



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 5, 2022

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with ODOT to update the County’s Pedestrian and Bicycle Master Plans. Total project value is \$222,000. Match funding of \$22,500 through the County Road Fund. County General Funds are not involved.

Purpose/Outcome	Execute an Intergovernmental Agreement (IGA) with ODOT for grant award to update the County Bicycle Master Plan and Pedestrian Mater Plan.
Dollar Amount and Fiscal Impact	The County’s matching amount for this grant is \$30,000.00. \$22,500 cash contribution budgeted for FY22/23 and \$7,500 in-kind staff time.
Funding Source	Matching funds are from the Clackamas County Road Fund.
Duration	The contract terminates on January 31, 2024
Previous Board Action/Review	BCC authorized DTD to apply for TGM grant at Business Meeting on July 13, 2020. This item was presented to BCC at the May 3 rd issues meeting.
Strategic Plan Alignment	This item aligns with the stated policy perspectives of: <ul style="list-style-type: none"> • Carbon Neutrality, including developing and implementing a Climate Action Plan • Healthy and Active Lifestyle, guiding housing, transportation, and land use policies and decisions • Grow a safe and vibrant community
Counsel Review	Date of Counsel review: April 7, 2022. County Counsel Nate Boderman points out that Sections 4 and 8 of the agreement are not necessarily reciprocal: the county does not have the same termination rights and warranties that ODOT has. However, the language is “boilerplate” TGM grant contract language that county has executed for other projects, including the recently adopted Transit Development Plan.
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA with ODOT.
Contact Person	Scott Hoelscher, 503-742-4533
Contract No.	N/A

BACKGROUND: The County was award a Transportation and Growth Management (TGM) grant in 2021 to simultaneously update the Pedestrian and Bicycle Master Plans, both were last updated in 2003. The goal of the project to establish a comprehensive long-term vision for

improving walking and biking as a mode of transportation in Clackamas County. The end result will be a document that guides and equitably prioritizes future biking and walking transportation investments and active transportation policy in Clackamas County for the next 20 years. The consolidated plan will serve as the pedestrian and bicycle elements of the Transportation System Plan, which is Chapter 5 of the Comprehensive Plan. Maintaining up-to-date pedestrian and bicycle transportation plans is required by Oregon state law and statewide planning Goal 12: Transportation. The grant award requires entering into an intergovernmental agreement with ODOT.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve the Intergovernmental Agreement with ODOT to update the County's Pedestrian and Bicycle Master Plans.

Respectfully submitted,

Scott Hoelscher

Scott Hoelscher
Senior Planner – Multimodal Transportation
Department of Transportation and Development

INTERGOVERNMENTAL AGREEMENT
Clackamas County, Walk Bike Clackamas 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. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit B incurred by County and ODOT's Consultant during the term of this Agreement.

H. "Grant Amount" or "Grant" means the total amount of financial assistance (including \$22,500 of County's Matching Amount) disbursed by ODOT under this Agreement, which disbursements consist of the County's Amount and the Consultant's Amount. ODOT may use any of the County's Matching Amount to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "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.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.1 below.

SECTION 2. TERMS OF AGREEMENT

A. Term. 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. Further, ODOT's obligation to make any disbursements under this Agreement is subject to payment of the County's Matching Amount by County to ODOT. This Agreement terminates on January 31, 2024 ("Termination Date"), unless terminated earlier in accordance with Section 8 of this Agreement.

B. Grant Amount. The Grant Amount, which includes \$22,500 of County's Matching Amount, shall not exceed \$222,000.

C. County's Amount. The County's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$222,000.

E. County's Matching Amount. The County's Matching Amount is \$30,000. County shall pay ODOT \$22,500 of County's Matching Amount at time of the signing of this Agreement, which will constitute part of the Grant Amount. The remaining County's Matching Amount of \$7,500 shall be reported through cost reports, as described in Section 3, and shall be in addition to and not part of the Grant Amount.

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 \$7,500. 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 State of Oregon Accounting Manual, General Travel Rules, as 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. County understands and agrees that 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 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 Product 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."

J. Unless otherwise specified in Exhibit A, County shall submit all final Work Product 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.

K. Within 30 days after the Termination Date, County shall (1) pay to ODOT County's Matching Amount less \$22,500 paid at signing of this Agreement and Direct Project Costs that are Federally Eligible Costs previously reported as County's Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the County's Matching Amount that is applied to the Project pursuant to Section 3 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 prescribed 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, to the extent permitted by applicable law 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 as described in Exhibit A and County personnel, as necessary; and

(3) review invoices forwarded to County from ODOT's Contract Administrator 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. ODOT represents that, at the time ODOT executes this Agreement, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.

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 TGM 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, or by ODOT effective 30 days following written notice to County. In addition, 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 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 calendar days of receipt of written notice or by 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 calendar days of receipt of written notice or by 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, ODOT shall have any remedy available to it under this Agreement, at law, or in equity, including but not limited to withholding of or setoff against any disbursements otherwise due under this Agreement. 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, email, or mailing the same, postage prepaid, to ODOT or County at the address or number set forth in Exhibit A to 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. Any communication or notice delivered by email shall be deemed to be given when confirmation of the transmission is generated by the transmitting computer. 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(K) 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. Electronic signature and copies of signatures by facsimile, electronic scan, or other electronic means will be considered original signatures.

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.

County

Clackamas County

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through its
Department of Transportation

By: _____
Amanda Pietz, Division Administrator or
designee
Policy, Data & Analysis Division

Date: _____

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the
Attorney General's office.

By: Sam Zeigler, Sr.
AAG
(Official's Signature)

Date: via email
3/29/2022

TGM Grant Agreement No. PO-73000-00004518
TGM File Code 1E-20
EA # TG20LA10

Project	Walk Bike Clackamas Plan
Study Area	Consists of the unincorporated areas – both urban and rural – of Clackamas County
WBAC	Walk Bike Advisory Committee
ZDO	Zoning and Development Ordinance

Agency may change the APM designation, Agency’s address for invoicing (section H.5), or both by promptly sending written notice (e-mail notice or electronic amendment acceptable) to Consultant, with a copy to ODOT Procurement Office. Changes to Agency's Contract Administrator for the WOC must be done by amendment or electronic amendment. Any changes to Consultant’s Project Manager must be approved in writing (e-mail acceptable) by Agency. Consultant shall provide written notice (email acceptable) to Agency of any changes to Consultant’s other contacts for this WOC.

SPECIAL DEFINITIONS FOR INTERPETING EO 21-29 OBLIGATIONS

The following definitions are from EO 21-29 as it may be amended. These definitions are for reference only and Consultant should refer to the EO 21-29 and FAQ for current definitions.

“[EO 21-29](#)” means Governor of the State of Oregon’s Executive Order 21-29 as may be amended,

“FAQ” means the [Executive Order 21-29 frequently asked questions](#) for State Contractors as may be amended.

For interpretation of provisions relating to EO 21-29:

- a. The terms "Executive Branch," "COVID-19," "Fully Vaccinated," "Proof of Vaccination," "Employee," and "Worker" have the meanings defined in EO 21-29.
- b. The term “Worksite” has the meaning defined in the FAQ.

The following definition of Worksite is from the [Executive Order 21-29 frequently asked questions](#) for State Contractors Frequently Asked Questions as may be amended and is for reference only. Consultant should refer to the [Executive Order 21-29 frequently asked questions](#) for State Contractors FAQ for the most recent definition.

- a. “Worksite” means any indoor premises controlled or operated by an Executive Branch agency, where a Worker performs services in person for longer than 15 minutes (“close contact” as defined by the Centers for Disease Control and Prevention). For leased spaces including multi-tenant environments, this includes only the spaces and services under the control of the agency, it excludes landlord provided services and doesn’t include common areas or other areas not within the control of the Agency.

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following project (the “Project”):

Project Purpose/Transportation and Relationship

The Walk Bike Clackamas Plan (“Project”) must update the Clackamas County (“County”) Pedestrian & Bicycle Master Plans resulting in a consolidated plan, which will be an amendment to the Clackamas County 2013 TSP. The Walk Bike Clackamas Plan must provide comprehensive guidance on active transportation investments and policy in order to create a balanced, connected and safe transportation system. The Project purpose is to establish a comprehensive, long-term vision for improving walking and biking opportunities in Clackamas County.

Study Area

The Study Area for the Project consists of the unincorporated areas – both urban and rural - of Clackamas County (“Study Area”), as shown in Figures 1 and 2 below:

Figure 1: Study Area: Urban Unincorporated Clackamas County

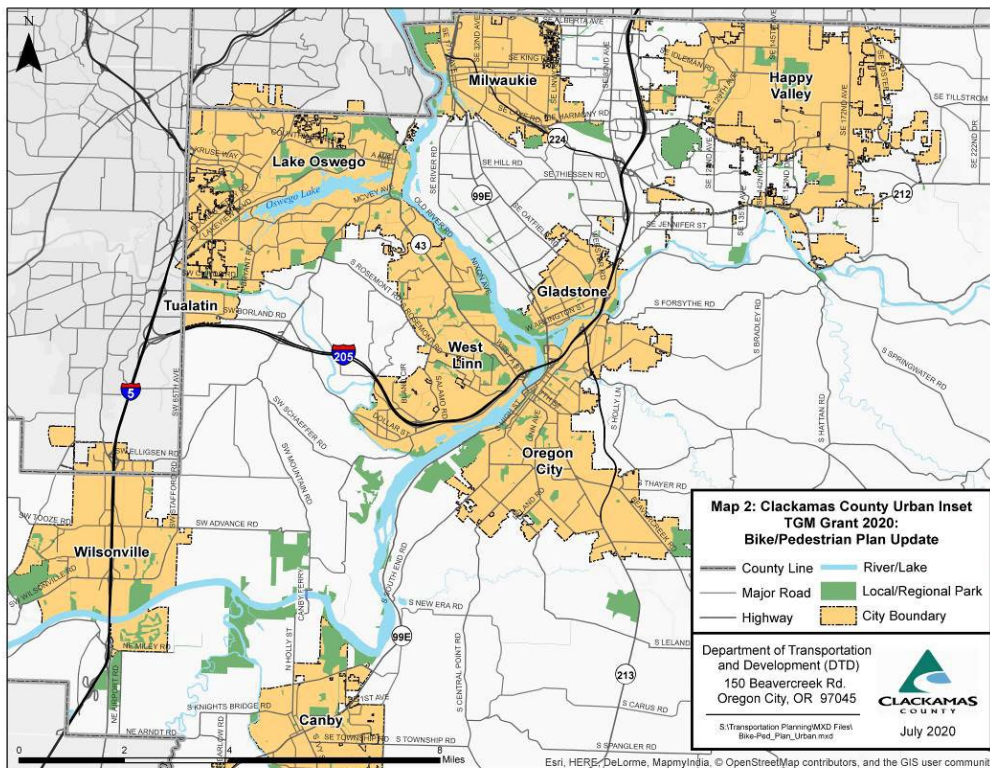
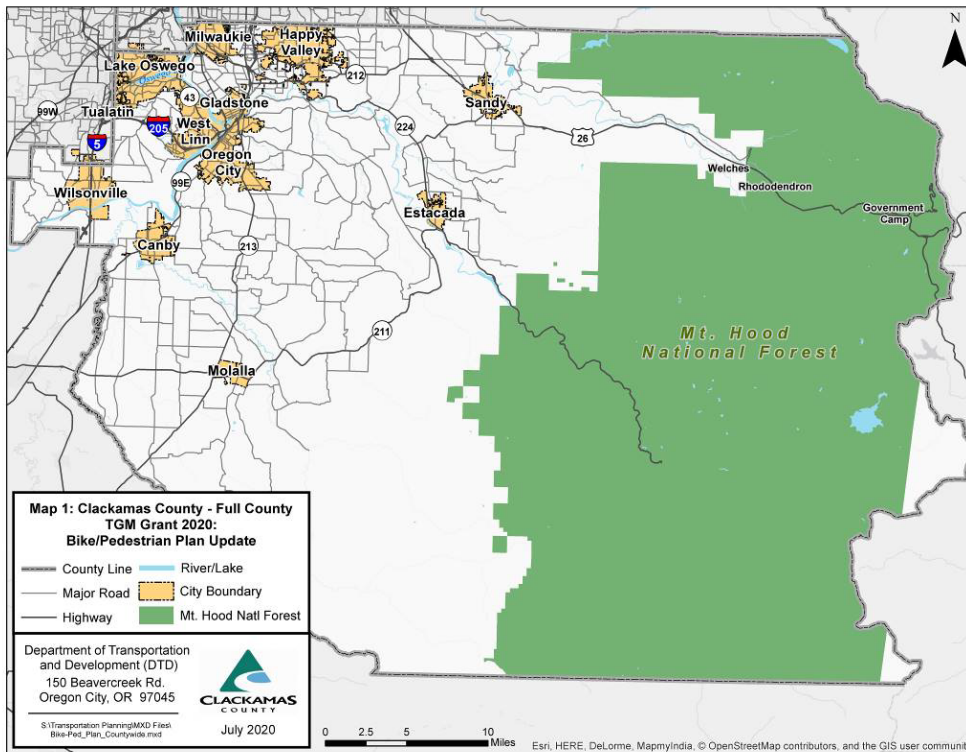


Figure 2: Study Area: Rural Unincorporated Clackamas County

Background

The Clackamas County Pedestrian & Bicycle Master Plans were adopted in 1996. Since the last updates in 2003, the County’s transportation system has drastically changed; projects have been built and policy perspectives have changed. The current Clackamas County Pedestrian & Bicycle Master Plans were developed before health and equity considerations were metrics in the planning process. Emerging technologies, climate change considerations, and innovative facility treatments have also evolved.

The Project complements recently completed planning efforts as well as the County Transit Development Plan, which is currently underway. Recent efforts have targeted geographic areas:

- 2016 *Villages at Mt. Hood Pedestrian and Bikeway Plan* focused on infrastructure improvements in the Mt. Hood area;
- 2015 *Active Transportation Plan* (“ATP”) provides guidance on regional active routes and principal connections between communities, forming the network “spine” or “main artery system” and was adopted into the 2013 Transportation System Plan;
- 2012 *Clackamas Regional Center Pedestrian and Bicycle Connection Plan* prioritized active last mile connections from the MAX Green Line terminus; and
- Safe Routes to Schools Action Plan work for various schools throughout the urban areas of the County.

Project provides the opportunity to build on these efforts and consider countywide active transportation goals and policies through emphasis on equity and health lenses. The Project also represents a shift from a focus on maximizing vehicle efficiency to ensuring county roads are safe, connected, and accessible regardless of whether the mode is by car, bicycle, or foot.

Racism and discrimination intersect with all sectors in Oregon, including transportation and the built environment. Active transportation policies and processes that do not address racism and discrimination create racial inequities in choice and ability to use active modes, which in turn lead to inequitable outcomes in health and well-being. In Clackamas County, Black residents are admitted to emergency departments and urgent care facilities for travel-related injuries at three times the rate of White residents. This Project will provide the opportunity to evaluate active travel policies and priorities through a racial equity lens, which has not been done in previous planning efforts. The Project must identify social, cultural, and physical barriers to active mobility by engaging with groups who face additional barriers to walking, biking and rolling--including communities of color, immigrants, people with disabilities, youth, low-income residents and seniors -- to inform updated projects and policies.

Clackamas County has the second highest percentage of residents that commute alone by car for 30 or more minutes in the state, and only 20% of adults in the County meet the national guidelines of 150 minutes of moderate physical activity per week. The 2017-2020 *Blueprint for a Healthy Clackamas County*, the community health improvement plan for the County, identifies physical environments as key determinants in the ability of individuals and communities to adopt and sustain healthy behaviors. The Walk Bike Clackamas Plan advocates for strategies to increase active commuting and the infrastructure to encourage it. This Project will focus on creating more opportunities for physical activity to improve health and advance systems change within the County to integrate health considerations and metrics into transportation development processes.

The Board of County Commissioners (“BCC”) has set a goal for the County to be carbon neutral by 2050, which means reducing our greenhouse gas emissions to the point where we can capture as much as we emit. Carbon neutrality will require action on many fronts. Because a vast majority of transportation emissions (79%) come from passenger cars, replacing single-occupancy vehicle trips with biking and walking will be an important part of the County’s climate change strategy. This Project will help reduce regional carbon emissions that contribute to climate change.

Project Objectives

The project objective is to develop an updated and consolidated Bike & Walk Clackamas Plan that must achieve the following:

- Guide biking and walking transportation investments and policy for the next 20 years.
- Determine and prioritize bicycle and pedestrian infrastructure needs for both urban and rural areas.

- Identify active transportation challenges for vulnerable, underserved, and historically marginalized populations, and identify strategies and investments to address them.
- Create a plan that includes supportive programs and policies necessary to create a balanced multimodal system and increase safety and convenience of walking and biking.
- Provide an active transportation racial equity and health framework to guide future transportation decision-making in the County.
- Develop a community-backed plan that provides engagement and input opportunities throughout the project and open to all residents.
- Adopt a user-friendly, accessible plan that serves as a “one-stop” shop for active transportation policies and projects in Clackamas County.
- Develop a plan that complies with *Performance Clackamas* policy perspectives related to climate change and equity.

Provide strategic guidance for technological enhancements to the active transportation network to increase safety and accessibility.

General Requirements

- The Oregon Department of Transportation’s (“ODOT”) Agency Project Manager (“APM”) (or such other individual identified in specific tasks or as designated in writing to Consultant) is the primary contact on behalf of Agency for this Project.
- To the extent possible, all transmittals from Consultant to Agency must include as applicable the Project name and the Project file code.

General Requirements for Project Management

County shall provide a Project Manager throughout the Project and other adequate staff to complete the Project in accordance with the anticipated timeline. APM, County’s Project Manager, and Consultant Project Manager shall serve as the Project Management Team (“PMT”) and may invite others to participate. County shall maintain effective communication and coordination between Agency and Consultant throughout the Project.

General Requirements for Written and Graphic Deliverables

Written (text) and graphic deliverables must be provided in electronic format. All documents must be written concisely, in plain language and use an easily understood format. Where possible, Consultant shall present information in tabular or graphic format, with a simple and concise accompanying narrative.

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.

Electronic versions of written (text) deliverables must be Microsoft Word compatible. Written deliverables must include, but are not limited to, the Project name, a title that refers to the contract deliverable, draft number, subtask number, and date of preparation.

Graphic deliverables must be in software compatible with AutoCAD, SketchUp, Adobe Illustrator, or ESRI compatible Geographic Information System (“GIS”) software, as appropriate to the deliverable. All graphic deliverables must be well documented, with Project name, a title that corresponds to the contract deliverable, draft number, a legend, and the date of preparation. Electronic versions of base and plan maps must be in color and display-sized maps must be printed in color when important to public comprehension. Color deliverables must be readable when reproduced in black and white.

Consultant shall provide GIS deliverables with data sets or updated data sets to County and APM.

Consultant shall provide a draft of written and graphic deliverables to the County and APM in electronic format at least two weeks prior to broader distribution. Consultant draft deliverables must be substantially complete and any changes or revisions needed to address comments are expected to be minor. County Project Manager shall and APM will review the deliverables and submit comments to Consultant within 5 business days from the date a deliverable is received.

Draft Deliverables

Draft deliverables must be substantially complete, and any changes or revisions needed to address comments must be minor. Technical memoranda are expected to be 10-30 pages in length with a one-page summary of the key elements of the memoranda and delivered in electronic PDF and Word formats. Substantially complete deliverables must include appendices, figures, and tables. PDF’s must be saved with navigation bookmarks that were present in Word document based deliverables.

Unless otherwise directed by APM, Consultant shall submit initial Draft deliverables (e.g., Open House materials, Workshop materials, and Technical Memoranda) to County and APM fourteen days in advance of Walk Bike Advisory Committee (“WBAC”) and public meetings at which the deliverables are expected to be needed. County shall and ODOT will submit one set of consolidated, coordinated comments on draft deliverables to Consultant within seven business days after receipt of Consultant’s initial Draft deliverables, unless otherwise directed by APM. Consultant shall provide revised Draft deliverables at least seven days prior to when they are needed. The Draft deliverable is inclusive of initial and revised Draft.

General Requirements for Final Deliverables

Consultant shall prepare final, adoption ready plans and amendments to plans as final policy statements of the local government and must not include language such as “it is recommended...” or “County should...” Consultant shall prepare new and amended code language as final, adoption ready regulatory statements of County. Final plan, plan amendments, code, and code amendments must include all necessary amendments or deletions to existing County plans or code to avoid conflicts and enable full integration of proposed plan with existing County documents.

Final plans and amendments must not include names and logos of Consultant, Transportation and Growth Management Program, ODOT, or Oregon Department of Land Conservation and Development or project codes. These items are only allowed on the acknowledgement page.

Final plans and amendments must 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 the State of Oregon funds.

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

General Requirements for Meetings

Meeting arrangements include, but are not limited to: scheduling meeting dates and times with meeting participants, distribution of agendas and meeting materials in advance of the meeting, reserving a suitable meeting location, placing advertisements in local media, and posting notices in public locations (such as County buildings and libraries).

Conducting meetings includes, but is not limited to: preparing agendas and meeting materials, making presentations, and facilitating discussion of relevant issues.

County shall, in accordance with County standards regarding meetings, prepare and distribute all staff reports, agendas, relevant materials, necessary public notices, and notifications, and provide public outreach for community involvement.

Meeting locations must be accessible by people with disabilities. Meeting notices must include an offer to make accommodations for people with disabilities with sufficient advance notice, including contact information for such notification.

General Requirements for Public Involvement

Public Involvement must allow residents and business owners of County and its environs an opportunity to provide input into the Project. County shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic 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 affects their environment or 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 seek out and facilitate the involvement of those potentially affected.

The public involvement program must include, but is not limited to, specific steps to provide opportunities for participation by federal Title VI communities. County and Consultant shall utilize the ODOT Title VI (1964 Civil Rights Act) Plan guidance to identify Title VI populations, formulate public involvement strategies, and report outreach efforts to and participation by Title VI communities.

B. STANDARDS and GENERAL REQUIREMENTS

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1. Standards

The standards, manuals, directives and other guidance applicable to Professional Services and Related Services are referenced below or available on Agency's webpages linked below and are incorporated by this reference with the same force and effect as though fully set forth herein.

The standards, manuals, directives and other guidance listed below or available on Agency's webpages are not exhaustive and may not include all applicable standards for a given Project. **Consultant shall be responsible for determining all applicable practices and standards to be used in performing Professional Services and Related Services. Consultant shall inform and demonstrate to Agency if standards, directives or practices required by Agency in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for the design.** Should the requirements of any reference, standard, manual or policy referenced in the PA or WOC conflict with another, Consultant shall, in writing, request Agency to resolve the conflict.

Unless otherwise specified in a given task, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables must be English.

a. Planning, Survey, Preliminary Engineering and Design Manuals, Standards and Guidance:

- **Technical Manuals - alphabetical list** (<https://www.oregon.gov/ODOT/Engineering/Pages/Manuals.aspx>)
- **Planning Guidance and Resources** (<https://www.oregon.gov/ODOT/Planning/Pages/Guidance.aspx>)
- **Planning Analysis** (<https://www.oregon.gov/ODOT/Planning/Pages/Technical-Tools.aspx>)

- **Geo-Environmental Guidance** (<https://www.oregon.gov/ODOT/GeoEnvironmental/Pages/Guidance.aspx>)
- **Geometrics Resources & Guidance** (<https://www.oregon.gov/ODOT/ETA/Pages/OCRS.aspx>)
- **Surveying Manuals & Resources** (<https://www.oregon.gov/ODOT/ETA/Pages/Surveying.aspx>)
- **Bridge Standards & Manuals** (<https://www.oregon.gov/odot/bridge/pages/index.aspx>)
- **Engineering Guidance** (<https://www.oregon.gov/ODOT/Engineering/Pages/Eng-Guidance.aspx>)
- **Standard Drawings and Details** (<https://www.oregon.gov/ODOT/Engineering/Pages/Standards.aspx>)
- **Technical Guidance** (<https://www.oregon.gov/ODOT/Engineering/Pages/Technical-Guidance.aspx>)
- **Access Management Manual & Guidance** (<https://www.oregon.gov/odot/engineering/pages/access-management.aspx>)
- **Project Delivery Guide & Forms** (<https://www.oregon.gov/ODOT/ProjectDel/Pages/Project-Delivery-Guide.aspx>)
- **Oregon Standard Specifications for Construction** (https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx)
- **ODOT Forms Library** (<https://www.oregon.gov/ODOT/Forms/Pages/default.aspx>)
- **ADA Compliance – Assessment, Design, Inspection.** When the Services under this WOC include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:
 - a. Use ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (“ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and
 - b. Follow ODOT’s processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

When the Services under this WOC include inspection of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. Inspections must be performed by ODOT certified inspectors (which must include certified environmental inspectors when appropriate). In addition, at Project completion, Consultant shall complete the applicable ramp-specific ODOT Curb Ramp Inspection Form 734-5020(A-G) for each curb ramp constructed, modified, upgraded, or improved as part of the Project. Each completed form must be submitted electronically by clicking the “Submit by E-mail” button on the form (and cc APM). The forms are documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Forms and instructions are available at the following address: <https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

b. Website or Web Content Development and Maintenance Standards

Consultant shall perform all required web-related Services in conformance with the **ODOT Web Standards** (available at: <https://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx>), which is incorporated into this PA with the same force and effect as though fully set forth herein. ODOT shall have ownership and control of Work Products developed by Consultant as set forth in the terms and conditions of the PA, Part II, Section 7 - Ownership of Work Product.

c. ODOT Communications Standards

For any Consultant tasks that require communications functions on behalf of Agency, Consultant shall comply with the ODOT Communications Standards (available at: <https://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx>) which is incorporated into this WOC with the same force and effect as though fully set forth herein.

2. Compliance with Applicable Law (in addition to those identified elsewhere in the PA.).

Consultant shall comply with EO 21-29. Consultant certifies that for the term of the Contract or the duration of EO-21-29, whichever expires or terminates first, each Worker who provides goods and services at an Executive Branch Worksite is Fully Vaccinated against COVID-19 unless an exception under paragraph 6 of EO 21-29 applies. "Special Definitions for Interpreting EO 21-29 Obligations" (above) apply to this section. Consultant shall maintain in its records Proof of Vaccination or permitted exceptions under section 6 of EO 21-29 for such Workers providing goods and services at an Executive Branch Worksite. Consultant shall provide written certification of its compliance with EO 21-29 on request of the Agency. The Agency reserves the right to request the documentation supporting Consultant's certification. Consultant's compliance with this section is a material term of this Contract, and Consultant's failure to comply constitutes a breach entitling Agency to terminate this Contract for cause.

C. REVIEW, COMMENT and SCHEDULE OVERVIEW

- Consultant shall coordinate with Agency staff as necessary and shall revise draft deliverables to incorporate Agency draft review comments.
- Consultant shall return the revised deliverables to Agency staff, with Agency comments incorporated, within 10 business days of Consultant's receipt of Agency's comments, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

D. FORMAT REQUIREMENTS

- Consultant shall submit draft deliverables in electronic format via email (and hard copy if requested).
- Consultant shall also submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Additional format requirements may be listed with specific tasks/deliverables in the SOW or in the PA.

E. TASKS, DELIVERABLES and SCHEDULE

Unless the WOC is terminated or suspended, Consultant shall complete all tasks and provide all deliverables (collectively, the “Services”) included in this WOC and in accordance with the performance requirements and delivery schedules included in this WOC. For purposes of standardization, the task numbering in this SOW may be non-sequential. Consultant understands that Clackamas County have significant tasks related to, and involvement with, the Project. As such, Agency has entered into separate Intergovernmental Agreements (“IGA”) with the Clackamas County # PO-73000-00004518 pursuant to which Clackamas County will perform work related to the Project. The “Clackamas County Deliverables” included in this WOC are for informational purposes only and are not the responsibility of the Consultant.

The delivery schedule is consolidated in a table at the end of Section E.

Task 1 Project Management

Objectives:

- *Establish project management structure; schedules and lines of communication between the County, interested agencies, partnering jurisdictions and the advisory committees.*
- *Set the stage for efficient development of the Walk Bike Clackamas Plan.*

1.1 Refined Project Schedule

Consultant shall prepare draft Refined Project Schedule and deliver to County and APM one week before PMT Kickoff Meeting. The Refined Project Schedule must include Project deliverables, comment deadlines, committee meetings and public meetings. The Refined Project Schedule shall not modify any of the deliverable due dates set forth in this WOC, including the Project Schedule at the end of this Section E. County and APM shall review the draft Refined Project Schedule and provide comments to Consultant. Consultant shall update the Refined Project Schedule to incorporate comments from County and APM and, within 10 days after receiving such comments, distribute the final Refined Project Schedule to County and APM for approval.

1.2 PMT Conference Call Meetings

Consultant shall arrange and conduct PMT Conference Call meetings at least twice a month throughout the Project, for a total of up to 36, in addition to the PMT meetings specified in later tasks. Consultant shall provide a meeting agenda at least two business days prior to the meeting and provide summary meeting notes with decisions and action items within two days after the meeting.

1.3 Clackamas County Walk Bike Advisory Roster

County shall form the Clackamas County Walk Bike Advisory Committee (“WBAC”). The membership of the committee is expected to be comprised of a cross-representation of Clackamas County, including but not limited to community members representing senior and youth, transportation disadvantaged, communities of color, public health, mobility impaired/people with disabilities, transit, car and freight, pedestrian, and bicycle users.

The membership of the committee is also expected to include representatives from the County Public Health Advisory Committee, and from the active transportation community with technical expertise in the areas of pedestrian and bicycle transportation planning, environmental justice and equity, sustainability and climate change, land use planning, transportation engineering, regional transportation planning and traffic safety.

County shall prepare the WBAC roster.

1.4 WBAC Charter

Consultant shall develop a WBAC Charter, a code of conduct including meeting ground rules, roles and responsibilities for WBAC, and decision-making processes that ensure shared power and optimize committee members’ value at the table.

The County shall send WBAC invitations with the WBAC Charter. The County shall serve as the primary point of contact for WBAC members.

1.5 Draft Walk Bike Clackamas Plan Table of Contents

County shall develop Draft Walk Bike Clackamas Plan Table of Contents for PMT review and approval at the PMT Kickoff Meeting. Draft Walk Bike Clackamas Plan Table of Contents must include, but is not limited to, Project goals and objectives; purpose; Project need and a list of the potential maps and exhibits needed to tell the story. The Table of Contents must be generally based on the Project deliverables. County shall provide a draft Table of Contents to the PMT at least one week prior to PMT Kickoff Meeting and send out revisions within one week after meeting.

1.6 PMT Kickoff Meeting

County shall arrange and conduct PMT Kickoff Meeting to be held within five weeks of Notice to Proceed. County shall lead discussion of Project scope, schedule, Task 1 deliverables, and overall Project goals and objectives. County shall lead a reflection discussion on what a commitment to equity looks like as a PMT to this project.

Consultant shall provide an agenda and the materials to be discussed at least one week prior to PMT Kickoff Meeting and provide a meeting summary no later than one week following PMT Kickoff Meeting.

County Deliverables

- 1a PMT Conference Call Meetings (up to 36)
- 1b WBAC Roster
- 1c Draft Walk Bike Clackamas Plan Table of Contents
- 1d Arrange and conduct PMT Kickoff Meeting
- 1e Review of Task 1 Consultant deliverables

Consultant Deliverables

- 1A **Refined Project Schedule:** Refined Project Schedule (within 10 days of receiving County and APM comments) *Subtask 1.1*
- 1B **PMT Conference Call Meetings:** Agendas (at least two days prior to PMT Meeting) and Summary Notes (within two days after PMT Meeting), up to 36 meetings. *Subtask 1.2*
- 1C **WBAC Charter:** WBAC Charter (at least one week prior to PMT Kickoff Meeting) *Subtask 1.4*
- 1D **PMT Kickoff Meeting:** PMT Kickoff Meeting (within five weeks of Notice to Proceed). Agenda and materials (at least one week prior to PMT Kickoff Meeting) and Summary (within one week of PMT Kickoff Meeting. *Subtask 1.6*

Task 2 Public Engagement Strategy

Objectives

- *Develop a strategy that embeds equitable, county-wide public involvement throughout the Project.*
- *Focus engagement with historically marginalized communities and reaching people underserved by or that face greater barriers to active transportation options.*
- *Conduct a planning process that strives to reach as many residents as possible.*
- *Consider an engagement strategy that uses traditional formats as well as virtual meetings utilizing an online platform.*

2.1 Public Engagement Strategy

County shall develop a Public Engagement Strategy and implement it jointly with the Consultant team throughout the life of the project.

The Public Engagement Strategy, which must follow the latest COVID-19 public health guidance, must outline public engagement activities, including, but not limited to:

- A WBAC kickoff meeting, which may include an in-person or virtual field visit of recent active transportation improvements and system deficiencies;
- In-person and virtual events, and
- Non-traditional techniques such as virtual meetings, remote stakeholder interviews, focus groups, online open houses, surveys, and place-based (unstaffed) information, as appropriate.

The Public Engagement Strategy must detail how activities ensure that historically marginalized populations are able and encouraged to participate. This Project will build upon and follow the

guidelines outlined in the County's Public Engagement Strategy regarding equitable planning and outcomes.

The Public Engagement Strategy must:

- Satisfy Title VI outreach requirements.
- Include outreach objectives,
- Identify the PMT member responsible for executing public engagement action,
- Specify deadlines for the creation and review of the agreed upon communication tool(s).
- Identify appropriate languages for translation.
- Include specific methods that will be used to engage communities of color and other communities not typically involved in the planning process.

The Public Engagement Strategy must leverage existing County partnerships with community-based organizations, non-profits, and other regional partners as appropriate.

Consultant shall facilitate a meeting to develop the engagement strategy with County partners from the Public and Government Affairs, Public Health, and the Office of Equity and Inclusion Equity. The Consultant shall facilitate this meeting with relevant partners to help develop the framework for the strategy as part of this task.

2.2 Title VI Assessment Report

Consultant shall prepare Title VI Assessment Report analyzing census data to report on the numbers and locations of protected populations within the Study Area. Consultant shall map Title VI populations to identify the County's transportation needs consistent with Oregon Administrative Rules ("OAR") 660-012-0030 (1)(b) and avoid undue adverse impacts when considering future projects. Based on this initial analysis, Consultant shall outline any additional demographic data needed to inform the Walk Bike Clackamas Plan. County shall review and provide written comment on draft Title VI Assessment Report.

The Title VI Assessment Report must be completed concurrently with the public engagement strategy to inform outreach engagement tactics and process metrics.

2.3 Tech Memo #1: Health and Equity Framework

Consultant shall prepare Tech Memo #1. Tech Memo #1 must include a health and equity lens, identify how it is integrated into the vision and strategy, and describe how it can serve as the guiding principle during the Project. Tech Memo #1 must include detail on how active transportation, racial equity and health frameworks can serve to guide future transportation decision-making.

Tech Memo #1 must:

- Define health and equity in context of this Project and its connection to Project objectives;
- Develop health and equity into a set of guiding principles to inform and guide the Project; and
- Identify/confirm strategies to incorporate health and equity throughout the Project.

Tech Memo #1 must address PMT and County comments.

2.4 Draft Tech Memo #2: County Baseline Health Conditions

The County Public Health Division shall provide data and Consultant shall prepare Draft Tech Memo #2 which will serve as the foundation for explicitly considering health throughout the Project development process. Draft Tech Memo #2 must be completed before the WBAC Meeting #1.

Draft Tech Memo #2 must:

- Summarize baseline health outcomes and behaviors, including obesity, cardiovascular disease and diabetes rates, at both the county and sub-county levels as data allows.
- Leveraging a health pathway diagram, the health conditions must be connected to active transportation projects, programs, and policies to demonstrate how health (physical, mental, and emotional) is impacted by the transportation system.
- Incorporate County-provided summary of emergency room and urgent care center visits for active travel-related injuries from the ESSENCE database.

County shall provide data ready for analysis. Draft Tech Memo #2 must address PMT comments.

2.5 Project Webpage

County shall host a Project Webpage for the Walk Bike Clackamas Plan. County shall draft content for the webpage within two weeks of PMT Kickoff Meeting. At a minimum, webpage content must include:

- Project overview and objectives;
- Project deliverables;
- WBAC meeting dates, agendas, materials, recordings, and minutes;
- Links to information about engagement and outreach activities;
- Opportunities for public comment and input; and
- Links to relevant planning documents.

County shall maintain the Project Webpage throughout the Project.

2.6 Walk Bike Clackamas Plan Logo

County shall develop a unique logo for the Project to help the Walk Bike Clackamas Plan be easily identifiable by staff, committee members, and the public. County and Consultant shall use Walk Bike Clackamas Plan logo on all correspondence, public engagement materials and Project Webpage.

2.7 Project Fact Sheet

Consultant, in consultation with County, shall create a Project Fact Sheet which clearly lays out need and purpose of the Project, Project Objectives, and expected outcomes. Project Fact Sheet

must use accessible language and be translated at a minimum to Spanish and Russian. Consultant shall provide content to help County update Project Fact Sheet one time during the Project.

2.8 Final Tech Memo #2: County Baseline Health Conditions

Consultant shall prepare Final Tech Memo #2 incorporating WBAC comments as directed by PMT.

County Deliverables

- 2a Public Engagement Strategy
- 2b Project Webpage
- 2c Walk Bike Clackamas Plan Logo
- 2d Translated Project Fact Sheet into Spanish and Russian
- 2e Review of Task 2 Consultant deliverables

Consultant Deliverables

- 2A **Facilitate Public Engagement Plan Framework Meeting:** Meeting facilitation (prior to Tech Memo #1: Health and Equity Framework) *Subtask 2.1*
- 2B **Title VI Assessment Report:** Title VI Assessment Report (concurrent with the public engagement strategy) *Subtask 2.2*
- 2C **Tech Memo #1: Health and Equity Framework:** Tech Memo #1 (prior to Draft Tech Memo #2) *Subtask 2.3*
- 2D **Draft Tech Memo #2: County Baseline Health Conditions:** Draft Tech Memo #2 (prior to WBAC Meeting #1) *Subtask 2.4*
- 2E **Project Fact Sheet:** Project Fact Sheet (prior to beginning Task 3) *Subtask 2.7*
- 2F **Final Tech Memo #2:** Final Tech Memo #2 (prior to beginning Task 3) *Subtask 2.8*

Task 3 Existing Conditions Analysis

Objectives:

- *Understand and document the existing pedestrian and bikeway urban and rural networks to lay the groundwork for determining future infrastructure needs.*
- *Summarize existing adopted plans impacting the project to lay foundation for determining intersect with Walk Bike Clackamas Plan.*

3.1 Existing Conditions Maps

Utilizing GIS layers and data provided by the County, Consultant shall prepare a series of maps documenting existing active transportation systems in unincorporated Clackamas County. Relevant data sources include, but are not limited to, Metro Regional Land Information System; TriMet Pedestrian Plan sidewalk inventory; North Clackamas Parks and Recreation District Trails Master Plan inventory, as available; Clackamas County 2020 Bike Map update data; Health Share Medicaid records, and County Roadway Information Management System data.

At a minimum, the Existing Condition Maps must include the following data:

- *Existing* bicycle transportation system, including:
 - Urban unincorporated bikeway network
 - Rural unincorporated bicycle facilities
- Existing urban sidewalk network
- Existing multi-use trails
- Planned pedestrian and planned bicycle networks based on adopted plans such as the Active Transportation Plan
- Metro Regional Active Transportation facilities within Clackamas County
- Tier 1-3 capital sidewalk and bicycle projects in Transportation System Plan
- Health conditions, health disparities and social vulnerabilities
- Existing pedestrian and bikeway projects within the County 20-year Capital Implementation Plan project lists
- Existing and planned active transportation count locations.
- Bicycle and pedestrian crash data: geographic and tabular data highlighting areas where bicycle and pedestrian crashes occur disproportionately in the County, as well as who is disproportionately impacted, to inform Project goals and project prioritization.
- Attractors and known activity centers known to draw walkers and bikers – e.g. high walking-biking trip generators.

County shall provide existing sidewalk network data and multi-use trails, digitize planned pedestrian and bicycle networks into GIS for Consultant use, and provide accurate and clean bicycle and pedestrian crash data ready for analysis.

Existing Conditions Maps must address PMT comments.

3.2 Draft Tech Memo #3: Current Plans Memorandum

Consultant, in coordination with County, shall prepare Draft Tech Memo #3 summarizing existing adopted plans that guide bikeway development and pedestrian planning in Clackamas County. Draft Tech Memo #3 must include guidance on the Walk Bike Clackamas Plan interface with other adopted County plans and how these plans can work together to create a safe, accessible multimodal transportation system. County shall provide direction on the most relevant plans, components, policy goals, etc.

At a minimum, Draft Tech Memo #3 must address the following:

- 2013 Transportation System Plan
- 2015 Active Transportation Plan
- 2003 Pedestrian Master Plan
- 2003 Bicycle Master Plan
- Mt. Hood Pedestrian and Bicycle Implementation Plan
- Drive to Zero Safety Action Plan
- Community Health Improvement Plan 2021

Secondary review:

- Clackamas Regional Center Pedestrian and Bicycle Connection Project
- Clackamas County Climate Action Plan (in development and expected to be completed by December 2022)
- Clackamas County Community Health Improvement Plan 2017
- Metro Regional Mobility Policy Update
- Relevant municipal active transportation-related plans
- Any other plans, programs, policies, or regulations impacting the project

County shall supply hard copies of any plans that are not available online (e.g., the 2003 Pedestrian and Bicycle Master Plans). County shall provide support to make plan review as efficient as possible. Draft Tech Memo #3 must address PMT comments.

3.3 Draft Tech Memo #4: Existing Conditions Analysis

Consultant shall prepare Draft Tech Memo #4, summarizing the existing sidewalk and bike lane facility information identified in the existing conditions map work. Consultant shall recommend *active transportation planning areas*: geographic areas of the County upon which to organize Draft Tech Memo #4 and the Walk Bike Clackamas Plan. Draft Tech Memo #4 must include up to five “active transportation planning areas” due to the size and diversity of the County and given the fact that active transportation needs and opportunities vary throughout the County; County, in consultation with APM, shall determine the final number of areas. The active transportation areas must be a mix of urban and rural unincorporated areas.

Draft Tech Memo #4 must address PMT comments.

3.4 WBAC Meeting #1: Project Kickoff and Existing Conditions and Needs

County shall arrange and Consultant shall conduct a Project kickoff meeting with the WBAC. Consultant shall facilitate discussion in order for WBAC members to meet each other, develop understanding of role and Project timeline, approach, scope and objectives, and discuss Tech Memo #1: Health and Equity Framework. The WBAC will also be invited to provide feedback on key findings from Draft Tech Memo #2: County Baseline Health Conditions and Draft Tech Memo #4: Existing Conditions Analysis.

At WBAC Meeting #1 conclusion, the County shall share a link to a brief survey with WBAC members to provide feedback on what went well in the meeting, what could be improved, and any follow-up thoughts on the discussion. Consultant shall advise on process and outcome evaluation questions.

Pending status of COVID-19 global pandemic and weather conditions, the WBAC meeting may be held outdoors and include a field visit/tour of recent active transportation investments in Clackamas County. The field tour may include a short, leisurely bicycle or walking tour in a select area such as the Clackamas Town Center to experience recent cycle track and multi-use

path improvements. County shall develop route map and stopping points for discussion for the field trip.

3.5 Public Engagement Milestone #1: Community Event(s) and Memo

County shall arrange and Consultant shall conduct Public Engagement Milestone #1, which is envisioned as a traditional in-person open house but may take other forms as suggested in the Public Engagement Strategy (Task 2). The Community Event or Events must explain the project and solicit input on walking and biking infrastructure needs to inform Task 6: Recommended Biking and Walking projects and prioritization. A virtual open house or comparable activities must be conducted if the pandemic prevents in-person gatherings.

Consultant shall summarize public feedback obtained from the Public Engagement Milestone #1 in a memo and provide all input to County. Consultant shall provide final memo that addresses PMT comments before making public.

3.6 Final Tech Memo #3: Current Plans Memorandum

Consultant shall prepare Final Tech Memo #3 incorporating WBAC comments as directed by PMT.

3.7 Final Tech Memo #4: Existing Conditions Analysis

Consultant shall prepare Final Tech Memo #4 incorporating WBAC comments as directed by PMT.

County Deliverables

- 3a Data and GIS layers for Existing Conditions Map
- 3b Provide plans and support for Tech Memo #3
- 3c WBAC Meeting #1: Project Kickoff and Existing Conditions and Needs
- 3d Schedule and send invitations to WBAC Meeting #1: Project Kickoff and field visit/tour
- 3e Public Engagement Milestone #1: Community Event(s)
- 3f Review of Task 3 Consultant deliverables

Consultant Deliverables

- 3A **Existing Conditions Maps:** Existing Conditions Maps (prior to Draft Tech Memo #3) *Subtask 3.1*
- 3B **Draft Tech Memo #3: Current Plans Memorandum:** Draft Tech Memo #3 (at least one week before WBAC Meeting #1) *Subtask 3.2*
- 3C **Draft Tech Memo #4: Existing Conditions Analysis:** Draft Tech Memo #4 (at least one week before WBAC Meeting #1) *Subtask 3.3*
- 3D **WBAC Meeting #1: Project Kickoff and Existing Conditions and Needs:** Advice on survey (at least one week before WBAC Meeting #1) *Subtask 3.4*
- 3E **Public Engagement Milestone #1: Community Event(s) and Memo:** Memo (within two weeks of conclusion of Public Engagement Milestone #1) *Subtask 3.5*

- 3F **Final Tech Memo #3:** Final Tech Memo #3 (within two weeks of Public Engagement Milestone #1) *Subtask 3.6*
- 3G **Final Tech Memo #4:** Final Tech Memo #4 (within two weeks of Public Engagement Milestone #1) *Subtask 3.7*

Task 4 Goals and Objectives

Objectives:

- *Develop set of goals, objectives and policies to guide walking and bicycling transportation in Clackamas County for the next 20 years.*
- *Adopt performance measures tied to specific objectives to evaluate Project progress.*
- *Emphasize health and equity in the transportation planning process.*
- *Review existing County active transportation policies and focus on how they can be updated to yield a safer, more equitable and accessible pedestrian and bicycle environment that improves community health and helps mitigate climate change.*

4.1 Draft Tech Memo #5: Pedestrian and Bicycle Goals, Objectives, Policies, and Performance Measures

Consultant shall prepare Draft Tech Memo #5 which includes a set of goals, objectives and policies for walking and biking transportation in the County, and an overall vision statement for active transportation in the County. Consultant shall use the Clackamas County *2003 Bicycle Master Plan, 2003 Pedestrian Master Plan, Transportation System Plan* and *Active Transportation Plan* as the basis for the goals, objective and policies. Consultant shall ensure the vision, goals, objectives and policies work together to guide the planning, development and implementation of active transportation projects and programming for the 20-year planning horizon.

Draft Tech Memo #5 must include draft performance measures that are quantifiable, based on available data, grounded in equity, and tied to objectives.

Consultant shall develop a minimum of four performance measures including bicycle mode share to help achieve County greenhouse gas goals. Using the American Community Survey data, Consultant shall analyze the bicycle commute share for the urban area in Figure 1 and establish a bicycle modal goal for the 20-year planning horizon, and the appropriate tools and strategies to meet the mode target.

Tech Memo #5 recommendations must be presented in context of available County resources and identify any resource deficiencies that County may need to address in order to optimally monitor the success of Walk Bike Clackamas Plan.

Draft Tech Memo #5 must address PMT comments.

4.2 Draft Tech Memo #6: Pedestrian and Bicycle Supportive Programs

Consultant shall prepare Draft Tech Memo #6 which outlines an updated set of prioritized

programs designed to encourage more people to walk and bike for transportation and recreation.

Draft Tech Memo #6 must include a review and summation of existing programming and recommend prioritization for the updated supportive programming. Supportive programming may include, for example, encouragement and safety messaging campaigns such as school zone safety; trip-making assistance for visually impaired; open street events; active transportation commuting events; no vehicle parking in bike lane campaign, and crosswalk compliance/enforcement. The prioritization process must include health and equity considerations throughout. Draft Tech Memo #6 must also consider new mobility options and provide guidance on how innovation and emerging technologies can be integrated into a multi-modal transportation system to increase accessibility and safety.

Draft Tech Memo #6 must identify specific locations where the Intelligent Transportation System solutions can be implemented and three tiers of priority active transportation Intelligent Transportation System projects.

Draft Tech Memo #6 must address PMT comments.

4.3 Tech Memo #7: Slow Streets Network Development

Using ORS 810.180 as guidance, Consultant, in coordination with County, shall prepare draft and final Tech Memo #7, which outlines processes and criteria to consistently and equitably review local roadways for applying 20 mph speed. Tech Memo #7 must include a mapped network of “Slow Streets” and associated facility improvements such as speed bumps, signage and pavement markings needed to make the streets “family friendly routes.” Tech Memo #7 must address PMT comments.

4.4 WBAC Meeting #2: Goals and Performance Measures

County shall arrange and Consultant shall conduct WBAC Meeting #2 to review and receive feedback on Draft Tech Memos #5, #6 and #7. Consultant shall prepare an agenda and send it to the PMT for review at least one week prior to broader distribution. Consultant shall distribute meeting materials at least one week prior to WBAC Meeting #2. Consultant shall prepare and distribute meeting minutes no later than one week following WBAC Meeting #2. At the meeting conclusion the County shall share a link to a brief survey with committee members to provide feedback on what went well during the meeting and what could be improved.

4.5 Public Engagement Milestone #2: Virtual Survey and Map and Memo

Consultant shall develop a stand-alone digital virtual engagement opportunity or comparable opportunities to explain the Project and to solicit feedback from the public on system gaps and deficiencies; barriers to walking and biking; and Draft Tech Memos #5 and #6. County shall link to the virtual open house from Project Webpage.

Consultant shall create survey questions and a web-based mapping tool to obtain public input on the walking and biking network. The mapping tool must allow community members to easily

provide input on barriers, identify network gaps; needed connections; where people currently travel by bicycle and foot, and areas of significant safety concern. Consultant shall summarize public feedback obtained from the Public Engagement Milestone #2 in the form of a memo and provide all input to County. Consultant shall provide a final memo that addresses PMT comments before making public.

4.6 Final Tech Memo # 5

Consultant shall prepare Final Tech Memo #5 incorporating WBAC and public comment from Public Engagement Milestone #2 as directed by PMT.

4.7 Final Tech Memo #6

Consultant shall prepare Final Tech Memo #6 incorporating WBAC and public comment from Public Engagement Milestone #2 as directed by PMT, as well as providing recommendations on prioritization in alignment with the health and equity framework.

County Deliverables

- 4a WBAC Meeting #2: Goals and Performance Measures
- 4b Arrange and attend Public Engagement Milestone #2: Virtual Survey and Map and Memo
- 4c Review of Task 4 Consultant deliverables

Consultant Deliverables

- 4A **Draft Tech Memo #5: Pedestrian and Bicycle Goals, Objectives, Policies, and Performance Measures:** Draft Tech Memo #5 (at least one week prior to WBAC Meeting #2) *Subtask 4.1*
- 4B **Draft Tech Memo #6: Pedestrian and Bicycle Supportive Programs:** Draft Tech Memo #6 (at least one week prior to WBAC Meeting #2) *Subtask 4.2*
- 4C **Tech Memo #7: Slow Streets Network Development:** Tech Memo #7 (at least one week prior to WBAC Meeting #2) *Subtask 4.3*
- 4D **WBAC Meeting #2: Goals and Performance Measures:** Agenda and meeting materials (at least one week prior to WBAC Meeting #2) and meeting minutes (within one week following WBAC Meeting #2) *Subtask 4.4*
- 4E **Public Engagement Milestone #2: Virtual Survey and Map and Memo:** Virtual Survey and Map (concurrently with Public Engagement Milestone #2) and Memo (within two weeks of conclusion of Public Engagement Milestone #2) *Subtask 4.5*
- 4F **Final Tech Memo #5:** Final Tech Memo #5 (within two weeks of Public Engagement Milestone #2) *Subtask 4.6*
- 4G **Final Tech Memo #6:** Final Tech Memo #6 (within two weeks of Public Engagement Milestone #2) *Subtask 4.7*

Task 5 Needs Assessment

Objectives:

- *To identify gaps and deficiencies in existing active transportation networks and to develop potential solutions and recommended projects.*

- *To help inform the project recommendations and project prioritization process.*
- *To identify barriers to active transportation in both the urban and rural portions of the county.*

5.1 Tech Memo #8: Gaps and Deficiencies Analysis

Consultant shall prepare draft and final Tech Memo #8, building upon Task 3 to conduct a gaps and deficiencies analysis to help identify missing links in both the pedestrian and bicycle networks. Tech Memo #8 must include geographical representation of the gaps and deficiencies for the active transportation planning areas established in Final Tech Memo #4 as well as a written report outlining the network opportunities and constraints. The gaps and deficiencies analysis must consider input collected from the public engagement process, data collected from the existing conditions analysis, and application of the health and equity framework. Tech Memo #8 must identify infrastructure needs for both bicyclists and pedestrians in unincorporated Clackamas County.

Tech Memo #8 must address PMT comments.

5.2 Agency Partners Workshop

County shall arrange and Consultant shall conduct an Agency Partners Workshop to get feedback from cities within County, Metro, transit service providers, and ODOT (“Agency Partners”) regarding Project. The purpose of the workshop is to:

1. Share Project information and processes relevant to transportation systems that cross jurisdictional boundaries;
2. Coordinate bicycle and transportation efforts between County and cities to ensure future implementation;
3. Learn about partner projects and programs specific to each jurisdiction that may impact the Walk Bike Clackamas Plan; and
4. Identify any opportunities for implementation, including partnering and cost sharing.

Consultant shall develop invitation and agenda that states why and how the Agency Partners participation is important to the success of the Project. Consultant shall develop a presentation and an updated Project Fact Sheet for the Agency Partners Workshop. The fact sheet must be sent to the Agency Partners with the invitations to help provide context. Consultant shall prepare summary of workshop input and provide to PMT.

County Deliverables

- 5a Arrange and schedule Agency Partners Workshop
- 5b Review of Task 5 Consultant deliverables

Consultant Deliverables

- 5A **Tech Memo #8: Gaps and Deficiencies Analysis:** Tech Memo #8 (prior to Agency Partners Workshop) *Subtask 5.1*

- 5B **Agency Partners Workshop:** Invitation, agenda, presentation, and updated Project Fact Sheet (at least one week prior to Agency Partners Workshop), and summary (within two weeks of Agency Partners Workshop) *Subtask 5.2*

Task 6 Recommended Walking and Biking Projects

Objectives

- *Identify prioritized bike and pedestrian transportation projects within a racial equity and health framework.*
- *Develop solutions with consideration of the impact on efforts to reduce the negative effects of climate change.*
- *Identify opportunities to meet walking and bicycling transportation needs of rural and urban vulnerable/underserved communities and provide access to destinations important to vulnerable/underserved communities.*

6.1 Tech Memo #9: Project Prioritization Methodology

Consultant shall prepare Tech Memo #9, documenting a prioritization methodology to identify and rank projects in alignment with the Task 1 Tech Memo #1 Health and Equity Framework. In developing methodology, Consultant shall:

- develop a data driven approach to prioritization that, where possible, incorporates GIS technology.
- establish the criteria for organizing projects into high, medium, and low priority implementation lists.
- develop criteria and prioritization processes specific to bicycle and pedestrian projects.

Tech Memo #9 must address PMT comments.

6.2 Draft Tech Memo #10: Pedestrian and Bicycle Project Identification

Consultant shall prepare Draft Tech Memo #10 to identify projects to improve walking and biking using the goals, Slow Streets network needs, and network deficiencies identified in Tech Memos #5, #8, and #9. Project descriptions must include facility type and project limits.

The Draft Tech Memo #10 must document the performance of the recommended projects against Tech Memo #9, highlighting health and equity considerations.

Draft Tech Memo #10 must also include 10-15 intersection spot improvements to improve the pedestrian experience. Intersection spot improvements may include, but are not limited to, locations for Rectangular Rapid Flashing Beacons; median pedestrian refuges; bike boxes or curb extensions to shorten the crossing distance. Spot improvement descriptions must include extent, location and type of improvement.

Draft Tech Memo #10 must identify projects that support a recommended bicycle network consisting of:

- updated Principal Active Transportation Routes from the 2015 ATP;
- local connections between the Principal Active Transportation Routes;

- slow streets outlined in Task 4 Tech Memo #7;
- multi-use paths of regional significance;
- up to three roadway segments suitable for Advisory Bike Lanes.

Principal Active Transportation Routes and local connections must include various bikeway facility types including, but not limited to: separated multi-use paths, traditional bike lanes, and protected bike lanes or cycle tracks. Draft Tech Memo #10 must also include 10-15 bicycle spot improvements. Bicycle spot improvement descriptions must include extent, location and type of improvement.

Draft Tech Memo #10 must address PMT comments.

6.3 Draft Tech Memo #11: Pedestrian and Bicycle Priority Project Recommendations

Consultant shall prepare Draft Tech Memo #11 to prioritize projects to improve walking and biking and using the methodology developed in Tech Memo #10. Draft Tech Memo #11 must include an updated Essential Pedestrian Network which is Chapter 5 of the 2003 Clackamas County Pedestrian Master Plan.

Draft Tech Memo #11 must document the performance of the recommended projects against the Tech Memo #9, highlighting health and equity considerations.

Consultant shall prepare a Draft Tech Memo #11 that addresses PMT comments.

6.4 Project Cost Analysis

Consultant shall prepare a planning level Project Cost Analysis for priority pedestrian and bicycle projects identified in Draft Tech Memo #10 and Draft Tech Memo #11. Project Cost Analysis must be documented in separate cost estimating spreadsheets for both pedestrian and bicycle projects. Project Cost Analysis materials must be incorporated into Funding and Implementation Strategy. Project Cost Analysis must address PMT comments.

6.5 WBAC Meeting #3: Review Gaps and Network Priorities

County shall arrange and Consultant shall conduct WBAC Meeting #3 to review and receive feedback on Tech Memo #8, Tech Memo #9, Draft Tech Memo #10, and Draft Tech Memo #11. Consultant shall prepare an agenda and send it to the PMT for review at least one week prior to broader distribution. Consultant shall distribute meeting materials at least one week prior to WBAC Meeting #3. Consultant shall prepare and distribute meeting minutes no later than one week following WBAC Meeting #3. At the meeting conclusion, the County shall share a link to a brief survey with committee members to provide feedback on what went well during the meeting and what could be improved.

6.6 Public Engagement Milestone #3: Community Event(s) and Memo

County shall arrange and Consultant shall conduct Public Engagement Milestone #3, a traditional in-person open house or other format agreed upon by the PMT to obtain feedback on

pedestrian and bicycle project priorities and the network recommendations developed earlier in Task 6. Consultant shall submit draft Public Engagement Milestone #3 content to the PMT for review at least two weeks prior to broader distribution.

Consultant shall summarize public feedback obtained from the Public Engagement Milestone #3 in the form of a memo and provide the memo to PMT. Consultant shall provide a final memo that addresses PMT comments before making public.

6.7 Final Tech Memo #10

Consultant shall prepare Final Tech Memo #10 incorporating WBAC and public comment from outreach Public Engagement Milestone #3.

6.8 Final Tech Memo #11

Consultant shall prepare Final Tech Memo #11 incorporating WBAC and public comment from outreach Public Engagement Milestone #3.

County Deliverables

- 6a WBAC Meeting #3: Review Gaps and Network Priorities
- 6b Preparation for Public Engagement Milestone #3: Community Event(s) and Memo
- 6c Review of Task 6 Consultant deliverables

Consultant Deliverables

- 6A **Tech Memo #9: Project Prioritization Methodology:** Tech Memo #9 (at least one week prior to WBAC Meeting #3) *Subtask 6.1*
- 6B **Draft Tech Memo #10: Pedestrian and Bicycle Project Identification:** Tech Memo #10 (at least one week prior to WBAC Meeting #3) *Subtask 6.2*
- 6C **Draft Tech Memo #11: Pedestrian and Bicycle Priority Project Recommendations:** Tech Memo #11 (at least one week prior to WBAC Meeting #3) *Subtask 6.3*
- 6D **Project Cost Analysis:** Project Cost Analysis (at least one week prior to WBAC Meeting #3) *Subtask 6.4*
- 6E **WBAC Meeting #3: Review Gaps and Network Priorities:** Agenda and materials (at least one week prior to WBAC Meeting #3) and meeting materials (within one week following WBAC Meeting #3) *Subtask 6.5*
- 6F **Public Engagement Milestone #3: Community Event(s) and Memo:** Content (at least two weeks prior to Public Engagement Milestone #3) and memo (within two weeks of conclusion of Public Engagement Milestone #3) *Subtask 6.6*
- 6G **Final Tech Memo #10:** Final Tech Memo #10 (within two weeks of Public Engagement Milestone #3) *Subtask 6.7*
- 6H **Final Tech Memo #11:** Final Tech Memo #11 (within two weeks of Public Engagement Milestone #3) *Subtask 6.8*

Task 7 Draft Final Plan and Identification of Regulatory Amendments

Objectives

- *Develop a visually appealing and concisely written Walk Bike Clackamas Plan understandable to a large audience.*

7.1 Final Walk Bike Clackamas Plan Table of Contents

County shall prepare Final Walk Bike Clackamas Plan Table of Contents to be used for Preliminary Draft Walk Bike Clackamas Plan. The Final Table of Contents must be based on Task 1 Draft Walk Bike Clackamas Plan Table of Contents and the subsequent Project deliverables. Appendices must be identified to include technical information as appropriate. County shall submit draft Final Walk Bike Clackamas Plan Table of Contents to PMT for review and prepare Final Walk Bike Clackamas Plan Table of Contents that addresses PMT comments.

7.2 Bicycle and Pedestrian Facility Design Toolkit Update

Consultant shall prepare Bicycle and Pedestrian Facility Design Toolkit Update, an update of the existing [Facility Design Toolkit located in the 2015 ATP](#). The updated toolkit must reflect equitable design considerations for all user groups and sustainable solutions that serve to guide County staff in future implementation and maintenance efforts. The Bicycle and Pedestrian Facility Design Toolkit Update must reflect current best practices and be consistent with the Metro Livable Streets Guide and ODOT's Blueprint for Urban Design. If available, the County will provide the Consultant with the native files from the 2015 Toolkit for revisions.

Bicycle and Pedestrian Facility Design Toolkit Update must address PMT comments.

7.3 Funding and Implementation Strategy

Consultant shall prepare Funding and Implementation Strategy to summarize funding opportunities to provide direction on how the Project recommendations will be financed over the course of the 20-year planning horizon. Funding and Implementation Strategy materials must be incorporated into Preliminary Draft Walk Bike Clackamas Plan.

Funding and Implementation Strategy must address PMT comments.

7.4 Preliminary Content Draft Walk Bike Clackamas Plan

Consultant shall prepare a Preliminary Content Draft Walk Bike Clackamas Plan building off the 2015 ATP and incorporating earlier deliverables. The Preliminary Draft Walk Bike Clackamas Plan must include the Final Walk Bike Clackamas Plan Table of Contents and an Executive Summary that can be printed separately that describes the vision and process, public involvement, primary objectives and network recommendations with maps.

The Preliminary Content Draft Walk Bike Clackamas Plan must be a visually appealing document and concisely written using clear, direct narrative to minimize the length of the document and make it accessible to the general public. Maps and graphics must be used

throughout to explain concepts. Preliminary Content Draft Walk Bike Clackamas Plan must be prepared using software compatible with Adobe InDesign and utilize graphics and photographs captured by Consultant and County throughout the Project.

Consultant shall prepare Preliminary Draft Walk Bike Clackamas Plan in Word. Consultant shall provide a Preliminary Content Draft Walk Bike Clackamas Plan in layout (e.g., formatted in InDesign) and must address PMT comments for use at the fourth and final WBAC meeting.

7.5 Public Engagement Milestone #4: Community Event(s) and Memo

County shall arrange and Consultant shall conduct Public Engagement Milestone #4, which is envisioned as a traditional in-person open house or other format agreed upon by the PMT to obtain feedback on the draft recommendations included in the Preliminary Content Draft Walk Bike Clackamas Plan. Public Event #4 will be a virtual open house or comparable event(s) if the pandemic prevents in-person gatherings. Consultant shall submit Public Engagement Milestone #4 content at least one week prior to event. Consultant shall facilitate and provide public meeting materials, including display presentations, public comment forms.

Consultant shall summarize public feedback obtained from the Public Engagement Milestone #4 in an appendix to the final Walk Bike Clackamas Plan and provide the entire input to County. PMT shall review and Consultant shall provide a final appendix that addresses PMT comments before making public.

7.6 Tech Memo #12: Draft Zoning Ordinance and Comprehensive Plan Compliance

County shall prepare Tech Memo #12, an initial assessment of the conforming amendments to the Zoning and Development Ordinance (“ZDO”) and Comprehensive Plan that will be needed to adopt the Walk Bike Clackamas Plan. County shall develop a list of potential amendments necessary to adopt the Walk Bike Clackamas Plan. County shall prepare a draft version of Tech Memo #12 for County Planning and Zoning Division and APM review and a final version that addresses County and APM comments. County shall share the draft and final version of Tech Memo #13 with the Consultant for information only.

7.7 WBAC Meeting #4: Review Draft Walk Bike Clackamas Plan and Next Steps

County shall arrange and Consultant shall conduct a WBAC meeting to review Preliminary Draft Walk Bike Clackamas Plan and Tech Memo #13. Consultant shall present Preliminary Draft Walk Bike Clackamas Plan, Tech Memo #13, and solicit WBAC input. Pending status of COVID-19 restrictions, joint wrap-up meeting format may be held outdoors and include a field visit/tour of projects in the Preliminary Draft Walk Bike Clackamas Plan. At the meeting conclusion, County shall share a link to a brief survey with committee members to provide feedback on what went well during the meeting and what could be improved. Consultant shall prepare and distribute meeting minutes to PMT no later than one week following WBAC Meeting.

7.8 Clackamas County Planning Commission Study Session

County shall arrange and conduct a Clackamas County Planning Commission Study Session. County shall present the Preliminary Draft Walk Bike Clackamas Plan and respond to comments and questions. County shall prepare and distribute meeting minutes to PMT no later than one week following Clackamas County Planning Commission Study Session.

County Deliverables

- 7a Final Walk Bike Clackamas Plan Table of Contents
- 7b Tech Memo #12: Draft Zoning Ordinance and Comprehensive Plan Compliance
- 7c Public Engagement Milestone #4: Community Event(s) and Memo
- 7d WBAC Meeting #4: Review Draft Walk Bike Clackamas Plan and Next Steps
- 7e Clackamas County Planning Commission Study Session
- 7f Review of Task 7 Consultant deliverables

Consultant Deliverables

- 7A **Final Walk Bike Clackamas Plan Table of Contents Comments:** Comments (within two weeks of receiving Final Walk Bike Clackamas Plan Table of Contents) *Subtask 7.1*
- 7B **Bicycle and Pedestrian Facility Design Toolkit Update:** Bicycle and Pedestrian Facility Design Toolkit Update (at least one week prior to WBAC Meeting #4) *Subtask 7.2*
- 7C **Funding and Implementation Strategy:** Funding and Implementation Strategy (at least one week prior to WBAC Meeting #4) *Subtask 7.3*
- 7D **Preliminary Content Draft Walk Bike Clackamas Plan:** Preliminary Draft Walk Bike Clackamas Plan (at least one week prior to WBAC Meeting #4) *Subtask 7.4*
- 7E **Public Engagement Milestone #4: Community Event(s) and Memo:** Content and materials (at least one week prior to Public Engagement Milestone #4) and summary appendix (within two weeks of Public Engagement Milestone #4) *Subtask 7.5*
- 7F **WBAC Meeting #4: Review Draft Walk Bike Clackamas Plan and Next Steps:** Meeting minutes (within one week following WBAC Meeting #4) *Subtask 7.7*

Task 8 Final Plan Development and Adoption Process

Objectives

- *Adopt Walk Bike Clackamas Plan as the Pedestrian and Bicycle Elements of the TSP.*

8.1 Adoption Draft Walk Bike Clackamas Plan

Consultant shall update and refine Preliminary Draft Walk Bike Clackamas Plan to address Planning Commission and WBAC comments. Consultant shall prepare an Adoption Draft Walk Bike Clackamas Plan that addresses PMT comments.

8.2 Draft Implementing Measures

County shall develop Draft Implementing Measures as an update of Tech Memo #13. Draft Implementing Measures must include implementing Comprehensive Plan text and map amendments and ZDO text amendments for Recommended Walk Bike Clackamas Plan. Text

amendments must be in bold and strikeout edition so proposed amendments are easily identifiable.

8.3 Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation

County shall prepare Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation.

A minimum of 35 days prior to the scheduled Clackamas County Planning Commission Hearing, County shall submit the Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation to Department of Land Conservation and Development as well as the Recommended Walk Bike Clackamas Plan and Draft Implementing Measures in accordance with ORS 197.610.

8.4 BCC Adoption Hearing/Policy Session

County shall arrange and conduct Planning Commission Public Hearing and a BCC Adoption Hearing/Policy Session to take testimony and consider adoption of the Draft Walk Bike Clackamas Plan and Draft Implementing Measures. County shall arrange for public comment period, prepare and present staff report to both Planning Commission and BCC.

8.5 Final Walk Bike Clackamas Plan

Consultant shall prepare a Final Walk Bike Clackamas Plan in Adobe InDesign and incorporate any BCC actions. An electronic version must be provided to the County and APM in MS Word and Adobe pdf formats. Consultant shall provide all native design files to County upon completion of the Project, including GIS, InDesign, or Illustrator. The Consultant shall provide five hard copies of the Final Walk Bike Clackamas Plan, three to be distributed to the County and two to APM.

8.6 Title VI Report

County shall prepare and submit to APM Title VI Report documenting Project processes and outreach for all income, race, gender, and age groups for the entire Project.

8.7 Project Information Sheet

County shall prepare and submit to ODOT a two-page summary of Project analysis, activities, and policy decisions.

County Deliverables

- 8a Draft Implementing Measures
- 8b Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation
- 8c BCC Adoption Hearing/Policy Session
- 8d Title VI Report
- 8e Project Information Sheet
- 8f Review of Task 8 Consultant deliverables

Consultant Deliverables

- 8A **Adoption Draft Walk Bike Clackamas Plan:** Adoption Draft Walk Bike Clackamas Plan (prior to Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation) *Subtask 8.1*
- 8B **Final Walk Bike Clackamas Plan:** Electronic version (prior to conclusion of Project) *Subtask 8.5*
- 8C **Five hard copies of the Final Walk Bike Clackamas Plan:** Hard copies (prior to conclusion of Project) *Subtask 8.5*

SCHEDULE

Task 1: Project Management	Throughout project timeline
Task 2: Public Engagement Strategy	1 Month after Notice to Proceed
Task 3: Existing Conditions Analysis	3 Month after Notice to Proceed (“NTP”)
Task 4: Goals and Objectives	6 Months after Notice to Proceed
Task 5: Needs Assessment	10 Months after Notice to Proceed
Task 6: Recommended Walking and Biking Projects	13 Months after Notice to Proceed
Task 7: Draft Final Plan and Identification of Regulatory Amendments	15 Months after Notice to Proceed
Task 8: Final Plan Development and Adoption Process	17 Months after Notice to Proceed

CONSULTANT DELIVERABLE TABLE

<i>Task</i>	<i>Description</i>	<i>Fixed Deliverable Price</i>	<i>Max Quantity</i>	<i>Not-to-Exceed Amount</i>
1	Project Management			
1A	Refined Project Schedule	\$600	1	\$600
1B	PMT Conference Call Meetings	\$400	36	\$14,400
1C	WBAC Charter	\$600	1	\$600
1D	PMT Kickoff Meeting Agenda and Summary	\$2,100	1	\$2,100
	Subtotal – Task 1			\$17,700
2	Public Engagement Strategy			
2A	Facilitate Public Engagement Plan Framework Meeting	\$2,200	1	\$2,200
2B	Title VI Assessment Report	\$3,700	1	\$3,700
2C	Tech Memo #1: Health and Equity Framework	\$6,300	1	\$6,300

<i>Task</i>	<i>Description</i>	<i>Fixed Deliverable Price</i>	<i>Max Quantity</i>	<i>Not-to-Exceed Amount</i>
2D	Draft Tech Memo #2: County Baseline Health Conditions	\$3,300	1	\$3,300
2E	Project Fact Sheet	\$2,700	1	\$2,700
2F	Final Tech Memo #2	\$600	1	\$600
	Subtotal – Task 2			\$18,800
3	Existing Conditions Analysis			
3A	Existing Conditions Maps	\$5,900	1	\$5,900
3B	Draft Tech Memo #3: Current Plans Memorandum	\$2,700	1	\$2,700
3C	Draft Tech Memo #4: Existing Conditions Analysis	\$5,900	1	\$5,900
3D	WBAC Meeting #1: Preparation, Facilitation, and Minutes	\$10,100	1	\$10,100
3E	Public Engagement Milestone #1: Community Event(s) and Memo	\$9,800	1	\$9,800
3F	Final Tech Memo #3	\$400	1	\$400
3G	Final Tech Memo #4	\$1,500	1	\$1,500
	Subtotal – Task 3			\$36,300
4	Goals and Objectives			
4A	Draft Tech Memo #5: Pedestrian and Bicycle Goals, Objectives, Policies, and Performance Measures	\$7,600	1	\$7,600
4B	Draft Tech Memo #6: Pedestrian and Bicycle Supportive Programs	\$3,500	1	\$3,500
4C	Tech Memo #7: Slow Streets Network Development	\$3,700	1	\$3,700
4D	WBAC Meeting #2: Goals and Performance Measures	\$7,800	1	\$7,800
4E	Public Engagement Milestone #2: Virtual Survey and Map and Memo	\$7,400	1	\$7,400
4F	Final Tech Memo #5	\$3,700	1	\$3,700
4G	Final Tech Memo #6	\$1,300	1	\$1,300
	Subtotal – Task 4			\$35,000
5	Needs Assessment			
5A	Tech Memo #8: Gaps and Deficiencies Analysis	\$9,100	1	\$9,100
5B	Agency Partners Workshop	\$2,400	1	\$2,400
	Subtotal – Task 5			\$11,500
6	Recommended Walking and Biking Projects			
6A	Tech Memo #9: Project Prioritization Methodology	\$4,100	1	\$4,100
6B	Draft Tech Memo #10: Pedestrian and Bicycle Project Identification	\$8,900	1	\$8,900
6C	Draft Tech Memo #11: Pedestrian and Bicycle Priority Project Recommendations	\$6,700	1	\$6,700
6D	Project Cost Analysis	\$5,600	1	\$5,600
6E	WBAC Meeting #3: Review Gaps and Network Priorities	\$8,300	1	\$8,300

<i>Task</i>	<i>Description</i>	<i>Fixed Deliverable Price</i>	<i>Max Quantity</i>	<i>Not-to-Exceed Amount</i>
6F	Public Engagement Milestone Event #3: Community Event(s) and Memo	\$9,300	1	\$9,300
6G	Final Tech Memos #10	\$2,100	1	\$2,100
6H	Final Tech Memo #11	\$2,200	1	\$2,200
	Subtotal – Task 6			\$47,200
7	Draft Final Plan and Identification of Regulatory Amendments			
7A	Final Walk Bike Clackamas Plan Table of Contents Comments	\$300	1	\$300
7B	Bicycle and Pedestrian Facility Design Toolkit Update	\$6,400	1	\$6,400
7C	Funding and Implementation Strategy	\$4,600	1	\$4,600
7D	Preliminary Content Draft Walk Bike Clackamas Plan	\$19,500	1	\$19,500
7E	Public Engagement Milestone #4: Community Event(s) and Memo	\$8,500	1	\$8,500
7F	WBAC Meeting #4: Wrap up and Review Draft Walk Bike Clackamas Plan and Next Steps	\$5,800	1	\$5,800
	Subtotal – Task 7			\$45,100
8	Final Plan Development and Adoption			
8A	Adoption Draft Walk Bike Clackamas Plan	\$7,900	1	\$7,900
8B	Final Walk Bike Clackamas Plan	\$2,500	1	\$2,500
	Subtotal – Task 8			\$10,400

EXHIBIT B
ELIGIBLE PARTICIPATING COST
DESCRIPTION
PERSONNEL SERVICES
<i>Salaries</i> - 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.
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.
<i>Travel Differential</i> - 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 Personnel Rules.
SERVICES AND SUPPLIES
In-State Travel - Per Rates Identified in State Travel Handbook
<i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.
<i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon.
Fares, Taxi, Bus, Air, Etc.
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.
Office Expense
<i>Direct Project Expenses Including:</i>
<i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.
<i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.
<i>Postage</i> - Payment for direct project postage.
<i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments.
Telecommunications
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.
Publicity & Publication
<i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.
<i>Conferences</i> (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
CAPITAL OUTLAY
NOT ELIGIBLE