 9,206.16	\$ -	
Year to Date	\$ 11,369.74	\$ 68,976.41	\$ 29,433.84	\$ 5,237.66	\$ 1,542.79	\$ 38,667.71	\$ 7,764.57	\$ 10,640.91	\$ 1,792.87	\$ 24,495.24	\$ 85,181.68	\$ 1,457.27	\$ 16,543.31	\$ 3,901.39	\$ 1,617.97	\$ 49,590.69	\$ 36,197.80	\$ -	
(Under)/Over Budget		\$ (26,023.59)	\$ 18,240.30	\$ (4,762.34)	\$ (1,457.21)	\$ (48,501.29)	\$ (2,235.43)	\$ (24,359.09)	\$ (23,207.13)	\$ (504.76)	\$ (142,429.32)	\$ (542.73)	\$ 6,543.31	\$ (1,098.61)	\$ (382.03)	\$ 1,590.69	\$ (100,391.20)	\$ -	
Q3 total	\$	\$ 2,135.06	\$ 11,193.54	\$ 1,791.13	\$ 503.41	\$ 11,163.54	\$ 3,683.65	\$ -	\$ 1,792.87	\$ 9,678.30	\$ 65,007.88	\$ 464.94	\$ (0.00)	\$ 3,901.39	\$ 503.41	\$ 3,307.06	\$ 29,229.67	\$ -	
Grand Total	\$	\$ 68,976.41	\$ 11,193.54	\$ 5,237.66	\$ 1,542.79	\$ 38,667.71	\$ 7,764.57	\$ 10,640.91	\$ 1,792.87	\$ 24,495.24	\$ 85,181.68	\$ 1,457.27	\$ 10,000.00	\$ 3,901.39	\$ 1,617.97	\$ 48,000.00	\$ 52,813.71	\$ -	
% Complete		73%	100%	52%	51%	44%	78%	30%	7%	98%	37%	73%	100%	78%	81%	100%	39%		

Inyo County Local Transportation Commission  
Overall Work Program-RPA  
**3rd Quarter Report**

Work Element	Work Element Title	% Expended Quarter 3	Scheduled Completion	RPA	Total Expended 3rd Quarter	Total Expended to Date	Balance
100.1	Compliance & Oversight	13%	06/30/25	\$106,194	\$13,328.60	\$80,169.95	\$26,023.59
110.1	Overall Work Program	18%	06/30/25	\$10,000	\$1,791.13	\$5,237.66	\$4,762.34
200.1	RTIP	17%	06/30/25	\$3,000	\$503.41	\$1,542.79	\$1,457.21
400.1	Local Project Development	3%	06/30/25	\$60,000	\$1,792.87	\$12,433.78	\$47,566.22
400.2	Grant Development	39%	06/30/25	\$25,000	\$9,678.30	\$24,495.24	\$504.76
400.4	Trans. Funding	23%	06/30/25	\$2,000	\$464.94	\$1,457.27	\$542.73
500.1	Coord. and Reg. Planning	26%	06/30/25	\$15,000	\$3,901.39	\$13,901.39	\$1,098.61
510.1	RTP	25%	06/30/25	\$2,000	\$503.41	\$1,617.97	\$382.03
600.1	PMS/GIS	7%	06/30/25	\$48,000	\$3,307.06	\$48,000.00	\$0.00
<b>TOTALS</b>				<b>\$271,193.54</b>	<b>\$35,271.12</b>	<b>\$188,856.05</b>	<b>\$82,337.49</b>

Inyo County Local Transportation Commission  
2023-2024 Overall Work Program-RPA/LTF/PPM/SB1

3rd Quarter Report  
0

Work Element	Work Element Title	% Expended Year to Date	Scheduled Completion	RPA	PPM	LTF Transit	SB1-ICEVICNP	Total Expended 3rd Quarter	Total Expended to Date	Balance
100.1	Compliance &	75%	06/30/25	\$106,194				\$13,328.60	\$80,169.95	\$26,023.59
110.1	Overall Work	52%	06/30/25	\$10,000				\$1,791.13	\$5,237.66	\$4,762.34
200.1	RTIP	51%	06/30/25	\$3,000				\$503.41	\$1,542.79	\$1,457.21
300.1	Administer	44%	06/30/25			\$87,169		\$11,163.54	\$38,667.71	\$48,501.29
310.1	Coordinate	78%	06/30/25			\$10,000		\$3,683.65	\$7,764.57	\$2,235.43
400.1	Local Project	21%	06/30/25	\$60,000				\$1,792.87	\$12,433.78	\$47,566.22
400.2	Grant	98%	06/30/25	\$25,000				\$9,678.30	\$24,495.24	\$504.76
400.3	SB1-ICEVICNP	37%	06/30/25				\$227,611	\$65,007.88	\$85,181.68	\$142,429.32
400.4	Trans. Funding	73%	06/30/25	\$2,000				\$464.94	\$1,457.27	\$542.73
500.1	Coord. and	93%	06/30/25	\$15,000.00				\$3,901.39	\$13,901.39	\$1,098.61
510.1	RTP	81%	06/30/25	\$2,000.00				\$503.41	\$1,617.97	\$382.03
600.1	PMS/GIS	100%	06/30/25	\$48,000				\$3,307.06	\$48,000.00	\$0.00
700.1	PPM	39%	06/30/25		\$136,589			\$29,229.67	\$52,813.71	\$83,775.29
<b>TOTALS</b>				<b>\$271,193.54</b>	<b>\$136,589.00</b>	<b>\$97,169.00</b>	<b>\$227,611.00</b>	<b>\$144,355.87</b>	<b>\$373,283.73</b>	<b>\$359,278.81</b>

<b>RPA Budget</b>	\$271,193.54	expended =	188,856.05	remaining =	82,337
<b>PPM Budget</b>	\$136,589	expended =	52,813.71	remaining =	83,775
<b>Transit Budget</b>	\$87,169	expended =	46,432.28	remaining =	50,737
<b>SB1 Budget</b>	\$227,611	expended =	85,181.68	remaining =	142,429
			373,283.73		359,279

Inyo County Local Transportation Commission  
PO Drawer Q, 168 N. Edwards St.  
Independence, CA 93526

DISTRICT Use Only  
Date Received:

AGENCY INVOICE / REQUEST for REIMBURSEMENT (RFR) - STATE

Agency Invoice #: 3 MFTA: 74A1634 Fiscal Year: 2024-2025  
Period of Reimbursement: Start Date: 1/1/2025 End Date: 3/31/2025

I certify that I am a duly authorized representative of the above referenced Regional Transportation Planning Agency (RTPA) and the request for reimbursement is consistent with the terms of the Master Fund Transfer Agreement (MFTA) expiring December 31, 2024, entered into between the RTPA and the State of California, Department of Transportation. The reimbursement request is for eligible work completed in accordance with the above mentioned FY's approved Overall Work Program (OWP). **By signing this RFR, the RTPA certifies that all State and Federal matching requirements have been met.**

LOCAL AGENCY Use Only						
Current Fiscal Year Reimbursement Breakdown. This portion must be completed by local agency to receive reimbursement.						
Funding Source	Minimum Required Match %	State OWP/A Approved Amount	State Reimbursable Amount	Match Amount	State Amount Previously Invoiced	State Balance
RPA	0.00%	\$ 271,193.54	\$ 35,271.12		\$ 153,584.92	\$ 82,337.50
RPA Grant	0.00%					\$ -
SHA	11.47%					\$ -
SB1 Competitive	11.47%	\$ 201,500.00	\$ 75,411.34	\$ 9,770.34	\$ -	\$ 126,088.66
SHA-Climate Adaptation	11.47%					\$ -
Current Invoice Amount			\$ 110,682.46			
Inyo County LTC, Justine Kokx, Senior Transportation Planner LOCAL AGENCY Name & Title (please print)				Signature		6/3/2025 Date

Caltrans DISTRICT Use Only		
I certify that I am duly authorized by the Department of Transportation to approve payment to the RTPA. The RTPA has an approved Overall Work Program and the request for reimbursement is consistent with the Master Fund Transfer Agreement between the State of California, Department of Transportation and the RTPA. This authorization to pay acknowledges receipt of services billed.		
District Name & Title (please print)	Signature	Date

Caltrans HQs Use Only				
Acct Line #	Amount:	Project ID#:	Encumbered Contract #:	R





# Inyo County Local Transportation Commission

TDA Triennial Performance Audit of the  
Inyo County Local Transportation Commission  
(as the RTPA) for FY 2021/22 - FY 2023/24







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## Chapter 1 | Executive Summary

The Triennial Performance Audit of the Inyo County Local Transportation Commission (LTC) covers a three-year period ending June 30, 2024. The California Public Utilities Code requires all Regional Transportation Planning Agencies conduct an independent Triennial Performance Audit in order to be eligible for Transportation Development Act (TDA) funding.

In 2025, the Inyo County Local Transportation Commission selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the single transit operator to which it allocates TDA funding. Moore & Associates, Inc. is a consulting firm specializing in public transportation. Selection of the consultant followed a competitive procurement process.

This chapter summarizes key findings and recommendations developed during the Triennial Performance Audit (TPA) of the LTC's public transit program for the period:

- Fiscal Year 2021/22,
- Fiscal Year 2022/23, and
- Fiscal Year 2023/24.

The auditors conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require the auditors plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our review objectives. Moore & Associates, Inc. believes the evidence obtained provides a reasonable basis for its findings and conclusions.

The review was also conducted in accordance with the processes established by the California Department of Transportation, as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*.

The Triennial Performance Audit includes five elements:

1. Compliance requirements,
2. Follow-up of prior recommendations,
3. Analysis of internal goal setting and strategic planning efforts,
4. Review of the RTPA's functions and activities, and
5. Findings and recommendations.

### Test of Compliance

With three exceptions, the LTC adheres to Transportation Development Act (TDA) regulations in an efficient and effective manner:

1. The LTC did not complete its fiscal audits for FY 2021/22 and FY 2022/23 prior to the June 30 deadline.



2. The LTC's State Controller Report for FY 2023/24 was submitted after the January 31 deadline.
3. The LTC did not certify completion of the ETSA audit to Caltrans upon its completion in 2023.

#### Status of Prior Recommendations

The prior Triennial Performance Audit – completed in 2022 by Moore & Associates, Inc. for the three fiscal years ending June 30, 2021 – included the following recommendations:

1. The LTC must ensure ESAAA completes an annual fiscal audit of its TDA funding, and withhold TDA funding as necessary if the audit is not completed on time.  
**Status:** No longer relevant.
2. Clearly identify both the individual responsible for submitting the State Controller Report as well as the deadline for doing so.  
**Status:** Implemented.
3. Ensure future Triennial Performance Audits are completed prior to the established deadline.  
**Status:** Implemented.
4. Ensure documentation of the submittal of the RTPA's triennial performance audit and certification of the operator's triennial performance audit is maintained and can be provided during the next triennial performance audit.  
**Status:** Partially implemented.
5. The LTC should adopt criteria for the evaluation of claims under Article 4.5.  
**Status:** No longer relevant.
6. The LTC must develop and adopt appropriate performance criteria for the ESAAA, to be evaluated as part of the TDA claims process.  
**Status:** No longer relevant.
7. Update the calculation methodology for the second (average) STA efficiency test and use the smallest percentage if funds must be restricted for capital purposes.  
**Status:** Implemented.
8. Reevaluate the LTC's claims process and forms, including how the provided data is reviewed and eligibility for funding is determined.  
**Status:** Implemented.

#### Goal Setting and Strategic Planning

The primary regional planning document is the Regional Transportation Plan (RTP). The RTP is a long-range (20-year) transportation plan providing a coordinated vision for regional transportation investments. As the RTPA, the Inyo County Local Transportation Commission is required to prepare and adopt an updated RTP every four years. It must be consistent with other planning guidance in the region. The current RTP was adopted on November 29, 2023.



The Inyo County LTC is also responsible for regional planning for a variety of regional transportation-related topics, Regional plans completed during the audit period include the 2023 Inyo County Active Transportation Plan, 2023 Inyo County Economic and Demographic Profile, and 2022 Inyo County Local Road Safety Plan.

### Findings and Recommendations

Based on the current review, we submit the aforementioned TDA compliance findings.

1. The LTC did not complete its fiscal audits for FY 2021/22 and FY 2022/23 prior to the June 30 deadline.
2. The LTC's State Controller Report for FY 2023/24 was submitted after the January 31 deadline.
3. The LTC did not certify completion of the ETSA audit to Caltrans upon its completion in 2023.

We identified no functional findings.

In completing this Triennial Performance Audit, we submit the following recommendations for the LTC as the RTPA. They have been divided into two categories: TDA Program Compliance Recommendations and Functional Recommendations. TDA Program Compliance Recommendations are intended to assist in bringing the agency into compliance with the requirements and standards of the TDA, while Functional Recommendations address issues identified during the Triennial Performance Audit that are not specific to TDA compliance.

Exhibit 1.1 Summary of Audit Recommendations

TDA Compliance Recommendations		Importance	Timeline
1	Work with the County Auditor to ensure the LTC's fiscal audits can be completed by the June 30 deadline.	Medium	FY 2024/25
2	Ensure the RTPA's State Controller Financial Transaction Reports are submitted prior to the stated deadline.	High	FY 2024/25
3	Ensure the LTC certifies the completion of the ETA's Triennial Performance Audit to Caltrans upon its completion.	High	FY 2025/26



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## Chapter 2 | Audit Scope and Methodology

The Triennial Performance Audit (TPA) of the Inyo County Local Transportation Commission covers the three-year period ending June 30, 2024. The California Public Utilities Code requires all Regional Transportation Planning Agencies conduct an independent Triennial Performance Audit in order to be eligible for Transportation Development Act (TDA) funding.

In 2025, the LTC selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the single transit operator to which it allocates funding. Moore & Associates, Inc. is a consulting firm specializing in public transportation. Selection of Moore & Associates, Inc. followed a competitive procurement process.

The Triennial Performance Audit is designed to be an independent and objective evaluation of the LTC as the designated RTPA for Inyo County. Direct benefits of a triennial performance audit include providing RTPA management with information on the economy, efficiency, and effectiveness of their programs across the prior three years; helpful insight for use in future planning; and assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized. Finally, the Triennial Performance Audit fulfills the requirement of PUC 99246(a) that the RTPA designate an independent entity other than itself to conduct a performance audit of its activities as well as those of each operator to whom it allocates TDA funding.

This performance audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit team plans and performs the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for its findings and conclusions based on the audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions.

The audit was also conducted in accordance with the processes established by the California Department of Transportation (Caltrans), as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*, as well as *Government Audit Standards* published by the U.S. Comptroller General.

### Objectives

A Triennial Performance Audit has four primary objectives:

1. Assess compliance with TDA regulations,
2. Review actions taken by the RTPA to implement prior recommendations,
3. Evaluate the efficiency and effectiveness of the RTPA through a review of its functions, and
4. Provide sound, constructive recommendations for improving the efficiency and functionality of the RTPA.



## Scope

The TPA is a systematic review of performance evaluating the efficiency, economy, and effectiveness of the regional transportation planning agency. The audit of the Inyo County Local Transportation Commission included five tasks:

1. Review of compliance with TDA requirements and regulations.
2. Assessment of the implementation status of recommendations included in the prior Triennial Performance Audit.
3. Analysis of the LTC's internal goal setting and strategic planning functions.
4. Examination of the following functions:
  - Administration and Management,
  - Transportation Planning and Regional Coordination,
  - Claimant Relationships and Oversight,
  - Marketing and Transportation Alternatives, and
  - Grant Applications and Management.
5. Recommendations to address opportunities for improvement based on analysis of the information collected and the review of the RTPA's core functions.

## Methodology

The methodology for the Triennial Performance Audit of the LTC as the RTPA included thorough review of documents relevant to the scope of the review, as well as information contained on the LTC's website. The documents reviewed included the following (spanning the full three-year period):

- Triennial Performance Audit reports for the prior review period;
- Annual budgets;
- Audited financial statements;
- State Controller Reports;
- Agency organizational chart;
- Board meeting minutes and agendas;
- Policies and procedures manuals;
- Regional planning documents;
- Overall work plans;
- Article 8 Unmet Transit Needs documentation;
- TDA claims manual; and
- TDA and transit funding allocations to operators.

The methodology for this audit included a virtual site visit with LTC representatives on April 9, 2025. The audit team met with Mike Errante (LTC Executive Director), Justine Kokx (LTC Transportation Planner), and Phil Moores (ESTA Executive Director), and reviewed materials germane to the triennial audit.



The report is comprised of seven chapters divided into three sections:

1. Executive Summary: A summary of the key findings and recommendations developed during the Triennial Performance Audit process.
2. TPA Scope and Methodology: Methodology of the audit and pertinent background information.
3. TPA Results: In-depth discussion of findings surrounding each of the subsequent elements of the audit:
  - Compliance with statutory and regulatory requirements,
  - Progress in implementing prior recommendations,
  - Goal setting and strategic planning,
  - Functional review, and
  - Findings and recommendations.



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## Chapter 3 | Overview of the Inyo County LTC

The Inyo County Local Transportation Commission (LTC) is the regional transportation planning agency for Inyo County. The Inyo County Local Transportation Commission was created in 1972.

### Roles and Responsibilities

As the Regional Transportation Planning Agency (RTPA) for Inyo County, the LTC is responsible for developing regional transportation planning and programming documents. Specific planning and programming responsibilities include:

- Administration of Transportation Development Act (TDA) funds,
- Development and implementation of the Inyo County Regional Transportation Plan (RTP),
- Preparation and implementation of the annual Overall Work Program (OWP),
- Preparation of the Regional Transportation Improvement Program (RTIP),
- Review and comment on the State Transportation Improvement Program (STIP), and
- Review and prioritization of grant applications for various funding programs.

### Inyo County LTC Board of Commissioners

The Inyo County Local Transportation Commission (LTC) is a six-member commission that serves as the Regional Transportation Planning Agency (RTPA) for Inyo County. The LTC is comprised of two members each from the Inyo County Board of Supervisors and the Bishop City Council, while the remaining two seats are Board- and Council-appointed at-large representatives. The Inyo County Public Works Director serves as the Executive Director of the LTC.

The LTC meets on the third Wednesday of each month at 8:00 a.m., with a public comment period scheduled during the meeting. Meetings are held at the City of Bishop Council Chambers (301 W. Line St., Bishop) except for the meetings convened in the first month of each quarter (January, April, July and October), which are held in Independence (224 N. Edwards St., Independence) or another location in a southerly community in the County. The Chairperson of the LTC confirms the designated meeting date and location of each LTC meeting.

During the audit period, the following individuals served as voting members of the Inyo County Local Transportation Commission:

- Celeste Berg, City of Bishop (2021 – 2024)
- Doug Thompson, County of Inyo (2021 – 2023)
- Scott Marcellin, County of Inyo (2023 – 2024)
- Jennifer Roeser, County of Inyo (2021 – 2024)
- Stephen Muchovej, City of Bishop (2021 – 2024)
- Jose Garcia, City of Bishop (2021 – 2024)
- Rick Pucci, County of Inyo (2021 – 2022)

The LTC does not have any committees with the exception of a social services transportation advisory council (SSTAC). The SSTAC is an advisory committee to the LTC addressing all transportation issues,

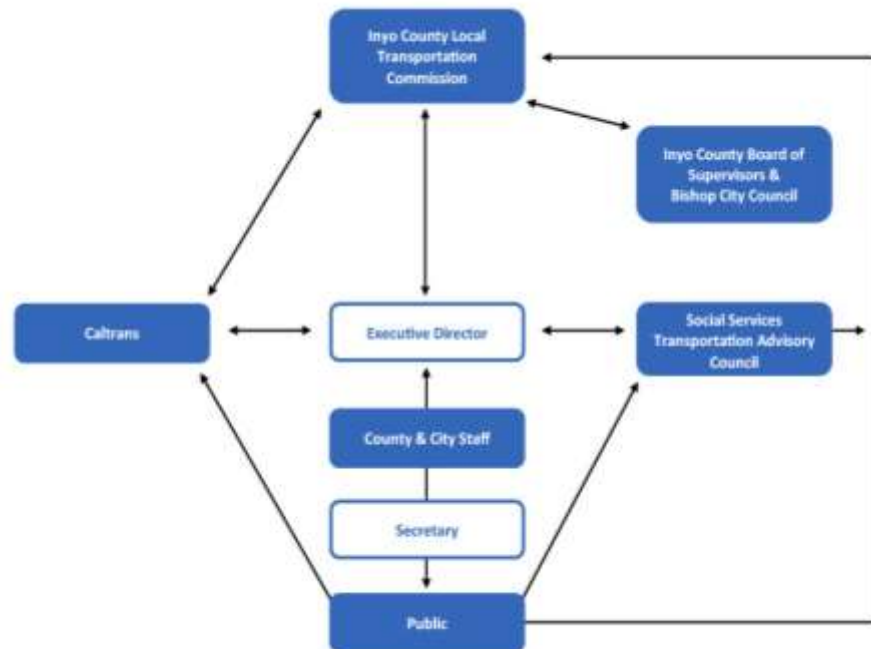


including the transit needs of transit dependent and transit disadvantaged persons. The SSTAC’s input is used as part of the LTC’s annual Unmet Transit Needs hearing and findings process.

### Organization

Reporting directly to the LTC board is the Executive Director. An organizational chart is presented as Exhibit 3.1.

Exhibit 3.1 Inyo County LTC Organizational Chart



### Goal setting and strategic planning

The LTC’s primary regional planning document is the Regional Transportation Plan (RTP). The RTP is a long-range (20-year) transportation plan providing a coordinated vision for regional transportation investments. As the RTPA, the Inyo County Local Transportation Commission is required to prepare and adopt an updated RTP every four years. It must be consistent with other planning guidance in the region. The current RTP was adopted on November 29, 2023.

The 2023 RTP includes the three required elements (Policy Element, Action Element, Financial Element). The Policy Element includes eight individual goals. Each goal is supported by one or more objectives and policies (see Exhibit 3.2). A separate Modal Discussion chapter includes individual sections for each mode (such as Transit and Non-Motorized Facilities) and work element (such as Air Quality and Summary of Roadway and Bridge Needs). Performance measures for Mobility and Accessibility, Safety and Security, Transportation System Investment, Environmental and Health Sustainability, and Economic Sustainability, used to evaluate the performance and impact of policies and strategies included in the RTP, are provided as part of the Action Element.



Advisory groups involved in the development of the RTP included the LTC, its Social Services Transportation Advisory Council (SSTAC), and Caltrans. The LTC also conducted extensive public and stakeholder involvement that included opportunities for input from the general public, private and public transit and freight operators, and tribal governments. Other entities invited to participated in the process included adjacent county RTPAs; local, state, and federal resource agencies; Great Basin Unified Air Pollution Control District; chambers of commerce, truck traffic generators, public transit operators, human service agencies; and transportation-related advocacy groups. Tribal outreach included requests for input from five federally recognized tribal governments within Inyo County:

- Big Pine Paiute Tribe of the Owens Valley,
- Bishop Paiute Tribe,
- Fort Independence Community of Paiute Indians of the Fort Independence Reservation,
- Lone Pine Paiute-Shosone Tribe, and
- Death Valley Timbisha Shoshone Tribe.

While all five tribal governments were invited to participate, only the Bishop Paiute Tribe and Fort Independence Tribe provided copies of relevant tribal transportation plans, which were reviewed during RTP development.



Exhibit 3.2 2023 RTP Goals, Objectives, and Policies

Goal	Objective	Priority
Safety		
1: Provide a safe and secure transportation system for all users	1A: Secure funding to improve safety on state highways and local roadways.	1.1: Coordinate with Caltrans to fund safety improvement projects that meet the goals of the California Strategic Highway Safety Plan.
		1.2: Coordinate with local agencies to maintain updated safety data through special studies or systemic safety analyses necessary to identify safety issues and secure funding.
		1.3: Pursue all types of federal and state discretionary funding, such as the Highway Safety Improvement Program (HSIP).
	1B: Develop and retrofit transportation facilities and corridors to improve safety.	1.4: Provide support to identify, prioritize, and eliminate conditions on local and regional roadways that currently or may pose a safety risk in coordination with Caltrans and local jurisdictions.
		1.5: Evaluate accident data along the State Highways and local roadways at least annually to identify trends and areas of concern.
		1.6: Work with Caltrans on planning for shoulder improvements to reduce conflicts between goods movement, vehicles, and non-motorized users on state highways.
		1.7: Facilitate safer truck transportation and truck parking and ease the impact of truck traffic on residential areas.
		1.8: Utilize existing strategic safety assessments and plans to identify critical needs, such as the Inyo County Local Road Safety Plan, and support future safety assessments.
		1.9: Support the national “Towards Zero Deaths” vision for a reduction in fatalities on the highway system.
		1C: Reduce the number of bicycle and pedestrian-related injuries and fatalities.
	1.11: Evaluate bicycle and pedestrian crash data when assessing the impact of a potential roadway project on safety.	
	1.12: Work with Caltrans to enhance pedestrian facilities and crosswalks along State highways as needed to improve safety and provide connectivity between commercial areas, residential areas, recreational areas, schools, and the transit system.	
	1.13: Utilize Complete Streets strategies to improve safety and increase the use of active modes of transportation.	
	1.14: Support Safe Routes to Schools projects that increase the safety and numbers of students walking and biking to school.	
Climate		
2: Increase the resilience of the transportation system to climate change.	2A: Pursue projects that improve the resiliency of the transportation system to extreme weather events.	2.1: Coordinate with Caltrans and local jurisdictions to identify transportation infrastructure that is most vulnerable to impacts of severe weather events such as culverts, bridges, and roadways located in a flood zone.
	2B: Prepare for multi-hazard emergency evacuation/response.	2.2: Coordinate with ESTA to ensure readiness in the event of emergency evacuation.
		2.3: Coordinate with local agencies and first responders to reduce hazard impacts in accordance with the Inyo County Multi-jurisdictional Hazard Mitigation Plan.





Goal	Objective	Priority
Climate		
2: Increase the resilience of the transportation system to climate change. (continued)	2C: Support statewide goals for the reduction of GHG emissions.	2.4: Invest in alternative fueling technology infrastructure including technologies such as hydrogen and electric.
		2.5: Support the development of US 395 as an Alternative Fuels Corridor.
		2.6: Support the development of alternative fueling infrastructure along interregional routes such as SR 190.
		2.7: Seek out funding opportunities to deploy public electric vehicle charging stations along state and local roadways.
		2.8: Prepare for the transition of the public transit agency vehicle fleet to ZEVs in accordance with CARB ICT guidance.
		2.9: Reduce per capita Vehicle Miles Traveled (VMT) by 30 percent over the planning period.
Infrastructure		
3: Maintain a high-quality transportation system.	3A: Maintain streets, roads, and highways at a safe and acceptable level.	3.1: Keep the Pavement Management Program up to date and improve the average Pavement Condition Index (PCI) for county roadways.
	3B: Maximize state and federal funds.	3.2: Enter into Memorandums of Understanding (MOUs) with adjacent counties to pursue mutually beneficial roadway improvement projects and leverage federal and state funding.
		3.3: Ensure that transportation investments, including active transportation projects, use ranking and selection criteria proposed as part of this plan.
	3C: Provide proper levels of road maintenance to avoid unnecessary vehicle wear and reduce the need for costlier rehabilitation in the future.	3.4: Utilize the Capital Improvement Program (CIP) to prioritize maintenance projects for the short term and identify available funding sources.
		3.5: Evaluate the impact of heavy truck traffic has pavement conditions and maintenance costs.
	3D: Pursue improvements along the US 395 corridor.	3.6: Provide a 4-lane facility for US 395 and CA 14 between Southern California population centers and Inyo County.
		3.7: Enter into MOUs with Mono County, Kern Council of Governments, and San Bernardino Associated Governments to provide funding for safety and roadway improvements on US 395 in Mono County.
	3E: Ensure adequate capacity on State Routes (SR).	3.8: Increase capacity of SRs as needed to maintain concept LOS.
	3F: Ensure the existence of a safe, reliable, and fiscally responsible public transit agency in Inyo County.	3.9: Support ESTA in all aspects of operations and capital improvements by the ESTA Short Range Transit Plan.
	3G: Maintain, preserve, and enhance the existing airports and airstrips within the county.	3.10: Seek all available funding sources for airport maintenance and enhancement.
		3.11: Promote land use compatibility with the surrounding environment for each airport.
		3.12: Encourage and foster effective and efficient use of existing airport facilities.
		3.13: Maintain and improve commercial usage at and around the Bishop Airport.
		3.14: Maintain and expand passenger air service at the Bishop Airport.



Goal	Objective	Priority
Infrastructure		
3: Maintain a high-quality transportation system. (continued)	3H: Support comprehensive transportation planning.	3.15: Strive for roadway improvements that do not increase VMTs or include mitigation strategies and support state GHG emission reduction goals.
		3.16: Recognize the relationship between the RTP, the Inyo County General Plan, and the City of Bishop General Plan and strive to accomplish the aims and purposes of these plans.
		3.17: Continually plan, prioritize, design, and develop a comprehensive transportation system in cooperative partnership between the county, city, state officials, the Local Transportation Commission, the Inyo County Planning Commission, City of Bishop Planning Commission, public and private groups, Inyo County Tribal Governments, and other interested entities.
Equity		
4: Ensure that all communities have access to transportation facilities throughout the County.	4A: Ensure equitable access to public transit services.	4.1: Support and promote accessibility in public transportation to the maximum extent practicable, including continued support of special service vans that provide a high level of service to low-mobility groups.
		4.2: Continue to conduct outreach to disadvantaged communities to understand areas for improvement in public transit services.
		4.3: Identify transit facilities, such as bus shelters, staging areas, base stations, transit hubs, etc., and potential funding sources.
	4B: Support public transit services, both existing services and future services that are identified by the established “unmet transit needs” process.	4.4: Encourage and support the use of public transportation grants from state and federal programs to the maximum extent possible.
		4.5: Promote public transit to raise awareness, encourage ridership, and create an understanding of how to use transit systems.
		4.6: Cooperatively develop long-range plans with transit operators that provide guidance and assistance in determining capital and operating requirements.
	4C: Ensure that non-motorized facilities are accessible to all users.	4.7: Develop new non-motorized facilities in compliance with ADA requirements.
		4.8: Consider ADA requirements when rehabilitating, repairing, or extending existing pedestrian and bicycle facilities.
		4.9: Gather community input whenever feasible before designing and implementing changes to non-motorized facilities.
	4D: Support tribal governments in the improvement of transportation facilities on and connecting to tribal land.	4.10: Jointly pursue grant funding where feasible to capitalize on funding, resources, and expertise.
		4.11: Conduct outreach to and engage with tribal entities during transportation planning efforts.



Goal	Objective	Priority
Accessibility/Mobility		
4: Ensure that all communities have access to transportation facilities throughout the County. (continued)	4E: Utilize open and equitable processes to scope, prioritize, fund, and construct transportation projects.	4.12: Incorporate public outreach as a fundamental component of the transportation planning and decision-making process, encouraging input from all interested and affected groups and individuals.
		4.13: Include, in project analysis, the identification and mitigation of all impacts on all affected segments of the population, particularly disadvantaged communities.
		4.14: Design transportation facilities to meet the needs of all users including older adults, children, and people with disabilities.
5: Improve multimodal connectivity and access.	5A: Prioritize connectivity between existing facilities where feasible.	5.1: Increase north/south connectivity of roadways, bike paths, and sidewalks within the City of Bishop to create an alternative to US 395.
		5.2: Pursue grant funding to connect and extend existing bicycle and pedestrian facilities within and to community centers.
	5B: Promote multimodal connections.	5.3: Encourage intermodal transfer of both passengers and freight at airports.
		5.4: Provide for the development of multimodal facilities at airports where appropriate.
		5.5: Promote multimodal connections between communities and recreation destinations.
		5.6: Support public and private shuttles between communities and trailheads.
		5.7: Raise public awareness of ESTA services and rideshare opportunities through media and promotional events.
	5C: Support interregional multimodal transportation.	5.8: Encourage interregional and intercity bus lines to provide more attractively scheduled service into and within Inyo County.
		5.9: Develop regional active transportation corridors.
		5.10: Stay informed of multimodal transportation planning efforts of adjacent counties.
Quality of Life/Public Health		
6: Enable vibrant and healthy communities.	6A: Encourage the development of non-motorized facilities that will be convenient to use, easy to access, continuous, safe, and integrated into a multimodal transportation network in support of Toward an Active California.	6.1: Develop non-motorized facilities that serve as many segments of the population as possible.
		6.2: Consider non-motorized modes of transportation in planning processes.
		6.3: Plan for and provide a continuous and easily accessible bikeway system within the region, including connections to recreation destinations.
		6.4: Promote projects that close gaps in community pedestrian networks, particularly along Safe Routes to School and between residential and commercial areas.
		6.5: Plan for the increase in electric bicycles for commuting in Inyo County, including the need for charging infrastructure.
		6.6: Introduce and promote education, encouragement, and outreach programs for bicycle and pedestrian travel.
	6B: Enhance opportunities for safe bicycle and pedestrian travel on and across state highways and local roadways.	6.7: Encourage the inclusion of bicycle facilities on roadways during rehabilitation projects where feasible.
		6.8: Pursue discretionary grant-funding programs for implementing the bicycle and pedestrian improvements listed in this plan.



Goal	Objective	Priority
Quality of Life/Public Health		
6: Enable vibrant and healthy communities. (continued)	6C: Improve livability and health in the County through thoughtful land use and transportation decisions.	6.9: Assist local jurisdictions in taking a regional approach to land use decisions and developing a road network that supports the RTP goals and state goals.
		6.10: Encourage all County entities to actively participate in the RTP update process.
		6.11: Establish formal agreements and acquire the appropriate right-of-way from the City of Los Angeles to implement transportation facilities on LADWP property in Inyo County as needed.
		6.12: Address liability issues and potential impacts to resources and operations that may result from using LADWP right-of-way for public transportation facilities.
		6.13: Support the revitalization of downtown Bishop in accordance with the Downtown Bishop Specific Plan and Mixed-Use Overlay.
	6D: Reduce the negative impacts of heavy truck traffic within communities.	6.14: Implement traffic calming measures along US 395 within community centers.
		6.15: Encourage overnight truck parking outside of densely populated community centers.
		6.16: Explore future options to divert truck traffic around residential and commercial districts of communities.
Environment		
7: Enhance environmental health and reduce negative transportation impacts.	7A: Consider all types of environmental impacts, including cumulative impacts, as part of the transportation project selection process.	7.1: Work with the project implementing agency to ensure that transportation projects will meet environmental quality standards set by Federal, State, and Local Resource agencies.
		7.2: Coordinate with the project implementing agency to determine the impact of the project on biological resources, hydrology, geology, cultural resources, and air quality before construction.
		7.3: Mitigate any environmental impacts according to natural resource agency standards.
	7B: Promote transportation policies and projects that support a sustainable environment and positively contribute to meeting statewide global warming emissions targets set in the Global Warming Solutions Act of 2006 (AB 32).	7.4: Coordinate with federal and state agencies and local air management districts on matters related to the air quality conformity process specified in the latest federal clean air requirements and legislation for transportation projects (transportation-related).
		7.5: Consider alternative transportation technologies, such as Zero Emission Vehicles and bike share programs.
		7.6: Coordinate with local and neighboring jurisdictions to identify mutually beneficial programs, projects, or partnership opportunities aimed at reducing or offsetting regionally produced GHG emissions.
		7.7: Develop a Zero Emission Vehicle Readiness Plan for the Inyo County region in cooperation with Caltrans and neighboring jurisdictions.



Goal	Objective	Priority
Environment		
7: Enhance environmental health and reduce negative transportation impacts. (continued)	7C: Reduce the demand for travel by single-occupant vehicles through transportation demand management and transportation system management techniques.	7.8: Increase the mode share for public transit and non-motorized travel through operational improvements and construction of bicycle, pedestrian, and park-and-ride facilities.
		7.9: Support public awareness of ESTA to increase the mode share for public transit.
		7.10: Encourage compact and infill development in accordance with the Inyo County Housing Element to minimize the construction of new roads and encourage walkable communities.
		7.11: Encourage local land use planning and community design that minimizes dependence on long-distance, single-occupant vehicle commute trips and encourages active transportation.
	7D: Improve the resiliency of transportation infrastructure to severe weather events.	7.12: Pursue funding for improvement projects that enhance the climate resiliency of the transportation system.
		7.13: Utilize existing and future plans, including Community Wildfire Protection Plans and climate adaptation plans, to identify high-priority transportation improvement projects.
		7.14: Mitigate impacts of severe weather events by maintaining the condition of transportation infrastructure and facilitating necessary maintenance, repair, and replacement.
Economic Vitality		
8: Promote economic stability and investment.	8A: Develop a transportation system that is financially constrained.	8.1: Ensure that the allocation of transportation funding dollars maximizes the “highest and best use” for interregional and local projects.
		8.2: Give priority to transportation projects designed to improve the efficiency, safety, and quality of existing facilities.
		8.3: Consider long-term maintenance costs for any new transportation infrastructure.
	8B: Consider transportation during the review of projects to ensure that transportation needs are addressed during the planning phase of development.	8.4: Ensure proper access is planned to residential, commercial, and industrial areas.
		8.5: Evaluate public transit access and availability for all residential and commercial projects.
		8.6: If transportation improvements are required as part of a new development, require the developer to share the cost of the improvements.
		8.7: Require development proposals to provide adequate parking allocations for the intended uses.
	8C: Provide for the parking needs of residents and visitors.	8.8: Provide adequate and convenient parking in the commercial core of Inyo County communities.
		8.9: Plan and develop easily accessed park-and-ride facilities and rest areas along major roadways.
	8D: Support the development or improvement of transportation facilities that provide alternative transportation connections between recreation destinations and communities.	8.10: Recognize the economic impact of investing in access to recreation destinations.



Goal	Objective	Priority
<b>Economic Vitality</b>		
8: Promote economic stability and investment. (continued)	8E: Promote commercial passenger air service at the Bishop Airport.	8.11: Ensure that accurate and reliable information is available to the public, stakeholders, and adjacent counties.
		8.12: Support expansion of passenger air service and facilities at Bishop Airport where feasible.
	8F: Facilitate the development of vibrant economic centers.	8.13: Address noise, traffic, and safety impacts of high levels of truck traffic within the community core.
		8.14: Pursue active transportation funding to expand pedestrian and bicycle infrastructure and multimodal connections.



Each RTP update builds upon prior efforts but is reflective of current and future conditions. Prior efforts used in the development of the 2023 RTP included the following:

- Inyo County General Plan Circulation Element (2001),
- City of Bishop General Plan Mobility Element (2012),
- Bishop Paiute Reservation Long-Range Transportation Improvement Plan (2013),
- Inyo County Active Transportation Plan (2015),
- Olancho Cartago Corridor Study (2020),
- Eastern Sierra Transit Authority Short-Range Transit Plan and Coordinated Transit-Human Services Transportation Plan (2021),
- Downtown Bishop Specific Plan and Mixed Use Overlay (2021),
- Caltrans Adaptation Priorities Report (2021),
- California Transportation Plan (CTP) 2050 (2021), and
- Fort Independence Indian Reservation Tribal Transportation Safety Assessment (2023).

The 2023 RTP Update was supported by the Inyo County LTC Public Procedures. Efforts were made through the RTP process to engage underserved communities, including extensive efforts to engage Tribal governments, conducting in-person outreach activities in disadvantaged communities, emailing stakeholder groups throughout the county, and advertising the survey and other outreach activities in English and Spanish. The following public engagement activities were undertaken as part of the 2023 update:

- Online community survey,
- Pop-up workshops in Bishop and Lone Pine,
- Public workshop in Tecopa focusing on non-motorized transportation needs, and
- Presentations at LTC meetings open to the public.

The Inyo County LTC is also responsible for regional planning for a variety of regional transportation-related topics. Regional plans completed during the audit period include the following:

- 2023 Inyo County Active Transportation Plan,
- 2023 Inyo County Economic and Demographic Profile, and
- 2022 Inyo County Local Road Safety Plan.



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## Chapter 4 | Program Compliance

This section examines the Inyo County Local Transportation Commission’s compliance with the State of California’s Transportation Development Act as well as relevant sections of California’s Public Utilities Commission code. An annual certified fiscal audit confirms TDA funds were apportioned in conformance with applicable laws, rules, and regulations. Although compliance verification is not a Triennial Performance Audit function, several specific requirements concern issues relevant to the performance audit. The Triennial Performance Audit findings and related comments are delineated in Exhibit 4.1.

Compliance was determined through discussions with LTC staff as well as an inspection of relevant documents, including the fiscal audits for each year of the triennium. Also reviewed were planning documents, Commission actions, and other related documentation.

With three exceptions, LTC adheres to Transportation Development Act (TDA) regulations in an efficient and effective manner:

1. The LTC did not complete its fiscal audits for FY 2021/22 and FY 2022/23 prior to the June 30 deadline.
2. The LTC’s State Controller Report for FY 2023/24 was submitted after the January 31 deadline.
3. The LTC did not certify completion of the ETSA audit to Caltrans upon its completion in 2023.

### Developments Occurring During the Audit Period

For many operators, the FY 2021/22 – FY 2023/24 audit period reflected both the acute impacts of and recovery from the COVID-19 pandemic. By the end of the audit period – even earlier in some cases – most operators had exhausted federal relief funds, even though penalties for non-compliance with farebox recovery ratios continued to be waived. Many operators, even more than five years after the onset of the pandemic, still struggle with ridership that has yet to recover to pre-pandemic levels.

Given this is not the first Triennial Performance Audit to be conducted since the COVID-19 pandemic, this report will not focus on actions taken as a result of the health crisis. Instead, the compliance review, functional review, and resulting recommendations will focus on ensuring program sustainability once penalty waivers and other emergency legislation have ended.

Assembly Bill 90, signed into law on June 29, 2020, provided temporary regulatory relief for transit operators required to conform with Transportation Development Act (TDA) farebox recovery ratio thresholds in FY 2019/20 and FY 2020/21. Assembly Bill 149, signed into law on July 16, 2021, provided additional regulatory relief by extending the provisions of AB 90 through FY 2022/23 and adjusting definitions of eligible revenues and operating costs. Most recently, Senate Bill 125, signed into law on July 10, 2023, extended protections provided via earlier legislation through FY 2025/26. While this means the audit period covered by this audit is fully exempt from penalties for non-compliance with the farebox recovery ratio, for example, it also means that transit operators will likely need to be in compliance by the last year of the next audit period.



While the ability to maintain state mandates and performance measures is important, these measures enable transit operators to adjust to the impacts of COVID while continuing to receive their full allocations of funding under the TDA.

Together, these three pieces of legislation include the following provisions specific to transit operator TDA funding under Article 4 and Article 8:

1. Prohibits the imposition of the TDA revenue penalty on an operator that did not maintain the required ratio of fare revenues to operating cost from FY 2019/20 through FY 2025/26.
2. Expands the definition of “local funds” to enable the use of federal funding to supplement fare revenues and allows operators to calculate free and reduced fares at their actual value.
3. Adjusts the definition of operating cost to exclude the cost of ADA paratransit services, demand-response and microtransit services designed to extend access to service, ticketing/payment systems, security, some pension costs, and some planning costs.
4. Allows operators to use STA funds as needed to keep transit service levels from being reduced or eliminated through FY 2025/26.

SB 125 calls for the establishment of the Transit Transformation Task Force to develop policy recommendations to grow transit ridership and improve the transit experience for all users. In the 50-plus years since introduction of the Transportation Development Act, there have been many changes to public transportation in California. Many operators have faced significant challenges in meeting the farebox recovery ratio requirement, calling into question whether it remains the best measure for TDA compliance. In 2018, the chairs of California’s state legislative transportation committees requested the California Transit Association spearhead a policy task force to examine the TDA, which resulted in a draft framework for TDA reform released in early 2020. The Transit Transformation Task Force is required to submit a report of its findings and policy recommendations to the State Legislature by October 31, 2025. This report is expected to include recommendations for TDA reform, which may impact the next Triennial Performance Audit period.



Exhibit 4.1 Transit Development Act Compliance Requirements

Compliance Element	Reference	Compliance	Comments
All transportation operators and city or county governments which have responsibility for serving a given area, in total, claim no more than those Local Transportation Fund monies apportioned to that area.	PUC 99231	In compliance	
The RTPA has adopted rules and regulations delineating procedures for the submission of claims for facilities provided for the exclusive use of pedestrians and bicycles (Article 3).	PUC 99233, 99234	In compliance	
The RTPA has established a social services transportation advisory council. The RTPA must ensure that there is a citizen participation process that includes at least an annual public hearing.	PUC 99238, 99238.5	In compliance	FY 2021/22: SSTAC meeting February 9, 2022 UTN hearing March 16, 2022 UTN hearing April 20, 2022  FY 2022/23: SSTAC meeting February 21, 2023 UTN hearing March 15, 2023 UTN hearing April 19, 2023  FY 2023/24: SSTAC meeting February 15, 2024 UTN hearing March 20, 2024 UTN hearing April 17, 2024
The RTPA has annually identified, analyzed, and recommended potential productivity improvements which could lower operating cost of those operators, which operate at least 50 percent of their vehicle service miles within the RTPA's jurisdiction. Recommendations include, but are not being limited to, those made in the performance audit. <ul style="list-style-type: none"><li>• A committee for the purpose of providing advice on productivity improvements may be formed.</li><li>• The operator has made a reasonable effort to implement improvements recommended by the RTPA as determined by the RTPA, or else the operator has not received an allocation that exceeds its prior year allocation.</li></ul>	PUC 99244	In compliance	
The RTPA has ensured that all claimants to whom it allocated TDA funds submit to it and to the state controller an annual certified fiscal and compliance audit within 180 days after the end of the fiscal year.	PUC 99245	In compliance	FY 2021/22: January 30, 2023 FY 2022/23: January 19, 2024 FY 2023/24: December 20, 2024



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Compliance Element	Reference	Compliance	Comments
The RTPA has submitted to the state controller an annual certified fiscal audit within 12 months of the end of the fiscal year.	CCR 6662	Finding	FY 2021/22: March 19, 2024 FY 2022/23: January 10, 2025 FY 2023/24: Pending
The RTPA has submitted within 90 days after the end of the fiscal year an annual financial transactions report to the state controller	CCR 6660	Finding	FY 2021/22: January 31, 2023 FY 2022/23: January 30, 2024 FY 2023/24: February 18, 2025
The RTPA has designated an independent entity to conduct a performance audit of operators and itself (for the current and previous triennia). For operators, the audit was made and calculated the required performance indicators, and the audit report was transmitted to the entity that allocates the operator's TDA money, and to the RTPA within 12 months after the end of the triennium. If an operator's audit was not transmitted by the start of the second fiscal year following the last fiscal year of the triennium, TDA funds were not allocated to that operator for that or subsequent fiscal years until the audit was transmitted.	PUC 99246, 99248	In compliance	Prior Triennial Performance Audits were completed by Moore & Associates in June 2022.  Moore & Associates was engaged to prepare the current Triennial Performance Audits.
The RTPA has submitted a copy of its performance audit to the Director of the California Department of Transportation. In addition, the RTPA has certified in writing to the Director that the performance audits of operators located in the area under its jurisdiction have been completed.	PUC 99246(c)	Finding	The prior audit of LTC was emailed to Caltrans on June 28, 2022. However, the RTPA did not certify completion of the ESTA audit the following year. (Partial compliance)
The performance audit of the operator providing public transportation services shall include a verification of the operator's cost per passenger, operating cost per vehicle service hour, passenger per vehicle service mile, and vehicle service hours per employee, as defined in Section 99247. The performance audit shall include consideration of the needs and types of passengers being served and the employment of part-time drivers and the contracting with common carriers of persons operating under a franchise or license to provide services during peak hours, as defined in subdivision (a) of section 99260.2.	PUC 99246(d)	In compliance	
The RTPA has established rules and regulations regarding revenue ratios for transportation operators providing services in urbanized and newly urbanized areas.	PUC 99270.1, 99270.2	Not applicable	
The RTPA has adopted criteria, rules, and regulations for the evaluation of claims filed under Article 4.5 of the TDA and the determination of the cost effectiveness of the proposed community transit services.	PUC 99275.5	Not applicable	There are no Article 4.5 claimants.



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Compliance Element	Reference	Compliance	Comments
State transit assistance funds received by the RTPA are allocated only for transportation planning and mass transportation purposes.	PUC 99310.5, 99313.3, Proposition 116	In compliance	
The amount received pursuant to the Public Utilities Code, Section 99314.3, by each RTPA for state transit assistance is allocated to the operators in the area of its jurisdiction as allocated by the State Controller's Office.	PUC 99314.3	In compliance	
<p>If TDA funds are allocated to purposes not directly related to public or specialized transportation services, or facilities for exclusive use of pedestrians and bicycles, the transit planning agency has annually:</p> <ul style="list-style-type: none"><li>• Consulted with the Social Services Transportation Advisory Council (SSTAC) established pursuant to PUC Section 99238;</li><li>• Identified transit needs, including:<ul style="list-style-type: none"><li>▪ Groups that are transit-dependent or transit-disadvantaged;</li><li>▪ Adequacy of existing transit services to meet the needs of groups identified; and</li><li>▪ Analysis of potential alternatives to provide transportation alternatives;</li></ul></li><li>• Adopted or reaffirmed definitions of "unmet transit needs" and "reasonable to meet";</li><li>• Identified the unmet transit needs and those needs that are reasonable to meet; and</li><li>• Adopted a finding that there are no unmet transit needs, that there are no unmet transit needs that are reasonable to meet, or that there are unmet transit needs including needs that are reasonable to meet.</li></ul> <p>If a finding is adopted that there are unmet transit needs, these needs must have been funded before an allocation was made for streets and roads.</p>	PUC 99401.5	In compliance	<p>LTC does not allocate TDA funds for streets and roads. It does follow the prescribed Unmet Transit Needs process.</p> <p>FY 2021/22: SSTAC meeting February 9, 2022 UTN hearing March 16, 2022 UTN hearing April 20, 2022</p> <p>FY 2022/23: SSTAC meeting February 21, 2023 UTN hearing March 15, 2023 UTN hearing April 19, 2023</p> <p>FY 2023/24: SSTAC meeting February 15, 2024 UTN hearing March 20, 2024 UTN hearing April 17, 2024</p>



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## Chapter 5 | Prior Recommendations

This section reviews and evaluates the implementation of prior Triennial Performance Audit recommendations. This objective assessment provides assurance the Inyo County Local Transportation Commission has made quantifiable progress toward improving both the efficiency and effectiveness of its programs.

The prior audit – completed in June 2022 by Moore & Associates, Inc. for the three fiscal years ending June 30, 2021 – included eight recommendations:

1. The LTC must ensure ESAAA completes an annual fiscal audit of its TDA funding, and withhold TDA funding as necessary if the audit is not completed on time.

**Discussion:** PUC 99276 requires recipients of Article 4.5 funds to submit an annual certified fiscal audit pursuant to PUC 99245. The ESAAA's TDA fiscal audit has historically been limited to its receipt and expenditure of TDA funds. During the prior audit, only one TDA fiscal audit was provided and that audit was completed well outside the timeframe established for the completion of TDA fiscal audits. The ESAAA's primary challenge was that it already undergoes other audits through the County and the California Department of Aging. In addition, the Transportation program is only a small portion of the ESAAA's mission, and the time and effort involved for an additional audit specific to the TDA is out of proportion with the percentage of the program funded through TDA. Regardless, the prior auditor noted it was essential the ESAAA complete an annual TDA fiscal audit that meets the requirements of the TDA legislation in order to continue to be in compliance with the TDA and eligible to receive funds.

**Progress:** ESAAA no longer receives TDA funding.

**Status:** No longer relevant.

2. Clearly identify both the individual responsible for submitting the State Controller Report as well as the deadline for doing so.

**Discussion:** PUC 99243 requires RTPAs submit their Financial Transaction Reports to the State Controller within seven months of the end of the fiscal year. During the prior audit, LTC did not provide the cover page for its report for FY 2018/19, and on-time submittal could not be verified. Neither the report or cover page were provided for FY 2020/21. The prior auditor recommended the deadline for submittal of the State Controller Report (January 31) be clearly noted on the RTPA's calendar, and responsibility for its completion should be clearly assigned. If access to audited data is contributing to the late submittal, LTC should work with its auditor to ensure data is available in advance of the deadline. In addition, LTC staff should ensure the complete report (including the cover page, whether signed or not) is stored in an appropriate location that can be easily accessed during the next Triennial Performance Audit.



**Progress:** During the current audit period, two of the three State Controller Reports were submitted on time, with the FY 2023/24 being submitted more than two weeks late. LTC was able to provide cover pages for all of the reports.

**Status:** Implemented.

3. [Ensure future Triennial Performance Audits are completed prior to the established deadline.](#)

**Discussion:** PUC 99246 requires the RTPA to designate an entity other than itself to conduct a performance audit of the activities of it and the operators to which it allocates TDA funds on a triennial basis. Per PUC 99248, no operator is eligible to receive an allocation of LTF funds until the reports have been completed. CCR 6662.5 stipulates that the performance audits must be submitted by July 1 of the year following the end of the fiscal year. For the previous audit cycle, all three Triennial Performance Audits were dated September 2020. This was more than a year after the deadline of July 1, 2019 for the LTC and ESAAA audits (which covered FY 2015/16 through FY 2017/18), and two months after the July 1, 2020 deadline for the ESTA audit (which covered FY 2016/17 through FY 2018/19). During this time, the LTC continued to provide TDA funding to the ESAAA, despite the Triennial Performance Audit not being submitted.

Because all three audits are not on the same schedule, it is important the LTC ensure the audits are completed and submitted according to their individual timeframes. Upon completion of the LTC and ESAAA audits prior to June 30, 2022, the LTC would certify the operator audit and submit its audit to Caltrans. In 2023, the LTC will certify the on-time completion of the ESTA audit to Caltrans.

**Progress:** All three audits completed during the prior cycle were completed prior to the June 30 deadline.

**Status:** Implemented.

4. [Ensure documentation of the submittal of the RTPA's triennial performance audit and certification of the operator's triennial performance audit is maintained and can be provided during the next triennial performance audit.](#)

**Discussion:** PUC 99246 requires each RTPA to submit its completed performance audit to Caltrans and certify in writing it has completed the audits of any operator to which it allocates TDA funding. During the prior audit process, the LTC could not provide documentation of this submittal from its previous triennial performance audit. While this information can be submitted via an email only, the prior auditor recommended creating a submittal letter that could be sent via email along with the electronic version of the RTPA audit. The prior auditor noted the sent email should be saved (with attachments) on a network drive that can be readily accessed in preparation for the next triennial performance audit. Avoid saving the email in the sender's email account and nowhere else.





**Progress:** The LTC provided documentation that it had emailed its prior Triennial Performance Audit to Caltrans, but did not certify the audit of ESTA the following year after it had been completed. Both audits were completed on time.

**Status:** Partially implemented.

5. The LTC should adopt criteria for the evaluation of claims under Article 4.5.

**Discussion:** PUC 99275.5 requires the RTPA to adopt criteria, rules, and regulations for the evaluation of claims filed under Article 4.5. The prior auditor found the LTC does not have clearly defined criteria, rules, and regulations for the evaluation of Article 4.5 claims. There are no defined performance criteria for services provided under ESAAA. The prior auditor recommended LTC adopt criteria for the evaluation of claims under Article 4.5 that are in compliance with PUC 99275.5. Doing so would ensure the current process for awarding CTSA funding is in compliance with the RTPA's own guidance.

**Progress:** Since ESAAA no longer claims TDA funding, there are no Article 4.5 claimants, nor has there been interest from other organizations in claiming these funds. As such, there is no need at present to develop evaluation criteria. Should there be interest in claiming Article 4.5 funds, LTC should consider developing criteria for the evaluation of such claims.

**Status:** No longer relevant.

6. The LTC must develop and adopt appropriate performance criteria for the ESAAA, to be evaluated as part of the TDA claims process.

**Discussion:** PUC 99275.5 requires the RTPA to determine the cost effectiveness of the transit service provided by adopting appropriate performance criteria for operators receiving Article 4.5 funding. The prior auditor recommended LTC work with the ESAAA to determine one or more appropriate performance criteria. These could include the percentage of Transportation funding provided through TDA funds, a percentage increase in the number of trip/bus passes provided, or other such metric. The criteria would need to be adopted by the RTPA by resolution and reviewed annually as part of the ESAAA's TDA claim. Thresholds should be established in such a manner to offer a meaningful measure of productivity but not to the point they cannot be reasonably met, as compliance with the criteria is a required element of the TDA claim evaluation.

**Progress:** ESAAA no longer receives TDA funding.

**Status:** No longer relevant.

7. Update the calculation methodology for the second (average) STA efficiency test and use the smallest percentage if funds must be restricted for capital purposes.

**Discussion:** PUC 99314.6 requires transit operators to meet one of two efficiency criteria in order to use STA funding for operational expenses. The measure of efficiency is based on change in cost



per vehicle service hour (VSH). If an operator does not meet either test of efficiency, then the amount of STA funding available for operating expenses is reduced by the lowest percentage it exceeded the amount necessary to meet the standard. The prior auditor found the first test was being conducted correctly, but recommended LTC update its calculation methodology for the second (average) STA efficiency test to reflect the appropriate time period. It noted the LTC might wish to provide a spreadsheet for ESTA to use so that eligibility for use of STA for operating purposes is clearly demonstrated, and the percentages clearly identified if funds must be restricted for capital.

**Progress:** LTC provides an STA worksheet for calculating eligibility as part of the TDA claims process, which included the updated calculation. However, eligibility requirements were waived during the audit period.

**Status:** Implemented.

8. [Reevaluate the LTC's claims process and forms, including how the provided data is reviewed and eligibility for funding is determined.](#)

**Discussion:** Under the TDA, each RTPA has the responsibility of developing an effective claims process for the funds it allocates. In addition, it is the responsibility of the RTPA to ensure claims are only paid to eligible claimants (those in compliance with the TDA). It is the responsibility of the RTPA to annually identify, analyze, and recommend potential productivity improvements (PUC 99244).

The prior auditor recommended LTC review its TDA claim forms and processes, and update them as necessary to ensure they provide all information needed for the RTPA to make a clear determination of compliance with the TDA. This may require adding or updating forms, adjusting the productivity review process, and/or working with the operators to ensure the forms are completed fully. LTC staff should also ensure prior audit recommendations are from the most current triennial performance audit for which recommendations are available and that responses either indicate completion (which can be carried over from year to year) or progress toward implementation. LTC should note which recommendations have been implemented and follow up to confirm this status. In addition, either the claim forms or the annual fiscal audit should also document compliance with required performance criteria, whether farebox recovery ratio (ESTA) or something else (ESAAA).

**Progress:** The LTC included a page to its TDA claims that requires claimants to discuss recommendations and findings.

**Status:** Implemented.



## Chapter 6 | Functional Review

A functional review of the Inyo County Local Transportation Commission determines the extent and efficiency of the following functional activities:

- Administration and Management;
- Transportation Planning and Regional Coordination;
- Claimant Relationships and Oversight;
- Marketing and Transportation Alternatives; and
- Grant Applications and Management.

### Administration and Management

The Inyo County Local Transportation Commission (LTC) is a six-member commission that serves as the Regional Transportation Planning Agency (RTPA) for Inyo County. The LTC is comprised of two members each from the Inyo County Board of Supervisors and the Bishop City Council, while the remaining two seats are Board- and Council-appointed at-large representatives. The Inyo County Public Works Director serves as the Executive Director of the LTC. The Commission is discussed further in Chapter 3.

Commission meetings are held in person on the third Wednesday of the month. A virtual option is available for members of the public as well as Commissioners if the circumstances meet AB 361 criteria. Most members attend most meetings, and there has not been a problem achieving a quorum.

The Commission has taken an interest in project readiness and development. STIP funding has been negative since the early 2000s due to major projects, which has limited the development of new initiatives. There is a strong interest in having projects ready for future funding opportunities to ensure prioritization. While the City of Bishop has some projects prepared, Inyo County currently does not.

Management monitors the progress and financial status of ongoing programs through Overall Work Program reports, which are prepared quarterly. Internal financial tracking documents are updated monthly to ensure progress is on track. LTC staff also participate in weekly Inyo County Public Works meetings regarding ongoing projects.

The LTC has established clear, comprehensive, and realistic goals and objectives for internal functions, regional coordination, grant applications, operator performance, and transportation alternatives through its annual Overall Work Plan (OWP) and Regional Transportation Plan. Transit operator performance is reported to the Commission frequently, though only evaluated during the annual TDA claims process. Active transportation is a focus of the LTC, which increased its LTF bicycle and pedestrian set-aside to the maximum of five percent. The OWP describes in detail milestones, deliverables, and schedules to be accomplished during the fiscal year. Progress toward goals is evaluated through OWP progress and success of active transportation proposals.

The LTC has a positive and effective relationship with its single operator. TDA claims are processed in a timely manner. Claims are approved by the Commission in June, with disbursements made monthly for LTF and quarterly for STA funding.



At the time of the site visit, the LTC was modest in size with just two staff. A third full-time LTC staff member was expected to be added in late April 2025. The new Planning Technician would function as an assistant to the Transportation Planner. The position will free up the Transportation Planner from some current duties, serve as the LTC Secretary, and support current Transportation Planner functions. Staff receive regular training in the form of funding and grant program workshops and annual workplace training. Staff receive annual employee evaluations and a comprehensive County benefits package.

#### Transportation Planning and Regional Coordination

The LTC is responsible for preparing a Regional Transportation Plan (RTP) for Inyo County. The RTP is a long-range (20-year) transportation plan providing a coordinated vision for regional transportation investments. As the RTPA, the Inyo County Local Transportation Commission is required to prepare and adopt an updated RTP every four years. It must be consistent with other planning guidance in the region. The current RTP was adopted on November 29, 2023. It includes the three required elements (Policy Element, Action Element, Financial Element). The Policy Element includes eight individual goals. The LTC typically contracts out for the RTP update, including hearing and public outreach. The next update is scheduled for 2027. Additional details regarding the LTC's regional planning activities are provided in Chapter 3.

Staff actively encourage participation from transportation providers, various agencies, tribal representatives, and transit users in the monthly LTC meetings, which serve as a forum for public comments and updates. Additionally, staff are engaged in planning and grant development initiatives in collaboration with the Eastern Sierra Council of Governments (ESCOG), support electric vehicle (EV) infrastructure development efforts, and contribute to transportation planning in partnership with local tribal governments.

#### Claimant Relationships and Oversight

The Inyo County Board of Supervisors does not currently have a productivity committee. However, it conducts regular monitoring of transit operator performance through regular meetings and monthly reports from ESTA's Executive Director, with the Commission serving as the productivity team that reviews the annual TDA claim. Monthly meetings are a regular forum for Commissioners to share expectations with the operator. In general, operator efforts to implement suggestions and recommendations are reasonable and effective. LTC conducts its annually unmet transit needs process between February and April.

The prior Triennial Performance Audit included a number of compliance recommendations for the Eastern Sierra Area Agency on Aging (ESAAA), which claimed LTF Article 4.5 funds. At least two prior audits found that the ESAAA could not comply with TDA requirements regarding productivity and efficiency standards. After the completion of the 2022 Triennial Performance Audit, LTC informed ESAAA that it must file a fiscal audit or not receive funding. The ESAAA opted to return the FY 2020/21 funds it had already received and opt out of future funding cycles.

The LTC makes technical and managerial assistance available to operators, and is in regular communication with claimants. Technical support is provided upon request, though the operator does not often ask for it. The LTC recently provided assistance with the SB 125 allocation.



### Marketing and Transportation Alternatives

The LTC does not provide marketing on behalf of the transit operator. It does advertise and promote the links to the operators' information on its website. The operator develops its own strategic business plan that includes performance indicators, marketing plans, and customer perception surveys.

While the LTC does not develop programs to promote the use of alternative transportation, it was recently awarded a \$7.6 million Active Transportation Program grant. This was one of only 13 projects selected in California. The grant will support an Active Transportation Project in southeast Inyo County (Tecopa) that is most rural and disadvantaged with no active transportation infrastructure. The project will increase safety for local residents that rely on walking and biking, as well as tourists visiting the sand dunes. The project aims to reduce conflicts points between fast-moving cars and vulnerable users. The implementation period is set for FY 2025/26 to FY 2028/29.

### Grant Applications and Management

The LTC may review grant applications by the operator. It provides technical assistance with financial data upon request. The LTC and ESTA typically applies for grants such as FTA Section 5310, FTA Section 5311, SB 125, LCTOP, SGR, and FTA Section 5339. The RTPA monitors expenditures for LCTOP grants. The ESTA's Executive Director administers and executes all ESTA grant agreements.

The LTC is proud of its recent track record of winning grants, which are used to benefit the whole region. At the time of the site visit, it was waiting to hear back regarding a Caltrans Sustainable Transportation Planning grant for evacuation routes.



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## Chapter 7 | Findings and Recommendations

### Conclusions

With three exceptions, we find the Inyo County Local Transportation Commission, functioning as the RTPA, to be in compliance with the requirements of the Transportation Development Act. In addition, the entity generally functions in an efficient, effective, and economical manner. The compliance finding and the recommendation for its resolution, as well as modest recommendations intended to improve the effectiveness of the organization as the RTPA, are detailed below.

### Findings and Recommendations

Based on the current review, we submit the following TDA compliance findings:

1. The LTC did not complete its fiscal audits for FY 2021/22 and FY 2022/23 prior to the June 30 deadline.
2. The LTC's State Controller Report for FY 2023/24 was submitted after the January 31 deadline.
3. The LTC did not certify completion of the ETSA audit to Caltrans upon its completion in 2023.

The audit team has identified no functional findings.

In completing this Triennial Performance Audit, the auditors submit the following recommendations for the LTC's program. They are divided into two categories: TDA Program Compliance Recommendations and Functional Recommendations. TDA Program Compliance Recommendations are intended to assist in bringing the RTPA into compliance with the requirements and standards of the TDA, while Functional Recommendations address issues identified during the audit that are not specific to TDA compliance. Each finding is presented with the elements identified within the 2011 *Government Auditing Standards* as well as one or more recommendations.

Given there are no functional findings, only compliance findings and recommendations are presented below.

#### **Compliance Finding 1: The LTC did not complete its fiscal audits for FY 2021/22 and FY 2022/23 prior to the June 30 deadline.**

**Criteria:** CCR 6662 requires each RTPA to submit a fiscal audit to the State Controller within 12 months of the end of the fiscal year.

**Condition:** The LTC's FY 2021/22 fiscal audit was completed on March 19, 2024, nearly nine months after the June 30, 2023 deadline. The FY 2022/23 fiscal audit was completed on January 10, 2025, more than six months late. At the time of this report, the FY 2023/24 audit had yet to be completed, but was not yet late (due June 30, 2025).

**Cause:** LTC staff indicated that the County consistently runs behind on its audits, which impacts the completion of the LTC audit.



**Effect:** Failure to submit the audit on time can result in the RTPA being out of compliance with the TDA.

**Recommendation:** Work with the County Auditor to ensure the LTC’s fiscal audits can be completed by the June 30 deadline.

**Recommended Action:** The LTC should work with the County Auditor’s office to ensure it is aware of the TDA deadline of June 30.

**Timeline:** FY 2024/25.

**Anticipated Cost:** None.

**Compliance Finding 2: The LTC’s State Controller Report for FY 2023/24 was submitted after the January 31 deadline.**

**Criteria:** PUC 99243 requires RTPAs submit their Financial Transaction Reports to the State Controller within seven months of the end of the fiscal year. Reports are typically due by January 31, though this deadline may be extended to February 1 or 2 if January 31 falls on a weekend.

**Condition:** The LTC submitted its FY 2023/24 State Controller Report on February 18, 2025, more than two weeks after the January 31 deadline. State Controller Reports for prior years were submitted on time.

**Cause:** The cause of the late submittal is unknown. Late submittals may be the result of miscommunications (e.g., if the letters from the State Controller are not addressed to the correct person), extenuating circumstances (such as staffing changes), or the required data not being available (e.g., waiting for a completed audit).

**Effect:** Failure to submit the report on time can result in the RTPA being out of compliance with the TDA.

**Recommendation:** Ensure the RTPA’s State Controller Financial Transaction Reports are submitted prior to the stated deadline.

**Recommended Action:** The LTC should ensure the Financial Transaction Reports are submitted on time regardless of who is responsible for preparing them. Given prior reports were submitted on time, it is likely this is a one-time occurrence. If future reports continue to be submitted on time, no further action is required.

**Timeline:** FY 2024/25 State Controller Report.

**Anticipated Cost:** None.





**Compliance Finding 3: The LTC did not certify completion of the ETSA audit to Caltrans upon its completion in 2023.**

**Criteria:** PUC 99246 requires each RTPA to submit its completed performance audit to Caltrans and certify in writing it has completed the audits of any operator to which it allocates TDA funding.

**Condition:** The LTC provided documentation that it had emailed its prior Triennial Performance Audit to Caltrans, but did not certify the audit of ETA the following year after it had been completed. Both audits were completed on time.

**Cause:** The most likely cause is the RTPA and operator audits being completed during different years. This requires the LTC to report them separately.

**Effect:** Failure to ensure both audits are reported to Caltrans could result in the RTPA being out of compliance with the TDA.

**Recommendation:** Ensure the LTC certifies the completion of the ETA's Triennial Performance Audit to Caltrans upon its completion.

**Recommended Action:** Designate an individual to be responsible for certifying the ETA's audit and program a reminder into the RTPA's calendar to ensure this is completed.

**Timeline:** Upon completion of ETA's next Triennial Performance Audit in 2026.

**Anticipated Cost:** None.

Exhibit 7.1 Audit Recommendations

TDA Compliance Recommendations		Importance	Timeline
1	Work with the County Auditor to ensure the LTC's fiscal audits can be completed by the June 30 deadline.	Medium	FY 2024/25
2	Ensure the RTPA's State Controller Financial Transaction Reports are submitted prior to the stated deadline.	High	FY 2024/25
3	Ensure the LTC certifies the completion of the ETA's Triennial Performance Audit to Caltrans upon its completion.	High	FY 2025/26



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## ESTA STAFF REPORT

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

### **Staffing**

Recruitment has slowed a little, but ESTA is still attracting talent. Long gone are the days of desperate hiring of just a few people for many more open positions.

### **Legislation**

AB 1070 would require ALL transit governing boards to demonstrate that they use public transit in order to be compensated for serving. In addition, the bill would require the addition of two non-voting members to the governing board. One for a transit user group and one from the employee labor organization. I am opposed as is the California Association for Coordinated Transit (CalACT).

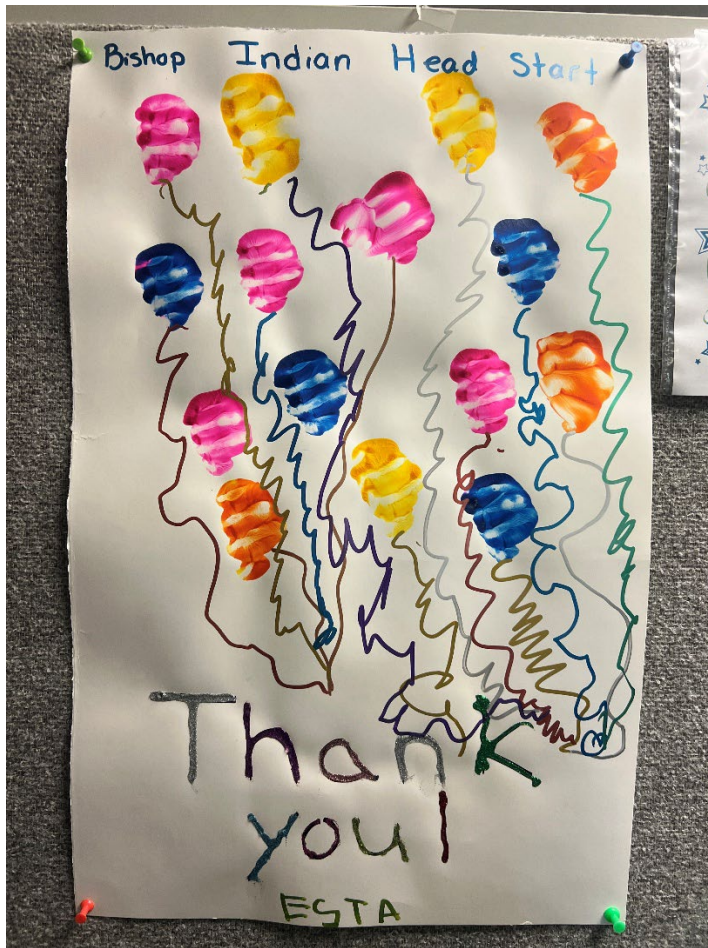
### **Marketing**

ESTA's community outreach is going strong. Our All Aboard! program is booked with around 20 events next year in both Inyo and Mono counties. On June 18<sup>th</sup>, children from Coleville drove an hour and a half to visit Mammoth Lakes and get the ESTA All Aboard! show. We assisted the Girl Scout troops 136, 332, and 606 with transportation and received this thank you banner:



Operations Supervisor, Brian Ognasty holds the banner from the Girl Scouts

Here we received a fist bump balloon poster from the Bishop Tribe:



### **Vehicles**

I have been waiting for over seven months to receive the Mammoth bus quote from Gillig. Once that is received, I will place the order for the Mammoth 40-foot buses.

We accepted delivery of two new Mammoth dial-a-ride buses last week. Watch for the new decals and fresh paint in Town.

### **Service**

The list below describes the future service expansion goals and service contraction ideas. Both are important planning tools in the case of a qualifying event.

### Service Expansion Goals

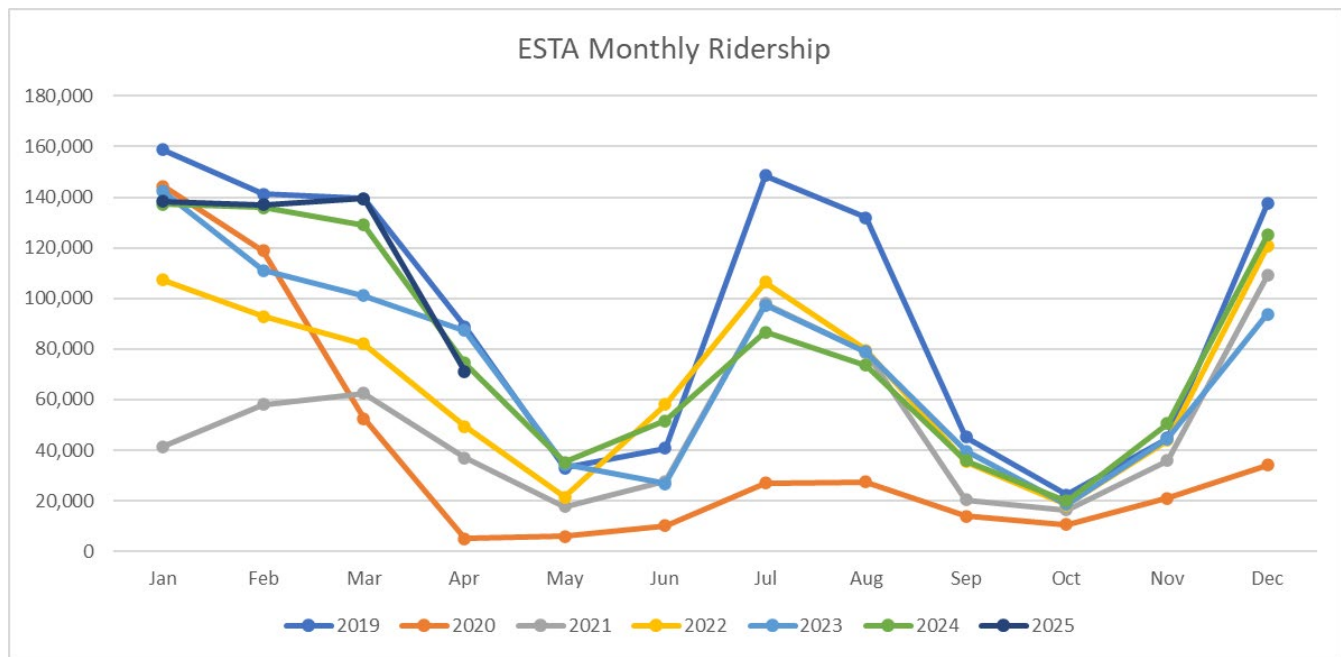
Route	Notes
Mammoth Express	Add trip from Bishop Airport at 10am to fill gap between 7:15am and 1:00pm
Mammoth Express	Add trip from Bishop Airport at 10am to fill gap between 1:00pm and 6:00pm.
June Lake Loop	This would also service plane arrivals better than the existing times.
395 Reno	Move people around June lake area.
	move to a larger bus with luggage storage. This route has grown significantly. An over-the-road coach is the next step.

### Service Contraction Ideas

Route	Notes
Benton	Low ridership
Walker DART	Low ridership

### Ridership

There were no significant service cancellations affecting ridership. The tables below show the ridership by month and year since pre-Covid. The chart below shows the 2019 dark blue line which has served as our ridership goal for the last six years. The ridership growth trend continues with increases year-over-year.



Historical Ridership Data							
Year	2019	2020	2021	2022	2023	2024	2025
Jan	158,754	144,341	41,512	107,382	142,382	137,144	138,412
Feb	141,240	118,822	58,171	92,870	111,066	135,978	136,960
Mar	139,505	52,582	62,457	82,051	100,995	128,995	139,458
Apr	88,883	5,086	37,046	49,395	87,321	74,479	71,091
May	32,963	5,970	17,744	21,511	34,378	35,293	
Jun	40,859	10,175	27,664	58,080	26,893	51,591	
Jul	148,430	27,061	98,102	106,363	97,231	86,605	
Aug	131,970	27,404	78,722	79,686	78,931	73,509	
Sep	45,200	13,952	20,362	35,385	39,788	35,921	
Oct	22,493	10,684	16,439	18,409	18,715	20,006	
Nov	44,798	21,122	35,868	43,835	44,608	50,538	
Dec	137,404	34,229	109,009	120,536	93,774	124,938	
Total	1,132,499	471,428	603,096	815,503	876,082	954,997	485,921

March Ridership Report							
Route	2020	2021	2022	2023	2024	2025	Difference
Benton	27.00	15.00	0.00	8.00	15.00	13.00	-2
Bishop DART	2,555.00	2,449.00	2,721.00	3,778.00	3,679.00	3,877.00	198
Bridgeport-Carson	20.00	6.00	16.00	10.00	8.00	23.00	15
Lancaster	254.00	217.00	390.00	716.00	427.00	598.00	171
Lone Pine-Bishop	182.00	236.00	235.00	304.00	255.00	268.00	13
Lone Pine DART	402.00	417.00	418.00	457.00	403.00	569.00	166
Mammoth Fixed	11,839.00	8,707.00	16,772.00	17,741.00	26,933.00	27,636.00	703
Mammoth DART	105.00	239.00	174.00	223.00	347.00	421.00	74
Mountain Resort	36,261.00	49,339.00	62,975.00	76,593.00	95,078.00	103,909.00	8,831
Mammoth Express	318.00	268.00	435.00	613.00	514.00	641.00	127
Night Rider	159.00	88.00	244.00	278.00	318.00	344.00	26
Reno	426.00	462.00	671.00	272.00	967.00	1,093.00	126
Walker DART	34.00	14.00	2.00	2.00	51.00	66.00	15
Total	52,582	62,457	85,053	100,995	128,995	139,458	10,463



April Ridership Report							
Route	2020	2021	2022	2023	2024	2025	Difference
Benton	2.00	24.00	5.00	6.00	9.00	11.00	2
Bishop DART	1,354.00	2,551.00	3,166.00	3,383.00	4,001.00	3,771.00	-230
Bridgeport-Carson	20.00	2.00	18.00	14.00	13.00	27.00	14
Lancaster	73.00	237.00	366.00	389.00	478.00	568.00	90
Lone Pine-Bishop	106.00	220.00	222.00	224.00	295.00	284.00	-11
Lone Pine DART	299.00	429.00	370.00	390.00	423.00	642.00	219
Mammoth Fixed	2,942.00	7,942.00	10,770.00	14,854.00	15,307.00	14,727.00	-580
Mammoth DART	28.00	213.00	200.00	248.00	369.00	497.00	128
Mountain Resort	0.00	24,841.00	33,145.00	66,474.00	51,720.00	48,635.00	-3,085
Mammoth Express	96.00	195.00	276.00	425.00	555.00	506.00	-49
Night Rider	57.00	178.00	236.00	303.00	247.00	264.00	17
Reno	84.00	467.00	607.00	597.00	998.00	1,089.00	91
Walker DART	25.00	10.00	14.00	14.00	64.00	70.00	6
Total	5,086	37,309	49,395	87,321	74,479	71,091	-3,388