

## TOWN COUNCIL STAFF REPORT

Title: Amendment to agreement between the Town and Mammoth Lakes Trails and Public Access (MLTPA) increasing funding related to the Sierra Nevada Conservancy (SNC) Prop. 68 Grant for the Sustainable Recreation and Tourism Initiative (SRTI) project not to exceed

Meeting Date: October 6, 2021

Prepared by: Daniel C. Holler, Town Manager

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### **RECOMMENDATION:**

It is recommended that Council approve an amendment to the agreement between the Town and Mammoth Lakes Trails and Public Access Foundation (MLTPA) increasing the not to exceed compensation amount from \$375,000 to \$430,000 for work on the Sierra Nevada Conservancy (SNC) Prop. 68 Grant for the Sustainable Recreation and Tourism (SRTI) project.

### **BACKGROUND:**

The Town received a Sierra Nevada Conservancy (SNC) Prop. 68 Grant for the Sustainable Recreation and Tourism (SRTI) project in the amount of \$618,750. The term of the grant is July 11, 2019 to May 1, 2022. The budget was broken down by the following work programs:

Regional Recreational Stakeholder Engagement	\$60,000
Climate Adaptation and Resilience Assessment	110,000
Connection to Eastern Sierra Visitor Audience	125,000
Project Development and Prioritization	230,000
Project Management	74,250
Administrative Costs	<u>19,500</u>
Total	\$618,750

The Grant work was implemented through the use of the following consultants:

Mammoth Lakes Trails and Public Access (MLTPA)  
HighBar Global Consulting  
SMG Consulting  
Placeworks

The contractual work has gone well with the specific deliverables from the contractors complete or nearing completion. The initial work program was modified in March 2020 with the onset of the COVID-19 pandemic and the Tahoe area wildfires. The structure of meetings, taking public input, and working with the consultants and partners was modified

accordingly. The process did result in some savings (reduced travel costs, meeting expenses etc.). The change in process also placed additional work on the project management side and overall coordination of the work program. To meet these unanticipated challenges, which impacted most of the planned flow of work, we relied more heavily on MLTPA as the project management team on coordination follow up and communication. The amount of Town staff time was also reduced for administrative work during this timeframe. The increase in the not to exceed amount of \$55,000 will ensure the grant deliverables are complete and the full amount of the grant is utilized. No expenditures will be authorized in excess of the total grant amount.

### **ANALYSIS:**

They scope and type of work assigned to MLTPA was the same, but the work process and activity to manage the various elements has increased. As the project work nears completion and more effort is now going into working with regional partners on the project scope, follow up on the specific reports, conducting final public meetings and presentations, and looking to close out the grant next year, additional general project support is required. To this end, staff is recommending that grant savings in the various program areas be used for this purpose and the services of MLTPA used accordingly. The proposed contract amendment sets a new not to exceed amount. The total expenditures are limited to the grant amount.

The change in the not to exceed amount will support the remaining work and ensure the quality of the final deliverables. This will also consume the full amount of the grant.

### **Amended section 3.3.1. Compensation.**

It is recommended that the Town Council increase the not to exceed amount by \$55,000 from Three Hundred and Seventy-Five Thousand Dollars (\$375,000) to a not to exceed amount of Four Hundred and Thirty Thousand Dollars (\$430,000) provided that total grant expenditures including compensation to MLTPA does not to exceed \$618,750.

This section of the contract currently reads as follows with the proposed action amending the not to exceed amount and clarifying that all grant related expenses are not to exceed the total grant amount in section 3.3.1. The additional funding will support the direction to MLTPA on completing the work tasks, final reports, deliverables, and close out grant billings and reimbursement requests.

## **3.3 Compensation and Accounting.**

3.3.1 Compensation. The Town will provide Contractor, under the terms and conditions set forth herein, with the payments and process as provided in Exhibit B. Notwithstanding any provision hereof to the contrary, the total compensation provided to Contractor hereunder for implementation support for Sierra Nevada Conservancy Grant compensation shall not exceed Three Hundred and Seventy-Five Thousand Dollars without an amendment to this Agreement approved by Town Council.

**SUMMARY:**

Staff is recommending that the Town Council approve an amendment to the agreement between the Town and Mammoth Lakes Trails and Public Access Foundation increasing the not to exceed compensation amount from \$375,000 to \$430,000, limiting all grant expenditures to not exceed the SNC, Prop. 68 Grant award for the SRTI project amount and retaining all other provisions of the agreement. A draft amendment to the agreement is attached.

**AMENDMENT TO  
SERVICES AGREEMENT BETWEEN  
THE TOWN OF MAMMOTH LAKES AND  
MAMMOTH LAKES TRAILS AND PUBLIC ACCESS FOUNDATION**

*PARTIES:* The Town of Mammoth Lakes (“Town”) and Mammoth Lakes Trails and Public Access Foundation (“MLTPA”) (collectively, the “Parties”) hereby agree to enter into this First Amendment (“First Amendment”) to the agreement between the Parties dated \_\_\_\_\_ (“Agreement”) as set forth below. This First Amendment shall be effective as of October 7, 2021 (the “Effective Date”).

*AMENDMENT:* Section 3.3.1 of the Agreement is hereby amended to read as follows:

3.3.1 Compensation. The Town will provide Contractor, under the terms and conditions set forth herein, with the payments and process as provided in Exhibit B. Notwithstanding any provision hereof to the contrary, the total compensation provided to Contractor hereunder for implementation support for Sierra Nevada Conservancy Grant compensation shall not exceed Four Hundred and Thirty Thousand (\$430,000) without an amendment to the Agreement approved by Town Council and the expenditure of all grant funds for the SRTI project will not exceed the grant award amount of \$618,750. Expenditures by Contractor, other contractors and the Town will be monitored. Notwithstanding any other provision herein regarding compensation, the Town shall not be obligated to compensate Contractor in an amount that would cause total expenditures payable under the Sierra Nevada Conservancy Grant, including payments to other contractors, administrative expenses of the Town, and payments to Contractor to exceed \$618,750 in the aggregate.

*INCORPORATION OF FIRST AMENDMENT.* From and after the Effective Date of this First Amendment, wherever the term “Agreement” appears in the Agreement, it shall be read and understood to mean the Agreement as amended by this First Amendment. Except as modified by this First Amendment, the Agreement remains binding on the Parties according to its terms.

*COUNTERPARTS.* This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one fully executed First Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the Effective Date.

**TOWN OF MAMMOTH LAKES  
AND PUBLIC**

**MAMMOTH LAKES TRAILS  
ACCESS FOUNDATION**

By: \_\_\_\_\_  
Dan Holler  
Town Manager

By: \_\_\_\_\_

PrintedName: \_\_\_\_\_

Title:

\_\_\_\_\_  
*Attest:* \_\_\_\_\_  
Jamie Gray  
Town Clerk

By:

Printed Name:

\_\_\_\_\_  
Title: \_\_\_\_\_