

**AGREEMENT TO TERMINATE THE AGREEMENT BETWEEN THE COUNTY OF
MONO, THE TOWN OF MAMMOTH LAKES, AND MAMMOTH LAKES
RECREATION REGARDING THE “EASTERN SIERRA SUSTAINABLE RECREATION
COORDINATOR” POSITION**

This Agreement is made and entered into by and between the County of Mono, a political subdivision of the State of California (the “County”); the Town of Mammoth Lakes, a California municipal corporation (the “Town”); and Mammoth Lakes Recreation, a California nonprofit benefit corporation (“MLR”), for the purpose of terminating the AGREEMENT BETWEEN THE COUNTY OF MONO, THE TOWN OF MAMMOTH LAKES, AND MAMMOTH LAKES RECREATION REGARDING THE “EASTERN SIERRA SUSTAINABLE RECREATION COORDINATOR” POSITION (the “Original Agreement”), as more fully described herein.

RECITALS

A. Hereinafter, the County, the Town, and MLR may be referred to individually as a “Party” and collectively as the “Parties”.

B. On or about September 15, 2018, the Parties entered into the Original Agreement that, among other things, established the Eastern Sierra Sustainable Recreation Coordinator (“Coordinator”) position as a full time position employed by MLR, described the scope of work and division of labor for the Coordinator position, and set forth the roles and responsibilities of the Parties with respect to providing administration and compensation for the Coordinator position. The Original Agreement is attached hereto as Exhibit 1 and incorporated herein by this reference.

C. Since the Parties’ execution of the Original Agreement, the Parties’ budgets and revenues have been affected by factors and conditions outside of any of their control, including but not limited to the global coronavirus pandemic which began to affect the Parties particularly in March 2020 and wildfires threatening the Eastern Sierra region generally and Mammoth Lakes area particularly which began in August 2020.

D. In light of the foregoing and the continuing and ongoing effects thereof, the Parties now wish to terminate the Original Agreement to eliminate the Coordinator position within MLR and allow the County and the Town to enter into a new, separate agreement for the administration and compensation of the Coordinator position.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, with reference to the above Recitals, and intending to be legally bound hereby, the Parties agree as follows:

1. Notwithstanding anything in the Original Agreement to the contrary, including but not limited to any provision of Paragraph 7 and Paragraph 18 of the Original Agreement, the Parties hereby terminate the Original Agreement effective as of the last date set forth below.

2. Promptly following the execution of this Agreement, pursuant to Paragraph 18 of the Original Agreement, MLR shall submit to the County and the Town an invoice or request for reimbursement for any and all work and purchases made by MLR pursuant to the Original Agreement that have not yet been paid for or reimbursed by the County or the Town. The County shall pay to MLR the costs of such reimbursement (if any) to the extent that such work and purchases were performed for the County’s goals and objectives as described in Paragraph 2 of the Original Agreement, and the Town shall pay to MLR the costs of such reimbursement (if any) to the extent such work and purchases were performed for the Town’s goals and objectives as described in Paragraph 2 of the Original Agreement.

3. Promptly following the execution of this Agreement, MLR shall refund to the County and the Town any remaining balance from payments made by the County and the Town pursuant to the Original Agreement. Any

refund(s) made by MLR shall be refunded to the County and the Town on a pro-rata basis with the County receiving two-fifths (2/5) and the Town receiving three-fifths (3/5) of any such MLR refund.

4. This Agreement may be executed in two (2) or more counterparts (including by electronic and facsimile transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE LAST DATE SET FORTH BELOW.

COUNTY OF MONO

TOWN OF MAMMOTH LAKES

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Mono County Counsel's Office

Mammoth Lakes Town Attorney

MAMMOTH LAKES RECREATION

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1

RESOLUTION NO. 18-62

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, APPROVING THE AGREEMENT BETWEEN THE COUNTY OF MONO, THE TOWN OF MAMMOTH LAKES, AND MAMMOTH LAKES RECREATION REGARDING THE “EASTERN SIERRA SUSTAINABLE RECREATION COORDINATOR” POSITION

WHEREAS, this Agreement is entered into by and between the Town of Mammoth Lakes (hereinafter the "Town"), the County of Mono (hereinafter the "County"), and Mammoth Lakes Recreation (hereinafter "MLR"). The Town, County, and MLR are collectively referred to in this Agreement as the "Parties" and individually as a "Party"; and

WHEREAS, both the Town's and the County's economies are largely supported by tourism and recreational revenues generated as a result of the region's spectacular national forests and other public lands; and

WHEREAS, decreased funding from federal sources to support the management of these public lands has negatively impacted recreational experiences for residents and visitors in the region, and will ultimately impact the health of the local economy and the quality of the physical environment; and

WHEREAS, there are opportunities for local agencies to collaborate with federal land management agencies such as the United States Forest Service (USFS) and the Bureau of Land Management (BLM) (collectively the "federal agencies") to better manage, enhance, and plan for public recreation assets and thereby mitigate the impacts of diminishing federal funding; and

WHEREAS, MLR's mission, purpose, and structure makes them a logical partner with the Town and County to operationalize an effort to pursue these opportunities; and

WHEREAS, the Parties each desire to work with the federal agencies to enhance recreational and visitor experiences, contribute to sound land management activities, and preserve and protect the quality of public lands in the region; and

WHEREAS, the Parties have limited resources to commit to such an effort, and in combining resources can accomplish more and have greater impact; and

WHEREAS, MLR, the Town, and County recognize the benefits of regional coordination and collaboration, particularly as it relates to the recreation economy and recreation assets of the Eastern Sierra.

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of Mammoth Lakes approves the agreement between the Town of Mammoth Lakes, County of Mono, and

EXHIBIT 1

I. TERMS AND CONDITIONS

1. ESTABLISHMENT OF POSITION

MLR has established the full-time position of "Eastern Sierra Sustainable Recreation Coordinator" (hereinafter the "Coordinator") within MLR's employment structure.

In consultation with the County and MLR, the Town shall conduct a recruitment to fill the position and shall schedule interviews. The interview panel shall be composed of at least one representative from each party. Upon agreement of the Parties, the desired candidate shall be selected and the same process shall be followed whenever a vacancy occurs in the position. The individual selected to serve as the Coordinator shall at all times be an employee of MLR, and MLR shall be solely responsible for the salary, benefits, payroll, administration, and all other employment matters related to the Coordinator, as further described in paragraph four, unless specifically provided otherwise in this Agreement.

2. SCOPE OF WORK AND DIVISION OF DUTIES

The Coordinator shall perform those duties set forth in the job description, attached hereto as Exhibit A and incorporated by this reference, or as same may be amended from time-to-time by mutual agreement of the Parties. The work of the Coordinator shall be devoted to County goals and objectives 2/5 of the time, and Town and MLR goals and objectives the remaining 3/5 of the time. The parties may have a mutual interest in certain goals and objectives, and it is understood that work on those mutual goals and objectives is considered part of the work devoted to each Party. MLR shall be responsible for ensuring the Coordinator's time is allocated appropriately and in accordance with this paragraph and for ensuring the Coordinator's work reflects the goals and objectives of each Party.

The Coordinator shall develop and annually revise a "List of Recreation Goals and Objectives" specific to each Party. Each Party's list of goals and objectives will be developed through a process identified by that Party. At least once per year, during the performance evaluation process, the designated agency representatives will meet to review the individual lists and establish overall goals and objectives that include achievable projects of mutual interest as well as those that may be specific to one Party. The Parties will review the allocation of time regularly, not less than twice per year.

3. TERM

The term of this Agreement shall be from September 19, 2018, to June 30, 2021 unless sooner terminated as provided below.

4. EMPLOYEE PAY AND BENEFITS

All pay and benefits for the Coordinator position including, but not limited to, salary, overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, travel, mileage or per diem costs, paid holidays or other paid leaves of absence of any type shall be the sole responsibility of MLR. The salary range for the Coordinator position shall be \$68,000 - \$83,300 annually. Benefits shall be those otherwise provided to employees of MLR. The position shall be at-will and structured by MLR as exempt from the payment of overtime pursuant to the Fair Labor Standards Act.

5. REIMBURSEMENT BY COUNTY AND TOWN

As consideration for the services and work to be provided by MLR to the County pursuant to this Agreement, the County shall reimburse MLR two-fifths of its total costs to employ the Coordinator as set forth in paragraph four, excluding travel, mileage, and per diem payments for work performed by the Coordinator at the request of and solely on behalf of the Town or MLR. The County shall reimburse MLR for any travel, mileage, or per diem costs incurred

EXHIBIT 1

by the Coordinator at the request of and solely on behalf of the County. Invoicing and payment shall be as described in paragraph seven below.

As consideration for the services and work to be provided by MLR to the Town pursuant to this Agreement, the Town shall reimburse MLR three-fifths of its total costs to employ the Coordinator as set forth in paragraph four, excluding travel, mileage, and per diem payments for work performed by the Coordinator at the request of and solely on behalf of the County or MLR. The Town shall reimburse MLR for any travel, mileage, or per diem costs incurred by the Coordinator at the request of and solely on behalf of the Town. Invoicing and payment shall be as described in paragraph seven below.

MLR shall not be entitled to, nor receive from County or Town, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered to County or Town under this Agreement.

The cost of any necessary software, tools, or other goods shall be determined by the Party requiring the use of such software, tools, or other goods and shall be considered part of the total cost. The costs of associated legal review, or the cost of extra labor or equipment use are above and beyond the scope of this agreement and shall be considered separately by the Parties.

For the 2018-19 fiscal year, the County has budgetary authority to commit \$50,000 and the Town has budgetary authority to commit \$20,000 out of its General Fund and an additional \$70,000 out of Measure U funds for the purposes of funding the Coordinator position.

6. EVALUATION AND SALARY INCREASES

Once per year that this Agreement is in effect, representatives of the Parties shall conduct an annual performance evaluation to evaluate the costs associated with the Coordinator position, and to evaluate the performance of the individual filling the position. As a part of this evaluation, the Town and the County shall evaluate the establishment of and the progress in achieving each Party's List of Recreation Goals and Objectives and determine whether those benefits are commensurate with the reimbursement provisions of this Agreement. If it is determined that the benefits are not commensurate with those provisions, then the Parties shall either modify the allocation of time/services of the Coordinator or, through amendment to this Agreement, modify the reimbursement provisions provided in paragraph five.

The County, Town, and MLR may mutually agree to adjust the salary or other benefits for the Coordinator based upon the results of the annual performance evaluation. Annual merit increases of up to five percent (5%) may be awarded and the annual salary is not to exceed the maximum amount established in the salary range. Any salary or other increase shall be subject to written approval by all Parties. The Coordinator shall not be entitled to increases as other MLR employees, unless agreed upon by the Parties.

7. NO ADDITIONAL CONSIDERATION/FUNDING LIMITATION

The ability of the Town and County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified from one or more sources, the Town and County have the option to terminate, reduce, or modify this Agreement, or any of its terms, upon 15 days of notifying MLR of the termination, reduction, or modification of available funding. In the event available funding to only one Party fails, is reduced, or is modified, that Party may, upon 15 days written notice to the other Parties, withdraw from this Agreement. In such event, a remaining Party may terminate or modify this Agreement.

In the event the Parties, either individually or jointly, obtain additional funding for work projects related to this position (e.g., grants), that Party or Parties shall be entitled to retain an administrative fee as eligible under the conditions of the funding. Sources of additional funding shall be obtained with consideration for the joint objectives and priorities established for the position by the Parties. Any additional funding obtained by Town or County shall be used to offset

EXHIBIT 1

the cost committed by that individual Party. Any additional funding obtained by MLR shall be used to offset the costs committed by both the Town and County in the proportions described in paragraph five.

8. BILLING AND PAYMENT

On or about the close of each Fiscal Quarter (April 1, July 1, October 1, and January 1) MLR shall prepare an invoice request for reimbursement and submit it to the Town and the County. The Town and County shall reimburse MLR within 30 days of receipt of the request.

9. WORK SCHEDULE

As set forth in this Agreement, the Coordinator will spend, on an annual average, two out of five workdays per week performing duties directly relating to the County's List of Recreation Goals and Objectives and three out of five days performing duties directly relating to the Town's and MLR's List of Recreation Goals and Objectives. The assignment of workdays shall be mutually agreed upon by the designated representatives of the Parties, as identified in paragraph 22, or their designee. For auditing purposes, MLR shall keep a record of the work program and funding sources for specific projects and assignments.

10. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The Coordinator's default premise shall be the responsibility of MLR. Each Party shall provide such office space, supplies, equipment, vehicles, reference materials, and support services, as are necessary for the successful delivery of the work directed by that Party pursuant to this Agreement. IT support and other equipment such as a laptop and telephone shall be the responsibility of MLR and shall be considered part of the total cost of the position. MLR shall be responsible for planning the work of the Coordinator so that office space, supplies, equipment, vehicles, and other tools are utilized in the most efficient manner.

11. PRODUCTS OF WORK AND SERVICES

Any work products generated (including but not limited to proprietary compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, agreements, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind), that are the result, product, or manifestation of services provided solely to the County under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Similarly, any work products generated pursuant to this Agreement, including but not limited to those described above, that are the result, product, or manifestation of services provided solely to the Town under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Town. To the extent work products are created as a result of work undertaken at the behest of, or for the benefit of, both the County and the Town, such work products are and shall remain the property of both the County and the Town and each of the County and the Town may make such use of the work products as they desire.

12. STATUS OF TOWN AND COUNTY

All acts of MLR, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as agents, officers, or employees of Town or County. MLR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in Town or County, except as expressly provided by law or set forth in Exhibit A. No agent, officer, or employee of MLR is to be considered an employee of Town or County. It is understood by both MLR, Town, and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture.

EXHIBIT 1

MLR shall determine the method, details, and means of performing the work and services to be provided to the County and the Town under this Agreement. MLR shall be responsible to County and Town only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subject to County's or Town's control with respect to the physical action or activities of MLR in fulfillment of this Agreement.

13. MUTUAL INDEMNIFICATION

The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the Town and MLR, their officers, agents, and employees from and against any liabilities, damages, and costs (including reasonable attorneys' fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent or willful acts, errors, and omissions of the County, its employees, or officers.

The Town agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County and MLR, their officers, agents, and employees, from any liabilities, damages and costs (including reasonable attorneys' fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent or willful acts, errors, or omissions of the Town, its employees, or agents.

MLR agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County and Town, their officers, agents, and employees, from any liabilities, damages and costs (including reasonable attorneys' fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent or willful acts, errors, or omissions of MLR, its employees, or agents.

14. INSURANCE

- A. MLR shall procure and maintain, during the entire term of this Agreement or, if work services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager and Town Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Coordinator.

Workers' Compensation. MLR shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than one million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County and Town as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County and Town for all work performed by Coordinator.

General Liability. A policy of Comprehensive General Liability Insurance, which covers all the work and services to be performed by Coordinator under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death), and personal and advertising injury. Such policy shall provide limits of not less than one million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability. Each respective agency shall be responsible for providing 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 and shall be in an amount of not less than \$1,000,000.00 combined limit for each occurrence for work assigned by and carried out on behalf of that agency.

- B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Coordinator under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and

EXHIBIT 1

have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this Agreement, MLR shall provide County and Town: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers, and employees made on ISO form CG 20 10 11 85 and applying to the Town of Mammoth Lakes, its agents, officers, and employees, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County and Town.

- C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County and Town. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County and Town, their officials, officers, employees, and volunteers; or MLR shall provide evidence satisfactory to County and Town guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as additional insured and to Town as additional insured.

15. RECORDS AND AUDIT

MLR shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, County, municipal, ordinances, regulations, and directions. MLR shall maintain these records for a minimum of four years from the termination or completion of this Agreement. MLR may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

Any authorized representative of the County or Town shall have access to any books, documents, papers, records, including, but not limited to, financial records of MLR, created by MLR in order to carry out this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by MLR. Further, the County and Town have the right, at reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this agreement.

16. NONDISCRIMINATION

During the performance of this Agreement, MLR, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. MLR and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations. County and Town shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

17. TERMINATION

Any Party may terminate this Agreement, with cause, upon 30 days written notice of such intent to terminate. Upon any such termination, MLR shall be reimbursed for any and all work and purchases made pursuant to this Agreement and not yet reimbursed, and/or shall refund the County and Town on a pro-rata basis any remaining balance from payments made by the County and Town.

18. ASSIGNMENT

This is an Agreement for the personal services of MLR. The Town and County have relied upon the skills, knowledge, experience, and training of MLR and its employees as an inducement to enter into this Agreement. MLR shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the Town and County.

EXHIBIT 1

Further, MLR shall not assign any moneys due or to become due under this Agreement without the prior written consent of the Town and County.

19. CONFIDENTIALITY

The Parties to this Agreement agree to comply with various provisions of the federal, state, County and Town laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by the parties during the term of this Agreement, shall be privileged, restricted, or confidential. The Parties to this Agreement agree to keep confidential, all such privileged, restricted, or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by either Party to this Agreement only with the express written consent of the other Party to this Agreement unless disclosure is required by applicable law, including but not limited to, the California Public Records Act, as determined in the discretion of counsel representing the Party(ies) to which the record pertains.

20. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, County, or Town 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 this Agreement are severable.

21. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Venue for any action to interpret or enforce this Agreement shall be in Mono County.

22. NOTICE AND PARTY REPRESENTATIVES

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any Party during the term of this Agreement, which the County or the Town shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective Parties' representatives as follows:

County of Mono:
County Administrative Officer
P.O. Box 696
Bridgeport, CA 93517

Town of Mammoth Lakes:
Town Manager
PO Box 1609
Mammoth Lakes, CA 93546

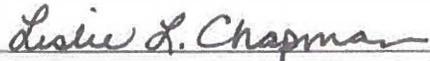
Mammoth Lakes Recreation:
Executive Director
PO Box 8562
Mammoth Lakes, CA 93546

EXHIBIT 1

23. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the Parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto. The Parties have been represented by legal counsel in the drafting of this Agreement, or have knowingly waived their right to such representation. Accordingly, the provisions of this Agreement shall not be construed for or against any Party by virtue of the identity of its drafter. This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the Parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____



County of Mono



Mammoth Lakes Recreation



Town of Mammoth Lakes

EXHIBIT 1

EXHIBIT A

Position Description

EXHIBIT 1



MAMMOTH LAKES RECREATION

EASTERN SIERRA SUSTAINABLE RECREATION COORDINATOR

Salary Range: (\$68,000 - \$83,300)

Exempt, At-Will

INTRODUCTION

The position is an employee of Mammoth Lakes Recreation (MLR) but by contract between MLR, Mono County, and the Town of Mammoth Lakes, will also provide services on behalf of MLR to the County and the Town, as described below. While much of the work provided by this position will provide benefit to the region generally, specific projects or tasks may be assigned solely by MLR, the County, or the Town for the respective benefit of each. It is expected the position will spend an average of 2/5 of their time engaged in projects and work requested by the County and an average of 3/5 of their time engaged in projects requested by MLR and/or the Town. These ratios may also be satisfied through time spent on projects and work requested by all entities.

DEFINITION

To coordinate engagement efforts between Mammoth Lakes Recreation, the Town of Mammoth Lakes, Mono County, and Federal Land Management Agencies (Inyo National Forest, Humboldt-Toiyabe National Forest, and Bureau of Land Management), and other agencies on short, medium, and long-term planning and implementation efforts involving public lands. To facilitate, expedite, and enable efficient and productive working relationships between federal, state, county, municipal, and other non-agency partners.

SUPERVISION RECEIVED AND EXERCISED

Position reports directly to and receives general supervision from the Mammoth Lakes Recreation Executive Director or designee. Specific Mono-County work assignments to be directed and coordinated by the Mono County Administrative Officer, or designee and specific Town of Mammoth Lakes work assignments to be directed and coordinated by the Town Manager, or designee. Satisfactory work performance will be based in part on feedback from the County and the Town to MLR regarding the position's work performance.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include, but are not limited to:

General

- Work with MLR, Town, County, USFS, and BLM staff, and elected officials (as appropriate) to identify areas of need related to land management and recreation.

EXHIBIT 1



MAMMOTH LAKES RECREATION

- Coordinate inter-agency land management and recreation programs and projects with consideration for multiple agencies and partner's needs; identify and process agreements necessary for the coordination of such projects and programs.
- Facilitate the application, issuance, renewal, and updating of agreements, contracts, and special use permits including but not limited to, infrastructure permits; road permits; multi-use pathway permits; film and media permits; and other related infrastructure permits.
- Represent MLR, the Town of Mammoth Lakes, Mono County, USFS, and other partners at various public events and meetings related to trails and recreation; facilitate public outreach efforts; make public presentations as necessary.
- Participate in detailed trail planning, design, and construction.
- Assist with the management of third party environmental analysis where appropriate.
- Identify and pursue funding opportunities on behalf of all partners.

Mono County

- Develop, coordinate, and facilitate the implementation of recreational priorities and long-term regional recreation strategies and initiatives for Mono County.
- Organize available labor resources such as volunteers and inmate workforces to assist with identified recreational priorities.
- Identify and pursue grant opportunities for related projects and programs.
- Compile existing work from Mono County's Community Development Department on wayfinding; coordinate and contribute to the regional wayfinding system.
- Coordinate available recreation resources, facility conditions, and projects with the marketing efforts of the Mono County Economic Development Department.
- Develop relevant interpretive materials and programs.

QUALIFICATIONS

Knowledge of:

- USFS special uses permitting processes and procedures.
- Working knowledge and experience with contemporary technology such as GIS, GPS, and various other related software applications.
- Processes and procedures involved in trail planning, design, and construction.
- Complex recreation programs including but not limited to developed recreation; campgrounds, day-use sites; visitor information; dispersed recreation; OHV/OSV; trails; wilderness; ski areas; media and film permitting processes.
- Environmental review processes including NEPA and CEQA and other pertinent federal, state, and local laws, regulations, and policies.

EXHIBIT 1



MAMMOTH LAKES RECREATION

- Principles of project management, planning, and implementation.
- Principles of grant writing and tracking.
- Occupational hazards and standard safety precautions.

Ability to:

- Understand and carry out oral and written directions in accordance with established timelines.
- Work independently in the absence of supervision.
- React with good judgment in emergency situations.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Travel between various work sites within the Eastern Sierra.
- Perform fieldwork requiring hiking over steep and rough terrain, OHV activities, and winter fieldwork including backcountry activities and OSV.

Experience and Training:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three years of increasingly responsible experience in the facilitation and implementation of recreational infrastructure projects and programs is required. Experience working with federal agencies in the development and management of land-use permits is preferable.

Education

A Bachelor's degree from an accredited college or university with major coursework in Planning, Geography, Land-Use Management, or a related field is required.

Licenses:

Must have (or receive within state required time frame) a valid State of California Class C Driver's License with an acceptable driving record and pass an appropriate background check prior to the hire date.

TOOLS AND EQUIPMENT USED

Use of standard office equipment including a personal computer, phone, copy and fax machine, and various graphic design tools. Use of a motor vehicle and a variety of hand tools used in trail construction

EXHIBIT 1



MAMMOTH LAKES RECREATION

and maintenance. Occasional use of power equipment and small pieces of motorized equipment may be used for related trail work.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to talk, hear, sit, stand, use hands to finger, handle, feel and operate objects, tools and controls, and reach with hands and arms. The employee must frequently lift and/or move up to 40 pounds and occasionally lift and/or move up to 75 pounds. Ability to spend extended periods of time hiking in various terrain is required. Hand-eye coordination is necessary to operate computers, various pieces of office equipment, and trail maintenance and construction tools. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. Ability to work at altitude in an outdoor setting is required.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed both within an office setting and outside in various weather conditions, which may include extreme cold, windy, wet, and wintery conditions. The employee is occasionally exposed to wet and/or humid conditions or airborne particles including dust and pollen and similar particulates. Employee will frequently be exposed to risks associated with rugged topography and adverse weather conditions. The noise level in the work environment is usually quiet in the office to loud in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EXHIBIT 1

BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517

Shannon Kendall
760-932-5533
skendall@mono.ca.gov
Clerk of the Board

**REGULAR MEETING of
September 18, 2018**

Helen Nunn
760-932-5534
hunn@mono.ca.gov
Assistant Clerk of the Board

**MINUTE ORDER
M18-201
Agenda Item #5b**

TO: CAO

**SUBJECT: Eastern Sierra Sustainable Recreation Coordinator
Agreement between Mono County, the Town of
Mammoth Lakes, and Mammoth Lakes Recreation**

Approve County entry into proposed agreement, and authorize CAO to execute said Agreement on behalf of Mono County.

Corless moved; Peters seconded

Vote: 5 yes; 0 no

M18-201