

MAMMOTH TRAILS COMMITTEE MEETING  
Wednesday, January 13, 2015 @ 3pm

Mono County Public Library  
The Ellie Randol Reading Room  
400 Sierra Park Road, Mammoth Lakes, California

[www.mammothlakesrecreation.org](http://www.mammothlakesrecreation.org)

[www.mammothtrails.org](http://www.mammothtrails.org)

Mammoth Trails Committee Members may participate from a teleconference location if the meeting notice has been published in advance at the site of the meeting and the location that they will be calling in from as the site needs to be accessible to the public. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the Board during any one of the opportunities provided on the agenda for public comment.

NOTE: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please call (760) 934-4932. Notification 48 hours prior to the meeting will enable MLR to make reasonable arrangements to ensure accessibility to this meeting. (28CFR 35.102-35.104 ADA Title II)

NOTE: All comments will be limited by the President to a speaking time of five minutes.

## ROLL CALL

Committee Members: Alan Jacoby, Mark Brownlie, Dan Holler, David Page, Danna Stroud

## PUBLIC COMMENT (On items not on the Agenda)

## ADMINISTRATIVE ITEMS

1. Approval of the Agenda – 5 min
2. Approval of the meeting minutes for 12.09.15 – 5 min
  - a. *Attach #1- MLR – Minutes*
3. Winter 2015/2016 Projects
  - a. Winter Snow Play for MLTS Web - Update – *MLTS Staff*
    - i. *Attach #2 – Winter Snowplay*
  - b. Sherwins Egress Signage – *MLTS Staff*
    - i. *Attach #3 – Sherwins Egress Signage*
  - c. Tamarack Signage – *MLTS Staff*
    - i. *Attach #4 - Tamarack Signage*
  - d. Mammoth Trails Meeting – 16/01/14 – *MLTS Staff*
    - i. *Attach #5 – Mammoth Trails Agenda*
4. Winter Recreation Summit – TSMP
  - a. Program Outline – *Danna Stroud*
    - i. *Attach #6 – MLWRS Concept Paper*
5. 2015-2016 Budget Review
  - a. MLTPA – Roles and Responsibilities Review
    - i. “MLTS Key Agreements” – Adopted by TC
      1. *Attach #7 – “Trails Coordination”*
    - ii. “MLTPA Contract” – Approved by TC

- 1. *Attach #8 – “MLTPA Contract”*
    - iii. “MLTPA Leveraged Funds for FY 15/16”
      - 1. *Attach #9 – MLTPA Leveraged Funds*
  - b. Mid-Year Budget Re-allocations
    - i. *Attach #10 - “Re-allocations Spreadsheet”*
    - ii. Project Initiation Sheets for New Projects
      - 1. *Attach #11*
      - 2. *Attach #12*
      - 3. *Attach #13*
      - 4. *Attach #14*
      - 5. *Attach #15*
6. 2016-2017 Budget Preparation
  - i. Trails Coordinator Presentation
7. TOML CIP Project Presentation
  - a. *Document Review – TOML Staff*
8. USFS/TOML Leadership Discussions
  - a. Trails Coordinator Update
9. Future Agenda Items:
  - a. Summer of Stewardship 2016 – MTC Direction + Budget
    - i. Friends of the Inyo
    - ii. MLTPA
  - b. Lakes Basin Stewards Program – MTC Direction + Budget
    - i. Friends of the Inyo

**COMMITTEE MEMBER REPORTS**

**REQUEST FOR FUTURE AGENDA ITEMS**

**ADJOURNMENT**

To the next meeting of the Mammoth Trails Committee which will occur on February 10, 2015 at 3pm. I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the Mammoth Lakes Tourism & Recreation outside showcase not less than 72 hours prior to the meeting dated this 6th day of January, 2016.

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Rich Boccia, MLR Executive Director

**Mammoth Lakes Recreation  
December 9, 2015, Mammoth Trails Committee Meeting Minutes  
Mono County Library Conference Room**

ROLL CALL

President Stroud called the meeting to order at 3:06 p.m. at the Mono County Library, 400 Sierra Park Rd, Mammoth Lakes, CA. Present: Danna Stroud, David Page, Mark Brownlie, Dan Holler, and Alan Jacoby

PUBLIC COMMENT

None.

ADMINISTRATIVE ITEMS

1. Agenda Approved
  - a. Joel reported on the Town and Tamarack collaboration that is occurring after a field trip to the Lakes Basin last week.
2. Motion to approve minutes (M Jacoby, S Stroud, 5-0).
3. MLTS Winter Programs Update was given by Joel Rathje
  - a. Rathje reviewed the Sherwins egress access (Mill City, Borrow Pit and Snowcreek golf course) signage and what is different this year compared to last year.
    - i. Jacoby asked about biking opportunities in the Sherwins in the winter. Wentworth mentioned that a biking symbol would be dependent on Forest Service approval. Discussion about biking being included in the future, acknowledging that is in demand and that Jacoby will continue to ensure it stays in the forefront of peoples' minds, occurred.
  - b. Rathje gave an update on the Friends of the Inyo and Town contract for winter grooming in Shady Rest.
  - c. Wentworth reviewed the MLTS Website development and needs, specifically winter content photos.
    - i. Page double checked that MLR would have access to the photos.
  - d. USFS/TOML Leadership Meeting was reviewed by Rathje.
    - i. The SR 203 Tunnel was discussed. Where snowmobiles go after they go through the tunnel, what is the next step if tunnel access is granted was also discussed.
  - e. Winter Snow Play – Rathje stated that snow play is an issue in the community, and if this is something, that MTC should consider. The history of how snow play has been handled in the past and communication efforts concluded that there are not a lot of identified spots and that Forest Service is the agency that controls the approval and communication of snow play opportunities.
    - i. Draft snow play information sheet to distribute Chamber, hotels, Visitor Center, etc. that articulates where the opportunities are.
      1. To include the areas approved by Forest Service (Shady Rest Park, Mammoth Scenic Loop, Borrow Pit, Mill City, and Wooly's)
  - f. Mammoth Trails meeting in January 2016 – Joel Rathje says that in this meeting he would like to bring in several user groups to discuss OSV.
4. Hayes Haislip from TOML public works discussed the Main Street sidewalks, which included the background on how the sidewalks, the current status with CalTrans and other agencies, and the different phases that will occur to complete the sidewalks.

**Mammoth Lakes Recreation  
December 9, 2015, Mammoth Trails Committee Meeting Minutes  
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5. Signage and Wayfinding – John Wentworth gave a PowerPoint overview of the adopted sign program used in Mammoth Lakes.
  - a. Review of how the signage program goes from implementation to ongoing program project.
6. 2015-2016 Budget Review
  - a. Dan Holler gave an overview of the Measure R allocation to Trails.
  - b. Rathje wanted to encourage all MTC members to become well-versed in the Trails System Master Plan and read the document.
7. There was discussion regarding Committee Assignments within a half day meeting that also includes mid-year budget review.
  - a. Staff will confirm a meeting to review what needs to be prepared to recommend to the committee.

COMMITTEE REPORTS

Alan Jacoby is interested in allowing fat biking on Town MUPs.

REQUEST FOR FUTURE AGENDA ITEMS

- Hayes will join the group regarding an update on the grant.
- Update on the Forest Service and TOML leadership meetings
- Winter snow discussion – Staff Report
- Staff TSMP update
- Scheduling user-group Summits

ADJOURNMENT

There being no further business to come before the Mammoth Trails Committee, the meeting was adjourned at 6:00 p.m.

Respectfully submitted,

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Lesley-Anne Hoxie  
Executive Assistant  
Mammoth Lakes Recreation





**MLTS Candidate Snowplay Experiences  
Recommended for Consideration by the USFS  
For mammothtrails.org - New Content Development  
Winter 2015-2016**

**1. Mammoth Creek Park, East (TSMP Winter Recreation Node Table 4-3)**

**PROS**

- Large, open, flat area
- Easily accessible
- Public transit stop nearby
- Access to the MUP
- Loop experience: Mammoth Creek Road to Sherwin Creek Road

**CONS**

- Marginal/not necessarily plowed parking area

**2. Mammoth Creek Park, West (TSMP Winter Recreation Node Table 4-3)**

**PROS**

- Flat area, good for young children
- Public transit stop nearby
- Fence separating park from Old Mammoth Rd.
- Maintained/plowed parking

**CONS**

- City has posted signs that playground is closed

**3. Mill City (TSMP Winter Recreation Node Table 4-3)**

**PROS**

- Easily accessible from town
- Variety of types/levels of snowplay
- An alternative to Lake Mary Road use conflict
- Snow-covered road provides open path for novice users to follow
- Cited in USFS ““Winter Recreation – Talking Points, Rules, and Regulations” Press Release from Winter 2014-2015

**CONS**

- No public transportation
- Minimal parking
- No facilities
- Increased vehicle traffic on Old Mammoth Rd.



#### **4. Scenic Loop *(Not identified in TSMP Winter Recreation Nodes)***

##### **PROS**

- Close to town
- Variety of types/levels of snowplay
- Cited in USFS “Winter Recreation – Talking Points, Rules, and Regulations” Press Release from Winter 2014-2015
- Not heavily travelled
- Ample off highway parking

##### **CONS**

- Congestion on Scenic Loop/HWY 203 junction
- No facilities
- Additional signage is needed to encourage users to snowplay and park away from the blind corner.

#### **5. Deadman Summit Hill *(Not identified in TSMP Winter Recreation Nodes)***

##### **PROS**

- Ample parking
- Variety of snowplay terrain
- Cited in USFS “Winter Recreation – Talking Points, Rules, and Regulations” Press Release from Winter 2014-2015

##### **CONS**

- No facilities
- Several user groups

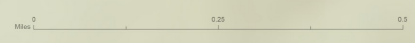
# Borrow Pit

## Winter Access



Have a smartphone?  
Want to learn more about the Mammoth Lakes Trail System?  
Download a QR barcode-reader app, then scan these graphics found on trail signs along the way!

**VISIT**  
[WWW.MAMMOTHTRAILS.ORG](http://WWW.MAMMOTHTRAILS.ORG)











**Meeting Agenda**  
**January 14, 2016 5:00 – 7:00**  
**Mammoth Lakes Library**  
**DRAFT AGENDA**

**1. Introductions**

**2. Introduction to Mammoth Trails**

- a. Mammoth Trails Charter + Signatories

**3. Agenda Items**

- a. Introduce Joel Rathje, MLTS Trails Coordinator
- b. USFS Efforts – Erin Noesser + Janelle Walker
  - i. Winter Recreation in Mammoth Lakes
    - 1. Information Gathering
    - 2. “Subpart C: OSV EA”
  - ii. TAP/TAR – Erin Noesser
    - 1. “Travel Analysis Report” - Update
  - iii. Forest Plan Revision – Deb Schweizer
    - 1. Wilderness Evaluation Maps, Wild & Scenic River Evaluation and Species of Conservation Concern analysis released – comments being accepted
    - 2. INF Staff Presentation to Washington Office
- c. BLM Efforts - Jeff Starosta
  - i. BLM planning efforts in Mammoth Lakes
- d. MLTS Efforts
  - i. Mammoth Trails Committee – Introductions/Update
  - ii. Soft Surface Trail Maintenance – Summer 2016
  - iii. MLTS Winter Programs + Efforts
  - iv. Winter Recreation Summit – Review/Discussion
  - v. LABSS on-site alignment reviews
  - vi. SHARP + LABSS: Draft Trail Alignment Studies
  - vii. MLTS Website
    - 1. New Activities for MLTS Website
    - 2. New Experiences for MLTS Website
- e. Mammoth Trails: Potential New Membership
  - i. Eastern Sierra Responsible Riders
  - ii. Sierra Eastside Mountain Bike Association (SEMBA)
- f. Eastern Sierra Recreation Collaborative
  - i. Regional Sustainable Recreation Strategy

ii. SHIFT Values and Principles

**4. Next Mammoth Trails Meeting – Agenda Items**

**5. Adjourn**

## **Mammoth Lakes Winter Recreation Summit (MLWRS): “Implementing Your Trail System Master Plan”**

Proposed Dates: 1) February 25-28, 2016 (Thu-Sun) or 2) February 18-21, 2016 (Thu-Sun)

Locations: TBD - potential sites include USFS Auditorium, MMSA Conference Center, Snowcreek Athletic Club, Edison Theatre, Mammoth Arts Theatre, TOML Suite Z

Purpose: Open a community dialogue about winter recreation in Mammoth Lakes and gather information/input for the development of a community-based winter recreation strategy that will inform future policy and investment decisions around our winter recreation infrastructure and experience needs. National interests in Winter Recreation: “Embrace national interests, don’t be dictated by them.”

Format: MLWRS will feature keynote speakers representing diverse winter recreation interests and sharing expertise and insight. There will be concurrent breakout sessions where relevant topics of interest will be discussed and facilitators will capture key insights to report back in general sessions. Organized tours around specific activities will be conducted by experienced users and offer attendees some winter play opportunities. Social activities may include films, receptions, dinners and informal gatherings throughout town.

### Topics:

- Lakes Basin/Tamarack Experience
- Inyo Craters/Shady Rest Experience
- Winter Mobility using existing infrastructure
- Winter Transportation
- Snowplay Experience
- Fat Bike Winter Use
- USFS Subpart C
- Winter Activity Etiquette
- Ice Rink/Multi-Use Facility
- Snowmobile Access
- Mammoth Lakes Trail System Information Source
- Climate Change
- Sustainable Recreation Efforts

### Overarching Themes:

- Consider how winter recreation activities are adaptable to snow/no snow (climate change)
- Develop recommendations for future policy decisions
- Establish communication protocol/channels

Participants: Open to the public (small registration fee??) including community residents, second-homeowners, visitors, user groups, state and federal agency personnel, NGO’s (local, state, national), media (local, state, national), possible vendors.

Hosts: Mammoth Lakes Recreation, MLTS/MLTPA, MMSA

Mammoth Lakes Winter Recreation Summit – Concept Paper 12/31/15 – Updated 16/01/05


**Mammoth Lakes Recreation**  
**“Mammoth Lakes Trail System**  
**Program Management”**



**MLR Board of Directors**  
**February 23, 2015**



MLR

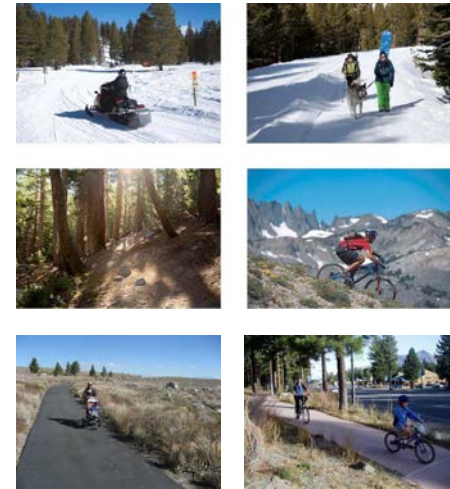
What is the  relationship?



**TOWN OF MAMMOTH LAKES SERVICES AGREEMENT BETWEEN THE TOWN OF MAMMOTH LAKES AND  
MAMMOTH LAKES RECREATION (MLR)  
EXHIBIT “B” Fiscal Year (FY 14-15) Deliverables**

5. Mammoth Lakes Trail System
- Act as the lead organization and contact point with TOML staff interactions with USFS for strategies, funding, and projects.
  - Collaborate with the Town and partners on providing recommendations to Town Council for the continuation, prioritization, implementation, and design of programs and services to support the Mammoth Lakes Trail System and the leveraging of the annual \$300,000 allocation for the MLTS committed through FY 16-17.  
MLR will focus on delivering the following:
    - Based on annual Council project approvals MLR will initiate implementation of directed projects and coordination with partners, including projects in FY 14-15 and development of project list and budget for FY 15-16.
    - MLR will review and confirm the list of initial trails to be incorporated in the SHARP NEPA review by December 31, 2014 and recommend a level(s) of funding to be committed for future SHARP area trail maintenance.
    - MLR will review the Lakes Basin Special Study (LABSS) and recommend a level of action to be taken by the Town Council by February 1, 2015 in regards to the LABSS document.
    - MLR will develop recommendations including funding levels for proceeding forward with implementation of LABSS.
    - Projects implemented under the Town and USFS MOUs, permits and agreements will receive the Town and USFS review and approval prior to implementation.
  - Engage with the Town on the oversight and ongoing development of the mammothtrails.org website, with planned (possible) transition of website management or support to MLR, pending USFS review, coordination with the Town and continued work with current partners, targeted for September 2015.





**Town of Mammoth Lakes Trail  
System Master Plan**

Adopted: October 19, 2011

# Other TOML Multi-Modal Transportation Documents

**MAMMOTH LAKES**

**TRANSIT PLAN**

*Prepared for the*  
Town of Mammoth Lakes

*Prepared by*  
LSC Transportation Consultants, Inc.  
P.O. Box 5875  
2690 Lake Forest Road, Suite C  
Tahoe City, California 96145  
530/583-4053

March 27, 2000

LSC # 987470  
Mammoth Transit Plan Draft 4 HS.wpd



Town of Mammoth Lakes  
Draft General Plan Mobility Element  
October 10, 2011

## General Bikeway Plan

Town of Mammoth Lakes, CA  
February 2014

**“The Town of Mammoth Lakes Trail System Master Plan was conceived as a way to guide the development of an extensive, integrated, year-round trails network for the Town of Mammoth Lakes which will improve mobility and quality of life for residents, and provide the widest range of outdoor experiences for both residents and visitors.”**

“Trail System Master Plan – Executive Summary” – October, 2011

**“The trails network will also support sustainable economic development, allowing Mammoth Lakes to grow its economy while maintaining the desirable characteristics that have brought residents and visitors here in the first place.”**

“Trail System Master Plan – Executive Summary” – October, 2011

**“A year-round trail system is essential to sustain Mammoth’s recreation-based economy.”**

“Trail System Master Plan – Vision, Goals and Objectives” – October, 2011



## WHAT'S DIFFERENT THIS TIME AROUND?



### **Program Management Must Be**

- **Effective**
- **Efficient**
- **Timely Implementation**

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- **Timely Implementation**

**The MLTS program must be coordinated and managed at a central point which will be accountable for MLTS Program outcomes.**

# Mammoth Lakes Trail System 2006/2012

## Over 70 Partnered Projects

**Mammoth Lakes Trail System**  
**"Summary of Partnered Efforts 2006 – 2012"**

**Public Agencies**

**Citizens and Community of Mammoth Lakes**


**Non-Profits/NGOs**      **Private Sector**

*This 'partnership triangle' shows the relationships between public agencies, the private sector, nonprofit organizations and the community of Mammoth Lakes who have all worked together on over 70 partnered projects to build and enhance the Mammoth Lakes Trail System since 2006.*

*Partners Include (per order of Summary):*

Volunteers	Town of Mammoth Lakes
Mammoth Mountain Ski Area	Mammoth Lakes Trails and Public Access Foundation
United States Forest Service/Inyo National Forest	Sherwins Working Group
Sierra Nevada Conservancy	Friends of the Inyo
Developers' Forum	Mammoth Trails
Sherwin Area Recreation Plan Trails Technical Committee	Chadmar Group
The Plum Family	Westin Monache Resort
Mono County	Measure R Committee
The Voters of Mammoth Lakes	Measure U Committee
Mammoth Lakes Tourism	Eastern Sierra Interpretive Association
	National Forest Foundation

  
 March 21, 2013

  
 Enhancement of the Mammoth Lakes Recreation Product  
**"The Mammoth Lakes Trail System: Product Development and Construction 2006 - 2012"**  
 Estimated Investment + Project Summary

**PRODUCT DEVELOPMENT**

First Steps	\$ 68,308.00
"Planning" + "Information Systems"	
Trail System Master Plan	\$ 250,000.00
Measure R Campaign	\$ 50,000.00
MLTPA Grants and Organizational Development	\$ 167,893.88
Town of Mammoth Lakes Grants (awarded)	\$ 381,535.00
Total Product Development 2006-2010 = \$ 917,736.88	

**PRODUCT CONSTRUCTION AND DEVELOPMENT**

USFS and Town of Mammoth Lakes Construction Projects (2006-2012)	\$ 17,568,000.00
"Lake Mary Road Bike Path Project" + "Work on Lake Mary Road" + "Bike Path Wayfinding and Signage" + "Twin Lakes Parking Lot and Trailhead Improvements" + "Trail System Gap Closure at Sherwin Street"	
MLTPA Measure R Contracts from MLTPA Measure R Applications (2009-2012)	\$ 957,060.00
Leveraged funds to benefit Measure R contracts from MLTPA Applications (2009-2012)	\$ 492,771.00
Percentage relationship of leveraged funds to Measure R contract funds = 51.49%	
Additional Projects and Funding	\$ 229,991.62
"Maintenance" + "Operations" + "Planning" + "Fundraising"	
Total Product Construction and Development 2006-2012 = \$ 19,247,822.62	

**VOLUNTEER HOURS: Citizen, Community + MLTPA Board of Directors**


Value of Total Volunteer Hours using \$21.79 as the multiplier*	\$ 277,059.85
Total community volunteer hours for MLTPA MR contract projects (2009/2012) =	8,634
Total MLTPA Board volunteer hours (2007/2012) =	1,176
Total "Summer of Stewardship: Trail Days" volunteer hours (2009/2012) =	2,906
Total Volunteer Hours (2007/2012) =	12,715
<small>*NB: Please see <a href="http://www.independentsector.org/volunteer_time">http://www.independentsector.org/volunteer_time</a></small>	
Total Value of Volunteer Hours* = \$ 277,059.85	

Total Estimated Investment in Mammoth Lakes Trail System 2006-2012 = \$ 20,442,619.35

**SPECIAL TAX MEASURES**

Revenue from Measure R: October 2008 - December 2012	\$ 3,921,271.00
Percentage of Measure R spent on MLTS via MLTPA MR contracts to date =	24.41%
Revenue from Measure U: October 2008 - December 2012	\$ 1,179,180.80
Percentage of Measure U spent on MLTS via MLTPA contracts to date =	0.00%
Percentage of special tax measures spent on MLTS via MLTPA contracts to date =	18.76%

Prepared by MLTPA - April 2, 2013

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# Mammoth Lakes Trail System 2006/2012

## Over 70 Partnered Projects

## Over \$19,000,000 Invested

**Mammoth Lakes Trail System**  
**"Summary of Partnered Efforts 2006 – 2012"**

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Prepared by MLTPA - April 2, 2013

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# Mammoth Lakes Trail System 2012/2014

## MLTS CC Recommended Projects




MAMMOTH LAKES TRAIL SYSTEM COORDINATING COMMITTEE MASTER PROJECT & BUDGET TRACKING LIST FOR FY 2014-2015

CODE	PROJECT + DESCRIPTION	Budget	2012-13 FUNDS CARRY-OVER TO FUTURE YEARS	APPROVED 2013-14 FUNDING	CARRY-OVER AVAILABLE FOR 2014-15	2014-15 MLTSCC & REC. COM. SUGGESTED FUNDING	TOTAL PROJECT FUNDING AVAILABLE AS OF 4-30-14	CURRENT STATUS	NEXT ACTION/NOTES
<b>ADMINISTRATION</b>									
111	<b>MLTS GOVERNANCE:</b> MLTS Coordinating Committee & Annual Budget - Convening and staff support for the MLTS Coordinating Committee (MLTS CC) in conjunction with the MLTS Management Program (project 411).	4		\$31,900.00	\$0.00	\$19,755.00	\$19,755.00	50% for Administration of the MLTSCC from the \$29,500.00 consultant contract + \$10,050.00 est. staff time for FY 2014-2015.	
	<b>MLTS GOVERNANCE:</b> MLTS Facilities for TOML CIP - Tracking of projects in the Town's Capital Improvement Plan (CIP).	4	\$3,000		\$3,000.00	\$0.00	\$3,000.00	To be used by MLTSCC as contingency.	
			2013-2014						
	<b>MLTS GOVERNANCE:</b> MLTS Implementation Plan - Further refinement of Trail System Master Plan project implementation recommendations to be coordinated with the MLTS CC (project #421).	4			\$0.00	\$0.00	\$0.00	Integrated the MLTSMP list and MLTPA list with the Master Tracker List.	Establish projects and budgets for FY 2014-15
431	<b>Mammoth Trails</b> - Maintenance of "Mammoth Trails", a confederation of outdoor recreation user groups and clubs that meets monthly.	4				\$1,200.00	\$1,200.00	\$100.00 per month to encourage user groups to communicate and plan jointly.	
461	<b>MLTS Data Library</b> - Collection and maintenance of GIS, use information, and other data relevant to the maintenance and operations of the MLTS.	4				\$1,000.00	\$1,000.00	Staff start up funding to develop program	Data to be maintained by TOML
461	<b>MLTS Photo and Image Library</b> - Maintenance and management Development of the MLTS photographic and image library.	4				\$1,000.00	\$1,000.00	Staff start up funding to develop program	Data to be maintained by TOML
111	<b>MLTS GOVERNANCE:</b> MLTS Management Program - Review and updating of the current draft MLTS Management Plan including an Operations and Management plan for the MLTS. (Winter snow management of all MUPs) Work product from previous MLTPA contracts	1			\$6,500.00	\$0.00	\$6,500.00	TOML staff review of draft complete	Final is not needed by TOML at this time. TOML staff or consultant may be needed to create a final version.
<b>ADMINISTRATION FUNDING SUB TOTAL</b>					\$9,500.00	\$22,955.00	\$32,465.00		
<b>CAPITAL PROJECT &amp; PLANNING</b>									
New #412	<b>Soft Surface Challenge Cost Share Agreement w/ USFS</b> - Development of scope, standards, budget, and deployment for the MLTS soft surface trail system.					\$5,000.00	\$5,000.00	Consultant proposal for services	Needed to precede SHARP soft surface development.
New # 571	<b>Lakes Basin Early Opening/Late Fall Closure</b> - Restroom/Port-a-Potty for users.	TBD				\$750.00	\$750.00	Waiting for member Taylor's report to Town Manager.	Discuss and coordinate with USFS
New #446	<b>Over Snow Vehicle NEPA Review</b> - USFS NEPA review of OSV use on groomed trails and non-groomed areas.	TBD				\$20,000.00	\$20,000.00	Discussions with MLTSCC & USFS	TOML portion of USFS \$86,000.00 grant match
111	<b>MLTS GOVERNANCE:</b> MLTS direct project management - Support for the MLTS Coordinating Committee (MLTS CC) programs and projects.		\$7,500		\$0.00	\$19,755.00	\$19,755.00	50% for direct project cost from the \$29,500.00 consultant contract + \$10,050.00 est. staff time for FY 2014-2015.	
			2013-2014						

# Mammoth Lakes Trail System - Today

## MLR Trails + Reconciliation Committee – Consolidation of all MLTS Projects

 MLTS Projects Status Analysis - DRAFT 150117						
						= Requires Discussion
						= No Funding Identified
						= MLR Reserve/Unencumbered Funds
CODES	SUBCODES + TITLES	TASK ASSIGN	TOTAL FUNDS TO DATE	TC Allocation FY 14/15	PROJECT DESCRIPTIONS FROM MLR RECON + TC APPROVED PER MLTS CC (2014/2015)	
100	Planning					
	110 Strategic/Master Planning					
	111 MLTS Governance, MLTS Support	TBD	19,755.00	19,755.00		MLR RECON: Town Staff Support Hours for Direct Project Management - Projects TBD TC APPROVED PER MLTS CC: MLTS GOVERNANCE: MLTS Coordinating Committee & Annual Budget - Convening and staff support for the MLTS Coordinating Committee (MLTS CC) in conjunction with the MLTS Management Program (project 411).
	111 MLTS Governance, MLTSCC Support	TBD	19,755.00	19,755.00		MLR RECON: Reserve/Unencumbered TC APPROVED PER MLTS CC: MLTS GOVERNANCE: MLTS direct project management - Support for the MLTS Coordinating Committee (MLTS CC) programs and projects
	111/411 MLTS management	TBD	6,500.00	-		MLR RECON: Reserve/Unencumbered TC APPROVED PER MLTS CC: MLTS GOVERNANCE: MLTS Management Program - Review and
	111 MLTS Governance	TBD	-	-		MLR RECON: n/a MLTS GOVERNANCE: MLTS Implementation Plan - Further refinement of Trail System Master Plan project implementation recommendations to be coordinated with the MLTS CC (project #421).

MLR

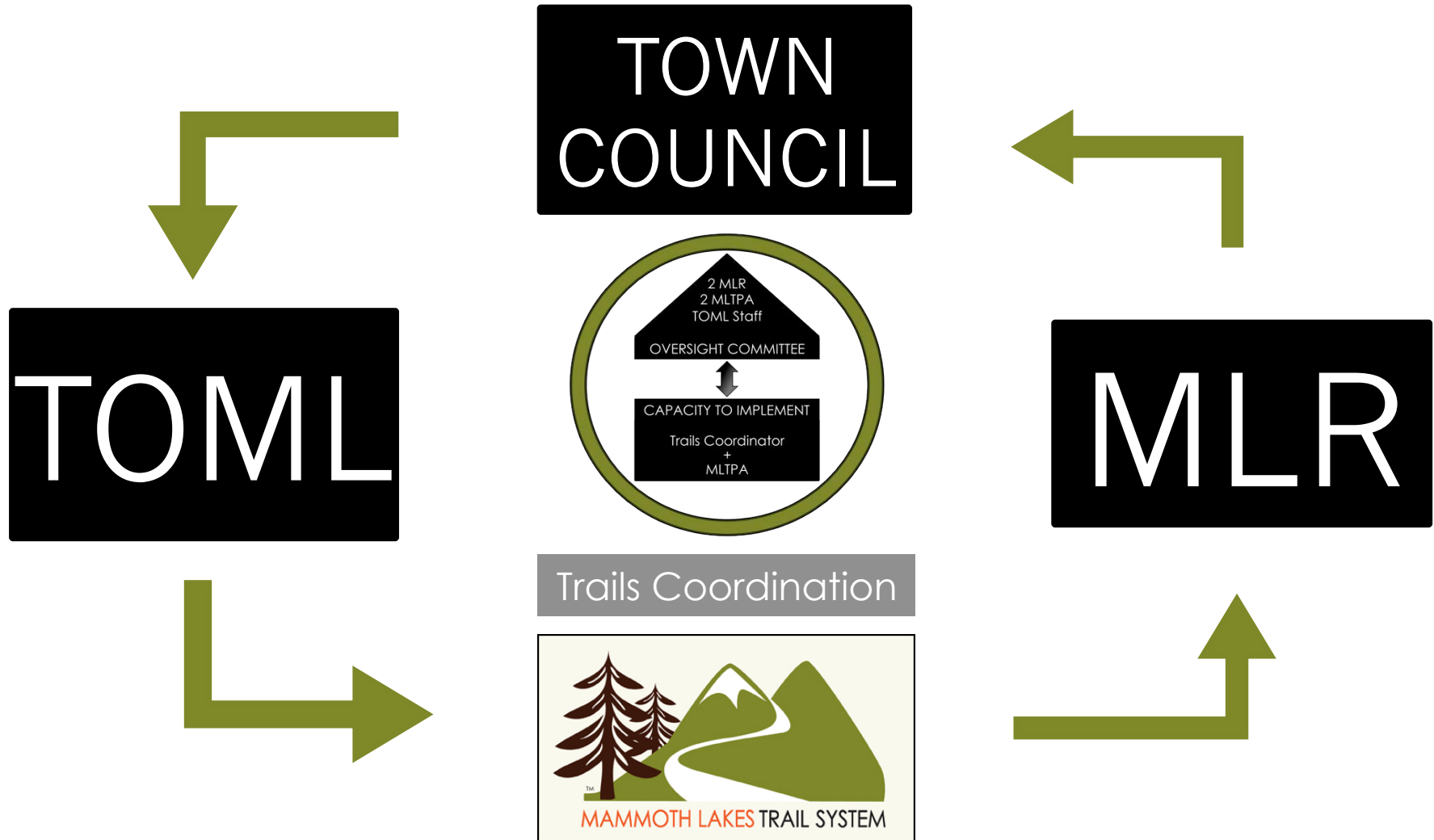
How to effectively manage the MLTS Program?



# Trails Coordination







Trails Coordination

**ANNUAL WORKFLOW**

Trails Coordination

## **ANNUAL WORKFLOW**

✓ **Step by Step Review**

## Trails Coordination

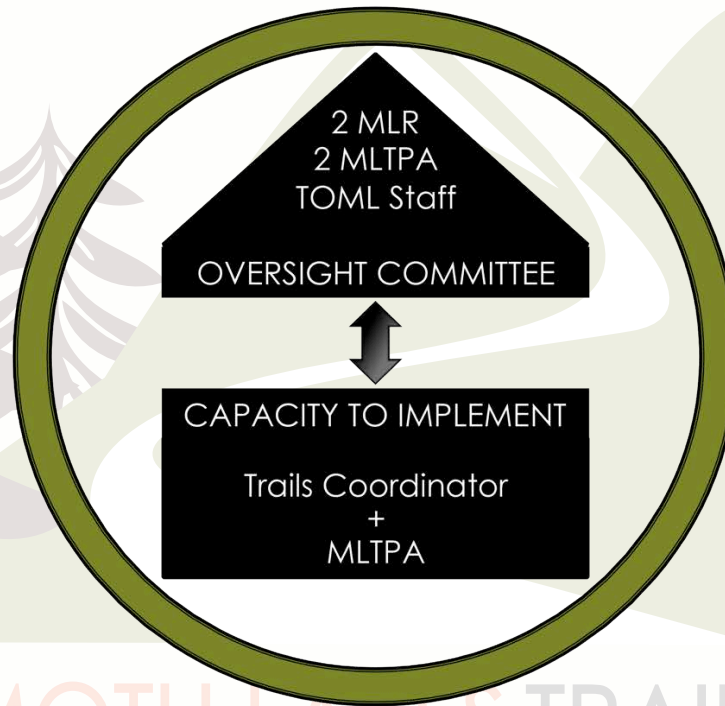
### **ANNUAL WORKFLOW**

- ✓ **Step by Step Review**
- ✓ **Identify the Key Agreements within the Workflow**

## **Key Agreement #1: Statement of Shared Value**

**“To ensure the effective, efficient and timely implementation of the Town of Mammoth Lakes’ component of the Mammoth Lakes Trails System, as defined by the Town’s adopted Trail System Master Plan, the MLTS program will be coordinated at a central point which will be accountable for MLTS Program outcomes.”**

## Trails Coordination



MAMMOTH LAKES TRAIL SYSTEM

## OVERSIGHT COMMITTEE





2 MLR  
2 MLTPA  
TOML Staff

OVERSIGHT COMMITTEE

CAPACITY TO IMPLEMENT

2 MLR  
2 MLTPA  
TOML Staff

OVERSIGHT COMMITTEE

?

CAPACITY TO IMPLEMENT

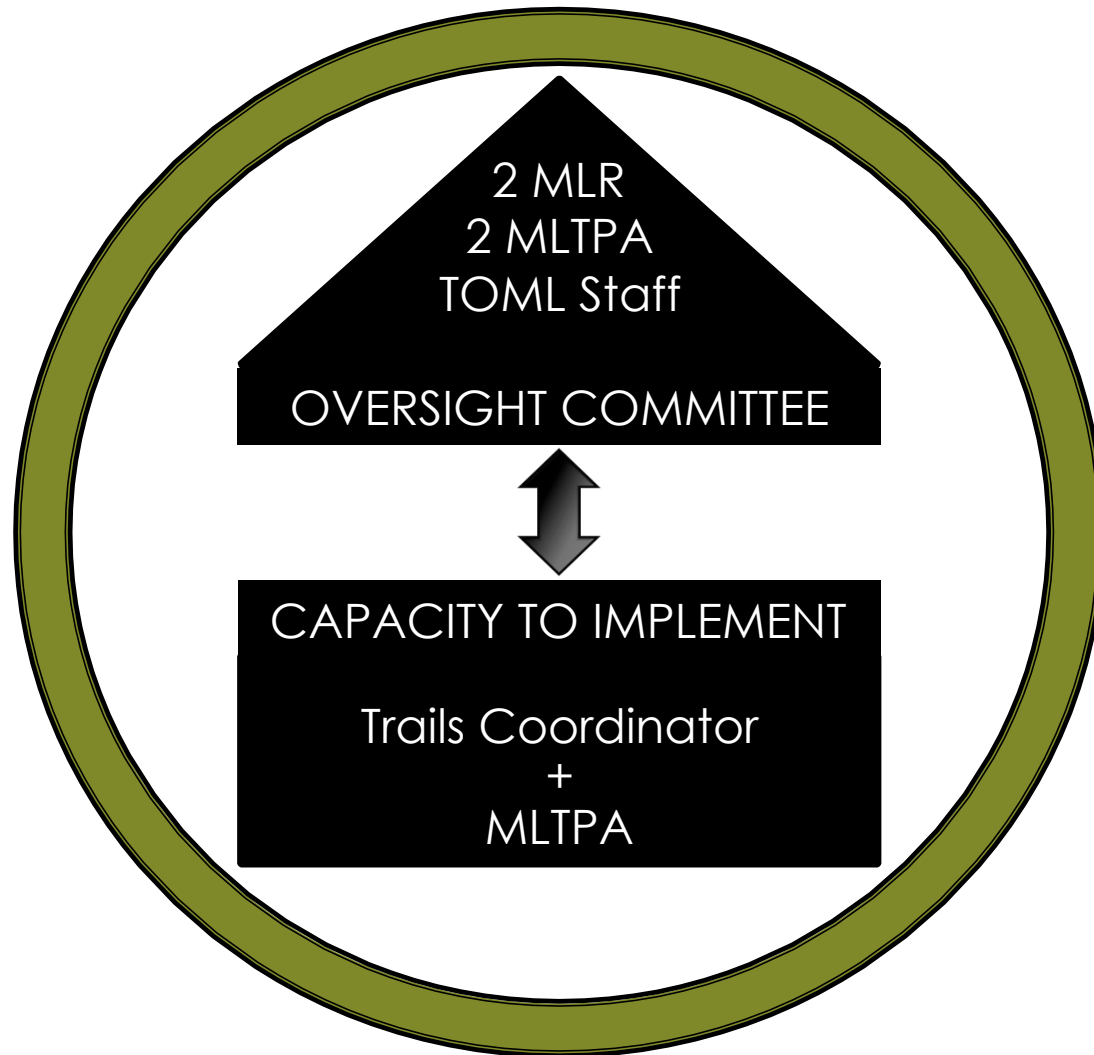
2 MLR  
2 MLTPA  
TOML Staff

OVERSIGHT COMMITTEE

?

CAPACITY TO IMPLEMENT

Trails Coordinator  
+  
MLTPA

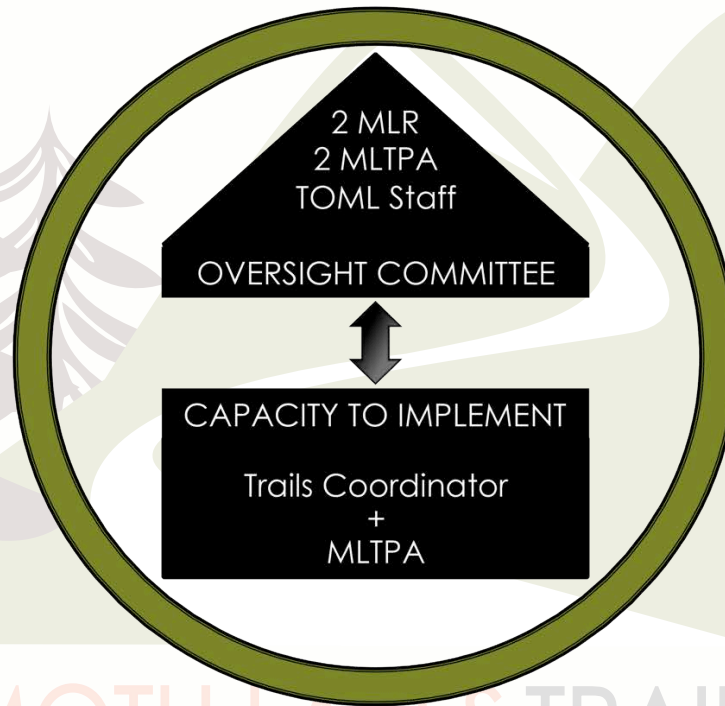


## **Key Agreement #2: MLTS Oversight and Policy Structure**

**“An effective central point for MLTS coordination and project implementation will include a governance body providing oversight and policy recommendations and expanded capacity for the regular and ongoing operations of the Town’s component of the MLTS. It is proposed that this body, to be called the Mammoth Trails Committee, would replace the current MLR MLTS committee and receive primary staff support from the proposed Trails Coordinator position. It is recommended that the committee be comprised of the following:**

- 2 members of the MLR Board**
- 2 members of the MLTPA Board**
- The Town Manager or designee. ”**

## Trails Coordination



MAMMOTH LAKES TRAIL SYSTEM

## Trails Coordination

### Added Capacity

Measure R

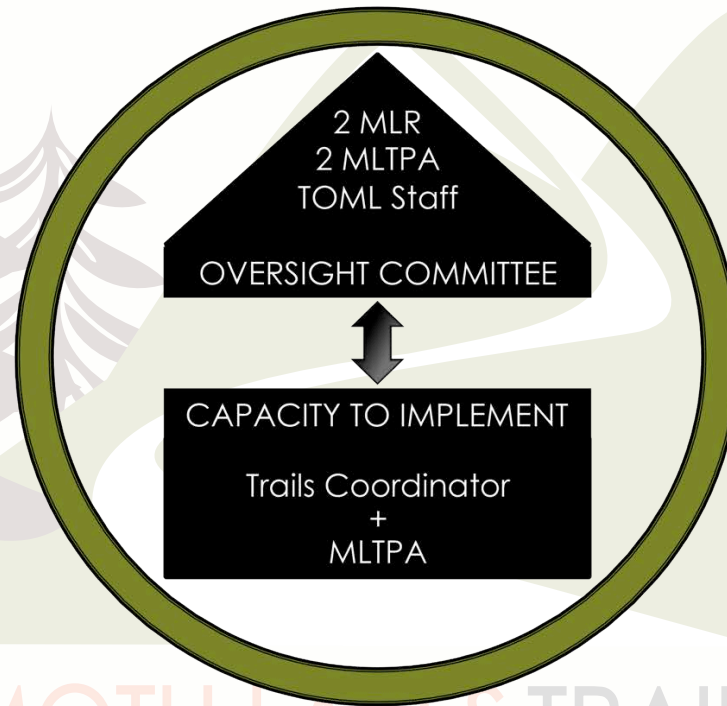
Fundraising

User Groups

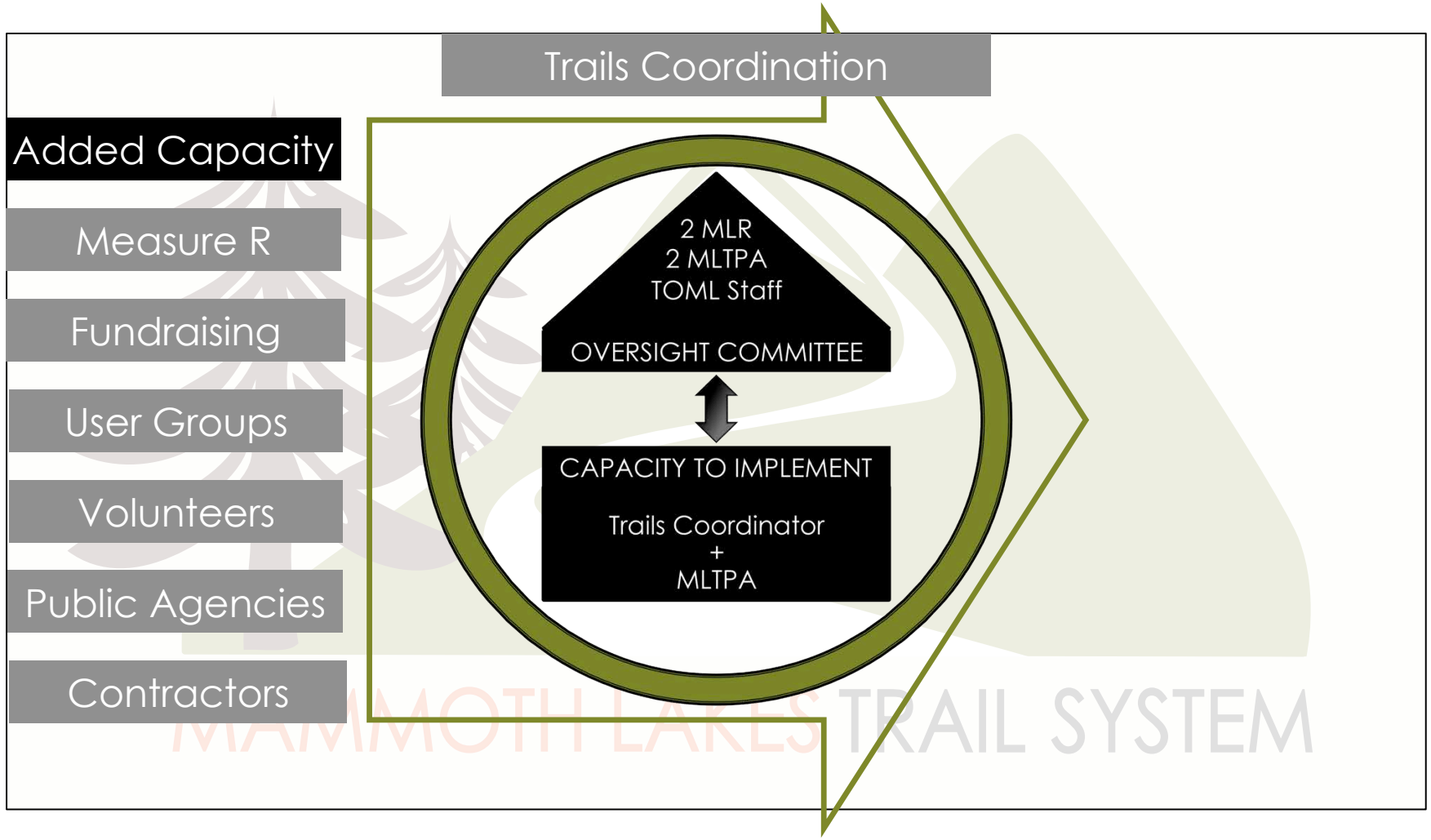
Volunteers

Public Agencies

Contractors



MAMMOTH LAKES TRAIL SYSTEM



Trails Coordination

Added Capacity

Measure R

Fundraising

User Groups

Volunteers

Public Agencies

Contractors

2 MLR  
2 MLTPA  
TOML Staff

OVERSIGHT COMMITTEE

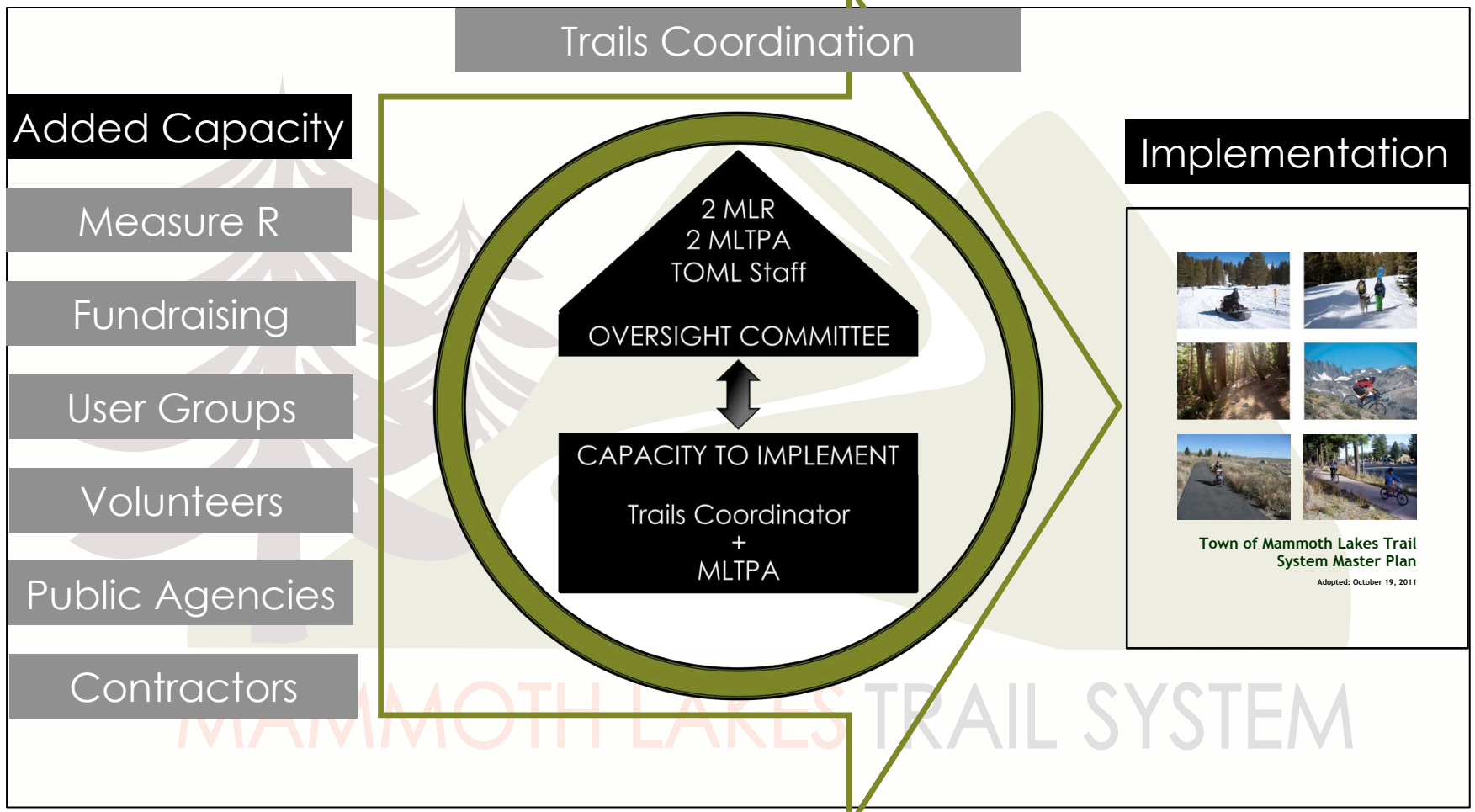


CAPACITY TO IMPLEMENT

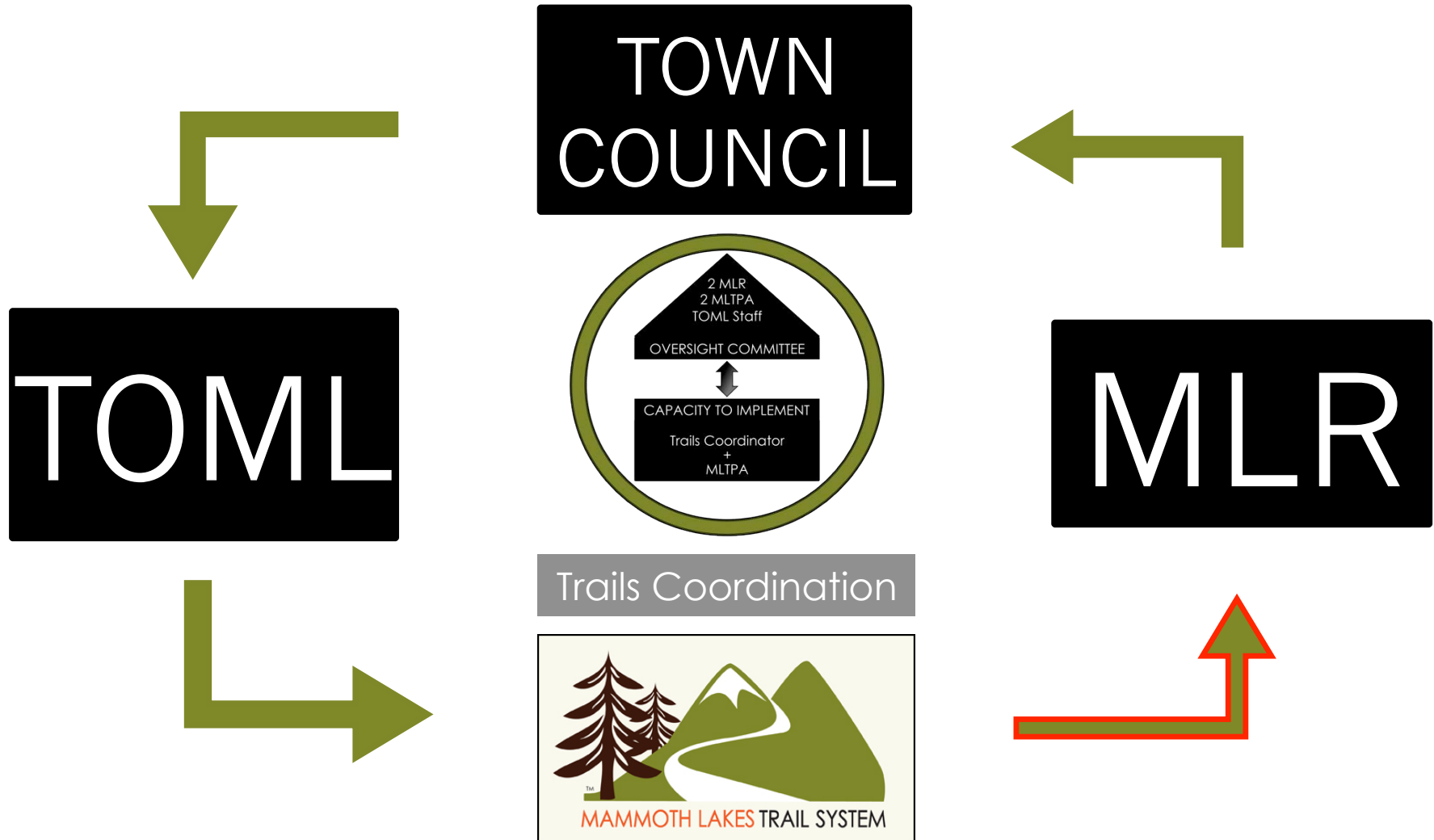
Trails Coordinator  
+  
MLTPA

MAMMOTH LAKES TRAIL SYSTEM











**Trails Coordinator**

**REGULAR/  
ONGOING**



**MLR Exec Director**



**Trails Coordinator**



**REGULAR/  
ONGOING**



**MLR Exec Director**



**REGULAR/  
ONGOING**





**Trails Coordinator**

**REGULAR/  
ONGOING**



**MLR Exec Director**

**REGULAR/  
ONGOING**

**Mammoth Trails Committee**

Implementation Recommendations

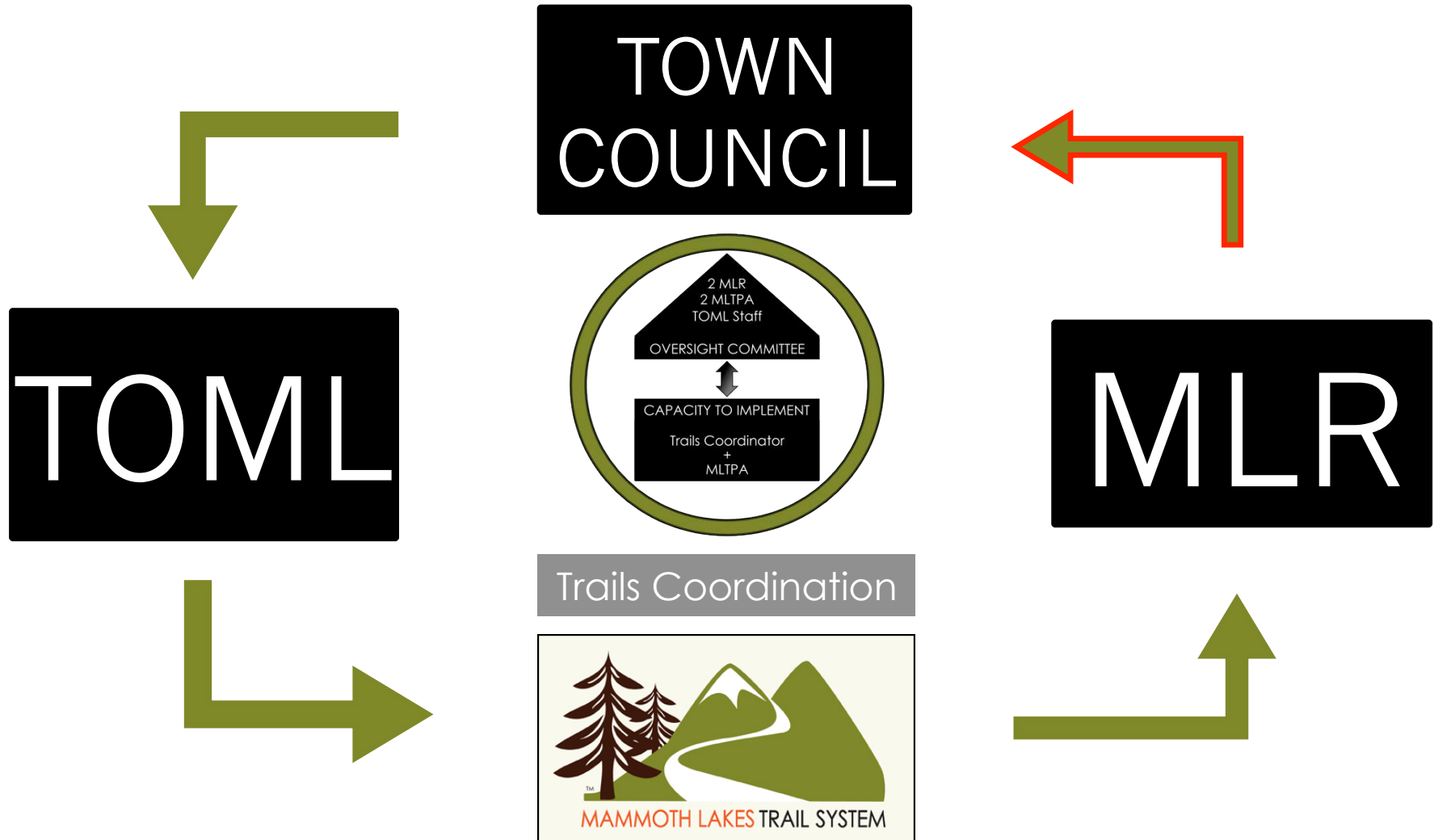
Funding Recommendations

Program Accountability

Fundraising/Leveraging Reporting

**A N N U A L**

**MLR Board**



**MLR**

**REGULAR/  
ONGOING**

**TOWN  
COUNCIL**





MLR

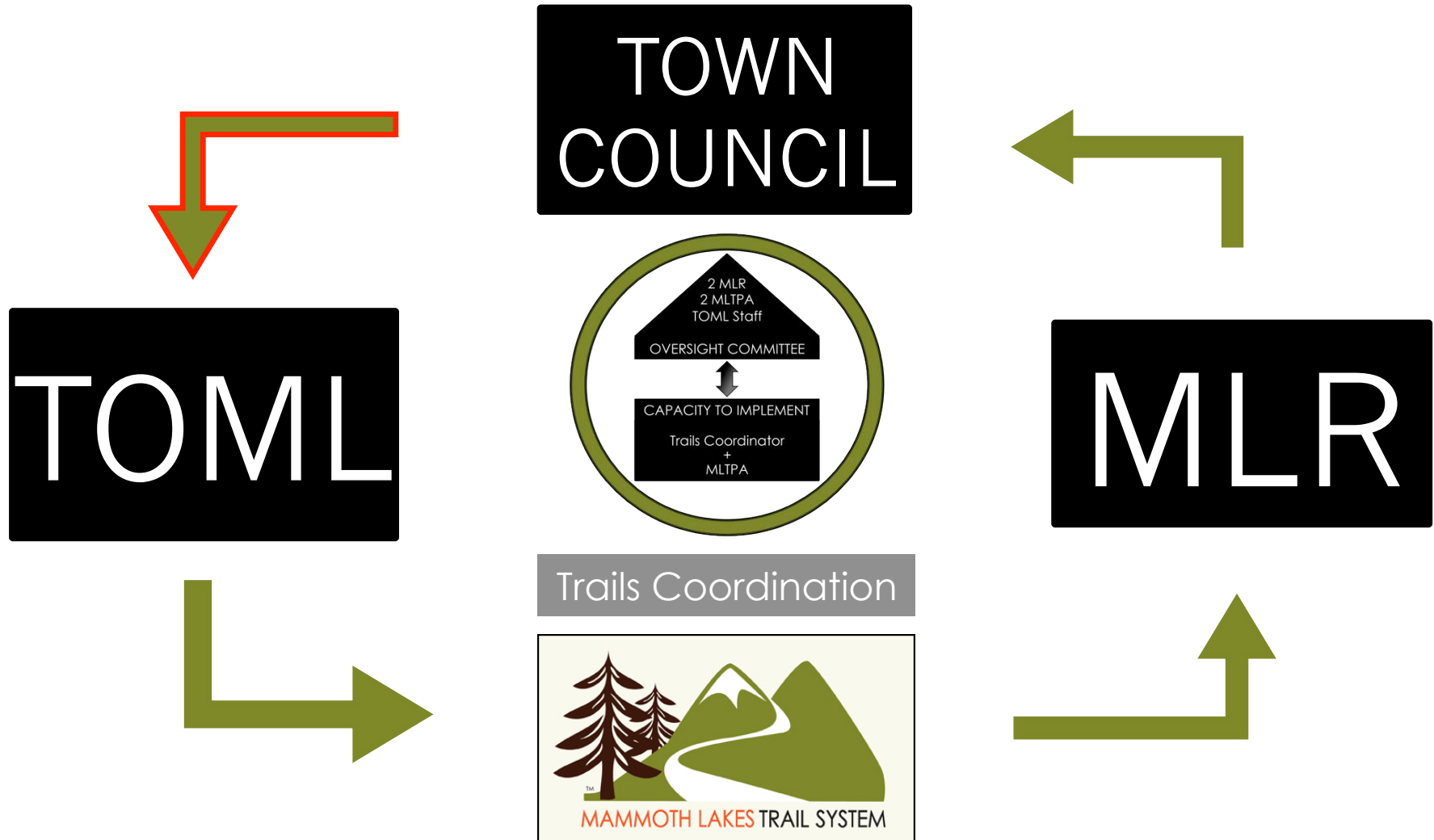
ANNUAL



TOWN COUNCIL



- Implementation Recommendations
- Funding Recommendations
- Program Accountability
- Fundraising/Leveraging Reporting



**TOWN  
COUNCIL**

**ANNUAL**



**TOML**



Implementation Recommendations

Funding Recommendations

Program Accountability

**Town Manager**

Contract for Services

Scope of Work

Deliverables

## **Key Agreement #3 MLTS Program Tasks to Coordinate**

**“To maintain momentum for implementing MLTS projects, it is recommended that identified members of the above proposed Mammoth Trails Committee begin an immediate review of the scope of tasks outlined in the MLTS Program and Project list that is being reconciled between representatives of MLTPA, MLR and the Town. This review is intended to identify existing capacity and capabilities within the partners (MLR, Town, MLTPA) for implementing projects on the list and to inform the final job description for a trails coordinator. The review is also intended to begin to outline roles and responsibilities for the partners related to their capacities to deliver identified projects.”**



**TOML**

**ANNUAL**



**Town Manager**

Contract for Services

Scope of Work

Deliverables

**Trails Coordinator**

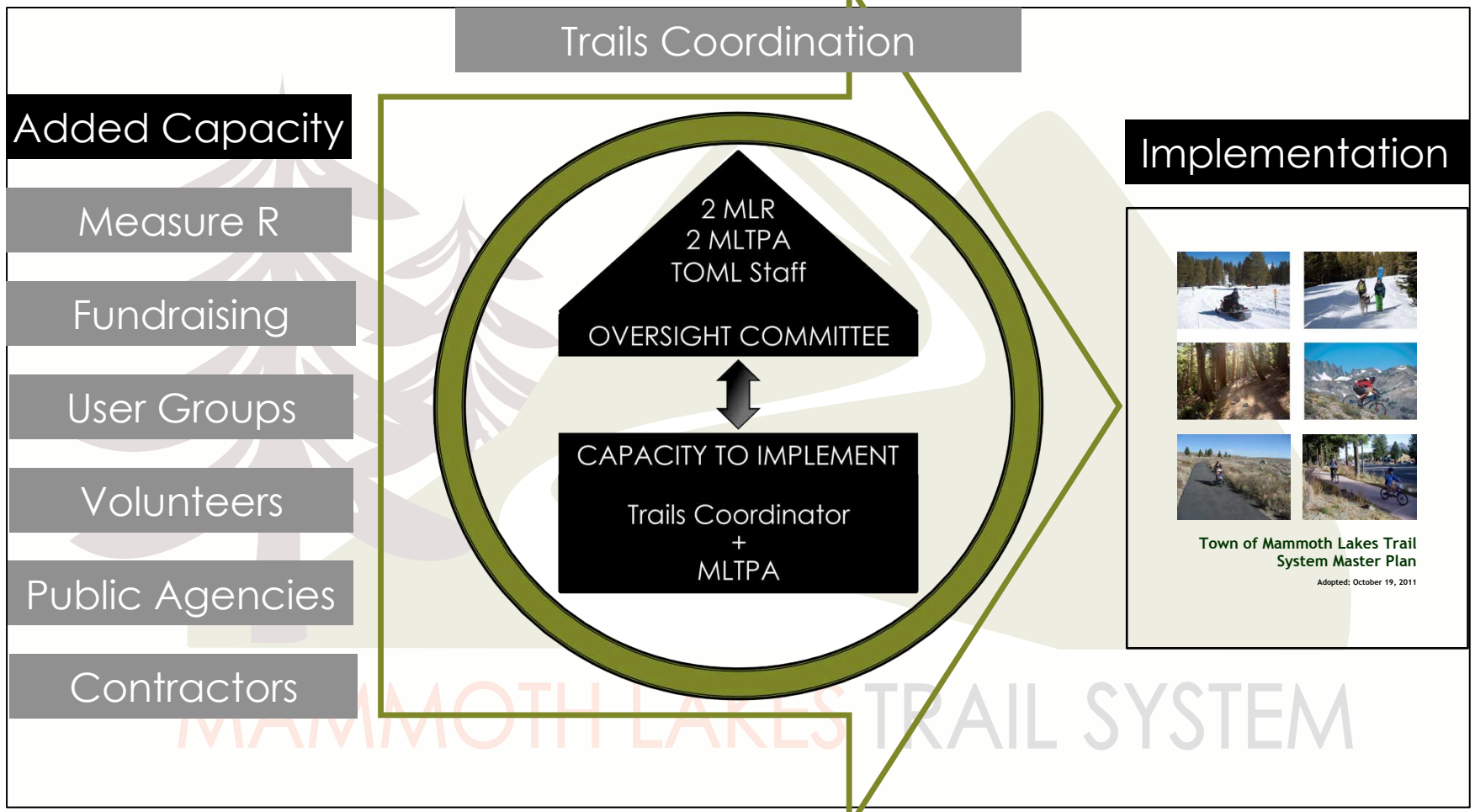
Contract for Services

Scope of Work

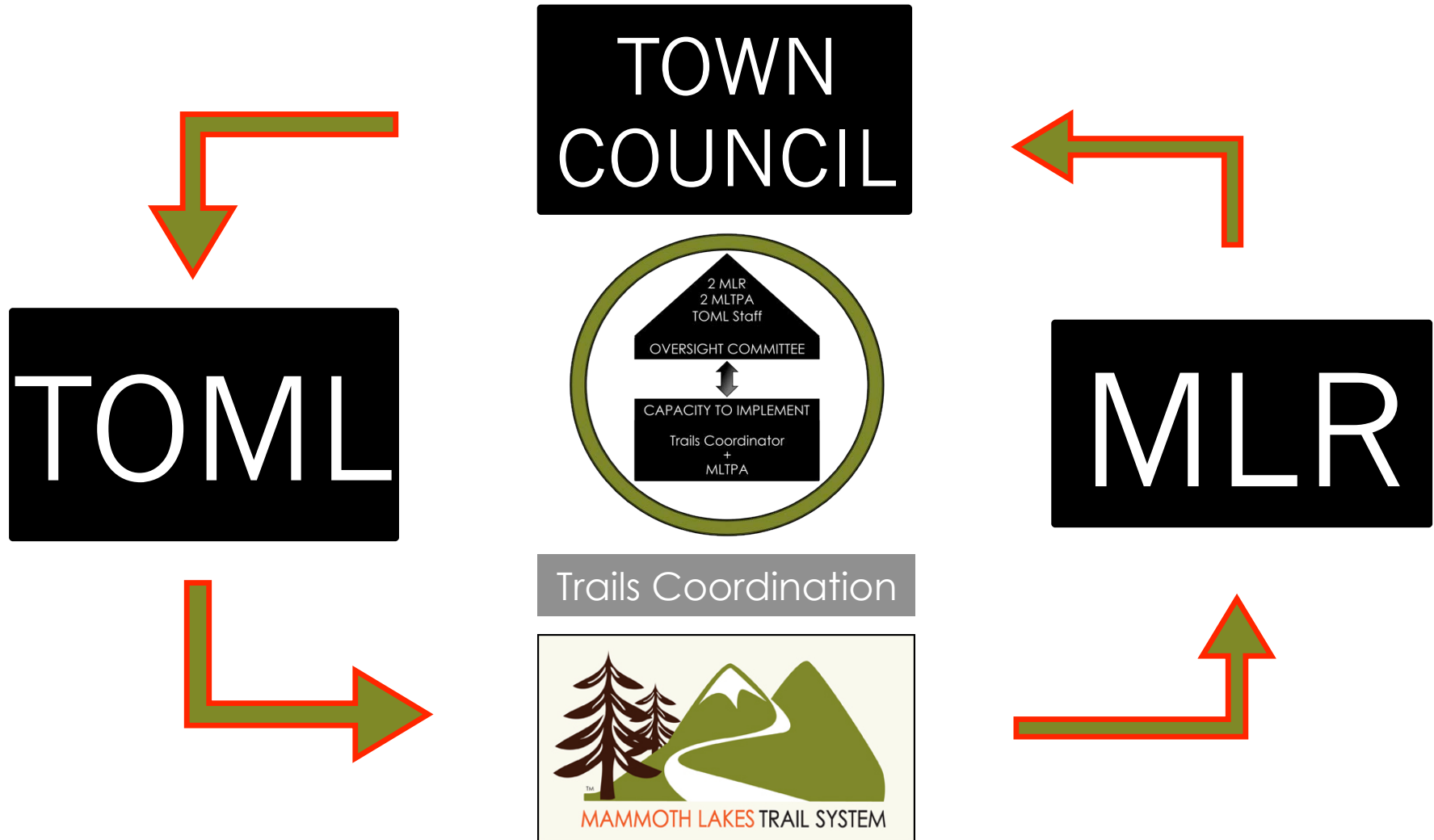
Deliverables

## **Key Agreement #4: Trails Coordinator and Scope of Contract**

**“The Town will enter into a contract with MLTPA to provide and consolidate existing contract services including the trails coordinator that will staff the proposed Mammoth Trails committee and coordinate the implementation of the Town’s components of the MLTS Program and Project list. ”**









← **ANNUAL+  
ONGOING** →

**MLR**

**Mammoth Trails  
Committee**

← **ANNUAL+  
ONGOING** →

**MLR Board**

**Trails Coordinator**

← **ANNUAL+  
ONGOING** →

**MLR Exec Director**

Contract for Services

Scope of Work

Deliverables

## WHAT'S DIFFERENT THIS TIME AROUND?

### Lessons Learned

- ✓ **Oversight and implementation of MLTS projects and programs – “Trails Coordination” - needs to live together “at a central accountable point” in order to be efficient and effective.**
- ✓ **“Trails Coordination” requires annual budget allocations and dedicated capacity to direct, and for which “Trails Coordination” is accountable.**
- ✓ **As recommended by the Trail System Master Plan, the MLTS will require a full time Trails Coordinator who lives locally.**
- ✓ **The MLTS will require focused capacity and accountability to succeed.**

## **WHAT'S DIFFERENT THIS TIME AROUND?**

### **Mammoth Trails Committee**

**Is directly accountable to the MLR Board**

- **Makes intra-year policy and oversight decisions**
- **Makes intra-year financial decisions**
- **Is accountable for intra-year performance**
- **Makes annual financial and program recommendations to MLR Board of Directors**

**Has dedicated capacity to implement and perform**

- **Dedicated annual funding through Measure R**
- **Full time local Trails Coordinator through MLTPA**
- **Fundraising ability through MLTPA + MLR**
- **Access to MLTPA's institutional knowledge, equipment, and capacity to implement**

## WHAT'S DIFFERENT THIS TIME AROUND?



### **Institutional Knowledge + Resources**

- ✓ **Initiated the Trail System Master Plan Update**
- ✓ **Funded and Managed the Campaign for Measure R**
- ✓ **Demonstrated ability to implement and to work effectively with a variety of partners**
- ✓ **Demonstrated ability to raise funds for the MLTS**
- ✓ **Maintains assets vital to the success of the MLTS including communications capacity and data and document libraries**
- ✓ **Mission statement is consistent with providing its resources to further the success of the MLTS while pursuing a less visible role.**

## WHAT'S DIFFERENT THIS TIME AROUND?

**“MLTPA advocates for, initiates, facilitates, and participates in the planning, implementation, management, and stewardship of a four-season trail system in Mammoth Lakes and the immediate Eastern Sierra.”**

MLTPA Mission Statement - 2007





F E B R U A R Y 1 2 , 2 0 1 2



## TOWN COUNCIL APPROVES RESOLUTION FOR ENHANCED RELATIONSHIP WITH THE UNITED STATES FOREST SERVICE

**“... the Town of Mammoth Lakes desires to establish and formalize a high level of interagency cooperation with the USDA Inyo National Forest to plan, design, implement, construct, operate, maintain, and promote an integrated year-round trail system to be known as the Mammoth Lakes Trail System.”**

TOML Agenda Bill February 12, 2012



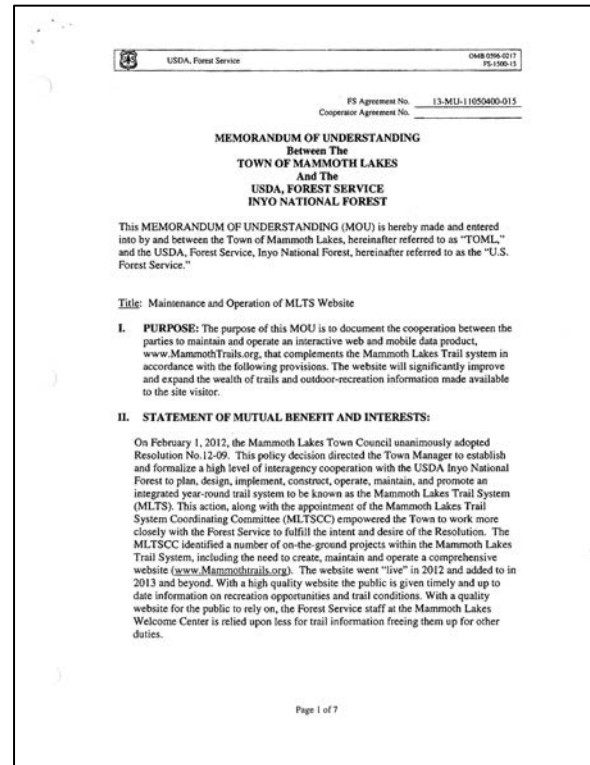
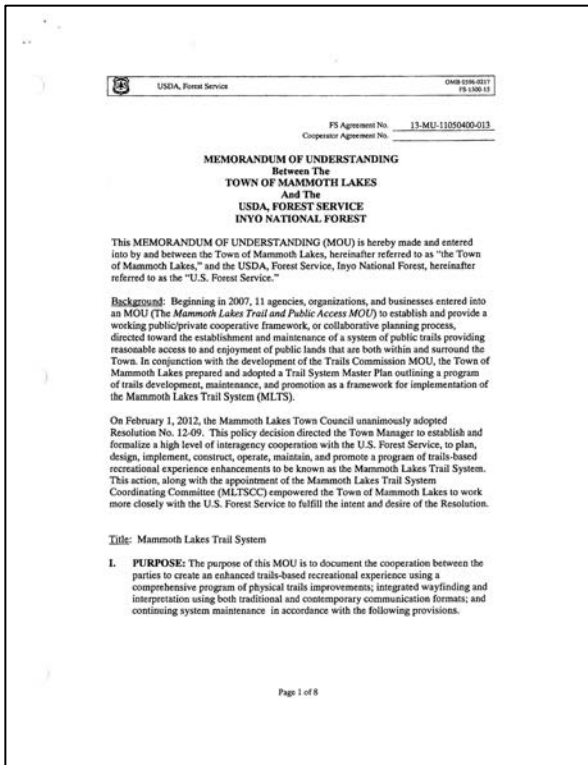


LEGAL AND FIDUCIARY AUTHORITIES



MAMMOTH LAKES TRAIL SYSTEM MOU

mammothtrails.org MOU



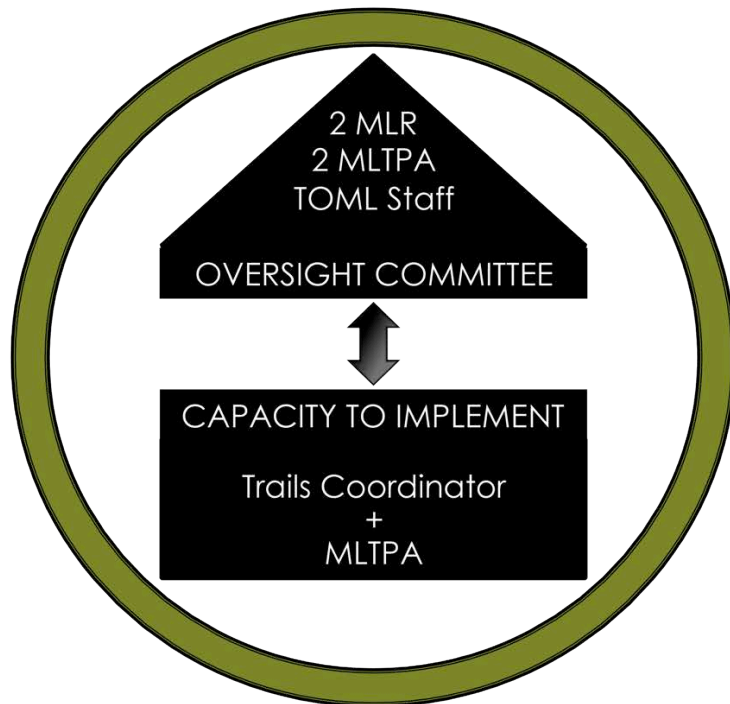


LEGAL AND FIDUCIARY AUTHORITIES



**At the request of the Mammoth Lakes District Ranger, the Town and the USFS will maintain direct communications and a dedicated working relationship regarding the Mammoth Lakes Trail System consistent with the efficient disposition of the fiduciary authorities of both agencies.**

## Key Agreement #2: MLTS Oversight and Policy Structure



**“TOML Staff” - the Town Manager or his designee - will be charged with performing the role of liaison from the Mammoth Lakes Trail System to the Town Manager and the United States Forest Service.**



**Mammoth Lakes Recreation**  
**“Mammoth Lakes Trail System**  
**Program Management”**



**Thank You !**  
**February 23, 2015**

**TOWN OF MAMMOTH LAKES SERVICES AGREEMENT FOR TRAILS  
COORDINATION SERVICES BETWEEN THE TOWN OF MAMMOTH  
LAKES AND THE MAMMOTH LAKES TRAILS AND PUBLIC ACCESS  
FOUNDATION**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 17<sup>th</sup> day of June, 2015, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite R, Mammoth Lakes, California, 93546 ("Town") and the Mammoth Lakes Trails and Public Access Foundation, a California nonprofit public benefit corporation, with its principal place of business at P.O. Box 100 PMB #432 Mammoth Lakes CA, 93546 ("Contractor" or "MLTPA"). Town and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for certain services pertaining to the Mammoth Lakes Trail System, required by the Town on the terms and conditions set forth in this Agreement.

**2.2 Sources of Funding.**

Contractor acknowledges that all of the funds to be provided to Contractor by Town pursuant to this Agreement are public funds, and that some or all of such funds are restricted in the uses to which they may be put.

**2.3 Mammoth Lakes Recreation and the Mammoth Lakes Trail System.**

Town acknowledges that it has a contractual relationship with Mammoth Lakes Recreation ("MLR") which calls for MLR to provide and deliver a variety of services related to the Mammoth Lakes Trail System as detailed in Exhibit B Item #5 of an executed agreement October 20, 2014 between the Town and Mammoth Lakes Recreation.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services described in Exhibits "A" and "B" attached hereto and incorporated herein by reference ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations and the exhibits attached hereto and incorporated herein by reference.

3.1.2 Term. The term of this Agreement shall commence on June 17, 2015 and expire on June 30, 2017 (the "Initial Term"). Notwithstanding the foregoing, this Agreement may be terminated as provided herein.

3.1.2 Extension. The term of this Agreement may be extended by the parties in writing under the same terms and conditions for two additional one year terms ending on June 30, 2018 and June 30, 2019. Extensions must be recommended by MLR and approved by Town Council and agreed to in writing by the parties, provided that nothing herein shall obligate Town to agree to any such extension, regardless of whether it has been recommended by MLR.

### **3.2 Responsibilities of Contractor.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any personnel performing Services under this Agreement on behalf of Contractor shall also not be employees of Town and shall at all times be under Contractor's exclusive direction and control. Neither Town, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 [reserved]

3.2.3 Town's Representative. The Town hereby designates the Town Manager or designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town but not the authority to change the total compensation due to Contractor under this Agreement. Contractor shall not accept direction or orders from any person representing the Town other than the Town Manager, his designee, Town Council

3.2.4 Contractor's Representative. Contractor hereby designates the Mammoth Lakes Trails and Public Access Foundation's President of the Board or his/her designee, as such position may be filled during the term of this Agreement, to act as its representative for the performance of this Agreement ("Contractor's Representative"). In the absence of the Mammoth Lakes Trails and Public Access Foundation's Board President, the Board's Vice President is designated as Contractor's Representative. Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures

and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.5 Coordination of Services. Contractor agrees to work closely with the Town, MLR and the MLR Mammoth Trails Committee (MTC) primarily through the Town's Trails Coordinator in the performance of Services as provided for in Exhibits A, B, and C to this Agreement.

3.2.6 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Contractor shall designate key employee(s) or sub-contractor assigned to specific tasks.

3.2.7 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations

3.2.8 Insurance:

3.2.8.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subcontractor has secured all insurance required under this section. Contractor shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

3.2.8.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability



Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence. This provision shall apply to vehicles owned and operated by Contractor. Contractor’s employees shall maintain at a minimum, the State required insurance on any personal vehicles used in the course of work under this Agreement.

(C) Workers’ Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. This section shall apply only to those activities engaged in that require such insurance. The Town and Contractor will review such needs on a case by case basis.

3.2.8.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 3.2.8.2(A), Commercial General Liability shall be endorsed to provide the following:

(1) Additional Insured: Contractor agrees to endorse the third party general liability coverage required herein to include as additional insured the Town, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2010. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Services contemplated by this Agreement to do likewise.

(B) The policy or policies of insurance required by Section 3.2.8.2(C), Workers' Compensation, shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

3.2.8.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.8.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.8.6 Deductible. Any deductible or self-insured retention must be approved in writing by the Town and shall protect the parties indemnified by Section 3.5.8.1 in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.8.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Town. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.8.8 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.8.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.8.10 Insurance for Subcontractors. All subcontractors shall be

included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Town as an Additional Insured to the subcontractor's policies. Contractor shall provide to Town satisfactory evidence as required under Section 3.2.8.1 of this Agreement.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### **3.3 Compensation and Accounting.**

3.3.1 Compensation. The Town will provide Contractor, under the terms and conditions set forth herein, with the payments and process as provided in Exhibit C.

3.3.2 Reimbursement for Expenses. The compensation provided for in this Agreement constitutes the total compensation to be provided to Contractor. Contractor shall not be granted additional reimbursement for any expenses.

3.3.3 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.4 Contracting.**

3.4.1. Public Contracting Requirements. Contractor shall comply with all bidding and contracting requirements applicable to public entities in general and/or to the Town in particular in the course of awarding subcontracts or procuring goods and services pursuant to this Agreement, to the same extent as the Town would be required to comply if the Town itself were undertaking such activities. Such requirements include, without limitation: (i) the requirements of Public Contract Code Section 20160 et seq regarding competitive bidding for "public projects" in excess of \$5,000; (ii) the requirements of Labor Code Section 1720 et seq regarding payment of prevailing wages for "public works" projects in excess of \$1,000; (iii) the provisions of Government Code Section 4525 et seq regarding procurement of engineering, environmental, and certain other types of professional services; and (iv) the provisions of the Mammoth Lakes Municipal Code regarding procurement and expenditures of funds, as they may be amended. Contractor shall maintain records evidencing its compliance with all applicable requirements for a period of five years after each expenditure of funds received from the Town, and shall provide Town with copies of such records upon request.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Town, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause, which shall consist solely of a breach by Town that remains uncured following a 30 day notice from Contractor to Town specifying the nature of the alleged breach. Contracts entered into by Contractor which are supported by Measure R funds and for which the project or service was approved by the Town Council and for which funds were allocated will be recognized by the Town and honored to the extent possible through the end of this Agreement if this Agreement is terminated without cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Replacement Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Mammoth Lakes Trails and Public Access Foundations  
P.O. Box 100 PMB #432  
Mammoth Lakes, CA 93546  
**ATTN: Board President**

Town: Town of Mammoth Lakes  
P.O. Box 1609  
437 Old Mammoth Rd., Suite R  
Mammoth Lakes, CA 93546  
**ATTN: Town Manager**

Party of Interest: Mammoth Lakes Recreation  
PO Box 8562  
Mammoth Lakes, CA 93546  
**ATTN: Executive Director**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subcontractors to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by other professionals other than Contractor or provided to Contractor by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk. Intellectual Property that is copyrighted or otherwise protected will only be used under express authority of the contractor.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Town, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential.

3.5.3.3 Confidential Information. The Town shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless the Town's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Town shall notify Contractor of its intention to release Proprietary Information, which notification shall be deemed the “Release Notice”. Contractor shall have five (5) working days after receipt of the Release Notice to give Town written notice of Contractor's objection (the “Objection Notice”) to the Town's release of Proprietary Information. Contractor shall indemnify, defend and hold harmless the Town, and its officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Town shall not release the

Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with Town's choice of legal counsel), and hold Town harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Town release such information.

3.5.4 Reserved.

3.5.5 No Monetary Damages. Contractor acknowledges that Town would not have entered into this Agreement if it were to be subject to liability for monetary damages. Accordingly, Contractor hereby waives any right to seek or obtain monetary damages from the Town in connection with any actual or alleged breach of this Agreement by Town. Contractor's remedy for a breach by Town shall be limited to seeking specific performance or other injunctive relief.

3.5.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.7 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.8 Indemnification.

3.5.8.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses.

3.5.8.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Town's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.8.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for

any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

3.5.9 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Mono County.

3.5.11 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.12 Town's Right to Employ Other Contractors. Town reserves the right to employ other Contractors to provide services of any kind.

3.5.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.14 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.15 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.16 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.17 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.18 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.20 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.21 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.22 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.23 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.


3.5.24 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **3.6 Subcontracting.**

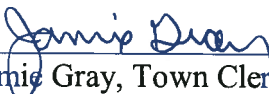
3.6.1 To the extent that Contractor subcontracts any portion of the work required by this Agreement, each such subcontract shall contain a provision making it subject to all provisions stipulated in this Agreement.



**TOWN OF MAMMOTH LAKES**

By:   
Daniel C. Holler  
Town Manager

*Attest:*

By:   
Jamie Gray, Town Clerk

*Approved as to Form:*

By:   
Andrew Morris, Town Attorney

**MAMMOTH LAKES TRAILS AND PUBLIC ACCESS**

By:   
Board Vice-President

By: \_\_\_\_\_  
*Print:* \_\_\_\_\_  
Board Officer

**Trails Coordination Contract  
Mammoth Lakes Trails and Public Access Foundation  
Exhibits, Attachments, Amendments  
Table of Contents**

**EXHIBITS**

**Exhibit A – Scope of Services**

**Exhibit B – Fiscal Year 15/16 Deliverables**

**Exhibit C – Compensation**

**Attachments**

**Attachment 1 – FY 15\_16 Town Council Approved Projects Summary**

**Attachment 2 – MLR Key Agreements Approved by Town Council**

**Attachment 3 – Sample Worksheet**

**Attachment 4 - Sample Invoice**

**Attachment 5 - Sample Project Reporting Form**

**Attachment 6 – Sample Delivery Receipt**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**1. Scope of Services.**

The Scope of Services for this agreement shall be the sum of those individual projects that MLR's "Mammoth Trails Committee" (MTC) formally initiates as selected from a list of projects that have been approved and funded by the Mammoth Lakes Town Council thereby establishing an overall budget and project list. A summary list of Town Council approved and funded projects for fiscal year 2015/2016 as tentatively approved on May 16, 2015 are documented in **Attachment 1** to this agreement. Such budget and projects are subject to Town Council amendment.

**2. Background.**

On March 18, 2015, the Town Council of Mammoth Lakes adopted four "Key Agreements for Mammoth Lakes Trail System Coordination" as recommended by the Board of Directors of Mammoth Lakes Recreation. These four key agreements provided the Town Manager with the direction "... to draft and execute a contract with MLTPA for the MLTS Coordination Services as outlined and defined in the Key Agreements." The Town Council's four adopted key agreements are documented in **Attachment 2** to this agreement. This agreement was prepared and adopted as provided for in the Key Agreements.

**3. Program.**

The "Mammoth Trails Committee", as established per Key Agreement #2, is a standing and public subcommittee of Mammoth Lakes Recreation (MLR), and provides oversight, policy direction, and expanded capacity for the regular and ongoing operations of the Town's component of the Mammoth Lakes Trail System (MLTS). The Mammoth Trails Committee reports regularly to the MLR board, and on an annual basis recommends programs, projects, strategy and funding to the MLR Board of Directors, which, in turn, make its recommendations to the Town Council regarding funding for the MLTS. The Town has executed a contract with MLR for services related to oversight and implementation of the MLTS, which will be fulfilled through this agreement.

As MLR has assigned primary coordination and oversight responsibilities of the Town's component of the MLTS to the "Mammoth Trails Committee", the committee is also responsible and accountable for the implementation of MLTS projects as annually approved by the Town Council based upon recommendations of the MLR Board of Directors. The "Mammoth Trails Committee" has the authority to initiate projects, accept or not accept projects upon completion, reallocate funds amongst approved projects, and provide operational direction and oversight for the implementation of MLTS approved and funded projects as approved by the Town Council.

Using funds recommended by MLR and approved by the Town Council, including monies from the General Fund or resources other than Measure R, the Town will retain the services of an individual to serve as the Town's Trail Coordinator for the Mammoth Lakes Trail System. The Trails Coordinator will serve as the Contractor's primary point of contact for the implementation of projects that are formally initiated by the "Mammoth Trails Committee" (see

“Project Initiation” below).

The Contractor will work at the direction of, and report directly to, the “Mammoth Trails Committee”, and will work only on those projects that the committee has initiated as selected from projects approved and funded by the Town Council. Any additional projects to be funded by the Town must be recommended by Mammoth Lakes Recreation to the Town Council for their review and approval. Once the “Mammoth Trails Committee” has formally initiated a project, the Contractor may then invoice the Town for payment for work and services performed on that project. Each invoice will be reviewed by the Town under its fiduciary responsibility prior to payment. The Contractor cannot invoice the Town for work or services on a project that has not been formally initiated by the “Mammoth Trails Committee”.

#### **4. Project Initiation.**

Selecting from Town Council approved and funded projects, the “Mammoth Trails Committee” will review and approve the necessary components of an individual project as documented in an individual project’s worksheet as produced for the Committee’s consideration. An example of a typical project worksheet is included as **Attachment 3** to this agreement. Project components include items such as the project’s name, project code, designation of project lead, etc. The committee has the discretion to make changes it deems appropriate to the content and substance of an individual project’s worksheet or to the format and content of the worksheet. Approval by the “Mammoth Trails Committee” of an individual project will formally initiate that project. Once the Committee has formally initiated a project, the individual project’s worksheet as approved by the Committee, and initialized by representatives of the entities represented on the “Mammoth Trails Committee” as well as the “Project Lead/Contractor”, will be forwarded to the Town for inclusion as amendments to “Exhibit B: Fiscal Year Deliverables” of this agreement.

#### **5. Project Completions and Acceptance.**

The “Mammoth Trails Committee” has the authority to review a project for its “completeness” based upon the status of a project’s deliverables and related components as identified in its project initiation worksheet. At the request of the Committee, or when Contractor determines that work on an individual project is “complete”, Contractor may request the Committee to review an individual project for its “completeness”. Any concerns of the Committee as to an individual project’s “completeness” shall be communicated to the Contractor in writing through an action of the committee. Once the committee has acted to qualify a project as “complete”, it will then make a recommendation to the Town that a project is considered “complete” by the Committee and should then be considered for “acceptance” by the Town. Contractor shall deliver to the Town all deliverables or proof of deliverables if not otherwise practicable – and execute a delivery receipt with a representative of the Town. An example of a typical project delivery receipt is included as “**Attachment 6**” to this agreement.

#### **6. MLTS Website Management.**

On April 23, 2013, the Town and the Contractor entered into a Professional Consultant Services Agreement for “... professional Website Content Management consulting services for the Mammoth Lakes Trail System (MLTS) website (mammothtrails.org)...” On June 11, 2013, the Town executed a Memorandum of Understanding with the US Forest (“Maintenance and

Operation of MLTS Website”) whose purpose is to “... document the cooperation between the parties to maintain and operate an interactive web and mobile data product...”. On July 24, 2014, the Town and the Contractor extended the Professional Consultant Services Agreement (“Mammoth Lakes Trail System Website Content Management Project – Amendment #3”) which will expire on June 30, 2015.

It is the desire of both parties for the Contractor to continue to provide MLTS Website management services through this agreement. The project will be initiated through the “Project Initiation” process as described in item #4 (above). A specific scope of work for MLTS website management services will be developed using protocols established through the “MLTS Website Handbook” and consistent with interagency partner agreements held by the Town.

**EXHIBIT “B”**  
**Fiscal Year 15/16 Deliverables**

Deliverable for the Trails Coordination Services work program will be identified by the “Mammoth Trails Committee” through the “Project Initiation” process as defined in **Exhibit A: Scope of Services** of this agreement. Each of the individual projects initiated by the Committee and undertaken by the Contractor constitutes a specific deliverable and will be tracked and reported out to the “Mammoth Trails Committee” on a regular basis and not less than quarterly. The Committee is responsible for ensuring that Mammoth Lakes Recreation receives regular reporting on the efforts of the Contractor and not less than quarterly. The individual project worksheets as approved by the Committee will be forwarded to the Town. The Town will then incorporate into this exhibit – **Exhibit B: Deliverables** – approved and initiated individual project worksheets.

**EXHIBIT “C”  
COMPENSATION AND REPORTING**

**1. Payments.**

The Town shall make payments to Contractor based upon the receipt and approval by the Town of properly documented invoices. Each invoice for payment will be provided in substantial conformance with the sample invoice provided herein (see **Attachment 4**). Payment by the Town will be made within thirty (30) days of approval of the invoice. All services and work as approved by the Town must be eligible under the provisions provided for in the ordinance referred to as “Measure R”, unless other funding sources are specifically approved. Contractor is not precluded from doing related paid work using alternative financial resources from other parties. Detailed individual project scopes of work, budgets, and deliverables will be identified by the “Mammoth Trails Committee” through the Project Initiation process as defined in **Exhibit A** of this agreement. All services are to be invoiced on a time and materials basis in an amount not to exceed the project budget as identified in an individual project’s initiated worksheet as approved by the “Mammoth Trails Committee”. Ongoing funding is subject to Town Council appropriation and subject to available revenues.

**2. Reporting.**

Contractor will provide project status updates to the “Mammoth Trails Committee” on a regular basis and not less than quarterly. Contractor will report to the Committee using initiated and approved individual project worksheets (see **Attachment 3**) as reference for each project. Contractor will also maintain and provide a “summary” reporting document (see **Attachment 5**) to provide the Committee with an overview of monies spent to date for all initiated projects that will demonstrate funds “spent to date” and “funds remaining” against the approved allocations of the Town Council. The Committee is responsible for ensuring that Mammoth Lakes Recreation receives regular reporting on the efforts of the Contractor, but not less than quarterly.

**3. Commitment of Resources.**

Contractor is in possession of a variety of physical and intellectual assets appropriate to the implementation of Trail Coordination Services whose use will be contributed to the execution of the agreement. The use of these items may include, but is not be limited to:

- Technology resources including computer hardware, software (including GIS) and accessories; monitors projectors and screens; external hard drives, battery backups and surge protection; office printers and plotters; networking equipment and servers.
- Office furniture including tables, chairs, dry erase boards, filing cabinets, easels, bookshelves, and artwork.
- Trail data collection resources including trail counters, Trimble, and tools necessary for gathering UTAP data.
- Intellectual resources including a comprehensive library of guidebooks and analog resources associated with trails in Mammoth Lake and the Eastern Sierra; a complete digital archive of scanned documents and original documentation related to the

establishment of the Mammoth Lakes Trail System as initiated in 2007.

- Website and contemporary outreach tools via Hubspot; website organized through program structure of MLTS, Hubspot email lists totals 1500 + contacts.

#### **4. Infrastructure and Support Services.**

Town and Contractor shall work together to address the need for infrastructure and support services.

#### **5. Additional Work.**

The Town has allocated Measure R Funds as provided for in the adopted FY15-16 budget to further the management, improvement and maintenance of the Mammoth Lakes Trails System as provided for in the Mammoth Lakes Recreation Contract for Services and stated in the Town Council's adopted Key Agreement Document. To the extent that additional specific work tasks are to be undertaken by the Contractor as requested by the Town under this agreement and recommended by the "Mammoth Trails Committee" and Mammoth Lakes Recreation and approved by the Town Council, the additional work and payment may be executed by written agreement between the Contractor and the Town for the areas of additional work.

#### **6. Acknowledgement of Leveraged Resources**

Resources that Contractor is able to leverage through the execution of this agreement that benefit individual initiated projects or the Mammoth Lakes Trail System shall be acknowledged per the reporting requirements of this agreement. Leveraged resources shall be acknowledged per the following: cash or equivalent; in kind donations of goods or services; volunteer hours. The value of volunteer hours shall be calculated at rates posted at the Independent Sector website.



**ATTACHMENT 1**  
**Town Council Tentative Approved Projects for FY 15/16 - Summary**

Count	Code	New Code	Project Title as Approved by Town Council	Town Council Approved Budget
1	146a	TBD	Tunnel Access Shady Rest RV Park 567	\$ 18,998.00
2	146	TBD	Over Snow Vehicle NEPA Review	\$ 20,000.00
3	147	TBD	SHARP Trails Environmental Analysis	\$ 10,000.00
4	221	TBD	SHARP Alignments	\$ 48,225.00
5	311	TBD	SHARP Trails Environmental Analysis	
6	231	TBD	SHARP Trails Project Design	
7	221	TBD	Soft Surface Signage and Wayfinding	\$ 7,500.00
8	222	TBD	Lakes Basin Allignments	\$ 50,000.00
9	312	TBD	Lakes Basin Trails Environmental Analysis	
10	232	TBD	Lakes Basin Trails Project Design	
11	321	TBD	Sherwins Winter Egress	\$ 1,500.00
12	331	TBD	SHARP Trails Construction Fund	\$ 38,995.00
13	490.01	TBD	Wayfinding Signage & Mapping Updates & Repair	\$ 8,000.00
14	490.02	TBD	Wayfinding Temporary Soft Surface	\$ -
15	412	TBD	Soft Surface Challenge Cost Share Agreement w/USFS	\$ 10,000.00
16	111	TBD	MLTS Coordinating Committee & Annual Budget	\$ 18,000.00
17	111	TBD	MLTS Direct Project Mgmt	\$ 84,450.00
18	111	TBD	MLTS Management Program	\$ 6,500.00
19	111	TBD	MLTS Implementation Plan	\$ 10,000.00
20	111	TBD	MLTS Facilities for TOML CIP	\$ 3,000.00
21	441	TBD	Unencumbered / Leverage	\$ 21,000.00
22	451.01	TBD	MLTS Website Operations and Maintenance	\$ 20,000.00
23	451.02	TBD	Website Operations	\$ 5,000.00
24	451.03	TBD	Website Content Development	\$ 12,000.00
25	461	TBD	MLTS Data Library	\$ 2,000.00
26	472	TBD	Lakes Basin Stewards Program	\$ 35,800.00
27	473	TBD	Wayfinding Update	\$ -
28	491	TBD	MLTS Photo and Image Library	\$ 4,000.00
29	611/512	TBD	Adopt A Trail Program	\$ 7,500.00
30	511	TBD	Trail Days	\$ 16,000.00
31	522	TBD	Trail Days	\$ 17,000.00
32	551	TBD	Winter Grooming Program	\$ 20,000.00
33	571	TBD	Lakes Basin Early Opening/Late Fall Closure	\$ -
34	721/581	TBD	Existing Pedestrian Easements	\$ -
35	431	TBD	Mammoth Trails	\$ 1,200.00
36	731	TBD	Print Maps / Guides Exhibits – Page 20	\$ 10,000.00
			<b>Total =</b>	<b>\$ 506,668.00</b>

**ATTACHMENT 2**  
**MLR “Key Agreements” as Approved by Town Council – Summary**

**MLTS TRAILS COORDINATION KEY AGREEMENTS**

***#1 Statement of Shared Values***

To ensure the effective, efficient and timely implementation of the Town of Mammoth Lakes’ component of the Mammoth Lakes Trails System, as defined by the Town’s adopted Trail System Master Plan, the MLTS program will be coordinated at a central point which will be accountable for MLTS Program outcomes.

***#2 MLTS Central Point Oversight and Policy Structure***

An effective central point for MLTS coordination and project implementation will include a governance body providing oversight and policy recommendations and expanded capacity for the regular and ongoing operations of the Town’s component of the MLTS. For the purposes of these key agreements, it is proposed that this body be an MLR committee called the Mammoth Trails Committee (MTC). This committee would replace the current MLR MLTS committee and receive primary staff support from the proposed Trails Coordinator position. It is recommended that the committee be comprised, at least in its initial phase, of the following members:

- D 2 members of the MLR Board of Directors
- D 2 members to be appointed by MLR
- D The Town Manager or designee

A conceptual diagram outlining the reporting relationship between all pertinent partners is attached for review. By this structure MLR assigns primary coordination and oversight responsibilities of MLTS to the Mammoth Trails Committee. The Mammoth Trails Committee will report regularly to the MLR board, and will also, on an annual basis, recommend programs, projects, strategy and funding to the MLR Board of Directors, which will, in turn, make its recommendations to the Town Council.

***#3 MLTS Scope of Tasks***

To maintain momentum for implementing MLTS projects, it is recommended that identified members of the above proposed Mammoth Trails Committee begin an immediate review of the scope of tasks outlined in the MLTS Program and Project list that is being reconciled by representatives of MLTPA, MLR and the Town. This review is intended to identify existing capacity and capabilities within the partnership (MLR, TOML, MLTPA) for timely and efficient implementation of existing projects and to inform the final contract scope of work between TOML and MLTPA. The review is also intended to begin to outline roles and responsibilities for the partners related to their capacities to deliver identified projects.

***#4 Trails Coordination Funding and Scope of Contract***

The Town will enter into a Contract with MLTPA to provide and consolidate existing contract services. The Town will retain the services of a Trails Coordinator using funds recommended by MLR and approved by the Town Council who will staff the proposed Mammoth Trails Committee and coordinate the implementation of the Town’s components of the MLTS Program and Project list. Funding for this Contract will come from the currently allocated budget for MLTS programs

## **ATTACHMENT 2 (Contd.)**

### **MLR “Key Agreements” as Approved by Town Council – Summary**

and projects, identified as Support to MLTSCC in the Town's FY 14-15 budget. It is presumed that adequate funding will be recommended in the FY15-16 budget. To the extent that a scope of work extends beyond Measure R limits, other funding sources will be needed to support such work.

The specific details of the scope of work and the contracting structure between the Town, MLR and MLTPA will be set out by the Town Manager in consultation with the Mammoth Trails Committee for final approval and recommendation by MLR and will be designed to maximize efficient and effective implementation of the MLTS program and the ability to leverage public funds. MLTPA warrants that it shall have all necessary capacity to deliver according to the terms of Contract and will commit its own resources to recruit a suitable Trails Coordinator to be retained as an employee of the Town.

Contract terms, deliverables, scope of work and general partnership structure will be evaluated on an annual basis by the MLR Board of Directors.



**ATTACHMENT 4  
Sample Invoice**



**MLTPA Foundation**  
PO Box 100 PMB 432  
Mammoth Lakes, CA  
93546

**Invoice**

Date	Invoice #

**Bill To**

Town of Mammoth Lakes  
PO Box 1609  
Mammoth Lakes CA 93546

Terms	Due Date	Project

Description	Hours	Rate	Amount

<b>Total</b>
<b>Payments/Credits</b>

**Total Due**

**ATTACHMENT 5**  
**Project Reporting Summary – Sample**

Project Area	Project Name per TC Adopted Budget	Budget Reporting		
		Total Funds	Spent to Date	Balance
<b>Planning</b>				
Focused Planning Efforts	Tunnel Access Shady Rest RV Park	\$ 18,998.00	0 \$	18,998.00
Environmental Review	Over Snow Vehicle NEPA Review	\$ 20,000.00	0 \$	20,000.00
	SHARP Trails Environmental Analysis	\$ 10,000.00	0 \$	10,000.00
	SHARP Alignments			
	SHARP Trails Environmental Analysis	\$ 48,225.00	0 \$	48,225.00
	SHARP Trails Project Design			
<b>Design</b>		<b>\$ 97,223.00</b>	<b>\$ -</b>	<b>\$ 97,223.00</b>
Guidelines & Standards	Soft Surface Signage and Wayfinding	\$ 7,500.00	0 \$	7,500.00
Trail Alignment Studies	Lakes Basin Allignments			
	Lakes Basin Trails Environmental Analysis	\$ 50,000.00	0 \$	50,000.00
	Lakes Basin Trails Project Design			
<b>Implementation</b>		<b>\$ 57,500.00</b>	<b>\$ -</b>	<b>\$ 57,500.00</b>
Easement/ Access Neg.	Sherwins Winter Egress	\$ 1,500.00	0 \$	1,500.00
Implementation/ Construc	SHARP Trails Construction Fund	\$ 38,995.00	0 \$	38,995.00
	Wayfinding Signage Mapping Updates Repair	\$ 8,000.00	0 \$	8,000.00
	Wayfinding Temporary Soft Surface	\$ -	0 \$	-
<b>Operations</b>		<b>\$ 48,495.00</b>	<b>\$ -</b>	<b>\$ 48,495.00</b>
Management Plan	Soft Surface Challenge Cost Share Agreement w/USFS	\$ 10,000.00	0 \$	10,000.00
Governance	MLTS Coordinating Committee Annual Budget	\$ 18,000.00	0 \$	18,000.00
	MLTS Direct Project Mgmt	\$ 84,450.00	0 \$	84,450.00
	MLTS Management Program	\$ 6,500.00	0 \$	6,500.00
	MLTS Implementation Plan	\$ 10,000.00	0 \$	10,000.00
	MLTS Facilities for TOML CIP	\$ 3,000.00	0 \$	3,000.00
Fundraising	Unencumbered / Leverage	\$ 21,000.00	0 \$	21,000.00
Website	MLTS Website Operations and Maintenance	\$ 20,000.00	0 \$	20,000.00
	Website Operations	\$ 5,000.00	0 \$	5,000.00
	Website Content Development	\$ 12,000.00	0 \$	12,000.00
Information Systems	Information Systems	\$ 2,000.00	0 \$	2,000.00
Interpretive	Lakes Basin Stewards Program	\$ 35,800.00	0 \$	35,800.00
	Wayfinding Update	\$ -	0 \$	-
Image Library	MLTS Photo and Image Library	\$ 4,000.00	0 \$	4,000.00
<b>Maintenance</b>		<b>\$ 231,750.00</b>	<b>\$ -</b>	<b>\$ 231,750.00</b>
Adopt A Trail	Adopt A Trail Program	\$ 7,500.00	0 \$	7,500.00
Soft Surface Trail Maint.	Trail Days (1 of 2)	\$ 16,000.00	0 \$	16,000.00
	Trail Days (2 of 2)	\$ 17,000.00	0 \$	17,000.00
Nordic Trail Maint.	Winter Grooming Program	\$ 20,000.00	0 \$	20,000.00
Trailhead Maintenance	Lakes Basin Early Opening/Late Fall Closure	\$ -	0 \$	-
Equip. Purchase/ Maint.	Existing Pedestrian Easements	\$ -	0 \$	-
<b>Stewardship</b>		<b>\$ 60,500.00</b>	<b>\$ -</b>	<b>\$ 60,500.00</b>
Mammoth Trails	Mammoth Trails	\$ 1,200.00	0 \$	1,200.00
<b>Collateral</b>		<b>\$ 1,200.00</b>	<b>\$ -</b>	<b>\$ 1,200.00</b>
Trail Maps / Guides	Print Maps / Guides	\$ 10,000.00	0 \$	10,000.00
		\$ 10,000.00	\$ -	10,000.00
		<b>\$ 506,668.00</b>	<b>\$ -</b>	<b>\$ 506,668.00</b>

ATTACHMENT 6  
Delivery Receipt - Sample



# Memo

**To:** John Milne/TOML

**From:** John Wentworth / MLTPA

**Date:** October 23, 2012

**Re:** Delivery Receipt for MLTS Phase 3 Signage – Quality Control

John M. –

By your signature below, you acknowledge receipt of a data CD containing the following files for the quality assurance program completed by MLTPA:

075\_02\_Phase3\_QC\_Memo\_121023.pdf  
075\_02\_QCPhotos\_121023 – Folder containing 13 .jpg files

This effort was completed per MLTPA's contract with the Town for services related to MLTPA Project ID: "075\_02\_Phase3".

Thank You –

John Milne  
Assistant Engineer,  
Town of Mammoth Lakes

  
Date 10/24/12

John Wentworth  
CEO/Board President  
MLTPA

  
Date 10/24/12

**MLTPA Leveraged Resources for MLTS  
Summary by Quarter  
Last Updated: Jan 5, 2016**

<b>Time Frame</b>	<b>Staff Volunteer Hours</b>	<b>Leveraged Funds</b>		<b>Cash Donations</b>
Q1: July 1 - Sept 30	288	\$	-	\$ 10,501.18
Q2: Oct 1 - Dec 31	232	\$	-	\$ 5,038.07
Q3: Jan 1 - March 31				
Q4: April 1 - June 30				
<b>Total to Date =</b>	<b>520</b>	<b>\$</b>	<b>-</b>	<b>\$ 15,539.25</b>
Total Volunter Hrs	520			
Volunteer Hrs Rate	22.14			
Value of Volunteer Hrs	11,512.80			
Value Leveraged Funds	-			
Cash Contributions	15,539.25			
<b>MLTPA Q1 + Q2 =</b>		<b>\$</b>		<b>27,052.05</b>





**Project Information**

*Program:* **Planning**

*Program Category:* **Focused Planning Efforts**

*Project Name:* **Winter Recreation Summit - TSMP Implementation**

*Project Code (Legacy):* **n/a**

*TOML Activity Code:* **TBD**

*Contractor Code:* **TBD**

**Project Detail**

*Project Description:* Consistent with Recommendation G13 of the TSMP, convene a winter recreation summit focused on the implementation of specific opportunities identified in the TSMP along with projects identified in the MLTS FY 15/16 workplan. Summit "tracks" may include information gathering/input for public agency processes of vital interest to the MLTS including USFS Subpart C; Lakes Basin/Tamarack partnerships; Snowmobile Access; Winter Mobility; Fat Bike Winter Use; Winter Transit; Inyo Craters/Shady Rest future development; Snowplay; Winter Activity Etiquette; Ice Rink/Multi-Use Facility; MLTS Information resources; Response to Climate Change; Sustainable Recreation Efforts

*Efforts to Date:* Previous trails committee (MLTS CC) had recommended pursuing a Winter Recreation summit, but no effort was ever formalized or convened.

*Scope of Work 15/16:* Summit development in coordination with partners and staff; public outreach; convening of summit and all "tracks"; information and data gathering; documentation; creation and presentation of final report to MTC for future policy recommendations and actions.

*TSMP Citation:* **"G13: Summit Process** - Key issues not addressed in the TSMP will be resolved through a collaborative Summit Process, led by the TOML with assistance provided by MLTPA."

*Deliverables 15/16:* To be further identified per scope of work and recommendations of MTC.

*Project Time Frame:* **FY 15/16**

*Project Lead:* **MLTPA**

*Funding Source:* **Measure R appropriated May 6, 2015**

*Council Approved Budget:* \$ -

*Transfer From #146:* \$ **20,000.00**

*Budget Recommendation:* \$ **20,000.00**

**Leveraged Resources**

*Matching Funds (cash):* **tbd**

*In Kind Services/Donations:* **tbd**

*Volunteer Hours:* **tbd**

**Initiation + Acceptance**

Approved Project Name: **Winter Recreation Summit - TSMP Implementation**

Project Code (Legacy): **n/a**

TOML Activity Code: **TBD**

Contractor Code: **TBD**

Project Initiation Date: **January 13, 2016**

**Project Initiation Attest by  
MTC Committee + Project  
Lead/Contractor:**

\_\_\_\_\_

TOML

MLR

Project Lead/Contractor

Project Acceptance Date:

**Project Acceptance Attest  
MTC Committee + Project  
Lead/Contractor:**

\_\_\_\_\_

TOML

MLR

Project Lead/Contractor

16/01/06

### Project Information

*Program:* **Maintenance**

*Program Category:* **Soft Surface Trail Maint.**

*Project Name:* **Soft Surface Trail Maintenance Program**

*Project Code (Legacy):* **n/a**

*TOML Activity Code:* **TBD**

*Contractor Code:* **TBD**

### Project Detail

*Project Description:* On December 16, 2015, the Town Council approved the following per agenda item #10: "It is recommended that Council take the following actions: 1) Approve the reallocation of FY15-16 budget to support a soft surface trail maintenance program in FY15-16 and FY16-17; 2) Accept the USFS trail construction and maintenance documents as the framework for the program's on the ground work; and 3) Direct staff to proceed with a Challenge Cost Share Agreement for trail maintenance and construction with the Mammoth District of the Inyo National Forest and authorize the Town Manager to sign the agreement."

*Efforts to Date:* For the last nine summers, starting in 2007, the "Summer of Stewardship: Trail Days" program provided volunteers working with Friends of the Inyo and MLTPA opportunities to provide maintenance to the MLTS.

*Scope of Work 15/16:* To be detailed per action of the Town Council of December 16.

*TSMP Citation:* SS2: Summer Soft-Surface Trails outside the UGB

*Deliverables 15/16:* To be detailed per action of the Town Council of December 16.

*Project Time Frame:* **FY 15/16 + 16/17**

*Project Lead:* **TOML**

*Funding Source:* **Measure R appropriated May 6, 2015**

*Council Approved Budget:* \$ -

*Per TC Approval:* \$ **80,000.00**

*Budget Recommendation:* \$ **80,000.00**

### Leveraged Resources

*Matching Funds (cash):* **TBD**

*In Kind Services/Donations:* **TBD**

*Volunteer Hours:* **TBD**

16/01/06

**Initiation + Acceptance**

Approved Project Name: **Soft Surface Trail Maintenance Program**

Project Code (Legacy): **n/a**

TOML Activity Code: **TBD**

Contractor Code: **TBD**

Project Initiation Date: **January 13, 2016**

**Project Initiation Attest by**

**MTC Committee + Project**

**Lead/Contractor:**

\_\_\_\_\_

TOML

\_\_\_\_\_

MLR

\_\_\_\_\_

Project Lead/Contractor

Project Acceptance Date:

**Project Acceptance Attest**

**MTC Committee + Project**

**Lead/Contractor:**

\_\_\_\_\_

TOML

\_\_\_\_\_

MLR

\_\_\_\_\_

Project Lead/Contractor

### Project Information

*Program:* **Operations**

*Program Category:* **Interagency Coordination**

*Project Name:* **MLTS Communications**

*Project Code (Legacy):* **n/a**

*TOML Activity Code:* **TBD**

*Contractor Code:* **TBD**

### Project Detail

*Project Description:* The community of Mammoth Lakes requires information, noticing, and engagement with the MLTS through a robust and contemporary communications program. As described in the TSMP: "The development of an integrated trail system cannot occur without widespread community support. Community members have had (and must continue to have) access to the planning process through a variety of means including public workshops, surveys, local media, and the distribution of draft documents." Using access to contemporary platforms made available by MLTPA, including the Hubspot suite of services and MLTPA's responsive website, a communications program that specifically supports the MLTS will be implemented without having to build a "ground up" program.

*Efforts to Date:* Under contract to the Town of Mammoth Lakes, MLTPA has provided communication services on behalf of the MLTS over several years, including contemporary outreach tools such as Hubspot, a full suite of analog tools, and it's own responsively designed and maintained website. The MLTS does not have - nor does it maintain - analogous capacity.

*Scope of Work 15/16:* To be further identified per scope of work and recommendations of MTC.

*TSMP Citation:* E1: Publish a Trail Guide for Mammoth Lakes; TSMP Chapter 1.1 "Vision"

*Deliverables 15/16:* To be further identified per scope of work and recommendations of MTC.

*Project Time Frame:* **FY 15/16**

*Project Lead:* **MLTPA**

*Funding Source:* **Measure R appropriated May 6, 2015**

<i>Council Approved Budget:</i>	\$	-
<i>From Mid Year Reductions:</i>	\$	3,000.00
<i>Budget Recommendation:</i>	\$	3,000.00

### Leveraged Resources

*Matching Funds (cash):* **TBD**

*In Kind Services/Donations:* **MLTPA Communications Platforms - Hubspot + Website**

*Volunteer Hours:* **None**

**Initiation + Acceptance**

Approved Project Name: **MLTS Communications**

Project Code (Legacy): **n/a**

TOML Activity Code: **TBD**

Contractor Code: **TBD**

Project Initiation Date: **January 13, 2016**

**Project Initiation Attest by**

**MTC Committee + Project**

**Lead/Contractor:**

TOML	MLR	Project Lead/Contractor

Project Acceptance Date:

**Project Acceptance Attest**

**MTC Committee + Project**

**Lead/Contractor:**

TOML	MLR	Project Lead/Contractor

**Project Information**

*Program:* **Maintenance**

*Program Category:* **MUP Maintenance**

*Project Name:* **Winter Mobility Program**

*Project Code (Legacy):* **n/a**

*TOML Activity Code:* **TBD**

*Contractor Code:* **TBD**

**Project Detail**

*Project Description:* Section 7.2.1. of the TSMP - "Paved Multi-Use Path Maintenance" - provides specific and detailed recommendations for the enhanced maintenance of the Town's MUP system to better adapt to winter and now coered conditions. The development of a Winter Mobility Program for the MLTS, for phased implementation starting in the winter of 2016/2017, will be the focus of this project, including "pilot" efforts that may be implemented in the Winter of 2015/2016.

*Efforts to Date:* The Town has intiated efforts to maintain a variety of facilities for enhanced winter use, but most efforts do not appear to be part of a comprehensive "Winter Mobility Program" as detailed in the TSMP.

*Scope of Work 15/16:* To be further identified per scope of work and recommendations of MTC.

*TSMP Citation:* 7.2.1. "Paved Multi-Use Path Maintenance"

*Deliverables 15/16:* Trails Coordinator to provide analysis and recommendations to MTC for consideration for next steps and potential expenditure of funds.

*Project Time Frame:* **FY 15/16**

*Project Lead:* **MLTPA**

*Funding Source:* **Measure R appropriated May 6, 2015**

*Council Approved Budget:* \$ -

*From Mid Year Reductions:* \$ **2,000.00**

*Budget Recommendation:* \$ **2,000.00**

**Leveraged Resources**

*Matching Funds (cash):* **TBD**

*In Kind Services/Donations:* **TBD**

*Volunteer Hours:* **TBD**



**Initiation + Acceptance**

Approved Project Name: **Winter Mobility Program**

Project Code (Legacy): **n/a**

TOML Activity Code: **TBD**

Contractor Code: **TBD**

Project Initiation Date: **January 13, 2016**

**Project Initiation Attest by  
MTC Committee + Project  
Lead/Contractor:**

_____	_____	_____
TOML	MLR	Project Lead/Contractor

Project Acceptance Date:

**Project Acceptance Attest  
MTC Committee + Project  
Lead/Contractor:**

_____	_____	_____
TOML	MLR	Project Lead/Contractor

**Project Information**

*Program:* **Implementation**

*Program Category:* **Implementation/ Construct**

*Project Name:* **Soft Surface Signage Implementation**

*Project Code (Legacy):* **n/a**

*TOML Activity Code:* **TBD**

*Contractor Code:* **TBD**

**Project Detail**

*Project Description:* Allocation of funds to fabricate and install MLTS Soft Surface Trail Signage per design specs to be recommended by the MTC and approved and accepted by the Town and documented in the Town's Public Works Manual. Program is expected to be inaugurated with the "Soft Surface Trail Maintenance Program" in the Summer of 2016.

*Efforts to Date:* On an ad hoc basis, "temporary" soft surface trail signage has been installed on the MLTS as part of Summer of Stewardship Trail Day events. To date, there has been no standardization of soft surface trail signage for the MLTS other than USFS specs and design guidelines.

*Scope of Work 15/16:* Trails Coordinator to identify fabrication opportunities through the Town and appropriate vendors and advise MTC of per unit costs for fabrication and install.

*TSMP Citation:* G3: Uniform Trail Signage General consistency for signage along multi-use paths and soft-surface trails.

*Deliverables 15/16:* To be further identified per scope of work and recommendations of MTC.

*Project Time Frame:* **FY 15/16**

*Project Lead:* **TOML**

*Funding Source:* **Measure R appropriated May 6, 2015**

<i>Council Approved Budget:</i>	\$	-
<i>From Net Reductions:</i>	\$	<b>3,000.00</b>
<i>Budget Recommendation:</i>	\$	<b>3,000.00</b>

**Leveraged Resources**

*Matching Funds (cash):* **None**

*In Kind Services/Donations:* **None**

*Volunteer Hours:* **None**

**Initiation + Acceptance**

Approved Project Name: **Soft Surface Signage Implementation**

Project Code (Legacy): **n/a**

TOML Activity Code: **TBD**

Contractor Code: **TBD**

Project Initiation Date: **January 13, 2016**

**Project Initiation Attest by  
MTC Committee + Project  
Lead/Contractor:**

_____	_____	_____
TOML	MLR	Project Lead/Contractor

Project Acceptance Date:

**Project Acceptance Attest  
MTC Committee + Project  
Lead/Contractor:**

_____	_____	_____
TOML	MLR	Project Lead/Contractor