



DAN JOHNSON  
DIRECTOR

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

January 4, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners

**Approval of Amendment #1 extending the duration of the Intergovernmental Agreement with the Oregon Department of Transportation for the Walk Bike Clackamas Plan. Amendment has no fiscal impact, agreement value remains at \$222,000. Funding is through the Oregon Department of Transportation and \$30,000 in matching funds from the County Road Fund. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	05/05/22: The Board signed the original IGA 01/02/24: Request for consent		
<b>Performance Clackamas</b>	By 2026 100% of county residents have access to safe and affordable infrastructure.		
<b>Counsel Review</b>	12/12/23 HH	<b>Procurement Review</b>	No
<b>Contact Person</b>	Scott Hoelscher	<b>Contact Phone</b>	503-742-4533

**EXECUTIVE SUMMARY:** The Department of Transportation and Development (DTD) received a Transportation Growth Management (TGM) grant from the Oregon Department of Transportation (ODOT) to update the County’s Pedestrian and Bicycle Transportation Plans. The awarded grant funds allowed the county to procure a consultant to assist in preparing the *Walk Bike Clackamas Plan*. To complete the scope of work and conduct additional public outreach, an amendment to the contract to extend the project timeline is needed. No general fund monies are required and there is no change in the scope of the work. The amendment would extend the contract to September of 2024.

**RECOMMENDATION:** Staff respectfully requests that the Board of County Commissioners sign the attached Amendment No. 1 to the Intergovernmental Agreement for the Walk Bike Clackamas Plan.

Respectfully submitted,

*Dan Johnson*

Dan Johnson  
Director of Transportation & Development

For Filing Use Only

**AMENDMENT NO. 1  
INTERGOVERNMENTAL AGREEMENT  
Clackamas County, Walk Bike Clackamas Plan**

This is Amendment No. 01 to the Agreement between 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 May 20, 2022 (“Agreement”). Said Agreement covers a Transportation and Growth Management grant for Clackamas County, Walk Bike Clackamas 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 termination date, and revise Parties contact information and Schedule in Exhibit A.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **Section 2, Terms of Agreement, Paragraph A, 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. 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.”

**Shall be deleted in its entirety and replaced with the following:**

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 September 30, 2024 (“Termination Date”), unless terminated earlier in accordance with Section 8 of this Agreement.”

b. The table (Parties contact information) at the beginning of Exhibit A, Statement of Work and Delivery Schedule, which reads:

Name: Address:  Phone: Email:	<b>Agency's Project Manager for the WOC</b> Seth Brumley, ODOT Region 1 123 NW Flanders Street Portland, OR 97209  (503) 731-8234 <a href="mailto:Seth.A.Brumley@odot.oregon.gov">Seth.A.Brumley@odot.oregon.gov</a>	Name: Address:  Phone: Email:	<b>Consultant's Project Manager for the WOC</b> Jeri Stroupe 621 SW Morrison St, Suite 1250 Portland, OR 97205
Name: Phone: Email:	<b>Contract Administrator for the WOC</b> Same as Agency's Project Manager	Name: Address:  Phone: Email:	<b>Local Project Manager</b> Scott Hoelscher 150 Beaver Creek Road Oregon City, OR 97045  (503) 742-4533 <a href="mailto:ScottHoe@clackamas.us">ScottHoe@clackamas.us</a>

Shall be amended as follows (deleted language is shown as strikethrough and new language is shown as bold and underlined):

Name: Address:  Phone: Email:	<b>Agency's Project Manager for the WOC</b> <del>Seth Brumley</del> <b><u>Glen Bolen AICP - Principal Planner</u></b> ODOT Region 1 123 NW Flanders Street Portland, OR 97209  <del>(503) 731-8234</del> <b><u>Mobile: (503) 539-8454</u></b> <del>Seth.A.Brumley@odot.oregon.gov</del> <a href="mailto:glen.a.bolen@odot.oregon.gov">glen.a.bolen@odot.oregon.gov</a>	Name: Address:  Phone: Email:	<b>Consultant's Project Manager for the WOC</b> Jeri Stroupe 621 SW Morrison St, Suite 1250 Portland, OR 97205  <b><u>(503) 488-2244</u></b> <a href="mailto:JStroupe@nelsonnygaard.com">JStroupe@nelsonnygaard.com</a>
Name: Phone: Email:	<b>Contract Administrator for the WOC</b> Same as Agency's Project Manager	Name: Address:  Phone: Email:	<b>Local Project Manager</b> Scott Hoelscher 150 Beaver Creek Road Oregon City, OR 97045  (503) 742-4533 <a href="mailto:ScottHoe@clackamas.us">ScottHoe@clackamas.us</a>

**c. The SCHEDULE at the end of Exhibit A, Statement of Work and Delivery Schedule, which reads:**

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

**Shall be deleted in its entirety and replaced with the following:**

Task 1: Project Management	Throughout project timeline
Task 2: Public Engagement Strategy	July 2022 – October 2022 Throughout project timeline
Task 3: Existing Conditions Analysis	October 2022 – March 2023
Task 4: Goals and Objectives	April 2023 – June 2023
Task 5: Needs Assessment	June 2023 – August 2023
Task 6: Recommended Walking and Biking Projects	August 2023 – October 2023
Task 7: Draft Final Plan and Identification of Regulatory Amendments	October 2023 – February 2024
Task 8: Final Plan Development and Adoption Process	February 2024 - September 2024

3. **Counterparts.** This Amendment may be executed in several counterparts (facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

**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 \_\_\_\_\_