



DAN JOHNSON
DIRECTOR

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

December 3, 2020

Board of Commissioners
Clackamas County

Members of the Board:

**Approval to apply to the Oregon Department of Transportation for All Roads
Transportation Safety Program funding for federal fiscal years 2024-2027**

Purpose/ Outcomes	To apply to the Oregon Department of Transportation (ODOT) for All Roads Transportation Safety Program funding for federal fiscal years 2024-2027 to make safety improvements including pedestrian safety improvements at five (5) intersections, safety improvements on Sunnyside Rd. between 132 nd Av. and 172 nd Av., and safety improvement on Stafford Rd. between Homesteader Rd and Ek Rd. This is a competitive process. Outcomes include increased roadway safety for all users and a reduction of fatal and injury crashes.
Dollar Amount and Fiscal Impact	The total funding request is \$6,671,729 and there is a 7.78% match of \$519,061
Funding Source	ODOT and Road Fund
Duration	Effective Federal fiscal years 2024-2027 (scheduling yet to be determined)
Previous Board Action	None
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities.
Counsel Review	N/A
Procurement Review	1. Was this item processed through Procurement? No 2. If no, provide a brief explanation: This is a lifecycle form.
Contact Person	Joseph Marek – Traffic Safety Program – Transportation and Development – 503-970-8987

BACKGROUND:

The Oregon Department of Transportation All Roads Transportation Safety Program (ARTS) addresses safety needs on all public roads in Oregon including collaboration with local agencies. Federal funds from the Highway Safety Improvement Program are used for this program. Funding

focuses on reducing fatal and serious injury crashes in alignment with the adopted Oregon Department of Transportation – Transportation Safety Action Plan and consistent with the County’s adopted Transportation Safety Action Plan.

Proposed projects on County roads for this funding include:

1. Project #1: Design and install intersection lighting at all intersections without lighting, leading pedestrian (LPI) and bicycle interval (BPI) at signalized intersections, and prohibit right-turn-on-red for signalized intersections. (\$1,611,729.00)
 - a. SE Oatfield Rd at Oak Grove Blvd - CRF: Lighting, LPI/BPI, and Prohibit RTOR
 - b. SE Oatfield Rd at Oakland Ave - CRF: Lighting
 - c. SE Monterey Ave at SE 85th Ave - CRF: Lighting, LPI/BPI, and Prohibit RTOR
 - d. SE 82nd Dr at Fred Meyer (North access) - CRF: Lighting, LPI/BPI, and Prohibit RTOR
 - e. SE 82nd Dr at SE Strawberry Ln - CRF: Lighting
2. Project #2: Design and install Adaptive traffic signal control on Sunnyside Rd from 132nd Av to 172nd Av. Includes upgraded detection for adaptive control at six of the eight intersections, retroreflective signal backplates, supplemental signal heads, and signal ahead warning signs with cross street riders. (\$1,090,000.00)
3. Project #3: Design and construct safety improvements to Stafford Road including:
 - a. Reduce horizontal curve radius at MP 3.32 near Bar None Rd.
 - b. Widen shoulders to 6 feet between Newland Rd and Mountain Rd
 - c. Add centerline rumble strips/profiled edge line - Homesteader Rd. and Ek Rd.

The total requested funding is \$6,671,729 and there is a required 7.78 percent local match (\$519,061) which would be from the DTD Road Fund. Notification of project selection and funding will be made during 2021.

RECOMMENDATION:

Staff respectfully recommends the Board approval of this request to apply for All Roads Transportation Safety Program funding to reduce fatal and serious injury crashes on Clackamas County owned roadways.

Respectfully submitted,

Joe Marek

Joseph Marek – Traffic Safety Program
Department of Transportation and Development

Financial Assistance Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department:

Dept. Transportation and Development - Traffic Safety

Application for: Subrecipient Assistance Direct Assistance

Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Oregon Department of Transportation - All Roads Transportation Safety - FFY 24-27

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Joseph F. Marek

Requestor Contact Information:

JoeMar@clackamas.us; 503-970-8987

Department Fiscal Representative:

Diedre Landon

Program Name or Number (please specify):

7434 - Traffic Safety

Brief Description of Project:

Project #1: Install intersection lighting at all intersections without lighting, leading pedestrian and bicycle interval at signalized intersections, and prohibit right-turn-on-red for signalized intersections. (\$1,611,729.00)
1) SE Oatfield Rd at Oak Grove Blvd - CRF: Lighting (BP2), LPI/BPI (BP3), and Prohibit RTOR (BP25),
2) SE Oatfield Rd at Oakland Ave - CRF: Lighting (BP2)
3) SE Monterey Ave at SE 85th Ave - CRF: Lighting (BP2), LPI/BPI (BP3), and Prohibit RTOR (BP25)
4) SE 82nd Dr at Fred Meyer (North access) - CRF: Lighting (BP2), LPI/BPI (BP3), and Prohibit RTOR (BP25)
5) SE 82nd Dr at SE Strawberry Ln - CRF: Lighting (BP2)
Project #2: Adaptive traffic signal control on Sunnyside Road from 132nd to 172nd. Includes upgraded detection for adaptive control at six of the eight intersections, retroreflective signal backplates, supplemental signal heads, and signal ahead warning signs with cross street riders. (\$1,090,000.00)
Project #3: Design and construct safety improvements on Stafford Road including centerline rumble strips from Ek to Homesteader, widen shoulders to 6 feet between Newland and Mountain and flatten horizontal curve near Bar None Road (MP3.32) (\$3,970,000)

Name of Funding Agency:

Oregon Department of Transportation

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://www.oregon.gov/ODOT/Engineering/Pages/ARTS.aspx>

OR

Application Packet Attached: Yes No

Completed By:

Joseph Marek

11/18/2020

Date

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

Funding Agency Award Notification Date:

some time in 2021

Announcement Date:

8/13/2020

Announcement/Opportunity #:

Grant Category/Title:

Max Award Value:

\$6,671,729.00

Allows Indirect/Rate:

Match Requirement:

7.78% of project total - \$519,061

Application Deadline:

12/11/2020

Other Deadlines:

Award Start Date:

During 2024

Other Deadline Description:

Award End Date:

During 2027

Completed By:

Joseph F. Marek

Program Income Requirement:

Pre-Application Meeting Schedule:

8/13/2020

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

Supports countywide strategic goal of, "Ensure Safe, Healthy and Secure Communities." Also supports department mission, "... to provide transportation maintenance and construction, neighborhood enhancement, ~~land use planning permitting and dog services to residents property owners businesses and the traveling public~~

2. What, if any, are the community partners who might be better suited to perform this work?

None

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Objectives include completing roadway improvements that will improve safety for all users, therefore reducing fatal and serious injury crashes and increasing the health of the community.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes, the award helps to fund efforts under the Traffic Safety line of business to, "By 2035, reduce the number of fatalities resulting from crashes on roads in Clackamas County to zero."

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes, existing staff will provide the support for these projects -- engineers and technicians.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

No, but the projects support county owned roadways within the City of Happy Valley and also the Trolley Trail, owned and operated by North Clackamas Parks and Recreation District.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This is not a pilot project.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

N/A

Collaboration

1. List County departments that will collaborate on this award, if any.

North Clackamas Parks and Recreation District, City of Happy Valley

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

The County will not be reporting on this award. The county will pay a lump sump match to ODOT to cover our match requirements, as ODOT will be delivering the project.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

We can evaluate the performance internally by reviewing crash history at these intersections to see if the number of crashes, serious injuries and fatalities have been reduced as a result of these safety improvements.

3. What are the fiscal reporting requirements for this funding?

ODOT will deliver the project. We will be providing matching funds.

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes

2. Are other revenue sources required? Have they already been secured?

There is a 7.78% match from the County and it is budgeted.

3. For applications with a match requirement, how much is required (in dollars), and what type of funding will be used to meet it (Cash-CGF, In-kind meaning the value from a 3rd party/non-county entity, Local Grant, etc.)?

\$519,061 - Cash, Road Fund - 7.78% of \$6,671,729

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No. The match is not provided through in-kind work; it is a monetary match requirement.

Program Approval:

Joseph Marek

Name (Typed/Printed) Date Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Mike Bezner	11/23/20	Mike Bezner
Name (Typed/Printed)	Date	Signature

Digitally signed by Mike Bezner
Date: 2020.11.23 10:28:46 -08'00'

DEPARTMENT DIRECTOR (or designee, if applicable)		
Dan Johnson	11/23/20	Dan Johnson
Name (Typed/Printed)	Date	Signature

Digitally signed by Dan Johnson
Date: 2020.11.23 12:46:17 -08'00'

FINANCE SENIOR COMPLIANCE SPECIALIST		
Matt Westbrook	11/23/20	Matt Westbrook
Name (Typed/Printed)	Date	Signature

Digitally signed by Matt Westbrook
Date: 2020.11.23 10:57:35 -05'00'

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.



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DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 3, 2020

Board of Commissioners
Clackamas County
Members of the Board:

Approval of Contract Amendment No. 1 with the Oregon Department of Transportation (ODOT) to the Transportation Growth Management (TGM) Grant – “Quick Response Program” for the US Route 26 Main Street Site Redevelopment Plan

Purpose/ Outcomes	Amend the Intergovernmental Agreement (IGA) with ODOT to extend the agreement end date, and to delete and replace the Project Schedule.
Dollar Amount and Fiscal Impact	ODOT is directly contracting with the project consultant for the \$68,350.00 grant award. Staff time to assist in project completion will be in-kind match.
Funding Source	There is no cash match required
Duration	From Amendment No. 1 execution date to November 30, 2021.
Previous Board Action	The Board executed the initial contract with ODOT on January 9, 2020. IGA #33963 is attached for reference.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build a strong infrastructure • Grow a vibrant economy
Counsel Review	Reviewed and approved by Counsel on 11/23/20 NB
Procurement Review	<ol style="list-style-type: none"> 1. Was this item processed through Procurement? NO 2. If no, provide brief explanation: Item is a grant amendment
Contact Person	Scott Hoelscher, Senior Planner-Multimodal Transportation– Department of Transportation and Development - 742-4533

BACKGROUND:

The Long Range Planning Work Program for 2019-21 includes project T-4: Rhododendron Sidewalk project. Staff has been working with the Department of Land Conservation and Development (DLCD), ODOT and a consultant team from MIG, Inc. to develop the *US Route 26 Main Street Site Redevelopment Plan*. This project will result in a plan for redevelopment of a 3.73 acre site on the south side of Hwy. 26 in the Rhododendron unincorporated community. In collaboration with DLCD, ODOT, residents and businesses the project will seek to determine the preferred mix of residential, overnight lodging, commercial and public uses for the site. The project will also identify onsite and connecting transportation infrastructure needed to support development and how best to connect the redevelopment site to nearby publically owned lands - *Rhododendron Swinging Bridge* and *Rhododendron Community Landscape at the Barlow Trail Oregon Historic Marker*.

Significant project tasks completed to date include: base mapping and background research; virtual site tour with community members; key stakeholder interviews; market analysis; development of site design alternatives and two online open houses. Although substantial progress has been made, due

to the COVID-19 pandemic, an IGA amendment is needed to extend the agreement end date, and to delete and replace the project schedule.

RECOMMENDATION:

Staff respectfully requests the BCC sign the attached Amendment Number 1 to the *US Route 26 Main Street Redevelopment Plan* Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT).

Respectfully submitted,

Scott Hoelscher

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

AMENDMENT NO. 1

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as “ODOT” or “Agency”, and Clackamas County, hereinafter referred to as “County”, entered into an intergovernmental agreement on January 17, 2020 (“Agreement”). Said Agreement covers a Transportation and Growth Management project for Quick Response Project for Rhododendron Unincorporated Community in Clackamas County, US Route 26 Main Street Site Redevelopment Plan.

It has now been determined by ODOT and County that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the agreement end date, and to delete and replace the Project Schedule. Except as expressly amended below, all other terms and conditions of the Agreement, are still in full force and effect.

Paragraph A of Section 2 (Terms of Agreement); which currently reads:

“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. This Agreement terminates on December 18, 2020 (“Termination Date”).”

Shall be amended to read:

“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. This Agreement terminates on November 30, 2021 (“Termination Date”).”

Exhibit A, the Statement of Work, shall be amended to delete the project schedule in its entirety and replace with the following:

Project Schedule

Task/Description	Schedule
1 Project Kick-off	
1.1 Project Management Meeting #1	Complete
1.2 Background Information	Complete
1.3 Base Map	Complete
2 Community Reconnaissance	
2.1 Rhododendron Main Street Site Visit	Complete

Task/Description	Schedule
2.2 Key Participant Interviews	Complete
2.3 Community Work Session	Complete
3 Development Feasibility Analysis	
3.1 Development Feasibility Memorandum	Complete
3.2 Annotated Map	Complete
3.3 Project Management Meeting #2	Complete
4 Concept Plan Options	
4.1 Design Workshop	November 2020
4.2 Project Management Meeting #3	Complete -
5 Project Recommendations Memorandum	
5.1 Draft Project Recommendations Memorandum	December 2020
5.2 CPO Meeting	January 2020
5.3 Pedestrian and Bikeway Advisory Committee Meeting	January 2020
5.4 Final Project Recommendations Memorandum	February 2020
5.5 Project Management Meeting #4	January 2020
5.6 Final Development Report	February 2020
5.7 Title VI Report (County subtask)	By November 30, 2021
6 Contingent Tasks	
6.1 Contingent Meeting #A	Complete
6.2 Contingent Meeting #B	Complete
6.3 Contingent Meeting #C	TBD

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

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

Clackamas County

By _____
Official's Signature

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Division Administrator or designee
Policy, Data & Analysis Division

Date _____

INTERGOVERNMENTAL AGREEMENT
Quick Response Project for
Rhododendron Unincorporated Community in Clackamas County
US Route 26 Main Street Site Redevelopment 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 community assistance for local governments to assist with better integration of transportation and land use planning and development of new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Project (as defined below) is financed with federal Fixing America’s Surface Transportation Act (“FAST Act”) funds. State funds that are paid under this Agreement to the Consultant (as defined below) are used as match for FAST Act funds.
4. By authority granted in 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 intends to enter into a PSK (as defined below) with a Consultant (as defined below) for the Project that benefits the County, and as a condition to entering into this PSK and making the Consultant's Amount available, ODOT requires the County to execute and agree to the terms 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 Project Manager" means the individual designated by County as its project manager for the Project.

B. "Consultant" means the personal services contractor(s) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

C. "Consultant's Amount" means the Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

D. "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. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

E. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit B incurred by Consultant during the term of this Agreement.

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

G. "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.

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

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

J. "Work Product" has the meaning set forth in Section 4.I 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. This Agreement terminates on December 18, 2020 ("Termination Date").

B. Consultant's Amount. The Consultant's Amount shall not exceed \$68,350 and is disbursed as provided under the PSK.

SECTION 3. COUNTY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

County represents and warrants to ODOT as follows:

- A. It is a municipality or intergovernmental entity duly organized and existing under the laws of the State of Oregon.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of County.

SECTION 4. GENERAL COVENANTS OF COUNTY

A. 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, and provide the deliverables, for which County is identified in Exhibit A as being responsible.

C. County shall perform such work identified in Exhibit A as County's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. County shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. County shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. County shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. County agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, County agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, County expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall

maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance. County acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

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

I. To the extent it has any rights in the Work Product granted to it pursuant to the PSK, 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.

SECTION 5. CONSULTANT

ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant.

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation;
- B. ODOT will review and approve Consultant's work, billings and progress reports;
- C. County will appoint a Project Manager to be County's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project.

SECTION 6. ODOT'S REPRESENTATIONS AND COVENANTS

A. ODOT certifies that, at the time this Agreement is executed, 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. 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, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. 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 7. TERMINATION

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

A. County fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in Exhibit A, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement or the PSK, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement or the PSK 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 or the PSK.

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

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

SECTION 8. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and County are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 4(H), 4(I), and 8 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. The 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) c) Notwithstanding Section 8.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 8.E(b)(3c) 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 8.E(b)(3c) 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 arbitration) to resolve the dispute short of litigation.

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

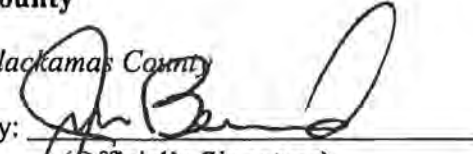
G. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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

County

Clackamas County

By: _____


(Official's Signature)
Jim Bernard, chair

(Printed Name and Title of Official)

Date: 1/9/20 B.1

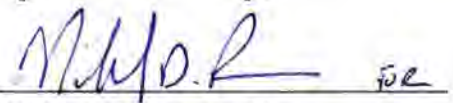
County Contact:

Scott Hoelscher
Clackamas County
150 Beavercreek Rd.
Oregon City, OR 97045
Phone: 5037424524
Fax: 503-742-4349
E-Mail: scotthoe@co.clackamas.or.us

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____


Jerri Bohard, Transportation
Development Division Administrator or
designee

Date: 1-17-20

ODOT Contact:

Alwin Turiel, Contract Administrator
Transportation and Growth Management
Program
635 Capitol Street NE, Suite 150
Salem, OR 97301
Phone: 503-934-0064
Fax: 503-378-5518
E-Mail: ali.turiel@state.or.us

Agency has entered into the PSK with Consultant to provide services to the Project as described in this Exhibit A.

Exhibit A
STATEMENT of WORK and DELIVERY SCHEDULE
 for

File Code: C2A1-19
Quick Response Project for
Rhododendron Unincorporated Community in Clackamas County
US Route 26 Main Street Site Redevelopment Plan

<p>Consultant's Project Manager ("PM") Alex Dupey, AICP Director of Planning Services 815 SW 2nd Avenue, Suite 200 Portland, Oregon 97204</p>	<p>alexdupey@migcom.com Work: 503 297 1005 Cell: 503.201.0108</p>
<p>Agency's Project Manager ("APM") for the WOC Oregon Dept. of Land Conservation & Development Alwin Turiel, AICP, PMP 635 Capitol Street NE, Suite 150 Salem, OR 97301-2564</p>	<p>ali.turiel@state.or.us 503.934.0064</p>
<p>TGM Quick Response Program Agency's Contract Administrator for the WOC Alwin Turiel, AICP, PMP 635 Capitol Street NE, Suite 150 Salem, OR 97301-2564</p>	<p>ali.turiel@state.or.us 503.934.0064</p>
<p>Clackamas County Scott Hoelscher, Senior Planner Clackamas County Dept. of Transportation and Development 150 Beaver Creek Road Oregon City, OR 97045</p>	<p>scotthoe@clackamas.us 503.742.4533</p>
<p>ODOT Regional Planner Seth Brumley, Transportation Planner Oregon Department of Transportation, Region 1 123 NW Flanders St. Portland, OR 97209</p>	<p>seth.a.brumley@odot.state.or.us 503.731.8234</p>

DLCD Regional Representative

Jennifer Donnelly
1600 SW Fourth Ave., Suite 109
Portland, OR 97201

jdonnelly@dlcd.state.or.us
Desk: 503.725.2183
Cell: 971.239.9451

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.

Acronyms and Definitions

Agency or ODOT – Oregon Department of Transportation
APM – Agency Project Manager
CPO – Rhododendron Community Planning Organization
County – Clackamas County
Community – Rhododendron Unincorporated Community
DLCD – Oregon Department of Land Conservation and Development
PMT – Project Management Team consisting of County, Consultant, and Agency's Project Manager
Project – US Route 26 Main Street Site Redevelopment Plan
SOW – Statement of Work
TGM – Transportation and Growth Management Program

PROJECT DESCRIPTION and OVERVIEW OF SERVICES

Project Purpose/Transportation Relationship and Benefit

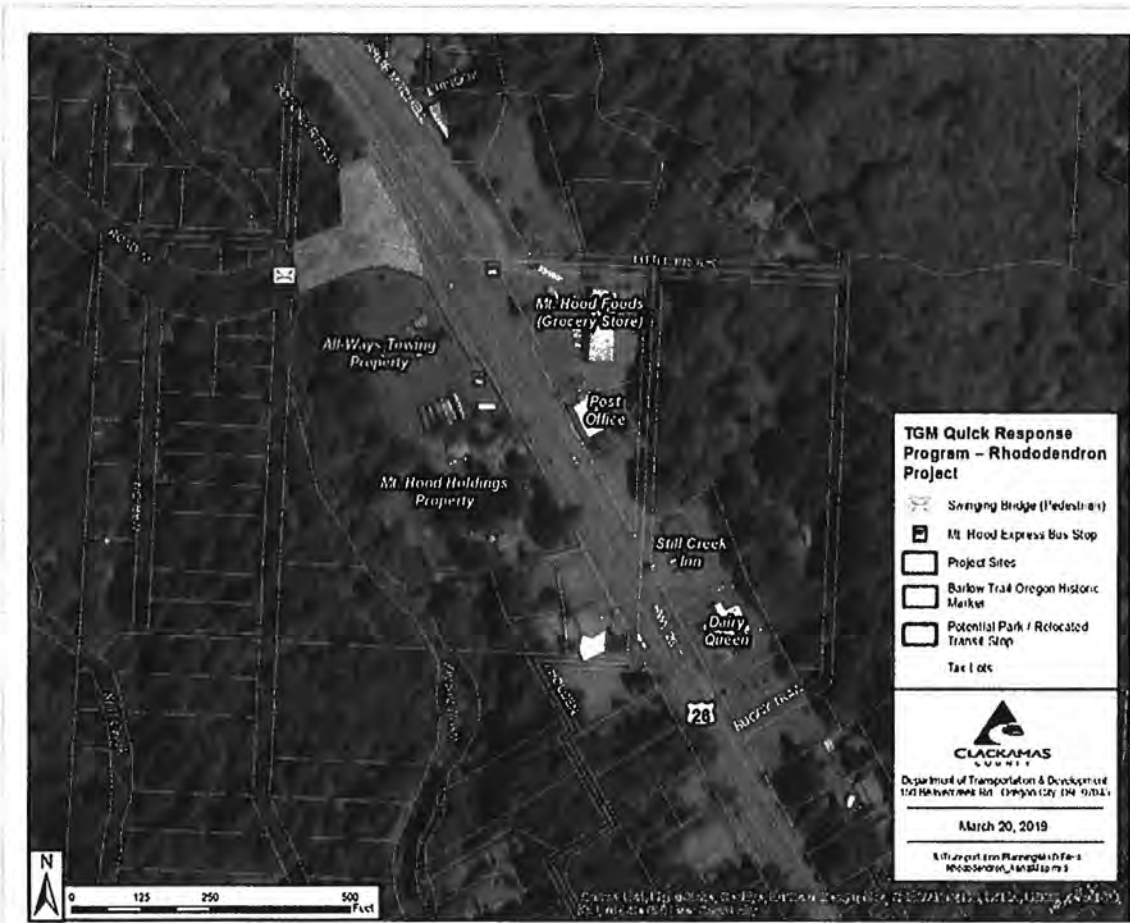
The Transportation and Growth Management ("TGM") Program is a joint effort of the Oregon Department of Transportation ("ODOT") and the Oregon Department of Land Conservation and Development ("DLCD"). The purposes of the TGM program are to strengthen the capability of local governments to effectively manage growth and comply with the Transportation Planning Rule, to integrate transportation and land use planning, and to encourage transportation-efficient land uses that support modal choice and the efficient performance of transportation facilities and services.

US Route 26 Main Street Site Redevelopment Plan ("Project") offers an opportunity for Clackamas County ("County") – in collaboration with residents and businesses in Rhododendron Unincorporated Community ("Community") – to plan for redevelopment in a way that reduces demand on the transportation system while accommodating desired workforce housing. Project outcomes will be consistent with compact, mixed use, pedestrian-friendly, low-impact, and sustainable development principles. Project will focus on use programming of a combined 3.73

acre redevelopment site and Community outreach to determine preferred mix of residential, overnight lodging, commercial and public uses. In addition, Project will identify onsite and connecting transportation infrastructure needed to support development.

Project Area

Project Area is centered on two privately held properties on the southwest side of US Route 26 totaling 3.73 acres. Publicly owned lands adjacent to Rhododendron Swinging Bridge, and Rhododendron Community Landscape at the Barlow Trail Oregon Historic Marker are also included in Project Area. (Map 1)



Map 1 – Rhododendron Community

Background

Rhododendron is a rural unincorporated community located approximately 47 miles east of Portland on the west slopes of Mt. Hood. Community is bisected by US Route 26, which runs

through its commercial core. Community includes 12 commercial businesses flanking US Route 26, and 363 seasonal and permanent households for a total population of approximately 900. In partnership with Mt. Hood Holdings, LLC and Rhododendron Community Planning Organization (“CPO”), County’s Department of Transportation and Development requested Quick Response assistance to prepare a site design plan to guide redevelopment of two underused parcels for workforce housing. Ultimately, County anticipates Project will provide a template for highway frontage improvements associated with future development of Community areas in the Villages of Mt. Hood

Transportation

Project site is located in Community’s commercial core on the southwest side of US Route 26, which is designated a Statewide highway and Over-Dimensional Freight Route in the Oregon Highway Plan. Site is bounded on the west by the Zigzag River. Project will identify location of shared access ways to and through the site, including bicycle, pedestrian, and transit facilities in order to maintain or improve safety and operations on the highway for all modes. Through outreach and site planning efforts Project will provide a template for future access management and frontage improvements in Project area.

In addition to preparing a redevelopment concept plan, County expects to determine what multi-modal transportation improvements and streetscape enhancements will support redevelopment of 3.73 acre site and adjacent publicly owned parcel to the north near Rhododendron Swinging Bridge. As stated in County application; “Specifically, project components will include identifying the needed active transportation connections and streetscape improvements; location of safe and equitable access to transit stops and relationships to existing Community assets.”

Project Objectives

Project will address the following issues:

- Site planning of two contiguous privately held properties southwest of US Route 26 for ski resort worker housing, overnight accommodations for visitors to Mt. Hood, service commercial uses, or a combination thereof;
- Location of shared access ways to and through Project site, including bicycle, pedestrian, vehicular, and transit facilities;
- Connections to existing Community assets such as US Post Office, local grocery store and other commercial businesses, Mt. Hood Express transit stop, Rhododendron Swinging Bridge, and Rhododendron Community Landscape at Barlow Trail Oregon Historic Marker;
- Highway frontage improvement solutions acceptable to County and ODOT that support appropriate redevelopment; sidewalk and pedestrian highway crossing options; and drainage and snow plowing activities within US Route 26 freight corridor; and
- Preservation of height and width clearances necessary for frequent use by over-dimensional vehicles.

STANDARDS and GENERAL REQUIREMENTS

Unless otherwise specified in Tasks:

Project Management

Project management is integrated into SOW tasks, but are described here to establish a framework for managing Project.

A Project Management Team (“PMT”) comprised of Agency Project Manager (“APM”), County, and Consultant, shall provide overall guidance for Project. PMT shall meet to coordinate Project logistics and give feedback to Consultant. PMT shall meet by telephone conference or in person; the duration of each meeting is not anticipated to exceed two hours. PMT meetings may be scheduled to coincide with other public meetings (e.g., CPO, Pedestrian and Bikeway Advisory Committee meeting).

Agency Contacts, consisting of Region 1 TGM Planner from ODOT and Regional Representative from DLCDC, shall provide additional assistance, guidance, and review to PMT. Attendance at PMT meetings for Agency Contacts is optional.

Consultant shall maintain regular communication with County’s Project Manager and APM to ensure satisfactory completion of deliverables in accordance with Project Schedule.

Meeting Requirements

Arranging meetings includes: scheduling meeting dates and times with meeting participants; distribution of agendas and meeting materials in advance of meeting; reserving a suitable meeting location; placing advertisements in local media; postings on County website and social media pages; and posting notices in public locations (such as public buildings and libraries).

Conducting meetings includes preparing agendas and meeting materials, making presentations, and facilitating discussion of relevant issues.

County shall arrange all Project meetings, including identifying and notifying key participants for each meeting and scheduling meetings at County provided locations.

County shall prepare and distribute all necessary public notices, and notifications for Community involvement.

Public Involvement Approach

Public involvement associated with Project must allow residents and business owners an opportunity to provide input into the planning process. Consultant and 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 and commercial operations or the execution of federal, state, local, and tribal programs and policies. Meaningful involvement means that: (1) potentially affected Community members have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and 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 involvement of those potentially affected.

The public involvement program must include specific steps to provide opportunities for participation in accordance with the 1964 Civil Rights Act, Title VI. County shall use ODOT Title VI guidance to formulate public involvement strategies and report public outreach efforts associated with Project.

REVIEW, COMMENT and SCHEDULE OVERVIEW

1. Due Dates, PMT Review and Consultant Edits

Draft Materials

Draft deliverable materials must be substantially complete, and any changes or revisions needed to address comments must be minor. Consultant shall provide draft deliverables to PMT at least 10 business days prior to a scheduled meeting or anticipated public release date, unless another timeframe is approved by APM.

County and APM will each submit one set of consolidated, non-conflicting comments on draft deliverables to Consultant within five business days of receipt.

Consultant shall make revisions and corrections to draft deliverables based on comments received from PMT, and provide new draft to PMT no less than two business days prior to scheduled meeting or anticipated public release date.

Based on comments received, Consultant shall submit minor revisions and corrections to materials prior to release. Consultant is not required to make major or extensive revisions without an approved contract amendment. This provision does not limit the right of State to require correction of deliverables that do not meet the requirements of this Contract. APM will determine what constitutes a "minor" or "major" edit.

FORMAT REQUIREMENTS

Written and Graphic Deliverable Requirements

All written and graphic deliverables must be submitted in a format suitable for distribution by e-mail unless hardcopy is specified in a subtask. Written deliverables must include Project name

and date of preparation. Text (except for photo or illustration captions) must be in at least 12-point font size to ensure readability.

Consultant shall ensure final deliverable produced pursuant to this Contract includes the following statement:

This project is partially funded by assistance from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development.

This TGM grant is financed, in part, by federal Fixing America's Surface Transportation Act (FAST Act), local government, and State of Oregon funds. The contents of this document do not necessarily reflect views or policies of the State of Oregon.

Consultant name or logos may not appear on final deliverables, with the exception of the acknowledgements page.

Maps, Graphics, and Site Plans

All maps, graphics, and site plans must be submitted digitally in both native format and in an open universally readable format as approved by APM with input from PMT. Maps, graphics, and site plans must be formatted so as to be scalable to 8½-inch by 11-inch or 11-inch by 17-inch paper. Geospatial data must be georeferenced as approved by APM with input from PMT.

Graphic deliverables submitted for review must be converted to pdf format for readability. All graphic deliverables must be documented with Project name, a legend, and date of preparation. Maps, aerial photos, and other graphic material prepared for Project must be suitable for enlargement to create wall displays for Project meetings and presentations.

TASKS, DELIVERABLES and SCHEDULE

Consultant shall complete all tasks and provide all deliverables (collectively, "Services") included in this statement of work and in accordance with the performance and delivery schedules listed below.

Task 1: Project Kick-off

- 1.1 **Project Management Meeting #1** - Consultant shall arrange and conduct Project Management Meeting #1 via teleconference or in-person with PMT to initiate Project. PMT will discuss Project goals, proposed Project schedule, expected outcomes, desired development program, and delivery of Background Information. PMT will discuss arrangements and timing of Rhododendron Main Street Site Visit and Key Participant Interviews. Consultant shall prepare a brief, one-to-two-page Meeting Summary of PMT Meeting #1. Summary must include a refined Project Schedule (Gantt chart preferred) showing tentative dates for major meetings and deliverables. PMT shall approve refined Project Schedule prior to completion of subsequent subtasks.

1.2 **Background Information** - County shall provide Consultant with relevant Background Information for Consultant review. Consultant shall confirm Background Information review through email to APM. When available, County shall provide native format digital files, including geospatial information. County shall provide hard copy or scanned digital files if native digital files are not available. Background information includes, but is not limited to:

- Applicable County Comprehensive Plan maps and text;
- Development regulations, zoning maps and text;
- The Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan
- Relevant County reports and presentations regarding Community;
- Copies of previous planning efforts in Rhododendron community (e.g., Rhody Rising plan) and The Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan);
- Written summary of Rhody Rising Plan and associated community meetings;
- Mt. Hood Express and shuttle service schedules and maps;
- Clackamas County Transportation System Plan;
- Existing street and road design standards (e.g., roadway cross sections);
- ODOT Highway Design Manual pertinent to Project;
- Previous traffic studies or traffic counts, if any, pertinent to Project area;
- Aerial photography;
- Topographic maps;
- Site utility information if publically available;
- Site surveys or detailed maps to scale of Project area (if any); and
- Any other data County deems pertinent to Project area.

1.3 **Base Map** - Consultant shall assemble supplied data and prepare a Base Map of Project Area depicting relevant existing conditions. Base Map shall be at a standard scale reasonable for use in a group design session and must include existing streets and roads, transit stops, property boundaries, existing buildings, significant natural features such as trees, streams and topography. Consultant shall provide Base Map as a digital file (PDF and GIS format).

County Deliverables:

- 1.1 Project Management Meeting #1
- 1.2 Background Information

Consultant Deliverables:

- 1.1 Project Management Meeting #1 Summary Notes
- 1.3 Base Map

Task 2: Community Reconnaissance

2.1 **Rhododendron Main Street Site Visit** - County shall arrange and conduct Rhododendron Main Street Site Visit to familiarize Consultant, APM and key ODOT staff with Project Area, visit key locations, conduct field reconnaissance, and assemble

information for use in later tasks. Purpose of Rhododendron Main Street Site Visit is for Consultant to gain a full understanding of Project and develop familiarity with Community. During Rhododendron Main Street Site Visit Consultant shall take photographs that illustrate key land use and transportation issues for use in later deliverables.

- 2.2 **Key Participant Interviews** – County shall arrange and Consultant shall conduct up to three Key Participant Interviews to gather information about local conditions and property access issues. Consultant shall prepare draft questions from topics identified during PMT Meeting #1 and review of background information and transmit to County and APM for review and comment. At interviews, Consultant shall briefly outline purpose of Project and TGM Objectives. Consultant shall solicit comments from key participants about issues of concern and desired outcomes.

County shall identify up to five key participants, which may include; property owners, land developers, builders, County staff responsible for development review (e.g., planning, public works, transit service administrators), transportation advocates, local business leaders, etc. Key participants shall not include elected members of Board of County Commissioners. County shall schedule interviews for a single trip by Consultant to Community. Key Participant Interviews may be conducted in a single joint meeting or a series of up to three one-hour meetings.

Consultant shall prepare one set of Summary Notes (approximately one page per interview) recapping discussion with Key Participants and listing suggestions from meeting(s). Consultant shall provide Summary Notes to PMT electronically within seven days of completion of Key Participant Interviews. Summary Notes shall be referenced in Community Workshop Presentation and Final Recommendations Memorandum.

- 2.3 **Community Work Session** - Following Rhododendron Main Street Site Visit, Consultant shall lead an approximately two-hour Community Work Session with site property owners, CPO members, County and ODOT staff to identify elements of site design plan. Community Work Session may occur on same day as Key Participant Interviews. County shall coordinate meeting location and list of attendees. Consultant shall use Base Map and other graphic resources for illustrative purposes at Community Work Session. Consultant shall prepare summary notes of discussion topics and shall provide an electronic version of Community Work Session outcomes in PowerPoint or similar format to County and APM.

Task 2 County Deliverables:

- 2.1 Rhododendron Main Street Site Visit
- 2.2 Key Participant Interviews
- 2.3 Community Work Session

Task 2 Consultant Deliverables:

- 2.1 Rhododendron Main Street Site Visit

- 2.2 Key Participant Interviews
- 2.3 Community Work Session Summary Notes

Task 3: Development Feasibility Analysis

- 3.1 **Development Feasibility Memorandum** - Consultant shall prepare Development Feasibility Memorandum outlining possible types, sizes, uses and mixes of development for Project Area consistent with CPO "*Rhody Rising*" plan, "*The Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan*" and "*The Mount Hood Community Plan (Chapter 10 of the Clackamas County Comprehensive Plan)*". Development Feasibility Memorandum shall identify barriers to and potential development consistent with County and TGM objectives. Development Feasibility Memorandum shall address opportunities for residential and commercial uses, including workforce housing and overnight accommodations for visitors to Mt. Hood area.

Consultant shall use historic measures of Community employment and population growth (if available); forecasts of current real estate market conditions; regionally-appropriate precedent developments; conversations with real estate experts; existing traffic analysis of US Route 26 through Community (if available); and County zoning standards to evaluate opportunities for various development options (types, sizes, and mixes of uses and buildings). Development Feasibility Memorandum must include an analysis based on local market conditions to determine viability of three development options. Consultant shall provide Development Feasibility Memorandum to PMT. Consultant shall update Memorandum based on PMT comments provided electronically.

- 3.2 **Annotated Map** - Consultant shall prepare an Annotated Map of key opportunities, constraints, and issues (including potential transportation infrastructure, transit stop and connectivity issues) for project area based on Background Information, Project Management Meeting #1, Rhododendron Main Street Site Visit, Key Participant Interviews, and Community Work Session. Consultant shall provide a digital copy of Annotated Map to County and APM suitable for display purposes and as an attachment to Development Feasibility Memorandum.
- 3.3 **Project Management Meeting #2** - Consultant shall arrange and conduct Project Management Meeting #2 via teleconference to discuss details of Development Feasibility Memorandum, Annotated Map and options for continuing Project to next Task. PMT shall determine if there is sufficient Community and site property owner consensus on Project, Project Objectives, and development options in accordance with TGM objectives. Consultant shall provide PMT with meeting notes of Project Management Meeting #2.

MILESTONE

APM shall determine if above deliverables are sufficiently complete or underway to proceed with remaining tasks. APM shall advise Consultant, County and CPO in writing

of decision regarding continuation or termination of work under this Work Order Contract.

If Project is continued, PMT shall approve a refined project schedule for accomplishing Project. If Project is terminated, Consultants obligations are set out according to the Consultant's Price Agreement.

County Deliverables

- 3.1 Development Feasibility Memorandum Review
- 3.2 Annotated Map Review
- 3.3 Project Management Meeting #2

Consultant Deliverables

- 3.1 Development Feasibility Memorandum
- 3.2 Annotated Map
- 3.3 Project Management Meeting #2 Summary Notes

Task 4: Concept Plan Options

- 4.1 **Design Workshop** – County shall arrange and Consultant shall conduct a two-hour Design Workshop in Community with members of PMT, CPO and key participants invited by County and PMT. Design Workshop may be held as part of an evening Community Forum for the public.

Consultant shall prepare three draft site design concepts based on Development Feasibility Memorandum and Annotated Map that include massing diagrams illustrating design concepts for use during Design Workshop. Design concepts must also address site design elements such as mixed use opportunities, pedestrian and vehicular connectivity to the site, transit stop connections, parking quantity and location alternatives, and US Route 26 frontage improvements. Design Workshop location must include studio space for design work and space for small meetings with PMT and key participants.

- 4.2 **Project Management Meeting #3** - Consultant shall schedule and facilitate Project Management Meeting #3 via teleconference with PMT to review the results of Design Workshop. PMT shall provide guidance to Consultant about concepts or elements to include in Preferred Draft Concept Plan. Consultant shall provide PMT with meeting notes of Project Management Meeting #3.

County Deliverables

- 4.1 Design Workshop
- 4.2 Project Management Meeting #3

Consultant Deliverables

- 4.1 Design Workshop
- 4.2 Project Management Meeting #3 Summary Notes

Task 5: Project Recommendations Memorandum

- 5.1 **Draft Project Recommendations Memorandum** - Consultant shall prepare Draft Project Recommendations Memorandum, which shall include at least one site Concept Plan. General building sizes based on County and participant input, possible building locations and internal circulation must be illustrated. Concept Plan Drawings must also include a site plan depicting pedestrian and vehicular connectivity and parking layout and space counts; frontage improvements; Mt. Hood Express stop; open spaces; drawings or photographs of precedent examples depicting desired building massing, fenestration, and entrance studies to demonstrate the general character and scale of proposed structures; development phasing diagram and other graphic materials necessary to show the overall design and phasing of site development. Draft Concept Plan Drawings shall be consistent with County's development requirements or clearly identify any recommended deviations. Concept Plan shall depict County and State facilities and other potential uses of the site identified through participant input, as well as a general parking layout and access plan for vehicles, bikes and pedestrians, transit users to and through Project site. Concept Plan shall include US Route 26 frontage improvement acceptable to ODOT. Draft Project Recommendations Memorandum shall identify next steps for the process.

Consultant shall submit Draft Concept Plan Drawings as part of Draft Project Recommendations Memorandum to PMT for review and comment. Draft Project Recommendations Memorandum must be submitted in MSWord Format to allow editing through MSWord's Track Changes feature. A version of Draft Project Recommendations Memorandum that includes photographs and illustrations may be submitted in PDF format. Consultant shall send Draft Project Recommendations Memorandum to PMT and Agency Contacts for review and comment. PMT shall provide written comments on Draft Project Recommendations Memorandum to Consultant within 10 business days of receipt of draft materials, unless another timeframe is approved by APM. County shall provide consolidated written comments on draft materials within 10 business days of receipt. If multiple staff members are commenting, County PMT representative shall reconcile comments before submitting to PMT. If Consultant cannot reconcile PMT and Agency comments, APM shall determine which comment will be kept.

- 5.2 **CPO Meeting** – County shall arrange and conduct CPO meeting where Consultant shall present Draft Project Recommendations Memorandum and facilitate discussion with CPO members, recording comments and recommendations. Consultant shall provide presentation materials and meeting notes to PMT.
- 5.3 **Pedestrian and Bikeway Advisory Committee Meeting** – County shall arrange and conduct Pedestrian and Bikeway Advisory Committee meeting where Consultant shall present Draft Project Recommendations Memorandum and facilitate discussion with Pedestrian and Bikeway Advisory Committee members, recording comments and

recommendations. Consultant shall provide presentation materials and meeting notes to PMT.

- 5.4 Final Project Recommendations Memorandum** - Consultant shall prepare Final Project Recommendations Memorandum reflecting consideration of comments and edits provided by PMT and CPO. At least one perspective or axonometric simulation using Sketchup, Photoshop or similar format must be included illustrating preferred Concept Plan.

Final Project Recommendations Memorandum must include TGM logo and following statement on the inside cover:

This project is partially funded by 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 project is financed, in part, by federal Fixing America's Surface Transportation Act (FAST-Act), local government, and State of Oregon funds. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.

Final Project Recommendations Memorandum - including headers, footers, and graphics - must not include Consultant name or logo except on the acknowledgements page or inside cover.

- 5.5 Project Management Meeting #4** - Consultant shall arrange and conduct Project Management Meeting #4 via teleconference with PMT to review Final Project Recommendations Memorandum. PMT shall provide guidance to Consultant on changes to Final Project Recommendations Memorandum. Consultant shall provide PMT with meeting notes of Project Management Meeting #4.
- 5.6 Final Development Report** - Consultant shall revise and combine comments received on Final Project Recommendations Memorandum as directed at Project Management Meeting #4 and prepare Final Development Report that includes documentation of Community outreach and key participant feedback received during Project. Final Development Report contents shall include, but is not limited to, an executive summary, process overview, site development potential analysis, narrative describing preferred Concept Plan; Preferred Concept Plan map; transportation connectivity and preferred US Route 26 frontage improvements. Consultant shall submit one bound copy of Final Development Report each to County and to APM. Consultant shall submit electronic copies of all deliverables to County and APM in both PDF and a modifiable format.
- 5.7 Title VI Report** – Within one month of delivery of Final Development Report to APM, County shall prepare and submit to APM a report delineating Title VI activities, documenting Project analysis, process, and outreach for all low income, race, gender, and

age groups. Title VI Report text shall be formatted to meet ODOT guidelines for one-page Title VI report.

County Deliverables:

- 5.1 Draft Project Recommendations Memorandum Review
- 5.2 CPO Meeting
- 5.3 Pedestrian and Bikeway Advisory Committee Meeting
- 5.4 Final Project Recommendations Memorandum Review
- 5.5 Project Management Meeting #4
- 5.6 Final Development Report Review
- 5.7 Title VI Report

Consultant Deliverables:

- 5.1 Draft Project Recommendations Memorandum
- 5.2 CPO Meeting
- 5.3 Pedestrian and Bikeway Advisory Committee Meeting
- 5.4 Final Project Recommendations Memorandum
- 5.5 Project Management Meeting #4 Summary Notes
- 5.6 Final Development Report

Task 6: Contingency Tasks (See Section F.)

The purpose of a contingent task is to provide for unforeseen work products or additional meetings that may be necessary for Consultant to produce or attend to satisfactorily complete Project. Work may not proceed on this task or any subtask under this task without written authorization from APM.

- 6.1 **Contingent Meeting #A** - County shall arrange and conduct and Consultant shall participate in an additional meeting, workshop, Community forum or presentation. Consultant shall prepare notes summarizing Contingent Meeting #A.
- 6.2 **Contingent Meeting #B** - County shall arrange and conduct and Consultant shall participate in an additional meeting, workshop, Community forum or presentation. Consultant shall prepare notes summarizing Contingent Meeting #B.
- 6.3 **Contingent Meeting #C** - County shall arrange and conduct and Consultant shall participate in an additional meeting, workshop, Community forum or presentation. Consultant shall prepare notes summarizing Contingent Meeting #C.

County Deliverables

- 6.1 Contingent Meeting #A
- 6.2 Contingent Meeting #B
- 6.3 Contingent Meeting #C

Consultant Deliverables

- 6.1 Contingent Meeting #A
- 6.2 Contingent Meeting #B
- 6.3 Contingent Meeting #C

PROJECT SCHEDULE

Task	Description	Task Due Dates by Month from NTP
1	Project Kick-off	
1.1	Project Management Meeting #1	November 2019
1.2	Background Information	November 2019
1.3	Base Map	December 2019
2	Community Reconnaissance	
2.1	Rhododendron Main Street Site Visit	January 2020
2.2	Key Participant Interviews	January 2020
2.3	Community Work Session	January 2020
3	Development Feasibility Analysis	
3.1	Development Feasibility Memorandum	February 2020
3.2	Annotated Map	February 2020
3.3	Project Management Meeting #2	March 2020
4	Concept Plan Options	
4.1	Design Workshop	April 2020
4.2	Project Management Meeting #3	April 2020
5	Project Recommendations Memorandum	
5.1	Draft Project Recommendations Memorandum	May 2020
5.2	CPO Meeting	May 2020
5.3	Pedestrian and Bikeway Advisory Committee Meeting	May/June 2020
5.4	Final Project Recommendations Memorandum	June 2020
5.5	Project Management Meeting #4	July 2020
5.6	Final Development Report	July 2020
5.7	Title VI Report (County subtask)	August 2020
6	Contingent Tasks	
6.1	Contingent Meeting #A	
6.2	Contingent Meeting #B	
6.3	Contingent Meeting #C	

Deliverable Table

Task	Description	Fixed Amount per Deliverable
1	Project Kick-off	
1.1	Project Management Meeting #1	\$1,000
1.2	Background Information	\$300
1.3	Base Map	\$1,250
2	Community Reconnaissance	
2.1	Rhododendron Main Street Site Visit	\$3,400
2.2	Key Participant Interviews	\$1,700
2.3	Community Work Session	\$3,400
3	Development Feasibility Analysis	
3.1	Development Feasibility Memorandum	\$13,950
3.2	Annotated Map	\$3,350
3.3	Project Management Meeting #2	\$1,400
4	Concept Plan Options	
4.1	Design Workshop	\$10,850
4.2	Project Management Meeting #3	\$950
5	Project Recommendations Memorandum	
5.1	Draft Project Recommendations Memorandum	\$11,000
5.2	CPO Meeting	\$1,650
5.3	Pedestrian and Bikeway Advisory Committee Meeting	\$650
5.4	Final Project Recommendations Memorandum	\$4,500
5.5	Project Management Meeting #4	\$950
5.6	Final Development Report	\$4,000
5.7	Title VI Report (County subtask)	\$0
6.1	Contingent Meeting #A	\$1,350
6.2	Contingent Meeting #B	\$1,350
6.3	Contingent Meeting #C	\$1,350
	Total	\$68,350

**EXHIBIT B
ELIGIBLE PARTICIPATING COST**

DESCRIPTION

PERSONNEL SERVICES

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

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

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

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

SERVICES AND SUPPLIES

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

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

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

Fares, Taxi, Bus, Air, Etc.

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

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

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

Office Expense

Direct Project Expenses Including:

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

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

Postage - Payment for direct project postage.

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

Telecommunications

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

Publicity & Publication

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

Conferences (costs to put on conference or seminars)

Equipment \$250 - \$4,999

NOT ELIGIBLE

Employee Training, Excluding Travel

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

CAPITOL OUTLAY

NOT ELIGIBLE

