

**TOWN OF MAMMOTH LAKES AMENDED AND RESTATED
SERVICES AGREEMENT FOR TRAILS COORDINATION SERVICES
BETWEEN THE TOWN OF MAMMOTH LAKES AND THE MAMMOTH
LAKES TRAILS AND PUBLIC ACCESS FOUNDATION FOR
MAMMOTH LAKES TRAIL SYSTEM AND RELATED SERVICES**

1. PARTIES AND DATE.

This Amended and Restated Services Agreement (“Agreement”) is made and entered into this 1st day of July, 2022, 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 260, Mammoth Lakes, California, 93546 ("Town") and the MLTPA 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."

The Parties entered into that certain Services Agreement for Mammoth Lakes Trail System and Related Services effective as of July 1, 2019 (“2019 Agreement”). This Agreement amends, restates and replaces in its entirety the 2019 Agreement, and extends the term of the 2019 Agreement for one year pursuant to Section 3.1.3 of the 2019 Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for certain services pertaining to the Mammoth Lakes Trail System and related recreational amenities, 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 Town, including a work program for the Mammoth Lakes Trail System which is reviewed and updated each year as part of the fiscal year budget process which is recommended by the Mammoth Trails Committee (“MTC”). The Work Program for the Mammoth Lakes Trail System is managed by the Town with oversight provided by the MTC and MLR. The Mammoth Lakes Trail System work program for FY22-23 includes work that is completed through contracted services. Requested Services from the Contractor will be in accordance with the work program as outlined in Exhibit A, or as may be amended by the Town Council.

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 Exhibit "A" attached hereto and incorporated herein by reference ("Services"), when and as specific Services are requested by Town. Contractor acknowledges that Exhibit A lists possible Services but that nothing herein guarantees Contractor any minimum amount of work or compensation. 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 July 1, 2022 and expire on June 30, 2023. Notwithstanding the foregoing, this Agreement may be terminated as provided herein.

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 not be deemed employees of Town by reason of performing such Services, and shall at all times be under Contractor's exclusive direction and control. Nothing herein shall be deemed to prohibit employees of Town from separately also being employees of Contractor, subject to Section 3.5.20 below. 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 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 regarding this Agreement from any person representing the Town other than the Town Manager or Town Council, or the

Town Manager's designee.

3.2.3 Contractor's Representative. Contractor hereby designates the Mammoth Lakes Trails and Public Access Foundation's Vice President Silver Chesak 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"). Notwithstanding the foregoing, under no circumstances shall any member of Contractor's board who is also a member of the Town Council serve as Contractor's Representative, nor shall any such person communicate with the Town or any Town employee regarding amendments or extensions to this Agreement or regarding additions to the scope of work or compensation due to Contractor under this Agreement. Notwithstanding the foregoing, a member of the Contractor's board who is a member of the Town Council may communicate with Town staff regarding scheduling and logistics of work to be performed by Contractor hereunder but shall not provide direction to Town staff regarding any work program provided under this Agreement. Contractor's Representative shall have full authority to represent and act on behalf of the Contractor only for all purposes under this Agreement.

3.2.4 Coordination of Services. Contractor agrees to work closely with the Town, and as directed by the Town with Mammoth Lakes Recreation (MLR) staff and MLR's Mammoth Trails Committee (MTC) in the performance of Services as provided for in Exhibit A of this Agreement.

3.2.5 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 subcontractor assigned to specific tasks.

3.2.6 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.

3.2.7 Insurance:

3.2.7.1 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.

3.2.7.2 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. 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.

3.2.7.3 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. 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: Contractor shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, agents, employees and volunteers.

3.2.7.4 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.

3.2.7.5 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.

3.2.7.6 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.

3.2.7.7 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.

3.2.7.8 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.

3.2.7.9 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.

3.2.7.10 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 3.2.7.1 of this Agreement.

3.2.8 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 B. Notwithstanding any provision hereof to the contrary, the total compensation provided to Contractor hereunder with regard to the Mammoth Lakes Trail System and related services shall not exceed One Hundred and Sixty Thousand Dollars (\$160,000) without an amendment to this Agreement approved by Town Council, excluding any compensation agreed to and paid to Contractor for Extra Work pursuant to Section 3.3.3 below.

3.3.2 Reimbursement for Expenses. The compensation provided for in this Agreement, including any additional compensation paid for Extra Work pursuant to Section 3.3.3 below, constitutes the total compensation to be provided to Contractor. Contractor shall only be granted additional reimbursement for any expenses as specifically allowed by additional grant funded programs as provided for in the scope of services.

3.3.3 Extra Work. At any time during the term of this Agreement, Town may request that Contractor perform Extra Work as agreed upon between the parties in exchange for additional compensation to be agreed upon between the parties. Such compensation shall be in addition to, and shall not be subject to, the annual not-to-exceed amount specified in Section 3.3.1

above and in Exhibit A hereto. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of an agreed upon task, service or project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

3.3.4 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 The California Labor Code regarding payment of prevailing wages for "public works" projects in excess of \$1,000 (including without limitation Section 1720 et seq); (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 in the case of a breach of this Agreement by Town which remains uncured for 30 days following written 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 the Town terminates this Agreement 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 prior to termination 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 Vice President

Town: Town of Mammoth Lakes
P.O. Box 1609
437 Old Mammoth Rd., Suite 230
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 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”), including any copyrights, designs, and other intellectual property of Contractor embodied therein.

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, provided that Contractor shall identify and describe such Documents & Data in writing to Town prior to retaining any subcontractor which will produce Documents & Data or purchasing Documents & Data from a third party. Following receipt of such notice, Town may direct Contractor not to retain the subcontractor or purchase such Documents & Data. 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.

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. Notwithstanding the foregoing, nothing in this Agreement shall be construed to grant to Town an exclusive license in any copyright or other intellectual property of Contractor or to prohibit Contractor from using, reusing or disclosing such intellectual property (including any intellectual property embodied in any Documents & Data or used in performing Contractor's obligations under this Agreement) for purposes outside of this Agreement. Further, 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 or subject to this Section 3.5.3.2.

3.5.3.3 Reserved.

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. Notwithstanding the foregoing, an action by Contractor to obtain compensation due to Contractor under this Agreement shall not be construed as an action for money damages.

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. Notwithstanding any other provision of this Agreement, including Section 3.5.15 below, Contractor's obligations under this Section 3.5.8 shall extend to Contractor only and shall not extend to Contractor's officials, officers, directors, employees, volunteers or agents except to the extent (if any) otherwise required by applicable law.

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 (each a "Town Indemnified Party" and together the "Town Indemnified Parties") 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, including any such claims related to injury to property or persons, including wrongful death, against any Town Indemnified Party in any manner arising out of, pertaining to, or incident to any alleged negligent 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 (each a "Claim" and together the "Claims"). Contractor's obligations under this Section 3.5.8.1 include, without limitation, the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses awarded against, or incurred by, a Town Indemnified Party as a result of a Claim.

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 that may be brought or instituted against a Town Indemnified Party. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against a Town Indemnified Party as part of any Claim. Contractor shall also reimburse Town for the cost of any settlement paid by Town to resolve any Claim, provided that the settlement has been approved in writing by Contractor in advance of such settlement. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees, incurred in connection with such Claim. Contractor shall reimburse the Town Indemnified Parties for any and all legal expenses and costs incurred by each of them in connection with 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 Indemnified Parties.

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 under this Agreement.

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, in a way that would violate any applicable law or regulation, including without limitation Government Code Section 1090 et seq, the Political Reform Act (Government Code Section 81000 et seq), or any related regulations adopted to

interpret or enforce the Political Reform Act. Notwithstanding the foregoing, this Section 3.5.20 does not prohibit a member, officer or employee of Town from serving as an officer, director or volunteer of Contractor without compensation.

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; Electronic Delivery. This Agreement, and any modifications or amendments thereto or waiver or consent provided hereunder, may be executed in any number of counterparts (if applicable), each of shall constitute an original, and each of which may be delivered electronically, via electronic mail, facsimile or by other means. Any signature delivered by such means shall have the same legal effect as 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

**MAMMOTH LAKES TRAILS AND
PUBLIC ACCESS**

By: _____
Daniel C. Holler
Town Manager

By: _____
Print: _____
Board Vice-President

By: _____
Print: _____
Board Officer

Attest:

By: _____
Jamie Gray, Town Clerk

Approved as to Form:

By: _____
Andrew Morris, Town Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Services – Mammoth Lakes Trail System.

The Scope of Services for this agreement pertaining to the Mammoth Lakes Trail System shall consist of individual projects that the Town’s Representative requests in writing that Contractor perform. Such projects are anticipated to have been budgeted and recommended for by MLR’s “Mammoth Trails Committee” (MTC) as selected from a list of projects that have been approved and funded by the Mammoth Lakes Town Council, provided that the Town may decide to deviate from the MTC’s recommendations and/or change the scope and compensation for any requested work.

The Scope of Services for the Contractor is based on the adopted work program as follows:

Work Program – Services	Budget Estimate
Communications, Community Meetings	\$ 7,000.00
Maps & Wayfinding	\$ 21,000.00
Website Management, Content Development Operations and Maintenance	\$ 13,000.00
GIS and Data Support	\$ 25,000.00
Standards Manual Update	\$ 1,000.00
Update and management of Image Library	\$ 2,000.00
Trial Days	\$ 5,000.00
Project Planning support (SRIC, SHARP, WBR, LABSS)	\$ 18,000.00
Program Development (Adopt A Trail, Trail Corps)	\$ 0
General Coordination and Management Support	\$ 33,000.00
Contingency Services (15%)	\$
Total	\$ 125,000.00

The cost per service area is estimated and may be modified by the Town's Trails Manager with the overall scope, provided the total cost does not exceed \$160,000.

Each assignment to be undertaken by the Contractor will be initiated by the Town's Trails Manager. To the extent that the Town requests Contractor to perform services not listed above, Town shall be responsible for securing funding prior to requesting such work.

Contractor shall continue to provide MLTS Website Management services through this Agreement consistent with best practices as established by the Town and Contractor in agreements starting in April 23 of 2013, using protocols documented in the "MLTS Website Handbook", and consistent with interagency partner agreements held by the Town. The project will be initiated through the "Project Initiation" process as employed by the Mammoth Trails Committee and documented in the Town Council's adopted "Trails Coordination Program"

EXHIBIT “A”
MLTS Website Operations and Maintenance
“MLTS Website Scope of Work”
Updated April 1, 2022

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 Widen**
 - b. Position: **Webmaster**
 - c. Email nicolewiden@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: **Nate Greenberg**
 - b. Position: **Mono County IT Director**
 - c. Email Address ngreenberg@mono.ca.gov
 - d. Telephone Contact **(760) 937-1209**

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 Widen**
 - b. Position: **Webmaster**
 - c. Email nicolewiden@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: **Joel Rathje**
 - b. Position: **Trails Manager**
 - c. Email Address: jrathje@townofmammothlakes.ca.gov
 - d. Telephone Contact: **(760) 914-1769**

“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 Widen**
 - b. Position: **Webmaster**
 - c. Email nicolewiden@mltpa.org
 - d. Telephone Contact: **760-709-0694**

2. Town of Mammoth Lakes Trails Manager Representative:
 - a. Name: **Joel Rathje**
 - b. Position: **Trails Manager**
 - c. Email Address: jrathje@townofmammothlakes.ca.gov
 - d. Telephone Contact: **(760) 914-1769**

3. Inyo National Forest representative
 - a. Name: **(to be assigned by the District Ranger)**
 - b. Position: **(to be assigned)**
 - c. Email Address **(to be assigned)**
 - d. Telephone Contact **(to be assigned)**

4. Mammoth Lakes Recreation Representative:
 - a. Name: **Kim Anaclerio**
 - b. Position: **Program Director – Mammoth Lakes Recreation**
 - c. Email Address kim@mammothlakesrecreation.org
 - d. Telephone Contact: N/A

5. Mammoth Lakes Tourism representative
 - a. Name: **Ryan Wright**
 - b. Position: **Director of Marketing**
 - c. Email Address: bwright@visitmammoth.com
 - d. Telephone Contact: **760 934 2712 ext 1215**

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

WEB HOSTING: Consultant shall supervise, manage and be reimbursed for web-hosting services for the MLTS Website through AWS – Amazon Web Services (<https://aws.amazon.com>). Should the Town desire to make changes to the webhosting services provided by AWS, 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 desired web hosting services; Consultant compensation would be considered as "Extra Work" per section 3.3.4 to this agreement.

1. Technical Point of Contact for Web Hosting Services - MLTS Webmaster (Consultant)
 - a. Name: **Nicole Widen**
 - b. Position: **Webmaster**
 - c. Email nicolewiden@mltpa.org
 - d. Telephone Contact: **760-709-0694**

WEBSITE DOMAIN: The Town shall provide the domain (mammothtrails.org) for the MLTS Website through the registrar GoDaddy. The Town shall manage and renew the domain name through the life of this agreement. Should the Town desire to make changes to the registrar, or move the domain to an alternative provider, the Town will review alternative solutions with Consultant and allow 60 days advance notice of a proposed change to the registrar. Should “Extra Work” be required of Consultant due to a change in registrar; either a change of providers or through the failure of the Town to maintain its agreement with GoDaddy, Consultant compensation would be considered as "Extra Work" per section 3.3.4 to this agreement.

1. Mono County Technical Representative
 - a. Name: **Kirk Hartstrom**
 - b. Position: **Mono County IT Communications Manager**
 - c. Email: kdhartstrom@mono.ca.gov

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: ngreenberg@mono.ca.gov
- d. Telephone Contact: **760-924-1819**

SERVER ADMINISTRATION SERVICES: The Consultant shall provide server administration services for the website hosted on AWS – including routine maintenance of the server, restarting of web services, server scaling, backups and restores, and OS patch updates.

1. Town's Technical Point of Contact for Server Administration Services

- a. Name: **Nicole Widen**
- b. Position: **Webmaster**
- c. Email Address: NicoleWiden@mltpa.org
- d. Mobile Phone: **760-709-0694**

PHOTO GALLERY HOSTING FOR THE WEBSITE: Consultant shall supervise, manage and be reimbursed for the hosting of photographic images for the MLTS Website through Cincopa (www.cincopa.com). The Consultant shall SUPERVISE, MANAGE AND BE REIMBURSED FOR photo gallery hosting services with Cincopa through the life of this agreement. Should the Town desire to make changes to the photo gallery hosting services provided by Cincopa, 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 desired photo gallery hosting services by the town; 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: **Nicole Widen**
- b. Position: **Webmaster**
- c. Email Address: NicoleWiden@mltpa.org
- d. Telephone Contact: **760-709-0694**

MLTS WEBSITE EMAIL ACCOUNTS: Consultant shall, supervise, manage and be reimbursed for 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: **Nicole Widen**
 - b. Position: **Webmaster**
 - c. Email Address: **nicolewiden@mltpa.org**
 - d. Telephone Contact: **760-709-0694**

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; Cloudflare; New Relic; Twitter; Facebook.

1. Town's Point of Contact for Non-Fee Accounts (if desired)
 - a. Name: **Nicole Widen**
 - b. Position: **Webmaster**
 - c. Email Address: **NicoleWiden@mltpa.org**
 - d. Telephone Contact: **760-709-0694**

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 "B"
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. Payment by the Town will be made within thirty (30) days of Town 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. All services are to be invoiced on a time and materials basis in an amount not to exceed the project budget as identified for each assigned task unless approved by the Town.

Contractor compensation will be based on the following pay schedule for Contractor positions.



MLTPA Billable Rate Sheet
For Fiscal Year 2022/2023

<i>Position</i>	<i>Billable Rate</i>
GIS Manager	\$72.00
Webmaster	\$72.00
Graphics Coordinator	\$72.00
Project Management Specialist	\$72.00
Operations Manager	\$67.00
Natural Resources Manager	\$67.00
Digital Assets Manager	\$67.00
Project Specialist	\$67.00
Funding + Communications Specialist	\$67.00
Data Technician	\$52.00
Host Lead	\$41.00
Host	\$37.00

NOTE:

- **MLTPA staff positions are not annual salaried positions. Hours and assigned tasks are at the discretion of the Town of Mammoth Lakes.**