



P.O. Box 8562 • 126 Old Mammoth Rd, Ste 107  
Mammoth Lakes, CA 93546

**MAMMOTH LAKES  
RECREATION**

(760) 660-4948  
mammothlakesrecreation.org

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**MAMMOTH LAKES RECREATION**  
**Board of Directors Special Meeting**  
Tuesday, June 30, 2020 | 7:00 pm  
Town of Mammoth Lakes Offices, Suite Z  
437 Old Mammoth Road, Mammoth Lakes, CA 93546  
[www.mammothlakesrecreation.org](http://www.mammothlakesrecreation.org)

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NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (760) 965-3602. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II)

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

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*NOTE: This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. It is strongly encouraged that you watch this meeting live through the online Granicus system here: [http://mammothlakes.granicus.com/ViewPublisher.php?view\\_id=4](http://mammothlakes.granicus.com/ViewPublisher.php?view_id=4) or on the local government cable channel 18. Public comments can be submitted to the Town's Assistant Clerk, Angela Plaisted at [aplaisted@townofmammothlakes.ca.gov](mailto:aplaisted@townofmammothlakes.ca.gov).*

### ROLL CALL

Board Members Bill Sauser, Eric Wasserman, Rhonda Duggan, Catherine Taft, Colin Fernie, Heather Schaubmayer, Secretary Tamara Bankson, Treasurer David Page, President Craig Albright

PUBLIC COMMENTS (On Items not on the Agenda)

### ADMINISTRATIVE ITEMS

1. Approve Interim Agreement for Services with Town of Mammoth Lakes. **(Attachment 1)**

### BOARD MEMBER UPDATES

### REQUEST FOR FUTURE AGENDA ITEMS

### ADJOURNMENT

To the next meeting of the Regular MLR Board Meeting on July 7, 2020 at 5:00PM which will be held in the Mammoth Lakes Town Council Chambers, Suite Z.

**Preamble for a cover memo:**

The work program provide in the Scope of services is designed to continue programs and services undertaken by MLR as directed by the Town. During this initial agreement the Town and MLR will continue to define specific services:

- a) Provide for ongoing public process, community support, fund leveraging, and legally-required third-party strategic recommendations for allocations of Measures R & U for special projects, outdoor recreation and trail system enhancement, and arts & culture programming.
- b) Enhanced ability to develop and improve the recreational based relationship with the Inyo National Forest and Mono County;
- c) Enhance the integration, development, and partnerships for recreational improvements in the Town that extend beyond core municipal recreational services; and
- d) Define opportunities to leverage public and private investment in the community's recreational offerings.

**2. RECITALS.****2.1 Contractor.**

Contractor desires to perform and assume responsibility for certain services pertaining to recreation, 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, that some or all of such funds are restricted in the uses to which they may be put, and that the expenditure of such funds by the Contractor is restricted in the same manner as if the Town was expending the funds.

**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 as follows:

1. Provide for the public process for the allocation of Measure U Funds for special projects and programming (arts and culture)
2. Provide for the public process for the allocation of Measure R Funds for special projects

3. Support the Mammoth Trails Committee as the primary body to review adjustments to approved trails budget as funded through Measure R and managed and implemented by the Town Trails Manager
4. Provide the ongoing capability to accept and track donations as a 501c3 non-profit to support specific project as requested by the Town Trails Manager or the Eastern Sierra Sustainable Recreation Coordinator (ESSRC).
5. Support transition of ESSRC position to Mono County to allow for expanded work capacity

3.1.2 **Term.** The initial term of this Agreement shall commence on July 1, 2020 and expire on September 30, 2020. Notwithstanding the foregoing, this Agreement may be terminated as provided herein. The Term of this agreement may be extended by mutual agreement subject to a restructuring of the Mammoth Lakes Recreation Board of Directors and location of offices.

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

3.3.1 **Compensation.** The Town will provide Contractor payment of \$11,833 per month for the interim period of three months, ending September 30, 2020, or until a new annual contract can be negotiated.

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. All unexpended Town funds provided to the Contractor will be returned to the Town. In the event MLR ceases to exist, all unexpended Town funds held by MLR will be returned to the Town and any equipment and/or materials purchased with such funds.

### **3.4 Governance**

3.4.1 **Brown Act.** For the duration of this Agreement, MLR as a contractor agrees to conduct all business specifically related to Measures R & U in adherence to the State of California's Ralph M. Brown Act and any other applicable provisions of law.