



ESTA BOARD AGENDA

Regular Meeting

Friday, April 10, 2020 at 11:00am

In accordance with Executive Order N-29-20 the April 10, 2020 meeting will be held virtually.

The Agenda is available at www.estransit.com

Chairperson: Bob Gardner

Vice-Chairperson: Jim Ellis

Board Members:

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

Jeff Griffiths (Inyo County)
Jennifer Kreitz (Mono County)
Bill Sauser (Mammoth Lakes)
Bob Gardner (Mono County)

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

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

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

HOW TO LISTEN TO THE ESTA SPECIAL BOARD MEETING:

Listen to the meeting via phone by calling 669-900-9128 enter meeting code: 760-871-1901#. Remember, to eliminate feedback, use only one source of audio for the meeting, not both the phone and the computer.

Call to Order

Roll Call

Public Comment: The Board reserves this portion of the agenda for members of the public to address the Eastern Sierra Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. The Board will listen to all

communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

A. Information Agenda

- A-1 Executive Director Report
 - Reporting on ESTA activities and performance
- A-2 Financial Report
- A-3 Operations Report

B. Action Agenda

- B-1 Fare Changes (public meeting and Board approval)
- B-2 Bridgeport – Carson City Fare Changes
- B-3 Reds Meadow Permit
- B-4 Six-Month Service Review
- B-5 Covid-19 PTO Extension

C. Consent Agenda

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

- C-1 Approval of Regular Meeting Minutes of March 13, 2020
- C-2 Approval of Special Meeting Minutes of March 27, 2020
- C-3 Mountain Ski Resort Ticket Sales and Line Hosting Agreement

D. Board Member Comments

E. Closed Session

- E-1 Closed Session CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (number of cases: 1)

F. Adjournment

The next scheduled regular meeting will be May 8, 2020, Town of Mammoth Lakes Council Chambers 2520 Main St., Ste. Z, Mammoth Lakes, CA at 9:00 am. The agenda for the May 8th meeting will be posted April 28th at 9:00am. Check the agenda for meeting location changes.

STAFF REPORT

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

Safety:

We continue safe practices at the office and on the buses. Karie and I are working from home as much as possible. There are no known cases of Covid-19 at ESTA at this time. Many of our 65+ employees are staying home. Maggie Kingsbury of Bishop Quilters brought us homemade face masks as a true act of community kindness. Our very own Linda Robinson is also an expert seamstress and is making masks for employees.

Administration:

Employee of the Quarter

The program is sustained by coworker nominations and a selection committee comprised of drivers, office staff, and supervisors. Winners are selected for outstanding professionalism and customer service. This month's winner demonstrated a high degree of reliability and professionalism. He received several nominations from coworkers that stated he was always in a good mood and the passengers love him. Please join me in congratulating Wayne Berlie as this quarter's winner!

Funding Report

The CARES Act was signed into law and we are gathering documented expenses in anticipation of apply for funds to reimburse our administrative leave, emergency supplies, and fare losses.

ESTA and Community

ESTA helped IMACA to deliver groceries to 50 households in the Tri-valley area on April 1st. People that would normally stand in line we relieved to hear that the much-needed supplies were being delivered to their homes.

STAFF REPORT

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

The year-to-date roll-up and fund balance reports for the 2019/20 fiscal year are included on the following pages. Reports are as of April 1, 2020.

Fuel cost per gallon has been running at about 24% below budget, however, the low actual expense on the financial report for fuel and maintenance is primarily a result of not yet being in receipt of billings from the Town of Mammoth Lakes for the months of February and March.

The table below summarizes the year-to-date revenue and the expenses by major expense category.

ESTA Operating Expenses FY 19/20			
% of fiscal year →			75.1%
Category	Budget	Actual Year To Date	% of Budget
Total Revenue	5,452,119	3,384,657	62.1%
EXPENSES			
Total Salaries	2,147,694	1,407,894	65.6%
Total Benefits	770,029	425,161	55.2%
Total Insurance	323,760	297,601	91.9%
Total Maintenance	644,789	373,866	58.0%
Facilities	257,274	174,580	67.9%
Total Services	213,874	121,531	56.8%
Fuel	632,751	306,069	48.4%
Other	278,758	55,771	20.0%
Total Expenses	5,268,929	3,162,472	60.0%

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

Ledger: GL

As of 4/1/2020

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 153298 - ESTA - BUDGET						
OPERATING						
Revenue						
Expenditure						
NET OPERATING		0.00	0.00	0.00	0.00	
CAPITAL ACCOUNT						
Revenue						
Expenditure						
NET CAPITAL ACCOUNT		0.00	0.00	0.00	0.00	
Key: 153299 - EASTERN SIERRA TRANSIT						
OPERATING						
Revenue						
4061	LOCAL TRANSPORTATION TAX	1,272,738.00	963,884.37	0.00	308,853.63	75.73
4065	STATE TRANSIT ASST	503,314.00	132,919.06	0.00	370,394.94	26.41
4301	INTEREST FROM TREASURY	24,000.00	19,838.60	0.00	4,161.40	82.66
4498	STATE GRANTS	35,355.00	35,355.00	0.00	0.00	100.00
4499	STATE OTHER	70,940.00	29,204.27	0.00	41,735.73	41.16
4555	FEDERAL GRANTS	515,601.00	4,287.85	0.00	511,313.15	0.83
4599	OTHER AGENCIES	965,703.00	609,727.64	0.00	355,975.36	63.13
4747	INSURANCE PAYMENTS	0.00	1,816.77	0.00	(1,816.77)	0.00
4819	SERVICES & FEES	2,052,468.00	1,577,888.20	0.00	474,579.80	76.87
4959	MISCELLANEOUS REVENUE	12,000.00	9,735.58	0.00	2,264.42	81.12
Revenue Total:		5,452,119.00	3,384,657.34	0.00	2,067,461.66	62.1
Expenditure						
5001	SALARIED EMPLOYEES	1,510,603.00	922,162.57	0.00	588,440.43	61.04
5003	OVERTIME	83,106.00	51,326.88	0.00	31,779.12	61.76
5005	HOLIDAY OVERTIME	137,696.00	91,613.15	0.00	46,082.85	66.53
5012	PART TIME EMPLOYEES	416,289.00	342,791.30	0.00	73,497.70	82.34
5021	RETIREMENT & SOCIAL SECURITY	51,858.00	29,884.47	0.00	21,973.53	57.62
5022	PERS RETIREMENT	221,020.00	130,176.42	0.00	90,843.58	58.89
5031	MEDICAL INSURANCE	306,000.00	142,263.92	0.00	163,736.08	46.49
5043	OTHER BENEFITS	39,398.00	21,495.75	0.00	17,902.25	54.56
5045	COMPENSATED ABSENCE EXPENSE	146,000.00	98,709.28	0.00	47,290.72	67.60
5047	EMPLOYEE INCENTIVES	5,753.00	2,630.73	0.00	3,122.27	45.72
5111	CLOTHING	10,600.00	764.41	0.00	9,835.59	7.21
5152	WORKERS COMPENSATION	102,180.00	101,122.00	0.00	1,058.00	98.96
5154	UNEMPLOYMENT INSURANCE	43,000.00	17,937.96	0.00	25,062.04	41.71
5158	INSURANCE PREMIUM	178,580.00	178,541.00	0.00	39.00	99.97
5171	MAINTENANCE OF EQUIPMENT	613,789.00	369,915.77	0.00	243,873.23	60.26
5173	MAINTENANCE OF EQUIPMENT-	19,500.00	3,950.34	0.00	15,549.66	20.25
5191	MAINTENANCE OF STRUCTURES	11,500.00	0.00	0.00	11,500.00	0.00
5211	MEMBERSHIPS	2,300.00	890.00	0.00	1,410.00	38.69
5232	OFFICE & OTHER EQUIP < \$5,000	15,500.00	1,163.22	0.00	14,336.78	7.50
5238	OFFICE SUPPLIES	8,000.00	4,818.38	0.00	3,181.62	60.22
5253	ACCOUNTING & AUDITING SERVICE	49,750.00	28,537.50	0.00	21,212.50	57.36
5260	HEALTH - EMPLOYEE PHYSICALS	5,890.00	4,364.00	0.00	1,526.00	74.09
5263	ADVERTISING	53,700.00	26,324.23	0.00	27,375.77	49.02
5265	PROFESSIONAL & SPECIAL SERVICE	104,534.00	62,304.89	0.02	42,229.09	59.60
5291	OFFICE, SPACE & SITE RENTAL	194,648.00	140,151.74	0.00	54,496.26	72.00

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

Ledger: GL

As of 4/1/2020

Object	Description	Budget	Actual	Encumbrance	Balance	%
5311	GENERAL OPERATING EXPENSE	60,440.00	31,116.12	0.00	29,323.88	51.48
5326	LATE FEES & FINANCE CHARGES	0.00	(27.06)	0.00	27.06	0.00
5331	TRAVEL EXPENSE	14,600.00	6,754.47	0.00	7,845.53	46.26
5332	MILEAGE REIMBURSEMENT	32,468.00	10,291.27	0.00	22,176.73	31.69
5351	UTILITIES	62,626.00	34,427.93	0.00	28,198.07	54.97
5352	FUEL & OIL	632,751.00	306,069.34	0.00	326,681.66	48.37
5539	OTHER AGENCY CONTRIBUTIONS	60,000.00	0.00	0.00	60,000.00	0.00
5901	CONTINGENCIES	74,850.00	0.00	0.00	74,850.00	0.00
	Expenditure Total:	<u>5,268,929.00</u>	<u>3,162,471.98</u>	<u>0.02</u>	<u>2,106,457.00</u>	<u>60.02</u>
NET OPERATING		<u>183,190.00</u>	<u>183,206.36</u>	<u>(0.02)</u>	<u>(16.34)</u>	
NON-OPERATING						
Revenue						
4085	TRANSACTION & USE TAX	0.00	0.00	0.00	0.00	0.00
	Revenue Total:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(0.00)</u>	<u>0.00</u>
NET NON-OPERATING		<u>0.00</u>		<u>0.00</u>	<u>(38,979.00)</u>	
CAPITAL ACCOUNT						
Revenue						
4066	PTMISEA	278,742.00	0.00	0.00	278,742.00	0.00
4067	STATE TRANSIT ASST-CAPITAL	160,952.00	0.00	0.00	160,952.00	0.00
4495	STATE GRANTS - CAPITAL	61,568.00	61,568.00	0.00	0.00	100.00
4557	FEDERAL GRANTS - CAPITAL	705,957.00	0.00	0.00	705,957.00	0.00
	Revenue Total:	<u>1,207,219.00</u>	<u>61,568.00</u>	<u>0.00</u>	<u>1,145,651.00</u>	<u>5.09</u>
Expenditure						
5640	STRUCTURES & IMPROVEMENTS	707,071.00	0.00	0.00	707,071.00	0.00
5650	EQUIPMENT	101,568.00	8,105.96	0.00	93,462.04	7.98
5655	VEHICLES	432,672.00	35,003.53	0.00	397,668.47	8.09
	Expenditure Total:	<u>1,241,311.00</u>	<u>43,109.49</u>	<u>0.00</u>	<u>1,198,201.51</u>	<u>3.47</u>
NET CAPITAL ACCOUNT		<u>(34,092.00)</u>	<u>18,458.51</u>	<u>0.00</u>	<u>(52,550.51)</u>	
TRANSFERS						
Revenue						
Expenditure						
5798	CAPITAL REPLACEMENT	158,990.00	0.00	0.00	158,990.00	0.00
	Expenditure Total:	<u>158,990.00</u>	<u>0.00</u>	<u>0.00</u>	<u>158,990.00</u>	<u>0.00</u>
NET TRANSFERS		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
153299 Total:		<u>(9,892.00)</u>	<u>240,643.87</u>	<u>(0.02)</u>	<u>(250,535.85)</u>	

COUNTY OF INYO
UNDESIGNATED FUND BALANCES

AS OF 06/30/2020

	Claim on Cash 1000	Accounts Receivable 1100,1105,1160	Loans Receivable 1140	Prepaid Expenses 1200	Accounts Payable 2000	Loans Payable 2140	Deferred Revenue 2200	Computed Fund Balance	Encumbrances	Fund Balance Undesignated
ESTA - EASTERN SIERRA TRANSIT AUTHORI										
1532 EASTERN SIERRA TRANSIT	3,016,599	51,436	23,500		52,918			3,038,617		3,038,617
1533 ESTA ACCUMULATED	1,214,588							1,214,588		1,214,588
1534 ESTA GENERAL RESERVE	523,528							523,528		523,528
1535 ESTA BUDGET STAB	209,409							209,409		209,409
1536 REDS MEADOW ROAD	110,555							110,555		110,555
6813 JARC-LONE PINE/BISHOP	21,254					3,000		18,254		18,254
6814 JARC-MAMMOTH EXPRESS	46,946							46,946		46,946
6817 GOOGLE TRANSIT PHASE 2	55							55		55
6818 CAPP-CLEAN AIR PROJECT	2,923							2,923		2,923
6819 MOBILITY MANAGEMENT 14	2,227							2,227		2,227
6820 NON-EMERGENCY TRAN REIM	4,786				172	15,500		(10,886)		(10,886)
6821 BISHOP YARD-ESTA	170					5,000		(4,830)		(4,830)
6822 LCTOP-ELECTRIC VEHICLE	88,643							88,643		88,643
6823 PTMISEA-CAPITAL PROJECT						1		(1)		(1)
6824 ESTA-LCTOP	10,198				185			10,013		10,013
ESTA Totals	5,251,881	51,436	23,500		53,275	23,501		5,250,041		5,250,041
Grand Totals	5,251,881	51,436	23,500		53,275	23,501		5,250,041		5,250,041

STAFF REPORT

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

Executive Summary

Overall ridership decreased in February compared to last year. Noteworthy variances are a decrease in the Mammoth routes. Road calls (0) and customer comments (5), Bishop DAR, and preventable accidents met the monthly goals. We missed 12 trips in February due to driver shortages and chain installation.

	Feb-20	Jan-20	Percent Change	Feb-19	Percent Change
PASSENGERS					
Adult	112,774	128,043	-11.9%	126,493	-10.8%
Senior	1,787	1,957	-8.7%	1,613	10.8%
Disabled	723	697	3.7%	704	2.7%
Wheelchair	288	275	4.7%	240	20.0%
Child	10,651	13,160	-19.1%	12,610	-15.5%
Child under 5	166	209	-20.6%	284	-41.5%
Total Passengers	126,389	144,341	-12.4%	141,944	-11.0%
FARES	\$27,122.98	\$31,613.95	-14.2%	\$33,706.85	-19.5%
SERVICE MILES	77,563	84,337	-8.0%	73,028	6.2%
SERVICE HOURS	4,939	5,436	-9.2%	4,874	1.3%
Passengers per Hour	25.59	26.55	-3.6%	29.12	-12.1%

RIDERSHIP COMPARISON				
REPORT MONTH - THIS YEAR/LAST YEAR				
Route	Feb-20	Feb-19	Variance	% Change
Mammoth Express	405	446	-41	-9.2%
Lone Pine Express	213	174	39	22.4%
Lone Pine DAR	450	331	119	36.0%
Tecopa	22	8	14	175.0%
Walker DAR	45	94	-49	-52.1%
Bridgeport to G'Ville	18	14	4	28.6%
Benton to Bishop	38	33	5	15.2%
Bishop DAR	3,399	3,279	120	3.7%
Nite Rider	276	300	-24	-8.0%
Mammoth FR	25,725	27,317	-1,592	-5.8%
Mammoth DAR	121	309	-188	-60.8%
Reno	457	408	49	12.0%
Lancaster	310	378	-68	-18.0%
MMSA	94,668	108,157	-13,489	-12.5%
TOTALS	126,389	141,944	-15,555	-11.0%

PASSENGERS PER SERVICE HOUR				
REPORT MONTH - THIS YEAR/LAST YEAR				PAX MILES/
Route	Feb-20	Feb-19	% Change	SVC HOUR
Mammoth Express	5.54	6.17	-10.3%	
Lone Pine Express	2.33	1.96	19.2%	
Lone Pine DAR	3.36	2.49	35.2%	
Tecopa	1.48	0.60	148.7%	
Walker DAR	0.31	0.69	-55.3%	
Bridgeport to G'Ville	0.78	0.53	49.1%	
Benton to Bishop	2.71	2.13	27.2%	
Bishop DAR	4.01	3.97	0.8%	
Nite Rider	4.56	5.04	-9.5%	
Mammoth FR	29.75	33.09	-10.1%	
Mammoth DAR	0.75	2.11	-64.5%	
Reno	1.93	1.61	20.2%	151.15
Lancaster	1.55	1.86	-16.5%	162.36
MMSA	46.10	55.16	-16.4%	
Total	25.59	29.12	-12.1%	

Route	Fares	Adults	Snr	Dis	W/C	Child	Free	Total Pax	Yd Hrs	Svc Hours	Yd Mi	SVC MILES	AVG FARE	REV/SVC MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI
Feb-20																	
Mammoth Express	\$2,078.00	378	23	0	0	3	1	405	86	73	3,397	3,301	5.13	.63	5.54	46.4	0.12
Lone Pine Express	\$1,079.97	11	89	12	1	0	0	213	105	91	4,845	4,229	5.07	.26	2.33	53.1	0.05
Lone Pine DAR	\$1,144.20	19	284	50	16	81	0	450	140	134	1,558	1,554	2.54	.74	3.36	11.6	0.29
Tecopa	\$75.00	0	22	0	0	0	0	22	15	15	333	333	3.41	.23	1.48	22.4	0.07
Walker DAR	\$160.80	25	0	19	1	0	0	45	152	146	715	568	3.57	.28	.31	4.9	0.08
Bridgeport to G'Ville	\$96.00	0	6	12	0	0	0	18	24	23	430	416	5.33	.23	.78	18.7	0.04
Benton to Bishop	\$197.00	10	20	6	0	0	2	38	28	14	1,272	642	5.18	.31	2.71	90.6	0.06
Specials	\$0.00	242	0	0	0	0	0	242	18	17	70	58	N/A	N/A			
Bishop DAR	\$8,045.00	1,238	1,23	508	260	31	13	3,399	913	849	10,004	9,165	2.37	.88	4.01	11.8	0.37
Nite Rider	\$1,110.60	201	7	50	9	7	2	276	62	61	868	847	4.02	1.3	4.56	14.3	0.33
Mammoth FR	\$0.00	24,090	0	40	0	1,595	0	25,725	918	865	11,534	10,957	N/A	N/A	29.75	13.3	2.35
Mammoth DAR	\$299.40	89	0	4	0	4	24	121	163	162	562	500	2.47	.60	.75	3.5	0.24
Reno	\$7,786.50	353	57	8	1	35	3	457	253	237	10,56	10,419	17.04	.75	1.93	44.6	0.04
Lancaster	\$5,050.51	242	48	12	0	5	3	310	220	200	9,607	9,482	16.29	.53	1.55	48.0	0.03
MMSA	\$0.00	85,776	0	2	0	8,890	0	94,668	2,15	2,054	26,343	25,092	N/A	N/A	46.10	12.8	3.77
Total	\$27,122.98	112,774	1,787	723	288	10,65	166	126,389	5,249	4,939	82,099	77,563	.21	.35	25.59	16.6	1.63
Feb-19																	
Mammoth Express	\$2,464.00	407	26	3	1	6	3	446	82	72	3,094	3,013	5.52	.82	6.17	42.8	0.15
Lone Pine Express	\$896.00	104	38	14	13	4	1	174	108	89	4,521	4,106	5.15	.22	1.96	50.9	0.04
Lone Pine DAR	\$885.00	13	163	55	41	59	0	331	139	133	1,456	1,456	2.67	.61	2.49	10.9	0.23
Tecopa	\$41.00	2	6	0	0	0	0	8	13	13	267	267	5.13	.15	.60	19.9	0.03
Walker DAR	\$228.30	1	4	89	0	0	0	94	145	136	476	360	2.43	.63	.69	3.5	0.26
Bridgeport to G'Ville	\$77.00	0	8	6	0	0	0	14	32	27	864	584	5.50	.13	.53	32.4	0.02
Benton to Bishop	\$188.00	13	14	6	0	0	0	33	30	16	1,266	680	5.70	.28	2.13	81.7	0.05
Specials	\$0.00	220	0	0	0	34	0	254	21	20	62	50	N/A	N/A			
Bishop DAR	\$7,611.00	1,217	1,22	431	168	84	158	3,279	892	825	9,335	8,586	2.32	.89	3.97	11.3	0.38
Nite Rider	\$1,229.40	242	16	35	5	2	0	300	63	60	967	967	4.10	1.27	5.04	16.3	0.31
Mammoth FR	\$0.00	25,213	0	0	0	2,104	0	27,317	878	826	10,44	9,542	N/A	N/A	33.09	12.6	2.86
Mammoth DAR	\$572.40	178	10	0	0	1	120	309	147	146	568	505	1.85	1.13	2.1	3.9	0.61
Reno	\$6,658.00	310	43	31	1	12	1	408	276	254	11,082	10,568	16.32	.63	1.6	43.6	0.04
Lancaster	\$6,656.75	294	64	16	1	2	1	378	227	204	9,525	9,253	17.6	.72	1.86	46.8	0.04
MMSA	\$0.00	97,837	0	18	0	10,302	0	108,157	2,078	1,96	22,128	20,696	.00	.00	55.16	11.3	5.23
Total	\$33,706.85	126,493	1,613	704	240	12,610	284	141,944	5,245	4,874	78,681	73,028	.24	.46	29.12	16.1	1.94

VARIANCE BY ROUTE (RAW NUMBERS) – February 2020 to February 2019																	
ROUTES	FARES	ADULTS	SNR	DIS	W/C	CHILD	FREE	TOTAL PAX	YD HOURS	SVC HOURS	YD MILES	SVC MILES	AVG FARE	REV/SV C MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI
Mammoth Express	-\$386.00	-29	-3	-3	-1	-3	-2	-41	4	1	303	288	-0.39	-0.19	-0.63	3.62	-0.03
Lone Pine Express	\$183.97	7	51	-2	-12	-4	-1	39	-3	2	324	123	-0.08	0.04	0.38	2.23	0.01
Lone Pine DAR	\$259.20	6	121	-5	-25	22	0	119	1	1	102	98	-0.13	0.13	0.88	0.70	0.06
Tecopa	\$34.00	-2	16	0	0	0	0	14	1	1	66	66	-1.72	0.07	0.89	2.55	0.04
Walker DAR	-\$67.50	24	-4	-70	1	0	0	-49	8	10	239	208	1.14	-0.35	-0.38	1.41	-0.18
Bridgeport to G'Ville	\$19.00	0	-2	6	0	0	0	4	-8	-4	-434	-168	-0.17	0.10	0.26	-13.70	0.02
Benton to Bishop	\$9.00	-3	6	0	0	0	2	5	-2	-1	6	-38	-0.51	0.03	0.58	8.96	0.01
Bishop DAR	\$434.00	21	10	77	92	-53	-27	120	21	23	669	579	0.05	-0.01	0.03	0.48	-0.01
Nite Rider	-\$118.80	-41	-9	15	4	5	2	-24	-1	1	-99	-120	-0.07	0.04	-0.48	-1.90	0.02
Mammoth FR	\$0.00	-1123	0	40	0	-509	0	-1592	40	39	1093	1415	N/A	N/A	-3.34	0.69	-0.52
Mammoth DAR	-\$273.00	-89	-10	4	0	3	-96	-188	16	15	-6	-5	0.62	-0.53	-1.36	-0.40	-0.37
Reno	\$1,128.50	43	14	-23	-10	23	2	49	-23	-17	-521	-149	0.72	0.12	0.32	0.97	0.01
Lancaster	-\$1,606.24	-52	-16	-4	-1	3	2	-68	-6	-4	82	229	-1.32	-0.19	-0.31	1.27	-0.01
MMSA	\$0.00	-12,061	0	-16	0	-1,412	0	-13,489	72	93	4,215	4,396					

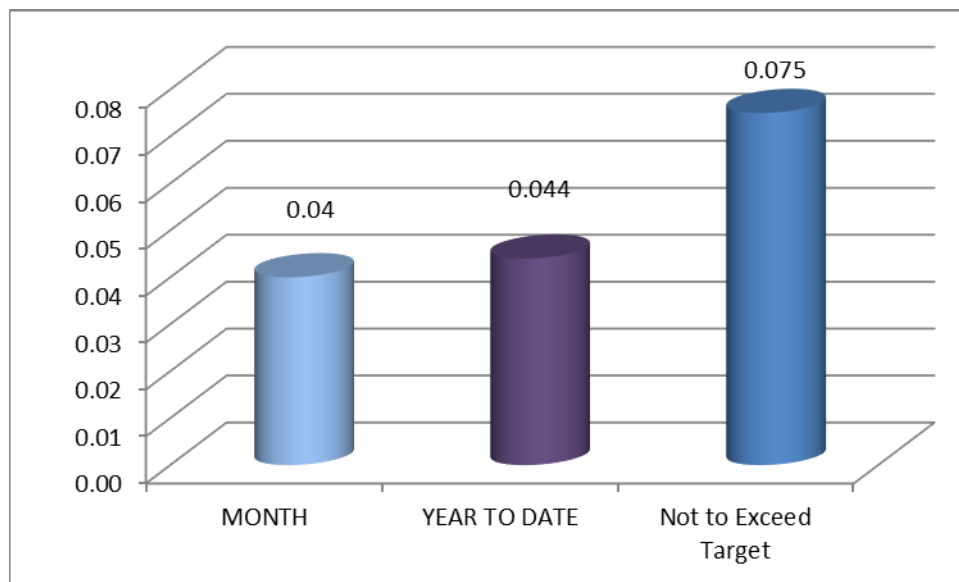
VARIANCE BY ROUTE (PERCENTAGE) – February 2020 to February 2019																	
ROUTES	FARES	ADULTS	SNR	DIS	W/C	CHILD	FREE	TOTAL PAX	YD HOURS	SVC HOURS	YD MILES	SVC MILES	AVG FARE	REV/SV C MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI
Mammoth Express	-16%	-7%	-12%	-100%	-100%	-50%	-67%	-9%	5%	1%	10%	10%	-7%	-23%	-10%	8%	-17%
Lone Pine Express	21%	7%	134%	-14%	-92%	-100%	-100%	22%	-3%	3%	7%	3%	-2%	17%	19%	4%	19%
Lone Pine DAR	29%	46%	74%	-9%	-61%	37%		36%	0%	1%	7%	7%	-5%	21%	35%	6%	27%
Tecopa	83%	-100%	267%					175%	11%	11%	25%	25%	-33%	47%	149%	13%	120%
Walker DAR	-30%	2400%	-100%	-79%				-52%	5%	7%	50%	58%	47%	-55%	-55%	40%	-70%
Bridgeport to G'Ville	25%		-25%	100%				29%	-25%	-14%	-50%	-29%	-3%	75%	49%	-42%	80%
Benton to Bishop	5%	-23%	43%	0%				15%	-6%	-9%	0%	-6%	-9%	11%	27%	11%	22%
Bishop DAR	5.7%	1.7%	0.8%	17.9%	54.8%	-63.1%	-17.1%	3.7%	2.4%	2.8%	7.2%	6.7%	2.0%	-1.0%	0.8%	4.2%	-2.9%
Nite Rider	-10%	-17%	-56%	43%	80%	250%		-8%	-1%	2%	-10%	-12%	-2%	3%	-10%	-12%	5%
Mammoth FR		-4%				-24%		-6%	5%	5%	10%	15%	N/A	N/A	-10%	5%	-18%
Mammoth DAR	-48%	-50%	-100%			300%	-80%	-61%	11%	10%	-1%	-1%	34%	-47%	-65%	-10%	-60%
Reno	17%	14%	33%	-74%	-91%	192%	200%	12%	-8%	-7%	-5%	-1%	4%	19%	20%	2%	14%
Lancaster	-24%	-18%	-25%	-25%	-100%	150%	200%	-18%	-3%	-2%	1%	2%	-7%	-26%	-16%	3%	-20%
MMSA		-12%		-89%		-14%		-12%	3%	5%	19%	21%					

Customer Comments

There were five comments received for the month of February 2020.

- 2/2: Customer left message to complain that two Night Trolleys had passed him at Juniper Spring Resort. Attempts was made to contact.
- 2/17: Customer called to complain that a bus nearly hit him as it was exiting Juniper Springs Resort. Driver also report the incident, stating that a person ran out in front of the bus.
- 2/18: Customer called to complain that no bus came for him the previous day despite having a reservation. Previous day was a service holiday (President's Day) and a reservation was accidentally made. Comped ride for customer on the following day.
- 2/19: Customer called to complain that they could not get a standing pickup early in the morning everyday from Bishop Dial-a-Ride. Reservation policy explained to the customer.
- 2/29: Customer called to complain that he and his wife were accosted by a Red Line driver for allowing their groceries to block the aisle. Driver counselled.

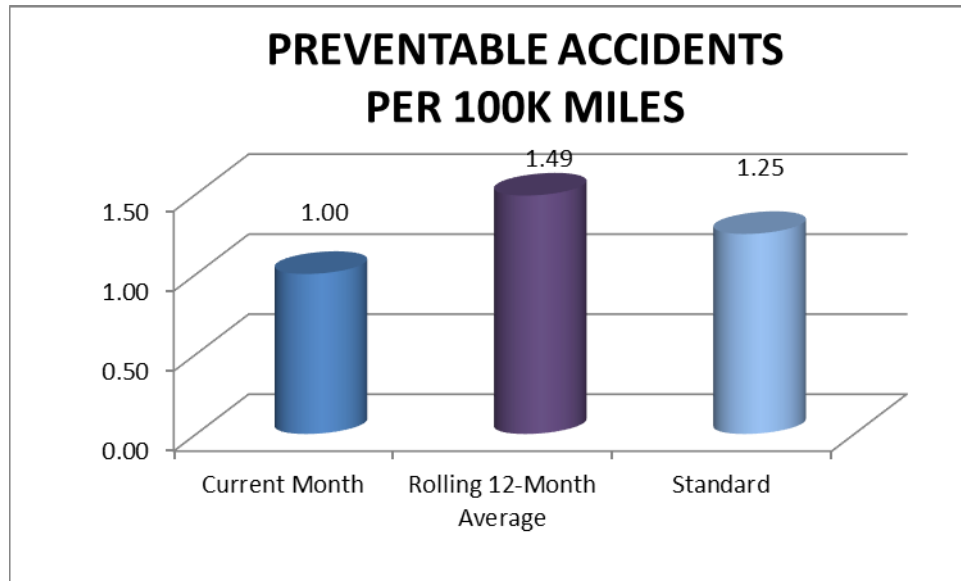
COMPLAINTS PER 1,000 PASSENGERS



Accident/Incidents

There was one preventable accident in February 2020.

- 2/7: Red Line driver struck a bust stop pole with the mirror of the bus, breaking the mirror housing.



Road Call Frequency

There were no road calls during the month of February 2020 where a service vehicle had to be called to repair in place or tow a transit vehicle. There were 8 vehicle exchanges during the month of February 2020 due to mechanical issues requiring a replacement transit vehicle be placed into service. The average Road Call frequency is 0.65 per 100,00 miles.

Date	Road Calls	Bus Exchange	Miles	Road Calls / 100K Miles
Mar-19	0	7	88385	0.00
Apr-19	2	6	85782	2.33
May-19	1	5	66050	1.51
Jun-19	1	8	65973	1.52
Jul-19	1	16	105637	0.95
Aug-19	0	11	109797	0.00
Sep-19	0	12	72042	0.00
Oct-19	1	8	68833	1.45
Nov-19	0	8	66663	0.00
Dec-19	0	6	86491	0.00
Jan-20	0	5	89448	0.00
Feb-20	0	8	82099	0.00

Missed Runs

There were 12 missed/late runs in February 2020.

- 2/2: Purple Line missed 1 run due to mechanical issue (Check Engine Lamp).
- 2/5: Walker DAR reduced hours due to staffing.
- 2/12: Walker DAR reduced hours due to staffing.
- 2/12: Night Trolley missed 1 run due to mechanical issue (Electrical)
- 2/14: Night Rider missed 1 runs due to staffing.
- 2/15: Night Rider missed 1 runs due to staffing.
- 2/18: Night Trolley missed 2 runs due to staffing.
- 2/19: Walker DAR reduced hours due to staffing.
- 2/23: Red Line missed one run due to mechanical issue (Suspension Damage)
- 2/26: Walker DAR reduced hours due to staffing.
- 2/29: Night Trolley missed one run due to minor accident.

Bishop Area Dial-A-Ride Wait Times

Wait times for the Bishop Area Dial-A-Ride

*Excludes Nite Rider and first two weekends of February 2020

FEBRUARY 2020			
		PERCENT	GOAL
IMMEDIATE RESPONSE TRIPS			
Total Trips:	2,392	83.5%	
Average Wait Time (min.):	15		< 20 Minutes
Trips > 30 Minute Wait:	118	4.9%	< 5%
ADVANCE RESERVATION TRIPS			
Total Trips:	471	16.5%	
On Time Trips (± 10 min.)	338	71.8%	
TOTAL SCHEDULED TRIPS			
No-Shows Including Checkpoints	238	8.3%	
No-Shows Excluding Checkpoints	156	5.4%	
Cancellations	102	3.6%	

STAFF REPORT

Subject: Public Hearing – Fare Changes
 Presented by: Phil Moores, Executive Director

BACKGROUND:

ESTA’s Title IV Program requires public participation before raising fares or making service changes of 25% or more on a single route or all routes. This agenda item serves as the end of the public participation period which began March 30th. The hearing was posted online, in the paper, and physically in Walker and Mammoth Lakes. The posting was in both English and Spanish. The fare changes were also discussed at Regional Planning Advisory Committees and the Local Transportation Commission in Mono County. Finally, there were emails that included the Forest Service, National Park Service, The ESTA Board, Mono County LTC, and Walker Senior Center contacts. A sample of the posting is attached.

ANALYSIS/DISCUSSION:

The Bridgeport to Gardnerville route was extended to Carson City last year through the Unmet Needs process. There were no subsequent fares determined for the extension. During the analysis of the existing fare structure for the route, some inequities and omissions were discovered. The following tables demonstrate the current and proposed changes:

Current Fare Structure				
	Bridgeport	Walker	Coleville	Gardnerville
	Adult / Discount	Adult / Discount	Adult / Discount	Adult / Discount
Bridgeport	—	\$5.50 / \$4.50	\$6.00 / \$5.00	\$13.00 / \$10.75
Walker	\$5.50 / \$4.50	—	\$2.50 / \$2.00	\$6.50 / \$5.50
Coleville	\$6.00 / \$5.00	\$2.50 / \$2.00	—	\$6.00 / \$5.00
Gardnerville	\$13.00 / \$10.75	\$6.50 / \$5.50	\$6.00 / \$5.00	—

NEW SERVICE TO CARSON CITY							
	Bridgeport	Walker	Coleville	Topaz	Holbrook	Gardnerville	Carson City
Bridgeport	X	5.50/4.50	6.00/5.00	7.50/6.50	8.00/7.00	13.00/11.00	17.00/15.00
Walker	5.50/4.50	X	3.00/2.50	4.00/3.00	4.50/3.50	6.50/5.50	10.50/9.50
Coleville	6.00/5.00	3.00/2.50	X	3.50/2.50	4.00/3.00	6.00/5.00	10.00/8.75
Topaz	7.50/6.50	4.00/3.00	3.50/2.50	X	3.00/2.50	5.00/4.00	9.00/8.00
Holbrook	8.00/7.00	4.50/3.50	4.00/3.00	3.00/2.50	X	4.50/3.50	8.50/7.50
Gardnerville	13.00/11.00	6.50/5.50	6.00/5.00	5.00/4.00	4.50/3.50	X	6.50/5.50
Carson City	17.00/15.00	10.50/9.50	10.00/8.75	9.00/8.00	8.50/7.50	6.50/5.50	X
	Decrease		Increase		New		

The Reds Meadow Shuttle has experienced losses the last two years. In addition, the route faces the following challenges over the next few years:

1. Covid-19 will reduce revenue, although we do not know how much.
2. Road construction is scheduled to begin in the next two years and will reduce our access and the valleys capacity for visitors.
3. The 35 and 40-foot buses that operate the route are aging and the replacement of the vehicles must be considered.

The following fares changes are recommended:

	<u>Current</u>	<u>Proposed</u>
Adult (over 15 years old) Daily Pass:	\$8.00	\$10.00
Child (aged 3 – 15 years old) Daily Pass:	\$4.00	\$5.00
Infant (<2 years old):	Free	Free
Adult 3-day Pass:	\$16.00	\$20.00
Child 3-day Pass:	\$8.00	\$10.00
Adult Season Pass:	\$40.00	\$50.00
Child Season Pass:	\$20.00	\$25.00

There was one comment from the public on Facebook at the time this report was written. A former bus driver stated that the drivers should be paid more.

FINANCIAL CONSIDERATIONS

The Bridgeport to Carson City fare changes are expected to have a minor effect on revenue due the relatively low ridership. The Reds Meadow revenue is expected to increase around \$108k per year. Last year the Reds Meadow shuttle lost around \$25k.

RECOMMENDATION 1

The Board is requested to open the public hearing at this time for the Bridgeport to Carson City and Reds Meadow Shuttle fare changes described, and hear any comments.

RECOMMENDATION 2

The Board is requested to officially close the public comment period for the Bridgeport to Carson City and Reds Meadow Shuttle fare changes.



PUBLIC NOTICE

Eastern Sierra Transit Authority is proposing fare increases on Reds Meadow Shuttle service and Bridgeport - Carson City service. The comment period is March 30, 2020, to April 10, 2020.

REDS MEADOW SHUTTLE

The following fare changes are proposed:

	<u>Current</u>	<u>Proposed</u>
Adult (over 15 years old) Daily Pass:	\$8.00	\$10.00
Child (aged 3 – 15 years old) Daily Pass:	\$4.00	\$5.00
Infant (<2 years old):	Free	Free
Adult 3-day Pass:	\$16.00	\$20.00
Child 3-day Pass:	\$8.00	\$10.00
Adult Season Pass:	\$40.00	\$50.00
Child Season Pass:	\$20.00	\$25.00

BRIDGEPORT – CARSON CITY

The following fare changes are proposed:

NEW SERVICE TO CARSON CITY							
	Bridgeport	Walker	Coleville	Topaz	Holbrook	Gardnerville	Carson City
Bridgeport	X	5.50/4.50	6.00/5.00	7.50/6.50	8.00/7.00	13.00/11.00	17.00/15.00
Walker	5.50/4.50	X	3.00/2.50	4.00/3.00	4.50/3.50	6.50/5.50	10.50/9.50
Coleville	6.00/5.00	3.00/2.50	X	3.50/2.50	4.00/3.00	6.00/5.00	10.00/8.75
Topaz	7.50/6.50	4.00/3.00	3.50/2.50	X	3.00/2.50	5.00/4.00	9.00/8.00
Holbrook	8.00/7.00	4.50/3.50	4.00/3.00	3.00/2.50	X	4.50/3.50	8.50/7.50
Gardnerville	13.00/11.00	6.50/5.50	6.00/5.00	5.00/4.00	4.50/3.50	X	6.50/5.50
Carson City	17.00/15.00	10.50/9.50	10.00/8.75	9.00/8.00	8.50/7.50	6.50/5.50	X
	Decrease		Increase		New		

To provide comment, use the following opportunities:

- Public Meetings:
 1. March 30, 2020, Town/County Conference Room, Minaret Village Mall, 437 Old Mammoth Rd. Ste 202, above Giovanni's Pizzeria. 11am
 2. April 10, 2020, City of Bishop Council Chambers, 301 West Line St, Bishop, California. 11am
- Contact ESTA Directly:
 - Email – info@estransit.com
 - Phone – 760-872-1901 ext. 12
 - Facebook – Eastern Sierra Transit

STAFF REPORT

Subject: Bridgeport-Carson City and Reds Meadow Fare Changes
 Presented by: Phil Moores, Executive Director

BACKGROUND:

The previous agenda item closed the public comment period for the Bridgeport-Carson City and Reds Meadow fare changes. This item allows the ESTA Board to consider the comments and proposed changes.

ANALYSIS/DISCUSSION:

The Bridgeport to Gardnerville route was extended to Carson City last year through the Unmet Needs process. There were no subsequent fares determined for the extension. During the analysis of the existing fare structure for the route, some inequities and omissions were discovered. The following tables demonstrate the current and proposed changes:

Current Fare Structure				
	Bridgeport	Walker	Coleville	Gardnerville
	Adult / Discount	Adult / Discount	Adult / Discount	Adult / Discount
Bridgeport	—	\$5.50 / \$4.50	\$6.00 / \$5.00	\$13.00 / \$10.75
Walker	\$5.50 / \$4.50	—	\$2.50 / \$2.00	\$6.50 / \$5.50
Coleville	\$6.00 / \$5.00	\$2.50 / \$2.00	—	\$6.00 / \$5.00
Gardnerville	\$13.00 / \$10.75	\$6.50 / \$5.50	\$6.00 / \$5.00	—

NEW SERVICE TO CARSON CITY							
	Bridgeport	Walker	Coleville	Topaz	Holbrook	Gardnerville	Carson City
Bridgeport	X	5.50/4.50	6.00/5.00	7.50/6.50	8.00/7.00	13.00/11.00	17.00/15.00
Walker	5.50/4.50	X	3.00/2.50	4.00/3.00	4.50/3.50	6.50/5.50	10.50/9.50
Coleville	6.00/5.00	3.00/2.50	X	3.50/2.50	4.00/3.00	6.00/5.00	10.00/8.75
Topaz	7.50/6.50	4.00/3.00	3.50/2.50	X	3.00/2.50	5.00/4.00	9.00/8.00
Holbrook	8.00/7.00	4.50/3.50	4.00/3.00	3.00/2.50	X	4.50/3.50	8.50/7.50
Gardnerville	13.00/11.00	6.50/5.50	6.00/5.00	5.00/4.00	4.50/3.50	X	6.50/5.50
Carson City	17.00/15.00	10.50/9.50	10.00/8.75	9.00/8.00	8.50/7.50	6.50/5.50	X
	Decrease		Increase		New		

The Reds Meadow Shuttle has experienced losses the last two years. In addition, the route faces the following challenges over the next few years:

1. Covid-19 will reduce revenue, although we do not know how much.

2. Road construction is scheduled to begin in the next two years and will reduce our access and the valleys capacity for visitors.
3. The 35 and 40-foot buses that operate the route are aging and the replacement of the vehicles must be considered.

The following fares changes are recommended:

	<u>Current</u>	<u>Proposed</u>
Adult (over 15 years old) Daily Pass:	\$8.00	\$10.00
Child (aged 3 – 15 years old) Daily Pass:	\$4.00	\$5.00
Infant (<2 years old):	Free	Free
Adult 3-day Pass:	\$16.00	\$20.00
Child 3-day Pass:	\$8.00	\$10.00
Adult Season Pass:	\$40.00	\$50.00
Child Season Pass:	\$20.00	\$25.00

There was one comment from the public on Facebook at the time this report was written. A former bus driver stated that the drivers should be paid more.

FINANCIAL CONSIDERATIONS

The Bridgeport to Carson City fare changes are expected to have a minor effect on revenue due the relatively low ridership. The Reds Meadow revenue is expected to increase around \$108k per year. Last year the Reds Meadow shuttle lost around \$25k.

RECOMMENDATION

The Board is requested to approve the Bridgeport to Carson City and Reds Meadow Shuttle fare changes described.

STAFF REPORT

Subject: 2020 Reds Meadow Shuttle Special Use Permit

Presented by: Phil Moores, Executive Director

BACKGROUND:

ESTA has operated or subcontracted the operation of the Reds Meadow shuttle service since 2009 through either a Challenge Cost Share Agreement or, beginning in 2012, a Special Use Permit with the U.S. Forest Service.

ANALYSIS/DISCUSSION:

ESTA's operation of the Reds Meadow shuttle since 2012 has been governed by a Special Use Permit that is issued for each summer season's operation.

The Special Use Permit for the 2020 Reds Meadow season is based on and includes all material aspects of the 2019 Permit, except for the fare increase. It is expected that the term of the Permit shall not exceed 180 days in length and will expire no later than October 31, 2020. Other provisions from previous years that are expected to be incorporated in the 2020 Permit include:

- Non-exclusive use: Other uses that do not materially interfere with ESTA's authorized use will be permitted.
- Description of applicable annual fees (3% of gross revenue)
- Requirement for Forest Service review of proposed fare pricing
- Requirement for submittal of annual operating plan

The 2020 Special Use Permit application and Operating Plan are attached for the Board's review.

FINANCIAL CONSIDERATIONS

The operation of the Reds Meadow Shuttle service under a Forest Service Special Use Permit allows the Authority to apply excess program income to the Authority's fund balance in order to strengthen the Authority's financial position overall and to provide a financial cushion for the operation of the Shuttle service. In FY 2020/21, revenues are uncertain due to the Covid-19 emergency. A typical year will generate approximately \$480,000 in revenues, which will include a \$55,000 contribution to the maintenance fund for the rehabilitated Reds Meadow

Road. A more conservative estimate in the range of \$325,000 is appropriate. The revenues and expenses for the 2020 Reds Meadow Shuttle service is included in the FY 2020/21 Budget.

RECOMMENDATION

The Board is requested to authorize the Eastern Sierra Transit Authority to enter into a Special Use Permit to be issued by the U.S. Forest Service for the operation of the Reds Meadow Shuttle service in 2020, and to authorize the Executive Director to execute all required documents for the Permit.

Use Code: 153
Authorization ID: MLD20037
Contact Name: EASTERN SIERRA TRANSIT AUTHORITY
Expiration Date: 10/31/2020

FS-2700-3f (REV.02/17)
OMB No. 0596-0082

SPECIAL USE APPLICATION & TEMPORARY PERMIT FOR OUTFITTING AND GUIDING
Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h)
(Ref.: FSH 2709.14, Chapter 50)

PART II - TEMPORARY SPECIAL USE PERMIT FOR OUTFITTING AND GUIDING
Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h)
(Ref. FSH 2709.11, section 41.53 and 37.21b)

EASTERN SIERRA TRANSIT AUTHORITY of PO BOX 1357 BISHOP CA UNITED STATES 93515 (the holder) is hereby authorized to use, subject to the terms of this permit, National Forest System lands described as: Sec. 31, T. 3 S., R. 26 E., MT. DIABLO MERIDIAN, Sec. 23, T. 3 S., R. 26 E., MT. DIABLO MERIDIAN, Sec. 11, T. 4 S., R. 26 E., MT. DIABLO MERIDIAN, Sec. 2, T. 4 S., R. 26 E., MT. DIABLO MERIDIAN as shown in attached Exhibit(s). This authorization covers approximately 1000 acres and/or 0 miles.

This temporary use permit is issued for the purpose of authorizing the following outfitting and guiding activities on National Forest System lands:

To provide transportation services to the public visiting the Reds Meadow Valley and associated destinations.

This shuttle service for the public is from the Main Lodge of Mammoth Mountain Ski Area to destinations in the Reds Meadow Valley. See appendix A for maps and details.

Use must not interfere with visitor enjoyment of public lands. Interact with the public in a courteous manner. All rules and regulations must be followed.

75,000 temporary use service days n/a for shuttling passengers to Reds Meadow in Mammoth Lakes District of the Inyo National Forest.

n/a assigned sites for n/a
n/a grazing use (in head months (HMs))

The following appendices are attached to and made a part of this permit:

APPENDIX A - Operating Plan
APPENDIX B - Trip Itinerary
APPENDIX C - Map of the Authorized Area

I. GENERAL TERMS AND CONDITIONS

A. AUTHORITY. This permit is issued pursuant to Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h), and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on 10/31/2020. The term for this temporary permit shall not exceed 180 days.

D. RENEWAL AND EXTENSION. This permit is not renewable. Upon expiration of the permit all use shall return to the temporary use pool.

E. AMENDMENT. This permit may be amended, provided that the total use authorized not exceed 200 service days or the equivalent in quotas and the term of the permit not exceed 180 days.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use and occupancy authorized by this permit are not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

II. OPERATIONS

A. OPERATING PLAN. The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit and is attached as Appendix A. You would be required to notify the Forest Service in writing of any staff changes during your operating season.

B. TRIP ITINERARY. The trip itinerary submitted in the application corresponding to this permit is incorporated as the trip itinerary for this permit and is attached as Appendix B.

C. REQUIRED LICENSES. The holder shall obtain all licenses required for conducting the activities authorized by this permit.

D. CONDITION OF OPERATIONS. The holder shall maintain the permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit.

E. PROHIBITION ON USE OF MECHANIZED TRANSPORT OR MOTORIZED EQUIPMENT IN WILDERNESS AREAS. The holder shall not use mechanized transport or motorized equipment in wilderness areas and shall not use mechanized transport or motorized equipment in proposed or potential wilderness areas without prior written approval from the authorized officer.

F. PROHIBITION ON IMPEDING OR INTERFERING WITH OTHER USES. The holder shall perform the activities authorized by this permit so as not to impede or interfere with administrative or other authorized uses of National Forest System lands.

G. RESTRICTION OF MOTOR VEHICLE USE. The holder shall restrict motor vehicle use to designated roads, trails, and areas, unless specifically provided otherwise in the operating plan.

H. RESOURCE PROTECTION. The holder shall conduct all activities so as to prevent or minimize scarring, erosion, littering, and pollution of National Forest System lands, water pollution, and damage to watersheds. In addition, the holder shall take precautions at all times to prevent wildfire.

I. PERFORMANCE OF SUPPORT SERVICES. As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Activities that support the use authorized by this permit, such as food or shuttle services, may be conducted by a party other than the holder, but only with prior written approval from the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

J. NONDISCRIMINATION

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

K. EQUAL ACCESS TO FEDERAL PROGRAMS. In addition to the above nondiscrimination policy, the holder agrees to ensure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

L. SANITATION. The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.

M. SIGNS AND TEMPORARY IMPROVEMENTS. Signs posted and temporary improvements installed on National Forest System lands must have prior written approval from the authorized officer.

III. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. THIRD-PARTY RIGHTS. This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived from mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses III.D, III.F, and II.H, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.

E. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous material, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

F. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. The holder shall give 30 days prior written notice to the Forest Service of cancellation of the insurance policy by the holder or any modification to the insurance policy by the holder. Additionally, the holder shall immediately notify the authorized officer of cancellation of the policy by the insurance company. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. Liability. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of:

- \$25,000 for third-party property damage, per occurrence.
- \$100,000 for injury or death to one person per occurrence,
- \$300,000 for injury or death to more than one person per occurrence, and

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements

G. CONTRACTED SERVICES. The holder shall have in force an endorsement covering contracted services and equipment or, alternatively, shall procure a separate insurance policy that covers these services.

IV. LAND USE FEE

A. Permit Fee. The holder shall pay to the USDA, Forest Service, a permit fee for the term of this permit based on the fair market value of the use and occupancy authorized by this permit. The annual permit fee shall include a commercial use fee and, if applicable, an assigned site fee and grazing fee, as enumerated in clauses IV.B, C, and D. The minimum annual permit fee for the authorized use and occupancy shall be \$110. Estimates of service days, the number of assigned sites, and grazing use shall be determined from the operating plan. Estimated fees shall be calculated on an Estimated Fee Determination Sheet. The holder shall pay the permit fee in advance of the authorized use and occupancy, as provided in clause IV.B. Payments due before commercial operations commence are not refundable. The Forest Service shall adjust and calculate permit fees authorized by this permit to comply with any new permit fee system based on market value that may be adopted by statute, regulation or directive issued by the Chief after issuance of this permit.

1. Commercial Use Fee. The annual permit fee shall be determined in accordance with option B (3% of gross revenue).

(a) Definitions

(1) Adjusted Gross Revenue. Gross revenue and revenue additions less applicable exclusions.

(2) Gross Revenue. The total amount of receipts from the sale of goods or services provided by the holder or third party under the permit.

(3) Revenue Additions. The market value of the following items, which are added to gross revenue:

(A) The value of goods and services that are donated or the value of goods and services that are bartered in exchange for goods and services received that are directly related to the outfitted or guided trip; and

(B) The value of gratuities, which are goods, services, or privileges that are not available to the general public and that are donated or provided without charge to organizations; individuals; the holder's employees, owners, or officers; or immediate family members of the holder's employees, owners, or officers.

(4) Revenue Exclusions. The following are excluded from gross revenue:

(A) Revenue derived from goods or services sold on private land that are not related to outfitting and guiding operations conducted on National Forest System lands, such as souvenirs, telephone toll charges, and accident insurance sales.

(B) Amounts paid or payable to a State government licensing authority or recreation administering agency from sales of hunting or fishing licenses and recreation fee tickets.

(C) Revenue from the sale of operating equipment, rental equipment, capitalized assets, or other assets used in outfitting and guiding operations, such as horses, tack, watercraft, and rental skis and boots, which are sold periodically and replaced.

2. Assigned Site Fee. A fee shall be charged for the occupancy of National Forest System sites assigned to the holder. Assigned site fees shall not be prorated; the holder shall pay the full annual fee for each assigned site. No refunds or credits will be given for authorized but unused assigned sites.

3. Grazing Fee. A fee shall be charged for grazing livestock used in conjunction with the use and occupancy authorized by this permit. No refunds or credits will be given for authorized but unexercised grazing use.

4. Payment Schedule. The holder shall pay the annual estimated permit fee, including the fee for commercial use, assigned site fee, and grazing fee, in advance of the authorized use, as follows:

(a) Single Payment. The holder shall pay the total annual estimated fee in advance when it is less than \$500.

(b) Two Payments. The holder shall pay half the total annual estimated fee in advance and the remainder by mid-season when the total is equal to or greater than \$500, but less than \$2,500.

(c) Three Payments. The holder shall pay one-third of the total annual estimated fee in advance and the remainder in two equal payments by mid-season when the total is \$2,500 or more.

(d) Final Payment. The Forest Service shall reconcile annually the actual permit fee against permit fee payments made. The holder shall pay any additional fees owed for the past year's operation within 30 days of billing.

5. Documentation of Revenue. The holder shall provide documentation of use and revenue for purposes of permit fee verification.

(a) Actual Use Report. Within 30 days of completion of the holder's approved operating season, the holder shall submit to the authorized officer an actual use report in accordance with the format in Appendix E.

(b) Income Statements. No later than 90 days after the close of the holder's fiscal year, the holder shall submit to the authorized officer a statement of income reporting the results of the holder's annual operations. The statement shall include gross revenue, the value of donated goods and services, the value of gratuities, the value and description of items excluded from gross revenue, and all adjustments, such as taxes deducted, and shall be broken down by permitted activities.

6. Fee Payment Issues

(a) Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

(b) Disputed Fees. Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by settlement terms or an appeal decision.

(c) Late Payments

(A) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(B) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(C) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(D) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall be responsible for the delinquent fees, as well as any other costs of restoring the site to its original condition, including hazardous waste cleanup.

(d) Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(A) Administrative offset of payments due the holder from the Forest Service.

(B) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(C) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(D) Disclosure to consumer or commercial credit reporting agencies.

7. Accounting Records. The holder shall follow generally accepted accounting principles or another comprehensive basis of accounting, such as the cash, modified cash, or income tax basis of accounting, in recording financial transactions. The minimum acceptable accounting system shall include:

(a) Systematic internal controls and separate recording of gross receipts from each type of business conducted under this permit, separate from any other commercial or personal activity. Receipts shall be recorded daily without reduction and, if possible, deposited into a bank account. Receipt entries shall be supported by documentation such as cash register tapes, sales invoices, reservation records, and cash accounts from other sources.

(b) For permits with fees greater than \$10,000, when requested by the Forest Service, the holder at its own expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service.

B. ACCESS TO ACCOUNTING RECORDS. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for five years after the end of the year they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

V. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local laws and regulations;
2. For noncompliance with the terms of this permit;
3. For failure of the holder to exercise the privileges granted by this permit;
4. With the consent of the holder; or
5. At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

B. NOTICE AND OPPORTUNITY TO TAKE CORRECTIVE ACTION. Prior to revocation or suspension under clause V.A, the authorized officer shall give the holder notice of the grounds for the action to be taken and a reasonable period, not to exceed 30 days, to complete corrective action prescribed by the authorized officer. Failure of the holder to take corrective action shall disqualify the holder from eligibility for another permit for three years.

C. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 48 hours of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review, the superior shall take prompt action to affirm, modify, or cancel the suspension.

D. APPEALS AND REMEDIES. Any written decisions by the authorized officer relating to administration of this permit, including revocation or suspension decisions, are subject to the administrative appeal regulations at 36 CFR Part 214. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

E. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

VI. MISCELLANEOUS PROVISIONS

A. ADVERTISING. The holder shall not misrepresent in any way, either orally, in its circulars, brochures, advertising, and other materials, or on its website, signs, or letterheads, any aspect of the use authorized by this permit, including services provided by the holder, the status of this permit, or the area it covers. All of the holder's circulars, brochures, and advertising and its website regarding use of the permit area shall state that the permit area is located on the Inyo National Forest or National Grassland .

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.

C. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other service by a government agency, utility, association, or individual.

D. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

E. SUPERIOR CLAUSES. In the event of any conflict between any of the preceding printed clauses and any subsequent clauses or any provisions in the appendices attached to this permit, the preceding printed clauses shall control.

This permit is accepted subject to all its terms and conditions.

**U.S. DEPARTMENT OF AGRICULTURE
Forest Service**

I have read and understand the terms and conditions and agree to abide by them.

Authorization is granted:

By: _____
HOLDER: EASTERN SIERRA TRANSIT
AUTHORITY

By: _____
(Authorized Officer)

Title: _____

Name: _____GORDON P MARTIN_____

Title: _____DISTRICT RANGER_____

Date: _____

Date: _____

HOLDER MUST HAVE THIS PERMIT (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Appendix A

Eastern Sierra Transit Authority, Reds Meadow Shuttle Service

I. GENERAL OVERVIEW OF OPERATIONS

This operating plan outlines the expectations and requirements of Eastern Sierra Transit Authority (ESTA), the Inyo National Forest and the Devils Postpile National Monument National Park Service for the Reds Meadow Shuttle service.

1. Shuttle Fees
 - a. Shuttle fares are as follows:

Adult (over 15 years old) daily pass:	\$10.00
Child (aged 3 – 15 years old) daily pass:	\$5.00
Infant (< 2 years old):	no charge
Adult 3-day pass (good for 3 out of 5 days):	\$20.00
Child 3-day pass (good for 3 out of 5 days):	\$10.00
Adult season pass (good for all of 2020):	\$50.00
Child season pass (good for all of 2020):	\$25.00
Dog:	no charge
 - b. ESTA or its surrogate will collect passenger fares during all hours of shuttle operations and provide sufficient staffing and/or ticket vending machines to minimize passenger wait time for ticket purchase.
 - i. ESTA, or its surrogate, will sell shuttle tickets from a dedicated ticket sales window at the Adventure Center or bus loading area from 8:00a.m. until 5:00p.m. Hours may be reduced on Reduced Schedule service days. Tickets may be purchased aboard the bus, or at MMSA outlets on these days.
 - ii. When tickets are not being sold from the Adventure Center or loading area, passengers may purchase tickets from shuttle drivers.
 - iii. ESTA, or its surrogate, will accept all major credit cards and cash for payment of shuttle fares at ticket sales outlets.
 - iv. Shuttle drivers need only accept cash and need not guarantee correct change for tickets sold aboard the bus.
 - c. Passengers boarding the shuttle within the Reds Meadow Valley will be charged fares as follows:
 - i. Passengers initiating shuttle transportation within the Reds Meadow Valley must pay the fare to use the shuttle. The fare is valid for a round-trip, including the trip back into the Valley, if desired.
 - ii. Passengers who paid the exception vehicle fee to stay in Reds Meadow Valley must pay the fare to use the shuttle to travel out or into the Valley. The fare is valid for a round-trip.
 - iii. All passengers who travel only to stops within the Reds Meadow Valley will be allowed to ride without paying a fare.
 - d. ESTA or its surrogate will honor concessionaire or employee passes created by the Forest Service.
 - i. The Forest Service will limit distribution of concessionaire and employee passes to:
 1. Forest Service or National Park Service staff who live or work in Reds Meadow Valley,
 2. Red's Meadow Resort staff who live or work in the Reds Meadow Valley,
 3. Campground concessionaire staff that live or work in the Reds Meadow Valley, and
 4. Outfitters and guides with Special Use Permits to operate in Reds Meadow Valley (pass is not valid for their customers).
 - ii. ESTA may document the use of Forest Service season passes to demonstrate the financial impact to revenues.
 - e. On-duty Forest Service and National Park Service staff may ride the shuttle at no cost (including work related travel or travel to or from living quarters or duty stations), as room allows.
 - f. All adjustments to the Reds Meadow Shuttle fare structure shall be subject to review and approval by the Forest Service.
2. Shuttle Route
 - a. Reds Meadow Shuttles will operate into and out of Reds Meadow Valley between the Mammoth Mountain Adventure Center or The Village depending on schedule, and the Red's Meadow Resort. Each trip will include stops, if requested by passengers or waiting passengers are present, at the following locations: Agnew Meadows, Starkweather Lake, Upper Soda Springs campground, Pumice Flats campground, Minaret Falls campground, Devils Postpile Ranger Station, Sotcher Lake, Reds Meadow campground, Rainbow Falls trailhead and the Red's Meadow Resort.
 - i. Designated shuttles will begin their route at The Village in the Town of Mammoth Lakes.
 - ii. All shuttles will stop at Devils Postpile Ranger Station.
 - iii. Inbound shuttles that are operating in addition to the scheduled times do not need to continue beyond the Devils Postpile Ranger Station and may return direct to the Adventure Center.
 - iv. Outbound shuttles departing from Reds Meadow Resort that are full and have no passengers wishing to disembark at the Devils Postpile Ranger Station need not stop at the Devils Postpile.
 - b. The route name, "Reds Meadow-Devils Postpile," "Reds Meadow," or "Devils Postpile" shall be clearly displayed on the shuttle's integral route sign, when the vehicle is so equipped, or alternatively on a sign placed on the front of the shuttle.
 - i. A sign indicating the route direction shall be clearly displayed on the front of the shuttle.
3. Shuttle Schedule
 - a. ESTA will operate the Reds Meadow Shuttle service daily between the anticipated start date of, May 23, 2020 and scheduled end date, October 31, 2020.
 - b. ESTA will, at a minimum, follow the shuttle schedule attached as Appendix D from June 20, 2020 through August 17, 2020, plus the 3-day Labor Day holiday weekend.
 - c. Upon agreement between ESTA and the Forest Service, ESTA may operate the mandatory shuttle service on days prior to June 20, 2020. In the event this early season service is operated, the schedule for the service will be developed and agreed to by ESTA and the Forest Service.
 - d. ESTA or its surrogate will provide sufficient shuttle capacity to meet ridership demand to minimize passenger waiting time. Average passenger wait time greater than 30 minutes is considered excessive.
 - e. The Forest Service and ESTA shall jointly develop any revised schedule to appropriately address increased or decreased demand during the operating season, if necessary. ESTA will coordinate any regular adjustments to the shuttle schedule with the Forest Service.

4. Promotional material
 - a. ESTA will design informative /shuttle promotional material that includes, at a minimum:
 - Dates of operations,
 - Hours of operation and daily schedule,
 - Fare structure,
 - Ticket outlet locations and methods of payment,
 - Route map with boarding and alighting locations,
 - Dog ridership information, and
 - US Forest Service and National Park Service logos and any required verbiage.
 - b. Forest Service shall approve of all informative/shuttle promotional material developed by ESTA.
 - c. ESTA will produce and distribute approved shuttle promotional material.
 - d. Forest Service and National Park Service will provide artwork, logos and any required verbiage, in an acceptable format, to ESTA for use on all shuttle schedules, and promotional material.
 - e. Forest Service, National Park Service and ESTA will provide schedule, fare and pertinent rider information (information in Section 1.4.a.) about the Reds Meadow Shuttle service on agency websites.
 - f. Forest Service will distribute promotional media to Inyo National Forest welcome and visitor centers, campgrounds within the Reds Meadow Valley and the Red's Meadow Resort and pack station.
 - g. ESTA will distribute promotional material to Mammoth Mountain Ski Area, The Village, Chambers of Commerce, Yosemite Area Regional Transportation System (YARTS) and key information outlets in the greater Mammoth Mountain area.
 - h. Forest Service and National Park Service will be responsible for any interpretive or promotional material for display or distribution at shuttle stops or on shuttle vehicles.
 - i. ESTA will make available two interior advertising card spaces per bus for Forest Service or National Park Service interpretive or promotional information.
5. Employee education and public interaction
 - a. ESTA will ensure all ESTA staff and surrogate staff that interacts with the public is courteous and respectful to the visiting public.
 - b. To ensure ESTA or its surrogate staff provide excellent customer service and are knowledgeable about the area, Forest Service and/or National Park Service will provide personnel, for up to four (4) hours, for Reds Meadow Shuttle staff orientation training on the history, resources and recreational opportunities in the Reds Meadow Valley. This training is intended to empower shuttle drivers, customer service agents and ticket sales staff with basic, accurate answers to common visitor questions. ESTA, or its surrogate, will make employees who have not previously completed this orientation available for orientation training prior to the inception of shuttle service.
 - c. National Park Service will produce and provide copies of a shuttle driver informational tool of the history, resources and recreational opportunities in the Reds Meadow Valley to ESTA for distribution to Reds Meadow Shuttle staff.
 - d. Forest Service and/or National Park Service staff may provide on-shuttle interpretative discussion.
 - e. ESTA or its surrogate will solicit, document and respond to passenger inquires, comments, and complaints within 72 hours of receipt of such and provide a copy of each with response to the Forest Service Program Manager on a weekly basis. Serious complaints, such as those involving safety or visitor injuries, must be addressed immediately and reported to the Forest Service Program Manager in the most expeditious manner.
 - f. ESTA, Forest Service and National Park Service will share copies of all customer comments and complaints received.
6. Coordination
 - a. Forest Service and ESTA will develop a program budget that provides the greatest level of service while maximizing the limited resources available for this program.
 - b. All sub-contracts or sub-agreements to this agreement shall be coordinated between ESTA and the Forest Service.
 - c. Forest Service and ESTA will coordinate shuttle operation beginning and ending dates.
 - d. Forest Service will arrange and ESTA will attend a pre-season planning meeting, operating season meetings, as needed, and a post-season wrap-up meeting with appropriate agency staff and key stakeholders.
 - e. Forest Service and National Park Service will direct groups requesting transportation into the Reds Meadow Valley to ESTA for proper handling.
 - f. Forest Service will monitor shuttle service and coordinate any adjustments to schedule or route with ESTA.
 - g. ESTA will provide any details about schedule changes or other pertinent information useful to the public to Mammoth Mountain Ski Area, The Village, Chambers of Commerce, Yosemite Area Regional Transportation System (YARTS) and key information outlets in the greater Mammoth Mountain area.
 - h. The Minaret Vista Checkpoint will coordinate with ESTA or its surrogate to allow large RVs, vehicles towing trailers, tour buses and other large vehicles to follow Reds Meadow shuttle buses into and out of the Reds Meadow Valley.
 - i. ESTA will provide two-way radio capability to the Minaret Vista Station to allow radio contact with shuttle drivers and supervisor.
 - j. Forest Service will allow ESTA to house a 2-way radio repeater in the Minaret Vista Station.
7. Reporting
 - a. ESTA will submit to the Forest Service Program Manager operations reports in the format prescribed in Appendix E. Reports shall be provided in electronic format.
 - b. ESTA will submit a season-end operation report to the Forest Service Program Manager, within 45 days of cessation of shuttle service. The report shall include, at a minimum, a compilation of weekly and monthly performance statistics detailing the following:
 - Total Fare Revenue
 - Average Passenger Fare
 - Total Vehicle Service Hours
 - Total Vehicle Service Miles
 - Passengers per Vehicle Service Hour
 - Average Number of Buses Utilized per Day
 - Peak Number of Buses Utilized per Day
 - Total Number of Missed Runs
 - Total Number of Maintenance Road Calls

- Operating Statistics for the Intra-Valley Shuttle, if operated
 - c. A season end report detailing net program income/loss; operating expense per shuttle trip; operating expense and revenue per passenger; farebox recovery ratio; year-to-year comparisons of key financial and operational statistics; and, a general review of the season's shuttle service including proposed improvements or amendments to future operations will be provided within 30 days of the expiration of the special use permit.
 - d. Forest Service Program Manager will coordinate the distribution of reports to the National Park Service.
 - e. Forest Service agrees to maintain passenger entrance and exit count data at the Minaret Vista Station (on a calculator, ESTA provided computer enabled with a data entry form, or other mutually agreeable equipment) and to provide information from this count data to ESTA's Dispatcher or Operation's Supervisor to assist with planning for daily service out of the Valley.
8. Emergency Procedures and Safety
- a. Standee passengers on shuttles shall be allowed. ESTA shall minimize the need for standee passengers through the provision of sufficient service capacity to meet demand. ESTA may permit a limited number of standees on shuttle vehicles, at its discretion, given the passenger is capable of properly restraining themselves and does not present a safety hazard to himself/herself or other passengers, will not block aisle ways with carry-on items and the vehicle meets federal regulations regarding standing passengers. No passenger will be required to stand.
 - b. ESTA will provide Forest Service Program Manager a copy of insurance documentation to support coverage as required under the Special Use Permit.
 - c. ESTA will provide written verification to the Forest Service Program Manager that a vehicle safety inspection has been performed on each bus and that each bus passed the inspection. The vehicle safety inspection must be performed prior to transporting passengers.
 - i. The minimum requirements for passing the vehicle safety inspection shall be those specified by the California Highway Patrol for transit buses.
 - ii. Prior to operation each day, a vehicle inspection will be completed as required by law. Vehicle Inspection Reports will be carried in all vehicles at all times.
 - d. ESTA will provide the Forest Service with copies of all collision and incident reporting protocol and forms that will be used in the event of a safety or security incident.
 - e. In the case of any shuttle collisions or incidents requiring medical attention, law enforcement assistance, or any other potentially serious situations, ESTA will follow their established protocol for such incidents.
 - i. Any collision or incident requiring medical attention or involving a fatality shall be reported to the Forest Service Program Manager immediately.
 - ii. Any incident that will block or delay traffic should be communicated as soon as is reasonable to the Minaret Vista Checkpoint.
 - iii. The Forest Service Program Manager shall be notified of all collisions or incidents within 24 hours.
 - iv. ESTA or its surrogate shall provide copies of all collision or incident reports to the Forest Service Program Manager within 72 hours.
 - f. Emergency dispatch numbers will be known by all employees.
 - i. Owens Valley Interagency Communications Center (Dispatch): **760-873-2488**
 - ii. Reds Meadow Shuttle supervisor: **760-920-3359**
 - iii. ESTA Mammoth Supervisor **760-924-3184**
 - iv. ESTA Executive Director **760-872-1901**
 - v. ESTA Administration: **760-872-1901**
 - g. Minor searches within Devils Postpile National Monument will be coordinated through National Park Service. Minor searches include visitors on day hikes where family members or groups have become separated and are reported missing. Contact National Park Service staff at the Devils Postpile Ranger Station or at the **emergency contact line: 760-934-8170**
 - h. On major searches, the National Park Service will serve as the initial contact to the Mono County Sheriff's Department; otherwise the reporting party should call 911. All major searches or rescue operations will involve the Mono County Sheriff's Department.
 - i. Requests for helicopter rescues will be coordinated through the Mono County Sheriff's Department. Forest Supervisor approval must be obtained prior to all flight for life rescues in any Wilderness area. Approval from the Park Superintendent or their designee must be obtained prior to all flight for life rescues in the Devils Postpile National Monument.
 - j. Reds Meadow shuttle drivers will maintain a maximum travel speed within the Reds Meadow Valley to provide a safe and scenic tour for passengers. The maximum speed limit on the entrance/exit grade and Devils Postpile National Monument road is 15 miles per hour and 25 miles per hour on the Valley road. Travel speeds should be slower under adverse driving conditions.
 - k. Reds Meadow shuttle drivers will be trained and demonstrate skill on the proper operation of the shuttle vehicle and passing of vehicles in the Reds Meadow Valley operating environment where variable roadway width, steep grades, curvilinear and single lane road sections present operational challenges.
 - l. ESTA or its surrogate will maintain the exterior and interior cleanliness of all vehicles in satisfactory condition at all times.
 - i. Shuttle windows should be cleaned daily.
 - m. Forest Service will maintain and clean the bus stops in the Reds Meadow Valley.
 - n. Idling of shuttles will be in accordance with the California Air Resources Board.
 - o. Forest Service will maintain vegetation along roadways as to minimize damage to shuttle vehicles.
9. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

Appendix B – Trip Itinerary

The Reds Meadow Shuttle service operates along approximately 15 linear miles from The Village in the Town of Mammoth Lakes to the Reds Meadow Resort at the end of the paved road in the Reds Meadow Valley. The Shuttle makes a limited number of morning stops at the Mammoth Lakes Park & Ride, and The Village. The primary boarding location for the Shuttle is at Adventure Center at Mammoth Mountain Ski Area. The shuttle then makes stops at the Minaret Vista, Agnew Meadows, Starkweather Lake, Upper Soda Springs Campground, Pumice Flat Campground, Minaret Falls Campground, Devils Postpile National Monument, Sotcher Lake, Reds Meadow Campground, Rainbow Falls Trailhead and Reds Meadow Resort. The shuttle provides at least 20-minute frequency service from 10:00am until 4:00pm. During the early morning hours (7:00a.m. to 10:00a.m.) and late afternoon/evening hours (4:00p.m. to 8:30p.m.) the shuttle operates with 45-minute frequency. Early season (prior to June 20, 2020, if operated) and late season (after August 17, 2020) service may be on a more limited schedule.

Appendix C – Service Map



Appendix D – Shuttle Schedule

Shuttle to run continuous service 7:15am to 8:30pm daily. At least hourly service from The Village will be provided between 7:15a.m. and 8:45a.m., and 30-minute frequency will be available from 9:00a.m. until 5:00p.m. on the Mammoth Mountain Bike Park Shuttle on a space-available basis. Additional shuttles will be added to the minimum level of service from the Adventure Center to meet service demand, including advance group reservations.

Typical day - minimum level of service

6	Minimum number of vehicles in service per day
3	Scheduled pick-up times at The Village (7:15am, 8:00am, 8:45am, then every 30 minutes or less until 5:00pm using the Mammoth Bike Park Shuttle connection)
28	Minimum number of round trips per day
1,120	Minimum inbound passenger capacity
520	Peak period* inbound passenger capacity

Peak Service Holiday weekends - minimum level of service

11	Minimum number of vehicles in service per day
3	Scheduled pick-up times at The Village
47	Minimum number of round trips per day
1,880	Minimum inbound passenger capacity
1,000	Peak period* inbound passenger capacity

Reduced schedule - minimum level of service (prior to June 16 if operated and, August 19 - September 5 excluding the Labor Day weekend)

4	Number of vehicles in service per day
3	Scheduled pick-up times at The Village
22	Number of round trips per day
960	Total passenger capacity

*Peak period is 9:00am – 1:00pm

2020 Daily Schedule

June 20, 2020 - August 17, 2020 plus Labor Day Weekend
 (reduced schedule to be operated before and after these dates)

Pickup/Departure: Every 45 minutes from 7:45 am to 10:00 am,
 & 4:00 pm to 7:00pm;
 Every 20 minutes from 10:00 am to 4:00 pm

Departure from the Village to Mammoth Mountain Adventure Center
7:15 AM
8:00 AM
8:45 AM
Departure from Mammoth Mountain Adventure Center to Reds Meadow Resort
7:30 AM
8:15 AM
9:00 AM
9:45 AM
from 10:00 am until 4:00 p.m., a bus will depart from the Adventure Center every 20 minutes or less
4:45 PM
5:30 PM
6:15 PM
7:00 PM
Departure from Reds Meadow Resort to Mammoth Mountain Adventure Center
8:15 AM
9:00 AM
9:45 AM
10:30 AM
from 10:30 a.m. until 4:45 p.m., a bus will depart from Reds Meadow Resort every 20 minutes or less
5:30 PM
6:15 PM
7:00 PM
7:45 PM

This permit is accepted subject to all its terms and conditions.

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

I have read and understand the terms and conditions and agree to abide by them.

Authorization is granted:

By: Phil Moores

By: _____
(Authorized Officer)

HOLDER: EASTERN SIERRA TRANSIT

Phil Moores
AUTHORITY
Title: Executive Director

Name: GORDON P MARTIN

Title: DISTRICT RANGER

Date: 3/20/20

Date: _____

HOLDER MUST HAVE THIS PERMIT (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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STAFF REPORT

Subject: Six-Month Service Recommendations

Presented by: Phil Moores, Executive Director

BACKGROUND:

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

ANALYSIS/DISCUSSION:

The following pages detail the specific routes that are planned to be operated or discontinued by Eastern Sierra Transit for what is considered the summer season, from April through September of 2020.

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

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

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

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

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

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

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

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

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

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

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

Table 1

Planned ESTA Services April 2020 through September 2020											
Route	Type	Days of Week							Hours	Service Period	Description
		S	M	T	W	T	F	S			
Walker DAR	DAR		X		X	X	X		8am-4:30pm	year-round	1 bus, no service Tuesdays
Walker to Mammoth	LL			X					8am - 5pm	year-round	1 bus, One roundtrip on Tuesday
Bridgeport - Carson	LL				X				11am-6:30pm	year-round	1 roundtrip on Wednesday
Mammoth DAR	Par		X	X	X	X	X		8am-5pm	year-round	Provides ADA paratransit backup
Purple Line	Cor	X	X	X	X	X	X	X	7am-6pm	year-round	1 bus with 30-minute headways
Mammoth Shoulder Season Trolley	Cor	X	X	X	X	X	X	X	7am-9pm	June Labor Day till Nov.	2 buses with 30-minutes service until 9pm
Mammoth Summer Trolley	Cor	X	X	X	X	X	X	X	7am-2am	May 26-Nov 16	3 buses with 20-minutes service until 10pm. Reduced till 2am
Mammoth Lakes Basin Trolley	Cor	X	X	X	X	X	X	X	8am-6pm	June 16-Labor Day after Labor Day till	2 buses with 30-minutes service, 3 on Sat. 1 bus with 60-minute service
Mammoth Express	Com		X	X	X	X	X		see schedule	year-round	8 trips daily
395 Reno	Cor		X	X	X	X	X		see schedule	year-round	1 roundtrip daily
395 Lancaster	Cor		X	X	X	X	X		see schedule	year-round	1 roundtrip daily
Benton - Bishop	LL			X				X	8:30am leave 2:30pm return	year-round	1 roundtrip daily, 2 days per week
Bishop DAR	DAR	X	X	X	X	X	X	X	7am-5:30pm (M-F) 8:30am-6pm (Sat) 8am-1pm (Sun)	year-round	Door-to-door service in Bishop
Nite Rider	DAR						X	X	6pm-2am	year-round	Friday and Saturday nights (and New Years Eve & Tri-county Fair Sunday)
Bishop Creek Shuttle	MD	X	X	X	X	X	X	X	8am-9:45a 4pm-5:45pm	Weather permitting June 16-Labor Day	2 trips departing Bishop 8am and 4pm
Lone Pine - Bishop	Com		X	X	X	X	X		see schedule	year-round	6 trips daily
Lone Pine DAR	DAR		X	X	X	X	X		7:30am-3:30pm	year-round	1 bus - door-to-door service
Tecopa - Pahump	LL				X				9am-1:30pm	year-round	1 roundtrip two Wednesdays per month
Reds Meadow Shuttle	Cor	X	X	X	X	X	X	X	7am-9pm	May 25th-Labor Day week	6 buses with 20-minute service
Reds Meadow Valley Shuttle	Cor	X						X	8:30am-4pm	4 weekends after Labor Day into October	1 bus with one a.m. trip in, and one p.m. trip out, then circulator in the Valley

Legend: Cor=Core, Chr=Charter, DAR=Dial-a-Ride, Par=Paratransit Required, MD=Market Development, LL=Lifeline, Com=Commuter

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

- Summer seasonal shuttle service to **Bishop Creek Recreation Area** is proposed to be continued. The South Lake Road and Forest Service parking lots are being repaved this summer and the shuttle will be an important element of access to the valley.
- **Walker to Mammoth Lakes** – The route would operate on Tuesdays only, from Walker to Mammoth Lakes. At recent Unmet Transit Needs meetings in June Lake and Mammoth Lakes, I received a request for service from Lee Vining and June Lake to Mammoth Lakes. These towns lack service that would allow them to access basic needs outside their communities. This route would connect Walker, Bridgeport, Lee Vining, and June Lake to Mammoth Lakes for 5-6 hours on Tuesdays before returning the same evening. In order to accomplish this, Walker Dial-a-Ride would not operate on Tuesdays. If the Board approves this change, a public hearing/comment period would be arranged before final Board approval, although the change does not meet the minimum 25% change standard set in the Title IV Program. The implementation plan is to accept public comment in May, bring to the Board for consideration in June, and, if approved, begin service June 30th.
- We are currently operating an extended shoulder season.
- Reds Meadow service is expected to begin in early June. A Memorial Day opening is unlikely due to the National Park Services need to prepare the facilities.
- All other services approved for operation in FY19-20 are proposed to continue in FY20-21.

FINANCIAL CONSIDERATIONS

The transit service detailed on the preceding pages are included in the ESTA FY 2019-20 budget and are consistent with the revenues included in the budget. The revenues and expenses for the routes that are approved to operate beyond June 30, 2020 will be included in the FY 20-21 budget.

RECOMMENDATION

The Board is requested to approve the Eastern Sierra Transit services planned to be operated through September 2020, and approve a public comment period for the proposed changes to Walker Dial-a-Ride.

STAFF REPORT

Subject: COVID-19 PTO
Initiated by: Phil Moores, Executive Director

BACKGROUND:

There is a potential for adverse financial impact to staff resulting from the spread of COVID-19. Self-isolation of employees 65+ years of age, caring for vulnerable family members, and illness may exhaust PTO and sick hours. Additionally, use of PTO to ensure the continuation of benefits may be threatened.

ANALYSIS:

Following Inyo County's example of providing Special PTO (CPTO) balances to employees to shore up their ability to weather COVID-19's spread is recommended. The CPTO balance would be tracked in ESTA's payroll system and requested via timesheet. The CPTO will expire at a point in time when it is determined the threat of the virus is sufficiently reduced. CPTO would be used according to Attachment A. The following points apply to the program:

- Only active employees who have worked in the previous 30 days are eligible for CPTO.
- CPTO is not bankable beyond the termination of the CPTO program.
- CPTO has no monetary value for cash-out purposes.
- The CPTO program is subject to change.
- CPTO cannot be used retroactively.
- CPTO will be used at a rate roughly equal to the average weekly hours. Usage is not intended to increase wages.

CPTO balances effective March 30, 2020 was:

- 100% benefitted – 80 hours
- 75% benefitted – 65 hours
- 50% benefitted – 40 hours
- Non-benefitted – 24 hours

CPTO added effective April 10, 2020:

- 100% benefitted – 160 hours
- 75% benefitted – 130 hours
- 50% benefitted – 80 hours
- Non-benefitted – 48 hours

FINANCIAL CONSIDERATIONS

Exact fiscal impact is unknown, however, there are sufficient reserves to cover even the most extensive use of the special benefit. The CARES Act was signed into law and staff will seek reimbursement when the program opens.

RECOMMENDATION

The Board is requested to approve the Covid-19 PTO and authorize the Executive Director to manage the program. Future cancellation of the CPTO program will be presented to the ESTA Board for consideration.

Attachment A

COVID-19 PAID TIME OFF DECISION GRID						
Reason	CPTO	PTO	Med. Cert.	FMLA	Disability Available	After FMLA Exhausted
65+ or over /Self Isolation	Yes	Yes	No	No	No	After CPTO and PTO/Floating Holiday exhausted can get Medicare . Unpaid leave should be requested to hold position
Caring for Vulnerable Family Member or Family Member with COVID	Yes	Yes	Yes	Yes	Contact EDD for more info	Use CPTO can apply for family leave, PTO can be used, after 12 week FMLA period, cash out PTO if any remaining and request an unpaid leave to hold benefitted position. Unpaid leave should be requested to keep benefitted position after the FMLA period.
Self-Isolation (e.g. compromised immune systems, lung disease, heart disease, diabetes)	Yes	Yes	Yes	Yes	May be available With Doctors orders. Contact EDD	Can file for disability, can use PTO, benefits are held through FMLA period. Should be eligible for State insurance after the 12 weeks. Unpaid leave should be requested to keep benefitted position after the FMLA period. Can File for disability.
Employee had COVID-19, or similar symptoms	Yes	Yes	Yes	Yes	May be available With Doctors orders. Contact EDD	Can file for disability, Put on FMLA. Benefits held through FMLA period.
Employee has other illness	No	Yes	Based on length of time out	Based on length of time out	May be available With Doctors orders. Contact EDD	If out for extended time. Can file for disability, can use PTO, benefits are held through FMLA period. Should be eligible for State insurance after the 12 weeks. Unpaid leave should be requested to keep benefitted position after the FMLA period.

EASTERN SIERRA TRANSIT AUTHORITY

**Minutes of Friday, March 13, 2020
 Regular Meeting**

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 9:00 a.m. on Friday, March 13, 2020, at the City of Bishop Council Chambers, 301 West Line St., Bishop, California. The following members were present: Jeff Griffiths, Karen Schwartz, Jennifer Kreitz, Bob Gardner, Dan Tothoroh, and Cleland Hoff. Directors Ellis and Sauser were absent. Director Tothoroh led the pledge of allegiance.

Public Comment	None
Executive Director Report	Mr. Moores reported on ESTA activities and performance.
Financial Report 2019-20	Ms. Bentley presented the Financial Report for the 2019/20 fiscal year as of March 5, 2020.
Operations Report	Mr. Moores presented the Monthly Operations Report for January 2020.
2018/19 Audited Financial Report	Ms. Bentley presented the 2018/19 Audited Financial Report for the Eastern Sierra Transit Authority
Bishop Airport Transit Report	Mr. Moores presented the Bishop Airport Ground Transportation report.
Operating Costs by Route Review	Mr. Moores presented the Cost and Performance by Route FY18/19.
Fare Changes	Mr. Moores reported on proposed fare changes to Reds Meadow the Bridgeport to Carson City Route and indicated public notices would be issued to solicit public comments.
Historical Society Contract	Agreement between Eastern Sierra Transit Authority (ESTA) and Southern Mono Historical Society (SOCIETY) for the provision of visitor information and entertainment services was presented.
Low Carbon Transit Operations Program (LCTOP)	Moved by Director Kreitz and seconded by Director Hoff to approve Resolution #2020-03 allocating \$97,479 of FY 2019-20 Low Carbon Transit Operations Program (LCTOP) funds for the expansion of Mammoth Express 2.0 fixed route service, the continued reduction of pass prices on the Mammoth Express route, and the purchase of an electric vehicle and infrastructure, and to authorize the Eastern Sierra Transit Authority's Executive Director or Administration Manager to

	<p>complete and execute all documents for the Low Carbon Transit Operations Program submittal, allocation requests, and required reporting.</p> <p>Motion carried 6-0 with Directors Ellis and Sauser absent.</p>
5339(b) Bus and Facilities Grant Funding Opportunity for Bishop Administration Facility	<p>Moved by Director Schwartz and seconded by Director Kreitz to approve Resolution 2020-04 authorizing submittal of an application for grant funding under the Federal Transit Administration's Bus and Bus Facilities Infrastructure Investment Program, and to approve the use of up to \$138,000 in existing STA and General Fund Balance funds as matching funds for the grant.</p> <p>Motion carried 6-0 with Directors Ellis and Sauser absent.</p>
Preliminary Budget	<p>Mr. Moores presented the Preliminary Budget for FY 2020/21</p>
Federal Certs and Assurances	<p>Moved by Director Kreitz and seconded by Director Hoff to authorize the Executive Director to sign the Federal Fiscal Year 2020 Certifications and Assurances binding ESTA's compliance with these certifications and assurances for Federal Transit Administration assistance programs.</p> <p>Motion carried 6-0 with Directors Ellis and Sauser absent.</p>
Consent Agenda: Approval of Meeting Minutes	<p>Moved by Director Griffiths and seconded by Director Totheroh to approve the Meeting Minutes of February 14, 2019.</p> <p>Motion carried 6-0 with Directors Ellis and Sauser absent.</p>
Board Member Comments	<p>None</p>
Adjournment	<p>The Chairperson adjourned the meeting at 9:27 a.m.</p> <p>The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for April 10, 2020 City of Bishop Council Chambers, 301 West Line St. Bishop, CA at 11:00 am.</p>

Recorded & Prepared by:

Linda Robinson
 Board Clerk
 Eastern Sierra Transit Authority

Minutes approved:

EASTERN SIERRA TRANSIT AUTHORITY

**Minutes of Friday, March 27, 2020
 Special Meeting**

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 9:00 a.m. on Friday, March 27, 2020, using Join Me Phone call meeting. The following members were present: Karen Schwartz, Jennifer Kreitz, Bob Gardner, Bill Sauser, Dan Totheroh, Jeff Griffiths and Jim Ellis. Director Cleland Hoff was absent.

Public Comment	None	
Executive Director Report	Phil Moores reported on ESTA's response to recent events.	
Coronavirus PTO and Benefits	Moved by Director Ellis and seconded by Director Totheroh to approve the Special PTO and authorize the Executive Director to manage the program. With the stipulation that the Executive Director meet and confer with bargaining unit representatives. Chairperson directed vote roll call vote. Motion carried 7-0 with Director Hoff absent	
Emergency Service Reduction and Restoration	Moved by Director Griffiths and seconded by Director Schwartz to approve ESTA service reductions, alterations, and eventually restoration and authorize the Executive Director to make the necessary changes. Chairperson directed roll call vote. Motion carried 7-0 with Director Hoff absent.	
Board Member Comments	Director Griffiths inquires whether ESTA is interested in homemade masks. Director Totheroh comments on use of handmade masks with masks is a good technique. Director Griffiths mentioned ESTA drivers could be deployed for food deliveries for IMACA or other services and commented that the commitment, dedication and efforts of ESTA personnel is much appreciated.	
Adjournment	The Chairperson adjourned the meeting at 9:25 p.m.	

	The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for April 10, 2020 in the City of Bishop Council Chambers 301 West Line St., Bishop, CA at 11:00 am.	
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Recorded & Prepared by:

Linda Robinson
Board Clerk
Eastern Sierra Transit Authority
Minutes approved:

STAFF REPORT

Subject: 2020 Reds Meadow Ticket Sales-Line Hosting Agreement
with Mammoth Mountain Ski Area

Presented by: Phil Moores, Executive Director

BACKGROUND:

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

ANALYSIS/DISCUSSION:

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

The agreement from last summer has been modified for this summer and includes provisions specifying that:

- A new rate of \$420 per day from \$280 per day. That's a difference of roughly \$16k.

The draft agreement for the 2020 season is included on the following pages for the Board's review.

FINANCIAL CONSIDERATIONS

The Agreement for the provision of Reds Meadow Shuttle ticket sales with MMSA includes a 2% fee charged to ESTA, primarily to offset credit card fees. ESTA pays a similar amount on credit card transactions. Based on the

anticipated ticket sales (\$320,000.00) and service season (114 days), the total cost for the ticket sales service would amount to approximately \$6,400. This cost is comparable to the expense incurred by ESTA in the past when ticket sales were handled directly by ESTA staff.

RECOMMENDATION

The Board is requested to approve the agreement with Mammoth Mountain Ski Area for the sale of Reds Meadow Shuttle tickets and line hosting for the 2020 season and to authorize the Executive Director to execute the Agreement.

REDS MEADOW SHUTTLE – 2020 TICKET SALES AGREEMENT

- 1. AGREEMENT.** This Agreement is by and between Eastern Sierra Transit Authority, a joint powers agreement authority formed to provide public transportation in Inyo and Mono Counties (hereinafter referred to as "ESTA") and Mammoth Mountain Ski Area, LLC., a limited liability corporation incorporated in the State of California (hereinafter referred to as "MMSA").
- 2. TERM.** The Agreement shall commence on May 23, 2020 and shall end on October 31, 2020. The Agreement may be extended by mutual written consent of the parties.
- 3. PAYMENT.** In consideration for the sale of tickets and line hosting for the Reds Meadow Shuttle, ESTA shall pay to MMSA a flat fee of \$420.00 for each day that the mandatory Reds Meadow Shuttle operates for the 2020 season plus 2% of the gross ticket sales as reimbursement for credit card fees. MMSA shall invoice ESTA in arrears for Ticket Sales on a monthly basis. All payments will be made to MMSA at Post Office Box 24, Mammoth Lakes, CA 93546.
- 4. ESTA DUTIES.** ESTA will have the following duties which it agrees will be faithfully executed during the term of this Agreement:

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

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

- 7. INDEPENDENT CONTRACTOR.** ESTA and MMSA intend that MMSA's relationship to ESTA at all times and for all purposes under this agreement is to be that of independent contractor. MMSA is not to be considered an agent or employee of ESTA for any purpose, and neither MMSA nor any of MMSA's agents or employees are entitled to any of the benefits that ESTA provides for its employees. MMSA is solely and entirely responsible for its acts and the acts of its agents, subcontractors and employees during the performance of this agreement. MMSA is not an officer, employee, or agent of ESTA.
- 8. INDEMNITY & NOTICE.** To the extent authorized by the laws of the State of California, MMSA shall defend, indemnify and hold ESTA, its officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out or in connection with MMSA's performance of this Agreement, including the payment of attorney's fees. Further, MMSA shall defend at its own expense, including attorney's fees, ESTA, its officials, officers, employees and agents in any legal action based upon such negligent acts, omissions or willful misconduct. The foregoing indemnity shall not apply to the extent any such claim arises from the negligent act or willful misconduct of ESTA, its officials, officers, employees and agents, in which case ESTA shall indemnify and hold MMSA harmless against any and all claims, demands, damages, liabilities and costs. In connection with this mutual Indemnification, each of the parties to this Agreement shall maintain insurance coverage at all times during the term of the Agreement and any extensions to the term. ESTA and MMSA shall promptly notify the other party of any such claim within five days of its receipt.
- 9. ASSIGNMENT.** MMSA may not assign or transfer any of its rights or obligations under this Agreement without prior written consent of ESTA. If ESTA consents to such an assignment, MMSA will continue to remain liable for performance under this Agreement.
- 10. TERMINATION OR EXPIRATION OF LEASE.** Either party may terminate this agreement with thirty (30) days notice to the other party. In accordance with Section 6 of this Agreement, if the agreement is terminated prior to September 30, 2017, MMSA will continue to provide a facility for ticket sales at the Adventure Center.
- 17. GENERAL PROVISIONS.** ESTA and MMSA will pay all amounts due under this Agreement. If either party waives or delays enforcing any of its rights under this Agreement, it will not affect that party's ability to enforce its rights afterward. Notices under this Agreement must be in writing, properly addressed, and mailed U.S. Mail, and will be effective upon receipt. This Agreement shall constitute the entire agreement between the parties and may not be changed except by an instrument in writing, signed by both parties. This Agreement will be governed by the laws of the State of California.
- 18. NOTICES.** All notices and other information regarding this Agreement shall be mailed to the other party at the address listed below.
- | | |
|---|--|
| Executive Director
Eastern Sierra Transit Authority
P.O. Box 1357
Bishop, CA 93515 | Mr. Casey McCoy
Mammoth Mountain Ski Area
P.O. Box 24
Mammoth Lakes, CA 93546 |
|---|--|
- 20. ESTA'S WARRANTIES.** ESTA warrants that (a) ESTA is and shall at all times hereafter be duly organized, validly existing and in good standing under the laws of the State of California and it has duly authorized the execution, delivery and performance of this Agreement; (b) this Agreement has been duly and validly executed and delivered by ESTA and constitutes the valid and binding obligation of the ESTA.
- 20. FORCE MAJEURE AND NO CONSEQUENTIAL DAMAGES.** MMSA shall not be liable for any failure or delay in delivery of services pursuant to this Agreement, or for any failure to perform any provision thereof, resulting from fire or other casualty, riot, strike or other labor difficulty, governmental regulation or

restriction or any cause beyond MMSA's control. In no event shall MMSA be liable for any inconveniences, loss of profits, or any other consequential, incidental or special damages resulting from any defect in or any theft, damage, loss or failure of any asset beyond MMSA's control, and there shall not be any abatement or set off of charges for services delivered because of the same.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the ____ day of March, 2020.

EASTERN SIERRA TRANSIT AUTHORITY

MAMMOTH MOUNTAIN SKI AREA

Signed:_____

Signed:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____