



MAMMOTH TRAILS COMMITTEE MEETING
Thursday, March 24, 2016 @ 3pm

Mammoth Lakes Tourism Conference Room
2520 Main Street, Mammoth Lakes, California

www.mammothlakesrecreation.org

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 03.14.16 – 5 min
 - a. **Attach #1**
3. MTC FY 16/17 Budget – *094_MLTS_ACT_BUD1516*
 - a. Consider approval of the MLTS Budget for FY 16/17 and recommend that the MLR Board of Directors review and consider approval of the MLTS Budget for FY 16/17
 - b. **Attach #2** (*Power Point to be Projected*)
4. Future Agenda Items:
 - a. SHARP – Trail Alignment Studies – *051_03_TTC1516*
 - i. Project Update – Trails Coordinator
 - b. Signage and Wayfinding – Soft Surface – *052_01_SoftSurf1516*
 - i. Project Update – MLTPA
 - c. Signage + Wayfinding– Map Updates and Repair – *052_02_MapUpdate1516*
 - i. Project Update – MLTPA
 - d. USFS OSV Sub Part C Draft Comments for MLR Board of Directors
 - e. Adopt A Trail Project – *041_01_AAT1516*
 - i. Project Update – MLTPA



P.O. Box 8562 • 2520 Main Street
Mammoth Lakes, CA 93546

**MAMMOTH LAKES
RECREATION**

(760)-709-0620
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COMMITTEE MEMBER REPORTS

REQUEST FOR FUTURE AGENDA ITEMS

ADJOURNMENT

To the next meeting of the Mammoth Trails Committee which will occur on April 14, 2016 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 24th day of March, 2016.

Rich Boccia, MLR Executive Director



March 14, 2016, Mammoth Trails Committee Meeting Minutes
Mammoth Lakes Tourism and Recreation Conference Room,
2520 Main St, Mammoth Lakes, CA 93546

ROLL CALL

President Stroud called the meeting to order at 3:05 p.m. at the Mammoth Lakes Tourism and Recreation Conference Room, 2520 Main St, Mammoth Lakes, CA 93546. Present: Mark Brownlie, Dan Holler, Alan Jacoby, David Page and Danna Stroud

PUBLIC COMMENT

Casey Penn gave an update on the Nordic trail grooming.

ADMINISTRATIVE ITEMS

1. Approval of the Agenda: approved
2. Approval of minutes from 2/11/2016: Motion to approve (M Page, S Jacoby, 5-0)
3. Winter Recreation Summit: Update given by Joel Rathje regarding the tracks, speakers and the process for the Summit. Page mentioned that MLR should capture comments from people who weren't able to attend on the website when the WRS is completed.
4. Adopt-A-Trail Project draft: Kelly Workman gave a presentation on the Adopt-A-Trail program.
 - a. Covering creating Trail patrol volunteers, the "what" and "how" of adopt-a-trail, and what agreements that need to be made, and the benefits for those who are adopting trails.
 - b. The committee asked questions about both programs. Concerns about Trail Patrol were the name (preferred ambassadors, hosts, corp., etc.), budgeting, and training. Some kind of sign-in and out system.
 - c. Adopt-A-Trail concerns included staffing questions (where do the program managers come from?), Stewardship measured in hours instead of days, budgeting (where does the money belong? What/who does it go towards?), supplies used for stewardship days, adding the option for organizations to donating on behalf of other organizations (i.e. for Boy Scouts, etc.), winter/summer distinction, recognition (what about the trails that don't have a Type 2 signs), accountability for funds and stewardship, the nomenclature of "stewardship" (adopt-a-trail days, clean-up days), who is the project lead, where do the various responsibilities given to this position (as seen in the presentation) live, where do they come from? How is this being marketed? How is



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priority given? Critical to have transparency on where the money is going. Keep open opportunity for visiting groups to participate.

5. Sherwins - Winter Access/Egress Project draft: Joel gave an overview of the program's current status
6. MLTS Website operations and maintenance:
7. MTC Budget review: A look at next year's budget and 5 years out. Looking at how to budget to get construction to begin
 - a. An overview for specific programs, like planning for trails in Shady Rest, and the added lines of "MLTS digital systems management," "MLTS Interp Program," and "Poo Fairy and Fecal Maintenance." The committee asked questions regarding the two budgets, before approving the budget on March 24, 2016.

COMMITTEE REPORTS

- David Page reported on his trip

REQUEST FOR FUTURE AGENDA ITEMS

- March 24 Special Meeting Budget
- April 14, Adopt-A-Trail
- April 14, OSV subpart C
- April 14, Summit Recap

ADJOURNMENT

There being no further business to come before the Mammoth Trails Committee, the meeting was adjourned at 5:36 p.m.

Respectfully submitted,

Lesley-Anne Hoxie
Executive Assistant
Mammoth Lakes Recreation

**MLTS Program Budget FY16/17
DRAFT - Last Updated 16/03/20**

				Indicates Capital	
				Indicates Planning	
				Indicates Program	
Program Area	TOML Activity Code	Project Name	Proj. Lead		Proposed Budget
Planning					
Collaborative Processes	202	Inyo Craters Shady Rest Planning	TBD		\$ 20,000.00
Design				Sub Total =	\$ 20,000.00
Project Design	212	SHARP – Trail Design	TBD		CONSTRUCT RESERVE
Trail Alignment Studies	213	SHARP - Trail Alignment Studies	TBD		\$ 3,750.00
	213	LABSS - Trail Alignment Studies	TBD		\$ 3,750.00
Implementation				Sub Total =	\$ 7,500.00
Easement/ Access Neg.	222	Sherwins – Winter Access/Egress	TBD		\$ 1,500.00
Environmental - Project	223	SHARP Environmental - NEPA/CEQA	TBD		ENVIRO RESERVE
Implementation/ Construct	224	SHARP - Trail Construction	TBD		CONSTRUCT RESERVE
	224	Signage and Wayfinding – Map Updates & Repair	TBD		CONSTRUCT RESERVE
	224	Soft Surface Signage Implementation	TBD		CONSTRUCT RESERVE
Operations				Sub Total =	\$ 1,500.00
Governance	200	TOML Staff Time for MLTS Project Support	TBD		\$ 3,500.00
	232	Trails Coordinator and Support	TBD		\$ 112,698.75
	232	Project Management Support	TBD		\$ 25,000.00
	232	MLTS Action Plan + Annual Budget	TBD		\$ 1,000.00
Interagency Coordination	233	MLTS Communications	TBD		\$ 2,500.00
Website	235	MLTS Website - Operations and Maintenance	TBD		\$ 7,500.00
	235	MLTS Website – TOML Tech Support	TBD		\$ 1,000.00
	235	MLTS Website – Content Development	TBD		\$ 10,000.00
Information Systems	236	MLTS Data Library	TBD		\$ 3,500.00
Interpretive	237	MLTS Interpretive Program	TBD		\$ 2,000.00
Image Library	240	MLTS Photo and Image Library	TBD		\$ 2,000.00
Maintenance				Sub Total =	\$ 170,698.75
MUP Maintenance	251	MLTS Winter Mobility Program	TBD		\$ 2,000.00
Soft Surface Trail Maint.	252	MLTS Trail Days (FOI)	TBD		\$ 8,000.00
	252	MLTS Trail Days (MLTPA)	TBD		\$ 8,500.00
	252	MLTS Soft Surface Trail Maintenance	TBD		\$ 50,000.00
Nordic Trail Maint.	254	MLTS Winter Grooming	TBD		\$ 20,000.00
Trailhead Maintenance	256	MLTS Trailhead Maintenance	TBD		\$ 2,500.00
Stewardship				Sub Total =	\$ 91,000.00
Mammoth Trails	272	Mammoth Trails	TBD		\$ 1,500.00
Adopt A Trail	276	MLTS Adopt A Trail	TBD		\$ 2,500.00
Marketing/Promotion				Sub Total =	\$ 4,000.00
Trail Maps / Guides	282	MLTS Printed Maps and Trail Guides	TBD		\$ 5,301.25
				Sub Total =	\$ 5,301.25
				Totals =	Total= \$ 300,000.00
				Program Total=	\$ 267,198.75
				Planning Total=	\$ 27,500.00
				Capital Total=	\$ 5,301.25
				Annual Total=	\$ 300,000.00
				Reserve for Trail Facilities Environmental Analysis=	\$125,000.00
				Reserve for Trail Facilities Construction=	\$140,000.00



MLTS FY 16/17 Budget: Project Descriptions and Scopes of Work

Inyo Craters Shady Rest Planning

- *Project Description:*
 - Collaborative planning efforts for the Shady Rest/Inyo Craters region.
- *Scope of Work:*
 - Trails Coordinator to track opportunities, research and review efforts to date, and provide analysis and recommendations to MTC for next steps and potential expenditure of funds as appropriate.

SHARP – Trail Design

- *Project Description:*
 - Engineering and design efforts necessary to produce construction drawings and related documents for public bidding of identified projects and project construction.
- *Scope of Work:*
 - Trails Coordinator to track opportunities, research and review efforts to date, and provide analysis and recommendations to MTC for next steps and potential expenditure of funds as appropriate.

SHARP – Trail Alignment Studies

- *Project Description:*
 - On the ground trail alignment studies in the Sherwins region for trails identified in the Sherwins Area Recreation Plan (SHARP).
- *Scope of Work:*
 - Initiate and complete additional SHARP Trail Alignment Studies as weather and conditions on the ground permit. Provide written reports on progress and findings to the MTC.

LABSS – Trail Alignment Studies

- *Project Description:*
 - On the ground trail alignment studies in the Lakes Basin region for trails identified in the Lakes Basin Special Study (LABSS).
- *Scope of Work:*
 - Initiate and complete additional LABSS Trail Alignment Studies as weather and conditions on the ground permit. Provide written reports on progress and findings to the MTC.

Sherwins – Winter Access/Egress

- *Project Description:*

- Annual maintenance of the winter signage and outreach campaign advising the public on legal access and egress routing to and from the Sherwins area and the Town of Mammoth Lakes.
- *Scope of Work:*
 - Maintenance of winter signage and outreach campaign advising the public on legal access and egress routing from the Sherwins potentially including egress only across Snowcreek Golf Course to the Ranch Road public easement; Borrow Bit; Plum family public easement on Tamarack Street; and Mill City Winter node at winter closure on Old Mammoth Road.

SHARP Environmental – NEPA/CEQA

- *Project Description:*
 - Preparation and drafting of environmental documents, both NEPA and CEQA, for the potential implementation of Sherwins Area Recreation Plan (SHARP) projects.
- *Scope of Work:*
 - Joint NEPA and CEQA analysis of identified projects from the Sherwins Area Recreation Plan (SHARP) to potentially be undertaken and completed by a third party consultant under contract to the Town of Mammoth Lakes.

SHARP – Trail Construction

- *Project Description:*
 - Construction of soft surface trails and related infrastructure in the Sherwins Regions as described in the Sherwins Area Recreation Plan (SHARP).
- *Scope of Work:*
 - Trails Coordinator to track opportunities, research and review efforts to date, and provide analysis and recommendations to MTC for next steps and potential expenditure of funds as appropriate.

Signage and Wayfinding – Map Updates & Repair

- *Project Description:*
 - Updating of maps and messaging on all MLTS Signage on a regular and predictable basis, including integration of updated maps into MLTS distribution channels such as MLTS Website and analog products.
- *Scope of Work:*
 - Trails Coordinator to track opportunities, research and review efforts to date, and provide analysis and recommendations to MTC for next steps and potential expenditure of funds as appropriate.

Soft Surface Signage Implementation

- *Project Description:*

- Fabrication and installation of MLTS Soft Surface Trail Signage per design specs as recommended by the MTC and approved and accepted by the Town and documented in the Town's Public Works Manual.
- *Scope of Work:*
 - Trails Coordinator to track opportunities, research and review efforts to date, and provide analysis and recommendations to MTC for next steps and potential expenditure of funds as appropriate.

TOML Staff Time for MLTS Projects Support

- *Project Description:*
 - Use of Measure R funds to compensate efforts of TOML staff in relation to MLTS projects.
- *Scope of Work:*
 - Compensation to the Town for efforts of its staff on behalf of the MLTS and associated projects staff as identified and approved by the Town manager

Trails Coordinator and Support

- *Project Description:*
 - Services of a full time Trails Coordinator to be employed by the Town of Mammoth Lakes to coordinate and implement the MLTS program. Project includes support for related contractual efforts.
- *Scope of Work:*
 - Coordinator to provide support to the MTC, coordination with TOML, MLR, and other agencies/NGOs. Work includes a number of specific MLTS projects as initiated by the MTC.

Project Management Support

- *Project Description:*
 - Project management support to all projects as initiated and approved by the Mammoth Trail Committee.
- *Scope of Work:*
 - Ongoing project management support and maintenance of all aspects of projects initiated and approved by the Mammoth Trail Committee with a specific emphasis on the integrity and consistency of digital systems and cloud based assets.

MLTS Action Plan and Annual Budget

- *Project Description:*
 - Annual creation of an "MLTS Action Plan" for short, medium, and long term implementation of projects from the TSMP including drafting of an annual budget for review and recommendation by MLR for consideration and appropriation by the Town Council.
- *Scope of Work:*

- Development of the annual "action plan" for short, medium, and long term implementation of projects from the TSMP for review and potential approval by the MTC including recommendations for annual budgeting.

MLTS Communications

- *Project Description:*
 - 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 ... process through a variety of means including public workshops, surveys, local media, and the distribution of draft documents."
- *Scope of Work:*
 - In coordination with the Trail Coordinator, creation of messaging that will be of interest to the public and distribution of messaging through communication channels including those managed by MLTPA as well as mammothtrails.org. Maintenance and updating of content specific to MLTS communications efforts on all platforms.

MLTS Website - Operations and Maintenance

- *Project Description:*
 - As described in the current consultant contract between the Town and MLTPA for management of the MLTS website: "The technical operations of the "MLTS Website", by the "MLTS Website Technical Team", and the management of its content management program, by the "MLTS Website Partner Content Team", will be coordinated by the "MLTS Webmaster", to be designated by the Consultant and who will serve as the project lead, using protocols documented, updated and maintained by the Consultant in the "MLTS Website Handbook".
- *Scope of Work:*
 - Please see "MLTS Website Scope of Work" - updated July 12, 2015 - Attached.

MLTS Website – TOML Technical Support

- *Project Description:*
 - Administrative and technical services to be provided by Mono County/TOML IT in support of the MLTS website.
- *Scope of Work:*
 - TOML staff to provide server admin and other appropriate technical support for MLTS Website through contract for IT services with Mono County on as needed basis

MLTS Website – Content Development

- *Project Description:*

- New web content, including new web pages, for the MLTS website.
- *Scope of Work:*
 - Identification, development and construction of new web pages and related content for the MLTS Website using protocols documented in the “MLTS Website Handbook”.

MLTS Data Library

- *Project Description:*
 - Collection and maintenance of GIS, use information, and other data relevant to the maintenance and operations of the MLTS.
- *Scope of Work:*
 - Ongoing maintenance, updating, and management of the MLTS GIS and Data Library, including trail counts, user information, and data resources necessary for the operations and maintenance of the MLTS.

MLTS Interpretive Program

- *Project Description:*
 - The ongoing development, implementation and maintenance of the MLTS interpretive program as originally adopted and appended to the TSMP by Town Council on January 23, 2013.
- *Scope of Work:*
 - Trails Coordinator to track opportunities, research and review efforts to date, and provide analysis and recommendations to MTC for next steps and potential expenditure of funds as appropriate.

MLTS Photo and Image Library

- *Project Description:*
 - Maintenance and management of the MLTS photographic and image library.
- *Scope of Work:*
 - Ongoing maintenance, updating, and management of the MLTS photographic and image library.

MLTS Winter Mobility Program

- *Project Description:*
 - As described in 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 snow covered 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.
- *Scope of Work:*

- Trails Coordinator to track opportunities, research and review efforts to date, and provide analysis and recommendations to MTC for next steps and potential expenditure of funds as appropriate.

MLTS Trail Days (FOI)

- *Project Description:*
 - The "Trail Days" program is a volunteer-based soft surface trail maintenance program initiated in 2009 by Friends of the Inyo and MLTPA.
- *Scope of Work:*
 - Please see the attached "Scope of Services and Budget" document from the FOI project contract which combines information for the "Summer of Stewardship - Trail Days" and the "Lakes Basin Stewards" for FY 15/16.
 - Existing agreements may need to be updated based upon MTC direction via the Project Initiation process for total number of events for summer of 2016.

MLTS Trail Days (MLTPA)

- *Project Description:*
 - The "Trail Days" program is a volunteer-based soft surface trail maintenance program initiated in 2009 by Friends of the Inyo and MLTPA.
- *Scope of Work:*
 - Please seeing attached approved budget for four events in summer of 2015 and one event + promotion in summer of 2016.
 - Existing agreements may need to be updated based upon MTC direction via the Project Initiation process for total number of events for summer of 2016.

MLTS Soft Surface Trail Maintenance

- *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."
- *Scope of Work:*
 - Trails Coordinator to track opportunities, research and review efforts to date, and provide analysis and recommendations to MTC

for next steps and potential expenditure of funds as appropriate per the action of the Town Council of December 16.

MLTS Winter Grooming

- *Project Description:*
 - Winter grooming efforts such as the “Shady Rest Winter Grooming Program” for winter facilities of the MLTS
- *Scope of Work:*
 - Trails Coordinator to track opportunities, research and review efforts to date, and provide analysis and recommendations to MTC for next steps and potential expenditure of funds as appropriate.

MLTS Trailhead Maintenance

- *Project Description:*
 - Recommendation M1 from the TSMP: Development of Coordinated Year-Round Maintenance Plan. “Maintenance efforts can be carried out both by TOML maintenance personnel, and as stewardship opportunities with volunteer organizations.”
- *Scope of Work:*
 - Development and implementation of a MLTS Trailhead maintenance program to be coordinated with the MLTS Adopt A Trail Program which will be focused on litter and animal waste collection and removal.

Mammoth Trails

- *Project Description:*
 - Maintenance and convening of "Mammoth Trails", a confederation of outdoor recreation user groups and clubs that meets on as “as needed basis”.
- *Scope of Work:*
 - At the direction of the Trails Coordinator, convene and maintain "Mammoth Trails", a confederation of outdoor recreation user groups and clubs.

MLTS Adopt A Trail

- *Project Description:*
 - Development and implementation of a trans-jurisdictional (TOML/USFS) "adopt a trail" program for the MLTS to be coordinated with volunteer light maintenance programs.
- *Scope of Work:*
 - Trails Coordinator to research, review and establish efforts to date and provide analysis and recommendations to MTC for next steps and potential expenditure of funds.

MLTS Printed Maps and Trail Guides

- *Project Description:*
 - Production and distribution of MLTS maps and related hard goods.
- *Scope of Work:*
 - Trails Coordinator to research, review and establish efforts to date and provide analysis and recommendations to MTC for next steps and potential expenditure of funds.

**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 17th 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.

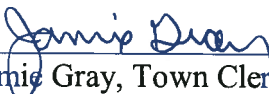
3.6 Subcontracting.

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
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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
			Total =	\$ 506,668.00

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

Total
Payments/Credits

Total Due

ATTACHMENT 5
Project Reporting Summary – Sample

Project Area	Project Name per TC Adopted Budget	Budget Reporting		
		Total Funds	Spent to Date	Balance
Planning				
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			
Design		\$ 97,223.00	\$ -	\$ 97,223.00
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			
Implementation		\$ 57,500.00	\$ -	\$ 57,500.00
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 \$	-
Operations		\$ 48,495.00	\$ -	\$ 48,495.00
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
Maintenance		\$ 231,750.00	\$ -	\$ 231,750.00
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 \$	-
Stewardship		\$ 60,500.00	\$ -	\$ 60,500.00
Mammoth Trails	Mammoth Trails	\$ 1,200.00	0 \$	1,200.00
Collateral		\$ 1,200.00	\$ -	\$ 1,200.00
Trail Maps / Guides	Print Maps / Guides	\$ 10,000.00	0 \$	10,000.00
		\$ 10,000.00	\$ -	\$ 10,000.00
		\$ 506,668.00	\$ -	\$ 506,668.00

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

08/11/15

MLTS Website Operations and Maintenance
“MLTS Website Scope of Work”
Updated July 17, 2015

Program

The technical operations of the “**MLTS Website**”, by the “**MLTS Website Technical Team**”, and the management of its content management program, by the “**MLTS Website Partner Content Team**”, will be coordinated by the “**MLTS Webmaster**”, to be designated by the Consultant and who will serve as the project lead, using protocols documented, updated and maintained by the Consultant in the “**MLTS Website Handbook**”.

1. MLTS Webmaster (designated by Consultant)
 - a. Name: **Nicole Montano**
 - b. Position: **Webmaster**
 - c. Email **nicolemontano@mltpa.org**
 - d. Telephone Contact: **760-709-0694**

Content Management System (CMS) and Backend Access

The Town and the Consultant mutually agree that in the interests of the fundamental security, technical integrity, and reliability of the content of the MLTS Website, an efficient and accountable program must be maintained for the granting of access to the MLTS Website Content Management System (CMS) as well as to Backend Access to the MLTS Website, including administrative access to the hosting service for the MLTS Website, which is currently provided by Webfaction. To this end, the Town identifies its single authorized holder of “Superuser” and Backend Access status to the MLTS Website:

1. Town of Mammoth Lakes “Superuser” and Backend access Contact.
 - a. Name: **(to be assigned)**
 - b. Position: **(to be assigned)**
 - c. Email Address **(to be assigned)**
 - d. Telephone Contact **(to be assigned)**

Upon execution of this agreement, the Town’s single authorized holder of “Superuser” and Backend Access status shall assign to the Consultant’s designated Webmaster “Superuser” and Backend access to the MLTS Website including administrative access to the hosting service for the MLTS Website, currently Webfaction. The Town’s authorized Contact and the MLTS Webmaster shall agree on a program to maintain reliable communications, including communications outside of regular business hours, in order to maintain the security, technical integrity, and reliability of the content of the MLTS Website. Consultant acknowledges that “Superuser” status and/or Backend Access to the MLTS Website may be withheld by the Town at any time. However, should the Consultant’s designated Webmaster be denied access to “Superuser” status and/or Backend Access to the MLTS Website without reasonable notice and rationale, the provisions of the Contingency program of this agreement shall be initiated. Should the situation not be resolved within 72 hours, this agreement may be terminated by the Consultant for cause.

Webmaster – Content Management System (CMS) and Permissions Management

Once “Superuser” access has been assigned to the MLTS Webmaster, the MLTS Webmaster is responsible for the assigning of all access and appropriate levels of permission to the MLTS Website CMS including denying access or terminating access to users. In no event shall the MLTS Webmaster deny the Town its “Superuser” or Backend Access. The MLTS Webmaster shall maintain and keep current an “off-line” inventory of all users with access to the MLTS Website CMS and Backend Access, which shall be available to the Town at the Town’s request.

Webmaster – Maintenance of Technical Integrity of mammothtrails.org Web Platform

Through the assignment of access and appropriate levels of permission to the MLTS Website CMS and Backend, including denying access or terminating access to users, the MLTS Webmaster is responsible for the technical integrity of the MLTS Website. All requests for access to the MLTS Website CMS or Backend for the purposes of security management, general maintenance, software and hardware updating, 3rd party platform integration, content updating including the review of draft content for approval by partner agencies, or any other requests for access that may effect the technical integrity of the MLTS Website, must be approved the MLTS Webmaster.

Webmaster – Daily Operations

Deliverables associated with the regular daily operations of the MLTS Website include:

1. Coordination and posting of Activity/Trail/Destination/Summer of Stewardship (SOS)/Event updates
2. Coordination and posting of Activity/Trail/Destination Alerts
3. Responses to reviews and general inquiries from the public, either directly or by forwarding to the appropriate TOML or USFS contacts
4. Coordination of technical and content issues
5. Coordination of information
6. Gathering of community and public land information relevant to the MLTS, to the extent determined by the TOML.
7. Assistance to interested third parties with mammothtrails.org linking opportunities
8. Monitoring of QR Code Program, both Wayfinding and Interpretive as it relates to the featured landing page, and any third party advertising displayed on the users smartphone.
9. Monitoring and distribution of site analytics - Google and Share This, with direction from TOML.
10. Promotion of MLTS Website and brand as determined by TOML
11. Coordination of the MLTS Website Calendar for seasonal transitions and content updates.

Webmaster – Seasonal Transitions

The MLTS Website is designed to accommodate representations of seasonal recreation opportunities in Mammoth Lakes and the surrounding national forest lands. Deliverables include:

1. Coordination of the MLTS Website Partner Content Team to establish “seasons” and an appropriate calendar for updating the MLTS Website. Coordination may include involvement of persons or organizations that are not specifically identified in this agreement.
2. Identification of existing MLTS Website content that can be relinked as 'featured' opportunities on landing pages per identified seasons. Landing pages include:
 - i. Home Page
 - ii. Trails General
 - iii. Destinations General Page
 - iv. Activities General Page
 - v. Specific Activities Pages
3. Updating of Update and Alerts for individual web pages based on seasonal realities and conditions on the ground.

Webmaster – Quarterly Content Updates

New recreation opportunities and infrastructure enhancements to the Mammoth Lakes Trail System will need to be reflected on the MLTS Website. Ongoing expectations from the public for new and varied recreation opportunities and for timely information regarding the MLTS must be anticipated. MLTS Website content and potentially the MLTS Website itself will need to be updated to accommodate these realities. Deliverables to include:

1. Ongoing coordination with the MLTS Website Partner Content Team along with interested parties to identify potential new infrastructure projects for possible inclusion in the MLTS Website.
2. Ongoing coordination with the general public, user groups (Mammoth Trails) and interested parties to develop potential new activities and their experiences on the MLTS.
3. As directed by the TOML, draft scopes of work and estimated budgets for the creation and posting of new content.

Webmaster – Anticipated Updates to MLTS Website Infrastructure

Contemporary technology is fast changing and will require updates to the programming and infrastructure of the MLTS Website. The ongoing introduction of new smartphones and tablets; new software, coding, and updated technical standards for existing software; opportunities emerging from Digital 395; and updates to 3rd party platforms used by the MLTS Website will require proactive engagement. Deliverables to include:

1. Recommendations for response(s) to MLTS Website user needs, whether for enhanced content delivery or enhanced technical capacity.
2. Ongoing review, evaluation and documentation of emerging and potentially relevant technologies for the MLTS Website.

Webmaster – Quarterly Reporting to the Town of Mammoth Lakes

Quarterly reporting from the Webmaster will provide the Town with both quantitative and qualitative information on the performance, functionality and use of mammothtrails.org. Deliverables to include:

Produce and deliver written quarterly content management and website performance and user updates to the Town of Mammoth Lakes.

“MLTS Website Technical Team”

The “**MLTS Website Technical Team**” will be responsible for the technical operations of the MLTS Website and shall consist of the MLTS Webmaster and representatives from the Town. The Town shall provide points of contact for its representatives to the “**MLTS Website Technical Team**”:

1. MLTS Webmaster (Consultant)
 - a. Name: **Nicole Montano**
 - b. Position: **Webmaster**
 - c. Email **nicolemontano@mltpa.org**
 - d. Telephone Contact: **760-709-0694**

2. Town of Mammoth Lakes technical representative
 - a. Name: **Nate Greenberg**
 - b. Position: **Town/County IT Director**
 - c. Email Address: **ngreenberg@mono.ca.gov**
 - d. Telephone Contact: **760-924-1819**

3. Town of Mammoth Lakes Administrative/Financial representative:
 - a. Name: **Jamie Robertson**
 - b. Position: **Assistant Engineer**
 - c. Email Address: **jrobertson@townofmammothlakes.ca.gov**
 - d. Telephone Contact: **(760) 934-8989, Ext. 283; (760)914-3133 (cel)**

“MLTS Website Partner Content Team”

The “**MLTS Website Partner Content Team**” will be responsible for coordinating the content and content opportunities of the MLTS Website and shall consist of the “**MLTS Webmaster**” and representatives of partner agencies and organizations. The Town shall provide the following points of contact for representatives to the “**MLTS Website Partner Content Team**”:

1. MLTS Webmaster (Consultant)
 - a. Name: **Nicole Montano**
 - b. Position: **Webmaster**
 - c. Email **nicolemontano@mltpa.org**
 - d. Telephone Contact: **760-709-0694**

2. Town of Mammoth Lakes Trails Coordinator Representative:
 - a. Name: **(to be assigned)**
 - b. Position: **(to be assigned)**
 - c. Email Address **(to be assigned)**
 - d. Telephone Contact **(to be assigned)**

3. Town of Mammoth Lakes Administrative/Financial Representative:
 - a. Name: **Jamie Robertson**
 - b. Position: **Assistant Engineer**
 - c. Email Address: **jrobertson@townofmammothlakes.ca.gov**
 - d. Telephone Contact: **(760) 934-8989, Ext. 283; (760)914-3133 (cel)**

4. Inyo National Forest representative
 - a. Name: **(to be assigned)**
 - b. Position: **(to be assigned)**
 - c. Email Address **(to be assigned)**
 - d. Telephone Contact **(to be assigned)**

5. Mammoth Lakes Recreation Representative:
 - a. Name: **(to be assigned)**
 - b. Position: **(to be assigned)**
 - c. Email Address **(to be assigned)**
 - d. Telephone Contact **(to be assigned)**

6. Mammoth Lakes Tourism representative
 - a. Name: **Christie Osborne**
 - b. Position: **Interactive Marketing Manager**
 - c. Email Address **cosborne@visitmammoth.com**
 - d. Telephone Contact: **760-934-2712 ext. 1310**

Promotion and Coordination Opportunities

Promotion opportunities will be coordinated with the community, local businesses and organizations and the media. Deliverables may include:

1. Coordination with Mammoth Lakes Tourism and Mammoth Chamber of Commerce.
2. Printing and distribution of “MLTS Smart Card”
3. Printing and Distribution of “MLTS Rack Card”
4. Implementation of “MLTS Website Linking Program”
5. Guided tours of MLTS Website for media reviews
6. Guided tours of MLTS Website to MLTS Partners through a “MLTS Ambassador” program targeting outreach to businesses and organizations
7. Implementation of Source Redirect program to enhance MLTS Website analytics, per guidance of MLTS Website Partner Content Team.
8. Submission of MLTS Website for peer review by bodies/organizations to offer constructive feedback on website improvements and potential promotion opportunities.

TECHNICAL SUPPORT & MAINTENANCE SUPPLIED BY TOML

The Town commits to supplying professional website hosting, server administration, and timely emergency support for the MLTS Website. The Town acknowledges that these services are vital for the efficient and professional operation of the MLTS Website. Any costs to the content management of the MLTS Website associated with the disruption of the hosting capacity of the MLTS Website, the administration of servers, or a failure to provide timely emergency service to address technical operations failures of the MLTS Website as administered by the Town shall be addressed per the provisions of the "Contingency" section of this scope of work.

WEB HOSTING: The Town shall provide web-hosting services for the MLTS Website through Webfaction (<http://www.webfaction.com>). Should the Town desire to make changes to the webhosting services provided by Webfaction, the Town will review alternative solutions with Consultant and allow 60 days advance notice of a proposed change to web hosting services. Should "Extra Work" be required of Consultant due to a change in web hosting services; either a change of providers or through the failure of the Town to maintain its agreement with Webfaction, Consultant compensation would be considered as "Extra Work" per section 3.3.4 to this agreement.

1. Town's Technical Point of Contact for Web Hosting Services
 - a. Name: **Nate Greenberg**
 - b. Position: **Town/County IT Director**
 - c. Email Address: **ngreenberg@mono.ca.gov**
 - d. Telephone Contact: **760-924-1819**

SERVER ADMINISTRATION SERVICES: The Town shall provide server administration services for the website hosted on Webfaction – or on a similar web hosting provider - including routine maintenance of the server, restarting of web services, server scaling, backups and restores, and OS patch updates. Should the Town either fail to provide, or choose not to provide, server administrator services, Consultant may provide those services as "Extra Work" per section 3.3.4 to this agreement.

1. Town's Technical Point of Contact for Server Administration Services
 - a. Name: **Nate Greenberg**
 - b. Position: **Town/County IT Director**
 - c. Email Address: **ngreenberg@mono.ca.gov**
 - d. Mobile Phone: **760-924-1819**

PHOTO GALLERY HOSTING FOR THE WEBSITE: The Town shall provide the hosting of photographic images for the MLTS Website through SlideShow Pro (<http://slideshowpro.net>). The Town shall maintain photo gallery hosting services with SlideShow Pro through the life of this agreement. Should the Town desire to make changes to the photo gallery hosting services provided by SlideShow Pro, or move the photo galleries to an alternative provider, the Town will review alternative solutions with Consultant and allow 60 days advance notice of a proposed change to photo gallery hosting services. Should "Extra Work" be required of Consultant due to a change in photo gallery hosting services; either a change of providers or through the failure of the Town to maintain its agreement with SlideShow Pro, Consultant compensation would be considered as "Extra Work" per section 3.3.4 to this agreement.

1. Town's Technical Point of Contact for Photo Gallery Hosting Services
 - a. Name: **Nate Greenberg**
 - b. Position: **Town/County IT Director**
 - c. Email Address: **ngreenberg@mono.ca.gov**
 - d. Telephone Contact: **760-924-1819**

MLTS WEBSITE EMAIL ACCOUNTS: Consultant will maintain a variety of email accounts associated with the MLTS Website, including reviews@mammothtrails.org, info@mammothtrails.org, techteam@mammothtrails.org, webmaster@mammothtrails.org, and other email addresses as deemed necessary.

1. Town's Point of Contact for MLTS Website Email Accounts (if desired)
 - a. Name: **Nate Greenberg**
 - b. Position: **Town/County IT Director**
 - c. Email Address: **ngreenberg@mono.ca.gov**
 - d. Telephone Contact: **760-924-1819**

NON-FEE ACCOUNTS: Consultant shall maintain the following non fee services as part of the technical operation and content management of the MLTS Website: Google Analytics; Share This; Google Webmaster Tools; Bing/Yahoo Webmaster; Binary Canary; Cloudflare; New Relic; Twitter; Facebook.

1. Town's Point of Contact for Non-Fee Accounts (if desired)
 - a. Name: **Nate Greenberg**
 - b. Position: **Town/County IT Director**
 - c. Email Address: **ngreenberg@mono.ca.gov**
 - d. Telephone Contact: **760-924-1819**

CONTINGENCY

Unforeseen events and opportunities will play a role in the operations of the MLTS Website. MLTS Website operations must be able to respond appropriately to unforeseen circumstances including but not limited to the following:

- Traffic to the MLTS Website exceeds capacity of the web host and crashes the Website. Extra bandwidth and server administration is required immediately.
- A catastrophic web hosting failure necessitates the installation of a full backup of the MLTS Website on an alternative webhost/data center.
- A member of the MLTS Website Technical Team is unable to perform to expectations necessitating alternative solutions to immediate needs.
- Unanticipated changes are needed to MLTS Website content or functionality in response to public safety needs or to fast moving changes in the technological environment that are beyond the control of the MLTS Webmaster or the MLTS Website Technical Team.
- Any unforeseen, unanticipated or technical failure of the MLTS Website for which there is no readily available or discernable explanation.

In order to maintain the capacity to implement viable solutions for unforeseen circumstances which may affect the reliable operations of the MLTS Website, and to maintain the capacity to implement technical and user interface needs of the MLTS Website that may arise from time to time, the Consultant may maintain time and material consulting agreements with third parties "SparkGeo" of Prince George, British Columbia, Canada, and "HoldFast Creative" of Denver, Colorado. There will be no paid advance or retainer paid for the purpose of establishing these subcontracts. Additionally, the Consultant will be available to work on a time and materials basis on projects designated and assigned by the Town. These third parties shall be retained by Consultant strictly as independent contractors to Consultant and shall not be considered parties to this Agreement or contractors of the Town.

The Town and Consultant acknowledge the following in regards to contingency efforts:

1. Funds for non-emergency contingency tasks will be considered, and may be approved, by the Town Manager or his/her designee based upon budget and scope recommendations of the MLTS Webmaster. These tasks will be considered as "Extra Work" per section 3.3.4 to this agreement.
2. In the event of a failure of the website or the existence of a condition which Consultant believes requires "Extra Work," Consultant shall communicate the failure or condition to the Town Manager (or his or her designee) in writing, along with a proposed course of action to remedy the failure or condition and a cost estimate for doing so.
3. Provided that the Town Manager or his or her designee has approved the work and costs in advance and in writing, Consultant will be reimbursed for the costs of resolving a failure or other condition as described in paragraph 2 above.
4. Should the Consultant encounter a catastrophic situation wherein the website is incapacitated or is delivering misleading and/or potentially harmful information to the public and the catastrophic situation requires extraordinary efforts including either 1) immediately addressing the cause of the catastrophic situation using available resources including posting to the mammothtrails.org web address a placeholder page advising that the "MLTS Website is currently not available" and 2) the identified contacts for the Town are not responsive per the communication protocols as established through this agreement within one (1) hour of the identification of a catastrophic situation, then the Consultant shall be empowered to take prudent and reasonable corrective actions at a cost not to exceed \$2,500 until communication can be re-established with a representative of the Town who will provide direction on any further corrective actions and will review consultants request for "Extra Work" as required and as detailed in this agreement.

EXHIBIT "A"
SCOPE OF SERVICES AND BUDGET

SOS TRAILS DAYS –FY14-15 \$3,500; FY15-16 \$15,000

LAKES BASIN STEWARDS FY14-15 \$12,000; FY15-16 \$35,800



2015 Scope of Work
Mammoth Lakes Trail System Projects

Friends of the Inyo is pleased to present the following scope of work for the continuation of community-based stewardship and interpretation programs on the Mammoth Lakes Trail System. Over the course of the last seven years, Summer of Stewardship Trail Days and Mammoth Lakes Trail System Stewards have become a valued part of the summer experience in Mammoth Lakes providing meaningful opportunities for residents and visitors to care for, explore, and participate in their public lands. A brief summary of each project, recent accomplishments, and a proposed budget follows below.

Summer of Stewardship Trail Days (Project 511)

Operated as a partnership of Friends of the Inyo, Mammoth Lakes Trails and Public Access Foundation, and the Inyo National Forest, Summer of Stewardship Trail Days provide five public volunteer days over the course of the summer and early fall in addition to one volunteer day in June of 2016. Volunteers complete trail maintenance, trash removal, and wayfinding enhancements within the Mammoth Lakes Trail System under the guidance of professional trail crew leaders. All volunteers receive breakfast, lunch, and the chance to win giveaways in acknowledgement of their service. In addition, they build strong connections with the Mammoth Lakes Trail System and the community overall while ensuring quality trail experiences for future users. Now a highly anticipated series of events, Summer of Stewardship Trail Days meet the goals of the Mammoth Lakes trail System Master Plan by:

- Providing essential maintenance for heavily used trails
- Working with partners to leverage expertise and effectiveness
- Engaging the public
- Encouraging volunteerism
- Adding value and improves the experience of visitors
- Identifying candidates for a future Adopt-a-Trail program, and
- Celebrating the trails system, and building public awareness,

For the last 7 summers, SOS trails days have engaged a broadening audience of volunteers and supporters in stewardship activities on the Mammoth Lakes Trail System and our immediate public lands. In 2014, SOS Trails Days:

- Engaged 322 people volunteered with Summer of Stewardship, a 31% increase over 2013, 44 of whom were children
- Provided 1,994 stewardship hours valued at more than \$44,964.70 in service
- Repaired 36 structures
- Removed 15 logs

- Maintained 60,722 feet of trail
- Built 5,380 feet of trail
- Restored 5,480 feet of trail
- Monitored 40 miles of trail
- Removed 1,680 lbs of trash
- Interacted with 275 visitor contacts.

In 2015, potential projects for Summer of Stewardship Trail Days include work around the Lakes Basin and the Uptown/ Downtown Trail.

Budget

In 2015 and June of 2016, Friends of the Inyo and the program partners plan to host six Summer of Stewardship Trail Days on the Mammoth Lakes Trail System. Given the popularity of the program, it is necessary to add an additional crew leader to ensure effective risk management and volunteer safety on the trail. In 2014, we had an average of 53 volunteers per project with a maximum of 84 and a minimum of 36 participants. This is a 31% increase over previous years. Adding an additional crew member allows us to maintain a safe volunteer to leader ratio and positive experience for all volunteers. As outlined in the attached budget, the total value of the program is more than \$60,000, including the contributions of volunteers to the Mammoth Lakes Trail System. Friends of the Inyo respectfully requests \$18,500 from Mammoth Lakes Recreation and the Town of Mammoth Lakes to organize and facilitate the Summer of Stewardship Trail Days program this summer. The program is scalable based on the funds available, and Friends of the Inyo actively seeks other contributors and matching funds to support the program and the volunteer experience.

Mammoth Lakes Trail System Stewards (Project 472)

Since 2007, Mammoth Lakes Trail System Stewards have provided trail maintenance, visitor services, and organized interpretive activities on the Mammoth Lakes Trail System for visitors and residents. The programs have grown in popularity each year and are becoming a repeat activity for annual vacationers. At the same time, the USFS greatly values the work of the Stewards who patrol and repair busy trails and provide information to visitors. In 2014, the Stewards expanded their trail stewardship role to provide more maintenance and restoration work with individual volunteers and small groups as well as interpretive programs beyond the Mammoth Lakes Basin. They also provided a weekly Mammoth Trail Conditions report that was widely distributed for both visitors and residents.

Working with Inyo National Forest, we have identified a number of trails in need of work that, while inappropriate for volunteers, can be accomplished by trail system stewards including maintenance in the Seven Lakes Loop/ Dragon's Back area, Panorama Dome, TJ-Barrett Lake Loop. The stewards can also provide essential visitor information regarding bear issues in addition to trails information and general conditions. The stewards lead interpretive tours and manage a cadre of volunteers who do so as well. In 2014, the Mammoth Lakes Trail System Stewards provided free guided walks to the public four days a week. In 2015, the stewards can further develop this program and continue to identify dedicated, trained volunteers to assist with trail maintenance as appropriate. This could become the beginning of an adopt-a-trail program in conjunction with Forest and Town guidelines.

The Mammoth Lakes Trail System Stewards program works toward the goals in the Mammoth Lakes trail System Master Plan by:

- Providing essential, skilled maintenance for heavily used trails
- Working with partners to leverage expertise and effectiveness

- Engaging the public
- Encouraging volunteerism
- Adding value to and improving the experience of visitors
- Providing interpretation and organized tours led by docents and paid staff for visitors and residents
- Identifying candidates for a future Adopt-a-Trail program

In 2014, Mammoth Lakes Trail System Stewards:

- Maintained 159 miles of trails
- Patrolled 268 miles
- Provided information to 1,325 trail users (visitor contacts)
- Led more than 300 registered participants on interpretive programs
- Cleaned or removed 41 fire rings
- Restored 37 campsites
- Cleared 37 logs from trails
- Built or maintained 140 trail structures including signs
- Picked up 362 lbs of trash

Budget

In 2015 and June 2016, Friends of the Inyo proposes to continue the Mammoth Lakes Trail System Stewards program with two full-time stewards for the summer season roughly from Memorial Day through Labor Day. The Stewards will provide trail maintenance, visitor information, and interpretive programs throughout the Mammoth Lakes Trail System. At the same time, they will continue to work with a small, dedicated crew of trail stewardship volunteers as well as interpretive docent volunteers who lead tours focused on specific topics and areas such as geology, Consolidated Mine Site, flowers, astronomy etc. Inyo National Forest greatly values the work of the Stewards for providing ongoing maintenance on heavily used trails and free interpretive experiences to forest visitors. As indicated in the attached budget, the total value of the program exceeds \$65,000, which includes volunteer time, tools, insurance, and additional staff time. Friends of the Inyo requests \$47,800 from Mammoth Lakes Recreation and the Town of Mammoth Lakes to support the program this coming summer. With these funds, Friends of the Inyo will provide two full-time Mammoth Lakes Trail System Stewards in the summer of 2015 roughly from Memorial Day through Labor Day, which allows for daily trail maintenance, regular visitor information updates (bathroom signs, etc.), weekly trail reports, and free interpretive tours approximately four days per week.

The program is scalable and assumes savings from combined work if project #511 is fully funded. As in previous years, Friends of the Inyo is continuously working to secure matching funds to support this valuable program.

Friends of the Inyo is excited to continue the Summer of Stewardship Trail Days and Mammoth Lakes Trail System Stewards programs in the coming year. Both programs provide meaningful opportunities for residents and visitors to discover, explore, and care for these exceptional trails and public lands while fostering a sense of community and responsibility. We look forward to working with Mammoth Lakes Recreation, the Town of Mammoth Lakes, Mammoth Lakes Trails and Public Access Foundation, and Inyo National Forest to ensure the continued success of the programs. Together, we can ensure the vitality and safety of our trail system and the excellence of our visitors' experience in Mammoth Lakes.

EVENTS

JUNE 13: TWIN LAKES

JULY 11: LAKE GEORGE

AUGUST 15: UPTOWN/DOWNTOWN

AUGUST 29: HORSESHOE LAKE

SEPTEMBER 19: LAKES BASIN CLEANUP



"Summer of Stewardship: Trail Days 2015" - MLTPA Only Budget
Total Budget for 5 Events - April 14, 2015 - FINAL PROGRAM BUDGET FOR SUMMER 2015

	Hrs(Count) / Event	Total / Event	Rate (Cost)	Total Cost / Event	Total Cost / Program		
SERIES	17	85		\$ 912.72	\$ 4,563.60	Efforts applicable to coordination and management of all SOS Trail Days events	
Project Lead	4	20	\$ ✓ 57.00	\$ 228.00	\$ 1,140.00	Series Partner/Sponsor Coordination	
						Series Wrap and Reporting	
						Series Project Management	
Operations	6	30	\$ ✓ 57.00	\$ 342.00	\$ 1,710.00	Series Operations	
						Series Wrap and Reporting	
Outreach + Community Relations	3	15	\$ ✓ 57.00	\$ 171.00	\$ 855.00	Series Wrap and Reporting	
Graphics	4	20	\$ ✓ 42.93	\$ 171.72	\$ 858.60	Series Graphic Design	
HARD COSTS					\$ 3,450.00	All "hard costs" for advertising for series and promotion for volunteer recruitment	
The Sheet - 1/8 color Add	2	10	\$ 125.00	\$ 250.00	\$ 1,250.00	cost of print add	
Mammoth Times - 1/8 color Add	1	5	\$ 110.00	\$ 110.00	\$ 550.00	cost of print add	
Radio Advertising	2	10	\$ 90.00	\$ 180.00	\$ 900.00	cost of KMMT radio add	
Program Series Postcard	200	1000	\$ 0.25	\$ 50.00	\$ 250.00	printing cost of post card	
Flyer distribution	5		\$ 100.00	\$ 100.00	\$ 500.00	flyer distribution	
Tee Shirt Printing		0	\$ 700.00	\$ -	\$ -	womens and mens teeshirts	
Hat Printing		0	\$ 300.00	\$ -	\$ -	costs for hat printing	
Banner printing		0	\$ 200.00	\$ -	\$ -	costs for banner printing	
PER EVENT	37	185		\$ 1,841.67	\$ 9,208.35	Specific efforts applicable to individual SOS Trail Days events	
Project Lead	3	15	\$ 57.00	\$ 171.00	\$ 855.00	Event Messaging Review	
						Event Partner/Sponsor Coordination	
Outreach + Community Relations	15	75	\$ ✓ 57.00	\$ 855.00	\$ 4,275.00	Event Collateral Development	
						Event Collateral Implementation	
						Event Outreach + Volunteer Coordination	
						Event Onsite Management	
Graphic Designer	8	40	\$ 42.93	\$ 343.44	\$ 1,717.20	Event Collateral + Design	
						Event Wrap	
Photographer	8	40	\$ 42.93	\$ 343.44	\$ 1,717.20	Event Photo Conditions + Event	
Photo Librarian	3	15	\$ 42.93	\$ 128.79	\$ 643.95	Event Photo process - MLTS Photo Library	
Budget Summary							
Total Events Per Program =					5		
Total Cost Per Event =					\$ 3,444.39		
Total Cost Per Program =					\$ 17,221.95		
Contingency 10% =					\$ -		
Total Program Costs =					\$ 17,221.95	✓	
Notes:							
1) - \$1,000 in sponsor funding will be necessary to cover meal costs.							
2) - This budget scenario includes no funds for Tee Shirts, Hats, Banner printing or Contingency							
3) - Precise marketing costs for 2016 season are not available at this time and are subject to change.							

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Natural Resource and Recreational Facilities
Stewardship Services
Amendment #8 2015/16 Winter Nordic Snow Grooming
November 20, 2015

Between: Town of Mammoth Lakes (Town)
P. O. Box 1609
Mammoth Lakes, CA 93546

And: Friends of the Inyo (Consultant)
819 North Barlow Lane
Bishop, CA

The original consulting agreement for this project dated 7/27/12, hereafter referenced as Agreement, was written to provide natural resource and recreational stewardship services. Once the trails stewardship work was completed as part of the original contract a need for temporary signage and wayfinding was discovered. The Town needed to have temporary signs installed to direct users to revised routes added to this Agreement (Amendment #1).

The Agreement has been amended several times to add additional work and extend the contract ending date. The most recent contract extension was Amendment #7 which extended the contract terms from November 15, 2014 to November 15, 2015.

Amendment #8 is the fourth extension, and extends the contract terms from November 15, 2015 to November 15, 2016, adds standard United States Forest Service (USFS) Contract provisions as provided on Exhibit A, provides for Winter Nordic Snow Grooming Services as shown on Exhibit B, and specifies the contract amounts shown in Exhibit C.

Town has identified the need to have Winter Nordic Snow Grooming at Shady Rest Campground for the 2015/16 winter season. The Town has a USFS Challenge Cost Share Supplemental Project Agreement to authorize this activity. The addition of Amendment #8 to the existing Agreement dated 7/27/2012 provides the contractual requirements to have the services performed by Consultant.

Consultant shall comply with all of the new provisions shown in Exhibit A, furnish all of the services as described in as shown in Exhibit B, and will be compensated for the additional services as shown in Exhibit C.

Town shall compensate the Consultant for the additional work on a time and materials basis in the amount not to exceed Twenty Thousand Dollars (\$20,000.00). Consultant shall not exceed this amount without written authorization from the Town.

It should also be noted that the MLTSCC no longer exists and all references in the Agreement or Amendments to the MLTSCC are now references to Town.

TOWN Mr. Grady Dutton, PE
Director of Public Works
Town of Mammoth Lakes
P.O. Box 1609
Mammoth Lakes, CA 93546

CONSULTANT Friends of the Inyo (Consultant)
Laura Beardsley
819 North Barlow Lane
Bishop, CA 93514
(760) 873-6500

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONSULTANT

TOWN OF MAMMOTHLAKES

Friends of the Inyo

Director of Public Works

Dated: _____

Dated: _____

EXHIBIT A

Additional Mandatory Contract Provisions

The Nordic Snow Grooming work will be performed by Friends of the Inyo with permission granted to the Town through a USDA USFS Challenge Cost Share Agreement which has several mandatory provisions that are not included in the Town of Mammoth Lakes and Friends of the Inyo Agreement dated 7/27/2012. The following provisions are hereby added to the agreement for all work conducted by Friends of the Inyo.

- A. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENCY STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Friends of the Inyo, here after (FOI), acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If FOI fails to comply with these provisions, the U.S. Forest Service will contact the Town and direct, on the basis of the existing Challenge Cost Share Agreement, that the Town annul this agreement and recover any funds FOI has expended in violation of sections 433 and 434.
- B. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- C. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY**
FOI agrees that any FOI employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the FOI has hereby willingly agreed to assume these responsibilities.

Further, the FOI shall provide any necessary training to FOI employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. FOI shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- D. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.
- E. ENDORSEMENT. Any FOI contributions made under this agreement do not by direct reference or implication convey U .S. Forest Service endorsement of the Cooperator's products or activities.
- F. DRUG-FREE WORKPLACE.
FOI agrees that it will publish a drug-free workplace statement and provide a copy to each employee who is engaged in the performance of any project/program that receives Federal funding. The statement must:
- 1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - 2) Specify the actions the FOI will take against employees for violating that prohibition; and
 - 3) Let each employee know that, as a condition of employment under any instrument, the employee

USDA Forest Service OMBO 596-0217 FS-1500-10 Employee Requirements:

- (I) Must abide by the terms of the statement, and
- (II) Must notify you in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

FOI agrees that it will establish an ongoing drug-free awareness program to inform employees about:

- (III) The dangers of drug abuse in the workplace;
- (IV) The established policy of maintaining a drug-free workplace;
- (V) Any available drug counseling, rehabilitation and employee assistance programs; and
- (VI) The penalties that may be imposed upon the employee for drug abuse violations occurring in the workplace Without the Program manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this instrument, whichever occurs first.
- (VII) FOI agrees to immediately notify the Program Manager (Town of Mammoth Lakes) if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the agreement number of each instrument on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after FOI learns of the conviction. The Town of Mammoth Lakes will notify the USFS.
- (VIII) Within 30 calendar days of learning about an employee's conviction, FOI must either:
 - (i) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - (ii) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

- G. NONDISCRIMINATION. FOI shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial.

EXHIBIT B

SERVICES TO BE RENDERED AS APPROVED BY MAMMOTH LAKES

SERVICES TO BE RENDERED AS APPROVED BY MAMMOTH LAKES TRAIL SYSTEM
COORDINATING COMMITTEE (MLTSCC) PROJECT NUMBER AND TITLE:

PROJECT #	TITLE	SCOPE OF SERVICES
207	MLTS WINTER GROOMING	PROVIDE GROOMED NORDIC SKI TRAILS AT SHADY REST PARK/CAMPGROUND, ESTIMATED FROM DECEMBER, 2015 TO MARCH, 2016 AS SNOW CONDITIONS ALLOW AND CAN BE EXTENDED BY WRITTEN AUTHORIZATION OF THE TOWN SHOULD CONDITIONS AND FUNDS ALLOW. GROOMING WILL OCCUR AT LEAST 5 DAYS PER WEEK ON THE "OUTER LOOP" TRAIL SYSTEM DURING THIS PERIOD UTILIZING A SHERPA SNOWMOBILE AND NORDIC TRACK SETTER, DEPENDENT ON SNOW CONDITIONS.

If requested by the Town, Consultant shall provide monthly verbal reports to Mammoth Lakes Recreation (MLR) and shall provide an email to the Town on the status of the Nordic Grooming, time and materials expended. Also include any recommendations that may assist the Town in meeting the expectations of facility users.

Additional stipulations:

Hourly Rates:

- a. Professional Groomer Operator: \$35.00 per hour
- b. Average 4 hours GROOMING per day /5 days a week /13 weeks max not to exceed 260 hours without additional authorization from town.
- c. contract grooming period from Dec. 15, 2015 to March 15, 2016
- d. Groomer Maintenance Time: \$35.00 per hour
- e. Coordination, Outreach and Scheduling: \$40.00 per hour.

Level of Service

- a. Manage a grooming schedule by the Alpina Sherpa Groomer and YTS Track Setter.
- b. Groom when it is safe to operate, not during snow storms or blizzard conditions.
- c. Groom within 8 to 48 hours after a snow event as facilitated by snow conditions, weather and machine capacity or groom when foot traffic impacts require refreshing the track.
- d. Groom cross country skiing tracks to facilitate Nordic skiing on the outer loop of Shady Rest Campground.

Coordination - The principle GROOMING COORDINATOR will be Mr. Casey Penn, Friends of the Inyo Stewardship Program Manager who will act as an advisor and trainer to support the grooming program.

- a. All operators (over 18 years old with valid California Driver's License) will be fully trained in safety and technique prior to equipment use.
- b. Maximum grooming speed 5 to 10 mph.
- c. Appropriate use of alert horn
- d. If user encountered, yield right of way

EXHIBIT C

COMPENSATION

Budget Item	Item Total
Provide grooming services to facilitate Nordic skiing opportunities in the Shady Rest Park/Campground area outer loop. To be billed monthly on a Time and Materials basis for contracted services provided.	\$20,000
Maximum Time and Materials (Not to Exceed)	\$20,000

Refer to "Town Tracking Project Number #207 MLTS WINTER GROOMING" for all billing invoices.

OVERALL PROJECT BUDGET FOR FRIENDS OF THE INYO

<i>Town of Mammoth Lakes Contract Budget</i>				
Organization:	Friends of the Inyo	Project:	#207 -Winter Grooming	
Contract Budget Effective Dates 12.1.2015 to 6.30.2016				
	(a)	(b)	(c)	(e)
Category	Measure R Request	In-kind & matching Funds	Volunteer Hours	Total Category Value
Budget Categories:				
Salaries & Benefits	16,010			16,010
Publications/Outreach/Advertising		350		350
Tools & Supplies (fuel, maintenance, supplies, signage, etc.)	3,990	750		4,740
Insurance		1,500		1,500
Indirect Administrative Expenses		2,251		2,251
TOTALS	\$ 20,000.00	\$ 4,851.00	\$ -	\$ 24,851.00