

MAMMOTH LAKES RECREATION (MLR) Board Meeting

MONDAY, June 1, 2015

5:00 p.m.

**Mammoth Lakes Tourism Conference Room
2520 Main Street, Mammoth Lakes, CA**

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

Board Members: Jo Bacon, Tom Johnson, David Page, Drea Perry, Teri Stehlik, Danna Stroud and Brent Truax

PUBLIC COMMENTS

ADMINISTRATIVE ITEMS

1. Approve minutes of May 4 and May 21, 2015 meetings
2. Update from Town regarding recreation-related projects
3. Financial Reports
 - a. TOML Contract April 2015 Expenditures
 - b. May 2015 TOML Invoice
 - c. Budget to Actuals for April 2015
 - d. Accept Holmes Foundation Grant
4. Review and consider approving MLR/MLT services agreement through June 2017
5. Report from MLR Reconciliation Committee
6. Review agenda items for June 3, 2015 Town Council meeting
7. Review and preparation for June 8, 2015 Recreation Commission/MLR joint workshop
8. Report from MLR MLTS Committee
 - a. Draft Trails Coordination Contract
9. Review and approve MLR Executive Director agreement
10. Review draft MLR Strategy framework
11. Set MLR Board meeting dates for rest of 2015
12. Board Member Reports

CLOSED SESSION

1. Executive Assistant Recruitment update

Reconvene from Closed Session – Report Any Action Taken

REQUEST FOR FUTURE AGENDA ITEMS

ADJOURNMENT

To the next meeting of the MLR Board on June 29, 2015.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the Mammoth Lakes Tourism outside door not less than 72 hours prior to the meeting. Dated this 29th day of May, 2015.

Tom Johnson, MLR Secretary

Minutes of Mammoth Lakes Recreation Board Meeting

Monday, May 4, 2015

ROLL CALL

President Stroud called the meeting to order at 5:05 pm at the Mammoth Lakes Tourism Conference Room, 2510 Main Street, Mammoth Lakes, CA. Present: Jo Bacon, Tom Johnson, Drea Perry, Teri Stehlik, Danna Stroud and Brent Truax. Absent: David Page.

PUBLIC COMMENTS - None

ADMINISTRATIVE ITEMS

1. Approve minutes of April 13 and April 28 meetings – both sets approved as written (M Stehlik / S Perry C 6-0).

2. Update from Town regarding recreation-related projects

Grady Dutton provided an update on the NEPA work for Lake Mary to Lake George project (Sarbanes Grant) and answered questions.

Betsy Truax showed photos of the completed Concession Stand at Whitmore (funded from the 2015 Interim Funding).

Stuart Brown provided an update on the Whitmore Pool opening and that the Wi-Fi installation there was complete. He also reported on the fish stocking program, which starts May 19th.

3. Financial Report – Jo referenced the attached May 2015 zero invoice to the Town, and clarified that due to the meeting schedules, April expenditures, etc. will be reported at the June 1st meeting.

4. Discussion regarding multi-use/ice rink facility

a. Review Recreation Commission and Town Council meeting agenda action sheets

b. Draft comments to distribute to Recreation Commission and Town Council

The Board discussed options for comments at both the Recreation Commission and Council meetings. Consensus was reached on comments (email from Danna with those comments attached for reference).

5. Report from Reconciliation Committee – Jo and Teri reviewed an interim spreadsheet, and noted that an additional meeting would be set before the June 1st MLR Board meeting to work further on finalizing the fund balances.

It was also noted that the Executive Director, when hired, would most likely be tasked by the Board to keep track of and review actual Sales Tax and Utility User Tax receipts and projections with the Town.

6. Report from Website Development – Tom gave a quick demonstration of the selected template and noted that he, David, and Brahm will continue to work to on

content, as well as the to-be-hired Executive Assistant. It was noted that a Communications Committee meeting will be set soon to review the details.

7. Review Town Council May 6 meeting agenda and consider drafting comments to submit – the group discussed the following items, but will make no comment at Wednesday night's meeting:

- Item #11 – Approve MLTS FY 15-16 budget recommendations
- Item #12 – Contracts for MLTPA and FOI for June 2015 stewardship activities

8. Board Member Reports

The group discussed setting a meeting based on the results of the Council decision Wednesday night on relocation of the Multi Use Facility.

Jo noted that she will be working with John Urdi on a Services Agreement for the June 1st meeting, as the current agreement expires June 30th. She also noted that MLR has been placed on the July 15th Council meeting for a quarterly progress report.

Danna mentioned a May 22nd meeting on the County's Strategic Plan.

CLOSED SESSION

1. Executive Director Recruitment update
2. Executive Assistant Recruitment update

The Board returned from Closed Session and noted there was no reportable action.

ADJOURNMENT

There being no further business to come before the Board of Directors, the meeting was adjourned at 8:50 pm.

Dated: _____.
Secretary

Minutes of Mammoth Lakes Recreation Board Meeting
Thursday May 21, 2015

ROLL CALL

President Stroud called the meeting to order at 5:05 pm at the Mammoth Lakes Tourism Conference Room, 2510 Main Street, Mammoth Lakes, CA. Present Jo Bacon, David Page, Drea Perry, Teri Stehlik, Danna Stroud and Brent Truax. Absent: Tom Johnson.

PUBLIC COMMENTS

Grady Dutton provided information on the Mammoth Creek Gap Trail, between the intersection of Minaret Road and Old Mammoth Road and the western end of the path at Mammoth Creek Park. Danna noted that the Mammoth Trails Committee will work on incorporating projects from the Town's Pedestrian and Bikeway Plans into the MLTS inventory.

ADMINISTRATIVE ITEMS

1. Multi Use Facility Relocation Update – Danna and Drea reported on a discovery meeting that they, Tom, and Lois Klein (MUSD) and Stacy Adler (MCOE) had on May 20th. It was noted that several upcoming meetings will focus on the options that will be presented to Council.
2. Consider comments on Mono County Strategic Plan – after review of the documents provided by the County, the board consensus was for Danna to attend the May 21st meeting and advocate for including specific references to recreation and partnerships throughout the documents.

3. Board Member Reports –

Drea reported on a meeting with the Roof proponents, including their interest in assuring that more construction options were considered and that the final version be aesthetically pleasing.

Jo noted that Council will be considering the final list of projects for the Developer Impact Fees on June 3rd, and that the Strategy Committee should make sure that any applicable projects on that list are incorporated into the Strategy spreadsheets.

CLOSED SESSION

1. ED candidate interview evaluation
2. Status of Executive Assistant recruitment

The Board returned from Closed Session and made the following motion: MLR authorizes the President to finalize an employment agreement with Rich Boccia to become the Executive Director for MLR subject to final approval of the agreement by the Board (M Truax / S Perry C 6-0).

ADJOURNMENT

There being no further business to come before the Board of Directors, the meeting was adjourned at 6:50 pm.

Dated: _____.

Secretary

Mammoth Lakes Recreation	
Report of Expenditures - April 2015	
Income	
\$100,000.00	Balance Forward
\$0.00	April 2015 Contract Payment
\$100,000.00	Total Revenues
Expenditures	
\$4,317.28	Balance Forward
\$252.15	Accounting Fees March and April
\$900.00	Website Development
\$5,469.43	Total Expenditures
\$94,530.57	Balance Available

Mammoth Lakes Recreation
Budget vs. Actual
as of April 30, 2015

				Jul '14 - Apr 15	Budget	\$ Over Budget
Ordinary Income/Expense						
Income						
Direct Public Support						
Corporate Contributions				0.00	5,000.00	-5,000.00
Individ, Business Contributions				2,161.24	5,000.00	-2,838.76
Total Direct Public Support				2,161.24	10,000.00	-7,838.76
Government Grants				115,000.00	215,000.00	-100,000.00
Total Income				117,161.24	225,000.00	-107,838.76
Expense						
Business Expenses						
Candidate Search				277.76		
Filing Fees				926.00	1,000.00	-74.00
Total Business Expenses				1,203.76	1,000.00	203.76
Contract Services						
Accounting Fees				976.12	4,000.00	-3,023.88
Legal Fees				0.00	2,500.00	-2,500.00
MLR Website Develop./Maint.				900.00	10,000.00	-9,100.00
Graphic Design				0.00	5,000.00	-5,000.00
Total Contract Services				1,876.12	21,500.00	-19,623.88
Office						
Office Supplies				240.52	600.00	-359.48
Postage				86.41	500.00	-413.59
Photocopying				0.00	250.00	-250.00
Printing				507.25	1,000.00	-492.75
Rent/Utilities				100.00	1,300.00	-1,200.00
Telecommunications				0.00	800.00	-800.00
Computer Hardware/Software				0.00	2,500.00	-2,500.00
Total Office				934.18	6,950.00	-6,015.82
Insurance						
D&O Insurance				832.00	1,000.00	-168.00
Liability Insurance				959.00	832.00	127.00
Worker's Compensation				1,157.75	8,000.00	-6,842.25
Total Insurance				2,948.75	9,832.00	-6,883.25
Payroll Expenses						
Salaries				0.00	112,500.00	-112,500.00
Benefits				0.00	10,125.00	-10,125.00
Payroll Taxes				0.00	9,000.00	-9,000.00
Total Payroll Expenses				0.00	131,625.00	-131,625.00

Mammoth Lakes Recreation
Budget vs. Actual
as of April 30, 2015

				Jul '14 - Apr 15	Budget	\$ Over Budget
			Travel Expenses	0.00	500.00	-500.00
			Contingency	0.00	28,593.00	-28,593.00
			Reserve	0.00	25,000.00	-25,000.00
			Total Expense	6,962.81	225,000.00	-218,037.19
			Net Ordinary Income	110,198.43	0.00	110,198.43
			Other Income/Expense			
			Other Income			
			Fundraising Campaigns	7,188.81		
			Total Other Income	7,188.81		
			Other Expense			
			Fundraising Allocations	7,188.81		
			Total Other Expense	7,188.81		
			Net Other Income	0.00		
			Net Income	110,198.43	0.00	110,198.43

Services Agreement Between
Mammoth Lakes Tourism
And
Mammoth Lakes Recreation

The agreement is entered into this _____ day of ~~October, 2014~~June 2015 between Mammoth Lakes Tourism and (referred to as MLT) and Mammoth Lakes Recreation (referred to as MLR).

PURPOSE:

The purpose of the agreement is to establish a services agreement with MLR for sharing of furniture, fixtures and other equipment within the MLT Administrative Office building at 2520 Main Street, Mammoth Lakes, California.

Now therefore, the parties hereto hereby agree as follows:

1. Agreement: This agreement shall commence on ~~November 1, 2014~~July 1, 2015 and continue to and include the termination date of June 30, ~~2015~~2017. Upon the termination date, MLT and MLR shall formally negotiate for an extension of this agreement or create, execute and sign a new agreement. Either party may terminate this agreement before the term expires by providing a written notice of intent to terminate at least 30 days prior to the date of termination.
2. Services: MLR shall pay directly to Mammoth Lakes Tourism the amount of \$150.00 per month as a service payment for the term of this agreement. The payment will include desk space, use of MLT furnishings and common areas, janitorial services, and utilities (including electrical, gas, water and telecommunications) for up to two staff members.
3. Payment will be billed directly by MLT and paid on a quarterly basis by MLR.
4. Office Equipment: MLR shall have access to the MLT copier for use by MLR staff. MLR will be charged \$.01 per black/white copy and \$.10 per color copy. MLR will be assigned a dedicated access code and will be billed quarterly for actual copier usage. MLR shall have access to the Mammoth Lakes Tourism postage machine and will be assigned a dedicated access code and billed quarterly for postage used.

GENERAL PROVISIONS:

This agreement is the entire understanding of the parties and there are not other terms or conditions, written or oral, controlling this matter.

This agreement shall be governed by the laws of the State of California. If any portion of this Agreement or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or if it is found in

contravention of any federal, state, or district statute, ordinance or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of the Agreement are severable.

This Agreement may be modified or amended, by the mutual written consent of the parties hereto.

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

Mammoth Lakes Tourism

Dated: _____

By:

Mammoth Lakes Recreation

Dated: _____

By: Danna Stroud, MLR Board President

Measure R Fund Balance		
Fund Balance 6/30/14	1,622,483	
Refunds/Rebates/Reimbursements	21,450	
Reserves		
Capital Reserve (Undesignated)	440,345	
Plan Your Parks	11,399	
MLTS Open Projects/Reserve	216,389	
	668,133	
Unassigned Fund Balance	975,800	
FY 14-15 Revenues		
Opening Fund Balance	1,643,933	
Received thru Feb 2015	652,763	
Estimate thru June 2015	476,237	
	2,772,933	
Awarded Open Projects		Full amount of award shown, actual expenditures may be less
MLTS	300,000	
MLR	200,000	
Single Audit	3,500	
Interim Funding Contract Mgt.	1,750	
Trails End/Whitmore Maintenance	51,000	
Multi Use Programming	10,000	
Trails End Turf	52,500	
Whitmore Concession Stand	16,000	
Plan Your Parks	11,399	
Volcom Skate Park	60,300	
	706,449	
Identified Reserves		
Capital Reserve (Res 14-03)	440,345	
MLTS Open Projects/Reserve	216,389	
Multi Use Fac. Programming	10,000	
Multi Use Fac. Roof Reserve	300,000	
Shane's Inspiration Reserve	500,000	
TOML Admin/Maintenance FY 15-16	42,500	
	1,509,234	
UNCOMMITTED FUND BALANCE	557,250	

**MAMMOTH LAKES RECREATION
EXECUTIVE DIRECTOR
EMPLOYMENT AGREEMENT**

Mammoth Lakes Recreation, a California 501(c)3 Non-Profit Mutual Benefit Corporation ("Employer"), located at Mammoth Lakes, California, and Rich Boccia ("Employee"), in consideration of the mutual promises herein, agree as follows:

I. TERM OF EMPLOYMENT

101. Specified Period. Employer employs Employee and Employee accepts employment with Employer for a period of two years commencing on July 1, 2015 and terminating at the close of business on June 30, 2017, except as otherwise specifically set forth in this Agreement.

102. Automatic Renewal. This Agreement shall be renewed automatically for a term of one year, Unless either party provides notice to the other of its intent to terminate this agreement not less than thirty (30) days prior to the end of the then current term.

103. "Employment Term" Defined. "Employment term" means the entire period of employment of Employee by Employer, whether for the periods specified above, or whether terminated earlier as otherwise provided in this Agreement or extended by mutual agreement of the parties.

II. DUTIES AND OBLIGATION OF EMPLOYEE

201. General Duties. Employee shall serve as the Executive Director of Employer. In that capacity, Employee shall perform all services, acts, or things necessary or advisable to manage and conduct the business of Employer, including the hiring and firing of employees, subject at all times to policies set by the Board of Directors of Mammoth Lakes Recreation ("the Board"), and to the consent of the Board where required by this Agreement or by subsequent resolution of the Board. Specified deliverables are defined in Exhibit A of this agreement. An annual performance review of the Employee will be conducted by the Employer based on established deliverables.

202. Matters Requiring Consent of Board of Directors or Other Officer.

(1) Employee shall not, without specific approval of the Board, purchase capital equipment or make other expenditures for amounts in excess of the amounts budgeted for expenditure by the Board

(2) All checks in excess of the dollar limit set by the board shall be signed by the Executive Director *and* by the Treasurer of the Board (or Chair or Secretary of the Board in the event the Treasurer is not available).

203. Devotion to Business of Employer.

(a) Employee shall devote his entire productive time, ability, and attention to the business of Employer during the term of this contract.

(b) Employee shall not engage in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the Board, However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this Agreement provided such activities do not materially interfere with the services

required under this Agreement; such activities shall not require the prior consent of the Board.

c) This Agreement shall not prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement. Employee shall not directly or indirectly acquire, hold, or retain any interest in any business similar in nature to the business of Employer.

204. **Uniqueness of Employee's Services.** Employee agrees that the services to be performed by Employee under the terms of this Agreement are of a special, unique, and intellectual character that gives them a peculiar value, the loss of which cannot be reasonably compensated in damages in an action at law. Employee therefore further agrees that Employer, in addition to any other rights or remedies available to Employer, shall be entitled to injunctive and other equitable relief to prevent or remedy a breach of this Agreement by Employee.

205. **Indemnification for Gross Negligence or Misconduct.** Employee shall indemnify and hold Employer harmless from all liability for loss, damage, or injury to persons or property caused by the negligence or misconduct of Employee.

206. **Trade Secrets.**

(a) The parties agree that during the term of this Agreement, Employee shall have access to financial, personnel, services and other information related to the business of Employer, and to programs, operational methodologies, plans and procedures that are owned by Employer and used in the operation of Employer's business. Such matters constitute Employer's "trade secrets."

(b) Employee agrees that he will not misuse or misappropriate any trade secrets, disclose them in any manner, directly or indirectly, to any other person, or use them in any manner except as may be required in the course of his employment with Employer.

(c) Employee agrees that all files, records, documents, drawings specifications, equipment software, and similar items, whether prepared by Employee or others during the course of Employer's business, are and shall remain at all times exclusively the property of Employer and shall not be removed from the premises (or, if kept on-line, from the computer systems) of Employer without the prior consent of the Board.

III. OBLIGATIONS OF EMPLOYER

301. **General Description.** Employer shall provide Employee with the compensation, incentives, benefits, and business expense reimbursement specified in this Agreement.

302. **Office and Staff.** Employer shall provide Employee with such equipment (including but not limited to office space and normal office equipment, a cellular telephone, and a lap-top computer or other computer(s) agreeable to the parties) and administrative support as is suitable for Employee's position and adequate for the performance of his duties.

303. **Indemnification of Losses of Employee.** Employer shall indemnify Employee for all necessary expenditures or losses incurred by Employee in direct consequence of the discharge of his duties under this Agreement.

IV. COMPENSATION AND OTHER BENEFITS OF EMPLOYEE

401. **Annual Compensation.** As compensation for his services under this Agreement, Employee

shall receive a salary of \$90,000 per year during the employment term, payable on the 5th and 20th of each month; provided, however, that the pay period may be set by the Board on a weekly, twice-monthly basis or monthly basis.

402. Severance Pay. If Employee is terminated by Employer without cause during the term of this Agreement, employee shall be entitled to severance pay, equaling two months of salary. The Board at its sole discretion may lengthen the compensation based upon evaluation of the cause of separation.

403. Health Benefits. Employer shall provide Employee with a monthly stipend of \$463.22 net to cover "health care into retirement" premium payment until MLR employee insurance package is developed. This stipend is for Employee coverage only – no dependents – and includes medical, dental and vision coverage.

404. Retirement Plan. Employee will work with Employer to develop a retirement plan for MLR employees.

405. Paid Time Off. Employee will be provided a bank of 25 days to be used for paid time off that includes vacation, holiday and personal time off. The bank of PTO begins July 1 of each contract year and is drawn down by end of each year. There is no carryover of PTO and no payout of unused PTO. Sick time is counted in the 25-day PTO bank.

406. Miscellaneous Benefits.

(a) Employer shall provide Employee with reimbursement for expenses incurred for Board approved travel/expenditures. Expense reports will be submitted for reimbursement. a vehicle suitable for the performance of his duties under this Agreement.

V. TERMINATION OF EMPLOYMENT

501. Termination by Employer for Cause.

(a) Employer reserves the right to terminate this Agreement if Employee willfully breaches or habitually neglects the duties which he is required to perform under the terms of this Agreement; or commits such acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude as would prevent or detract from the effective performance of his duties.

(b) Employer may at its option terminate this Agreement for the reasons stated in this section by giving written notice of termination to Employee without prejudice to any other remedy to which Employer may be entitled at law, in equity, or under this Agreement.

(c) Any notice of termination under this section shall specify the ground for the termination and shall be supported by a statement of relevant facts.

(d) Termination under this section shall be considered "for cause" for the purposes of this Agreement.

(e) Upon termination by Employer for cause, Employee shall be entitled only to compensation and benefits earned under this Agreement to the effective date of termination. Employee shall not be entitled to severance pay upon termination for cause, any other provisions of this Agreement notwithstanding, unless the Board determines that severance pay is warranted.

502. Termination by Employer without Cause.

(a) This Agreement shall be terminated for all purposes upon the death of Employee. If employee dies prior to the expiration of the term of his employment, any sums that may be due him from Employer under this Agreement shall be paid to his executors, administrators, heirs, personal representatives or successors, as is appropriate under the laws of the State of California.

(b) Employer reserves the right to terminate this Agreement if Employee suffers any physical or mental injury or disability that would prevent the performance of his duties under this Agreement. Such termination shall be effected by Employer's giving thirty (30) days written notice of termination to Employee. Termination under this subsection shall not prejudice Employee's right to compensation under this Agreement, nor shall it be considered to be "for cause" for the purposes of this Agreement.

503. Termination by Employee. Employee may terminate his duties and obligations under this Agreement by giving Employer no less than sixty (60) days written notice in advance. If employee terminates this Agreement, he shall be entitled only to compensation and benefits earned under this Agreement to the effective date of termination; he shall not be entitled to severance pay, any other provisions of this Agreement notwithstanding.

VI. GENERAL PROVISIONS

601. Notices. Notices given by either party to the other shall be in writing and shall be transmitted either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Notices mailed to Employee shall be sent to the address provided by Employee to Employer, such address to be continually up-dated so as to be accurate. Notices mailed to Employer shall be to its office mail address. Notices delivered personally shall be effective on the date of delivery; notices by mail shall be deemed effective five business days after the date of mailing.

602. Arbitration.

(a) Any controversy between Employer and Employee involving the construction of application of any of the terms, provisions or conditions of this Agreement shall on the written request of either party served on the other be submitted to arbitration. Arbitration shall comply with and be governed by the California Arbitration Act. This provision shall apply whether or not a court action has been filed by a party.

(b) Employer and Employee shall each appoint one person to hear and determine the dispute. If the two persons so appointed are unable to agree, then those persons shall select a third impartial arbitrator whose decision shall be final and conclusive on both parties.

603. Attorneys' Fees and Costs. If any action in law or equity is filed to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including discovery costs, in addition to any other relief to which that party may be entitled.

604. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in

writing, between the parties hereto with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the parties with respect to that employment. Each party acknowledges that no other representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or by anyone acting on behalf of either party, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

605. **Modifications.** This Agreement may be modified by a written modification executed by both parties hereto.

606. **Effect of Waiver.** The failure of either party to insist on strict compliance with the terms of this Agreement by the other party shall not be deemed a waiver of that term, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

607. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction, or by an arbitrator, to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

608. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action commenced under this Agreement shall be the Superior Court of the County of Mono.

609. Effective Date: This Agreement is executed on _____, at Mammoth Lakes, California, and is effective as of that date.

EMPLOYER

Mammoth Lakes
Recreation

EMPLOYEE

Rich Boccia

By:

Danna Stroud
President, Board of Directors

Mammoth Lakes Recreation - Executive Director
Exhibit "A"
Fiscal Year (FY 15-16) Deliverables

The following represents general priority and specific work products or deliverables required of the MLR Executive Director. Both parties (MLR and ED) recognize that other work may be undertaken to meet the requirements and needs of MLR based on a change in priorities due to emerging opportunities. The parties agree that this Exhibit A may be amended by mutual agreement to include additional deliverables. These deliverables will be used to evaluate the professional performance of the MLR Executive Director.

1. Maintain Mammoth Lakes Recreation as an operating California public benefit corporation with 501(c)(3) tax-exempt status which will enhance recreation in Mammoth Lakes.
2. Prepare and provide to the Town a MLR Strategy and prioritized list of primary amenities recommended to be supported with Measure R and U funds by December 2015.
3. Actively engage with the Mammoth Lakes Foundation, Cerro Coso Community College and other partners on the proposed development of a Performing Arts Center, representing the interests of MLR and the Town in determining recommendations for proceeding with developing said facility.
4. Actively engage with Mammoth Trails Committee and Trails Coordinator to deliver MLTS projects as defined in MLR/Town Agreement Exhibit B.
5. Leverage Measure R and U funds by drafting a business development plan for securing additional funding sources for projects and programs as defined in the MLR Strategy. This includes potential sponsorships and strategic alliances.
6. Research and identify a minimum of three (3) grant opportunities for leveraged funding of Measure R and U. Apply for a minimum of one (1) grant by December 2015.
7. Prepare and deliver a quarterly report to the Town Council that will include updates on contract deliverables, MLTS project implementation, and Strategy projects status.
8. Recruit and secure qualified candidates for October 2015 MLR Board seats as defined by MLR by-laws.
9. Recruit and hire MLR Executive Assistant and develop deliverables for this position.

10. Research and secure a health care benefit program for MLR that meets mandated Affordable Care Act and Board approval by December 2015.
11. Identify and engage with entities to develop partnerships as identified in MLR Strategy.
12. Create and operate a communication system intended to disseminate information about recreation opportunities to maximize community engagement with recreation opportunities.
13. Develop a communication and outreach plan for relevant town, county, state and federal agencies to ensure awareness and involvement with MLR goals and projects.
14. Identify and engage with emerging recreation trends and industry leaders to position Mammoth as a desirable destination for outdoor recreation experiences.
15. Represent MLR at community meetings and events.
16. Manage the operations and functions of the MLR Board with timely communication and meeting requirements.
17. Monitor the MLR/Town Agreement to ensure deliverable projects are met in timely manner.