

**Mammoth Lakes Foundation
Executive Committee Meeting
Tuesday, September 25, 2018 @ 4pm
Mammoth Lakes Foundation Library
100 College Parkway, Mammoth Lakes, California 93546**

www.mammothlakesfoundation.org

(4pm) Call the Meeting to Order – Board Chair Gary Myers

(4:01pm) Executive Committee Member

| | | |
|-------------------------|--------------------------|--------------------------------|
| Gary McCoy - President | Gary Myers – Board Chair | Shields Richardson - Secretary |
| Luan Mendel - Treasurer | | Evan Russell – MLF CEO |

(4:32am) Administrative Items

1. Approve any additions to the Agenda
2. Approve the minutes of the MLF Special Executive Committee Meeting dated 09.04.18 (Attachment #1)
3. (45 minutes) The Development Director will engage the Executive Committee in a short workshop which will be led by Capital Campaign Coach Andrea Kihlsedt via zoom technology. (Attachment #2)
4. (5 minutes) Review and consider approving the joint parking license agreement between Mammoth Lakes Foundation, the Southern Mono Healthcare District and the Kern Community College District. (Attachment #3 & #4)
5. (10 minutes) Review and consider approving new governance members to the MLF Board of Directors and the creation of an Advisory Board of Directors to support the Mammoth Arts & Culture Center Performing Arts Theater. (Attachment #5 & #6)
6. (10 minutes) Review the draft Management Findings from the Pine, Pedroncelli & Aguilar, Inc. Audit (Attachment #7 & #8))
7. (20 minutes) Review and consider approving the Mammoth Lakes Foundation Investment Policy Statement (Attachment #9 & #10)
8. (10 minutes) Review and consider approving the license agreement between LF and Starbucks Corporation for the Exhibition of Dave McCoy photos and quotes in the next Mammoth Lakes Starbucks store. (Attachment #11 & #12)
9. (10 minutes) Review and consider approving an Agreement for Loan of Property for Museum Purposes of the McCoy collection of memorabilia. (Attachment #13)
10. Old Business
 - Review of FY18-19 Calendar of Events (Attachment #14)
 - October 1st @ 10am – MLF Team presents to the TOML Advisory Design Panel
 - October 3rd @ 10am – MACC PAT Update
 - October 3rd @ 6pm – MACC PAT Update to the Town Council
 - October 27 @ 8:30am – MLF Board of Directors Meeting
 - November 3 @ 5:30pm – Friends of the Foundation Dinner @ Jimmy’s Taverna
 - November 14 thru 16 – Capital Campaign Workshop - TBD
11. New Business

(6:15pm) Adjournment

To the next meeting of the MLF Foundation Board of Directors meeting scheduled for Saturday, October 27th at 8:30am in the MLF Library.

MLF fulfills the vision of Dave McCoy to support higher education and cultural enrichment in the Eastern Sierra

**Mammoth Lakes Foundation
Special Executive Committee Meeting Minutes
Tuesday, September 4, 2018 @ 4pm
Mammoth Lakes Foundation Library
100 College Parkway, Mammoth Lakes, California 93546**

www.mammothlakesfoundation.org

(4pm) Board Chair Gary Myers called the meeting to order at 4pm. In attendance were Luan Mendel, Evan Russell with excused absences from Gary McCoy and Shields Richardson.

Disabled Sports Eastern Sierra were represented by Brent Truax, Kathy Copeland, Laura Beardsley, Kenyon Sandvigen, and Bruce Woodward.

(4:32am) Administrative Items

1. Approve any additions to the Agenda
 - There were no additions to the agenda.
2. Review and consider taking action to approve the lot split which will create a separate parcel within the zone for the stand alone development of the NWWC and to support an amendment of the zoning code to include physical wellness and rehabilitation in addition to the current zoning for all Institutional Public (IP) zoning in the Town of Mammoth Lakes.
 - DSES Project Manager Kenyon Sandvigen provided a short introduction about the project to the members in the attendance with his comments attached for the record.
 - Luan Mendel motioned to approve the lot split and the zoning amendment in support of the DSES NWWC, seconded by Evan Russell. The motion was passed 4 to 0 with Gary Myers adding Gary McCoy's proxy vote.
3. Old Business
 - Review of FY18-19 Calendar of Events
 - The following dates were highlighted:
 - 09.25.18 MLF Exec Com Meeting @ 4pm
 - 10.03.18 MLF Board & Potential Advisory Board Member MACC PAT Update in Edison Theatre @ 10am
 - 10.27.18 Tentative Date scheduled for MLF Board Meeting
 - 11.03.18 Friends of the Foundation Dinner
4. New Business
 - There was no new business.

The meeting was adjourned at 4:45pm with the next meeting of the MLF Executive Committee meeting scheduled for Tuesday, September 25, 2018 @ 4pm in the MLF Library.

Respectfully,



Rich Boccia; MLF Executive Director

MLF fulfills the vision of Dave McCoy to support higher education and cultural enrichment in the Eastern Sierra

In 2012 Kathy Copeland verbalized her idea to build a National Wounded Warrior Center in Mammoth Lakes. Surrounded by the beauty of the Eastern Sierra the purpose-built facility has the potential to be the premier wellness and rehabilitation center for disabled veterans in the United States.

The center will support wounded and injured service men and women through their transition into the workforce and civilian life. Mammoth Lakes with its exceptional healthcare, access to higher education, growing demand for a reliable workforce and a strong supportive community is the ideal location for our service men and women to thrive. The center users will be motivated to take introduction classes at Cerro Coso Community College and participate in programs and services provided by DSES. The Veterans Administration has financial programs to assist our troops with the costs of higher education and wellness and rehabilitation programs.

The community of Mammoth Lakes has embraced the program at the NWWC and many local agencies and businesses have offered internships for the Wounded Warriors staying at the center, including Mammoth Police Department and Mammoth Lakes Fire Department.

The NWWC set at the base of the Sherwin Mountains will provide overnight accommodations in an alpine lodge atmosphere for disabled service men and women seeking the healing power of the natural surroundings. The center, designed by local architect Bruce Woodward, will consist of 33 resident rooms, a manager's apartment, dining hall, resident lounge, exercise facility, meeting rooms, and a commercial kitchen capable of functioning as a culinary training facility. The facility will also include underground parking for 60 vehicles and outdoor recreation and seating areas connecting residents with the surrounding beauty. The design specific facility will accommodate caretakers and family members to join disabled veterans during their stay.

The NWWC is proposed to be built on two acres of land currently owned by The Mammoth Lakes Foundation adjacent to South Gateway Student Apartments. This parcel is within walking distance to Cerro Coso College, Mammoth Hospital, public transportation, and town services. The gentle sloping topography of the parcel allows the building to blend into the landscape and minimize view obstruction to surrounding properties.

Since receiving the original letter of intent from MLF supporting the project in 2014, DSES has been hard at work fulfilling the vision of bringing The NWWC to Mammoth. To date DSES has raised \$6.3M toward the development of the NWWC and received commitment for services from firms specializing in structural engineering, general contracting, construction management, and interior design. We are currently soliciting in-kind donations from lumber, electrical, and plumbing manufacturers and suppliers to support the project. The NWWC capital campaign has set a goal of \$12M by the end of 2019 and the shovels in the ground goal of \$16M by spring of 2020.

Over the last few months DSES, MLF, and The Town of Mammoth Lakes have been working together to lay out the next steps to move the project forward. For discussion at tonight's meeting are the lot split which will create a separate parcel of land for the development of The NWWC and the Zoning Amendment allowing the development of health and wellness facilities in the Public quasi-public zoning districts. In tonight's meeting agenda the key points to both processes are outlined for your review. With the approval to move forward with the lot split, zoning amendment and land use agreement DSES looks forward to recognizing MLF as their largest project supporter to date.

**Mammoth Lakes Foundation
Executive Committee
Information Item / Workshop**

Executive Committee Meeting Date: September 25, 2018

Date Prepared: September 18, 2018

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: Capital Campaign Workshop

Strategy #3: Project Funding, Debt Service and Operating Reserves

Background Information:

The Mammoth Lakes Foundation Executive Committee has taken action to implement a capital campaign to support the design, construction and the operations of the Mammoth Lakes Arts & Cultural Center Performing Arts Theater.

MLF Has contracted with Andrea Kihlstedt, the author of “Capital Campaigns – Strategies That Work – Third Edition” to provide coaching services to the Foundation focused on the creation of a successful capital campaign. We realize that members of our Board have a variety of experiences with capital campaigns and the goal of the workshop is to provide the MLF Executive Committee with a deeper understanding of the campaign components and their role in the campaign.

Ms. Kihlstedt has already engaged with the Capital Campaign Core Committee and the Capital Campaign Steering Committee over this past month.

Core Committee

The Core Committee is a small group of 4 to 6 people who move the campaign planning forward. It will grow and change throughout the campaign, but will always play an important behind the scenes role in determining the shape and the direction of the campaign. As we begin the planning process for the campaign the following people have been identified as the core members of this committee:

- Luan Mendel; MLF Board Treasurer
- Evan Russell; MLF Chief Executive Officer
- Rich Boccia; MLF Executive Director
- Shira Dubrovner; MLF Artistic Director
- Betsy Truax; Development Director

The Capital Campaign Steering Committee

The Steering Committee is the chief fundraising body for the campaign. This group will be actively engaged in developing and implementing the strategy to cultivate and solicit prospects. The membership includes:

- Luan Mendel
- Jo Bacon
- Sheryl Saari
- Diane Eagle
- Dr. Jennifer Walker
- Christl Clark
- Shira Dubrovner

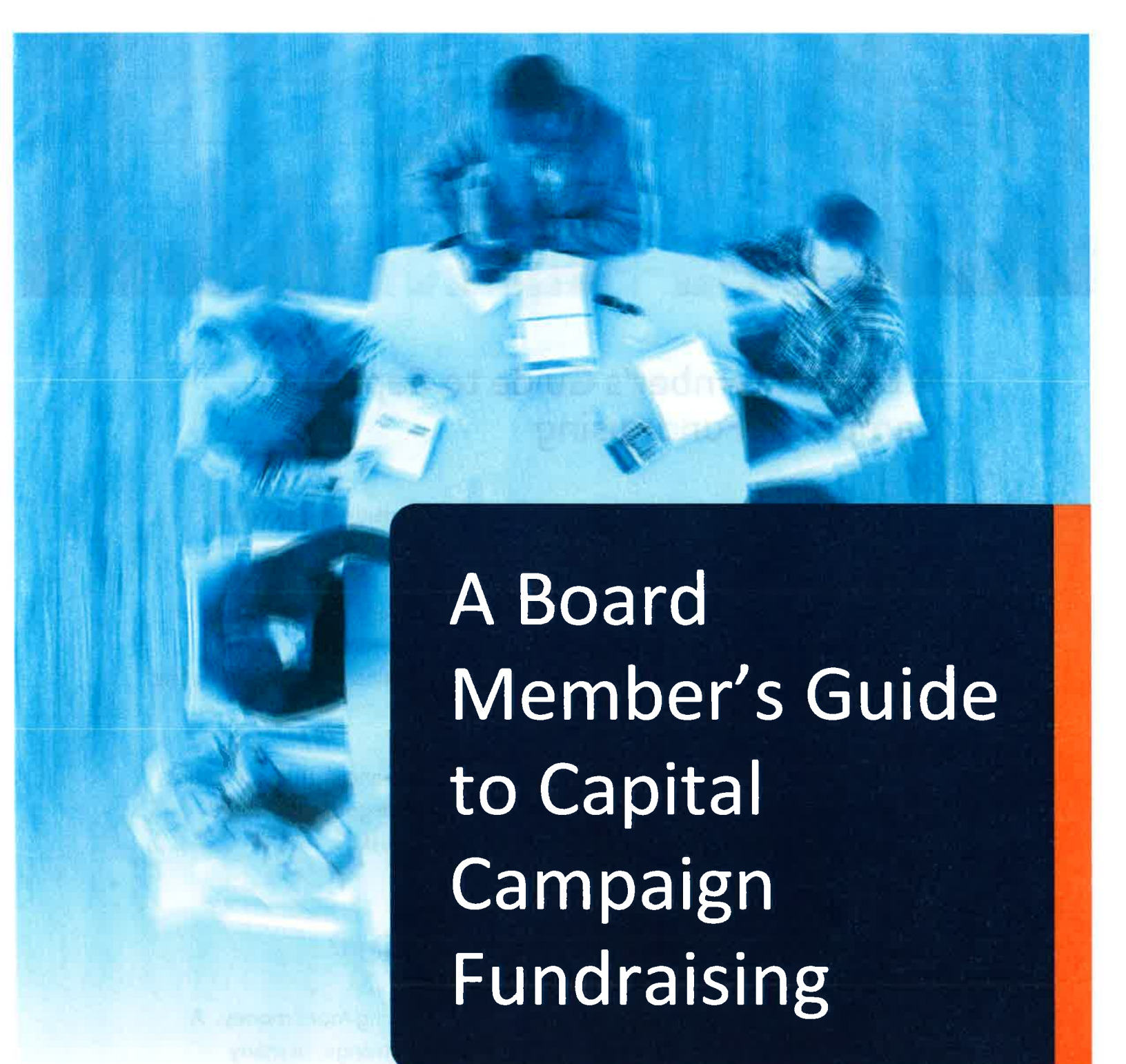
Ms. Kihlstedt will be working with us via zoom from New York City.

You will also find a copy of the Capital Campaign Masters Prepare for Success “A Board Member’s Guide to Capital Campaign Fundraising” for your review that we will reference in this workshop.

Funds Available: Yes

Account Number: 40390

Mammoth Lakes Foundations fulfills the vision of Dave McCoy to support higher education and cultural enrichment in the Eastern Sierra



A Board Member's Guide to Capital Campaign Fundraising

by Andrea Kihlstedt

with Paula Peter and
Christopher Lytle



Capital
Campaign
Masters

PREPARE *for* SUCCESS

EC 09-25-18



A Board Member's Guide to Capital Campaign Fundraising

If you're on the board of an organization that's considering a capital campaign, there are some things you need to know.

As a board member, you will play an important role in deciding whether or not to undertake this game-changing form of fundraising. Your understanding, judgment and wisdom will be a critical part of shaping the future for your organization.

This guide will help you understand your own role, and that of the entire board, during a capital campaign. It will answer the questions board members most frequently ask, or wish they could ask.

What are the Benefits of a Capital Campaign?

Successful campaigns do far more than simply raising more money. A successful campaign will leave your organization stronger in many important ways.

- ✓ **Money:** You will raise 5 or 10 or even 20 times the amount of money you raise annually for special impact and growth.
- ✓ **Brand:** A campaign will boost your organization's visibility and strengthen people's awareness of what you do.

- ✓ **Leadership:** You will build and strengthen relationships with many people in positions of influence who may become board members in the future.
- ✓ **Major donors:** You will identify and engage more major donors who are likely to give to your organization for years to come.
- ✓ **Internal strength:** Your campaign will unify and strengthen your organization's operating and systems.
 - You will become a powerful and effective team
 - You will clarify and strengthen your internal and external messages
 - You will build more effective management and development systems
 - You will refocus your mission and programs
- ✓ **Capacity:** Your organization's capacity will rise to a new and sustainable level.
- ✓ **Annual giving:** And yes, your annual giving will increase after the campaign.

Where will the Money Come From?

Gifts to capital campaigns can come from individuals, corporations and foundations. Often, the greatest number of gifts come from individuals. Sometimes these gifts are made out of private, community or family foundations on which the donors sit on the board. Some gifts come through Donor Advised Funds. And others come from charitable foundations established by corporations or businesses.

But make no mistake... the gifts that will be given to your campaign will come from people or organizations with a specific interest in and connection to your cause. They will not come from hitherto unknown people or organizations.

Will Board Members Have to Ask for Gifts?

While not every board member will have to ask for large gifts, every board member should be committed enough to make a strong case for the campaign.

Board members can help with the campaign in many ways, of which asking for gifts is one. Every board member should be willing to help with the campaign fully in a way that best suits their talents, time and connections.

How Much will the Campaign Cost?

Capital campaigns are dollar-for-dollar the most cost-effective way of raising money. Assuming that adequate systems and staffing exist for major gift work, your campaign is likely to cost approximately 10 percent of your campaign goal. For campaigns smaller than \$3,000,000, or when big-ticket investments such as data base systems or major gift staff are required, the campaign budget may be between 15 and 20 percent.

These campaign costs are calculated over a three year period and include the cost of consultants, materials, campaign events, donor relations, placing, campaign staff and more. Review our campaign budget worksheet for more information:

→ LEARN MORE ABOUT CAMPAIGN BUDGETS

Remember, you can include your campaign expenses in your campaign goal. But you will have to approve the expenditure of up-front expenses to cover the costs of the campaign before you're actually raising money through the campaign.

Will We Need a Feasibility Study?

Feasibility studies are a valuable part of the campaign process. They test your plan with your largest donors, making sure that your goals are attainable. And they build confidence in the board and among the philanthropic leaders of your community.

That said, a feasibility study done before you are ready is likely to yield disappointing results and prove a waste of time and money.

A feasibility study tests a specific set of campaign objectives and a dollar goal with your key donors and organizational and community leaders.

DO NOT undertake a feasibility study until:

- ✓ Your entire board is fully informed and committed to your campaign.
- ✓ You have a clear plan for what you want to do and how much it is going to cost.
- ✓ You have identified and engaged the people and institutions who are likely to make the largest gifts to your campaign.

→ LEARN MORE ABOUT FEASIBILITY STUDIES

Will We Need a Capital Campaign Consultant?

When you select a consultant to do your feasibility study, you should anticipate continuing on with that firm throughout your campaign.

Very few organizations have staff and volunteers who have deep experience in capital campaign fundraising. An experienced capital campaign consultant can guide you through your campaign so that you avoid the common pitfalls and take advantage of the full potential of this remarkable form of fundraising.

If your organization embarks on a capital campaign, you will want to do everything possible to make sure it is a great success. A good, experienced consultant will help you do that.

How Much of the Campaign Goal will the Board Have to Give?

There is no set amount that your board must give to your campaign. For organizations with board members who have been selected because of their giving capacity, the board might give 50% or more of the campaign goal.

But an organization with a board that includes members of varying means, that percent will be smaller. A community based campaign with board members who have been recruited because of their involvement in the program rather than their capacity to give may give a smaller portion of the campaign goal.

No matter what the composition of your board, a capital campaign is a time when every board member must stretch to make the largest and most generous gift possible.

Generous gifts from every board member set the tone for the entire campaign. A board that is fully committed to the campaign in every way

inspires confidence among staff and other donors, paving the way to success.

We recommend that you involve the entire board in setting the appropriate collective board giving goal.

→ LEARN MORE ABOUT YOUR BOARD GIVING GOAL

Does Every Board Member Have to Give?

Yes, every board member should make a financial contribution to the campaign that is personally significant. Their campaign gift should be over and above the standard recurring gifts they make to your organization.

Every board member should have a one-on-one conversation with your campaign chair about their contribution and their role in the campaign.

We do not recommend setting a minimum level for board member campaign contributions. Instead, rely on a thoughtful and serious process of determining with each board member the gift that is best for them.

A capital campaign is also not the time for “give and get.” Most board members who do not have the ability to give a large gift do not have the ability to get large gifts. Instead, call on every board member to make a gift that fully expresses their commitment to the campaign within the context of their means.

How Will the Campaign Affect Our Board?

It's quite common for some board members to resign their seats as a campaign is taking shape. If these are the people on your board who aren't very involved or effective, this is a good side effect. Those empty seats will give you an opportunity to recruit new strong, committed and powerful people at an exciting and important time in the life of your organization.

The campaign will galvanize your board. Board members will become excited and energized as they see the possibilities. Some board members will step forward into important campaign leadership roles. Others will become active and involved in ways they haven't before.

What Roles Will Our Board Play in the Campaign?

Your board plays many important roles in the capital campaign.

To start, you are responsible for determining and approving the campaign objectives – that is, the things you will raise money for through your campaign. In most organizations, these objectives grow out of a strategic planning process that the board will both participate in and approve.

Your board may have to approve the expenditure of some early funds to cover the costs of your campaign planning and the campaign costs that will be required before you start to raise money.

Your board will also approve the creation of campaign planning and steering committees to oversee the campaign. These committees will include some board members but will also include others who are not board members. These are ad hoc committees created specifically for the campaign.

The campaign steering committee will conduct a great deal of the campaign work, but the campaign plan and major recommendations will be approved by the board.

As a governing board, you will:

1. Accept the feasibility study recommendations presented by your campaign consultant.
2. Review and accept the campaign plan and policies.
3. Receive regular reports on campaign progress from the staff and the campaign leadership.
4. Approve any significant changes in the goal and plan during the campaign.

How Will Individual Board Members Be Involved in the Campaign?

In addition to making a personally significant gift to the campaign, every board member will be expected to attend campaign events including donor cultivation events, campaign kick offs and celebrations, and other community events related to the campaign.

Board members may also help in other ways that best fit their abilities and situation. They might help with identifying and engaging potential donors, reviewing and commenting on campaign materials, soliciting gifts, thanking donors and supporting and encouraging staff members.

How Long Will the Campaign Take?

It's easy to get confused about how long a campaign will take because various aspects of your campaign have different timelines.

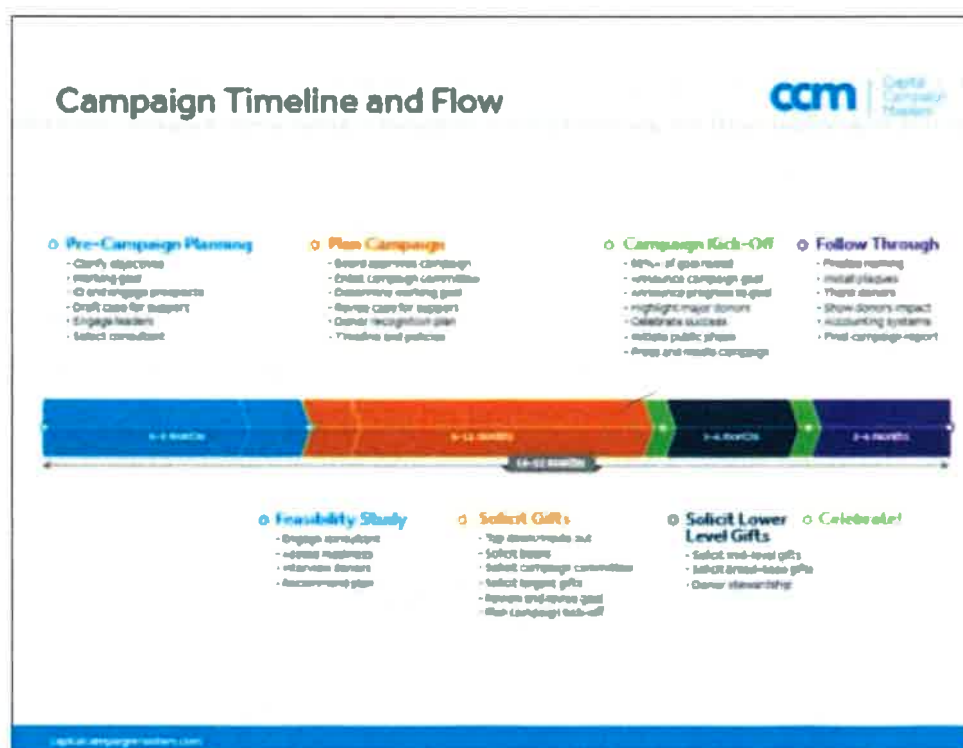
For a community based campaign, you are safe to think that your campaign will take three years, from start to finish. But, it will take longer to collect the pledges.

Campaign planning often takes as long as 4 to 6 months or even longer. Soliciting your largest gifts during what's called the "quiet phase" of your campaign can take anywhere between 12 and 18 months. Then, the "public phase," when you solicit gifts more broadly and through many channels will be shorter and more targeted, perhaps a total of 3 to 6 months.

No campaign is complete, however, without a follow-up and reporting period.

You can find a graphic illustration of a campaign timeline here:

→ **CAMPAIGN TIMELINE INFOGRAPHIC**



EC 09-25-18

How Can We Evaluate Our Chances of Success?

The success of your campaign depends in large part on four primary elements.

1. A compelling reason to have a campaign.

If your campaign increases your organization's ability to help more people or carry out your mission more fully, you have a chance of success.

But, if you're trying to raise money for things that won't make much of a difference to the community you serve, it will be harder to have a successful campaign. Repaying your organization's debts or celebrating anniversaries or creating an undesignated pot of money for the future are notoriously difficult causes to raise money for.

Answer this question: How excited are you about the things your campaign is going to raise money for? Will it make a difference in moving your mission forward?

If your answer is **no**, beware!

2. Engaged donors with capacity to make large gifts.

Capital campaigns rely extensively on the generosity, capacity and commitment of people who can make large gifts. These donors most often have a connection to your organization before you begin a campaign.

Answer this question: Do you have donors who already know about and support your organization who have the capacity to give large gifts to your campaign?

If your answer is **no**, beware!

3. Capable leadership and a good reputation.

Capital campaigns require that donors are confident in your ability to raise the money and then to successfully complete the project you have raised the money for.

Answer this question: Does your organization have strong and stable leadership? Does it have a good reputation in your community?

If your answer is **no**, beware!

4. A committed board.

While the board will not have to carry the full burden of the campaign, every board member must be fully committed to its success. Their enthusiasm and energy and steady guidance will set the tone for the entire campaign.

Answer this question: Is your board fully on-board, or are they lukewarm about this project?

If they are lukewarm, beware!

5. Adequate Resources to Support the Campaign.

Capital campaigns require staff and systems to run a well-organized campaign. Without effective staff and systems, you not only risk staff burnout and a failed campaign, but also the possibility of damaging relationships with your most important financial partners.

Answer this question: Does your organization have development staff and systems necessary to conduct a major fundraising campaign?

If your answer is **no**, beware!

What Other Expertise Will We Need for the Campaign?

Capital campaigns often set the stage for needing more help from experts. If yours is a building project, you will need people who know how to manage a construction project.

With many multi-year pledges and restricted gifts to specific items coming in and donors to keep track of, you may need greater expertise in your accounting department.

You will probably need additional support for the development office. It's unrealistic to assume that your already busy development staff can simply tuck a multi-million campaign into their jobs without additional help.

What are the Conditions that Make Campaigns Fail?

Here are some things to watch out for:

- ✓ Your plans haven't been well thought through.
- ✓ The campaign goal isn't based on realistic figures.
- ✓ The campaign is being driven by one person without buy-in from others.
- ✓ You have absolutely no history of major gift fundraising.
- ✓ Your director is afraid of fundraising and won't ask for gifts.

Where Should We Start?

Capital Campaign Masters offers a **FREE** Assessment and Strategy Session to qualifying organizations. You must have an annual budget of at least \$500,000 and have been in business for at least five years.

→ APPLY NOW: FREE ASSESSMENT & STRATEGY SESSION

If you qualify, fill out this brief application and we'll be in touch to schedule a call with one of our coaches. You'll have a chance to discuss your situation with an experienced capital campaign expert. You'll become clear about how best to proceed, given the specifics of your situation. You'll also have an opportunity to ask any questions that remain.

If, at the conclusion of your call, we believe that our pre-campaign coaching would be helpful to you, we will describe it to you in greater detail.

A quick note about our services:

We do not provide capital campaign consulting for your clients. Rather, we help organizations from the time they start thinking about a campaign until the time they hire a consultant.



PREPARE *for* SUCCESS

EC 09-25-18

**Mammoth Lakes Foundation
Executive Committee
Agenda Action Sheet**

Executive Committee Meeting Date: September 25, 2018

Date Prepared: September 19, 2018

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: MLF/SMHD/KCCD Parking License Agreement 10.01.18 – 09.30.23

Strategy #6: South Gateway Planning and Land Uses

Recommended Motion:

It is recommended that the Executive Committee review and consider approving the joint parking license agreement between Mammoth Lakes Foundation, the Southern Mono Healthcare District and the Kern Community College District. (Attachment #4))

Background Information:

Mammoth Lakes Foundation (MLF) entered into a Parking License Agreement with the Kern Community College District (KCCD) on June 1, 2013. This was a five year agreement that expired on May 31, 2018.

An amendment to extend the license agreement was agreed to and approved by MLF and the KCCD on May 23, 2018 through September 30, 2018. This extension was required due to the pending partnership agreement between MLF and the Southern Mono Healthcare District (SMHD) that would require SMHD to enter into the parking license agreement as a third party. (Attachment #3)

The partnership deal between MLF and the SMHD was approved and closed on June 30, 2018. The legal counsels for both MLF and the SMHD have worked through a document that appears to meet the needs of the three entities at this point in time, KCCD, MLF and KCCD. This joint parking license is contingent upon the approval of all three entities.

It should be noted that with the opening of the MACC Performing Arts Theater in the latter part of 2021 that this parking license will need to be modified due to the Town of Mammoth Lakes shared parking requirements. Legal counsel is recommending that we move forward with approving this extension at this time as a short term solution.

Funds Available: NA

Account Number: NA

KERN COMMUNITY COLLEGE DISTRICT
2100 Chester Avenue
Bakersfield, CA 93301

AMENDMENT #2 TO LICENSE AGREEMENT STUDENT PARKING

Reference is made to the License Agreement/Student Parking ("Agreement") effective June 1, 2013 through May 31, 2018 between the Kern Community College District on behalf of Cerro Coso Community College ("District") and Mammoth Lakes Foundation ("Licensee") related to the use of District property for the purpose of Licensee tenant parking.

The parties agree to amend the Agreement as follows:

1. Extension of Term/Termination of agreement: This agreement shall be effective until September 30, 2018;

Except as specifically set forth above, all other terms and conditions of the Agreement shall remain in full force and effect and may only be modified in a writing duly executed by the parties.

ACCEPTED AND AGREED:

Kern Community College District, on behalf of Cerro Coso Community College

By: Deborah A. Martin 5/24/18
Deborah A Martin, Chief Financial Officer Date

Mammoth Lakes Foundation

By: Rich Boccia 05 23 18
Rich Boccia, Executive Director Date

LICENSE AGREEMENT

(~~Student~~ Parking)

This License Agreement ("Agreement") is entered into between the Kern Community College District, a political subdivision of the State of California ("District"), ~~and Mammoth Lakes Foundation, a California non-profit public benefit corporation ("MLF"), and Southern Mono Healthcare District ("SMHD").~~ (MLF and SMHD are collectively "Licensee").

RECITALS

This Agreement is based on the following facts and understandings of the parties:

District owns real property adjacent to its Eastern Sierra College Center Mammoth Campus, which is also adjacent to ~~MLF~~Licensee's principal place of business, more particularly referenced in the attached maps in Exhibit A (the "Property"), which is incorporated by reference in this Agreement. SMHD is a co-owner with MLF of the residential housing building and property adjacent to District's property.

TERMS

Based on the Recitals and in consideration of the mutual promises and covenants exchanged in this Agreement, District and Licensee agree as follows:

1. TERM. Subject to earlier termination as provided in this Agreement, District licenses the Property to Licensee on a non-exclusive basis for a period of five years commencing on ~~June 1, 2013, and ending May 31, 2018~~October 1, 2018, and ending September 30, 2023.

2. USE OF PROPERTY. Licensee shall use the Property for ~~student parking~~ by individuals who meet the Town of Mammoth Lakes zoning definition of institutional public employee housing. Licensee shall not sue the Property for any other purpose without the advance written consent of District.

3. MAINTENANCE AND REPAIRS. Licensee shall, at its own cost and expense during the term of this License, maintain the Property in good order and operation, and make all routine repairs and replacements that may become necessary to the Property and parking areas that are part of the Property. Any and all repairs and replacements required by this section shall be promptly made by Licensee and shall be of such quality and workmanship as will not cause depreciation in the value of the Property.

4. COMPENSATION. During the term of this Agreement, in exchange for the license granted hereunder, Licensee will, at its sole cost and expense, provide snow removal on and around the District's parking lot, walkways, fire road and facilities located

at its Eastern Sierra Center – Mammoth Campus when the snow reaches a depth of six inches (6”).

5. COMPLIANCE WITH LAWS. The Property shall not be used or permitted by Licensee to be sued in violation of any law, ordinance, or regulation. Licensee shall maintain the property in compliance with all laws, ordinances, rules, and regulations, including all environmental laws and applications, applicable to the Property enacted or promulgated by any public or governmental authority or agency having jurisdiction over the Property.

6. INDEMNIFICATION. Licensee shall hold harmless, indemnify, and defend District, its officers, trustees, agents, and employees from and against any and all liability, claims, loss damages, penalties, fines and expenses, including attorneys’ fees and costs, arising from the death or injury of any person, including any person who is an employee or agent of Licensee, or from damage to or destruction of the Property, caused by (1) any cause as a result of Licensee’s occupancy while the person or property is in or on the Property or in any way connected with the Property or with any improvements or personal property on the Property; (2) some condition of the Property or some building or improvement on the Property as a result of Licensee’s occupancy; (3) some negligent or other wrongful act or omission on the Property on the part of Licensee or any person in, on, or about the Property with the permission and consent of Licensee; or (4) any matter connected with Licensee’s occupation and use of the Property, including, but not limited to, a release of threatened release of hazardous materials, substances or wastes, or other violation of federal, state or local environmental laws or regulations by Licensee, its agents, officers, employees, invitees or assigns.

In the event that any action or proceeding is brought against District by reason of any claim or demand discussed in this section, upon notice from District, Licensee shall defend the action or proceeding at Licensee’s expense through counsel reasonably satisfactory to District. The obligations to indemnify set forth in this section shall include reasonable attorney’s fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made. Licensee’s obligation under this section shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused by any negligent or other wrongful act or omission, or by the willful misconduct, of District, its officers, employees, trustees or agents, or an act of God.

7. INSURANCE REQUIREMENTS. Licensee shall obtain, pay for and maintain in effect during the life of this Agreement (and shall require of any contractors working on the Property) the following policies of insurance issued by an insurance company rated not less than “A-VI” in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; and (2) workers’ compensation insurance as required under state law.

Each policy shall contain an endorsement naming District as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to District at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Licensee shall furnish District with a certificate of insurance containing the endorsements required under this section, and District shall have the right to inspect Licensee's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reductions in coverage, Licensee shall immediately file with District a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce Licensee's liabilities or obligations under the indemnification provisions of this Agreement.

8. ASSIGNMENT. Licensee shall not encumber, assign, or otherwise transfer this License or a right or interest in this Agreement, without the express written consent of District. Any purported assignment or sublicense without District's express written consent, which consent shall not be unreasonably withheld, shall be void. The permitted users under this Agreement, MLF and SMHD, are not "assignees" under this section and rather are original permitted users.

9. DEFAULT. If Licensee fails to provide snow removal within a reasonable period of time then the District may procure snow removal services from any source and Licensee shall reimburse District for the cost of the snow removal services.

10. WAIVER. The waiver, by District, of any breach by Licensee of any of the provisions of this Agreement, shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Licensee of the same or a different provision of this Agreement.

11. BINDING EFFECT. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of each of the parties. However, nothing contained in this section shall be construed as a consent by District to any assignment of this License or any interest in the Agreement by Licensee.

12. NOTICES. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given either party by the other shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed at the address indicated on the signature page in any of the following ways: (1) personal delivery to the party to whom it is directed at the address indicated on the signature page, or (2) deposit in the U.S. Mail, first class postage prepaid to the address indicated on the signature page, or (3) facsimile or email transmission to the address indicated on the signature page with a copy by U.S. Mail, first class postage prepaid. Receipt shall be deemed complete on the earlier of (1) actual receipt, or (2) two days after deposit in the U.S. Mail, or (3) one day after transmission by facsimile or email.

Either party may change its address for purposes of this section by giving written notice to the other party in the manner provided in this section.

13. ATTORNEYS' FEES. Should any litigation be commenced between the parties to this Agreement concerning the Property, this Agreement, or their rights and duties the party prevailing shall be entitled, in addition to other relief granted in the litigation, to a reasonable sum for its attorneys' fees, as determined by the court in that litigation or any separate action brought for that purpose. The parties agree that any litigation commenced under this Agreement shall be brought in the Superior Court of Kern County.

154. ENTIRE AGREEMENT. This Agreement, including any exhibits or schedules referred to in this Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the leasing of the Property described. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

165. AMENDMENT. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

176. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

The parties have executed this Agreement at _____, Kern County, California.

Kern Community College District
(District)
2100 Chester Avenue
Bakersfield, CA 93301

Facsimile #:

Email:

By: _____

Thomas J. Burke
Chief Financial Officer

Mammoth Lakes Foundation
(Licensee)
100 College Parkway

Post Office Box 1815
Mammoth Lakes, CA 93546
Facsimile: 760-934-6019
Email: rich@mammothlakesfoundation.org

By: _____
Evan RussellRich Boccia
President and CEOExecutive Director

Southern Mono Healthcare District
Attn: Melanie Van Winkle, CFO
85 Sierra Park Road
P.O. Box 660
Mammoth Lakes, CA 93546
Facsimile: 760-924-4104
Email: melanie.vanwinkle@mammothhospital.com

By: _____

**Mammoth Lakes Foundation
Executive Committee
Agenda Action Sheet**

Executive Committee Meeting Date: September 25, 2018

Date Prepared: September 17, 2018

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: New Membership to the MLF Board of Directors and the Establishment of an Advisory Board of Directors

Strategy #1: Foundation Operations

Recommended Motion:

It is recommended that the Executive Committee to review and consider approving new governance members to the MLF Board of Directors and the establishment of an Advisory Board of Directors to support the Mammoth Arts & Culture Performing Arts Theater. (Attachment #5)

Background Information:

The MLF Board of Directors approved an updated version of the MLF Bylaws on December 2, 2017 that included provisions for membership on the Executive Committee, on the Board of Directors and as a member of an Advisory Board.

Article 4.2c of the Bylaws states that “the board has delegated to and vested all of its authority and powers to the Executive Committee of the Board.” with Article 7.2 indicating that the Executive Committee “shall be composed of up to seven (7) members selected from the Board.”

The present membership of the Executive Committee is composed of the following people:

- Gary McCoy; President
- Gary Myers; Board Chair
- Shield Richardson; Treasurer
- Luan Mendel; Secretary
- Evan Russell; CEO (Bylaw 4.2a)
- Rich Boccia; Executive Director (Bylaw 4.2a)

Article 2.1 of the Bylaws states that the minimum number of Directors shall be 11. The affairs of this Foundation shall be managed by a Board of not more than forty (40) voting Director. There shall be no limitation on the number of Associate Directors or Advisory Directors. The exact number of voting Directors shall be reviewed from time to time by the Board of Directors in the manner provided in these Bylaws at each Annual Meeting.

The present membership of the Board of Directors is composed of the following people:

- Directors
 - Stacey Bardfield
 - Judy Bornfeld
 - Sandi Forstenzer
 - Jack Copeland

- Associate Directors
 - Matt McClain – MLR
 - Lois Klein – MUSD Superintendent of Schools
 - Dr. Stacey Adler – Mono County Superintendent of Schools
 - Dr. Deanna Campbell – Director of Cerro Coso Community College
 - Dan Holler – Town of Mammoth Lakes Town Manager

We have had three resignations from the Board of Directors as follows:

- John Bush – he will remain on as a member of the Investment Committee
- Bob Byers
- Bonnie Colgan

We appreciate their years of service to the Foundation and will be celebrating them at the November 3rd Friends of the Foundation Dinner.

We have had four applications for new membership to the Board of Directors and have included their cover letters with this staff report. I would also suggest that we begin to think about strengthening the diversity of our board as we look at a multitude of factors to include experience, expertise, perspectives, inclusion and equity.

- Michael Bornfeld – retired attorney
- Michael Dostrow – actor and voiceover artist
- Ken Brengle – Executive Director of the Mammoth Lakes Chamber of Commerce
- Heather Skillings – practicing attorney

It is recommended that the Executive Committee take action to accept these four candidates as new members of the Mammoth Lakes Foundation Board of Directors.

Article 8.1 states that the Board of Directors may establish, at its sole discretion, an Advisory Board of Directors to serve in an advisory capacity to the Board of Directors. The membership of the Advisory Board of Directors is intended to be comprised of persons both resident and nonresident to the local community, and from various areas of commerce, industry, and other sectors of the community.

It is recommended that the Executive Committee take action to create an Advisory Board of Directors with a focus on supporting the Mammoth Arts & Culture Performing Arts Center. Please find a document that outlines the “Role of the Advisory Board for the Performing Arts Theater.” Once formally approved, staff will bring back a roster of potential Advisory Board Members for your review and consideration at the October 27, 2018 Board of Directors Meeting.

Funds Available: NA

Account Number: NA

Rich Boccia

From: MICHAEL BORNFELD <MJBALAWCORP@msn.com>
Sent: Monday, September 10, 2018 3:47 PM
To: Rich Boccia
Subject: Mammoth Lakes Foundation

Rich:

You suggested, if I was interested in becoming a part of the Executive Committee of the Board of Directors of the Foundation, I write a letter listing my qualifications. Here they are. As you know, I have been involved as a donor, volunteer, one of the attorneys for the Foundation, advising the Foundation on a myriad of matters, including recent litigation. I've been involved in the Foundation since 1990. In fact I taught a class, on line, for the college. I have a lengthy history with Mammoth Mountain and the McCoy family. I was a partner in the law firm that represented them until Judy and I moved to Mammoth in 1990 and I was the attorney to whom the Ski Area referred employees who had the need to consult an attorney after we moved to Mammoth. I'm familiar with the workings of the Foundation, and its history. My experience as an attorney involved, corporate matters, general business and real estate matters and a varied litigation specialty. I'm recently retired after 53 years of practicing law. I have a good deal of experience and have good common sense. I believe I would be of benefit to the Board and the Executive Committee.

Thank you for considering me for that position.

Michael

VOXDOC.NET

Dr. Michael Dostrow
315 Pinion Hill Rd
Mammoth Lakes, CA 93546
(760)914-1632
voxdoc@outlook.com

Greetings Executive Directors of the Mammoth Arts and Cultural Center.
My name is Michael Dostrow and I am being considered for a position in your esteemed ranks. At the behest of Mr. Boccia, I will provide the following personal history for your consideration. I am a retired physician and a current professional voice over artist, actor and patient advocate.

Since my arrival in Mammoth Lakes fifteen years ago, I have been actively involved in acting for Mammoth Lakes Repertory Theatre and Sierra Classic Theatre. Thanks to our stellar local theatre troupes, I have had the pleasure of practicing the Art of Thespis in almost twenty productions. For the last six years, I have been an active member of the board of Sierra Classic Theatre for whom I have also directed, produced and written several plays.

In addition to my work with local theatre, I am proud to have volunteered my time for a number of local events including but not limited to:
Mammoth Lakes Foundations Food and Wine Experience (5 years) Jazz Jubilee (3 years), Bluesapalooza (4 years), Mammoth Rocks (2 years), and Southern Mono Historical Society (3 years).

Recently, I have just completed a successful run of Macbeth in Sierra Classic Theatre's Ninth Annual Shakespeare in the Woods in which I played the the lead and produced. For the last four months, I have been the director of the Mammoth Museum's Historic Trolley Storyteller program. With some regret however, last month I informed the board of Sierra Classic Theatre that I would not be seeking re-election to the board as I feel my work there is done. My departure comes with resolution and some degree of pride. Since I joined six years ago, our productions have grown in size, sophistication and professionalism. In our Shakespeare in the Woods Production, for instance, we have gone from literally acting in the dirt in which our two dozen dusty loyal audience members bathed, to an audience of 200 to 300 relishing in a professional production with a stage, lights, digital amplification and conveniences such as beer, wine, local cuisine and promotional bling.

To be frank, I hate waving my flag but I hope these accounts of some of my recent and past accomplishments give you an idea of the experience, passion and commitment which I will bring to your board if you choose to honor me with an appointment. I am available at any time to clarify my words or answer any questions. My email is voxdoc@outlook.com and my cell phone number is (760)914-1632. I believe I can be an asset to your team and be a productive member of the Executive Board of Directors as you bring this incredible vision to it's fruition.

Sincerely, Dr. Michael Dostrow



Memorandum

September 6, 2018

To: Rich Boccia, Executive Director
Mammoth Lakes Foundation (MLF)

From: Ken Brengle, CCE, IOM
Executive Director
Mammoth Lakes Chamber of Commerce (MLCC)

RE: Board seat, MLF Board of Directors

My interest in serving on the MLF Board of Directors is two (2) fold:

1. Workforce Development is a major issue for the members of MLCC. MLF's association and partnership with Cerro Coso Community College (CCCC) provides the Mammoth Lakes business community an avenue to tap into local talent. By MLF providing scholarships to Mammoth High School graduates, the ML business community has the opportunity to keep our homegrown talent local. Community College's provide that first line of next level training.
2. I am a strong supporter of culture and arts within our community, specifically for our youth. I saw what community theater did for bring out many of my youngest son's talents and how it helped him grow into the responsible young adult he is today.

I look forward to being part of the positive directions of the Mammoth Lakes Foundation. Please let me know if you need any further information.

Ken Brengle, CCE, IOM, is a 30+year veteran of the nonprofit management field. He has served as chief executive for nine (9) chamber organizations and on staff for two (2) chamber and one (1) economic development organizations. During his tenure in the chamber/association profession he has developed successful memberships and fund raising campaigns, created effective and influential local and state legislative advocacy programs, led consolidation of numerous organizations into effective entities and created & managed numerous community leadership programs. He is an alumnus of Fort Lewis College in Durango, CO with a BA in Political Science. He is also a graduate of the U.S. Chamber of Commerce's Institute for Organization Management (IOM) and a Certified Chamber Executive (CCE) through the Association of Chamber of Commerce Executives (ACCE). Ken and his wife Erin are glad to call Mammoth Lakes home.

Rich Boccia

From: Heather Skillings <heather@skillingslawfirm.com>
Sent: Thursday, September 13, 2018 11:33 AM
To: Rich Boccia
Subject: Mammoth Lakes Foundation

Hi Rich,

It was great to meet with you and Betsy this morning. I'm honored you thought of me as a potential fit for the board of the Mammoth Lakes Foundation. I would love to get involved with such a great organization. One that really celebrates our community's heritage while also improving it's future.

I think I could bring a lot to a Board position. Professionally, I have been practicing law for over 14 years, having recently set up my own firm here in Mammoth. I have a wide range of legal experience including corporate governance, commercial and other litigation, intellectual property law and estate and tax planning. Even when utilizing outside counsel, having a lawyer on your Board can be extremely helpful, for governance issues, for contract and other document review, and for spotting potential liability issues before they end up at the point that outside counsel needs to be brought in. I don't know every single regulation out there, but I do have a good sense of when something doesn't "feel" right, and access to many sophisticated research tools.

Additionally, as a parent of school-aged children, I've become heavily involved with youth sports and with our local Parent Teacher Organizations, and have good working and professional relationships with many of Mammoth's younger but up and coming families, people who will be looking to support their community in the coming years. I think the mission of the Mammoth Lakes Foundation is one that could really resonate with many of these individuals (including myself!), who really love this community and want greater cultural opportunities for their children, and who are likely already thinking about higher education. I've also had a chance, through my other volunteer positions, to be involved in grant writing, event planning, and youth educational outreach.

Again, it was great to see you, and thanks so much for the opportunity to be involved. I look forward to working with you and the rest of the Mammoth Lakes Foundation.

Yours,

Heather

Heather L. Skillings
Attorney at Law

CONFIDENTIAL COMMUNICATION

E-mails from this firm normally contain confidential and privileged material, and are for the sole use of the intended recipient. Use or distribution by an unintended recipient is prohibited, and may be a violation of law. If you believe that you received this e-mail in error, please do not read this e-mail or any attached items. Please delete the e-mail and all attachments, including any copies thereof, and inform the sender that you have deleted the e-mail, all attachments and any copies thereof. Thank you.

Mammoth Lakes Foundation

The Role of the Advisory Board for the Performing Arts Center

The Mammoth Lakes Foundation is creating an Advisory Board to support the work of the Mammoth Lakes Foundation Board of Directors Executive Committee with a primary focus on supporting the fundraising required to build and program the Performing Arts Center as an element of the Mammoth Arts & Culture Center.

The Mammoth Lakes Foundation Board of Directors Executive Committee is a policy entity and is legally recognized as responsible for providing governance and fiduciary oversight for the nonprofit. The bylaws of the Mammoth Lakes Foundation clearly define the roles and responsibilities of the Executive Committee.

Advisory Boards are formed by nonprofits to serve specific functions for the organization based on the current needs of the organization. Nonprofits may form several Advisory Boards serving different functions if they choose, but in the case the Advisory Board is being created to focus on the development of the Performing Arts Center. Members of this Advisory Board are requested to open their own personal and business networks to the organization to assist with identifying new prospects, including individuals, corporate sponsors and foundations which have the financial means to support this project.

We all understand the importance of relationship building and will rely on our Advisory Board members to assist us with building relationships with those who are able to financially support this project.

An Advisory Board often consists of experts who have experience with a project that the organization is undertaking. In this case, the Advisory Board is providing support to the Capital Campaign Steering Committee who in turn make recommendations to the Board of Directors Executive Committee who make policy decisions.

The Advisory Board is not responsible for business decisions of the organization, but are a group who provides advice to the Capital Campaign Steering Committee and the staff. There may be times when we disagree on a direction and the Board of Directors Executive Committee will make the final decision.

Serving on the Advisory Board for the Mammoth Lakes Foundation is a way to support your passion for this project and to boost your professional profile in our community. The Performing Arts Center is a legacy project for our community and will provide the opportunity to:

- Involve those who are willing to provide critical assistance but have limited time
- Expand our network of supporters for the project
- Create a direct link to important professional and technical expertise
- Energize Advisors as ambassadors for the organization to the community and beyond
- Recognize individuals for their distinguished service
- Assist efforts to increase philanthropic support
- Makes a personal financial commitment to the project
- Sharpen and share the message about the mission of the organization

In summary, The Mammoth Lakes Foundation is forming this Advisory Board to support the fundraising needs to complete the Performing Arts Center as an element of the larger vision of creating an Arts & Education District in Mammoth Lakes.

Supporting higher education and cultural enrichment in the Eastern Sierra



Key Takeaways

- **Environmental review process is not yet complete**
- **Wednesday, October 3, 2018 at 10:00 a.m. we will host a presentation with the design team including technical and program consultants – please save the date!**
- **Saturday, November 3 - Friends of the Foundation Dinner**

**Mammoth Lakes Foundation
Executive Committee
Agenda Action Sheet**

Executive Committee Meeting Date: September 25, 2018

Date Prepared: September 19, 2018

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: Mammoth Lakes Management Financial Audit

Strategic Alignment #1: Foundation Operations

Recommended Motion:

It is recommended that the MLF Executive Committee accept the Management Points for FY17-18.

Background Information:

A financial audit is an independent, objective evaluation of an organization's financial reports and financial reporting processes. The primary purpose for financial audits is to give regulators, investors, directors, and manager's reasonable assurance that financial statements are accurate and complete.

The firm of Pine, Pedroncelli and Aquilar, Inc., Certified Public Accountants have provided auditing services to the Mammoth Lakes Foundation over these past two years. Their services include the financial audit and the tax returns for the Foundation. The cost for these services is \$15,000 annually.

Please find two attachments to this agenda bill:

1. The 2016-2017 Management Points dated 06.30.17
2. The 2017-2018 Management Points dated 06.30.18

Next Steps:

- The MLF staff is recommending that the Board accept these Management Points to serve as base to develop stronger internal controls for the finances of the Foundation.
- The MLF staff will respond to these Management Points within thirty days (30 days).
- The Audit Team will present the Final Financial Statements to the MLF Executive Committee in November as a part of the Budget Workshop as we begin to refine our short term financial objectives and create long term objectives as driving elements of our Investment Policy.

Funds Available: Yes

Account Number: 70263

Mammoth Lakes Foundation fulfills the vision of Dave McCoy to support higher education and cultural enrichment in the Eastern Sierra

**MAMMOTH LAKES FOUNDATION
MANAGEMENT POINTS
06/30/2017**

Management Points Received, Reviewed & Responded to on January 22, 2018

1. As a result of our audit procedures for cash, we found that the Organization had the following stale-dated items:

Wells Fargo Checking

| <u>Check #</u> | <u>Name</u> | <u>Date</u> | <u>Amount</u> |
|----------------|--------------------------|-------------|---------------|
| 16361 | Paschoalini, Alexandre | 06/15/2015 | \$250.00 |
| 16850 | Department of Alcohol | 03/01/2016 | \$50.00 |
| 16940 | Film Republic Sales | 04/26/2016 | \$250.00 |
| 16981 | Town of Mammoth Lakes | 05/18/2016 | \$190.00 |
| 17051 | Northeast Protective Svc | 06/18/2016 | \$220.00 |
| 17130 | Simpkins, June | 08/01/2016 | \$250.00 |
| 17341 | Birit Design, LLC | 11/30/2016 | \$400.00 |
| 17413 | Casey, Tim | 02/08/2017 | \$750.00 |

It is our recommendation that management review stale dated transactions and determine if items need to be voided or re-issued.

- a. **The MLF Accountant will review stale dated transactions on a monthly basis to determine if the item needs to be voided or re-issued.**
2. As a way to strengthen internal controls, it is our recommendation that the executive director compare the donor perfect report prepared by Melissa with the money to be deposited for accuracy, sign off on the donor perfect report, and forward it to Amy for recording in QuickBooks.
 - a. **The Office Manager will share the donor perfect batch reports each time there is a deposit with the Executive Director to review for accuracy, reconciliation and approval and submit to the MLF Accountant for entry in QuickBooks.**
 3. It came to our attention that in Donor Perfect, donations made by check are not dated as of the date the donation was made (i.e. check date) but rather appear to be dated as of the date entered into donor perfect. We recommend the dates used in donor perfect properly reflect the date of donation.
 - a. **The Office Manager will enter all donations into the donor perfect system based on the date of the donation.**

4. It appears the Foundation does not have any procedures in place to track inventory on hand (i.e. Wine). It is our recommendation that the executive director designate the task to a staff member. The person responsible should perform an inventory count as soon as possible and adjust the inventory schedule upon purchase of inventory and reduce the count as items are sold.
 - a. **The following steps have been taken to address this area of concern:**
 - **The Office Manager will order inventory for the concession and for events and create a spreadsheet to track the incoming inventory to include date and price of purchase.**
 - **The inventory will be counted once a month and adjustment to cost of goods sold will be made.**
 - **At this time we believe that our sales of inventory is limited and does not include a need for a cash register but as we evolve into the new venue we will need to re-evaluate this need to monitor our sales and the inventory.**

5. Cash from events is a common area of risk. Because cash is frequently counted the day after an event is held, we suggest that two staff members be responsible of the cash. It should be sealed in an envelope at the end of the event and initialed by the two staff members. The day the cash is to be counted, both staff members should be present and confirm the initials are on the envelope and that the envelop remains sealed. Cash should be counted, written down on a cash receipts log, and signed by the two staffers before proceeding with normal recording procedures.
 - a. **Effective immediately, all cash income from events, student rents and other cash receipts will be counted by two people to confirm the amount of cash collected.**
 - b. **The cash will be sealed in an envelope and will be initialed by both staff members and recorded in a cash receipts log and then deposited in the bank not later than the following date for reconciliation by the bank.**

6. It was noted during the audit that Non-Cash donations received are recorded on the books to various income accounts, including accounts not easily identifiable as in-kind (i.e. Sponsorships, Misc Income, etc). It is our recommendation that only accounts specifically identifiable as “in-kind” be used to report such donations received. Additionally, items donated to the foundation which are “sold” should be omitted from revenues and expenses all together as the income from the sales will be recorded when deposited. This will avoid the duplication of revenues.
 - a. **Any non-cash donation will be recorded in a non-cash account.**

7. During our audit of Fixed Assets we noticed the totals per the Fixed Asset Schedule (cost and accumulated depreciation) do not agree to the amounts reported on the books. Although the differences are trivial, it is our recommendation that the books be adjusted to agree to the Fixed Asset Schedule. If not corrected, the differences continue to grow each year resulting in inaccurate reporting on the cash flows statement and note disclosures.
 - a. **The MLF Accountant will make adjustments to the fixed assets on the books tied to the fixed assets listing.**
8. After review of SGSA procedures, it was noticed that student housing rent periods begin the 16th and end the 15th of the subsequent month. It is our recommendation that the rent period begins the 1st and end 30th/31st, doing so will create less confusion for the students and simplify tracking of rent collections internally. The Executive Director can discuss with SGSA staff the benefits of pro-rating the first and last months of the contracts versus collecting of the first month in full and have it cover the first and last month of the semester/year.
 - a. **The MLF staff is recommending that this item be addressed after the 50% sale of the SGSA property with the Southern Mono Hospital District that is expected to close in March, 2018. We will revisit with this Management Point as we prepare for the next fiscal year that begins on July 1, 2018.**
9. During our audit of permanently restricted funds and its corresponding bank account, it came to our attention that an \$18,000 withdrawal was made from permanently restricted funds, in excess of interest earned, resulting in an underfunded bank balance as of June 30, 2017. Per endowment restrictions, principal should remain in a separate bank account. Additionally, there was no mention of board discussion or approval granted within the Board minutes. It is our recommendation that the Foundation refrain from making withdrawals in excess of interest earned from the endowment bank account and that the Board minutes indicate board approval of all withdrawals before they are made.
 - a. **During the 6.30.16 audit, Marilou discovered that even though we recorded interest earned in the Endowment fund earmarked for scholarships and spent the money, we did not pull the interest earned out of the Endowment fund and had not for years. Marilou gave me an \$18,010 adjustment to make. The funds were not moved out of the Endowment fund until Decem.br 2016, after the audit was finalized and that was not the cause of the shortage in the Endowment fund at 6.30.17. Amy had not moved a donation that was received for \$5,000 into the Endowment fund. Amy spoke with Marilou about this and agreed to be more diligent about moving funds into the Endowment fund as soon as the donation is received. The Endowment fund was caught up shortly after the fiscal year end.**
10. Because QuickBooks is not designed to track donor restricted activity and applying such activity to the equity accounts is not an accurate way of recording activity, we recommend the Foundation use classes in QuickBooks to properly categorize income and expense activity by event/program. Additionally, the use of classes will simplify the Foundation's chart of accounts. There will be no need for repetitive accounts (i.e. 1 donation income account can be used for all programs/events and when

allocated by class in QB, the board and management will be able to see total donation income as well as the amount received by program/event). Please feel free to contact us if additional explanation or assistance is needed **(Repeat from 6/30/2016)**.

- a. **The MLF Executive Director and the Accountant are working with the Town of Mammoth Lakes Finance Director to review our present system and to make the appropriate changes based on the 50% sale of the SGSA property and the creation of account codes for the new Performing Arts Center to take effect with the beginning of the next fiscal year, July 1, 2018.**

Implementing Dave McCoy's vision to support higher education and the arts in the Eastern Sierra

**MAMMOTH LAKES FOUNDATION
MANAGEMENT POINTS
06/30/2018**

1. It appears the Foundation has implemented some procedures to better track inventory on hand (i.e. Wine). It is our recommendation that the executive director continue to work on strengthening these procedures assigned to staff members to ensure proper tracking and reporting of inventory on hand and sales.
2. During our search for items to be capitalized, we found an item that meets the dollar amount for capitalization but was expensed. It is our recommendation that the capitalization policy be used as a guide to determine if an item should be capitalized or expensed.
3. Cash from events is a common area of risk. Because cash is frequently counted the day after an event is held, we suggest that two staff members be responsible of the cash. It should be sealed in an envelope at the end of the event and initialed by the two staff members. The day the cash is to be counted, both staff members should be present and confirm the initials are on the envelope and that the envelop remains sealed. Cash should be counted, written down on a cash receipts log, and signed by the two staffers before proceeding with normal recording procedures. **(Repeat from 6/30/17)**

**Mammoth Lakes Foundation
Executive Committee
Agenda Action Sheet**

Executive Committee Meeting Date: September 25, 2018

Date Prepared: June 18, 2018

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: Investment Policy Statement

Strategy #1: Foundation Operations

Recommended Motion:

It is recommended that the Executive Committee review and consider accepting the Mammoth Lakes Foundation Investment Policy Statement.

Background Information:

MLF staff has researched the history of the Foundation's Investment Policy and has discovered the following information.

Board Member Joel Baker took the lead with what appears to be the creation of the original investment policy as evidenced by a memo dated 08.26.93 to the Board of Directors with a copy of the Foundation Investment Policy dated July, 1993. It appears that this policy was drafted in consultation with the Lowry Consulting Group, Inc.

The July 1993 Statement of Investment Policy is fairly brief and is attached for your review.

- Foreword
- Foundation Responsibilities
- Long Term Objectives
- Short Term Objectives
 - 30% Cash and Equivalents
 - 30% Fixed Income
 - 40% Equity
- Monitoring and Review
- Investment Strategy / Asset Allocation

The second document that was discovered in the files is the Revised 2002 Statement of Investment Policy with no background information about the process and am assuming that the MLF Board of Directors did take action to approve this document at one of their Board meetings even though this is not noted on the document.

You will also find a Risk Profile Questionnaire for your review. This tool provides us with the opportunity to determine our level of comfort with different investment products. Some investment types are inherently more risky than others. John Bush recommended that when we rate ourselves that we should create two ranking systems; one short term (1 to 5 years) and on long term (6 years plus).

You will find a redline version of the July 2002 Investment Policy Statement for your review and consideration that was reviewed and modified by the MLF Investment Committee that is represented by Board Treasurer Luan Mendel and MLF Board Investment Consultant John Bush representing Stiffel.

Our recommendation is to accept this updated document and direct the Investment Committee to review our present investments to include the one-time \$913,000 (The projected final one-time funding was \$930,000) that was captured as a result of the approval of the partnership agreement with the Southern Mono Healthcare District this past June, 2018.

In our FY18-19 budget deliberations we included the following recommendations for these funds with no action being taken at this time based on the need to update and adopt our Investment Policy.

1. \$250,000 placed in reserves
2. \$100,000 be allocated for one time capital projects to include the new roof, repair of the broken windows, repairing the broken tile in the main lobby, changing out some of the tarnished photographs in the main hallways, and replacing the carpet tiles. (We have new rug tiles in storage)
3. \$550,000 be divided between two laddering CD's to provide liquid assets as necessary
4. \$30,000 placed in a contingency fund (legal fees, snow removal, one time staff costs, emergency repairs)

Funds Available: NA

Account Number: NA

Risk Profile Questionnaire



Your risk tolerance is an indication of your level of comfort with different investment products. Some investment types are inherently more risky than others. This section will help you determine your risk tolerance. Indicate your level of agreement with each of the following statements.

1. Consider the primary goal for your money. Which time period below best describes how your money will be needed to support that goal?

1. My goal will start soon and/or the money will need to last for 5 years or less.
2. My goal will start after a few years and/or the money will need to last for 10 years or less.
3. My goal is still years away and/or the money will need to last for more than 10 years.

2. Which of the following statements best describes your attitude toward the trade-off between risk and return?

1. I am most concerned with limiting risk. I am willing to accept lower expected returns in order to limit my chance of loss.
2. I am willing to accept moderate risk and chance of loss in order to achieve moderate returns. Limiting risk and maximizing return are of equal importance to me.
3. I am primarily concerned with maximizing the returns of my investments. I am willing to accept high risk and high chance of loss to maximize my investment return potential.

3. Six months after you make a \$100,000 investment, it decreases in value by \$10,000 in a down market period. How would you feel?

1. Very uncomfortable. I would consider selling my investment.
2. Uncomfortable, yet I will stay with the investment if my Advisory Consultant recommends doing so.
3. I would want to buy more of the investment, since this may be a good investment opportunity.

4. Is it important for you to receive money from your account on a monthly basis?

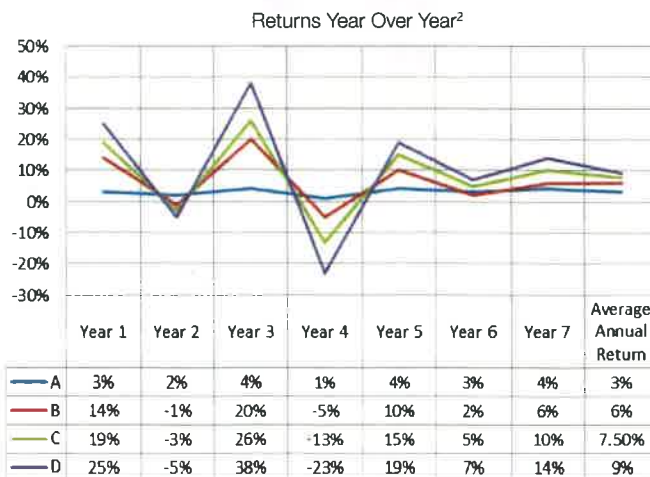
1. Yes, it is highly important, and it must be the same amount on a regular/scheduled basis.
2. It is important to receive money from my account when needed, but growth of my portfolio is also an important factor.
3. It is not important, and growth of my portfolio is my primary goal.

5. What do you want most from your investments?

1. Less volatility, even if that means there is less growth potential
2. Some investment income, but more growth potential over long term
3. The highest growth potential over the long term (assuming more volatility), with little or no need for current or near-term investment income.

6. When we invest, we often have to make a trade-off between risk and reward.¹ The more risk we take, the higher potential reward but we also have a higher chance of loss. The graph to the right shows the returns from four completely hypothetical portfolios that are set up to represent increasing levels of both risk and reward. Which pattern of portfolio returns best matches your comfort level for balancing risk and reward?

0. Portfolio A
1. Portfolio B
2. Portfolio C
3. Portfolio D



RISK PROFILE SCORE: _____

(Add the numbers corresponding to the answers you have circled in questions 1-6)

Models By Risk Profile Score³



| Risk Profile Score | Risk | Advisory Model | Advisory Model Objective |
|--------------------|------------------|--|---|
| 5 to 7 | LESS RISK | Conservative Income | Seeks to provide current income through an asset mix which is predominantly allocated to fixed income investments. A limited amount of equity exposure provides some opportunity for long-term growth of capital. Investors should be willing to accept some principal volatility. |
| 8 to 10 | | Income | Seeks to provide current income through an asset mix with a majority of fixed-income investments. Equity investments may be significant, but typically still represent a minority of the portfolio. Investors should be willing to accept some to moderate principal volatility. |
| 11 to 13 | | Conservative Growth | Seeks to provide long-term growth of capital through a balanced asset mix that is allocated between fixed-income and equity investments. Investors should be willing to accept a moderate level of principal volatility. |
| 14 to 16 | | Growth | Seeks to provide long-term growth of capital through an asset mix with increased exposure to equity investments. Fixed-income investments may be significant, but typically represent a minority of the portfolio. Investors should be willing to accept moderate to high levels of principal volatility. |
| 17 to 18 | | Maximum Growth | Seeks to provide long-term growth of capital through an asset mix which is predominantly equity investments. A limited amount of fixed income may be included in portfolios. Investors should be willing to accept a high level of principal volatility. |
| 17 to 18 | | Maximum Growth without Fixed Income | Seeks to provide long-term growth of capital through an asset mix which generally consists entirely of equity investments. Investors should be willing to accept a high level of principal volatility. |
| | MORE RISK | | |

¹Diversification does not assure or guarantee better performance and cannot eliminate the risk of investment losses.

²The rates of return shown above are purely hypothetical and do not represent the performance of any individual investment or portfolio investments. They are for illustrative purposes only and should not be used to predict future product performance. Specific rates of return, especially for extended time periods, will vary over time. There is also a higher degree of risk associated with investments that offer the potential for the highest rates of return.

³The corresponding models represented above are meant to serve as a guide for potential asset allocation. You and your Advisory Consultant will select and implement an investment mix that is appropriate for your situation. The investment allocation you select based on your particular investment needs may differ significantly from the model portfolios detailed above. All investments involve risk, including risk of loss, and are made at your risk exclusively. Neither HDVAS nor your Advisory Consultant guarantees any investment or its returns. Diversification and Asset Allocation do not assure or guarantee better performance and cannot eliminate the risk of investment losses.

The client acknowledges that the Advisor is relying upon the information provided for the purposes of providing recommendations to the client. The client agrees to give the Advisor notice of any significant changes in the client information and to provide any additional information the Advisor may reasonably request.

STATEMENT OF INVESTMENT POLICY

for the Accounts of:

Mammoth Lakes Foundation

P.O. Box 1815
Mammoth Lakes, CA 93546

Prepared by:

Mammoth Lakes Investment Committee

July, 1993

STATEMENT OF INVESTMENT POLICY

FOREWORD

This investment policy has been developed from a study and evaluation of many alternatives. It represents a consensus of input from the Mammoth Lakes Foundation (The Foundation) Board of Directors.

The purpose of the Statement of Investment Policy is to establish a clear understanding concerning the investment policies and objectives that pertain to the overall account.

This Policy is an outline of the overall philosophy that is specific enough to provide guidance for the investment consultant, yet flexible enough to allow for changes in the economy and/or securities markets.

FOUNDATION RESPONSIBILITIES

Because a wide range of possibilities exist for funding policy, there exists no single investment philosophy upon which the Foundation may rely. Consequently, the "prudent person" should evaluate all reasonable alternatives available to people "familiar with such matters" and act accordingly. That is, the Foundations Board of Directors should insure that investments made on behalf of the Account be invested with the care, skill, and diligence that a prudent person acting in the same capacity would use. All investments should be made solely in the interest of the Account and should be diversified to minimize the risk of large losses.

The Account's purpose is to provide investment growth for the benefit of the Mammoth Lakes Foundation.

The Foundation should have no investment restrictions on the Account's assets. The Account's funds should always be highly liquid.

STATEMENT OF INVESTMENT POLICY

LONG-TERM OBJECTIVES

The Account primarily seeks capital preservation and liquidity with capital appreciation and consistent returns being secondary goals. While an occasional absolute loss can be tolerated, the "relative" performance objective is to outperform the mean of a universe of equity managers in a declining stock market and to perform as well as the mean of a universe of equity managers in an increasing stock market. It is understood that the Foundation expects objectives to be met over a complete market "cycle" (typically 1 to 3 years) but will review investment performance on a quarterly basis.

The Account could structure its present investment strategy to achieve an expected rate of return net of all fees of approximately 4% to 6% above the Consumer Price Index over a long-term (10 year) period. This return is high enough to allow the building of real wealth for the Foundation and low enough to be compatible with the low volatility of returns desired.

SHORT TERM OBJECTIVES

For shorter periods of time the benchmark for measuring the Account's total risk and return will be a customized index composed of the following:

- 30% Cash and Equivalents (using the median of a universe of Money Market Managers)
- 30% Fixed Income (using the median of a universe of Fixed Income Managers)
- 40% Equity (using the median of a universe of Equity Managers)

MONITORING AND REVIEW

Performance reports should be prepared on the total portfolio of the Account as well as for each of the individual asset managers each calendar quarter. Each manager will be evaluated against a universe of investment managers investing in similar instruments on both a risk and a return basis.

STATEMENT OF INVESTMENT POLICY

INVESTMENT STRATEGY/ASSET ALLOCATION

The Account should maintain an active asset allocation strategy - a mechanical decision rule which increases the equity portion of the fund when the "risk premium" in the stock market is moderately priced, and conversely, reduces the equity portion of the fund when the Model determines the available "risk premium" is over-priced. The purpose of this active approach is to provide the required rate of return at a significantly reduced level of risk.

To implement the asset allocation strategy, the Account could utilize no-load mutual funds that specialize in various market sectors. Unless the amount to be invested in a sector is so small that it results in high trading costs, asset managers will be hired in the following general markets:

Equities - The equity exposure as a percentage of the overall portfolio will be between a maximum of forty (40) and a minimum of zero (0) percent. Normally, one Manager will be retained for each of the primary equity sectors (Aggressive Growth, Growth, Growth and Income, Equity Income and International Equity), investing in all classes of common and preferred stock and convertible bonds.

Fixed Income - The fixed income exposure as a percentage of the overall portfolio will be between a maximum of forty (40) and a minimum of zero (0) percent. Normally, two managers will be retained for managing debt instruments such as government and agency securities, corporate bonds, mortgages, mortgage backed securities, and asset backed debt securities.

Cash and Equivalents - The Cash and Equivalents exposure as a percentage of the overall portfolio will be between a maximum of eighty (80) and a minimum of zero (0) percent. At least one manager will be retained for managing securities maturing in less than one year with little or no volatility.

STATEMENT OF INVESTMENT POLICY


MONITORING AND REVIEW (CONT)

Additionally, the Foundations Board of Directors will meet at least annually, or as needed to review:

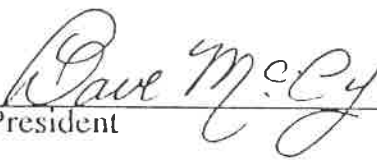
- Past investment Policy.
- Economic and financial factors affecting the Policy.
- Adjustments to the Policy if necessary.
- The Foundation Board of Director's understanding of the operation of the policy.
- The performance of the total portfolio, the risk/return characteristics of the total portfolio and its individually managed parts.

INVESTMENT CONSULTANT

Communications regarding the investment policy and its implementation must be maintained between the Mammoth Lakes Foundation and the ADAM Network. In this regard Joel R. Baker, of Joel R. Baker, Inc., is named as the Investment Consultant.



Joel R. Baker



Dave McCoy - President



Richard Goetzman - Chairman of Finance Committee

LOWRY ASSOCIATES INC

Key Facts

Founded: 1973

Clients: 75

Pension assets of clients: Approximately \$11 billion

Employees: 40

Professional staff: 20

Major consulting offices: Atlanta, Charlotte, Cleveland, Dallas, San Francisco

Scope of Services

Development and implementation of pension investment strategies for fiduciaries and trustees that meet financial return objectives while controlling investment risk and reducing or eliminating costs. An independent, unbiased perspective and a disciplined approach concentrate on managing assets and liabilities together — the key to controlling risk.

Areas of Pension Consulting Expertise and Service

- Implementing a management process for controlling pension cost
- Investment policy development
- Funding analysis and policy
- Asset allocation modeling and strategy
- Actuarial integration
- Investment manager evaluation, selection and monitoring
 - Real estate
 - Fixed income
 - Domestic equity
 - International equity
- Financial and accounting control reporting
- Trust evaluation
- Pension accounting/FAS 87
- Canadian operations

Firms That Have Recently Used the Lowry Methodology

Allergan
Amarillo College Foundation
Atlanta Gas Light Co.
Automobile Club of Michigan
Baltimore Gas & Electric Co.
Black & Decker
Carolina Power & Light Co.
Central and South West
Cincinnati Milacron
CSX Corporation
Duke Power
Emerson Electric
F.J. O'Neill Charitable
Farley Industries

Franciscan Health Systems
Houston Industries
I.B.E.W. Pension Trust Fund
Local 716
Lovelace Medical & Endowment
NMTBA - The Association for
Manufacturing Technology
NIPSCO
Potomac Electric Power Co.
Saint Ann Foundation
Savannah Electric & Power Co.
Savannah Foods & Industries
Tasty Baking Co.

Lowry Consulting Group, Inc., a leading pension investment consulting firm, assists fiduciaries and trustees of large American corporations in developing and implementing pension investment strategies that fulfill retiree obligations while significantly reducing the costs of funding. In 1981 these same strategies were modified for use outside the pension arena thru our subsidiary, Lowry Investment Disciplines, Inc., to allow individuals and corporations to meet investment objectives at a dramatically reduced level of risk.

PERFORMANCE AS OF 6/93

| | QTRLY | 1 YR | 3 YR | 5 YR | STDDEV | BETA | ALPHA |
|-----------------------------|-------|-------|-------|-------|--------|-------|-------|
| ADAM 40 Back Tested (Gross) | 2.0% | 9.6% | 10.5% | 10.0% | 3.4% | 0.21 | 7.9% |
| S & P 500 Adjusted | 0.5% | 13.6% | 11.4% | 14.2% | 13.4% | 1.00 | 0.0% |
| SLH Govt/Corp Index | 3.0% | 13.2% | 12.5% | 11.4% | 4.5% | 0.17 | 10.4% |
| Salomon T-Bills 3 Month | 0.7% | 3.1% | 4.9% | 6.2% | 0.8% | -0.01 | 5.0% |
| ADAM 60 Back Tested (Gross) | 2.0% | 9.6% | 10.7% | 10.4% | 3.6% | 0.22 | 8.0% |

AVERAGE COMPOSITION

AVERAGE CHARACTERISTICS

| CASH | STK | BOND | Last 12 qtrs |
|------|-----|------|-----------------------------|
| 32% | 5% | 63% | Constnt 0.8% Rsquare 87% |

| 3moTB | AGGRS | GRWTH | GR&IN | EQINC | INTEQ | BONDS |
|-------|-------|-------|-------|-------|-------|-------|
| 32% | | 5% | | | | 63% |

PERFORMANCE AS OF 6/93

| | QTRLY | 1 YR | 3 YR | 5 YR | STDDEV | BETA | ALPHA |
|------------------------------|-------|-------|-------|-------|--------|-------|-------|
| ADAM 80 Back Tested (Gross) | 2.1% | 10.9% | 12.0% | 11.3% | 4.2% | 0.25 | 9.0% |
| S & P 500 Adjusted | 0.5% | 13.6% | 11.4% | 14.2% | 13.4% | 1.00 | 0.0% |
| SLH Govt/Corp Index | 3.0% | 13.2% | 12.5% | 11.4% | 4.5% | 0.17 | 10.4% |
| Salomon T-Bills 3 Month | 0.7% | 3.1% | 4.9% | 6.2% | 0.8% | -0.01 | 5.0% |
| ADAM 100 Back Tested (Gross) | 2.1% | 10.9% | 12.3% | 11.7% | 4.4% | 0.26 | 9.0% |

AVERAGE COMPOSITION

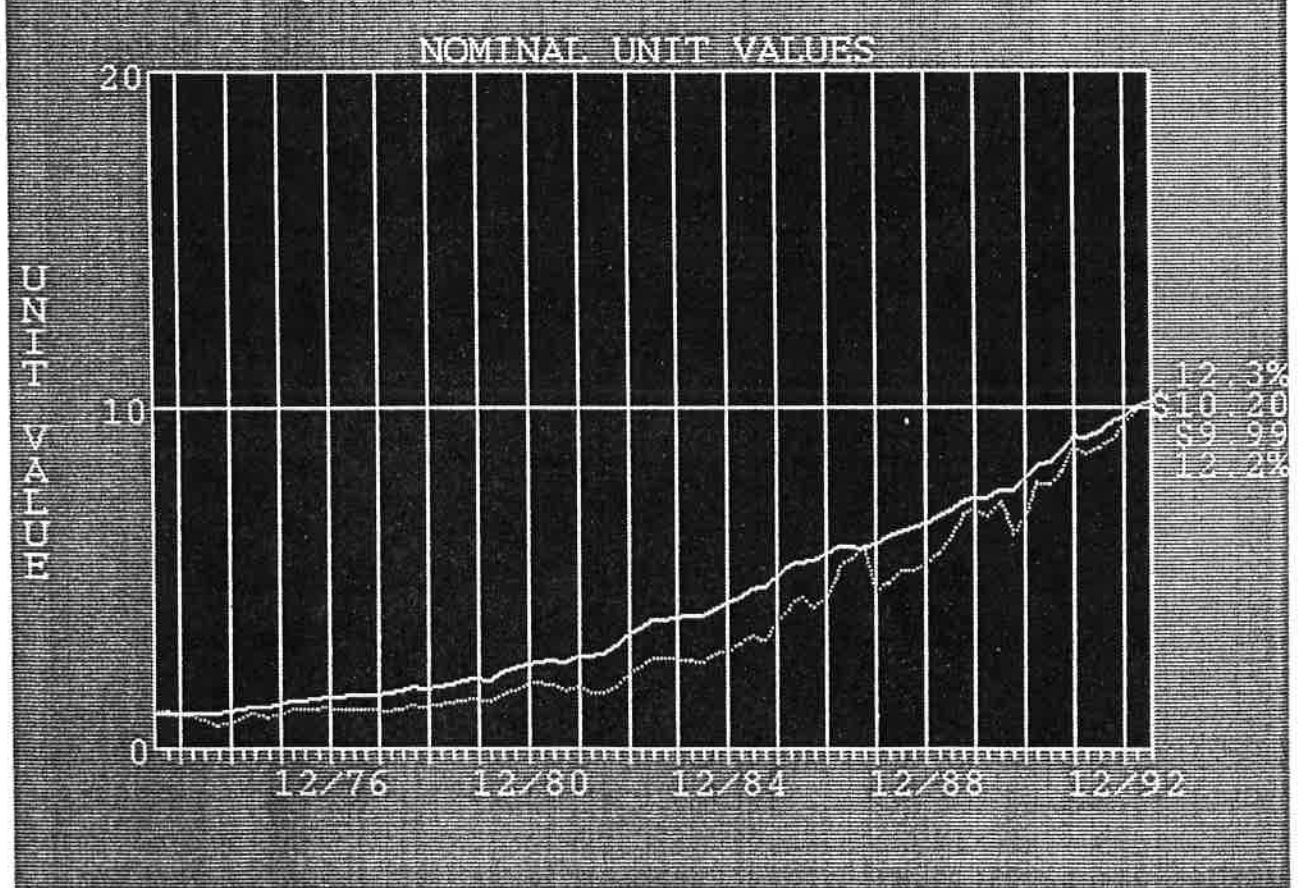
AVERAGE CHARACTERISTICS

| CASH | STK | BOND | Last 12 qtrs |
|------|-----|------|-----------------------------|
| 15% | 6% | 79% | Constnt 1.2% Rsquare 85% |

| 3moTB | AGGRS | GRWTH | GR&IN | EQINC | INTEQ | BONDS |
|-------|-------|-------|-------|-------|-------|-------|
| 15% | | 6% | | | | 79% |

(c) LID 93

ADAM 40 Back Tested (Gross) (c) LID 92
S & P 500 Adjusted



Benham Target Maturities 2010 FI US \$56 mil BENT10

| MANAGER INFORMATION | | | GENERAL INFORMATION | | | | | | | |
|---|-------|-------|--|-------|--------|-------|-------|-------|-------|-------|
| Benham Management Corp. 1665 Charleston Road Mountain View, CA 94043 415/965-8300 800/472-3389 | | | Fund founded 1985 Prospectus date 11/92 Min initial invest \$1,000 Rear load none Expense ratio 0.700% 12b-1 fee none Max sales charge ----- | | | | | | | |
| PERFORMANCE AS OF 6/93 | | | | | | | | | | |
| | QTRLY | 1 YR | 3 YR | 5 YR | STDDEV | BETA | ALPHA | | | |
| Benham Target Maturities 2010 | 9.4% | 33.5% | 18.4% | 17.4% | 14.1% | 0.68 | 10.5% | | | |
| S & P 500 Adjusted | 0.5% | 13.6% | 11.4% | 14.2% | 13.4% | 1.00 | 0.0% | | | |
| SLH Govt/Corp Index | 3.0% | 13.2% | 12.5% | 11.4% | 4.5% | 0.17 | 10.4% | | | |
| Salomon T-Bills 3 Month | 0.7% | 3.1% | 4.9% | 6.2% | 0.8% | -0.01 | 5.0% | | | |
| Harbor Bond Fund | 3.4% | 14.1% | 14.3% | 12.3% | 5.2% | 0.21 | 11.7% | | | |
| AVERAGE COMPOSITION | | | AVERAGE CHARACTERISTICS | | | | | | | |
| CASH | STK | BOND | Last 12 qtrs | 3moTB | AGGRS | GRWTH | GR&IN | EQINC | INTEQ | BONDS |
| | | | Constnt 12.1% Rsquare 53% | | | 7% | | | 52% | 41% |

(c) LID 9

Vanguard Quantitative Port GI US \$434 mil VANQUA

| MANAGER INFORMATION | | | GENERAL INFORMATION | | | | | | | |
|---|-------|-------|---|-------|--------|-------|-------|-------|-------|-------|
| Vanguard Group of Investment Companies Valley Forge, PA 19482 215/648-6000 800/662-7447 | | | Fund founded 1986 Prospectus date 5/93 Min initial invest \$3,000 Rear load none Expense ratio 0.400% 12b-1 fee none Max sales charge ----- | | | | | | | |
| PERFORMANCE AS OF 6/93 | | | | | | | | | | |
| | QTRLY | 1 YR | 3 YR | 5 YR | STDDEV | BETA | ALPHA | | | |
| Vanguard Quantitative Port | 1.8% | 18.2% | 12.7% | 14.7% | 13.8% | 1.02 | 0.9% | | | |
| S & P 500 Adjusted | 0.5% | 13.6% | 11.4% | 14.2% | 13.4% | 1.00 | 0.0% | | | |
| SLH Govt/Corp Index | 3.0% | 13.2% | 12.5% | 11.4% | 4.5% | 0.17 | 10.4% | | | |
| Salomon T-Bills 3 Month | 0.7% | 3.1% | 4.9% | 6.2% | 0.8% | -0.01 | 5.0% | | | |
| All Equity | 1.6% | 17.7% | 11.9% | 12.4% | 14.9% | 1.07 | -0.2% | | | |
| AVERAGE COMPOSITION | | | AVERAGE CHARACTERISTICS | | | | | | | |
| CASH | STK | BOND | Last 12 qtrs | 3moTB | AGGRS | GRWTH | GR&IN | EQINC | INTEQ | BONDS |
| | | | Constnt 2.8% Rsquare 97% | | | 36% | 49% | | 15% | |

(c) LID 9

Mammoth Lakes Foundation
STATEMENT OF INVESTMENT POLICY
Revised ~~September 2018~~ ~~June 2002~~

Purpose

The investment policy is an overall philosophy that represents the goals and objectives of the board of directors toward management of Foundation cash and assets. The philosophy takes into consideration both short term and long term needs. Key areas of concern include:

- The Endowment Fund
- Project Development
- Cash Reserves
- Restricted Funds

The purpose of the policy is to establish a clear understanding and best practices management of Foundation cash and asset. The policy is specific enough to provide guidance for investment, yet flexible enough to allow for changes in the economy and/or securities markets.

Statement of Investment Objectives

The two primary investment objectives are:

1. To cause the total value of the assets to appreciate over time, exclusive of growth derived from donations and
2. To provide a continuing and dependable cash payout that is stable – and preferable growing in real terms – after giving effect to inflation.

To accomplish these goals, MLF should maximize the return on investments, consistent with the appropriate level of risk and subject to a generation of adequate current income.

Additionally, the assets should be diversified at all times to provide reasonable assurance that investment in a single security or class of securities will not have a significant impact on the assets. Specifically, MLF should have diversified investment options that have materially different risk and return characteristics.

Foundation Responsibilities

Because such wide range of possibilities exist for investment policy, there exists no single investment philosophy upon which the Foundation may rely. Consequently, the prudent person should evaluate all reasonable alternatives available to people “familiar with such matters” and act accordingly. That is the Foundation Board of Director’s must insure that all investments are made with care, skill, and diligence that a prudent person acting in the interest of the Foundation would consider and must be diversified to minimize the potential risk of loss. Preservation of Foundation asset’s is the most important responsible.

The investment policy is reviewed quarterly by the executive committee and by the full board annually.

Investments:

In selecting investments, consideration will be given to the requirements for spending, liquidity, diversification, and safety of principal, yield, maturity, and the quality and capability of investment managers.

MLF will be permitted to invest in the following categories of investments:

- Growth investments – These investments seek to maximize value over time, but are the most volatile from day to day. They invest primarily in stocks of companies that have a strong potential for growth.
- Growth-and-income investments – These investments seek to provide both growth and income. They generally aren't as volatile as growth investments due to a focus on dividend-paying stocks and some bond holdings as well.
- Equity-income investments – These investments seek current income and long-term growth of capital, primarily through dividends paid by stocks and/or interest paid by bonds.
- Balanced investments – These investments seek conservation of capital and current income, as well as long-term growth of both capital and income by investing in stocks, bonds, and other fixed-income investments.
- Bond investments – These investments seek to provide current income. Their primary investment vehicle is bonds.
- Cash-equivalent investments – These investments are the most stable as they try to preserve the original investment but are limited in their ability to keep up with inflation.
- Alternative investments in a managed portfolio may not exceed 10%

MLF will not be permitted to invest in individual securities to meet personal or business loans, below investment grade bonds, stocks, commodities, and alternatives.

Asset Allocation and Rebalancing

MLF asset allocation guidelines will be consistent with its investment objectives and risk tolerance. These guidelines are designed to provide the highest probability of meeting or exceeding MLF's return objectives the lowest possible risk.

Long Term Objectives **Five Years and Beyond**

The policy is based on capital preservation and liquidity with capital appreciation and consistent returns being secondary goals. It is understood that the Foundation expects investment objectives to be met over a complete market “cycle” (typically five plus years~~one to three years~~) but will review investment performance on a quarterly basis.

Short Term Objectives **One to Three Years**

The Foundation's short term objectives must give consideration to both interim and median term capital needs and the overall financial condition of the Foundation. The bench mark for measuring the Foundation's risk and return will be a customized index composed of the following:

- ~~50%~~ Cash and equivalents (using the median of a universe of Money Market Managers).
- ~~50%~~ Fixed Income (using the median of a universe of Fixed Income Managers).

Monitoring and Review

Performance reports are reviewed by the executive committee on a quarterly basis and by the full board of Director's on an annual basis and will rebalance its portfolio of investments annually.

Among other things, such reviews will evaluate:

- The general conditions and trends prevailing in the economy, securities market, and mutual fund industry.
- Whether the investment remains consistent with MLF's overall investment objectives.
- Whether the investments are adequately diversified.
- A comparison of the investment results with the established indexes or benchmarks over a series of different time horizons.
- The fee structure and expense ratio of selected investments as compared with the other alternatives available in the marketplace.
- The experience and qualifications of the personnel providing the investment management services.-

Additionally, the Executive Committee will annually, or as needed review the following:

- Past Investment Policy
- Economic and financial factors affecting the policy.
- Adjustment to the Policy if necessary.

Draft Reviewed & Accepted by the MLF Executive Committee
September 25, 2018

**Mammoth Lakes Foundation
Executive Committee
Agenda Action Sheet**

Executive Committee Meeting Date: September 25, 2018

Date Prepared: September 21, 2018

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: Mammoth Lakes Foundation / Starbucks Corporation License Agreement

Strategy #2: Communication & Branding of the Foundation

Recommended Motion:

It is recommended that the Executive Committee review and consider approving the License Agreement between Mammoth Lakes Foundation and Starbucks Corporation to use and display the Dave McCoy photographs and quotes as identified in Exhibit A located at the Starbucks Store in Mammoth Lakes, California.

Background Information:

Over these past few months we have had the opportunity to begin to build a relationship with a developer named Steve Selcer. The town has begun to explore options for their 25 acre parcel and developers are inquiring about other opportunities for land development and thus, Town Manager Dan Holler introduced Steve to MLF.

In our initial meeting this past spring Steve told us that he was the developer for the new Starbucks in town and one thing lead to another and we were introduced to the Starbucks design team. We continued to engage Starbucks about the possibility of developing a partnership and we began to tell the story of Dave McCoy. This peaked their interest!

Robin Moring and I began the conversation about the "what ifs?" and we sent a copy of the Tracks of Passion to Michelle Darmoko who was the lead for the Starbucks Design Team. This started a conversation about their community room that could highlight some of Dave's photos and quotes.

You will find two attachments for your review and input:

1. The historical artwork that has been reviewed by Robin and Evan. Evan has indicated that the McCoy Family approves this exhibition and Robin is providing permission for the photo's that were elements of The Tracks of Passion.
2. You will also find a license agreement for your review. This was crafted by their legal team for our approval and is being reviewed by our legal team as we create this agenda bill.

We believe that this is a great branding opportunity for Mammoth Lakes Foundation and the legacy of Dave McCoy.

Funds Available: NA

Account Number: NA

Mammoth Lakes Foundations fulfills the vision of Dave McCoy to support higher education and cultural enrichment in the Eastern Sierra

LICENSE AGREEMENT

This License Agreement ("License") is entered into on September 18, 2018 ("Effective Date") between Starbucks Corporation, having an address at 2401 Utah Avenue South, Seattle, Washington 98134, USA, ("Starbucks") and Mammoth Lakes Foundation, having an address at P.O. Box 1815, Mammoth Lakes, CA 93546 ("Licensor").

1. **Grant.** Licensor hereby grants to Starbucks, its subsidiaries, affiliates, and joint venture partners (collectively, "Licensees") the unlimited, worldwide, perpetual, unending rights to use and display the Dave McCoy photographs and quotes as identified in Exhibit A and incorporated herein by reference (the "Materials") at the Starbucks Store located at 1 Sierra Park Road, Mammoth Lakes, CA 93546 (the "Location"). In addition to rights stated above, Starbucks shall have the right to remove the Materials at its sole discretion and shall also have the right to photograph or film and to allow photography or filming of the Materials without further permission from Licensor. This grant shall be construed broadly.

2. **Consideration.** Starbucks is not paying a fee for the use of the Materials. In full consideration for the use of the Materials under this License, Starbucks is providing exposure by the display of the Materials at the Location.

3. **Intellectual Property Ownership.** Licensor shall retain ownership of all trademarks, copyrights, rights of publicity, and other intellectual property rights ("IP Rights") in and to the Materials. Notwithstanding the foregoing, Starbucks shall own any and all IP Rights in any products created by or for Licensees which incorporate the Materials, in whole or in part, in any form.

4. **Representations and Warranties.** Licensor represents and warrants that it has full right, power and authority to grant the rights set forth herein, including any IP Rights in or to the Materials, and that use of such Materials does not and shall not infringe on the rights of any third party.

5. **Indemnification.** Licensor shall indemnify, defend, and hold harmless Licensees, and the officers, directors, employees, agents thereof, from and against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, expenses (including but not limited to attorneys' fees and other legal expenses), taxes and other obligations (collectively, "Claims") made, at any time, by third parties and alleging or resulting from, directly or indirectly, an allegation of an act or omission by Licensor, or its contractors, agents or employees, with respect to the Materials, including, but not limited to, Claims relating to IP Rights in and to the Materials and any inadvertent use of the Materials outside of the grant set forth in Section 1.

6. **Benefit.** This License shall inure to the benefit of Licensees, as well as respective assigns and successors in interest. No further agreement, written or oral, or accounting between or among Licensees and Licensor is necessary to effect assignment or conveyance of the rights herein to such assigns and successors in interest.

7. **Limitation on Liability.** To the maximum extent permitted by applicable law, the parties acknowledge and agree that the other party shall not be responsible for any indirect, punitive or consequential loss or damage or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damage arising from or connected in any way to business interruption and whether in tort [including without limitation negligence], contract or otherwise for any amount or kind of loss or damage in connection with the Material, except that this section shall not be construed to limit in any way the provisions set forth in Section 4.

8. **Confidentiality.** During the relationship established by the License, Starbucks may communicate to Licensor certain information which Starbucks considers confidential or proprietary. Licensor will treat such information as required by the terms of the confidentiality and non-disclosure agreement in the form attached to this License as Exhibit B ("Confidentiality Agreement"), to be executed

by Licensor concurrently with the execution of this License. Any breach of the Confidentiality Agreement by Licensor or its agents shall be a breach of the License.

9. **Miscellaneous.**

(a) Integration and Severability. This License and all exhibits, schedules, and attachments, if any, constitutes the entire agreement of the parties and supersedes all prior agreements, whether oral or written, express or implied, between or among Licensees and Licensor regarding the subject matter hereof. If any term of this License conflicts with any other agreement executed by the parties in the course of performing this License, the terms of this License shall control unless the subsequent writing expressly contemplates an alteration of the terms of this License. If any portion of this License shall be declared void or unenforceable by any court or administrative body in any jurisdiction, then, for purposes of that jurisdiction only, such portion shall be deemed severable from the remainder of this License, which shall continue in all other respects valid and enforceable.

(b) Independent Contractor. Licensor and Starbucks are independent contracting parties and this License does not create the relationship of principal and agent, partners, joint venturers or employer and employee between Starbucks and Licensor. The parties shall have no authority to bind or otherwise obligate each other in any manner nor shall they represent to anyone that they have a right to do so.

(c) Counterparts. This License may be executed in one (1) or more counterparts, each of which shall constitute an original, but all together of which shall constitute but a single document. The transmission of an executed signature page by facsimile or electronic email shall be considered due and complete execution of this License.

(d) Governing Law. This License shall be governed by and construed in accordance with the laws of the state of Washington, without regard to any conflicts of law principles thereunder. The parties agree that the exclusive jurisdiction and venue for any disputes under this License shall be with the state and federal courts of King County, Washington.

The undersigned individual warrants that he/she is duly authorized and has all necessary approvals to execute this agreement.

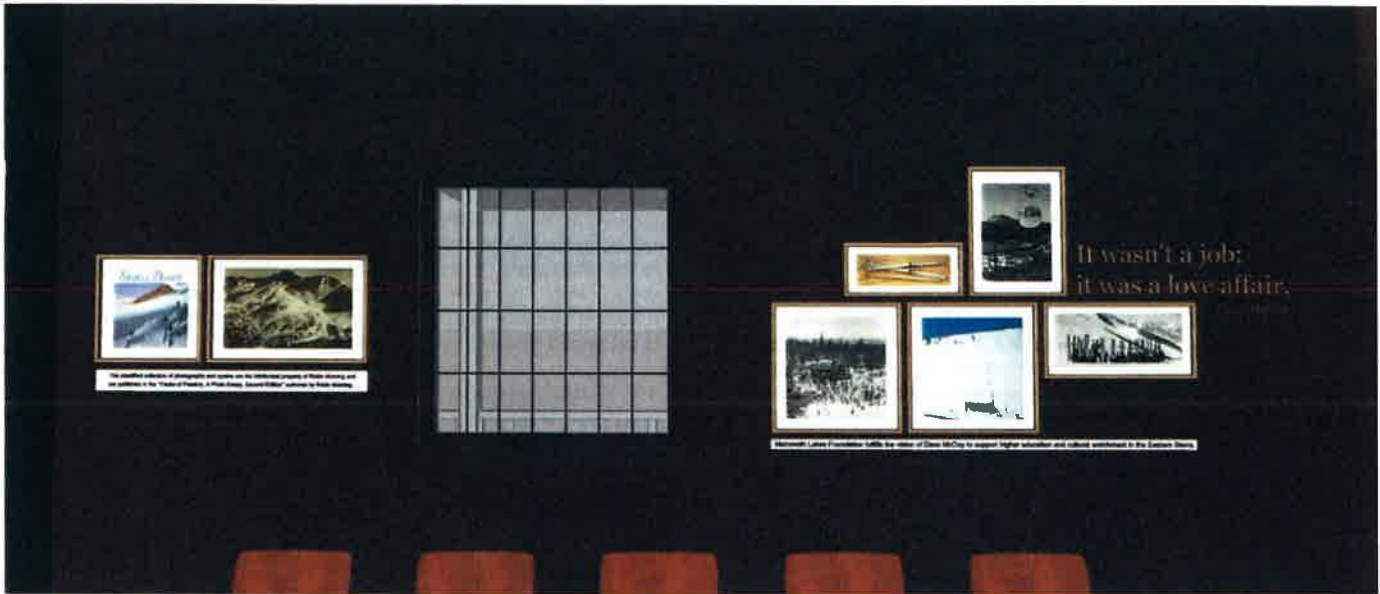
MAMMOTH LAKES FOUNDATION

STARBUCKS CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

LICENSE AGREEMENT
EXHIBIT A



This identified collection of photographs and quotes are the intellectual property of Robin Morning and are published in the "Tracks of Passion, A Photo Essay, Second Edition" authored by Robin Morning.

Mammoth Lakes Foundation fulfills the vision of Dave McCoy to support higher education and cultural enrichment in the Eastern Sierra.

**LICENSE AGREEMENT
EXHIBIT B
STARBUCKS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

1. PARTIES. This Confidentiality and Non-Disclosure Agreement ("Agreement") is between Starbucks Corporation ("Starbucks") and the undersigned entity ("Licensor"), each having the address set forth below.

2. BACKGROUND AND PURPOSE OF DISCLOSURE. Company and Starbucks are evaluating or are engaged in a business relationship (the "Project(s)"), during which STARBUCKS may disclose to COMPANY certain valuable confidential and proprietary information.

3. CONFIDENTIAL INFORMATION. Any and all information disclosed by Starbucks, its subsidiaries, affiliates, directors, officers, agents, or employees, which by its nature is considered proprietary and confidential, to Licensor in any manner shall be considered confidential information regardless of whether such information is specifically labeled as such, including, without limitation, confidential or proprietary business or financial information regarding Starbucks employees, contractors, agents or customers (such as names, addresses or account or credit card numbers) and Starbucks interest or involvement in the Project ("Confidential Information").

4. AGREEMENT TO MAINTAIN CONFIDENTIALITY. Licensor agrees to hold any Confidential Information disclosed to it in confidence, agrees not to use such Confidential Information except in connection with the Project and agrees to limit disclosure of Confidential Information to those employees, agents or other third parties necessary for the Project and who have agreed to be bound by the obligations herein. For purposes hereof, holding Confidential Information in confidence shall include the maintenance of physical and data security measures in accordance with applicable law or regulation and of a nature and scope to prevent unauthorized access to such Confidential Information.

5. EXCEPTIONS TO CONFIDENTIAL INFORMATION. Confidential Information shall not include any information which (a) was publicly available at the time of disclosure; (b) became available without breach of this Agreement by the Licensor; (c) was in Licensor's possession prior to disclosure, as evidenced by Licensor's written records, and was not the subject of an earlier confidential relationship with Licensor; (d) was rightfully acquired by Licensor from a third party who was lawfully in possession of the information and was under no obligation to Licensor to maintain its confidentiality; (e) is independently developed by Licensor without access to Confidential Information; or (f) is required to be disclosed by the Licensor pursuant to judicial order or other compulsion of law, provided that Licensor shall provide to Starbucks prompt notice of such order and comply with any protective order imposed on such disclosure.

6. EFFECTIVE DATE AND LENGTH OF OBLIGATION. This Agreement is effective as of the date of execution by Licensor and may be terminated by either party at any time upon written notice provided however that. Licensor's obligations under this Agreement shall extend for five (5) years from the date of such termination.

7. BREACH. If Licensor breaches the term(s) of this Agreement, Starbucks shall have the right to (a) terminate this Agreement and/or demand the immediate return of all Confidential Information; (b) seek to recover its actual damages incurred by reason of such breach, including, without limitation, its attorneys fees and costs of suit; (c) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement; and (d) pursue any other remedy available at law or in equity. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of Starbucks rights hereunder.

8. RETURN OF CONFIDENTIAL INFORMATION. At any time requested by Starbucks, Licensor shall return or destroy all documents, samples or other materials embodying Confidential Information, shall retain no copies thereof, and shall certify in writing that such destruction or return has been accomplished.

9. DISCLAIMER OF OTHER RELATIONSHIPS. This Agreement does not create a relationship of agency, partnership, joint venture or license between the parties. This Agreement does not obligate either party to purchase anything from or sell anything to the other party, and each party acknowledges the other party may enter into (a) other similar activities and/or (b) business relationships with third parties, provided no Confidential Information is disclosed or used by Licensor.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to conflicts of law principles. The parties hereby submit and consent to the jurisdiction of the federal and state courts of King County, Washington, for purposes of any legal action arising out of this Agreement.

11. AMENDMENTS. This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and cannot be canceled, assigned or modified without the prior written consent of Starbucks.

12. ENTIRE AGREEMENT AMENDMENTS. This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and cannot be canceled, assigned or modified except by the written agreement of both parties.

13. AUTHORITY; COUNTERPARTS. The individuals executing this Agreement on behalf of each party are duly authorized to bind such party. This Agreement may be executed in counterparts which, together, shall constitute a binding agreement of both parties.

MAMMOTH LAKES FOUNDATION

Signature: _____

Name:

Title:

Address:

Date:

STARBUCKS CORPORATION

Signature: _____

Name:

Title:

Address: 2401 Utah Avenue South, Seattle, WA 98134-1431

If Signer is (a) an individual, sign individual name and provide trade name, if any; (b) a partnership, one general partner must sign in the partnership name; or (c) a corporation, an officer must sign and include his/her title







“It wasn’t a job;
it was a love affair.”

—Dave McCoy

Mammoth Lakes Foundation fulfills the vision of Dave McCoy to support higher education and cultural enrichment in the Eastern Sierra.
The collection of photographs is displayed with permission from the City of Mammoth Lakes by the Eastern Sierra Foundation.



Mammoth Lakes Foundation fulfills the vision of Dave McCoy to support higher education and cultural enrichment in the Eastern Sierra.

*This collection of photography is excerpted with permission from **Tracks of Passion, A Photo Essay** by Robin Morning.*

Date: September 22, 2018

To: Mammoth Lakes Foundation Board of Director's

From: Robin Morning, Author of *Tracks of Passion, A Photo Essay of Eastern Sierra Skiing, Dave McCoy, and Mammoth Mountain*

Re: Historical Art at Starbuck's new location in Mammoth Lakes, California

This note is to confirm that, as author of *Tracks of Passion, A Photo Essay of Eastern Sierra Skiing, Dave McCoy, and Mammoth Mountain*, I give my permission to Starbuck's Coffee Company to exhibit in their new location in Mammoth Lakes, California, the historic photographic elements of *Tracks of Passion*, that Michelle Darmoka has requested in emails of August and September 2018.

**Mammoth Lakes Foundation
Executive Committee
Agenda Action Sheet**

Executive Committee Meeting Date: September 25, 2018

Date Prepared: September 23, 2018

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: Mammoth Lakes Foundation / McCoy Family Memorabilia Agreement

Strategy #2: Communication & Branding of the Foundation

Recommended Motion:

It is recommended that the Executive Committee review and consider approving the Agreement for Loan of Property for Museum Purposes between MLF and the McCoy Family Trust.

Background Information:

MLF CEO Evan Russell has been working with the McCoy Family to obtain the vast array of artifacts that are in the McCoy collection of trophies, plaques, and other memorabilia that is noted as the "property" in the attached document.

MMLF CEO Evan Russell will be presenting this item to the MLF Executive Committee at their meeting scheduled for Tuesday, September 25, 2018 starting at 4pm.

Funds Available: TBD

Account Number: TBD

Mammoth Lakes Foundations fulfills the vision of Dave McCoy to support higher education and cultural enrichment in the Eastern Sierra

AGREEMENT FOR LOAN OF PROPERTY FOR MUSEUM PURPOSES

THIS AGREEMENT ("Agreement") is made this 1st day of September, 2018, at the Town of Mammoth Lakes, County of Mono, State of California, by and between David R. McCoy and Roma B. McCoy, husband and wife, and as Co-trustees of the McCoy Family Trust dated August 8, 1986 ("McCoy"), and Mammoth Lakes Foundation, a California Nonprofit Public Benefit Corporation ("MLF").

Recitals

A. McCoy is the owner of an extensive collection of trophies, plaques, and other memorabilia (the "Property"). The Property inventory is listed and scheduled on Exhibit "A" attached hereto and made a part hereof.

B. To further the public benefit purposes of MLF, including depicting and displaying history and information on David R. McCoy and Roma McCoy as pioneers of skiing in the Eastern Sierra region of California, and as founders of MLF, the parties desire to display the Property at the primary location of MLF in the Town of Mammoth Lakes.

C. The Property will be loaned to MLF by McCoy pursuant to the terms and provisions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties agree as follows:

1. Loan of the Property. McCoy agrees hereby to loan to MLF the Property. Ownership of the Property shall remain at all times with McCoy.

2. Term of Loan; Termination. The term of the loan shall commence as of the date of delivery of the Property from McCoy to MLF and shall terminate on November 30, 2023. The date of delivery will be some time in the future and determined within the sole discretion of McCoy. A term year shall be defined as from December 1 to November 30. Upon expiration of the above first stated term of this Agreement, this Agreement shall be renewed automatically for succeeding terms of one (1) year each, unless either party gives written notice to the other at least ninety (90) days prior to the expiration of any term hereof of an intention not to renew this Agreement.

Notwithstanding the foregoing stated term provisions, (i) MLF may terminate this Agreement prior to the expiration of any term hereof, with or without good cause, by giving the other party sixty (60) days written notice of termination; and (ii) McCoy may terminate this Agreement upon a showing of good cause, including without limitation, the following occurrences or events: (a) A breach or default by MLF that is not cured within ten (10) days of receiving written

notice from McCoy; or (b) McCoy determines within its reasonable discretion that the Property is not being displayed within stated scope and objectives of this Agreement.

The foregoing termination provisions may apply to all or any part of the Property. Should any termination apply to less than all the Property, this Agreement shall remain in effect as to all remaining Property.

3. Return and Surrender of the Property. Upon termination of this Agreement as to all or any part of the Property, the applicable Property shall be returned to McCoy or to its authorized agent or representative, with McCoy paying the transportation costs.

4. Care of Property; Insurance. MLF shall exercise the same reasonable care and reasonable business judgment in respect to the Property loaned under this Agreement as it does in safeguarding its own property and facilities, including providing adequate security coverage and systems to minimize the risk of theft or other loss. MLF at its sole cost and expense shall include the Property within the scope of property insurance covering and insuring the property and assets of MLF; provided that, there is no added cost to MLF specific to the Property.

5. Change of Address or Ownership. Pursuant to California Civil Code section 1899.4(a), it is the responsibility of McCoy as owner of the Property on loan hereby to notify MLF promptly in writing of any change of address or change in ownership of the Property. Failure to notify MLF of these changes may result in the loss of rights in the Property in accordance with applicable Code provisions.

6. Notice of Intent to Preserve Interest in the Property. McCoy may file with MLF a notice of intent to preserve an interest in the Property, as provided in California Civil Code section 1899.5. The filing of a notice of intent to preserve an interest in the Property does not validate or make enforceable any claim that would be extinguished under the terms of this Agreement, or that would otherwise be invalid or unenforceable.

7. Photographs and Videos. Unless MLF is notified in writing to the contrary by McCoy, it is understood that the Property may be photographed and reproduced publications and for publicity purposes by MLF.

8. Designated McCoy Agent and Representative. Gary McCoy is the designated agent and representative of McCoy with full authority to act for and on behalf of McCoy.

9. Notices. Any notices to be given by either party to the other shall be in writing and shall be transmitted either by (1) personal delivery, (2) mail, registered or certified, postage prepaid with return receipt requested, (3) by an overnight delivery service (e.g., Federal Express), or (4) by email or facsimile transmission with a confirmation copy by regular mail, first class postage prepaid. Overnight delivery or mailed notices shall be addressed to the parties at the addresses listed below. Facsimile notices shall be transmitted to the telephone numbers listed below. Each party may change that address and facsimile telephone number by giving written notice in accordance with this paragraph. In the event of any mailing, notice shall be deemed given on the 3rd day after deposit. The addresses and facsimile telephone numbers of the parties are as follows:

Mammoth Lakes Foundation
Attn: Rich Boccia, Executive Director
PO Box 1815 (for US Mail)
100 College Parkway (for private carrier e.g., Federal Express, UPS)
Mammoth Lakes, CA 93546
Facsimile Telephone No.: _____
Email: rich@mammothlakesfoundation.org

McCoy Family Trust
(Attn: Gary McCoy and Tony Romo)
c/o BMi Management
136 Edwards Street
Bishop, CA 93514
Facsimile Telephone No.: _____
Email: (tony@bmifo.com)

10. Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

11. Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto and contains all of the covenants and agreements between the parties. No other agreements, representations, inducements, or promises, not contained in this Agreement, or made a part of this Agreement, shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged.

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

13. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14. Law Governing Agreement; Exclusive Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Exclusive venue for any legal action or proceedings shall be Mono County, California.

15. Attorney Representation. McCoy has retained the Law Offices of David S. Baumwohl, A Professional Corporation to advise it in connection with the negotiation and execution of this Agreement. MLF has retained the Law Offices of Michael J. Bornfeld, A Law Corporation to advise it in connection with the negotiation and execution of this Agreement.

16. Joint Preparation. This Agreement shall be deemed to be jointly prepared by all parties hereto. In connection therewith, the provisions of California Civil Code Section 1654 shall not be deemed applicable in the event of any interpretation of this Agreement.

17. Execution of Documents. Each party shall execute all documents reasonably necessary to carry out the terms and provisions of this Agreement.

18. Remedies. Enforcement of any provision of this Agreement shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate any promise, covenant, or condition contained herein, either to restrain violation, compel action, or to recover damages. Any and all remedies provided by this Agreement, operation of law, or otherwise, shall be deemed to be cumulative, and the choice or implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided for herein, by operation of law, or otherwise.

19. Facsimile Signatures; Counterparts. Facsimile signature pages shall be deemed original signature pages and shall be admissible as the same in a court or other tribunal as though such were originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

* * * End of Text * * *

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

McCOY FAMILY TRUST

DAVID R. McCOY
Co-Trustee

ROMA B. McCOY
Co-Trustee

MAMMOTH LAKES FOUNDATION

RICH BOCCIA
Executive Director

**Mammoth Lakes Foundation
2018 – 2019 Calendar of Events**

| Event / Program | Location | Date | Time |
|---|--|-------------------------|-------------------|
| Capital Campaign Steering Committee | MLF Library | July 9 | 3:30 PM |
| MLF Food & Wine Experience | Edison Theatre, The Village & Sierra Nevada Resort | July 12 - 14 | 5pm to 8pm |
| Much Ado About Shakespeare Summer Camp for Kids | Edison Theatre | July 16 - 27 | Day Program |
| Much Ado Performance of A Midnight Summer's Dream | Edison Theatre | July 27 | 6:00 PM |
| MLF / CCCC Welcome Back BBQ | South Gateway Apartments | August 16 | 5:00 PM |
| Dave McCoy Birthday | Dave Scholars Campaign | August 24 | All Day |
| Dave McCoy Golf Classic | Sierra Star Golf Course | August 26 | 8:00 AM |
| John Muir Presentation | Edison Theatre | August 31 – September 2 | Evening & Matinee |
| Capital Campaign Steering Committee | MLF Library | September 10 | 1:00 PM |
| Capital Campaign Advisory Board Reception | MLF Library – choice options for invitees | September 11 or 13 | 5:30 PM |
| Dreamscape | Edison Theatre | September 19 - 22 | Multiple |
| MLF Executive Committee Meeting | MLF Library | September 25 | 4:00 PM |
| Capital Campaign Advisory Board Reception (if needed) | MLF Library | September 26 | 5:30 PM |
| Dave's Scholars Brunch | The Warming Hut | September 28 | 10:00 AM |
| Hot Havana Nights Joint Fundraiser MLRT & MAC | Polo Event Center | September 29 | 6:00 PM |
| MACC PAT Update | MLF Theater | October 3 | 10:00 AM |
| Capital Campaign Steering Committee | MLF Library | October 8 | 1:00 PM |
| Theatre for Young Audiences Elementary Schools | Edison Theatre | November 5 - 11 | Multiple |
| Dave's Scholars Brunch | MLF Library | October 26 | 10:00 AM |
| MLF Board of Directors Meeting | MLF Library | October 27 | 8:30 AM |
| Friends of the Foundation Dinner | Jimmy's Taverna | November 3 | 5:30 PM |
| MLF Annual Appeal | Annual appeal | November 22 | 5:00 PM |
| Giving Tuesday | We Love Mammoth Lakes Foundation | November 27 | All Day |
| Dave's Scholars Brunch | MLF Library | November 30 | 10:00 AM |
| MLF End of the Year Annual Campaign | Annual appeal to the community | November 30 | 5:00 PM |
| Capital Campaign Steering Committee | MLF Library | December 10 | 1:00 PM |
| Poetry Out Loud | Edison Theatre | December 15 | 7:00 PM |
| Neil Simon's Barefoot in the Park | Edison Theatre | Dec 20 – Jan 6 | Multiple |
| Capital Campaign Steering Committee | MLF Library | January 14 | 1:00 PM |
| A Co-Production with Sierra Classic Theatre of A Staged Reading of Three Tall Women | Edison Theatre | January 19 & 20 | Multiple |
| Dave's Scholars Brunch | MLF Library | January 25 | 10:00 AM |
| MLF Executive Committee Meeting | MLF Library | January 29 | 4:00 PM |
| Capital Campaign Advisory Board Reception | MLF Library | January 30 | 5:30 PM |
| Capital Campaign Steering Committee | MLF Library | February 11 | 1:00 PM |
| Suite Surrender | Edison Theatre | February 7 - 17 | Multiple |

| | | | |
|---|---|--------------------|----------|
| Dave's Scholars Brunch | MLF Library | February 22 | 10:00 AM |
| Wed speaker series | Edison Theatre | Every Wed in March | 7:00 PM |
| Tahoe Film Festival | Edison Theatre | March 8 & 9 | 7:00 PM |
| Capital Campaign Steering Committee | MLF Library | March 11 | 1:00 PM |
| Capital Campaign Advisory Board Reception | MLF Library | March 27 | 5:30 PM |
| Dave's Scholars Brunch | MLF Library | April 5 | 10:00 AM |
| Capital Campaign Steering Committee | MLF Library | April 8 | 1:00 PM |
| MLF Executive Committee Meeting | MLF Library | April 30 | 4:00 PM |
| Dave's Scholars Brunch | MLF Library | May 3 | 10:00 AM |
| Cerro Coso Graduation | Cerro Coso Bishop Campus | May 3 | 5:00 PM |
| Capital Campaign Steering Committee | MLF Library | May 13 | 1:00 PM |
| ML Film Festival | Multiple Venues | May 22 - 26 | Multiple |
| Mammoth High School Awards Ceremony | Mammoth High School Multi-Purpose Room | June 7 | 8:00 AM |
| Capital Campaign Steering Committee | MLF Library | June 10 | 1:00 PM |
| MLF Executive Committee Meeting | MLF Library | June 26 | 4:00 PM |