

#### DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

**DEVELOPMENT SERVICES BUILDING** 

150 Beavercreek Road Oregon City, OR 97045

December 19, 2019

Board of Commissioners Clackamas County

Members of the Board:

Approval to Sign Intergovernmental Agreement for Transportation Growth Management (TGM) Grant Agreement No. 33964 for the Clackamas County Transit Development Plan

Purpose/ Outcomes	Execute the Intergovernmental Agreement for the Transportation Growth Management (TGM) Grant Agreement No. 33964 to participate in the Clackamas County Transit Development Plan		
Dollar Amount and Fiscal Impact	The ODOT TGM program is directly contracting with the consultant for the TGM program award of \$175,200. Staff time to assist in project completion will be in-kind match of \$23,891		
Funding Source	No cash match is required. The in-kind staff hours are funded through HB2017 Transit Funds.		
Duration	December 2019 through June 18, 2021		
<ul> <li>Previous Board Action</li> <li>June 7<sup>th</sup>, 2018 provided an approval to apply and a Resolution of Support for the Transit Development Plan grant submittal</li> <li>September 20, 2018: Acceptance of TGM Grant Award for Class County Transit Development Plan.</li> </ul>			
County Counsel Review	Reviewed and approved by County Counsel on December 10, 2019		
Strategic Plan	Build a strong infrastructure		
Alignment	Grow a vibrant economy		
Contact Person	Karen Buehrig, Long Range Planning Manager - 742-4683		

The Department of Transportation and Development, Long Range Planning Program was awarded a Transportation and Growth Management (TGM) Grant to develop a Clackamas County Transit Development Plan. With six transit providers in Clackamas County (TriMet, South Metro Area Regional Transit (SMART), Canby Area Transit (CAT), South Clackamas Transportation District (SCTD), Sandy Area Metro (SAM), and the Mt. Hood Express administered by Clackamas County), a Transit Development Plan (TDP) is needed to provide strategic guidance for service improvements and integration between systems from a County perspective. The TDP will address issues emerging from Metro's 2018 Regional Transit Strategy, issues identified in the 2018 Transit & Housing Workshop hosted by the County, and build off other County documents such as the Transportation System Plan and the Community Health Improvement Plan.

The ODOT TGM program is directly contracting with the consultant for award amount of \$175,200. Staff time to assist in project completion will be in-kind match of \$23,891.

#### **RECOMMENDATION:**

Staff respectfully requests the BCC sign the attached Intergovernmental Agreement (IGA) with the Oregon Department of Transportation.

Respectfully submitted,

Karen Buehrig, Long Range Planning Manager

#### INTERGOVERNMENTAL AGREEMENT

Clackamas County, Transit Development Plan

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and Clackamas County ("County" or "Grantee").

#### **RECITALS**

- 1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
- 2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
- 3. This TGM Grant (as defined below) is financed with federal Fixing America's Surface Transportation Act ("FAST Act") funds. Local funds are used as match for FAST Act funds.
- 4. By authority granted in Oregon Revised Statutes ("ORS") 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
- 5. ODOT has awarded County an in-kind grant under the TGM Program (the "TGM Grant") which is conditional upon the execution of this Agreement.
  - 6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS**

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

- A. "County's Amount" means the portion of the Grant Amount payable by ODOT to County for performing the tasks indicated in Exhibit A as being the responsibility of County.
- B. "County's Matching Amount" means the amount of matching funds which County is required to expend to fund the Project.
- C. "County's Project Manager" means the individual designated by County as its project manager for the Project.
- D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).
- E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.
- F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs.
- G. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed under this Agreement, which consists of the County's Amount and the Consultant's Amount.
- H. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.
- I. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.
  - J. "Project" means the project described in Exhibit A.
  - K. "Termination Date" has the meaning set forth in Section 2.A below.
- L. "Total Project Costs" means the total amount of money required to complete the Project.
  - N. "Work Product" has the meaning set forth in Section 5.I below.

#### **SECTION 2. TERMS OF AGREEMENT**

- A. <u>Term</u>. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 18, 2021 ("Termination Date").
  - B. Grant Amount. The Grant Amount shall not exceed \$175,200.
  - C. <u>County's Amount.</u> The County's Amount shall not exceed \$0.
- D. <u>Consultant's Amount</u>. The Consultant's Amount shall not exceed \$175,200.
- E. <u>County's Matching Amount</u>. The County's Matching Amount is \$23,891 or 12% of the Total Project Costs.

#### **SECTION 3. COUNTY'S MATCHING AMOUNT**

- A. Subject to County's submission of such documentation of costs and progress on the Project (including deliverables) as is satisfactory to ODOT, County shall apply County's Matching Amount to Direct Project Costs that County incurs after the execution of this Agreement, up to County's Matching Amount. County shall thereafter be solely responsible for all Direct Project Costs (not otherwise covered by the Grant Amount) that exceed County's Matching Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.
- B. County shall submit a cost report and a progress report to ODOT's Contract Administrator not less than once every other month. Cost reports shall document progress toward County's Matching Amount and shall include 100% of County's Direct Project Costs incurred after the execution of this Agreement. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.
- C. Any travel expenses that County designates as Direct Project Costs to which County's Matching Amount will be applied must comply with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

## SECTION 4. COUNTY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

- A. County represents and warrants to ODOT as follows:
- 1. It is a municipality or intergovernmental entity duly organized and existing under the laws of the State of Oregon.
- 2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.
- 3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of County.
- 4. This Agreement has been executed and delivered by an authorized officer(s) of County and constitutes the legal, valid and binding obligation of County enforceable against it in accordance with its terms.
- 5. The authorization, execution and delivery of this Agreement by County, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which County or its property is bound.
- 6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of County.
- B. County understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

#### SECTION 5. GENERAL COVENANTS OF COUNTY

- A. County shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. County shall complete the Project; provided, however, that County shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.
- B. County shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which County is identified in Exhibit A as being responsible.
- C. County shall perform such work identified in Exhibit A as County's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. County shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.
- D. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. County shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.
- E. County shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.
- F. County agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, County agrees to:
  - (1) Meet with the ODOT's Contract Administrator; and
  - (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.
- G. County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code.

  Without limiting the generality of the foregoing, County expressly agrees to comply with:

- (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- H. County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance. County acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

County shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- I. (1) All of County's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and County intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", County hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. County shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. County forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- (2) ODOT hereby grants to County a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.
- (3) County shall ensure that any work products produced pursuant to this Agreement include the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon

Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.

"The contents of this document do not necessarily reflect views or policies of the State of Oregon."

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its "home page".

#### J. RESERVED

- K. Unless otherwise specified in Exhibit A, County shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:
  - (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.
  - L. Within 30 days after the Termination Date, County shall
  - (1) pay to ODOT County's Matching Amount less Direct Project Costs previously reported as County's Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) or any of the County's Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds; and
  - (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
  - (a) The permanent location of Project records (which may be subject to audit);
  - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by County as County's Matching Amount; and
  - (c) A list of final deliverables.

#### **SECTION 6. CONSULTANT**

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with a Consultant to accomplish the work described in Exhibit A. In such a case, even though ODOT, rather than County, is the party to the PSK with the Consultant, ODOT and County agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of County;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from County;
- C. ODOT shall serve as the lead contracting agency and contract administrator for the PSK related to the work under this Agreement, including monitoring the work of its Consultant.
- D. County shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- E. County will appoint a Project Manager to:
- (1) be County's principal contact person for ODOT's Contract Administrator on all matters dealing with the Project;
- (2) collaborate with ODOT's Contract Administrator regarding coordination of work described in Exhibit A and County personnel, as necessary; and
- (3) review invoices forwarded to County from ODOT's Contract Administrator for concurrence on any deliverables produced by ODOT's Consultant and communicate any concerns County may have to ODOT's Contract Administrator.

#### SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. Reserved
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will

participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

#### **SECTION 8. TERMINATION**

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

- A. County fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.
- D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements

hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

#### **SECTION 9. GENERAL PROVISIONS**

- A. Time is of the essence of this Agreement.
- B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- C. ODOT and County are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Sections 5(H), 5(I), 5(J), 5(L) and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.
  - E. The parties agree as follows:
  - (a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of

its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- (b) Choice of Law; Designation of Forum; Federal Forum.
- (1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

- (2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- (3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### (c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

- F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.
- G. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Clackamas County, by and through its	ODOT			
elected officials  By: (Official's Signature)	STATE OF OREGON, by and through its Department of Transportation  By:			
(Printed Name and Title of Official)  Date:	Jerri Bohard, Division Administrator Transportation Development Division			
	Date:			
APPROVAL RECOMMENDED (if required in County's process)	ATTORNEY GENERAL'S OFFICE			
Ву:	Approved as to legal sufficiency by the Attorney General's office.			
Date: 12/10/2019	By: Samuel Zeigler (Official's Signature)			
County Contact	Date: via e-mail dated December 6, 2019			

Brett Setterfield Clackamas County 150 Beavercreek Rd. Oregon City, OR 97045 Phone: 503-742-4511

E-Mail: bsetterfield@co.clackamas.or.us

**ODOT Contact** 

Hector Rodriguez Ruiz, Contract Administrator Transportation and Growth Management Program 123 NW Flanders

Portland, OR 97209-4037 Phone: 503-731-8435

E-Mail: Hector.Rodriguez-Ruiz@odot.state.or.us

# EXHIBIT A STATEMENT of WORK and DELIVERY SCHEDULE for File Code: 1C-18

**Project Name: Clackamas County Transit Development Plan** 

	Agency's Project Manager		Consultant's Project Manager ("PM")	
	("APM") for the WOC		for the WOC	
Name:	Hector Rodriguez Ruiz	Name:	Susan Wright	
Address:	ODOT Region 1	Address:	Kittelson & Associates, Inc.	
	123 NW Flanders St.		851 SW 6 <sup>th</sup> Ave., Suite #600	
	Portland, Oregon 97209		Portland, OR 97204	
Phone:	503-731-8435	Phone:	503-228-5230	
Fax:	503-731-3266	Fax:	503-273-8169	
Email:	hector.rodriguez-	Email:	aail: swright@kittelson.com	
	ruiz@odot.state.or.us		_	
	<b>Contract Administrator for the</b>		Local Project Manager	
	WOC	Name:	Brett Setterfield, MCRP	
Name:	Hector Rodriguez Ruiz	Address:	Clackamas County	
Phone:	503-731-8435		150 Beavercreek Rd.	
Email:	hector.rodriguez-		Oregon City, Oregon 97045	
	ruiz@odot.state.or.us	Phone:	503-742-4511	
		Fax:	503-742-4349	
		Email:	bsetterfield@co.clackamas.or.us	

#### **Acronyms and Definitions**

Agency or ODOT Oregon Department of Transportation
APM Agency's Project Manager for WOC

BOC Breakdown of Costs

C4 Clackamas County Coordinating Committee

CAT Canby Area Transit

CCTDP Clackamas County Transit Development Plan

County Clackamas County CPFF Cost Plus Fixed Fee

DBE Disadvantaged Business Enterprise

FP Fixed Price

GIS Geographic Information System

NTE Not to Exceed NTP Notice to Proceed

OPTP Oregon Public Transportation Plan

ORS Oregon Revised Statute

PA Price Agreement

PAC Project Advisory Committee

PM Consultant's Project Manager for WOC

PMT Project Management Team

Project Clackamas County Transit Development Plan

SAM Sandy Area Metro

SCTD South Clackamas Transportation District SMART South Metro Area Regional Transit

SOW Statement of Work

STIF Statewide Transportation Improvement Fund

T&M Time and Materials

TAC Technical Advisory Committee

TGM Transportation and Growth Management

T-NeXT Transit Network Analysis Tool
TSP Transportation System Plan
WOC Work Order Contract

#### **Project Purpose/Transportation Relationship and Benefits**

The purpose of this project ("Project") is to develop a Clackamas County Transit Development Plan ("CCTDP") to guide transit investments within Clackamas County ("County"). The CCTDP will guide future investments under HB2017 – Keep Oregon Moving's Statewide Transportation Improvement Fund ("STIF") by identifying needed and priority connections in areas where there currently is no transit service provider. CCTDP will be a single document that communicates a connected and coordinated vision for transit service and access to transit, and recommendations on actions to improve transit use in the County. In the TriMet service area within the County, the CCTDP will provide detailed analysis and level of service information, informing future STIF plans and TriMet service implementation. In unincorporated areas with no current transit service provider, the CCTDP will make recommendations for how transit service providers can cover these areas in the future.

#### **Study Area**

The Study Area consists of two primary areas shown on Figure 1:

- 1. The area in the County that falls within the TriMet service district, and
- 2. Unincorporated areas in the County with no current transit service provider.

The Project will primarily focus on the area within the TriMet service area. TriMet's service area includes most County cities in the Metro Urban Growth Boundary and extends to Estacada and a large portion of the rural area along Stafford Road. The TriMet service area does not include significant portions of Happy Valley or the Metro Urban Growth Boundary area east of Happy Valley.

A secondary focus of Project is the connections in unincorporated areas in the County that are outside of the following four rural transit providers in the Study Area:

- 1. South Clackamas Transportation District ("SCTD"), which serves Molalla.
- 2. Sandy Area Metro ("SAM"), which serves Sandy.
- 3. Canby Area Transit ("CAT"), which serves Canby.

4. South Metro Area Regional Transit ("SMART"), which serves Wilsonville.

In addition, the County administers the Mt. Hood Express that offers services along Highway 26 to Government Camp.

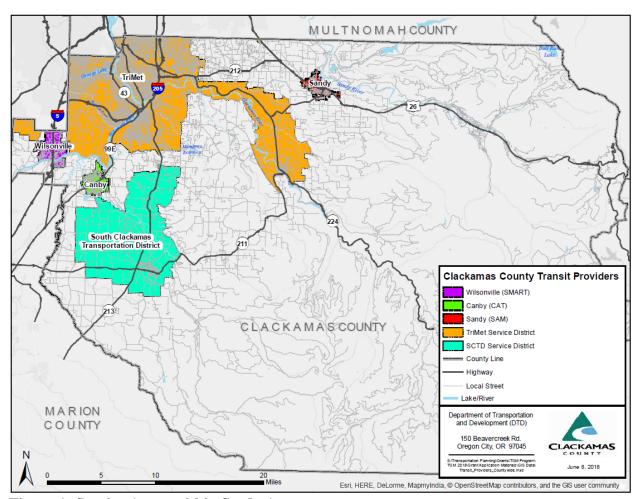


Figure 1: Service Areas within Study Area

#### **Background**

HB 2017-Keep Oregon Moving, created a new funding source for transit operations and capital expenditures and, aside from the Mt. Hood Express, County is not a transit provider. However, areas outside of a transit district or service area also have the opportunity to receive funding for transit, contingent upon having a plan that identifies priority transit needs and investments. The small city transit providers have worked closely to coordinate an "out-of-TriMet district" set of investments for the initial TriMet STIF plan. During this planning process, a need was identified to create a single document addressing the connections between service provider areas, and to identify ways in which coordination and cooperation can be improved throughout the Study Area.

In December 2018, Metro approved an updated Regional Transit Strategy with additional guidance on providing better transit service. The Service Enhancement Plans and the Regional Transit Strategy, as well as priority service improvements identified in the TriMet STIF plan, will be the foundation for the work of the CCTDP within the TriMet service area.

In June 2018, the County hosted a Transit and Housing Workshop where professional staff from jurisdictions throughout the Study Area discussed actions needed to increase access to housing and jobs through better transit service. These concepts will be explored further during the Project to provide guidance on ways to make transit service a more viable option to choice riders, identify the types of transit facilities needed to support transit connections, bring forward innovative ways to provide service in rural and suburban locations, and provide input into land use actions that support transit.

#### **Project Objectives**

The Project Objectives are to develop a CCTDP that will:

- Assess the transit level-of-service to identify gaps in both transit service and coverage;
- Assess the connections between transit and land use and identify potential actions to improve land use transit-supportiveness;
- Identify opportunities to meet the transportation/transit needs of vulnerable populations and to provide access to destinations that are important to vulnerable populations;
- Identify transit equity issues that exist for low-income households and identify connections to provide better access to employment and housing for transit dependent populations;
- Enhance coordination between transit service providers and provide guidance on seamless access to transit options regionally by evaluating technology integration and fare uniformity;
- Provide strategic guidance for service improvements that will address the findings in the above assessments and improve the integration between systems from a County perspective;
- Address issues emerging from Metro's 2018 Regional Transit Strategy, such as implementation of the enhanced transit concept, transit expansion and first/last mile connections:
- Integrate a range of transit options, such as shuttles, express service, vanpools, micro transit and Transportation Network Companies (i.e., Uber and Lyft);
- Identify priority transit service enhancements that can be integrated into future STIF plans and TriMet planning, and other planning work or funding opportunities; and
- Preserve the function of state highways by expanding regional public transit availability and reducing the number of single-occupancy vehicles on the road.

#### **Public Involvement Approach**

Public involvement must allow residents, employers, and employees an opportunity to provide input into the planning process. In the development of the CCTPD, County and Consultant shall consider issues relating to environmental justice, which is defined as the fair treatment and meaningful involvement of all people regardless of race, color, national origin or income.

Fair treatment means that no group of people, including a racial, ethnic or a socio-economic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal and commercial operations or the execution of federal, state, local, and tribal programs and policies. Meaningful involvement means that:

- 1. Potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and health;
- 2. The public's contribution can influence the regulatory agency's decision;
- 3. The concerns of all participants involved will be considered in the decision-making process; and
- 4. The decision-makers will seek out and facilitate the involvement of those potentially affected.

The public involvement program must include specific steps to provide opportunities for participation in accordance with the 1964 Civil Rights Act, Title VI. County and Consultant shall use ODOT Title VI guidance to formulate and implement public involvement strategies and report public outreach efforts. Materials must be prepared in Spanish and other languages as appropriate as specified within scope tasks.

The public involvement process is paramount in the Study Area since community, local and county government, and business understanding and support is key to the successful adoption of the CCTDP and its eventual implementation.

#### **Meetings**

County shall be responsible for meeting arrangements including providing meeting space, notice (including required legal notice), reproduction and distribution of announcements and meeting materials, postage and mailing or e-mailing

County shall prepare all Clackamas County Coordinating Committee ("C4") and County Planning Commission and Board of Commissioners agendas, staff reports, and official minutes.

Consultant shall prepare, with County review, agendas for all meetings and public involvement events other than C4 and County Planning Commission and Board of Commissioners meetings. Consultant shall prepare meeting and presentation materials appropriate to the space, expected number of attendees and purpose and appropriate meeting minutes or summaries.

County shall set up a Project Management Team ("PMT"), Project Advisory Committee ("PAC") and Technical Advisory Committee ("TAC") to provide review and feedback on.

- The purpose of the PMT is to coordinate the Project and guide Project management decisions. The PMT includes ODOT's Agency Project Manager ("APM"), County staff (Transportation Planning, Social Services, and Public & Government Affairs), Consultant, and others as identified by County or APM.
- The TAC will review and comment on deliverables and provide technical and policy advice according to member expertise.
- The PAC will review and comment on deliverables and provide input for specific portions of the population each member represents.

#### Written and Graphic Deliverables

**Text:** All written deliverables must be substantially complete in draft version, need minimal editing, and include the project name, a title that refers to the contract deliverable, draft number, subtask number and date of preparation. Consultant shall provide electronic copies of text deliverables, unless otherwise specified. Electronic versions must include both pdf and an editable text format acceptable to County and APM.

Project deliverables must be written concisely in a simple and direct style, both to minimize the length of the final documents and to make them understandable to as large an audience as is reasonable. Written deliverables should make limited use of passive voice to increase readability for a wide range of reader abilities. Where possible, information must be presented in tabular or graphic format with a simple and concise accompanying narrative (e.g. system inventories, demographic factors, funding sources).

Consultant shall write materials intended for the public, such as meeting presentations, at no higher than a high school grade level using the Flesch–Kincaid Grade Level Formula.

Maps, Graphics and Photos: Consultant shall develop map, graphic and photo deliverables in electronic format acceptable to County and APM, unless otherwise specified. Final versions of maps and graphics must be provided as jpegs and pdfs; drafts may be provided as pdfs only. Maps must include details necessary to ensure usability, including but not limited to city limits, Urban Growth Boundary, street names, relevant environmental and cultural features, legend, and date. Maps must be at a scale that is legible and in proportion for the intended purpose, as determined by APM.

**Geographic Information System ("GIS") Deliverables:** Consultant shall provide GIS deliverables in an ESRI shapefile format to APM.

**Adoption-ready:** Consultant shall prepare adoption-ready materials, which may include a CCTDP that can be placed as an appendix to the Comprehensive Plan or other format as specified and must not include language such as "it is recommended ..." The final CCTDP must enable full integration with existing County documents.

Consultant shall ensure that any work products produced pursuant to this WOC include the following statement:

This Project is partially funded by a grant from the Transportation and Growth Management ("TGM") Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Fixing America's Surface Transportation Act (FAST Act), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

In the Final CCTDP, headers and footers, graphics, and other components must not include Consultant names and logos, TGM or ODOT logos or project codes, etc. These items must only be on the acknowledgement page.

**Distribution of Deliverables:** Unless otherwise stated in the tasks, Consultant shall distribute draft deliverables electronically to County and APM. Consultant shall allow a minimum of one week for deliverable review.

All draft deliverables include one round of Consultant revisions to respond to County and APM comments prior to wider distribution.

County shall provide consolidated County written review comments to Consultant on all Consultant deliverables.

Consultant shall distribute revised draft deliverables electronically to County one week prior to PAC meetings or other public involvement events.

Following TAC/PAC meetings and public involvement events, Consultant shall prepare final versions of deliverables to respond to comments and distribute them electronically to County and APM. In all cases, Consultant shall either incorporate comments and recommendations or explain why they were not included. All meeting summaries that Consultant is required to prepare under this WOC shall be provided to Agency and County for review and comment within 5 days following the applicable meeting.

#### Task 1 Project Management and Grant Administration

1.1 <u>Refined Project Schedule</u> – Consultant shall prepare a Refined Project Schedule showing the duration of work tasks and subtasks and dependencies between work tasks and including the subtask name, deliverable, start date of the deliverable and end or due date of the deliverable. Consultant shall distribute draft Refined Project Schedule to County and APM for review at PMT Meeting #1 and provide revised version to County and APM after meeting.

- 1.2 PMT Meetings / Conference Calls Consultant shall schedule and lead the PMT Meetings / Conference Calls. The PMT will meet via conference call on an as-needed basis up to 18 times throughout the Project. Consultant shall schedule PMT Meetings / Conference Calls within 5 business days after APM's request. PMT Meetings / Conference Calls are anticipated to last an average of one hour. In addition, four inperson PMT meetings are specified within the individual tasks in this Statement of Work and Delivery Schedule ("SOW").
- 1.3 <u>Monthly Progress Reports</u> Throughout the duration of the Project, Consultant shall provide Monthly Progress Reports by the end of each calendar month. Monthly Progress Reports must include updates on the status of deliverables, upcoming work and scope, budget or schedule issues. As part of Monthly Progress Reports, Consultant shall update Refined Project Schedule and distribute updated Refined Project Schedule to County and APM, provided that all changes to the Refined Project Schedule shall require the approval of County and the APM.
- 1.4 <u>TAC & PAC Rosters</u> County shall organize and prepare TAC and PAC Rosters including names and contact information.
  - TAC County shall solicit TAC members to include, but not be limited to, representatives from the following:
    - a. County staff (Transportation Planning, Social Services, Public Health, Public and Government Affairs)
    - b. ODOT Region 1 Regional Transit Coordinator
    - c. Transit providers operating in Clackamas County (TriMet, SMART, CAT, SAM, SCTD, Mt. Hood Express)
    - d. Staff from cities within Clackamas County
    - e. Clackamas Community College
    - f. Department of Land Conservation and Development
  - PAC County shall solicit PAC members to include, but not be limited to, representatives from the following:
    - a. County staff (Transportation Planning, Social Services, Public Health)
    - b. One or two transit providers operating within Clackamas County
    - c. Business community (Chamber of Commerce/Large employers)
    - d. School Districts within Clackamas County
    - e. Minority/Underserved Communities
    - f. Low-income communities
    - g. Seniors
    - h. Disabled users or advocates
    - i. Clackamas County Housing Authority
- 1.5 <u>Project Meetings</u> Consultant shall prepare for and attend up to 2 project meetings throughout the Project as needed with the TAC, PAC, Planning Commission, Board of Commissioners or other stakeholder groups within 15 business days after APM's request.

County shall prepare an agenda for each meeting. County shall facilitate, distribute information, advertise meetings if necessary and perform logistics. County shall prepare a summary of each meeting and send electronically to all attendees.

#### **County Deliverables**

- 1.A Project Schedule review and comments (Subtask 1.1)
- 1.B PMT Meetings / Conference Calls, up to 18 (Subtask 1.2)
- 1.C TAC & PAC Rosters (Subtask 1.4)
- 1.D Project Meetings (up to 2) (Subtask 1.5)

#### **Consultant Deliverables**

- 1.A Refined Project Schedule (Subtask 1.1)
- 1.B PMT Meetings / Conference Calls (Subtask 1.2)
- 1.C Monthly Progress Reports (Subtask 1.3)
- 1.D Project Meetings (up to 2) (Subtask 1.5).

#### Task 2 Public Engagement Plan; Background and Existing Conditions

- 2.1 <u>Title VI Assessment Report</u> Consultant shall prepare draft and final Title VI Assessment Report analyzing census data to report on the numbers of protected populations within the Study Area. Based on this initial analysis, Consultant shall outline demographic data needed for the CCTDP.
- 2.2 Public Engagement Plan Consultant shall prepare draft and final Public Engagement Plan that outlines efforts and methods to share information and gain input throughout the Project from a wide range of interested County residents and community representatives. Public Engagement Plan must build upon Title VI Assessment Report to identify specific steps needed to engage the federal Title VI populations. Particular attention must be given to limited English proficiency speakers and those without internet access. The Public Engagement Plan must include ways to coordinate with other transit planning projects. County shall review and provide written comments on draft and final Review Public Engagement Plan
- 2.3 PMT Meeting #1 Consultant shall organize and County shall lead an in-person PMT Meeting #1 to review Project tasks, responsibilities and deliverables. PMT will review the draft Public Engagement Plan, draft Title VI Assessment Report, draft Refined Project Schedule, and discuss issues related to preparing upcoming deliverables including objectives for the Project Web Page. Consultant shall prepare a decision log documenting decisions made during the PMT meeting, notes on the decisions and next steps, and provide the log to APM and County.
- 2.4 <u>Project Web Page</u> Consultant shall provide a layout of the Project Web Page, as agreed to by the County, within 2 weeks of PMT Meeting #1. County will develop a Project Web Page, for the purpose of posting Project materials and Consultant updates. Consultant shall develop initial materials including a Project overview, Project

Objectives, Refined Project Schedule, a list of Project deliverables and County contact information and provide a pdf Project factsheet for the website and for use at outreach events. Consultant shall also provide a weblink to an on-line commenting map the County may include on the Project Web Page throughout the duration of the Project for the public to make geographically located comments about existing or desired transit service. County shall manage the Project Web Page and add all necessary materials as they are made available, including dates and locations of any public meetings. County shall provide a Spanish-speaking (and other languages, as determined by County) contact to be posted on the Project Web Page for questions or to request translation services at a meeting.

- 2.5 <u>Background Information and Existing Conditions Memo</u> County shall provide available Background Information to Consultant, consisting of County, local, regional and state policy and regulatory documents and existing data, including but not limited to the following:
  - a. Clackamas County Transportation System Plan ("TSP") (2013), Clackamas County Housing & Community Development Action Plan (2017), Clackamas County's Community Health Improvement Plan / Blueprint for a Healthy Clackamas County (2018);
  - b. Comprehensive Plans, Bicycle and Pedestrian Plans, Economic Opportunity Analysis, buildable lands inventories and major activity centers (employment, retail, medical, business and residential) and any other key future land use studies and plans;
  - c. County budget resources and requirements, including expected STIF resources;
  - d. GIS layers of existing transit routes, streets, city boundaries, Metro 2040 regional center and town center boundaries, and boundaries of transit providers in Clackamas County (Layers must also include zoning designations and essential destinations);
  - e. OPTP;
  - f. Metro 2018 Regional Transportation Plan, including transit performance measures and 2018 Regional Transit Strategy;
  - g. TriMet Service Enhancement Plan and TriMet investment and service improvement prioritization criteria;
  - h. STIF documents;
  - i. Tri-County Coordinated Human Services Transportation Plan; and
  - j. Other transit service provider plans within Study Area including performance measures and prioritization criteria, and on-board survey summaries.

Consultant shall acquire the following data from transit providers operating in Study Area, including but not limited to the following:

- a. Fixed route data including number of routes, service hours, number of passengers per service hour/service miles and limitations;
- b. Travel patterns (origin and destination data);
- c. Information about existing, planned and informal park-and-ride facilities;

- d. Transit surveys and information related to the users of the existing service such as the latest on-board surveys;
- e. Per-unit costs:
- f. Nature and extent of TriMet, County and other transit services in Study Area and to and from adjacent counties; and
- g. On-board transit survey findings related to transit connections and needs from transit providers (TriMet, SMART, SCTD, SAM, CAT), and Consultant shall determine if additional surveys are needed in Task 7.

Consultant shall coordinate with ODOT to gain any pertinent information from the Transit Network Analysis Tool ("T-NeXT") project.

Consultant shall review the background data and documents, and make a list of any missing information needed. Consultant shall summarize information, including the list of missing information, and provide Background Information and Existing Conditions Memo to County and APM. Background Information and Existing Conditions Memo must (i) include goals, objectives, policies, and performance measures and standards that are relevant to the provision of transit services and transit-supportive elements, such as Clackamas County's zoning development ordinance provisions concerning access to transit and parking and (ii) identify significant growth areas in the Study Area.

- 2.6 TAC Meeting #1 County shall organize and Consultant shall lead TAC Meeting #1 to introduce the Project and discuss Project Objectives, background and existing conditions. Consultant shall interactively work with the TAC to identify committee values and goals. Consultant shall prepare a meeting summary and provide to APM and Consultant.
- 2.7 PAC Meeting #1 County shall organize and Consultant shall lead PAC Meeting #1 to introduce the Project and discuss Project Objectives, background and existing conditions. Consultant shall work with the PAC to identify committee values and goals. Consultant shall prepare a meeting summary and provide to APM and Consultant.

#### **County Deliverables**

- 2.A Review Title VI Assessment Report (Subtask 2.1)
- 2.B Review Public Engagement Plan (Subtask 2.2)
- 2.C PMT Meeting #1 (Subtask 2.3)
- 2.D Project Web Page (Subtask 2.4)
- 2.E Assemble Background Information (Subtask 2.5)
- 2.F TAC Meeting #1 (Subtask 2.6)
- 2.G PAC Meeting #1 (Subtask 2.7)

#### **Consultant Deliverables**

- 2.A Title VI Assessment Report (Subtask 2.1)
- 2.B Public Engagement Plan (Subtask 2.2)
- 2.C PMT Meeting #1 (Subtask 2.3)
- 2.D Materials for Project Web Page (Subtask 2.4)

- 2.E Background Information and Existing Conditions Memo (Subtask 2.5)
- 2.F TAC Meeting #1 (Subtask 2.6)
- 2.G PAC Meeting #1 (Subtask 2.7)

#### Task 3 Needs Analysis

3.1 <u>Draft Memo #1: Goals, Objectives and Performance Measures</u> –Consultant shall prepare Draft Memo #1: Goals, Objectives and Performance Measures identifying a unified vision and a set of community goals, objectives, performance measures and benchmarks for the CCTDP. Consultant shall consider input from TAC Meeting #1 and PAC Meeting #1 and the information in the Background Information Memo when preparing Draft Memo #1.

Draft Memo #1 must contain level-of-service performance measures and benchmarks linked to the goals and objectives for use in evaluating existing transit system performance, selecting preferred transit and transit-supportive solutions, and defining ongoing performance monitoring policies and practices. The goals, objectives and performance measures must address the connections between transit and land use, as well as transit's relationship to safety, health and equity. In addition, the goals, objectives, and performance measures must reflect HB 2017 direction guiding STIF investments.

County shall and APM will review and provide written comments on Draft Memo #1. Consultant shall respond to comments and prepare revised Draft Memo #1 for use at TAC Meeting #2.

- 3.2 <u>Draft Memo #2: Needs Identification</u> Consultant shall prepare Draft Memo #2 that documents the following:
  - a. Strengths and limitations of County and non-County-provided transit service relative to the goals, objectives and performance measures in Draft Memo #1;
  - b. Existing and future transit markets (e.g., geographic, demographic, trip type);
  - c. Issues emerging from the Metro Regional Transit Strategy that should be addressed in the CCTDP, such as the identification of Enhanced Transit Corridors;
  - d. Unmet inter-city and intra-city existing transit markets in urban and rural areas for the general population and for special populations such as seniors, disabled, youths, veterans and others who may be transportation disadvantaged; and
  - e. Level-of-Service Analysis in the 2013 Clackamas County TSP Update, including frequency, span, and coverage (identifying existing and future locations of transit supportive densities).

Consultant shall review the transit level-of-service analysis in the 2013 Clackamas County TSP Update, under Section 2: Existing and Future Base Conditions (2010 and 2035). Consultant shall update the level of service analysis that highlights the key gaps in transit service and coverage and relates those gaps to capital and infrastructure needs. The supplemental level of service analysis must:

Within the TriMet service area:

- a. Describe TriMet Service Enhancement Plan proposals, including priority service enhancements included in the 2018 TriMet STIF Plan proposal; and
- b. Describe where and how improvements to transit service will provide better access to employment and housing.

Unincorporated areas without transit service:

- a. Describe priority service enhancements included in the 2018 TriMet STIF Plan for service providers outside of TriMet service area;
- b. Identify gaps in transit service; and
- c. Identify potential additional transit corridors.

Level-of-service update analysis is limited to information that is readily available, including the data provided by T-NeXT reports and County in the Background Information and the following additional information that the Consultant shall gather:

- a. Demographic information identified in Title VI Assessment Report, including information that identifies transportation-disadvantaged populations and their unmet transportation needs. Consultant shall derive quantitative data to the extent available from census and American Household Survey data, the Oregon Household Activity Survey, and the 2010 statewide synthetic population developed by ODOT to identify potential markets by characteristics such as income, auto ownership, age and ethnicity. Qualitative information on Title VI populations will be derived from County's Title VI Plan;
- b. 2040 data related to defined transit market characteristics, including transit trip origin-destination data;
- c. Available supporting data for Performance Measures; and
- d. Information on the current use of transit technology in Study Area.

Consultant shall prepare an outline identifying the structure and content of Draft Memo #2, prior to developing Draft Memo #2. PMT shall review and approve the outline before the Consultant proceeds with Draft Memo #2.

Draft Memo #2 must present information in narrative form with tables, maps, photographs and other graphics necessary to communicate key ideas and findings.

County and APM shall review and provide written comments on Draft Memo #2. Consultant shall respond to comments and prepare revised Draft Memo #2 for use at TAC Meeting #2 and PAC Meeting #2.

3.3 Outreach Effort #1 – Consultant and County shall perform Outreach Effort #1 consistent with the Public Engagement Plan. The purpose of Outreach Effort #1 is to obtain input on County goals, existing transit system needs, and potential transit service and facility improvements.

Outreach Effort #1 must include an on-line survey with in-person events, social media, and direct outreach to help promote the on-line survey over a 4-week period. The outreach should include innovative outreach strategies designed to reach a large number of individuals within underserved communities. The in-person events shall include 2 poster boards, comment forms or hard copies of the on-line survey and a project factsheet including the on-line survey weblink and additional meeting locations. Consultant shall provide Project materials (in both English and Spanish). Consultant staff shall attend up to 4 in-person events. Consultant shall have an additional Spanish-speaking staff attend up to 2 of the 4 in-person events. The County may conduct additional in-person events.

Consultant shall provide County social media content (for Facebook, Google, Reddit, etc.), content for paid print and radio advertising, flyers for high traffic locations such as libraries and bus/transit malls, content for e-newsletters for distribution in incorporated cities within the County and through County e-mail lists, and assistance with e-mail outreach to community-based organizations and social services, etc. The County shall post the social media postings, purchase the advertising, distribute the flyers, and distribute the e-mails.

Consultant shall prepare a summary of comments received from Outreach Effort #1 for review and comment by County and APM. Consultant shall provide revised summary of comments as an appendix to Final Memo #1 (see Task 3.7) and Final Memo #2 (see Task 3.8).

- 3.4 PMT Meeting #2 Consultant shall organize and County shall lead PMT Meeting #2 to review and discuss Draft Memo #1 and Draft Memo #2 in preparation for TAC Meeting #2 (see Task 3.5) and PAC Meeting #2 (see Task 3.6). Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #2.
- 3.5 <u>TAC Meeting #2</u> County shall organize and Consultant shall lead TAC Meeting #2 to solicit comments on Draft Memo #1 and Draft Memo #2.
  - Consultant shall provide agenda and meeting materials to County 1 week in advance of TAC Meeting #2. County shall prepare a meeting summary within one week after TAC Meeting #2.
- 3.6 <u>PAC Meeting #2</u> County shall organize and Consultant shall lead PAC Meeting #2 to solicit comments on Draft Memo #1 and Draft Memo #2.

Consultant shall provide agenda and meeting materials to County 1 week in advance of PAC Meeting #2. County shall prepare a meeting summary within one week after PAC Meeting #2.

- 3.7 <u>Final Memo #1</u> Consultant shall prepare Final Memo #1, updating Draft Memo #1 to incorporate comments from Outreach Effort #1, PMT Meeting #2, TAC Meeting #2, and PAC Meeting #2.
- 3.8 <u>Final Memo #2</u> Consultant shall prepare Final Memo #2, updating Draft Memo #2 to incorporate comments from Outreach Effort #1, PMT Meeting #2, TAC Meeting #2, and PAC Meeting #2.

#### **County Deliverables**

- 3.A Review Draft Memo #1: Goals, Objectives and Performance Measures (Subtask 3.1)
- 3.B Review Draft Memo #2: Needs Identification (Subtask 3.2)
- 3.C Outreach Effort #1 (Subtask 3.3)
- 3.D PMT Meeting #2 (Subtask 3.4)
- 3.E TAC Meeting #2 (Subtask 3.5)
- 3.F PAC Meeting #2 (Subtask 3.6)

#### **Consultant Deliverables**

- 3.A Draft Memo #1: Goals, Objectives and Performance Measures (Subtask 3.1)
- 3.B Draft Memo #2: Needs Identification (Subtask 3.2)
- 3.C Outreach Effort #1 Online Survey (Subtask 3.3)
- 3.D Outreach Effort #1 Promotion Support (Subtask 3.4)
- 3.E Outreach Effort #1 In-person Events (4) (Subtask 3.4)
- 3.F Outreach Effort #1 Summary (Subtask 3.4)
- 3.G PMT Meeting #2 (Subtask 3.4)
- 3.H TAC Meeting #2 (Subtask 3.5)
- 3.I PAC Meeting #2 (Subtask 3.6)
- 3.J Final Memo #1: Goals, Objectives and Performance Measures (Subtask 3.7)
- 3.K Final Memo #2: Existing Conditions and Needs Identification (Subtask 3.8)

#### Task 4 Future Service Opportunities and Evaluation

- 4.1 Memo #3: Assessment of Future Service Opportunities and Costs Consultant shall prepare Memo #3 identifying future service opportunities for service expansion and additional alternative service types within the Study Area based on future transit needs identified in Memo #2. Consultant shall take the following actions to determine the future service opportunities:
  - 1. Consultant shall identify opportunities to expand existing service or add transit service and describe where and how improvements to transit service will provide better access to employment and housing. Consultant shall use innovative tools such as Remix and T-NeXT to identify opportunities.
  - 2. Consultant shall describe characteristics of transit service types (e.g., markets served, unit operating and capital costs), coordination needs (e.g., schedule, fare, transit center access), and examples of actual applications of alternative service

types that could fill in gaps in the existing and proposed fixed route service, including but not limited to:

- a. Shuttles:
- b. Express service;
- c. Vanpools
- d. Micro transit;
- e. Transportation network companies (Uber, Lyft, etc.);
- f. Park-and-ride, bike-and-ride; and
- g. Rural intercity service.

Memo #3 must present information in narrative form with tables, maps, and other graphics necessary to communicate key ideas and findings.

County and APM will review and provide written comments on Memo #3. Consultant shall respond to comments and prepare Memo #3 for use in Draft Memo #4 (see Task 4.2).

Consultant shall estimate order-of-magnitude unit operating and capital costs (e.g., cost/hour, cost/ride, cost/vehicle) for providing the various service types identified in Memo #3. These costs must be the basis of the work in Task 4.2 to identify and evaluate funding of future service strategies. Consultant shall develop a methodological approach to cost estimates with County, seeking prior County approval before estimating any costs.

4.2 <u>Draft Memo #4: Future Solution Strategies</u> – Consultant shall prepare Draft Memo #4 that identifies strategies for the County to provide efficient, effective, safe and accessible transit to communities within the Study Area as conditions change. Draft Memo #4 must identify areas where density above projections in the regional travel demand model transportation analysis zone data is needed within the existing or future TriMet boundary to support transit service. Draft Memo #4 must also identify opportunities for improved bicycle and pedestrian access to transit.

Draft Memo #4 must identify potential solution strategies, both urban and rural, at a strategic or corridor level rather than the level of detailed route and stop information, as well as supporting Transportation Demand Management, land use, and bicycle and pedestrian programs and investments.

Consultant shall take the following actions in preparing Draft Memo #4:

- 1. Analyze each strategy's ability to meet the CCTDP Goals and Objectives in Memo #1 by applying the level of service and other performance measures and benchmarks contained in Memo #1;
- 2. Through discussions with transit providers both in and adjacent to the Study Area, identify ways to provide service where gaps occur, eliminate service duplication, increase linkages between systems, coordinate schedules between systems and plan joint marketing of transit within the region. Consultant shall determine

- schedule coordination potential at a strategic level and not at the precise level of timing at stops;
- 3. Evaluate costs and impacts to transit access of potential service changes and provide analysis that can be utilized to help justify funding requests;
- 4. Evaluate future service opportunities and provide a draft prioritization list using performance measures in Memo #1.

Consultant shall prepare more detailed information on recommended short-term operations and more conceptual information on long-term suggested strategies. Specifically, Memo #4 must include the following:

- a. Short-term (one-to-three years) system maps and conceptual operating plans;
- b. Long-term strategies describing service types, coverages and levels-of-service;
- c. Order-of-magnitude operating and capital costs (rolling stock and transit facilities); and
- d. Itemization of supporting Transportation Demand Management, land use, and bicycle and pedestrian transportation programs and investments.

Draft Memo #4 must present information in narrative form with tables, maps, photographs and other graphics necessary to communicate key ideas and findings.

County and APM will review and provide written comments on Draft Memo #4. Consultant shall respond to comments and prepare revised Memo #4 for use at PMT Meeting #3, TAC Meeting #3 and PAC Meeting #3.

4.3 Outreach Effort #2 – Consultant and County shall perform Outreach Effort #2 consistent with the Public Engagement Plan and whose purpose is to obtain feedback on Future Solution Strategies in Draft Memo #4.

The outreach must include an on-line survey with in-person events, social media, and direct outreach to help promote the on-line survey over a four-week period. The outreach should include innovative outreach strategies designed to reach a large number of individuals within underserved communities. The in-person events shall include two poster boards, comment forms or hard copies of the on-line survey and a project factsheet including the on-line survey weblink and additional meeting locations. Consultant shall provide Project materials (in both English and Spanish). Consultant staff shall attend up to four in-person events. Consultant shall have an additional Spanish-speaking staff attend up to two of the four in-person events. The County may conduct additional in-person events.

Consultant shall provide County social media content (for Facebook, Google, Reddit, etc.), content for paid print and radio advertising, flyers for high traffic locations like libraries and bus/transit malls, content for e-newsletters for distribution in incorporated cities within the County and through County e-mail lists, and assistance with e-mail outreach to community-based organizations and social services, etc. County shall post

the social media postings, purchase the advertising, distribute the flyers, and distribute the e-mails.

Consultant shall prepare a summary of comments received from Outreach Effort #2 for review and comment by County and APM. Consultant shall provide a revised summary of comments as an appendix to Final Memo #4.

- 4.4 PMT Meeting #3 Consultant shall organize and County shall lead PMT Meeting #3 to review and discuss Draft Memo #4. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions and next steps defined during PMT Meeting #3. PMT Meeting #3 must be conducted as an in-person meeting.
- 4.5 <u>TAC Meeting #3</u> County shall organize and Consultant shall lead TAC Meeting #3 to solicit TAC comments on Draft Memo #4.

Consultant shall provide agenda and meeting materials to County one week in advance of TAC Meeting #3. County shall prepare a meeting summary within one week after TAC Meeting #3.

4.6 <u>PAC Meeting #3</u> – County shall organize and Consultant shall lead PAC Meeting #3 to solicit PAC comments on Draft Memo #4.

Consultant shall provide agenda and meeting materials to County one week in advance of PAC Meeting #3. County shall prepare a meeting summary within one week after PAC Meeting #3.

4.7 <u>Final Memo #4</u> – Consultant shall provide Final Memo #4, updating Draft Memo #4 to incorporate the comments from TAC Meeting #3 and PAC Meeting #3 (as consolidated by County) and comments from Outreach Effort #2.

#### **County Deliverables**

- 4.A Review Memo #3: Assessment of Future Service Opportunities and Costs (Subtask 4.1)
- 4.B Review Draft Memo #4: Future Solution Strategies (Subtask 4.2)
- 4.C Outreach Effort #2 (Subtask 4.3)
- 4.D PMT Meeting #3 (Subtask 4.4)
- 4.E TAC Meeting #3 (Subtask 4.5)
- 4.F PAC Meeting #3 (Subtask 4.6)

#### **Consultant Deliverables**

- 4.A Memo #3: Assessment of Future Service Opportunities and Costs (Subtask 4.1)
- 4.B Draft Memo #4: Future Solution Strategies (Subtask 4.2)
- 4.C Outreach Effort #2 Online Survey (Subtask 4.3)
- 4.D Outreach Effort #2 Promotion Support (Subtask 4.3)
- 4.E Outreach Effort #2 In-person Events (3) (Subtask 4.3)
- 4.F Outreach Effort #2 Summary (Subtask 4.3)

- 4.G PMT Meeting #3 (Subtask 4.4)
- 4.H TAC Meeting #3 (Subtask 4.5)
- 4.I PAC Meeting #3 (Subtask 4.6)
- 4.J Final Memo #4: Future Solution Strategies (Subtask 4.7)

#### Task 5 Draft CCTDP

5.1 <u>CCTDP Outline and Draft CCTDP</u> – Consultant shall prepare a CCTDP Outline, using the guidance from ODOT's Transit Development Plan Guidebook. County and APM will review and comment on the CCTDP Outline provided by the Consultant.

Consultant shall prepare Draft CCTDP based on County and APM review of CCTDP Outline. At a minimum Draft CCTDP must include:

- a. The vision of what transit service can become and an implementation plan and strategies to achieve the vision;
- b. Transit goals, policies, and practices;
- c. Level of service analysis and travel patterns;
- d. Discussion of future service opportunities;
- e. Prioritized transit service needs, with the most urgent needs receiving the highest ranking;
- f. Measures to ensure access to transit is incorporated in future developments within close proximity to transit routes and stops, including identification of potential related amendments to Clackamas County Comprehensive Plan and Zoning Development Ordinance;
- g. Monitoring program to track performance of the implemented alternatives; and
- h. Land use strategies.

Based on cost estimates developed in Memo #3, Draft CCTDP must identify funding scenarios, including a funding reduction scenario, if appropriate, that will be used to develop financially constrained solutions and strategies.

County and APM will review the Draft CCTDP and provide suggested revisions to the draft. These revisions will be discussed in PMT Meeting #4 (see Task 5.2).

- 5.2 <u>PMT Meeting #4</u> Consultant shall organize and County shall lead PMT Meeting #4 to discuss the Draft CCTDP. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions and next steps defined during the PMT meeting.
- 5.3 <u>TAC Meeting #4</u> County shall organize and Consultant shall lead TAC Meeting #4 to solicit TAC comments on Draft CCTDP.

Consultant shall provide agenda and meeting materials to County one week in advance of TAC Meeting #4. County shall prepare a meeting summary within one week after TAC Meeting #4.

- 5.4 <u>PAC Meeting #4</u> County shall organize and Consultant shall lead PAC Meeting #4 to solicit PAC comments on Draft CCTDP.
  - Consultant shall provide agenda and meeting materials to County one week in advance of PAC Meeting #4. County shall prepare a meeting summary within one week after PAC Meeting #4.
- 5.5 Revised Draft CCTDP Consultant shall update the Draft CCTDP to respond to comments received at PMT Meeting #4, TAC Meeting #4, and PAC Meeting #4. Consultant shall provide Revised Draft CCTDP to County and APM.
- 5.6 <u>Executive Summary</u> Consultant shall develop an Executive Summary of the TDP of up to 10 pages that incorporates graphics and high-quality layout utilizing InDesign.

#### **County Deliverables**

- 5.A CCTDP Outline and Draft CCTDP Review (Subtask 5.1)
- 5.B PMT Meeting #4 (Subtask 5.2)
- 5.C TAC Meeting #4 (Subtask 5.3)
- 5.D PAC Meeting #4 (Subtask 5.4)

#### **Consultant Deliverables**

- 5.A CCTDP Outline and Draft CCTDP (Subtask 5.1)
- 5.B PMT Meeting #4 (Subtask 5.2)
- 5.C TAC Meeting #4 (Subtask 5.3)
- 5.D PAC Meeting #4 (Subtask 5.4)
- 5.E Revised Draft CCTDP (Subtask 5.5)
- 5.F Executive Summary (Subtask 5.6)

#### Task 6 Final CCTDP & Approval Process

- 6.1 <u>Clackamas County Planning Commission Hearing</u> County shall schedule, notice and prepare agenda for a Planning Commission Hearing. Consultant shall attend Planning Commission Hearing to present the Revised Draft CCTDP and respond to comments and questions. Consultant shall prepare a complete and accurate meeting summary and provide to County and Agency for review and comment within 5 days following the Planning Commission Hearing.
- 6.2 <u>C4 Meeting</u> County shall schedule, notice and prepare agenda for a C4 Meeting. Consultant shall attend C4 Meeting to present the Revised Draft CCTDP and respond to comments and questions. Consultant shall prepare a complete and accurate meeting summary and provide to County and Agency for review and comment within 5 days following the C4 Meeting.

- 6.3 <u>Board of County Commissioners Adoption Hearing/Policy Sessions</u> County shall schedule, notice and conduct a public hearing to take testimony and consider adoption of the Revised Draft CCTDP. County shall arrange for public comment period, prepare and present staff report, and take meeting minutes.
- 6.4 <u>Final CCTDP</u> Consultant shall prepare Final CCTDP, making revisions as needed based on input received during the adoption process described above in this Task 6. Consultant shall provide two hard copies and two electronic copies (native format and pdf) to each of County and APM.
- 6.5 <u>Final Title VI Report</u> County shall prepare and submit to APM a Final Title VI Report that documents process and outreach for all income, race, gender and age groups for the entire Project.

#### **County Deliverables**

- 6.A Clackamas County Planning Commission Hearing (Subtask 6.1)
- 6.B C4 Meeting (Subtask 6.2)
- 6.C Board of County Commissioners Adoption Hearing/Policy Sessions (Subtask 6.3)
- 6.D Final Title VI Report (Subtask 6.5)

#### **Consultant Deliverables**

- 6.A Clackamas County Planning Commission Hearing (Subtask 6.1)
- 6.B C4 Meeting (Subtask 6.2)
- 6.C Final CCTDP (Subtask 6.4)

#### Task 7C Transit Survey (Contingency Task)

Consultant shall develop 1 survey in order to establish a baseline of rider survey data, needs, or priorities across the transit providers within Clackamas County. Consultant shall provide a draft survey to County and Agency for review and comment. County and Agency will provide comments on the draft survey within 10 days of receipt. Consultant shall revise the survey to reflect those comments. Consultant shall administer the survey at transit centers or other locations with high foot traffic of transit riders or potential riders and at other locations as directed by County or Agency. Consultant shall be responsible for processing the data and shall summarize the data collected in a memorandum. Consultant shall provide such memorandum to County and Agency within 10 days of completion of Consultant's administration of the survey.

#### **Deliverables**

7C.A Transit Survey Review (Task 7)

#### **SCHEDULE**

Task # & Description	Project Schedule		
Task 1: Project Management and Grant Administration	Throughout Project Timeline		
Task 2: Public Engagement Plan & Project Schedule	January 2020 – February 2020		

Task # & Description	Project Schedule		
Refinement			
Task 3: Existing Conditions and Needs Analysis	February 2020 – April 2020		
Task 4: Scenario Development to increase accessibility	June 2020 – September 2020		
Task 5: Project Prioritization & Cost Estimates	September 2020 – November 2020		
Task 6: Final Report & Approval Process	November 2020 – January 2021		

### **County Match Plan (Estimated)**

Task		Staff Hours	Task Costs	
1	Project Management	20	\$	2,200
2	Public Engagement Plan	40	\$	4,400
3	Needs Analysis	54	\$	5,940
4	Future Service Opportunities & Evaluation	55	\$	6,050
5	Draft Clackamas Co. TDP	32	\$	3,520
6	Final Clackamas Co. TDP & Approval	7	\$	1,120
7	Contingency Tasks	7	\$	770
	Match Total	215	\$	24,000

#### **Consultant Deliverable Table**

Task	Deliverable	Fixed unit price	Max Quantity	Total
Task	1 Project Management and Grant Administration			
1.A	Refined Project Schedule (Subtask 1.1)	\$900	1	\$900
1.B	PMT Meetings / Conference Calls (Subtask 1.2)	\$430	18	\$7,740
1.C	Monthly Progress Reports (Subtask 1.3)	\$170	18	\$3,060
1.D	Project Meetings (2) (Subtask 1.5)	\$2,250	2	\$4,500
Task	2 Public Engagement Plan , Background and Existing Conditions			
2.A	Title VI Assessment Report (Subtask 2.1)	\$2,900	1	\$2,900
2.B	Public Engagement Plan (Subtask 2.2)	\$3,100	1	\$3,100
2.C	PMT Meeting #1 (Subtask 2.3)	\$2,800	1	\$2,800
1/1)	Materials for Project Web Page, Project Factsheet, and Online Commenting Map (Subtask 2.4)	\$4,550	1	\$4,550
2.E	Background Information and Existing Conditions Memo (Subtask 2.5)	\$13,400	1	\$13,400

Task	Deliverable	Fixed unit price	Max Quantity	Total
2.F	TAC Meeting #1 (Subtask 2.6)	\$3,200	1	\$3,200
2.G	PAC Meeting #1 (Subtask 2.7)	\$3,000	1	\$3,000
Task	3 Needs Analysis			
3.A	Draft Memo #1: Goals, Objectives and Performance Measures (Subtask 3.2)	\$5,300	1	\$5,300
3.B	Draft Memo #2: Existing Conditions and Needs Identification (Subtask 3.3)	\$10,600	1	\$10,600
3.C	Outreach Effort #1 Online Survey (Subtask 3.4)	\$4,500	1	\$4,500
3.D	Outreach Effort #1 Promotion Support (Subtask 3.4)	\$2,500	1	\$2,500
3.E	Outreach Effort #1 In-person Events (4) (Subtask 3.4)	\$8,100	1	\$8,100
3.F	Outreach Effort #1 Summary (Subtask 3.4)	\$2,200	1	\$2,200
3.G	PMT Meeting #2 (Subtask 3.5)	\$2,300	1	\$2,300
3.H	TAC Meeting #2 (Subtask 3.6)	\$3,200	1	\$3,200
3.I	PAC Meeting #2 (Subtask 3.7)	\$3,000	1	\$3,000
3.J	Final Memo #1: Goals, Objectives and Performance Measures (Subtask 3.8)	\$1,000	1	\$1,000
3.K	Final Memo #2: Existing Conditions and Needs Identification (Subtask 3.9)	\$1,750	1	\$1,750
Task	4 Future Service Opportunities and Evaluation			
4.A	Memo #3: Assessment of Future Service Opportunities and Costs (Subtask 4.1)	\$7,250	1	\$7,250
4.B	Draft Memo #4: Future Solution Strategies (Subtask 4.2)	\$10,550	1	\$10,550
4.C	Outreach Effort #2 Online Survey (Subtask 4.3)	\$4,500	1	\$4,500
4.D	Outreach Effort #2 Promotion Support (Subtask 4.3)	\$1,900	1	\$1,900
4.E	Outreach Effort #2 In-person Events (4) (Subtask 4.3)	\$8,100	1	\$8,100
4.F	Outreach Effort #2 Summary (Subtask 4.3)	\$2,200	1	\$2,200
4.G	PMT Meeting #3 (Subtask 4.4)	\$2,300	1	\$2,300
4.H	TAC Meeting #3 (Subtask 4.5)	\$3,200	1	\$3,200
4.I	PAC Meeting #3 (Subtask 4.6)	\$3,000	1	\$3,000
4.J	Final Memo #4: Future Solution Strategies (Subtask 4.7)	\$2,400	1	\$2,400
Task	5 Draft CCTDP			
5.A	CCTDP Outline and Draft CCTDP (Subtask 5.1)	\$9,700	1	\$9,700
5.B	PMT Meeting #4 (Subtask 5.2)	\$2,300	1	\$2,300

Task	Deliverable	Fixed unit price	Max Quantity	Total
5.C	TAC Meeting #4 (Subtask 5.3)	\$3,200	1	\$3,200
5.D	PAC Meeting #4 (Subtask 5.4)	\$3,000	1	\$3,000
5.E	Revised Draft CCTDP (Subtask 5.5)	\$2,200	1	\$2,200
5.F	Executive Summary (Subtask 5.6)	\$5,600	1	\$5,600
Task	6 Final CCTDP & Approval Process			
6.A	Clackamas County Planning Commission Hearing (Subtask 6.1)	\$2,250	1	\$2,250
6.B	C4 Meeting (Subtask 6.2)	\$1,800	1	\$1,800
6.C	Final CCTDP (Subtask 6.3)	\$1,200	1	\$1,200
Conti	ngent Task			
7.C	Contingent Transit Survey	\$4,950	1	\$4,950
	Project Total		\$	175,200

#### **EXHIBIT B**

#### ELIGIBLE PARTICIPATING COST

#### DESCRIPTION

#### PERSONNEL SERVICES

Salaries - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.

Overtime - Payments to employees for work performed in excess of their regular work shift.

Shift Differential - Payments to employees, in addition to regular pay, for shift differential work as descibed in labor contracts or Personnel Rules.

Travel Differential - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnal Rules.

#### SERVICES AND SUPPLIES

#### In-State Travel - Per Rates Identified in State Travel Handbook

Meals & Misc. - Payment for meals incurred while traveling within the State of Oregon.

Lodging & Room Tax - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.

Per Diem - Payment for per diem, incurred while traveling within the State of Oregon.

Other - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

Private Car Mileage - Payment for private car mileage while traveling within the State of Oregon.

#### Office Expense

Direct Project Expenses Including:

Photo, Video & Microfilm Supplies - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

Printing, Reproduction & Duplication - Expenditures for services to copy, print, reproduce and/or duplicate documents.

Postage - Payment for direct project postage.

Freight & Express Mail - Payment for direct project freight services on outgoing shipments.

#### Telecommunications

Phone Toll Charges (long-distance) - Payment for telphone long distance charges.

#### Publicity & Publication

Publish & Print Photos - Payment for printing and publishing photographs to development of publicity and publications.

Conferences (costs to put on conference or seminars)

#### Equipment \$250 - \$4,999

NOT ELIGIBLE

**Employee Training, Excluding Travel** 

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

#### CAPITOL OUTLAY

NOT ELIGIBLE