



BOARD OF DIRECTORS OF THE EASTERN SIERRA TRANSIT AUTHORITY

Special Meeting
Monday, April 23, 2018
12:30 p.m.

Meeting Location:
City of Bishop Executive Conference Room
301 West Line St, Bishop, California

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)

DISPOSITION

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENT

INFORMATION

5. APPROVAL OF MINUTES:

ACTION

Special meeting of March 28, 2018

6. CONSENT AGENDA

ACTION

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

- a. Approval of Special Use Permit for 2018 Reds Meadow Shuttle Service
- b. Approval of Special Use Permit for 2018 Bishop Creek Shuttle Service
- c. Approval of Reds Meadow Shuttle Ticket Sales Agreement with Mammoth Mountain Ski Area.

7. REPORTS

INFORMATION

- a. Board Members
- b. Executive Director

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION

DISCUSSION/POSSIBLE ACTION

- a. Public employment, employee recruitment. (Pursuant to Government Code Section 54957(b)(1)). Position: Executive Director.

10. REPORT ON CLOSED SESSION AS REQUIRED BY LAW

11. ADJOURNMENT

ACTION

The next regular meeting will be May 18th in Bishop at 8:30 am.

EASTERN SIERRA TRANSIT AUTHORITY

Minutes of Wednesday, March 28, 2018 Special Meeting

The special meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 1:33 p.m. on Wednesday, March 28, 2018 at the City of Bishop Council Chambers, Bishop California. The following members were present: Bob Gardner, Karen Schwartz, Kirk Stapp, Jim Ellis, Cleland Hoff, Matt Kingsley, Jeff Griffiths and Bill Sauser. Director Schwartz lead the pledge of allegiance.

Public Comment	None.
Approval of Minutes	Moved by Director Schwartz and seconded by Director Hoff to approve the minutes of the regular and special meetings of March 16, 2018. Motion carried 8-0.
Increase to the Petty Cash Fund	Moved by Director Griffiths and seconded by Director Hoff to approve an increase in the Authority's petty cash fund from \$100.00 to \$200.00. Motion carried 8-0.
Approve Effective Date for Board Stipend	Moved by Director Sauser and seconded by Director Schwartz to approve March 17, 2018 as the effective date for the Board stipend policy. Motion carried 8-0.
Board Member Reports	No reports.
Executive Director Report	No report.
Future Agenda Items	None.
Closed Secession	<p>Open session was recessed at 1:38 p.m. to convene in closed session with all Board Members present to consider Agenda item #10:</p> <p>a. Conference with Labor Negotiators. (Pursuant to Government Code Section 54957.6) – Authority designated representatives; John Helm, John Vallejo. Bargaining Groups; ESTA-MCEA, ESTA-EEA.</p> <p>b. Public employment, employee recruitment. (Pursuant to Government Code Section 54957(b)(1)). Position: Executive Director.</p>

Report on Closed Session	Closed session was recessed at 2:47 p.m. to reconvene in open session with all Board Members present. Director Stapp indicated there was nothing to report from the closed session.
Approval of MOU with MCEA	Moved by Director Stapp and seconded by Director Hoff to adopt and approve the Memorandum of Understanding between ESTA and the Eastern Sierra Transit Authority Management and Confidential Employees Association (MCEA), and to authorize such action by resolution. Motion carried 8-0.
Adjournment	<p>The Chairperson adjourned the meeting at 2:49 p.m.</p> <p>The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for April 13, 2018, in the City of Bishop.</p>

Recorded & Prepared by:

Karie Bentley
Board Clerk
Eastern Sierra Transit Authority

Minutes approved:

STAFF REPORT

Subject: 2018 Reds Meadow Shuttle Special Use Permit
Initiated by: John Helm, 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 Forest Service issues a one-season permit to ascertain if the operation under a special use permit is appropriate and to defer the completion of required regulatory approvals necessary for a longer term permit. At this time, ESTA and the Forest Service continue to believe that the term Special Use Permit valid for one season's operation is the appropriate governing document for the service.

The Special Use Permit for the 2018 Reds Meadow season is based on and includes all material aspects of the 2017 Permit. It is expected that the term of the Permit shall not exceed 180 days in length and will expire no later than November 30, 2018. Other provisions from previous years that are expected to be incorporated in the 2018 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 proposed 2018 Special Use Permit Application and associated Annual Operating Plan are included for review by the Board. John

Vallejo, Inyo County Assistant Counsel, has previously reviewed the U.S. Forest Service Special Use Permit.

A copy of the 2018 season Special Use Permit application and the 2018 season Annual 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 2018/19, it is projected that the Reds Meadow Shuttle will generate \$480,000 in revenues, which will include a \$60,000 contribution to the maintenance fund for the rehabilitated Reds Meadow Road. The revenues and expenses for the 2018 Reds Meadow Shuttle service will be included in the FY 2018/19 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 2018, and to authorize the Executive Director to execute all required documents for the Permit.

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 as shown in attached Exhibit(s). This authorization covers approximately 1000 acres and/or 1.56 miles.

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

Eastern Sierra Transit Authority will be providing 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 trips for passenger shuttle services to Reds Meadows for.

The quota for this use is allocation of trips, which is described as two round-trips per day, and a maximum **55 passengers** per trip.

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 **11/30/2018**. 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.

N. NOXIOUS WEED/EXOTIC PLANT PREVENTION AND CONTROL. The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by California Invasive Plant Council. The holder shall follow prevention and control measures required by Inyo National Forest. When determined to be necessary by the authorized officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the authorized officer and, upon approval, shall be attached to this permit as an appendix.

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

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 **\$110.00**. 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.	
I have read and understand the terms and conditions and agree to abide by them.	U.S. DEPARTMENT OF AGRICULTURE Forest Service
	Authorization is granted:
By: _____	By: _____
HOLDER: EASTERN SIERRA TRANSIT AUTHORITY	(Authorized Officer)
Title: _____	Name: MARGIE DEROSE
Date: _____	Title: ACTING MAMMOTH & MONO LAKE DISTRICTS DISTRICT RANGER
	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, and 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

Appendix A - 2018 ANNUAL OPERATING PLAN 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:	\$8.00
Child (aged 3 – 15 years old) daily pass:	\$4.00
Infant (< 2 years old):	no charge
Adult 3-day pass (good for 3 out of 5 days):	\$16.00
Child 3-day pass (good for 3 out of 5 days):	\$8.00
Adult season pass (good for all of 2016):	\$40.00
Child season pass (good for all of 2016):	\$20.00
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 intergral 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, June 16, 2018 and scheduled end date, September 5, 2018.
- b. ESTA will, at a minimum, follow the shuttle schedule attached as Appendix D from June 16, 2018 through August 19, 2018, 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 16, 2018. 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. Reports shall be submitted twice during the operating season, first at the end of July and then at the end of the operating season
 - b. ESTA will submit a season-end operation report to the Forest Service Program Manager, within 30 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 **760-914-0354**
 - iv. ESTA Executive Director **TBD**
 - 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.
10. **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 16, 2018, if operated) and late season (after August 19, 2018) service may be on a more limited schedule.



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

2018 Daily Schedule

June 16, 2018 - August 19, 2018 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

STAFF REPORT

Subject: 2018 Bishop Creek Shuttle Special Use Permit
Initiated by: John Helm, Executive Director

BACKGROUND:

ESTA started a new summer seasonal service providing two daily round-trips from Bishop to recreation sites in the Bishop Creek Recreation Area. Last month, during the bi-annual service review, the Board approved operation of the Bishop Creek Shuttle during the summer of 2018.

ANALYSIS/DISCUSSION:

A Special Use Permit issued by the Inyo National Forest is necessary for the operation of the Bishop Creek Shuttle route due to the fact that the service delivers passengers to the Inyo National Forest. Staff has worked with U.S. Forest Service staff this spring to complete the draft Special Use Permit for 2018. The Permit is similar in all material respects to the Permit issued in 2017.

Provisions in the Reds Meadow Shuttle Special Use Permit, which are expected to be included in the Bishop Creek Shuttle Special Use Permit include:

- Non-exclusive use: Other uses that do not materially interfere with ESTA's authorized use will be permitted.
- Land Use Fee of \$450.00
- Requirement for submittal of annual operating plan
- Requirement to acknowledge the Inyo National Forest, and non-discrimination provisions in all promotional and informational material.

The proposed 2018 Special Use Permit Application and associated Annual Operating Plan are included for review by the Board. John Vallejo, Inyo County Assistant Counsel, has previously reviewed ESTA's U.S. Forest Service Special Use Permit.

FINANCIAL CONSIDERATIONS

The Special Use Permit application indicates that total revenue for the service this summer will amount to \$2,000. The Land Use Fee for this service will be \$450.00. The revenues and expenses for the Bishop Creek Shuttle will be included in the FY 2018/19 Budget.

RECOMMENDATION

The Board is requested to approve the Special Use Permit application and Annual Operating Plan for the operation of the Bishop Creek Shuttle in 2018, and to authorize the Executive Director to execute any additional required documents for the Permit.

Use Code: 153
Authorization ID: WMD18044
Contact Name: EASTERN SIERRA TRANSIT AUTHORITY
Expiration Date: 10/03/2018

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

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: as shown in attached Exhibit(s). This authorization covers approximately N/A acres and/or 20 miles.

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

Operate a twice daily passenger shuttle service from the City of Bishop to the Bishop Creek Recreation area. Drop-off/Pick-up locations include South Lake and Lake Sabrina, and enroute stops where safe to stop a bus. Operating season estimated to be June 16 - September 3, 2018.
150 trips authorized: 2 trips a day, 15 passengers per trip.

Authorized Agent: John Helm, 760-872-1901

150 temporary use trips for Passenger Shuttle Service from the City of Bishop to the Bishop Creek Recreation Area and back. The quota for this use is an allocation of trips, which is described as two round-trips per day, and a maximum 30 passengers per trip.

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 – See Appendix A
APPENDIX C - Map of the Authorized Area – See Appendix A

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 **10/03/2018**. 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.

N. NOXIOUS WEED/EXOTIC PLANT PREVENTION AND CONTROL. The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by California Invasive Plant Council. The holder shall follow prevention and control measures required by Inyo National Forest. When determined to be necessary by the authorized officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the authorized officer and, upon approval, shall be attached to this permit as an appendix.

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:

\$300,000.00 for injury or death to one person per occurrence,
\$300,000.00 for injury or death to more than one person per occurrence, and
\$25,000.00 for third-party property damage, per occurrence.

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. Land Use Fee. All fees must be paid in advance and are not refundable.

1. The land use fee for this permit is \$150 per 50 service days. **This permit authorizes 150 temporary use trips and the fee is \$450.00.**
2. Additionally, the assigned site fee is N/A and
3. The grazing fee is N/A.

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.

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

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

Authorization is granted:

By: _____
HOLDER: **EASTERN SIERRA TRANSIT AUTHORITY**

Title: _____

Date: _____

By: _____
(Authorized Officer)

Name: **LINDA RIDDLE**
Title: **DISTRICT RANGER**

Date: _____

By: _____
(Authorized Officer)

Name: **MARGIE DEROSE**
Title: **DEPUTY DISTRICT RANGER**

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.

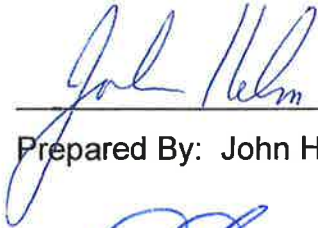
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political 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.

**2018 Annual Operating Plan
Bishop Creek Shuttle**


**Business Name: EASTERN SIERRA TRANSIT AUTHORITY
Contact: JOHN HELM
Phone Number: 760.872.1901
Email: jhelm@estransit.com**



Prepared By: John Helm

March 29, 2018

Date



Reviewed By Special Use Permit Admin.

4/10/18

Date

Authorized Officer Signature
White Mountain & Mt. Whitney Ranger Districts

Date

**2018 OPERATING PLAN
INYO NATIONAL FOREST**

I. GENERAL OVERVIEW OF OPERATIONS

A. Business Name:

1. Legal Business Entity (e.g. Non-profit Corporation, dba, Inc., LLC):
EASTERN SIERRA TRANSIT AUTHORITY, a California Joint Powers Authority
2. Holder Authorized Agent:
JOHN HELM
3. Address
P.O. BOX 1357, BISHOP, CA 93515:
4. Phone Number(s):
760.872.1901
5. Fax Number:
760.784.9566
6. e-mail:
jhelm@estransit.com
7. Web Address:
www.estransit.com

B. Operating Season or Dates and Areas of Operations (including all days that clients are under your care and guidance):

ANTICIPATED OPERATING SEASON FOR THE 2018 BISHOP CREEK SHUTTLE IS JUNE 16 THROUGH SEPTEMBER 3.

C. Total Estimated Revenue (for entire trip duration whether on Inyo NF land or not)

\$2,000.00

D. Total number of clients and total number of guides and client to guide ratio:

ESTIMATE OF 500 PASSENGER TRIPS

E. Describe any Temporary Facilities to be used (portable shelters, rock hardware, etc.)

NONE

F. First Aid Training. List yourself and your employees and indicate the level of training and the expiration date of the certifications.

ESTA EMPLOYEES ARE NOT TRAINED IN FIRST AID AS THEY DO NOT USE THESE SKILLS ON A REGULAR BASIS. IF SOMEONE NEEDS MEDICAL ATTENTION, THE DRIVERS ARE TRAINED TO RADIO OR PHONE (911) FOR ASSISTANCE. ALL BUSES ARE EQUIPPED WITH A BASIC FIRST AID KIT WHICH CAN BE USED BY A DRIVER (IF EXPERIENCED IN FIRST AID CARE) OR BYSTANDER.

G. Will you use any type of radio communication system for general operations or for emergencies? Describe system:

ESTA USES A 2-WAY RADIO SYSTEM (VHF, 155.805), THAT IS BASED IN BISHOP. IT IS EXPECTED THAT MUCH OF THE ROUTE (ABOVE STARLITE ROAD) WILL NOT BE ABLE TO COMMUNICATE WITH THE MAIN ANTENNA AT THE BISHOP AIRPORT. CELL PHONES WILL ALSO BE USED WHERE POSSIBLE, HOWEVER, MUCH OF THE UPPER PART OF THE ROUTE IS NOT SERVED BY CELLULAR COMMUNICATIONS.

H. Explain your emergency procedures in case of accidents or other emergencies:

- 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 WHICH INCLUDES:
 - DRIVER SHALL IMMEDIATELY NOTIFY THE DISPATCHER VIA TWO-WAY RADIO OR CELL PHONE ADVISING OF THE SITUATION THAT HAS OCCURRED AND, SPECIFICALLY, IF THERE ARE ANY INJURIES, SIGNIFICANT PROPERTY DAMAGE OR ROADWAY OBSTRUCTION. IF NECESSARY, DRIVER MAY ENLIST ASSISTANCE OF BYSTANDER TO ASSIST WITH COMMUNICATIONS THROUGH OTHER RESOURCES (E.G. LAND-LINE AT NEARBY RESORT).
 - DISPATCHER OR OPERATIONS SUPERVISOR WILL COORDINATE APPROPRIATE RESPONSE DEPENDING UPON THE SITUATION.
 - IMMEDIATE CARE OF ANY INJURED PERSONS, AND PROTECTING AGAINST FURTHER INJURY OR DAMAGE SHALL TAKE PRIORITY
- ANY COLLISION OR INCIDENT REQUIRING MEDICAL ATTENTION OR INVOLVING A FATALITY WILL BE REPORTED TO THE FOREST SERVICE PROGRAM MANAGER IMMEDIATELY.
- ANY INCIDENT THAT WILL BLOCK OR DELAY TRAFFIC WILL BE COMMUNICATED AS SOON AS IS REASONABLE TO THE APPROPRIATE LAW ENFORCEMENT AGENCY (INYO COUNTY SHERIFF'S OFFICE OR CALIFORNIA HIGHWAY PATROL) VIA 911.
- THE FOREST SERVICE PROGRAM MANAGER WILL BE NOTIFIED OF ALL COLLISIONS OR INCIDENTS WITHIN 24 HOURS.
- ESTA OR ITS SURROGATE WILL PROVIDE COPIES OF ALL COLLISION OR INCIDENT REPORTS TO THE FOREST SERVICE PROGRAM MANAGER WITHIN 72 HOURS.

I. Explain in detail how operations will be run (describe use on Forest):

THE BISHOP CREEK RECREATION AREA SOUTHWEST OF BISHOP IS COMPRISED OF NUMEROUS LAKES AND STREAMS AND PROVIDES PRIMARY TRAILHEADS TO BISHOP PASS AND TO PAIUTE PASS WHICH CONNECT WITH THE PACIFIC CREST TRAIL AND THE JOHN MUIR TRAIL, AS WELL AS THE SABRINA BASIN TRAILHEAD ORIGINATING AT LAKE SABRINA. THESE TRAILHEADS SERVE AS POTENTIAL TRANSIT TRIP GENERATORS FOR THROUGH-HIKERS WHO WANT TO TAKE A BREAK FROM, OR TO REJOIN THE TRAIL. THE EXTENSIVE RECREATION (FISHING, HIKING, CAMPING) OPPORTUNITIES IN THIS AREA ALSO SERVE AS A DRAW FOR RESIDENTS AND VISITORS TO THE OWENS VALLEY. RECOGNIZING THESE FACTORS, THE EASTERN SIERRA TRANSIT AUTHORITY SHORT RANGE TRANSIT PLAN, COMPLETED IN 2015, IDENTIFIED A RECOMMENDATION THAT THE AUTHORITY LOOK TO IMPLEMENT A PILOT PROGRAM TO PROVIDE TRANSIT SERVICE TO NATIONAL FOREST RECREATION AREAS, SPECIFICALLY, THE BISHOP CREEK RECREATION AREA. IN RESPONSE TO THIS RECOMMENDATION, ESTA INITIATED, SEASONAL SUMMER TRANSIT SERVICE IN 2017 FROM BISHOP TO THE BISHOP CREEK RECREATION AREA WITH TWO DAILY ROUND TRIPS. ESTA PLANS TO OPERATE THIS SERVICE AGAIN IN 2018. THE SPECIFICS OF THIS PROPOSED SERVICE ARE DETAILED BELOW.

SERVICE DAYS/SEASON:

JUNE 16TH THROUGH SEPTEMBER 3, 2018, 7 DAYS/WEEK. THIS WOULD RESULT IN A TOTAL OF 80 SERVICE DAYS

SCHEDULE:

ONE ROUND-TRIP IN THE MORNING DEPARTING BISHOP VONS/KMART AT 8:00AM, MAKING STOPS AT CITY PARK, JOSEPH'S BUS STOP ON WARREN STREET, DMV BUS STOP ON WEST LINE STREET, AND ELK'S PARK ON WEST LINE STREET, THEN PROCEEDING TO SOUTH LAKE (8:45), AND LAKE SABRINA (9:10) BEFORE RETURNING TO BISHOP (9:45).

ONE ROUND TRIP IN THE AFTERNOON DEPARTING BISHOP VONS/KMART AT 4:00PM, MAKING STOPS AT CITY PARK, JOSEPH'S BUS STOP, DMV BUS STOP, AND ELK'S PARK, THEN PROCEEDING TO SOUTH LAKE (4:45), AND LAKE SABRINA (5:10) BEFORE RETURNING TO BISHOP (5:45).

THE BUS WILL MAKE "FLAG STOPS" AS REQUESTED AND AS ABLE BASED ON SAFETY CONSIDERATIONS. EXPECTED FLAG-STOP LOCATIONS WOULD INCLUDE, BUT ARE NOT LIMITED TO BUTTERMILK ROAD AT HWY 168, STARLITE DRIVE AT HWY 168, ASPENDELL, NORTH LAKE ROAD AT HWY 168, PARCHE'S RESORT, TYEE LAKES TRAILHEAD, AND SOUTH FORK BISHOP CREEK VILLAGE, AS WELL AS ALL OF THE CAMPGROUNDS ALONG THE ROUTE.

THE BUS WILL USE THE PARKING LOT TURNAROUNDS AT SOUTH LAKE AND AT LAKE SABRINA TO TURN AROUND. ESTA PLANS TO OPERATE THE ROUTE WITH A 15-PASSENGER CUTAWAY STYLE BUS THAT IS ADA COMPLIANT (2 MOBILITY DEVICE SECUREMENT POSITIONS) AND HAS A BIKE RACK WHICH CAN HOLD TWO BIKES (SEE PHOTO BELOW).

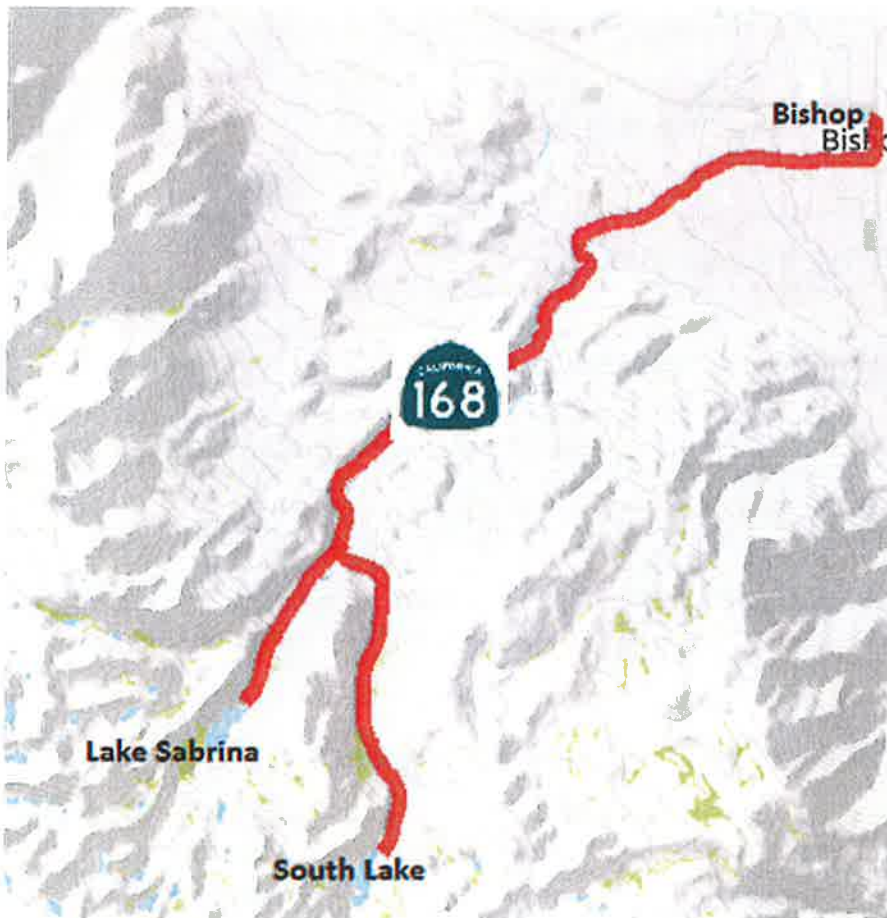


FARES:

\$5.00 FOR A ONE-WAY TRIP, \$2.50 FOR DISCOUNT CATEGORIES (SENIOR, DISABLED, YOUTH). TEN-RIDE PASSES WOULD BE OFFERED FOR A 10% DISCOUNT (\$45 / \$22.50).

J. Provide basic, daily itineraries for each type of trip:

THE ROUTE SCHEDULE AND ITINERARY ARE LISTED IN THE PRECEDING SECTION. MAPS SHOWING THE ROUTE AND THE BISHOP LOCATIONS ARE INCLUDED BELOW.



K. Explain methods for disposing of trash and waste (toilets, litter, etc.):

TRASH IS COLLECTED ABOARD THE BUSES IN A TRASH RECEPTACLE AND DISPOSED OF AT THE END OF THE DAY IN A DUMPSTER AT ESTA'S OPERATING FACILITY IN BISHOP AT THE EASTERN SIERRA REGIONAL AIRPORT.

L. Describe Leave No Trace/Low Impact /Tread Lightly! Practices Used:

ESTA'S OPERATION OF THE BISHOP CREEK SHUTTLE WILL BE OPERATED ALL ON DEVELOPED, PAVED ROADWAYS AND HAS NO ASPECT THAT IS CONDUCTED IN THE WILDERNESS. NONETHELESS, AS PART OF OUR EDUCATION OUTREACH, DRIVERS INFORM PASSENGERS OF LOW IMPACT FRONT-COUNTRY PRINCIPLES:

- STICK TO TRAILS

- STASH YOUR TRASH AND PICK UP WASTE
- LEAVE IT AS YOU FIND IT
- KEEP WILDLIFE WILD
- SHARE THE TRAILS AND MANAGE YOUR PET

M. RESERVED SITES – NONE

THIS PERMIT DOES NOT INCLUDE RESERVED SITES.

N. DESCRIBE EDUCATION COMPONENT OF PERMITTED ACTIVITES

- THE BISHOP CREEK SHUTTLE'S PRIMARY PURPOSE IS TO PROVIDE SAFE, RELIABLE TRANSPORTATION FROM THE BISHOP AREA TO DESTINATIONS IN THE BISHOP CREEK RECREATION AREA. HOWEVER, ESTA DRIVERS WILL BE PROVIDED TRAINING AND INFORMATION ABOUT THE BISHOP CREEK RECREATION AREA AND WILL BE PREPARED TO SHARE THIS INFORMATION WITH PASSENGERS AS APPROPRIATE. SUCH INFORMATION WOULD LIKELY INCLUDE, BUT NOT BE LIMITED TO: AREA TRAILS AND TRAILHEADS, FISHING OPPORTUNITIES, ACCESS TO THRU-HIKE TRAILS, SAFETY PRECAUTIONS (WATER, LAYERS, TIME PLANNING, ETC.), FIRE RESTRICTIONS, WILDERNESS PERMIT REQUIREMENTS, AND NAMES OF PROMINENT GEOLOGIC FEATURES.

II. FOREST SERVICE STANDARDS AND GUIDELINES AND AUTHORIZED USE

- A. This permit does not authorize use on other federal lands, private lands, wilderness areas or research natural areas. It is the permit holder's responsibility to know and inform participants of land line locations.
- B. Participants must remain on trail within the Schulman Grove and Patriarch Grove interpretive areas. Areas outside of these two interpretive sites/trails are open to cross country (unless posted otherwise). Travel so as to not create a visible path. Do not collect any materials from within the Ancient Bristlecone Pine Forest. (Prohibited by law)
- C. Remain on established trails and boardwalks at all Mono Lake destinations. Participants are encouraged to carpool. Do not park in the Navy Beach parking area.
- D. Do not climb on or otherwise disturb tufa towers.
- E. Do not block or prohibit the public's access to any location.
- F. Wilderness access is not authorized.**
- G. Do not disturb any amphibians or sage grouse.
- H. The District Ranger may withhold authorization for the holder to use all or part of an assigned amount of service days for reasons of resource protection, public health and safety, or because of permit violations.
- I. The permittee, as well as his or her employees, agents, guests, and customers, shall abide by all current Forest Service regulations. The permittee is wholly responsible for any actions of these persons. Clientele shall be informed of all regulations regarding National Forest regulations, as discussed in the Operating Plan.
- J. The permittee shall furnish a report of actual use and financial report within thirty (30) days of the close of the season's operations.**
- K. All advertising, including circulars, brochures, advertising, and other materials, or on its World Wide Web site, signs, or letterheads must be approved by the Forest Service prior to publication.**
- L. Motorized vehicle use shall be restricted to existing roads and trails designated on the 2015 Motorized Vehicle Use Map. Park vehicles so as not to block gates, driveways, travel ways.
- M. Take care to protect habitat by avoiding wet meadows, avoid disturbance to riparian habitat along lakeshores and by depositing human waste or other wastewater 200 feet or more from any surface water. Be aware that chemicals such as sunscreen or insect repellent on your skin can affect localized water quality along streams

banks or lake shores. Amphibian species are directly affected by these chemicals. **California State Code 14 CCR § 40 instructs that you must not, among other things, capture, collect, intentionally kill or injure, possess, or transport any native amphibian species.** Be vigilant in your "Leave no Trace" practices, and ensure that your clients do the same. Careful use of the wilderness resource will protect the species and help to allow the continuance of commercial services.

- N. We expect our permittees to conduct their operations in a manner which protects not only the natural resources of the Inyo National Forest but also our rapidly disappearing cultural resources. The ethical treatment of archeological sites and sensitive cultural areas should clearly be a concern of everyone who uses our forests. This should be a particular concern of our permittees and their clients. Archeological sites may be observed, but artifacts of any kind are not to be disturbed, removed or destroyed.

Indiscriminate dissemination of locational data; GPS coordinates, detailed maps or photographs revealing the presence of cultural resources will always result in the disappearance of archeological sites and violations of federal laws such as Archaeological Resources Protection Act, National Historic Preservation Act and Native American Graves and Repatriation Act.

- O. The introduction and spread of non-native plant species and its potential for ecosystem impacts is one of the greatest threats currently facing public lands. Weeds can be spread to new areas in many ways, including in the clothing or shoes of unsuspecting hikers. In order to prevent the spread of weeds into undeveloped areas, outfitter/guide permittees and their clients will check boots, socks, and clothing, and vehicle tires, as applicable, for "hitch-hiking" seeds or other plant parts prior to entering permit areas. Any weeds will be disposed of in trash receptacles. The permit holder will take all steps necessary to prevent the introduction and spread of noxious weeds on National Forest System Lands, including:
- a. Check clothing and equipment for weed seeds prior to and upon leaving forest lands.
 - b. Stay on established roads and trails.
 - c. Wash vehicles, including undercarriage, prior to driving on forest lands to prevent establishing new weed populations.
 - d. Avoid traveling through or camping in weed infested areas.
 - e. Report only small or new infestations of weeds to the permit administrator.

III. SAFETY AND ACCIDENT HANDLING

- A. **Incident Notification.** The holder shall be required to contact the authorized officer as soon as practicable after the following incidents that occur on National Forest System (NFS) lands within the authorized area:
1. Any incident resulting in death, permanent disability, or personal injuries that are life-threatening or that are likely to cause permanent disability;
 2. Any failure of a structural, mechanical, electrical component and its primary connection, or operator error, which impairs the operation or function of a passenger ropeway in a way that could affect public safety, or any ropeway incident that requires reporting to State authorities;
 3. A search and rescue operation to locate a person; or
- i. Any incident that had or has high potential for serious personal injury, significant property damage, or significant environmental or other natural resource damage, including but not limited to avalanches, landslides, flooding, fire, structural failures or release of hazardous substances.
- B. **Method of Notification.** The authorized officer shall determine protocol for how the notification must be made. Notification may be tailored to the unique characteristics of the permitted operation. Report incidents to the assigned permit administrator. All injuries or accidents of clients or employees occurring on National Forest Lands will be reported at the earliest opportunity to the Permit Administrator, White Mountain Ranger District Office (760-873-2510).
- C. **Contents of Notification.** When notifying the authorized officer of an incident, the holder shall be required to specify when, where, and how it occurred, and who was present or affected by the event.
- D. All guides who work alone with their clients will have, as a minimum, a current wilderness first responder card or equivalent first aid certificate.
- E. All major searches or rescue operations will involve the County Sheriff's Department. Emergency Dispatch numbers will be known by all employees.

F. Requests for helicopter rescues will be coordinated through the Sheriff's Department. Forest Supervisor approval must be obtained prior to all flight for life rescue in any Wilderness area.

IV. TITLE VI COMPLIANCE

A. Non-discrimination policy

1. Permit Holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, sex (in educational activities), national origin, age or disability, by curtailing or by refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally and that the holder and 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, and the Age Discrimination Act of 1975.
2. Holder shall include and require compliance with the above nondiscrimination provisions in any third party agreement made with respect to the operations under this permit.
3. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will 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 breach or violation occurs.

B. Public notification of non-discrimination policy

1. The following **nondiscrimination statement shall be posted** in the Holder's office where visible to clients and employees. The nondiscrimination statement shall also be included (in full) on **all printed and electronic materials** that are produced for public distribution or information:

"In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information is also available in languages other than English.

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office or write a letter addressed to USDA and provided in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (a) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (b) fax: (202) 690-7442; or (c) email: program.intake@usda.gov."

"USDA is an equal opportunity provider, employer, and lender."

2. If the size of printed material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text: **"This institution is an equal opportunity provider."** It is expected that the full text be included in all but the smallest print advertising.
3. Printed material also must include the following statement: **"'Holder' operates under a permit from the Inyo National Forest."**

C. Equal Access To Federal Programs

In addition to the above non-discrimination policy, the holder agrees to insure that its program and activities are open to the general public on an equal basis and without regard to any non-merit factor.

STAFF REPORT

Subject: 2018 Reds Meadow Ticket Sales Agreement with Mammoth Mountain Ski Area

Initiated by: John Helm, Executive Director

BACKGROUND:

ESTA has operated the Reds Meadow Shuttle service since 2009. A component of this operation is the provision of ticket sales. 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 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. Prior to last summer, ESTA had to inefficiently staff the ticket office during these slow volume periods.

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

- MMSA has a non-exclusive right to sell Reds Meadow Shuttle tickets.
- MMSA shall provide a weekly report to ESTA detailing sales of the shuttle tickets
- MMSA shall remit the proceeds of the ticket sales to ESTA on a bi-weekly basis

- MMSA shall retain 2% of gross sales as an offset for credit card processing fees.

The draft agreement for the 2018 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 (\$480,000.00) and service season (75 days), the total cost for the ticket sales service would amount to approximately \$20,000. 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 for the 2018 season and to authorize the Executive Director to execute the Agreement.

REDS MEADOW SHUTTLE – 2018 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 25, 2018 and shall end on September 30, 2018. The Agreement may be extended by mutual written consent of the parties.
- 3. PAYMENT.** In consideration for the sale of tickets for the Reds Meadow Shuttle, ESTA shall pay to MMSA a flat fee of \$140.00 for each day that the mandatory Reds Meadow Shuttle operates for the 2018 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 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.
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| 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 |
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- 20. ESTA'S WARRANTIES.** ESTA warrants that (a) ESTA is and shall at all times hereafter be duly organized, validly existing and in good standing under the laws of the State of California and it has duly authorized the execution, delivery and performance of this Agreement; (b) this Agreement has been duly and validly executed and delivered by ESTA and constitutes the valid and binding obligation of the ESTA.
- 20. FORCE MAJEURE AND NO CONSEQUENTIAL DAMAGES.** MMSA shall not be liable for any failure or delay in delivery of services pursuant to this Agreement, or for any failure to perform any provision thereof, resulting from fire or other casualty, riot, strike or other labor difficulty, governmental regulation or restriction

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the ____ day of April, 2018.

EASTERN SIERRA TRANSIT AUTHORITY

MAMMOTH MOUNTAIN SKI AREA

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____