# AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND ALTA PLANNING + DESIGN FOR THE PROVISION OF TRAILS PLANNING SERVICES FOR THE EASTERN SIERRA TOWNS-TO-TRAILS PLAN

### INTRODUCTION

WHEREAS, the Eastern Sierra Council of Governments (hereinafter referred to as "ESCOG") may have the need for the Trails Planning Services of Alta Planning + Design, Inc. (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

### **TERMS AND CONDITIONS**

### 1. SCOPE OF WORK.

The Contractor shall furnish to ESCOG, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by ESCOG to the Contractor to perform under this Agreement will be made by Elaine Kabala, whose title is: Executive Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon ESCOG 's need for such services. ESCOG makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by ESCOG under this Agreement. By this Agreement, ESCOG incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if ESCOG should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at ESCOG's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

### 2. TERM.

The term of this Agreement shall be from <u>November 1, 2022</u> to <u>December 31, 2026</u> unless sooner terminated as provided below.

### 3. CONSIDERATION.

- A. <u>Compensation</u>. ESCOG shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at ESCOG's request.
- B. <u>Travel and per diem</u>. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by ESCOG under this Agreement.
- C. <u>No additional consideration</u>. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from ESCOG, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits,

retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

- D. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by ESCOG to Contractor for services and work performed under this Agreement shall not exceed Three Hundred Twenty-One Thousand, Seven Hundred Sixty-Eight Dollars (\$321,768) (hereinafter referred to as "contract limit"). ESCOG expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- E. <u>Billing and payment</u>. Contractor shall submit to ESCOG, once a month, an itemized statement of all services and work described in Attachment **A**, which were done at ESCOG's request. This statement will be submitted to ESCOG not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, ESCOG shall make payment to Contractor on the last day of the month.

### F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, ESCOG will not withhold any federal or state income taxes or social security from any payments made by ESCOG to Contractor under the terms and conditions of this Agreement.
- (2) ESCOG will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, ESCOG has no obligation to withhold any taxes or payments from sums paid by ESCOG to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. ESCOG has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by ESCOG to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to ESCOG an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

### 4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by ESCOG. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with ESCOG to ensure that all services and work requested by ESCOG under this Agreement will be performed within the time frame set forth by ESCOG.

### 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to ESCOG. Contractor will provide ESCOG, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which

are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and ESCOG as to what licenses, certificates, and permits are required to perform the services identified in Attachment A. ESCOG reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

### 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. ESCOG is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

### 7. ESCOG PROPERTY.

- A. <u>Personal Property of ESCOG</u>. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by ESCOG pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of ESCOG. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.
- B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of ESCOG upon full payment to Contractor for services provided. At the termination of the Agreement, Contractor will convey possession and title to all such properties to ESCOG. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Contractor.

### 8. INSURANCE.

For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **C** and with the provisions specified in that attachment.

### 9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of ESCOG. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of ESCOG. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in ESCOG. No agent, officer, or employee of the Contractor is to be considered an employee of ESCOG. It is understood by both Contractor and ESCOG that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to ESCOG only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to ESCOG 's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of ESCOG.

### 10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify ESCOG and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) to the extent they are caused by the Contractor's negligence, recklessness, willful misconduct, errors, or omissions in the performance of work under this agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of ESCOG.

### 11. RECORDS AND AUDIT.

- A. <u>Records</u>. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.
- B. <u>Inspections and Audits</u>. Any authorized representative of ESCOG shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which ESCOG determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, ESCOG has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

### 12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

### 13. CANCELLATION.

This Agreement may be canceled by ESCOG without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to ESCOG.

### 14. ASSIGNMENT.

This is an agreement for the services of Contractor. ESCOG has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of ESCOG. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of ESCOG.

### 15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by ESCOG in a timely manner, or fails in any way as required to conduct the work and services as required by ESCOG, ESCOG may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, ESCOG will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

### 16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

### 17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of ESCOG. Any disclosure of confidential information by Contractor without ESCOG's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

### 18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

### 19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from ESCOG in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with ESCOG, or who has been an adverse party in litigation with ESCOG, and concerning such, Contractor by virtue of this Agreement has gained access to ESCOG's confidential, privileged, protected, or proprietary information.

### 20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

### 21. FUNDING LIMITATION.

The ability of ESCOG to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, ESCOG has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

### 22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

### 23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or ESCOG shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

**ESCOG** 

Eastern Sierra Council of Governments c/o Town of Mammoth Lakes Elaine Kabala, Executive Director 437 Old Mammoth Road, Suite 230 #1609 Mammoth Lakes, CA 93514

Contractor:

Alta Planning + Design, Inc. Attention: Contracts 711 SE Grand Avenue Portland, OR 97214

contracts@atlaplanning.com; timothybevins@altaplanning.com

### 24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

THIS DAY OF, _	HERETO HAVE SET THEIR HANDS AND SEALS
ESCOG	CONTRACTOR
By:Signature	By: Signature
Elaine Kabala, Executive Director	Emily Duchon, Vice President as duly authorized
Print or Type Name	Print or Type Name
Dated:	Dated:
APPROVED AS TO FORM AND LEGALITY:	
Counsel for ESCOG	
APPROVED AS TO ACCOUNTING FORM:	
ESCOG Fiscal Services	

### **ATTACHMENT A**

AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND ALTA PLANNING + DESIGN FOR THE PROVISION OF TRAILS PLANNING SERVICES FOR THE EASTERN SIERRA TOWNS-TO-TRAILS PLAN

TERM:

FROM\_November 1, 2022 TO: December 31, 2026

**SCOPE OF WORK:** 

# Scope of Work

We are flexible in our approach, project schedule, and budget and can refine as needed to meet the ESCOG's needs. While the sequencing of tasks is largely maintained per the RFP, some tasks have been reorganized to match their chronology within the planning process. Work will proceed as follows, and is assumed to be complete within 24 months:

### Task 1 - Pre-Production

### Task 1.1 Trails Plan Team Pre-Production

### PROJECT MANAGEMENT

At the commencement of the project, the Alta Team will host a project management meeting with ESCOG staff to review project goals and objectives, refine the project scope of work and task schedule, identify available data and additional data needs, establish communication channels with key stakeholders and agencies, discuss the public and stakeholder outreach strategy, develop project protocols and procedures, and develop, report, and plan format guidelines. Alta will work to provide a revised project timeline and scope based on this discussion. We envision the timeline document to be presented as a living document to be updated throughout the planning process. Throughout the duration of the project, Alta will host monthly project management meetings with ESCOG staff accompanied by regular coordination between Alta's Project Manager and the ESCOG Project Manager to keep all parties up-to-date on the development of the Final Plan. It is anticipated these meetings will be held via video conference unless otherwise specified.

The Alta Team is familiar with the Sierra Nevada Conservancy's (SNC) funding and reporting mechanisms, and will prepare administrative and reporting materials for ESCOG to in turn utilize in reporting to the SNC. This approach will enable ESCOG staff to focus on project vision and deliverables while ensuring that SNC's requirements are met.

### PROJECT KICKOFF

Following the initial project management meeting, the Trails Plan Team will host a kickoff meeting for regional land managers, regional tribes, and ESSRP partners to discuss project goals and objectives, anticipated timelines, roles and responsibilities, and next steps. It is anticipated that this will be a hybrid meeting, both virtual and in-person, with in-person location to mutually agreed upon by members of the ESSRP.



Alta maintains a Quality Assurance/Quality Control (QA/QC) system and strictly adheres to established business procedures. Our team employs a three-tier quality control system that includes: (1) peer review of materials, (2) independent review by principals, and (3) inhouse scheduling and management tools. The QA/QC process will be led by Alta's Principal-in-Charge, James Powell, PLA.

### Task 1.2 Communications Pre-Production

### VIRTUAL-FIRST APPROACH

Given the geographic distribution of project study areas, stakeholder locations, and staff/jurisdiction offices, the Alta Team envisions a virtual-first approach to our overall communications strategy. Over the past two years of facilitating public planning efforts during COVID-related gathering restrictions, the Alta Team has witnessed increased levels of turnout and participation utilizing virtual methods, which often present a lower barrier to entry, particularly for those that may work service-sector jobs or have child care responsibilities that would preclude them from in-person attendance. We are confident in the effectiveness of this approach for jurisdictional partners and communities within the study area given our Team's leadership in facilitating the SRTI's "Recreation Stakeholder" process and regional broadband capacity of Digital 395.

### **DEVELOP PROJECT BRAND**

Communication pre-production will begin with the development of a project brand, which will be utilized throughout the project materials, including maps, reports, the web portal, and the blaze program. The Alta Team's designers will work with ESCOG to arrive at a simple and distinctive look/feel that will permeate project deliverables. This effort will occur concurrent to the development of the project web portal.

### **ESTABLISH WEB PRESENCE**

During the first phase of this planning process, the Alta Team will establish a project web portal, which will serve as the central repository for project information, draft materials, and updates. The Alta Team will regularly update and share this site to keep stakeholders apprised of plan progress and how to share their input.

### **ESTABLISH OUTREACH PROGRAM**

To help provide guidance on how to present the outcomes of the plan to various groups and stakeholders, Alta will work with ESCOG to develop a communications toolkit delineating the materials, modes, and messaging related to the Trails Plan throughout its development. The toolkit will include guidelines and templates for web pages, emails, social media, advertisements/fliers, and similar outreach collateral associated with the Trails Plan's community engagement efforts.



Alta conducted a series of virtual workshops for Riverside Active Transportation Plan, Pedestrian Target Hardening Plan, Trails Master Plan and Complete Streets Ordinance.



Alta has developed interactive websites and graphics for multimodal projects across the Country. These websites serve as a portal to project information and provide opportunities for the public to better understand and engage with the work that is happening in their community. Project websites can be used to generate hundreds of public responses to topic questions related to public priorities, project goals, and safety concerns, and suggested improvements.



Alta excels at community outreach and engagement at public events and open house workshops. We create easy-to-understand project materials, and using them to help generate positive public support for our plans and projects.

### Attachment A Attachment A

# Task 1.3 GIS Data Collection & Development

Following the kickoff meeting, the Alta Team will develop a memo to request all relevant background documents, GIS and other available data needed to perform project analyses. Alta will work to utilize data included in the ArcGIS Digital Atlas, but we anticipate working with regional partners and local stakeholders to distill the most up-to-date geographic information on existing and proposed trail and related soft surface facilities. We will also leverage our knowledge of the Eastern Sierra, its trails networks, and its jurisdictions to summarize data pertinent to understanding existing gaps and potential opportunities to identify opportunities to connect Eastern Sierra gateway communities to one another as well as to the surrounding public lands. Where necessary, the Alta Team will meet with geospatial data partners and local stakeholders to clarify and acquire data and relevant planning documents.

### **DATA INVENTORY**

The Alta Team will work to integrate data from existing geospatial libraries into an updated trails atlas and prepare a series of base maps for the project. The inventory may include, though not be limited to, the following:

- Existing trail networks, including paved trails, natural surface trails, and unsanctioned/informal use trails
- · Previously proposed trail networks
- Existing and planned trail-related amenities such as trailheads, parking areas, interpretive elements, and bicycle facilities
- Existing and proposed transportation infrastructure, particularly at the interfaces between gateway communities and public lands
- · Existing regional transit infrastructure

In addition to this geospatial analysis, our Team will review previously documented stakeholder comments and anecdotal recommendations focused on trails and inter-regional connectivity gathered through the SRTI's "Recreation Stakeholder" process, and incorporate those findings into maps and documents as applicable.

When assembling this inventory, the Alta Team will work to optimize the trails atlas for consistency across data sources (i.e. consistent attribute data). Our familiarity with the study area and ongoing/upcoming trail building efforts, relevant datasets produced in support of past projects, and our relationships with other stakeholders and tribes will help our team establish a comprehensive understanding of existing conditions. This will, in turn,

help the project realize efficiencies as it relates to field verification/spot checks within this task, and ground truthing efforts in subsequent tasks.

### INITIAL TRAIL CONNECTIVITY ANALYSIS

Following the collection and standardization of relevant data sources, our Team will conduct an initial trail connectivity analysis, identifying opportunities, constraints, and a high-level vision for the overall Towns to Trails network within each county.

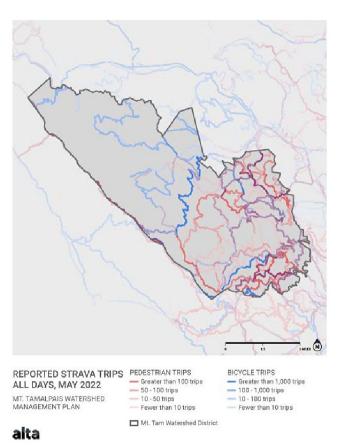
### FIELD VERIFICATION / SPOT CHECKS

Contingent upon need and weather conditions, the Alta Team will conduct field verification/spot checks to ensure that geospatial data accurately reflects on-theground conditions.

### SUMMARY MAPS AND MEMO

Following the aggregation and standardization of data, Alta will develop a set of maps identifying existing and proposed facilities, trail gaps, potential connections to local towns/gateway communities and associated trail amenities.

The Alta Team has used trail usage patterns to inform trail network connectivity, prioritization, and access decisions.

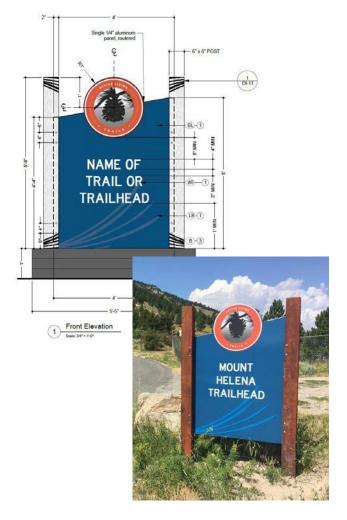


# Task 1.4 Documents of Authority Collection & Development

Based on the above geospatial and narrative inventory, a review of relevant planning documents and our Team's understanding of existing and proposed facilities throughout the Eastern Sierra, we will create documents of authority describing existing conditions as it relates to trail access and connectivity opportunities within each county included in the study area. These documents will establish a common foundation upon which to build throughout the subsequent collaborative planning tasks described below.

### Task 1.5 Blaze/Wayfinding Pre-Production

The Alta Team is well versed in the design and implementation of blaze/wayfinding systems, and our familiarity with the study area will help us develop an approach conducive to short-term implementation. Building upon the project branding developed under Task 1.2, Blaze/wayfinding pre-production will include research into analogous programs, concept design development, and the identification of candidate trails/locations for consideration in subsequent project phases.



### **Task 1 Deliverables**

- · ESCOG Project Kickoff Meeting
- · Data request, review, and compilation
- · Monthly Project Management Meetings
- Kickoff meeting hosted by Trails Plan Team for regional land managers, regional tribes, and ESSRP partners
- Production of project reporting documentation for ESCOG review/submission to SNC
- · Field verification/spot checks of data
- Establishment of a Web Portal
- · Establishment of Map/Document Library
- Outreach Strategy Memo
- · Plan and Policy Review Memo
- · Blaze/Wayfinding Best Practices Memo

# **Task 2 - Collaborative Planning - Initiation**

### Task 2.1 Collaborative Planning Initiation

The Alta Team will host a kickoff meeting for regional stakeholders and the general public to introduce the project and set expectations for the Trails Plan project and deliverables. This meeting will reinforce the vision of working collaboratively to identify alignments using primarily existing infrastructure that can both connect communities to each other and link communities and the visiting public to public lands.

Alta developed a comprehensive parks, trails, and on-street pedestrian and bicycle wayfinding package for the Helena area. Many of the elements have been implemented and have been true to the design concept.



### Attachment A Attachment A

## Task 2.2 County Stakeholder Team Establishment and Kickoff

In coordination with ESCOG staff and key project stakeholders, the Alta Team will establish stakeholder teams for connectivity planning in each county, and host kickoff meetings for each. We will leverage existing relationships with study area stakeholders to field well-informed teams capable of speaking authoritatively on project components. We envision these groups collaborating both internally, sharing local information and assessing potential alignments within their counties, as well as between each county stakeholder team, discussing overall trail network alignment, prioritization, funding, and implementation.

### Task 2 Deliverables

- Stakeholder and Public Kickoff Meetings (2)
- · Kickoff Meetings with each county (3)
- Recruitment and coordination for county stakeholder teams

# **Task 3 - Collaborative Planning Phase 1**

# Task 3.1 County Stakeholder Team Working Groups

The Alta Team will convene and facilitate up to four (4) stakeholder meetings per county, leveraging these group's expertise to inform the creation of synthesized and authoritative documentation and maps. Working collaboratively, the project Team will:

- Identify potential alignments including gaps in existing infrastructure using primarily existing infrastructure and reasonable and appropriate expectations for success
- Anticipate needs of environmental planning and decision-making
- Identify "on-the-ground" pilot projects for implementation

Throughout the collaborative planning phases and subsequent tasks, our team will seek out and recommend opportunities to implement sustainable and responsible ecosystem best management practices, and/or to test new approaches in pilot projects.



Alta regularly works diverse stakeholder groups to foster input, collaboration, and consensus on projects.

## TASK 3.1.1 STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT) ANALYSIS

As part of this phase of the collaborative planning process, the Alta Team will develop an opportunity and constraints analysis for the study area documenting key information such as:

- Pertinent topographic and biological information
- · Land ownership data
- Existing trail networks
- Existing trailheads, transit connections, and community destinations
- Barriers to the physical trail system, particularly near the town to public lands interface (e.g., distance to trails and trailheads, trail connectivity, transportation, safe crossings of roadways/highways, Americans with Disabilities Act [ADA] accessibility, etc.)
- Existing accessible trails and opportunities to expand accessible trail access
- Gaps in the existing trail system that may serve the Town to Trails program.
- Programmatic barriers (e.g., information/awareness, cost, comfort, safety, etc.)
- The political and legislative landscape surrounding potential alignments or specific project areas
- Opportunities for responsible ecosystem management, including forest fuel load reduction, nature-based solutions to climate change, rural workforce development, and ensuing economic benefits.

### **Environmental Data Review**

The Alta Team recognizes that the development of an implementable Towns to Trails network requires an intimate knowledge of the region as a whole as well as specific characteristics and factors that will affect long-term success and sustainability. To this end, our Team will conduct a desktop environmental review of available data, including natural and biological resources, cultural/archaeological resources, and hazardous areas surrounding potential alignments. Where relevant, our Team will also review available reports, studies, and investigations previously conducted by partner agencies. Particular attention will be paid to understanding the opportunities and constraints for natural resource management and protection as well as historical and cultural resources to be aware of. The Alta Team will discuss the following with county stakeholder teams, and review relevant data, as available:

- Initial impressions, identify priorities, and identify key datasets and any data gaps
- Identify core habitat, habitat fragmentation, and degradation; as well as existing wildlife corridors and landscape connectivity choke-points
- Trail planning best practices related to ecological sensitivity and benefits

### **Pilot Projects**

Critical to long-term success of the Town to Trails network will be the identification and implementation of short-term pilot projects. These will build momentum for the larger network, establish branding and wayfinding standards, and provide proof of concept for the feasibility of trail segments. As part of the Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis and stakeholder working groups, segments will be identified that can be considered part of the network with minimal physical and management interventions. Recommendations and immediate next steps will be identified in the SWOT Memo for up to three (3) pilot projects.

Alta will develop a Memo summarizing above data, analysis, and recommendations in draft and final format, and distribute to project stakeholders for feedback.

### Task 3.2 Report out to Regions

At the conclusion of this first phase of the collaborative planning process, the Alta Team will host progress update meetings for stakeholder agencies and the public in each county to report outcomes from county stakeholder teams, including potential alignments, the introduction of the blaze/wayfinding program, potential pilot projects for near-term implementation, establishing expectations for success, and next steps.

### Task 3 Deliverables

- Draft SWOT Memo
- Final SWOT Memo
- Presentations (3) to stakeholders/agencies/ public reporting back on county group outcomes (wayfinding, short-term alignments, pilot projects, and implementation steps)

# Task 4 - Collaborative Planning - Phase 2

# Task 4.1 County Stakeholder Team Working Groups

The Alta Team will continue collaborative planning efforts with each of the stakeholder teams, following up on items identified in the previous phase and addressing pertinent questions in order to further review and refine potential alignments, explore pilot projects, and evaluate input and recommendations from various constituencies.

As part of this phase, the Alta Team will leverage its geographic information system (GIS) and documents library in support of regional land management agencies' implementation of pilot projects, finalize branding and blaze/wayfinding components for pilot project areas, and begin assembling the Trails Plan document.

### Task 4.2 Report Out to Regions

At the conclusion of the second phase of the collaborative planning process, the Alta Team will host progress update meetings for stakeholder agencies and the public in each county, providing updates on potential alignments, the blaze/wayfinding program, pilot projects, establish expectations for success, and next steps.

### **Task 4 Deliverables**

- Facilitate county stakeholder sessions (four [4] per county, twelve [12] total)
- Materials for stakeholder sessions (maps and summaries of data and plan review from Task 3)
- Presentations (3) to stakeholders/agencies/public reporting back on county group outcomes (potential alignments, implementation/feasibility analysis, environmental considerations, Blaze/Wayfinding Plan)
- Summary Memo of the information presented above, with next steps identified for each county
- · Blaze/Wayfinding Plan and Program Document
- Identification of projects and alignments for Summer ground truthing efforts

# Task 5 - Ground Truthing & Draft Plan

Building upon alignment exploration and concept development as part of the collaborative planning phases, the Alta Team will turn its attention to following up on next steps identified by county stakeholder teams in Tasks 3 and 4, ground truthing trail network components where needed, and creating a Draft Trails Plan. As our Team develops the Draft Trails Plan, we will integrate responsible ecosystem management best practice findings and recommendations explored in Tasks 3 and 4, expanding upon lessons learned from pilot projects and the county stakeholder teams' experiences.

### Task 5.1 Ground Truthing and Data Verification

Though we anticipate addressing many/most alignment questions utilizing the expertise and resources of the county stakeholder teams in the previous phases, we expect that some areas (such as those identified for pilot projects/near-term implementation) may require additional ground truthing to make the most informed decision. Information gathered via these ground truthing efforts will be incorporated into alignment recommendations in the Draft Trails Plan, and will be leveraged in our Team's continued support of regional land management agencies as they evaluate and implement pilot projects. This task will also include efforts to verify any data that appears to be outdated or of lower accuracy via field work, aerial imagery, and comparison to like data sets. The outcomes of these findings will be summarized in memo format and shared with the county stakeholder teams prior to Task 5.2.

### Task 5.2 County Stakeholder Team Updates

Alta will conduct a meeting with each county stakeholder group to present an update on overall project progress, outcomes of ground truthing and data verification, and a high-level overview of the Draft Plan, including the blaze and wayfinding program. This meeting will allow county stakeholders to provide feedback on recent findings and confirm the general direction of the draft trails plan.

### Task 5.3 Draft Trails Plan

The Alta Team will prepare a Draft Trails Plan, providing recommendations focused on informing cross-jurisdictional collaboration for gap closures, and building on existing local and regional trail and active transportation plans for communities bordering public lands. Key components of the Draft Plan are anticipated to include:

- Summary of existing conditions including regional trail system networks and potential urban-to-rural and regional trail connections
- Recommendations identifying alignments, pilot projects, priorities, implementation strategies, and actions
- Blaze and wayfinding branding, plan, and implementation
- Tribal and cultural resource perspectives and priorities
- Pertinent, high-level information provided by county stakeholder teams about sensitive resources, important habitat linkages, and best practices for protecting cultural resources and ecosystem health and integrity
- Relevant information from related trail planning documents and studies

Particular attention will be paid to environmental and cultural recommendations in the formulation of the following:

- Identification of future regional and technical studies to support the recommendations
- Identification of areas where there may be natural and cultural resources impacts
- Holistic approaches for "thinking regionally and implementing locally"
  - » Opportunities to decommission informal and duplicative trail experiences
  - » Opportunities to improve access to existing trails and improving trail systems already in place
  - » Implementation frameworks for both near- and long-term goals

- Guidelines for addressing and mitigating hazards such as landslides and fires, to support biodiversity, and to minimize habitat fragmentation
- · Metrics to measure plan progress and future successes
- Anticipated biological monitoring for species/habitat health
- Opportunities for responsible ecosystem management, including forest fuel load reduction, nature-based solutions to climate change, rural workforce development, and their ensuing economic benefits

The Draft Plan will also include lessons learned from the implementation of pilot projects using the project brand/blaze program (anticipated to take place during the previous planning process), and contain relevant data, information, existing conditions, mapping, survey outcomes, tribal consultation, SWOT analysis, alignment recommendations, and potential funding sources/considerations developed in previous tasks.

### **Task 5 Deliverables**

- Up to three (3) meetings with county stakeholder teams
- Ground truthing and Data Verification Memorandum
- · Draft Trails Plan

# OLANCHA CARTAGO Corrid or Study 2020 Inyo County Planning Department January, 2020

# Task 6 - Final Trails Plan, Report Out, and Wrap

### Task 6.1 Final Trails Plan

After delivering the Draft Trails Plan, the Alta Team will respond to internally consistent and consolidated comments collected from ESCOG and each of the county stakeholder teams, producing a Final Trails Plan for distribution and delivery to the SNC.

### Task 6.2 Present Final Trails Plan / Report Out

Following the completion of the Final Trails Plan and by ESCOG/SNC, the Alta Team will host a series of up to six (6) virtual stakeholder/agency meetings and three (3) virtual public meetings to present the Final Towns to Trails Plan.

### Task 6 Deliverables

- Present Final Trails Plan at up to six (6) virtual stakeholder/agency meetings and three (3) virtual public meetings
- Final Trails Plan

Alta developed the 2020 Corridor Study for the Inyo County Planning Department. The document included branding and wayfinding guidelines, which carried through the document itself, including the cover, pictured above.

### **ATTACHMENT B**

# AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND ALTA PLANNING + DESIGN FOR THE PROVISION OF TRAILS PLANNING SERVICES FOR THE EASTERN SIERRA TOWNS-TO-TRAILS PLAN

TERM:

FROM November 1, 2022TO: <u>December 31, 2026</u>

**SCHEDULE OF FEES:** 

# **Proposed Project Budget**

Trails Planning Services for the Eastern Sierra Town to Trails Plan Alta Planning + Design, Inc. September 19, 2022

				Alta	Planning +	Alta Planning + Design, Inc.								MLTPA	4					
TASK	Principal in	Project Manager	Assistant Project Manager	Funding	Trails Advisor Gl	GIS Manager Tra	GIS Lead /	Planner	Planner	Admin	Board President M	Project Management Specialist G	GIS Manager	Creative Director	Project Specialist	Technical Support	Project C	Operations		Total Task
	James	Tim Bevins								•	nhol						Tanner	Kristen	Hours	
*Satas Hourily Botes		\$189	\$174	\$259	\$219	\$174	\$125	\$125	\$125	\$106	wentworth	Williams		duasnin		e e	Dissoriene	Daning Co		
Task 1 - Pre-Production (Grant Task 3)		89	50	9	9	32	84	24	61	-	<b>10</b>	7/¢	3/4 84	135	√o¢ <b>4</b>	, <b>4</b>	° <b>2</b>	¢0′	873	\$92,925
1.1 Trails Plan Team Pre-Production	00	16	12	2	2		16	4	4	00	25	25	1		4	4		00	149	\$15,533
1.2 Communications Pre-Production	4	24	00	2	2			4	17	е	15	15		39		01		4	147	\$15,631
1.3 GIS Data Collection & Development	4	∞				32	09		∞		50	2	40				40		217	\$22,481
1.4 Documents of Authority Collection & Development	4	œ						16	24		20	2	25	16	25	15			158	\$13,476
1.5 Blaze/Wayfinding Pre-Production Resimbursable Expenses & Travel	∞	12		7	7		∞		∞		20	16	ω	80	12	91	10		202	\$17,208 \$8,597
Task 2 - Collaborative Planning - Initiation (Grant Task 4)	24	28	32	0	0	0	20	20	0	0	70	9/	20	0	78	15	0	0	363	\$37,177
2.1 Initiation	4	16	00				∞	∞			25	40	2		4				118	\$10,900
2.2 County Stakeholder Team Establishment and Kickoff	20	42	24				12	12			45	36	15		24	15			245	\$26,277
Task 3 - Collaborative Planning - Phase 1 (Grant Task 5)	16	49	36	0	16	∞	38	16	34	0	49	19	39	0	7.7	12	0	0	416	\$47,983
3.1 County Stakeholder Team Working Groups	∞	40	20		16	∞	20	∞	16		24	36	24		12	∞			240	\$29,058
3.2 Report Out to Regions	∞	24	16				18	∞	18		25	25	15		15	4			176	\$18,924
Task 4 - Collaborative Planning - Phase 2 (Grant Task 6)	12	62	36	0	0	12	40	20	70	0	66	64	64	35	74	78	33	0	549	\$50,435
4.1 County Stakeholder Team Working Groups	∞	32	16			12	40	20	20		49	46	36		12	18	16		325	\$31,859
4.2 Report Out to Regions	4	30	20								20	18	28	35	12	10	17		224	\$18,575
Task 5 - Ground Truthing & Draft Plan (Grant Task 7)	70	4	70	∞	16	6	55	26	70	-	130	28	28	70	36	9	63	0	290	\$57,263
5.1 Ground Truthing & Data Verification	4	∞	∞			2	7	80		-	20	∞	30	20			20		199	\$14,259
5.2 County Stakeholder Team Updates	∞	16	∞	4	∞	4	∞	∞			30	12	∞		70	10	13		157	\$16,178
5.3 Draft Trails Plan	∞	16	4	4	∞		40	40	20		20	00	20		16				234	\$24,046
Resimbursable Expenses & Travel																				\$2,781
Task 6 - Final Trails Plan, Report Out, and Wrap (Grant Task 7)	24	32	70	2	4	0	44	40	30	4	22	<b>∞</b>	53	0	70	∞	0	0	320	\$35,985
6.1 Final Trails Plan	∞	20	∞	2	4		40	40	30		25		25		16				218	\$25,136
6.2 Present Final Trails Plan	16	12	12				4			4	30	∞	4		4	∞			102	\$10,849
Staff Hours	124	324	164	16	42	61	281	176	165	16	203	303	294	190	176	118	146	12	3111	
Labor Total	\$30,206	\$61,236	\$28,585	\$4,150	\$9,217	\$10,632 \$	\$35,111 \$.	\$ 1,991 \$:	\$20,617 \$	\$1,697	0\$	\$21,816	\$21,168	\$13,680	\$11,792	906'2\$	\$9,782	\$804		\$310,390
Reimbursable Expenses and Travel (included in tasks above)  Total plus Expenses																				\$11,378 <b>\$321,768</b>

GENERAL NOTES.

\* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

\* Hourly rates are for 2023, and will be adjusted as work contrives into subsequentyear(s).

### ATTACHMENT C

# AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND ALTA PLANNING + DESIGN FOR THE PROVISION OF TRAILS PLANNING SERVICES FOR THE EASTERN SIERRA TOWNS-TO-TRAILS PLAN

TERM:

FROM: <u>November 1, 2022</u> TO: December 31, 2026

SEE ATTACHED INSURANCE PROVISIONS