



## 2010 Spring Application

### APPLICANT INFORMATION

#### ORGANIZATION

**Name of Organization:** Eastern Sierra Agility Group (ESAG)  
**Type of Organization (non-profit, HOA, Govt.):** Informal Recreational Group (Non-profit)  
**Contact Person:** Linda Fuller  
**Organization's Address:** P.O. Box 7628, Mammoth Lakes  
**State / Zip:** California 93546  
**Office Phone Number:** 760.399.2959  
**Email Address:** rednumbr@aol.com  
**Internet Address:**

#### PROJECT CONTACT PERSON

**Name:** Linda Fuller  
**Mailing Address:** 48-891 Washington St., La Quinta  
**State/Zip:** California 92253  
**Home Phone Number:**  
**Mobile Phone Number:** 760.399.2959  
**Email Address:** rednumbr@aol.com

### PROJECT SUMMARY

- 1. Name of Project:** Mammoth Dog Agility Trial
- 2. Project Category:** Recreation
- 3. Project Type** Implementation/Construction If **Other** please describe:
- 4. Measure R Funds Requested:** \$ 8,500 \*  
\*This amount should be the same as requested in the application.

# PROJECT APPLICATION

## SECTION 1 - PRELIMINARY QUALIFICATIONS:

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- 1. Why this project is considered urgent? Please describe in detail why this project was not submitted during the Fall 2009 application process?**

The Eastern Sierra Agility Group had just begun the process of becoming a sanctioned dog agility club. This is required to host an agility trial. The process involved an internal reorganization of the group and a determination as to the overall sanctioning and trial costs. The entire process was not completed until December of 2009 causing ESAG to miss the October 2, 2009 application filing deadline.

- 2. Does the project live within the Draft Parks and Recreation Master Plan and/or the Draft Trail System Master Plan?**

YES

If YES, please cite (page # & Section #): Our contracted agreement with the Town of Mammoth allows us to use two of the ball fields at the Whitmore Recreation Area for summer and fall agility practice. Pages 14-15 and 20 of the Draft Parks and Recreation Master Plan discuss Whitmore's usage and reserve capacity.

- 3. Does the project meet the "Principles and Priorities" established by the Tourism and Recreation Commission for the Spring 2010 Measure R funding cycle?**

YES

If YES, please cite: Part of the vision of the Town's parks and recreation is to provide a broad array of recreational activities that are accessible to all residents and visitors. The goal of our group is to provide dog owners the opportunity to participate in the sport of dog agility whether they live in town or are visitors to the area.

- 4. Describe your project's/service conceptual plan including size, scope, context/type, design specifications, use, and budget, or budget document. (This should be an attachment to the application titled: "Project Concept Plan.")**

Summary: ESAG's goal is two-fold: (1) make dog agility available to any resident who wants to participate in the sport and (2) bring visitors to our area as participants in an agility trial. Please see "Eastern Sierra Agility Group Concept Plan" attached at the end of this document.

## SECTION 2 - PROJECT DESCRIPTION

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### 1. Project Location

**A. If your project is Development/Design, Implementation/Construction, or Maintenance/Operational, what is the location of your project?**

Whitmore Recreation Area - Ball Field #3

**B. If your project is Contractual Services where will your services be provided?**

n/a

### 2. Do you have approval to use the location identified in this application?

YES

If YES, Please provide documentation of approval : Please see the Facilities Use Agreement attached to this application.

If NO, describe how and when you will secure this approval?

### 3. Provide the costs for each phase of your project or service. (Where applicable)

**A. Development/Design:**

**B. Implementation/Construction:** \$8,500 Please see the list of equipment included in the "Concept Plan" attached to this application.

**C. Maintenance/Operation:**  
(anticipated annual costs)

**D. Contractual Services:**  
(define length of contract)

### 4. Provide the estimated timeline for each phase of your project or service. (Where applicable)

**A. Development/Design:**

**B. Implementation/Construction:** The trial is a two-day event. Preparation begins months in advance of the trial date.

**C. Maintenance/Operation:**

**D. Contractual Services:**  
(define length of contract)

### 5. Based upon your project type ("Project Summary" Question 3) who is/will be responsible for maintenance and operation upon completion of the project/service?

Eastern Sierra Agility Group is responsible for the set up of the trial, for its operation over the weekend of August 21-22, and for the take down of all equipment when the trial is completed.

**6. Will there be volunteer hours used for any phase of your project?**

YES

If YES, please identify which phase, how many hours and the value of those hours: The hosting and operation of the trial is done exclusively through volunteer efforts. The volunteers consist of ESAG members and trial participants

**7. Have any public funds (Town Funds) been previously committed to this project/service or project site?**

NO

If YES, please list:

**8. Is Measure R your only funding source for this project/service?**

NO

If NO, provide amount and source of additional funds(You will be required to provide proof of this funding) ESAG members spend small amounts of out-of-pocket money to repair existing equipment and buy some of the smaller inexpensive equipment. Monthly dues are used for the rental of the practice field.

**9. Is your project/service going to have an impact on existing use in the location you have identified?**

(Please Describe)

ESAG's dog agility trial is scheduled in late August after the baseball season is over. There is no conflict or impact on ball field #3 at Whitmore.

**10. Who is the long term owner of the project/service?**

Eastern Sierra Agility Group

**11. Describe your plan for how the Town of Mammoth Lakes will manage/maintain oversight of this project/service?**

ESAG enters into contract with the Town of Mammoth Lakes each year for the use of two ball fields at Whitmore -- one for twice per week practices and Ball Field #3 for an August agility trial. The Town reviews our contract on a yearly basis and makes changes as needed.

### **SECTION 3 - PROJECT BENEFITS**

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**1. Describe how your project/service provides a community benefit to the residents and visitors of Mammoth Lakes?**

Part of the vision of the Town's parks and recreation is to provide a broad array of recreational activities that are accessible to all residents and visitors. ESAG is part of that vision and has a goal that is two-fold: (1) make dog agility available to any resident who wants to participate in the sport by offering classes and training sessions and (2) bring visitors to our area as participants in an annual agility trial.

**2. Describe the targeted users of your project/service? (Include numbers of participants)**

Instruction: Classes would be open to all interested residents. Novice classes have 6 – 8 participants and run for six weeks. Classes are offered according to demand.

Competition Group: This group has been functioning for four years and currently has 12 members and 17 dogs.

Agility Trial Entrants: 40 – 50 competitors with approximately 65 dogs.

**3. Is it available for limited or year round use? (Please describe the use.)**

Limited use -- Whitmore Recreation Area is closed in the winter

**4. Describe the economic benefits of your project/service.**

Resident Benefits:

A.Those interested in an activity to do with their dogs, will have a place to learn the basics of the sport.

B.Those already involved in the sport will have a location and equipment in which to practice and improve their skills.

Visitor Benefits:

A.Sponsoring and hosting an agility trial in Mammoth will bring competitors from other areas to our Town.

B. Out of towners would come to a trial in Mammoth and make it part of a longer vacation.

**5. Please provide any additional information you would like the Tourism and Recreation Commission to consider when reviewing your application.**

Submittal Deadline: Wednesday, April 28, 2010; 12 Noon



April 14, 2010

Tourism and Recreation Department  
2520 Main Street/PO Box 48  
Mammoth Lakes, CA 93546

Dear Colleagues,

All of us connected to the Eastern Sierra Agility Group are pleased to submit this application for Measure R funding for a Mammoth Dog Agility Trial. We believe this project will be a new recreational opportunity for our residents and will also provide a high-quality experience for visitors.

The Eastern Sierra Agility Group looks forward to this application process and is happy to discuss with you any questions you might have regarding our project.

Thank you,

Linda Fuller  
Eastern Sierra Agility Group

April 14, 2010

Tourism and Recreation Department  
2520 Main Street/PO Box 48  
Mammoth Lakes, CA 93546

Dear Colleagues,

The attached Facilities Use Agreement was approved for the Eastern Sierra Agility Group's 2009 agility season. Our current 2010 agreement is being processed now and will be approved and signed by the end of April. We will be certain that you receive this updated copy.

Thank you,

Linda Fuller  
Eastern Sierra Agility Group



## FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT ("Agreement") is made and entered into this day: JUNE 11, 2009 at Mammoth Lakes, Mono County, California, by and between the **TOWN OF MAMMOTH LAKES**, a municipal corporation ("Town"), and **EASTERN SIERRA AGILITY GROUP** ("ESAG"), and is made with reference to the following:

### I. RECITALS

- A. Town leases certain improved real property located at 575 Benton Crossing Road, Mono County, California, commonly known as the Whitmore Ball Fields ("Whitmore Ball Fields") from the City of Los Angeles, Department of Water and Power and operates the Whitmore Ball Fields for multiple recreation purposes.
- B. ESAG is a recreational group engaged in dog agility activities on behalf of, and for the benefit of, its registered participants.
- C. Town and ESAG have negotiated this Agreement for the benefit of both parties and, in order to achieve such benefit, enter into this Agreement for such purpose.

### II. AGREEMENT

- A. **Recitals Incorporated.** The Recitals set forth above are incorporated into this Agreement as an operative part hereof.
- B. **Facilities Use.** During the term of this Agreement, and during the days and times set forth herein only, and subject to paragraph "E" hereunder, ESAG shall have the use of the following facilities Whitmore Ball Field #2 for training purposes Whitmore Ball Field #3 for the August 22 - 23 Agility Trial Event, restroom facilities, and parking lot ("park facilities") are part of this agreement. At its own expense, ESAG shall supply and be responsible for the security of their own equipment storage trailer.
- C. **Term of Agreement.** This Agreement shall commence JUNE 11, 2009 and shall continue to and including OCT 15, 2009 unless sooner canceled or terminated.
- D. **Consideration For Agreement.** As and for consideration for this Agreement, ESAG will pay Town the standard ball field rental fee of Ten Dollars (\$10.00) per hour used concurrently with execution hereof. This payment is to be made to the Tourism and Recreation Department by the First of every month during this Agreement.
- E. **ESAG use as a third party.** Town shall maintain exclusive and overriding

authority over operation of the Whitmore Ball Fields, subject only to the grant of use to ESAG as set forth herein. In addition, ESAG use shall be dependent on the Mammoth High School Baseball and Softball programs and Mono County Little League for the duration of their schedule of home games.

- F. **Compliance With Law.** ESAG shall follow all safety and maintenance requirements per the North America Dog Agility Council and as requested by the Town. In addition, the ESAG President shall meet with the Town's Parks Superintendent at least once before the program starts to discuss all safety and maintenance requirements.
- G. **Maintenance of Park Facilities.** Town shall be solely responsible for maintenance and repair of the park facilities. Notwithstanding the foregoing, ESAG shall be liable for, and shall reimburse Town for, all maintenance and repairs to the field and surrounding facilities which are the result of ESAG's negligence or misuse as mutually agreed to by the TOWN and ESAG. ESAG will be responsible for the clean up of trash in the dugouts and field during training sessions and events.
- H. **No Modifications or Alterations.** ESAG shall not modify nor alter the playing fields in any way without the prior written consent of Town.

**I. Assumption of Risk, Waiver, Release, Defense, Indemnity, and Hold Harmless:** ESAG, in consideration for being permitted by Town to use the park facilities, hereby does waive, release, and discharge damages for personal injury, death, or property damage which may occur during the hours and days of use assigned to ESAG, or which may hereafter accrue, as a result of the use of the park facilities during the hours and days assigned to ESAG. This release is intended to discharge, in advance, the Town, its officers, employees, and agents from any and all liability arising out of or connected in any way with ESAG's use of this facility, even though that liability may arise out of negligence or carelessness on the part of the Town, its officers, employees, or agents. It is understood that use of this facility involves an element of risk and danger of accidents and knowing those risks ESAG, its members, officers, and agents do hereby assume those risks.

ESAG agrees to defend, indemnify and hold the Town, its officers, employees, and agents free and harmless from any loss, liability, damage, cost, or expense which may be incurred as the result of the death or any injury or property damage that may be sustained by a member of ESAG or the public using the park facilities during the hours of use as assigned to ESAG.

**J Insurance.** Prior to the signing of this Agreement, ESAG will have provided and Town will have reviewed ESAG's insurance in order to determine the adequacy thereof. ESAG shall:

1. Maintain, at a minimum, general liability insurance coverage of \$1,000,000.00.

2. Maintain such insurance in effect during the term of this Agreement.
3. Have the Town of Mammoth Lakes, its officers, employees, and agents named as additionally insured under all of such insurance prior to exercising any rights under this Agreement and provide Town with a certified copy of the rider or modification affecting such requirement. ESAG shall also deliver a copy of all such policies to the Town concurrently with execution of this Agreement.
4. All of ESAG's insurance policies shall be amended to provide that such policies shall not be terminated or canceled or coverage reduced or limited without at least thirty (30) days prior written notice to Town.
5. The provisions of this section, J. Insurance, may be waived with the sole approval of the Town's Risk Manager.

**K. Waivers.** ESAG shall require all participants to sign a medical release and release of liability form before the season begins. Said release form shall name both ESAG and TOWN and shall be reviewed and approved by the Town before distribution to participants

**L. Utilities.** Town shall furnish and pay for all utilities arising from ESAG's use of the Whitmore Ball Field facilities.

**M. Right of Entry.** Town, its officers, employees, and agents shall have the unrestricted right to enter and remain upon the premises for purposes of inspection, maintenance, and repair.

**N. Program Operation.** ESAG may operate their program during the following days and times, which may be changed or altered by agreement of the parties hereto.

Dates & Times	Program	Day
<b>May 26 – October 15, 2009</b>	Ball Field #2	
9:00 a.m. – 11:00 a.m.	Agility Training	Tuesdays
4:30 p.m. - 6:00 p.m.	Agility Training	Thursdays
9:00 a.m. – 11:00 a.m.	Agility Training	Sundays
<b>August 22 and 23, 2009</b>	Ball Field #3	
7:00 a.m. – 5:00 p.m.	Agility Trials	Sat and Sun

**O. Unilateral Termination.** Either party may terminate this Agreement at any time without cause by written notice given to the other.

**P. Notices.** Should any notice be required, such notice shall be in writing and shall be delivered either in person at the normal offices of the other party, or, in the alternative, it may be given by depositing such notice in the United States mail, postage fully prepaid thereof, and addressed to the parties as follows:

**Town of Mammoth Lakes:**

C/o Danna Stroud  
Tourism and Recreation Director  
Post Office Box 48  
Mammoth Lakes, CA 93546

**Eastern Sierra Agility Group:**

C/o Linda Fuller, President  
Post Office Box 7628  
Mammoth Lakes, CA 93546

**Q. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**R. Entire Agreement.** This document contains the entire agreement between each of the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect, unless there is a subsequent modification in writing signed by the parties hereto or their successors in interest.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures hereunder effective on the date first above written.

**Town of Mammoth Lakes:**

**Eastern Sierra Agility Group:**

By: Danna Stroud  
Danna Stroud,  
Tourism & Recreation Director

By: Linda Fuller  
Linda Fuller,  
President

Date: 6/16/09

Date: 6/11/09

**Please include a copy of insurance naming the Town of Mammoth Lakes as an additional insured.**

# Eastern Sierra Agility Group Concept Plan

## Mammoth Dog Agility Trial



# Eastern Sierra Agility Group



*What is this sport? Dog agility is a sport that demands a keen interaction and teamwork between owner and dog. The team is required to negotiate an obstacle course – the handler’s responsibility is to direct the dog on a predetermined path and it is the dog’s job to perform the obstacles presented in front of him.*

\* \* \* \* \*

The Eastern Sierra Agility Group started in 2006 as a small group of dog agility enthusiasts – three people to be exact! Through word-of-mouth, competitive training seminars, and beginning agility classes offered by local dog trainers, ESAG has grown to 12 full-time members and 18 dogs. As summer nears and agility classes and seminars are continued to be offered, these numbers are expected to increase.



For several years, it has been the Eastern Sierra Agility Group’s goal to hold a NADAC Agility Trial in the Mammoth Lakes area. We teamed up in August of last year with a club from Reno and hosted the first trial in this area. We provided the field location at Whitmore Recreation Area plus the volunteer manpower, and the Reno club provided the equipment and expertise. The following is an excerpt from an activity wrap-up report written for the Tourism and Recreation Department.

# Mammoth Agility Trial 2009 Wrap Up Report

The Eastern Sierra Agility Group partnered with mdt/Agility Ability from Reno, Nevada and hosted its first NADAC Dog Agility Trial on August 22-23, 2009. Whitmore Ball Park, with its outstanding fenced-in grass field and spectacular views of the Eastern Sierra, was an immediate hit with all the competitors. Those not familiar with the Mammoth area were awestruck by its beauty.



The August trial was small and informal . . . this seemed to suit all those in attendance. Many of those that came to Mammoth Lakes came with the idea of combining a short vacation-getaway with a fun agility trial. Because there were 225 runs per day rather than the full trial number of 500, the entrants were able to complete their competition by early afternoon. This left the rest of the day to explore the surrounding area. Some of the activities that were enjoyed were a walk around Convict Lake, a drive to Lake Mary, a swim at the Whitmore Pool, off-road riding above McGee Creek, shopping in town, and just relaxing with friends outside the tent at the field.

The Eastern Sierra Agility Group would like to make an agility trial in August an annual event. We know that those that ventured to Mammoth this year have already told all of their friends about the great time they had and are hoping to return to the area again next year.



It's now our turn to jump in this August and host a trial of our own in Mammoth! We have done our preliminary work to sanction our club, secure a location, and have received approval from the North American Dog Agility Council (NADAC) to hold an agility trial.



We now need equipment that meets the specifications outlined by NADAC. Over the years, we have acquired practice equipment through donations from individual members, and though this equipment works well for training sessions and introductory classes, the equipment will not meet the specifications required for an official trial. It is ESAG's hope that a portion of the Measure R Funding would go towards the purchase of approved equipment. The following would be needed:

- ◆ \$1800 . . . . . 7 tunnels
- ◆ \$3000 . . . . . 16 jumps
- ◆ \$800 . . . . . 2 sets of weave poles
- ◆ \$2500 . . . . . 1 electronic timer
- ◆ \$400 . . . . . 4 EZ up shelter tents

**Total: \$8,500**

