

CONSULTING AGREEMENT

And

AUTHORITATION TO PROCEED (ATP)

Mammoth Lakes Trail System Website Enhancement Project

Amendment #3

September 5, 2013

Between: Town of Mammoth Lakes (Town)
P.O. Box 1609
Mammoth Lakes, CA 93546

And: John Wentworth (Consultant)
Mammoth Lakes Trails and Public Access (MLTPA)
P.O. Box 100 PMB 432
Mammoth Lakes, CA 93546

Amendment #1 directed the Town and MLTPA to enter into an agreement for the allocation of remaining funds to create the final New Web Page work product outlined in the original Consultant Agreement.

Amendment #2 directed MLTPA to perform the following consultant services:

1. New Web Page Production: 112 pages
2. Lump Sum Compensation for 112 New Web Pages: \$16,000.00

Amendment #3 is directing MLTPA to deliver 78 additional new web pages, at no additional cost to the Town, within 90 days of the Town's issuance of an Authorization to Proceed (ATP). MLTPA shall work from the inventory of candidate pages reviewed by the Town and the United States Forest Service to produce 78 additional new web pages for production. The specific 78 additional web pages are represented in the attached "Final Web Pages Production List - Revised", and include:

- 13 new "Trail" website pages
- 4 new "Destination" website pages
- 7 new "Activity" website pages
- 21 new "Experience" website pages for New Activities Pages
- 5 new "Experience" website pages for Existing Activities Pages
- 28 new "Experience" website pages for additions to the inventory of Existing Activities Pages

3. New Web Pages

- a. All new pages created under this agreement will be developed and produced consistent with existing and like pages currently existing on the MLTS website.

4. Review of Draft Pages

- a. The Town is entitled to a single set of changes to each draft web page submitted by MLTPA to the Town. Changes will only be made to the new content created by MLTPA per this agreement and scope of work.
- b. Requests for changes from the Town will be submitted in written form and may represent the comments of MLTS Website Partners.
- c. The Town will serve as the single point of contact on behalf of the MLTS Website Partners. MLTPA looks forward to meetings and discussions with all the MLTS Website partners, but is under no obligation to compel 3rd parties to perform.
- d. The Town and MLTPA shall agree to changes in writing before any work is undertaken to implement the changes.
- e. Any and all changes made to the new web pages will be made consistent with the design, format, intent and content of the existing pages on the MLTS website.
- f. Draft web pages will be delivered to the Website Partners (TOML, USFS, & MLT) for review.

Where possible, pages will be delivered per category (Trails, Destination, etc.). Pages will be delivered as complete non-public web pages. The Partners will be provided log-ins and password for access to the draft pages for review.

- i. The Partners will review draft web pages in a timely manner.
- ii. The Town shall provide comments on behalf of itself and the Partners - should it so choose - within 14 days of delivery of draft pages for review. If no comment is received from the Town within 14 days, additional funds may be required to complete the work.

5. Spatial Data

- a. All spatial data (GIS data) is derived from Agency corporate data sets (Town of Mammoth Lakes, USFS, etc). MLTPA is not responsible for veracity of Agency corporate data. Any changes to corporate data sets are beyond scope of this agreement and shall be considered additional work.

TOWN Stuart Brown
 Recreation Manager
 Town of Mammoth Lakes
 P.O. Box 1609
 Mammoth Lakes, CA 93546

CONSULTANT MLTPA
 P.O. Box 100 PMB 432
 Mammoth Lakes, CA 93546

IN WITNESS WHEREOF, the parties have executed the Agreement Amendment and Authorization to Proceed (ATP) as of day and year first written above.

CONSULTANT

TOWN OF MAMMOTH LAKES



John Wentworth
CEO – MLTPA Foundation

Stuart Brown
Recreation Manager

Dated: _____

Dated: September 5, 2013