



**NORTH CLACKAMAS  
PARKS & RECREATION DISTRICT**

Administration

Kia Selley, RLA, Director  
North Clackamas Parks and Recreation District  
3811 SE Concord Road  
Milwaukie, OR 97267

February 12, 2026

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

Board of County Commissioners

Acting as North Clackamas Parks and Recreation District Board of Directors (NCPRD)

**Approval of an Intergovernmental Agreement with the Oregon Department of Transportation for a Trails Network Plan grant. Agreement Value is \$341,357 for 15 months. Funding is through the Oregon Department of Transportation and a required match of \$35,057 of NCPRD staff time. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	<b>July 27, 2023</b> – Approval of a Board Order authorizing NCPRD to apply for the ODOT/DLCD Transportation and Growth Management Program grant for the Trails System Plan. Briefed at Issues 2/10/2026		
<b>Performance Clackamas</b>	<ul style="list-style-type: none"> <li>• Safe, Secure and Livable Communities</li> <li>• Healthy People</li> <li>• Public Trust in Good Government</li> </ul>		
<b>Counsel Review</b>	Yes, JM 1/12/2026	<b>Procurement Review</b>	N/A
<b>Contact Person</b>	Erin Reome	<b>Contact Phone</b>	(503) 784-7784

**EXECUTIVE SUMMARY:** NCPRD is seeking approval of an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) for completion of a Trails Network Plan. In July 2023, the Board authorized NCPRD to apply for a grant through ODOT’s Transportation Growth Management (TGM) Program to support development of the Plan. The grant was awarded to NCPRD in October 2024 and has since been in scope and contract development with ODOT. With the Board’s approval of the IGA, ODOT will fund \$306,300 for consulting services to complete NCPRD’s Trails Network Plan. NCPRD will provide a match of \$35,057 through the NCPRD staff time that will be dedicated to the project.

The Trails Network Plan builds on the community feedback received in the System Plan, adopted by the Board in October 2025. Through the System Plan, community members identified trails as the number one future priority for residents of the district. The Trails Network Plan will identify new trail alignments, develop design concepts for trail projects, and provide implementation tools to assist in preparing grant applications for funding trail construction. The Trails Network Plan will also build on the work recently completed in the County’s Walk Bike Clackamas Plan, and it will be developed in collaboration with the Transportation System Plan that the County currently has underway.

**RECOMMENDATION:** Staff recommend that the Board approve the IGA between NCPRD and ODOT for completion of a Trails Network Plan.

Respectfully submitted,

Kia Selley, RLA, Director  
North Clackamas Parks and Recreation District

For Filing Use Only

**INTERGOVERNMENTAL AGREEMENT**  
**North Clackamas Parks and Rec District, Trails System 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 the North Clackamas Parks and Rec District ("NCPRD" or "Grantee").

**BACKGROUND**

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 Highway Administration ("FHWA") funds. Local funds are used as match for federal 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 NCPRD 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.

**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. "NCPRD's Amount" means the portion of the Grant Amount payable by ODOT to NCPRD for performing the tasks indicated in Exhibit A as being the responsibility of NCPRD.
- B. "NCPRD's Matching Amount" means the amount of matching funds which NCPRD is required to expend to fund the Project.
- C. "NCPRD's Project Manager" means the individual designated by NCPRD 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 C incurred by NCPRD and ODOT's Consultant during the term of this Agreement.

H. "Grant Amount" or "Grant" means the total amount of financial assistance contributed by ODOT under this Agreement.

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.J 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 May 31, 2027 ("Termination Date"), unless terminated earlier in accordance with Section 8 of this Agreement.

B. Grant Amount. The Grant Amount shall not exceed \$306,300.

C. NCPRD's Amount. NCPRD's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$306,300.

- E. NCPRD's Matching Amount. NCPRD's Matching Amount is \$35,057 (10.27% of the Total Project Costs).

### SECTION 3. NCPRD'S MATCHING AMOUNT

A. NCPRD shall meet the Matching Amount through documentation of Direct Project Costs that NCPRD incurs after the execution of this Agreement and monetized volunteer hours. Direct Project Costs shall not be paid for with Federal funds.

B. NCPRD shall document progress toward NCPRD's Matching Amount through submission of a cost report and a progress report to ODOT's Contract Administrator no later than April 30<sup>th</sup>, July 31<sup>st</sup>, October 31<sup>st</sup> and January 31<sup>st</sup> for the prior calendar quarter, with the final cost report and progress report due 30 days after the Termination Date. Cost reports shall include 100% of NCPRD'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. This Section 3 survives termination of the Agreement.

C. Any travel expenses that NCPRD designates as Direct Project Costs to which NCPRD'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. NCPRD'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. NCPRD 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 NCPRD.
4. This Agreement has been executed and delivered by an authorized officer(s) of NCPRD and constitutes the legal, valid and binding obligation of NCPRD enforceable against it in accordance with its terms.
5. The authorization, execution and delivery of this Agreement by NCPRD, 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 NCPRD or its property is bound.

6. The Project Activities attached to this Agreement as Exhibit A have been reviewed and approved by the necessary official(s) of NCPRD.

B. NCPRD 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 NCPRD**

A. NCPRD shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. NCPRD shall complete the Project; provided, however, that NCPRD 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. NCPRD shall, in a good and workmanlike manner, perform the work on the Project, and provide the Project Activities for which NCPRD is identified in Exhibit A as being responsible.

C. NCPRD shall perform the Project Activities identified in Exhibit A as NCPRD'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. NCPRD 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. NCPRD understands and agrees that all employers, including NCPRD, 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. NCPRD 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. NCPRD 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. NCPRD agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, NCPRD 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. NCPRD 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, NCPRD 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. NCPRD shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, NCPRD shall maintain any other records pertinent to this Agreement in such a manner as to clearly document NCPRD's performance. NCPRD 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 NCPRD that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

I. NCPRD 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.

J. (1) All of NCPRD's work product related to the Project that results from this Agreement (collectively, "Work Product") is the exclusive property of ODOT. ODOT and NCPRD 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", NCPRD 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. NCPRD shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. NCPRD 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 NCPRD a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public or publish the Work Product on its official website.

(3) NCPRD shall ensure that any Work Product produced pursuant to this Agreement includes 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, with FHWA, 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.”

K. Unless otherwise specified in Exhibit A, NCPRD 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.

L. Within 30 days after the Termination Date, NCPRD shall (1) pay to ODOT NCPRD’s Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as NCPRD’s Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) or any of the NCPRD’s Matching Amount that is applied to the Project pursuant to Section 3 to substitute for an equal amount of the FHWA 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 NCPRD as NCPRD’s Matching Amount. NCPRD shall attest that generally accepted accounting principles, State of Oregon Accounting Manual, General Travel Rules and the definitions of ORS 294.311 were applied and that federal funds were not used to meet the Matching Amount;

and

- (c) A list of completed Project Activities.

#### **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 NCPRD, is the party to the PSK with the Consultant, ODOT and NCPRD 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 NCPRD, to the extent permitted by applicable law;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from NCPRD;
- 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. NCPRD shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- E. NCPRD will appoint a Project Manager to:
  - (1) be NCPRD'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 NCPRD personnel, as necessary; and
  - (3) review invoices forwarded to NCPRD from ODOT's Contract Administrator on any deliverables produced by ODOT's Consultant and communicate any concerns NCPRD 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 Project Activities attached to this Agreement as Exhibit A have 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 NCPRD. In addition, ODOT may terminate this Agreement effective upon delivery of written notice to NCPRD, or at such later date as may be established by ODOT, under any of the following conditions:

A. NCPRD 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 event 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 NCPRD at the address or number set forth in Exhibit B 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 or email 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 NCPRD 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.

(1) 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.

(2) 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.

(3) 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 signatures 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.

**NCPRD**

*North Clackamas Parks and Recreation  
District*

By: \_\_\_\_\_  
(Official's Signature)

\_\_\_\_\_  
(Printed Name and Title of Official)

Date: \_\_\_\_\_

**ODOT**

STATE OF OREGON, by and through its  
Department of Transportation

By: Erik HAVIG  
Erik HAVIG [Jan 22, 2026 08:50:33 PST]  
Erik Havig,  
Business Operations Administrator,  
Policy Data & Analysis Division

Date: \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE**

Approved as to legal sufficiency by Senior  
Assistant Attorney General, AAG Nina  
Englander, via email dated 1/12/2025.

## **EXHIBIT A**

### **Project Activities**

NCPRD understands that the Consultant has significant tasks related to, and involvement with, the Project. As such Agency has entered into a separate PSK (B38918 W26 / PO-73000-00005653:14) (“Project Contract”) with the Consultant to provide Services to the Project as described in the Statement of Work and Delivery Schedule of the Project Contract. NCPRD shall work closely with Agency or its Consultant to perform the Project Activities related to this Project set forth below.

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

The NCPRD Trails Network Plan (“the Project”) will advance trails planning, design, and construction further towards implementation and advance components already explored as part of NCPRD’s System Plan and Clackamas County’s (the “County”) Bike Walk Clackamas project. The Project will engage the public in the design of a trail network that connects users to parks, natural areas, and key community destinations. The Project will advance trail development through conceptual design work, planning level cost estimates, design guidance, and project prioritization.

#### **Project Activities**

NCPRD shall:

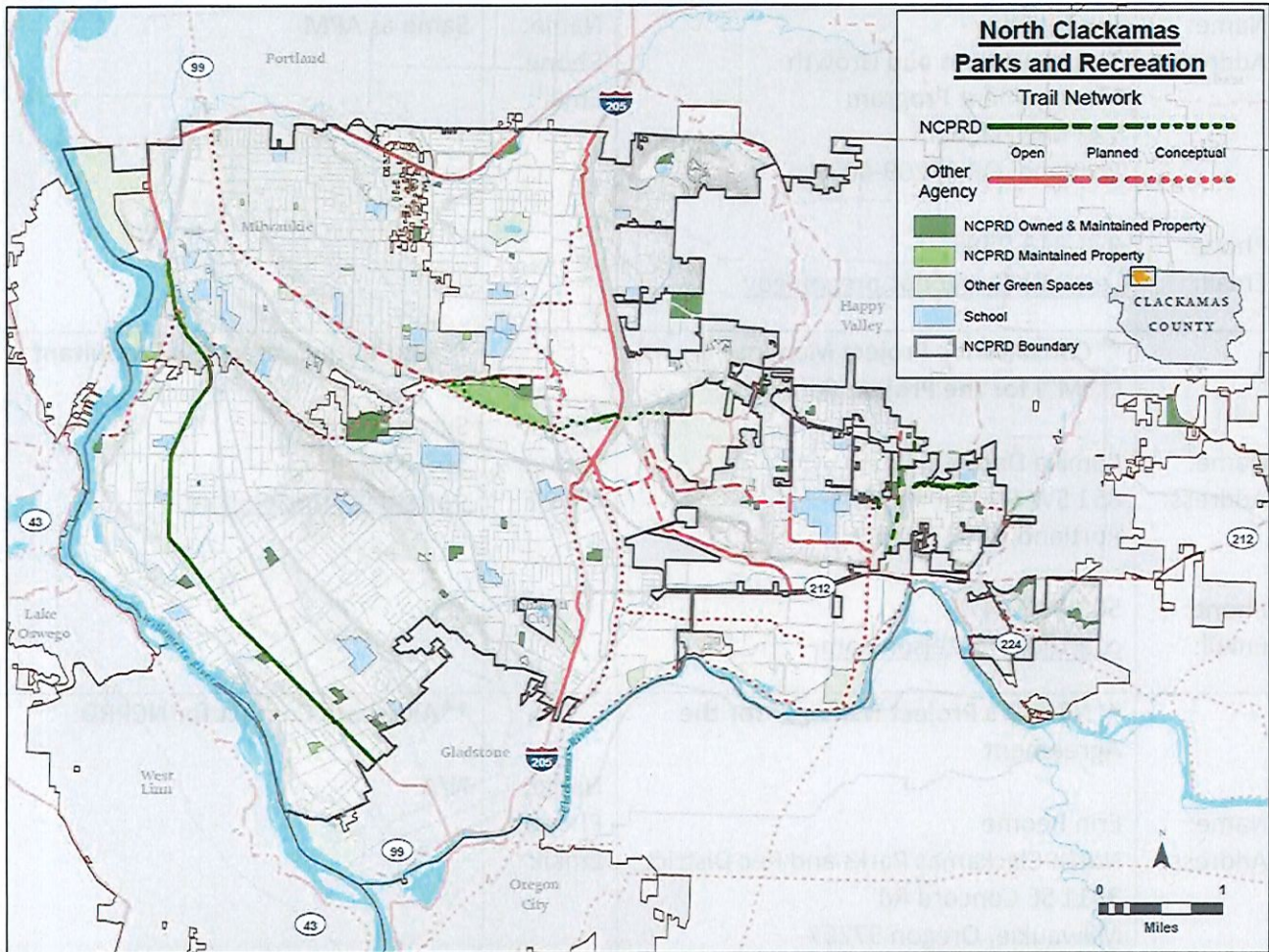
1. Build upon the trail level-of-service assessment completed as part of the NCPRD’s System Plan to create a detailed trails network plan;
2. Coordinate trails efforts with other public agencies and their trails planning efforts, including but not limited to Clackamas County, Oregon Metro (“Metro”), and cities of Milwaukie, Happy Valley, Oregon City, and Gladstone;
3. Utilize community engagement, research, and spatial analysis to sequence trail network projects;
4. Develop high-level cost estimates to inform grants and funding assumptions for Project implementation;
5. Develop design guidance and crossing treatments for trails implementation, including cross sections, materials, amenities, and landscaping;
6. Develop a framework of policies, design guidelines, local code and other enabling tools that will allow NCPRD to strategically plan, develop, and manage the trail network;
7. Develop an implementation plan that will prioritize trail network investments that connect residents throughout the Project Area to parks and major destinations to support resident recreational opportunities and transportation needs; and
- 8.
9. Support increased active transportation options outside the public Right of Way.
10. Perform such work described in the Statement of Work and Delivery Schedule of the Project Contract that is identified as NCPRD’s responsibility. Information regarding the Consultant deliverables and responsibilities is for informational purposes only and are not the responsibility of the NCPRD.
- 11.

#### **Project Area**

The Project area includes the 27-square mile area within NCPRD’s boundary, as shown in Figure 1 (“Project Area”). The Project Area features various uses including retail, office, industrial, low- and

medium density residential, assisted living facilities, parks and natural areas. Project Area is located within the Portland Metro boundary, unincorporated County, and a portion the City of Milwaukie. Project Area is adjacent to jurisdictions including City of Happy Valley, Oregon City, and City of Gladstone.

**Figure 1: Project Area. North Clackamas Parks and Rec District Service Area**



**GENERAL PROJECT DELIVERY SCHEDULE**

Task #	Task Name	Month(s) Following Agency's Issuance of NTP
Task 1	Project Management	Throughout Project Timeline (months 1-16)
Task 2	Public Involvement	Throughout Project Timeline (months 1-16)
Task 3	Existing Conditions and Policy Review	1 <sup>st</sup> month through 6 <sup>th</sup> month
Task 4	Trails Map and Projects List	6 <sup>th</sup> month through 9 <sup>th</sup> month
Task 5	Design Concepts	9 <sup>th</sup> month through 12 <sup>th</sup> month
Task 6	Plan Adoption	12 <sup>th</sup> month through 16 <sup>th</sup> month

**EXHIBIT B  
PARTIES CONTACT INFORMATION**

Name: Address:   Phone: Email:	<b>*Agency’s Project Manager (“APM”) for the Agreement</b>  Lewis Kelley Transportation and Growth Management Program 123 NW Flanders Portland, OR 97209-4037  971-313-2589 <a href="mailto:Lewis.Kelley@odot.oregon.gov">Lewis.Kelley@odot.oregon.gov</a>	Name: Phone: Email:	<b>*Agency’s Contract Administrator for the Agreement</b>  Same as APM
Name: Address:   Phone: Email:	<b>**Consultant’s Project Manager (“PM”) for the Project Contract</b>  Camilla Dartnell, PE 851 SW 6th Ave #600, Portland, OR 97204  503-535-7475 <a href="mailto:cdartnell@kittelerson.com">cdartnell@kittelerson.com</a>	Name: Phone: Email:	<b>**Alternate Contact for Consultant</b>  Susan Wright 503-535-7432 <a href="mailto:swright@kittelerson.com">swright@kittelerson.com</a>
Name: Address:   Phone: Email:	<b>**NCPRD’s Project Manager for the Agreement</b>  Erin Reome North Clackamas Parks and Rec District 3811 SE Concord Rd Milwaukie, Oregon 97267  (503) 784-7784 <a href="mailto:EReome@ncprd.com">EReome@ncprd.com</a>	Name: Phone: Email:	<b>**Alternate Contact for NCPRD</b>  N/A

\* ODOT may change the APM designation by promptly sending written notice (e-mail acceptable) to NCPRD, with a copy to [tgmcentral@odot.oregon.gov](mailto:tgmcentral@odot.oregon.gov). Changes to ODOT's Contract Administrator must be done by amendment to this Agreement.

\*\*Any changes to the PM, NCPRD’s Project Manager, or alternate contacts must be approved in writing (e-mail acceptable) by ODOT.

**EXHIBIT C**  
**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**

**CAPITAL OUTLAY**

**NOT ELIGIBLE**

