

# Agenda

## BMPO Policy Board

October 17, 2025

Hybrid Meeting

### Location

Baney Conference Room (ODOT Region 4 Headquarters, Building M)  
63055 N. Highway 97, Bend, Oregon

### Zoom webinar

Webinar ID: 882 6778 4554  
Passcode: bmpo  
Phone: 1-888-788-0099

### YouTube livestream

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12:00 p.m. Policy Board Meeting

Start Time	Item	Information	Presenters
12:00	1. Call to Order & Introductions		Chair Méndez
12:04	2. Hybrid Meeting Guidelines		Tyler Deke, BMPO
12:06	3. Public Comment		Chair
12:10	4. Meeting Minutes	<p><b>Attachments/Links</b> Attachment A: Policy Board draft meeting minutes.</p> <p><b>Action Requested</b> Review and approve the draft meeting minutes. Recommended language for motion: <i>I move approval of the September 19, 2025, Policy Board draft meeting minutes, as presented.</i></p>	Chair
12:12	5. Fiscal Year 2026 (FY26) Budget Adjustment – Public	<p><b>Background</b> The proposed supplemental budget adds funding to the BMPO FY26 Budget to reflect final federal funding totals that were finalized after the Policy</p>	Tyler Deke

	Hearing and Adoption	<p>Board adopted the FY26 budget. The budget adjustment also adds funding for grant awards originally anticipated in FY25 that will now occur in FY26. The Policy Board will hold a public hearing to review the budget adjustment, receive comment, and approve the budget adjustment.</p> <p><b>Attachments/Links</b></p> <p>Attachment B: Issue Summary.</p> <p>Attachment C: Resolution 2025-04 to adopt the FY26 budget adjustment.</p> <p>Link to the <b>BMPO Work Plan &amp; Budget webpage</b> for the full budget.</p> <p><b>Action Requested</b></p> <p>Hold public hearing and receive public comment. Review and consider approval of the proposed FY26 budget adjustment via Resolution 2025-04.</p> <p>Recommended language for motion: <i>I move approval of the fiscal year 2026 supplemental budget by way of Resolution 2025-04.</i></p>	
12:22	6. Earned Interest – FY26 Starting Balance Review and Allocation	<p><b>Background</b></p> <p>Interest has accrued on funds held by the BMPO. Staff will review the sources of the earned interest and seek Policy Board direction on use of the funds.</p> <p><b>Attachments/Links</b></p> <p>Attachment D: Earned Interest Memo.</p> <p><b>Action Requested</b></p> <p>Consider allocating the majority of the earned interest to Reserves.</p> <p>Recommended language for motion: <i>I move to allocate \$133,000 of the earned interest to Reserves and \$2,000 for BMPO operating costs not covered by federal funding.</i></p>	Tyler Deke
12:42	7. Bend Transportation Safety Action Plan (TSAP) Update – Consultant Contract Approval	<p><b>Background</b></p> <p>The Bend TSAP Update will assess current crash data and identify programs and projects to reduce serious and fatal injury crashes within the BMPO. The consultant was selected through a formal procurement process in accordance with the City of Bend Purchasing Code. The plan update is expected to begin in late October 2025</p>	Tyler Deke

		<p>with substantial completion anticipated by April 2027.</p> <p><b>Attachments/Links</b></p> <p>Attachment E: Notice of Intent to Award. Attachment F: Draft Contract.</p> <p><b>Action Requested</b></p> <p>Authorize a contract with Kittelson and Associates for the Bend TSAP Update in an amount not to exceed \$234,931.</p> <p>Recommended language for motion: <i>I move to authorize a contract with Kittelson and Associates for the Bend TSAP Update in an amount not to exceed \$234,931, in substantially the form presented to the Policy Board.</i></p>	
12:47	8. Metropolitan Transportation Improvement Program (MTIP) Amendments	<p><b>Background</b></p> <p>Three amendments to the 2024-2027 MTIP are proposed. The amendments, which pertain to two City projects and one Oregon Department of Transportation (ODOT) project, were noticed online and via email notification to media and BMPO interest groups.</p> <p><b>Attachments/Links</b></p> <p>Attachment G: Public notice with summary of the proposed amendments.</p> <p><b>Action Requested</b></p> <p>Review and consider approval of the proposed amendments.</p> <p>Recommended language for motion: <i>I move approval of the proposed amendments to the 2024-2027 MTIP, as presented.</i></p>	Kelli Kennedy, BMPO
12:57	9. Establishment Intergovernmental Agreement (IGA) and Policy Board Bylaws – Effective Date	<p><b>Background</b></p> <p>The Policy Board adopted amended Bylaws in June 2025. After consultation with legal staff, staff determined the Policy Board must take additional action. Staff will present options and seek Policy Board direction.</p> <p><b>Attachments/Links</b></p> <p>Attachment H: Policy Board Bylaws Memo. Attachment I: Amended Policy Board Bylaws (adopted June 2025).</p> <p><b>Action Requested</b></p>	Tyler Deke

		Review and select an option as presented by staff.	
1:07	10. State Highway Fund (SHF) Program Call for Projects Update	<p><b>Background</b>  The 2025 SHF Program Call for Projects is underway. Staff will provide a brief update and next steps.</p> <p><b>Attachments/Links</b>  Attachment J: 2025 SHF Program Call for Projects Update, Applications Received Memo.  Link to <a href="#">SHF Program webpage</a> for submitted project applications.</p> <p><b>Action Requested</b>  None. Information item.</p>	Andrea Napoli, BMPO
1:17	11. State Legislative Session Update and Local Implications	<p><b>Background</b>  The Oregon Legislature recently met in special session and approved a transportation funding bill (House Bill 3991). Staff will review the bill and discuss local impacts.</p> <p><b>Attachments/Links</b>  Link to <a href="#">House Bill 3991 (downloadable PDF)</a>.</p> <p><b>Action Requested</b>  None. Information item.</p>	Tyler Deke
1:32	12. 2026 Policy Board Meeting Schedule – Tentative Dates	<p><b>Background</b>  Staff will discuss and seek confirmation of the 2026 Policy Board meeting schedule.</p> <p><b>Attachments/Links</b>  Attachment K: 2026 Policy Board Meeting Schedule Memo.</p> <p><b>Action Requested</b>  Confirm Policy Board meeting schedule for 2026.</p>	Tyler Deke
1:37	13. Other Business	<p><b>Member Updates/Requests</b>  Time for board members to provide updates on current projects and planning efforts and request future meeting topics.</p> <p><b>Staff Updates</b></p> <ul style="list-style-type: none"> <li>• Title VI Plan Update status</li> <li>• BMPO/City of Bend IGA</li> </ul> <p><b>Next Meeting</b>  The next meeting of the BMPO Policy Board is scheduled for November 21, 2025, at 12:00 p.m.</p>	Chair & Staff

1:47	14. Public Comment		Chair
1:50	15. Adjourn		Chair

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# Meeting Minutes

## BMPO Policy Board

Location: Council Chambers, Bend City Hall  
710 NW Wall, Bend, Oregon

Date: September 19, 2025

Time: 9:30 a.m.

Prepared by: ABC Transcription Services, LLC.

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### In Attendance

#### Members

1. Chair Ariel "Ari" Méndez, Bend City Councilor
2. Vice Chair Phil Chang, Deschutes County Commissioner
3. Mike Riley, Bend City Councilor, left at 9:55 a.m.
4. Omar Ahmed, Oregon Department of Transportation (ODOT) Central Oregon and Lower John Day Area Manager

#### Member Alternates

1. Brian Rankin, City of Bend, served as alternate after 9:55 a.m.

#### BMPO Staff and Other Attendees

1. Tyler Deke, BMPO Manager
2. Kelli Kennedy, BMPO Program Coordinator
3. Angela O'Connell, City of Bend
4. James Dorofin, BMPO Technical Advisory Committee
5. Chris Doty, Deschutes County
6. Tory Carr, City of Bend

### Notes

#### 1. Call to Order and Introductions

Chair Méndez called the meeting to order at 9:31 a.m. with a quorum established.

#### 2. Hybrid Meeting Guidelines

Manager Deke reviewed the hybrid meeting guidelines.

#### 3. Public Comment

There were no public comments.

The Board proceeded to address Agenda Items 5 and 6.

**4. Meeting Minutes**

Materials referenced: August 15, 2025, BMPO Policy Board draft meeting minutes (Attachment A in the agenda packet).

This item was addressed directly following Agenda Item 6.

**Motion 3:** Omar Ahmed moved approval of the August 15, 2025, Policy Board draft meeting minutes as presented. Phil Chang seconded the motion which passed 3 to 0 to 1.

(Ayes: Méndez (City of Bend), Chang (Deschutes County), Ahmed (ODOT). Nays: None. Abstain: Rankin (City of Bend).)

The Board proceeded to address Agenda Item 7.

**5. Central Oregon Intergovernmental Council (COIC) Transportation Safety Grant Match**

This item was addressed directly following Agenda Item 3.

Manager Deke highlighted COIC's role implementing public education and outreach to address behavioral issues contributing to car crashes, key accomplishments using the previous safety grant, and focus areas for the upcoming year. COIC was seeking to meet the safety grant's local funding match requirement for Federal Fiscal Year 2026 (FFY26) and requested the BMPO contribute \$5,000, as they had the previous year. Funding options within the BMPO 2026 Budget were outlined. Finance Staff recommended using funds from Unallocated Consulting.

Questions were addressed regarding ODOT being the source of the transportation safety grant and the possibility for COIC to seek local match funds from law enforcement agencies or the Deschutes County Road Department.

**Motion 1:** Mike Riley moved that the BMPO provide \$5,000 to COIC for the FFY26 safety grant local match requirement to be paid in State Fiscal Year 2027. Phil Chang seconded the motion which passed 3 to 0.

(Ayes: Méndez (City of Bend), Chang (Deschutes County), Riley (City of Bend), Ahmed (ODOT). Nays: None.)

**6. Sponsorship Program**

Materials referenced: Draft Sponsorship Program Policy (Attachment B in the agenda packet).

This item was addressed directly following Agenda Item 5.

Manager Deke reviewed the draft Sponsorship Program Policy and noted Staff was seeking direction from the Board regarding the award minimums and maximums, application periods, and the possibility of expanding the policy to include local grant match contributions.

Questions and comments were addressed about the potential to advertise the Sponsorship Program to local nonprofits; addressing local grant matches as a separate line item; the \$2,500 maximum being modeled after the award maximum in City of Bend's Sponsorship Policy; projects with larger funding needs, like the Dutch Active Transportation Workshop, falling

under other funding categories; benefits of having an award maximum; setting an award minimum and having only two application periods yearly for administrative efficiency; and preferring to consider applications off-cycle than allow retroactive applications.

The Board consented to add language to the Sponsorship Program Policy to clarify the following points:

- Sponsorship applications would be reviewed twice per year.
- A Sponsorship Agreement must be signed by the applicant before funds are released.
- A post-event report must be completed by the applicant within the specified time frame.
- Applicants must expend previously awarded Sponsorship funds before applying to be considered for another award.
- Applications may be considered off-cycle at the Board's consent.

Councilor Riley left the meeting, at which point Brian Rankin served as the City's alternate.

**Motion 2:** Brian Rankin moved approval of the Sponsorship Program Policy as amended. Phil Chang seconded the motion which passed 3 to 0.

(Ayes: Méndez (City of Bend), Chang (Deschutes County), Rankin (City of Bend), Ahmed (ODOT). Nays: None.)

The Board returned to address Agenda Item 4 at this time.

## 7. Bend Transportation Safety Action Plan (TSAP) Update – Status/Timeline

Materials referenced: A link was provided to the [2019 Bend TSAP](#).

This item was addressed directly following Agenda Item 4.

Manager Deke provided background on the existing 2019 Bend TSAP and the Safe Streets and Roads for All grant which would fund the TSAP update process beginning in October 2025 and concluding in spring 2027. A consultant team had been selected, and the contract will be finalized next week. He outlined the Board's role in guiding TSAP development and detailed the focal points of three upcoming meetings dedicated to the TSAP update. He noted a regional effort to update city and county TSAPs was in progress, and hopefully the region would coordinate applying federal funds to improve physical infrastructure to reduce serious crashes. COIC planned to use an upcoming grant to analyze data from newly updated TSAPs in the region to consider whether focal points for public outreach should change.

The Board discussed the potential for consultant recommendations regarding street design to be affected by outdated crash analysis data taken before the City completed multiple transportation infrastructure improvements. The need to consider current localized implications for safety improvements was emphasized. No fatal crashes had occurred in Bend in 2025 so far, and the hope was expressed that a year without crash fatalities could be achieved. Automated red-light and speeding cameras would be coming to Bend in January 2026 and citations would be issued after a 30-day grace period during which warnings would be issued for violations caught by cameras.

- 8. Executive Session pursuant to ORS 192.660 (2)(i) to review and evaluate the employment-related performance of the chief executive officer or a public officer who does not request an open hearing.**

The Policy Board recessed for Executive Session at 10:14 a.m.

- 9. Return to Open Session**

The Policy Board returned to Open Session at 10:59 a.m.

## **10. Other Business**

### Policy Board member agenda item requests:

Board members requested information be provided at future meetings about components of the State Transportation Package relevant to the BMPO and public transit, assuming the State Legislature adopts a bill. Information regarding the Priority Intercity Bus Network and Central Oregon Intercity Transit was also requested.

State Highway Fund (SHF) Program – Solicitation Process Update: Manager Deke reported the solicitation window was open until next week and applications were being received for funding during Fiscal Years 2028 – 2030. A summary of applications received would be presented to the Policy Board at the next meeting.

Upcoming work priorities: Manager Deke listed some upcoming work priorities including the TSAP update, Annual Obligation Report, 2027 – 2030 Metropolitan Transportation Improvement Program (MTIP), and Fiscal Year 2027 Budget process.

The Policy Board's next scheduled meeting would be October 17, 2025, at 12:00 p.m.

## **11. Public Comment**

There was none.

## **12. Adjourn**

Chair Méndez adjourned the meeting at 11:04 a.m.



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# Issue Summary

Bend Metropolitan Planning Organization (BMPO) Fiscal Year 2026 (FY26) Supplemental Budget, October 2025

## Issue Summary

This supplemental budget adds funds to the Bend Metropolitan Planning Organization (BMPO) FY26 Budget. This supplemental budget procedure is determined by the Oregon Revised Statutes (ORS) 294.471 and 294.473.

The supplemental budget includes:

- \$360,200 increase to the State Highway Fund (SHF) Program for grant awards originally anticipated in fiscal year 2024-2025 (FY25) that will now occur in FY26
- \$155,200 increase to the COVID Relief Program for grant awards originally anticipated in FY25 that will now occur in FY26
- \$1,900 increase to the BMPO Program for additional FTA 5303 funds (\$1,700), per revised ODOT funding estimates, and the corresponding local match increase (\$200)

**TABLE 1: BUDGET ADJUSTMENT SUMMARY**

Resources	Increase
Beginning Working Capital – COVID Relief Funding	\$ 155,200
State Highway Funds – Awards	360,200
FTA 5303 Planning funds – federal share	1,700
FTA 5303 Planning funds – local match	200
<b>Total Resources Adjustment</b>	<b>\$ 517,300</b>
Requirements	Increase
Grant Recipients – COVID Relief Program	\$ 155,200
Grant Recipients – SHF Program	360,200
Insurance Deductibles	1,700
In-Kind Match	200
<b>Total Requirements Adjustment</b>	<b>\$ 517,300</b>

## Action Requested

Review and consider approval of the following FY26 Supplemental Budget by way of Resolution 2025-04. The full FY26 Budget is available via the [BMPO Work Plan & Budget webpage](#).

## Comparison Budget Changes

TABLE 2: ADOPTED FY26 BUDGET SUMMARY

Resources	Budgeted Amount	Requirements	Budgeted Amount
<b>Beginning Working Capital/COVID Relief Funding</b>	\$ 365,000	<b>BMPO Program</b>	<b>\$ 960,900</b>
<b>FHWA PL</b>		Task 1: Dev. & Program Management	176,100
<b>Federal Share</b>	244,500	Task 2: Short Range Planning	68,000
<b>FTA Section 5303</b>	80,900	Task 3: Long Range Planning	485,300
<b>Safe Streets (SS4A)</b>	200,000	Task 4: Modeling and Data Collection	231,500
<b>SHF – BMPO</b>	440,000		
<b>SHF – Awards</b>	1,085,500	<b>COVID Relief Program</b>	<b>\$ 50,000</b>
<b>Total Grant Funding</b>	<b>\$ 2,415,900</b>	Task 1: COVID Relief Admin	50,000
<b>FHWA PL</b>		<b>SHF Program</b>	<b>\$ 1,085,500</b>
<b>State Match</b>	13,100	Task 1: State Highway Funding	1,085,500
<b>Local Match</b>	13,100		
<b>FTA Local Match</b>	9,300	Loan Repayment	\$ 100,000
<b>Safe Streets Local Match</b>	40,000	Contingency	\$ 100,000
<b>Total Match Funding</b>	<b>\$ 75,500</b>	Reserves - BMPO	\$ 160,000
		Reserves - COVID	\$ 135,000
<b>City of Bend Loan</b>	100,000		
<b>Total Budgeted Resources</b>	<b>\$ 2,591,400</b>	<b>Total Budgeted Requirements</b>	<b>\$ 2,591,400</b>

**TABLE 3: PROPOSED FY26 BUDGET SUMMARY**

Resources	Budgeted Amount	Requirements	Budgeted Amount
<b>Beginning Working Capital/COVID Relief Funding</b>	\$ 520,200		
		<b>BMPO Program</b>	<b>\$ 962,800</b>
<b>FHWA PL</b>		Task 1: Dev. & Program Management	176,700
<b>Federal Share</b>	244,500	Task 2: Short Range Planning	68,700
<b>FTA Section 5303</b>	82,600	Task 3: Long Range Planning	485,900
<b>Safe Streets (SS4A)</b>	200,000	Task 4: Modeling and Data Collection	231,500
<b>SHF – BMPO</b>	440,000		
<b>SHF – Awards</b>	1,445,700	<b>COVID Relief Program</b>	<b>\$ 205,200</b>
<b>Total Grant Funding</b>	<b>\$ 2,933,000</b>	Task 1: COVID Relief Admin	205,200
<b>FHWA PL</b>		<b>SHF Program</b>	<b>\$ 1,445,700</b>
<b>State Match</b>	13,100	Task 1: State Highway Funding	1,445,700
<b>Local Match</b>	13,100		
<b>FTA Local Match</b>	9,500	Loan Repayment	\$ 100,000
<b>Safe Streets Local Match</b>	40,000	Contingency	\$ 100,000
<b>Total Match Funding</b>	<b>\$ 75,700</b>	Reserves - BMPO	\$ 160,000
		Reserves - COVID	\$ 135,000
<b>City of Bend Loan</b>	100,000		
<b>Total Budgeted Resources</b>	<b>\$ 3,108,700</b>	<b>Total Budgeted Requirements</b>	<b>\$ 3,108,700</b>



# Resolution 2025-04

Bend Metropolitan Planning Organization (BMPO) Policy Board

A RESOLUTION AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 (FY26)

THE BEND METROPOLITAN PLANNING ORGANIZATION DOES RESOLVE AS FOLLOWS:

The BMPO Policy Board adopted the FY26 budget, as approved by the BMPO Budget Committee, on April 18, 2025, pursuant to ORS 294.900 to 294.930.

In accordance with ORS 294.471 and 294.473, the following supplemental budget will provide for appropriation adjustments that were not anticipated when the FY26 budget was adopted. These adjustments will increase total fund expenditures by more than 10%; therefore, a public hearing is required. Public notice that a supplemental budget will be considered is required, and this notice was published on October 7, 2025.

- Recognize \$360,200 of intergovernmental revenue and increase expenditure appropriations in the State Highway Fund (SHF) Program for grant awards originally anticipated in fiscal year 2024-2025 (FY25) that will now occur in FY26
- Recognize \$155,200 additional Beginning Working Capital and increase expenditure appropriations in the COVID Relief Program for grant awards originally anticipated in FY25 that will now occur in FY26
- Recognize \$1,900 of intergovernmental revenue and increase expenditure appropriations in the BMPO Program for additional FTA 5303 funds (\$1,700), per revised ODOT funding estimates, and the corresponding local match increase (\$200)

THE BMPO does hereby adopt the FY26 supplemental budget 2025-04 listed below:

**TABLE 1: BMPO FUND**

Category	Amount
BMPO Program	\$ 962,800
COVID Relief Program	\$ 205,200
SHF Program	\$ 1,445,700
<b>Total Program</b>	<b>\$ 2,613,700</b>
Loan Repayment	\$ 100,000
Contingency	\$ 100,000
Reserves	\$ 295,000
<b>Total Requirements</b>	<b>\$ 3,108,700</b>

Adopted by the BMPO the 17<sup>th</sup> of October 2025.

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Abstain: \_\_\_\_\_

Authenticated by the Chair this 17<sup>th</sup> of October 2025

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Ariel Méndez, BMPO Chair

Witness:

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Tyler Deke, BMPO Manager



# MEMO

**To: BMPO Policy Board**

**From: Tyler Deke, BMPO Manager**

**Date: 10/10/2025**

**Re: Earned Interest**

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## **Background**

During the pandemic, the BMPO received federal COVID funding. The Policy Board awarded the funds to several projects. Disbursement of the funds to the project recipients has been occurring over the past 2 years and is expected to be completed in fiscal year 2027 (FY27). The COVID funds have accrued interest.

The BMPO also receives state highway funds (SHF) each year. The Policy Board awards most of these funds to projects. The held SHF funds accrue interest.

At prior meetings, the Policy Board discussed possible uses for the earned interest including special projects and building BMPO reserves. The earned interest balance is currently unallocated. Once available for use, the funds are unrestricted.

The current balance of earned interest is approximately \$135,000.

## **Federal Funding Status**

The current federal surface transportation legislation (Infrastructure Investment and Jobs Act) expires October 2026. Congress is holding initial hearings and gathering input from stakeholders on priorities for the next multi-year transportation funding bill. A schedule for development of draft legislation has not been released. A new bill could be approved by October 2026. Congress could also take short-term action and extend existing funding beyond October 2026.

## **Staff Recommendation**

Given the uncertainty at the federal level, the staff recommendation is to allocate \$133,000 of the earned interest to Reserves and \$2,000 for BMPO costs not covered by federal funding (e.g., Policy Board lunches).



## CITY OF BEND

### PROCUREMENT AND PUBLIC CONTRACTS DEPARTMENT **Notice of Intent to Award**

Project: Bend Transportation Safety Action Plan Update  
Solicitation Number: 25-2461  
Proposal Due Date: June 30, 2025 at 3:00 PM

The scoring team has met and evaluated the one proposal received in response to the Bend Transportation Safety Action Plan Update request for proposals. In accordance with the evaluation criteria in the solicitation documents, the scoring team ranked Kittelson & Associates, Inc. as the highest scoring proposer.

The Bend Metropolitan Planning Organization (“**BMPO**”) intends to award this work to Kittelson & Associates, Inc., pending successful contract negotiations, subject to approval of the BMPO Policy Board.

Protests of this Notice of Intent to Award must be filed within seven days. If you do not protest the Notice of Intent to Award, you will not be able to protest the Award.

Thank you for the time you took to submit a Proposal and for your interest in this opportunity.

Signed,

Justin Sweet  
Procurement and Public Contracts Manager  
541-385-6677  
August 5, 2025



**PERSONAL SERVICES AGREEMENT BETWEEN  
THE BEND METROPOLITAN PLANNING ORGANIZATION AND  
KITTELSON & ASSOCIATES, INC.**

Contract Number: [#####]

This Personal Services Agreement is between the Bend Metropolitan Planning Organization, Oregon ("MPO") and Kittelson & Associates, Inc. ("Contractor") (together, "Parties") for professional personal services.

**RECITALS**

- A. The MPO desires to enter into the Agreement for consulting services to update the Bend Transportation Safety Action Plan.
- B. Contractor has the training, ability, knowledge, and experience to provide the services desired by the MPO.
- C. Contractor was selected through the formal Request for Proposals for the Bend Transportation Safety Action Plan Update issued June 2, 2025, Solicitation No. 25-2461.

**TERMS OF AGREEMENT**

1. **Effective Date; Duration.** This Agreement shall become effective when signed by both Parties and approved by the MPO's legal counsel. Unless sooner terminated, this Agreement shall expire on April 30, 2027. Termination or expiration shall not extinguish or prejudice the MPO's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.
2. **Services.** Contractor shall provide the services necessary to update the Bend Transportation Safety Action Plan, which as of the date of this Agreement can be found at the following webpage: <https://www.bendoregon.gov/government/departments/bend-metro-planning-organization/plans-and-programs/safety-action-plan>. The services to be provided are described in more detail in Exhibit A, Scope of Work. Contractor shall perform all work in accordance with Exhibit A.
3. **Consideration.** MPO shall pay Contractor as set out in Exhibit B, based on time and materials but the total payment under this Agreement, which includes allowable expenses for reimbursement as per the attached Exhibit C, **shall not exceed \$234,931**. The Not to Exceed amount may be exceeded only upon prior written increase in the Scope of Work, accompanied by written authorization for an increase in fee from the authorized representatives of MPO. If there is no change in Scope of Work, the Contractor shall complete all identified Work Scope within the Not to Exceed amount as indicated above. Any known additional or optional tasks are listed in Exhibit B.

- 3.1. Contractor shall send MPO an invoice each month setting forth the fee due for that month and include a detailed summary of the work performed during the pay period. MPO shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of MPO's receipt of the invoice.
- 3.2. Invoices will be directed to the MPO, Attention: Accounts Payable, P.O. Box 1458, Bend, Oregon 97709. Invoices may be emailed to: [ap@bendoregon.gov](mailto:ap@bendoregon.gov). If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the Finance Department of the City of Bend, Oregon (the "City") is open for business. Contractor acknowledges that the City provides accounting and other administrative services for the MPO pursuant to an agreement between the City and MPO.
- 3.3. Contractor shall reference the Contract Number and the Project Number as appropriate.

4. **Standard of Care.** Contractor will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.

5. **Termination.** The Parties may terminate this Agreement as follows:

- 5.1. This Agreement may be terminated at any time by mutual consent of both Parties.
- 5.2. MPO may, at its sole discretion, terminate this Agreement, in whole or in part, upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
- 5.3. MPO may terminate this Agreement, effective upon delivery of written notice to the Contractor, or at a later date established by the MPO under any of the following conditions:
  - (a) MPO funding is not obtained or continued at levels sufficient to pay for Contractor's Work. The Agreement may be modified to accommodate a reduction in funds. In determining the availability of funds, MPO may use the biennial budget adopted or modified by the MPO Policy Board.
  - (b) If federal, state, or MPO regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- (c) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 5.4. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to the termination.
- 5.5. The MPO by written notice of default (including breach of contract) to the Contractor may terminate the whole or any part of this Agreement:
  - (a) If the Contractor fails to provide services called for by this Agreement within the time specified or any extension of the Agreement, or
  - (b) If the Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the MPO, fails to correct the failures within 10 days or such longer period as the MPO may authorize.
- 5.6. Contractor may terminate this Agreement upon 30 days' written notice to MPO if MPO fails to pay Contractor pursuant to the terms of this Agreement and MPO fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in the notice.

6. **Access to Records – Files; Confidential Information.** Contractor shall maintain all books, documents, papers, and records relating to the Agreement for at least seven years following completion of the project. Contractor shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance. MPO, state, and federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript. Contractor agrees that all files or other documents generated or in the possession of Contractor related to Contractor's delivery of service are the property of the MPO and shall be available to the MPO upon request. Contractor understands the nature of project/projects means that Contractor may be privy to information that is confidential, proprietary, or sensitive in nature, which information shall not be disclosed to any third person or entity without the consent of the MPO or at the MPO's direction, either during the term of this Agreement or after its termination. Likewise, any analysis or commentary provided by Contractor of a confidential or sensitive nature shall not be released or disclosed to any person without the consent or direction of the MPO.

**7. Independent Contractor; Responsibility for Taxes & Withholding.**

- 7.1. The Work to be rendered under this Agreement is that of an independent contractor. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee, or agent of the MPO for any purpose. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Agreement. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under this Agreement. MPO does not have the right of direction or control of the manner in which Contractor delivers the Work under this Agreement or exercise any control over the activities of the Contractor.
- 7.2. No Agency, Partnership, or Joint Venture/Independent Contractor - Neither the MPO or Contractor, by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.
- 7.3. This Agreement is not intended to entitle the Contractor nor any of its Agents to any benefits generally granted to MPO employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Contractor shall be responsible for all federal or state taxes applicable to compensation or payment paid to Contractor under this Agreement.

**8. Ownership of Work Product.** All work product of Contractor under this Agreement shall be the exclusive property of the MPO. Contractor waives and releases all rights relating to the use of the work under this Agreement, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by MPO or others for purposes outside the Scope of Work shall be without liability to Contractor.

**9. Protection of Property and Responsibility for Damage.**

Due care shall be exercised to avoid injury to property and infrastructure, including but not limited to, existing travel lanes, medians, curbs, legally parked vehicles, signs, and adjacent property. The Contractor shall notify the MPO Project Manager as soon as practical but within 24 hours of any incidents, accidents or damage resulting from work under this Agreement.

Contractor shall repair all damage resulting from Contractor's work under this Agreement. Repair work must be completed within a two-week period after written notification by MPO representative. An extension of time may be approved in excess of the two-week period if requested in writing by Contractor. The request shall state the reasons and period of time for the request. Any repair work

not completed by Contractor within the designated time period may be done by the MPO and the cost deducted from monies due Contractor.

This shall not be construed as to relieve Contractor of responsibility for damage to private facilities.

## 10. **Indemnification**

- 10.1 **Indemnification for General Liability Claims.** Contractor shall defend, indemnify, and hold the MPO, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims') that may be based on, or arise out of, damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this Agreement or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the MPO, its officers, agents, employees and volunteers. The Contractor agrees that it is not an agent of the MPO and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
- 10.2 **Indemnification for Professional Liability Claims.** Contractor shall defend, indemnify, and hold the MPO, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments that may be based on, or arise out of damages caused by or resulting from professional negligence in connection with the performance of this Agreement by conditions created thereby or based upon violation of any statute, ordinance or regulation (collectively known as "Professional Negligence Claims"). This indemnification required shall not apply to Professional Negligence Claims caused by the sole negligence or willful misconduct of the MPO, its officers, agents, employees and volunteers. The Contractor agrees that it is not an agent of the MPO and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
- 10.3 Contractor's duty to defend a Professional Negligence Claim shall not apply except to the extent that Contractor's liability or fault is determined by adjudication or alternative dispute resolution or is otherwise resolved by settlement agreement, and not to exceed the proportionate fault of Contractor.

11. **Insurance.** Contractor shall purchase and maintain at their own expense the insurance noted below subject to review and acceptance by the MPO. All insurance shall apply on a primary, non-contributory basis and remain in effect for the duration of the Agreement terms. Any policy written on a 'claims made' basis may only be done so with the written approval and authorization of the MPO and coverage written in this manner shall extend for 24 months past completion and acceptance of Contractor's work or services. Insurance certificates and insurance questions shall be emailed to the City's insurance email at: [insurance@bendoregon.gov](mailto:insurance@bendoregon.gov).

- 11.1 Commercial General Liability Insurance with minimum coverage in effect of \$2,000,000 per incident, claim or occurrence and \$2,000,000 in aggregate. The policy shall include coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products completed operations, employer's practices liability, and contractual damages. Contractor shall remain fully responsible and liable for any claims resulting from the negligence or intentional misconduct of Contractor, its subcontractors, and their officials, agents, and employees in performance of this Agreement, even if not covered by, or in excess of insurance limits.
- 11.2 Commercial Automobile (Fleet) Liability Insurance with minimum combined single limit of \$2,000,000 covering all owned, non-owned, and hired vehicles. This coverage shall be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability.
- 11.3 Contractor shall maintain in full force and effect professional liability insurance with a combined single limit of not less than \$2,000,000 for each claim, incident, or occurrence, \$2,000,000 aggregate. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Agreement. Contractor shall remain fully liable for any deductible required under its professional liability errors and omissions policy if found to be negligent related to the professional services to be provided under this Agreement. Coverage must be in effect prior to the commencement of the performance of this Agreement. Contractor shall furnish proof of continuous "tail" coverage for 24 months after Agreement completion.
- 11.4 Commercial General Liability coverage shall name, by certificate and endorsement the MPO, its officers, agents, employees, and volunteers as additional insureds with respect to Contractor's work or services provided under this Agreement.
- 11.5 Workers' Compensation Insurance as required by ORS chapter 656 and meeting the minimum requirements therein. Contractor shall ensure that each subcontractor obtains and maintains workers' compensation insurance and that the carrier notifies the State of Oregon or files a guaranty contract with the State of Oregon Workers' Compensation Division before performing work.
- 11.6 Contractor shall provide proof of coverage required by acceptable Certificate of Insurance and signed Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, material change, or reduction in limits of the insurance coverage without a minimum 30-day written notice to the MPO. The Certificate and Endorsement shall also state the deductible or self-insured retention level.

12. **Subrogation.** Contractor grants Waiver of Subrogation to the MPO, its officers, agents, employees, and volunteers for any claims arising out of Contractor's work or service. Further, Contractor agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery by the Contractor shall be solely with their insurance carrier. Contractor also grants to MPO on behalf of any insurer providing coverage to either Contractor or MPO with respect to the work or services of Contractor a waiver of any right to subrogation which any insurer or Contractor may acquire against MPO by virtue of the payment of any loss under such insurance coverage.

13. **Nondiscrimination - ADA Compliance** – Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

14. **Successors and Assigns.** MPO and Contractor each binds itself, its successors, assigns, and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Contractor shall not assign or transfer its interests in this Agreement without written consent of MPO, which consent may be withheld in the MPO's sole, subjective discretion. The rights under this Agreement may not be transferred or assigned by operation of law, change of control or merger without the prior written consent of the MPO. The MPO may rescind this Agreement if transferred or assigned by operation of law, change of control or merger, or without the prior written consent of the MPO.

15. **Force Majeure.** Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

16. **No Third Party Beneficiaries.** MPO and Contractor are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

17. **Waiver.** MPO's failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of MPO's right to performance in the future and shall not operate as a waiver of MPO's right to enforce any other provision of this Agreement.

18. **Limitation on Authority.** MPO retains its authority to execute all applications, Agreements, and other documents relating to the Project. Contractor has no right or authority, express or implied, to commit or otherwise obligate MPO or any of its partners, except as permitted by the express terms of this Agreement, or as authorized in writing.

19. **Attorney Fees & Governing Law.** In the event an action, suit of proceeding, including appeals, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for that party's own attorney fees, expenses, costs, and disbursements for the action, suit, proceeding, or appeal. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any claim, action, suit, or proceeding between MPO and Contractor arising from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. Contractor hereby consents to *in personam* jurisdiction of said courts.

20. **ORS 279A.125 Preference for Recycled Materials.** Contractor will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).

21. **Compliance with Law.** Contractor shall comply with applicable federal, state, and local laws and ordinances applicable to the work under this Agreement, including, without limitation, the laws, rules, and executive orders provided in attached Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, Exhibit I, and Exhibit J.

22. **Merger Clause.** This Agreement and attached exhibits constitute the entire Agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties. The waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor by signature of its authorized representative hereby acknowledges that he/she/they has read this Agreement/Agreement/Agreement, understands it, and agrees to be bound by its terms and conditions.

23. **Key Personnel.** Contractor acknowledges and agrees that the MPO selected Contractor for award of this Contract because of the special qualifications of Contractor's key personnel. Contractor shall not reassign or transfer key personnel to other duties or positions such that they are no longer available to provide MPO with the expertise, experience, judgment, and personal attention at the level

proposed without first obtaining the MPO's prior written consent to such reassignment or transfer. The MPO shall have the right to interview, review the qualifications of, and approve or disapprove any proposed change in key personnel.

24. **Notices.** Project correspondence shall be directed to MPO Project Manager. Insurance certificates and insurance questions shall be emailed to the City's insurance email at: [insurance@bendoregon.gov](mailto:insurance@bendoregon.gov). All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

**Kittelson & Associates, Inc.**

Attn: Matt Kittelson, Associate Engineer  
1001 SW Emkay Drive, Suite 140  
Bend, Oregon 97702  
Phone: 541-312-8300  
Email: [mkittelson@kittelson.com](mailto:mkittelson@kittelson.com)

**Bend Metropolitan Planning Organization**

Attn: Tyler Deke, MPO Manager  
710 NW Wall Street  
Bend, Oregon 97703  
Phone: 541-693-2113 Fax: 541-385-6676  
Email: [tdeke@bendoregon.gov](mailto:tdeke@bendoregon.gov)

*With a copy to:*

Bend MPO Legal Services  
Attn: MPO Staff  
710 NW Wall Street  
Bend, Oregon 97703  
Phone: 541-693-2122 Fax: 541-385-6676  
Email: [tdeke@bendoregon.gov](mailto:tdeke@bendoregon.gov)

Service by mail shall be deemed complete on the date of actual delivery or three business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served upon receipt of the facsimile or E-Mail, followed by mail delivery.

25. **Severability.** If any provision of this Agreement is held illegal or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation of the Agreement, and if negotiations fail, may terminate the Agreement.

26. **Counterparts.** This Agreement may be executed in several counterparts, 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 the Agreement so executed shall constitute an original.

27. **Amendments.** The Parties may amend this Agreement by a written amendment properly executed by both Parties.

28. **Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

29. **Compliance with Tax Laws.** Contractor represents and warrants that Contractor has complied with the tax laws of this state and political subdivisions of this state including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

Contractor agrees to continue to comply with the tax laws of this state and political subdivisions of this state during the term of this Agreement. Failure of the Contractor to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes the Agreement or during the term of the Agreement, shall be considered a default for which the MPO may terminate the Agreement and seek damages and other relief available under this Agreement or under applicable law.

Approved and authorized for signature by the MPO Policy Board acting as the Local Contract Review Board on [Month, Date, Year].

**BEND METROPOLITAN PLANNING ORGANIZATION, OREGON**

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Ariel Méndez

MPO Policy Board Chair

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Date

APPROVED AS TO FORM:

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MPO Attorney's Office

---

Date

**KITTELSON & ASSOCIATES, INC.**

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Name and Title:

---

Date

---

MPO Contracting & Funding Authorizations:

By:

---

Tyler Deke, MPO Manager

Bend Metropolitan Planning Organization, Oregon

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Date

**EXHIBIT A**  
**SCOPE OF SERVICES TO BE PROVIDED**

**ROLES AND RESPONSIBILITIES**

The Project Management Team (“PMT”), consisting of the following parties, will provide collaborative management and oversight of the process:

- Bend Metropolitan Planning Organization;
- City of Bend;
- Oregon Department of Transportation; and
- The Consultant Team.

Coordination with the following groups, as determined by the PMT, may occur through project meetings and focus group efforts to identify issues and review draft findings and recommendations:

- ODOT Region 4 (Planning & Programming, Maintenance, Traffic Engineering, Project Development);
- ODOT Transportation Safety Office;
- City of Bend (Police, Fire & Rescue, Community & Economic Development, Engineering, Transportation & Mobility, Accessibility & Equity, Communications & Engagement)
- Oregon State Police;
- Deschutes County District Attorney;
- Medical services providers;
- Deschutes County Bicycle and Pedestrian Advisory Committee;
- Bend Bikes;
- City of Bend Accessibility Advisory Committee (“COBAAC”), Human Rights and Equity and Neighborhood Districts;
- Community organizations representing or working with traditionally disadvantaged and underrepresented populations;
- Other groups as needed, such as the trucking industry, Homeless Leadership Coalition, or others.

**PROJECT SCHEDULE**

BMPO and the Consultant will work collaboratively to develop a project schedule that supports this Scope of Work (SOW).

**DOCUMENT FORMATTING**

Consultant shall deliver documents electronically in Microsoft Word file format, unless otherwise required. Consultant shall provide maps in PDF file format and GIS datasets.

## **TASK 1: PROJECT MANAGEMENT & ADMINISTRATION**

Consultant's Task 1 objectives include the following:

- Identify and track project issues that affect the SOW, schedule, and budget;
- Coordinate the work of team members;
- Maintain a project file and record;
- Manage resources to successfully complete the project;
- Coordinate with the City and BMPO to develop meeting materials and information;
- Conduct day-to-day management of the project; and
- Participate in PMT meetings.

### *1.1: Project Management & Administration*

To provide proactive and timely management, and deliver the project on schedule and within budget, the Consultant will:

- Create and maintain a collaborative web-based project management platform (e.g., Microsoft SharePoint) for file sharing and communication with the BMPO and PMT.
- Develop and update a detailed project schedule that coordinates deliverables, meetings, public engagement, and review periods with BMPO staff.
- Track and manage the project schedule, budget, and expenditures.
- Schedule recurring informal virtual check-ins to discuss progress or emerging issues (assumed to be staggered with PMT meetings and milestone meetings).
- Assist the BMPO with its FHWA quarterly progress reporting.
- Submit monthly invoices and progress reports in a format approved by the PM that include:
  - Summaries of completed and upcoming activities.
  - Task budgets compared with expenditures, estimated task completion percentages (both monthly and cumulative), and documentation of any overages or change order requests.
  - Breakdowns of expense costs and copies of expense receipts.

The Consultant's project manager ("CPM") will be the primary point of contact for the BMPO project manager ("PM").

### *Task 1.2: Project Kick-Off Meeting*

The Consultant will prepare for and conduct an in-person kick-off meeting with the PMT at BMPO offices in Bend to:

- Review a preliminary schedule and confirm the overall project scope,
- Determine potential project risks and resolutions,
- Define various team roles,
- Discuss potential members of the Project Advisory Committee (PAC),
- Identify data needs,
- Set recurring PMT meeting dates and plan the timing of milestone meetings.

The Consultant will prepare an agenda for the project kick-off meeting and provide a meeting summary to the PMT within three business days after the meeting.

*Task 1.3: PMT Meetings*

At project initiation, the CPM will work with the PM to establish a PMT. The PMT is expected to include three to four BPMO and City staff. The Consultant will schedule and facilitate monthly PMT meetings throughout the project to share progress updates, identify and address potential issues, and provide a consistent forum for the PMT to provide feedback and direction. PMT meetings are assumed to occur in person at BMPO office in Bend for up to 30 minutes each. Virtual meeting options will be considered on an as-need basis.

The Consultant will prepare an agenda ahead of each meeting for PMT review and contribution. Following each PMT meeting, the Consultant will distribute within one week a summary of discussion topics, decisions, and action items.

*Task 1.4: PAC Meetings*

The PAC will serve as the multidisciplinary project oversight committee to guide safety discussions and provide input on technical analyses, project documentation, and public engagement. The PAC should represent partner agencies and organizations that will support the development, implementation, and monitoring of a multi-faceted TSAP. Potential members may include:

- BMPO and City Staff (Community & Economic Development, Engineering, Transportation & Mobility, Accessibility & Equity, Communications & Engagement)
- Bend Park and Recreation District Staff
- ODOT Region 4 Staff (Planning & Programming, Maintenance, Traffic Engineering, Project Development)
- Law Enforcement (Bend Police, Oregon State Police)
- Emergency Services (Fire & Rescue)
- Medical Services Providers
- Deschutes County District Attorney
- School District Representatives
- Cascades East Transit (CET)
- Pedestrian and Bicycle Advocates (Deschutes County Bicycle and Pedestrian Advisory Committee, Bend Bikes)

Consultant will work with the PMT to confirm PAC membership.

The PAC will meet three times throughout the project during the following milestones:

- **PAC Meeting #1:** Introduces the TSAP and the purpose of this effort, provides an overview of the Safe System Approach, and discusses PAC member roles, the public engagement plan (including possible survey prompts to be used within Task 2.3), and the project vision and goals. Give update on 2019 TSAP strategies completed to-date and seeks perspective on their

performance. Explores initial input on current safety concerns to be addressed by the updated TSAP.

- **PAC Meeting #2:** Summarizes current regulatory context, past planning efforts, and results of the crash analysis. Discusses potential crash emphasis areas and revisions to goals and objectives. Gives an overview of Virtual Open House #1 results.
- **PAC Meeting #3:** Discusses the non-infrastructure, multidisciplinary strategies needed to address the crash emphasis areas (e.g., educational programs, post-crash care, enforcement policies, etc.). Presents systemic countermeasures to address the top crash patterns in the BMPO boundary and the site-specific countermeasures targeted at the BMPO's high priority locations. Shares the potential performance measures that the BMPO can use to monitor progress toward reducing fatal and serious injury crashes.

PAC meetings are assumed to occur in person at BMPO offices in Bend for up to two (2) hours each. Virtual meeting options will be considered on an as-need basis.

The Consultant will develop PAC meeting agenda and presentation materials with input from the PMT. Following each PAC meeting, the Consultant will distribute within one week a summary of discussion topics, action items, and next steps in the project.

#### *Task 1.5: Policy Board Meetings*

The BMPO Policy Board will serve as the project steering committee. The Consultant, with support from BMPO staff, will meet with the Policy Board during the three milestones described in Task 1.4 to present and discuss the same information brought before the PAC. Policy Board meetings are assumed to occur in person for up to two (2) hours each. Virtual meeting options will be considered on an as-need basis.

The Consultant will develop Policy Board meeting presentation materials with input from the PMT. Following each Policy Board Meeting, BMPO will prepare and provide BMPO meeting minutes within three weeks.

#### *Task 1.6: Bend City Council Meetings*

The Bend City Council will be engaged in the update to the Bend TSAP. The Consultant, with support from the PMT, will meet with the Bend City Council during the three milestones described in Task 1.4 to present and discuss the same information brought before the PAC and the Policy Board. The Consultant will develop Bend City Council meeting presentation materials with input from the PMT.

### **TASK 1 DELIVERABLES**

#### *Consultant Deliverables*

- Web-Based Project Management Platform
- Project Schedule
- Informal Virtual Check-Ins (12)
- FHWA Quarterly Progress Reports (5)
- Monthly Invoices and Progress Reports (13)
- In-Person Kick-Off Meeting, Agenda, and Summary

- PMT Meetings, Agendas, and Summaries (12)
- PAC Meetings, Agendas, and Summaries (3)
- Policy Board Meetings and Presentations (3)
- Bend City Council Meetings and Presentations (3)

*BMPO Deliverables*

- Policy Board Meeting Minutes (3)

**TASK 2: PUBLIC ENGAGEMENT**

The Consultant will engage the public throughout the project to gather input on community safety concerns and help inform recommendations for the updated TSAP. Spanish translation needs for the materials and engagement activities described in this task are not included in the scope of work.

*Task 2.1: Engagement Plan*

The Consultant will develop an engagement plan that seeks to gain authentic and meaningful public input from diverse community members. The engagement plan will identify key messages, target audiences and the specific tactics to reach them and the general timing of activities. Emphasis will be placed on key communities that may be disproportionately impacted by traffic risks and traditionally underserved by safety efforts. The Consultant will identify these communities with an equity analysis based on BMPO and City information and data. These data could be supplemented with ODOT's Transportation Disadvantaged Population Index data as needed. Activities that will be documented in the Engagement Plan are covered in Tasks 2.2-2.4.

The Consultant will deliver a Draft Engagement Plan to the PMT for review. Based on a consolidated set of comments provided by the PMT, Consultant will finalize the Engagement Plan.

*Task 2.2: Project Website*

The BMPO will develop a project website that will be used as the primary tool for information sharing with the broader Bend community. The website will host project documents and provide notifications about and access to virtual open houses, detailed in Task 2.3. The Consultant will develop promotional materials (email and newsletter text, social media posts) and provide them to BMPO staff for dissemination. BMPO staff will manage ongoing website updates and will disseminate promotions to the wider community using their existing channels of communication.

Prior to publicizing the project website, the BMPO will share the initial site with the PMT for review and finalize it based on a consolidated set of PMT comments.

*Task 2.3: Virtual Open Houses*

The Consultant will engage the broader Bend community throughout the TSAP update process with two (2) virtual open houses during the following milestones:

- **Virtual Open House #1:** Gathers input on existing crash patterns and concerns around transportation safety and identify possible locations, and ideas for improvements. Input will help inform Task 4.3.

- **Virtual Open House #2:** Requests feedback on crash emphasis areas and high priority locations with initial proposed countermeasures as well as education and outreach strategies that could be included in the updated TSAP.

Each virtual open house will include engagement techniques specially tailored to collect valuable information in moving the project forward, building consensus, and making key decisions throughout the project's life. Techniques Consultant may use include:

- Posting updates to the project website;
- Launching interactive maps and surveys (utilizing PAC input on survey prompts); and,
- Providing promotional materials and messaging that BMPO staff and PAC members can incorporate into existing newsletters, social media, email lists, and other communication outlets to broaden the audience and reach.

Specific outreach and engagement strategies will be selected in consultation with the PMT as part of the Engagement Plan and will be commensurate with the resources available for this task.

The Consultant will summarize each virtual open house in engaging, graphical one-page summaries, which can be posted to the project website and distributed in smaller bite-sized pieces via social media posts. This will help engaged people see that they were heard and will be used in subsequent project phases to track how community input influences the TSAP Update.

#### *Task 2.4: In-person Events*

BMPO staff will attend in-person community events to share and gather information as described in Task 2.3: Virtual Open Houses. The timing of attending events should align with Task 2.3. Events will be selected targeting populations that are often underrepresented (e.g.: traditionally disadvantaged populations, working families and young people).

The Consultant will develop materials (e.g., notifications, handouts, poster boards, etc.), in collaboration with BMPO staff, for up to 4 different types of events such as a pop-up event, small group discussion, and presentation for the in-person outreach efforts. BMPO staff will provide a summary to the Consultant to incorporate into the TSAP update process.

## **TASK 2 DELIVERABLES**

### *Consultant Deliverables*

- Draft and Final Engagement Plan
- Project Website and Promotional Materials
- Virtual Open Houses, Advertisements, and Summaries (2)
- In-Person Events Materials

### *BMPO Deliverables*

- Promotional Dissemination through Existing Communication Channels
- In-Person Event Efforts and Summaries

### **TASK 3: REGULATIONS AND PLANS REVIEW**

In 2019, BMPO staff reviewed federal and state regulations and guidance for safety planning and developed a regulatory memorandum. BMPO staff will review this memorandum and update according to current regulations and guidance, including those from FHWA related to the SS4A program and the Safe System Approach.

The BMPO will also review the 2019 TSAP for goals, policies, and strategies to update throughout the project. The BMPO will also review any other existing safety-related plans and policies that should be synthesized and incorporated into the TSAP Update.

The BMPO will summarize the regulations and plans review in Draft Technical Memorandum #1 and share with the PMT for review. BMPO will finalize the Technical Memorandum #1 after project team review.

### **TASK 3 DELIVERABLES**

#### *BMPO Deliverables*

- Draft and Final Technical Memorandum #1

### **TASK 4: DATA COLLECTION AND ANALYSIS**

The goal of this task is to gain an understanding of existing crash types, trends, causes, and locations. This includes:

- Evaluating progress made in reducing fatal and serious injury crashes since implementing strategies in the 2019 TSAP; and,
- Assessing current multimodal roadway safety performance to determine whether the crash patterns and priority locations identified in the 2019 TSAP continue to be the most important to improve or if new patterns and locations need to be addressed.

#### *Task 4.1: Safety Analysis Framework*

The Consultant will prepare a safety analysis framework that describes the approach to and desired outcomes of the crash analysis, as well as identifies the types of data necessary to conduct the analysis. This framework will confirm the analysis methodology with the PMT before the Consultant begins evaluating current transportation safety conditions. The expected crash analysis approach is summarized in Task 4.3.

The Consultant will document the safety analysis framework in Draft Technical Memorandum #2 and deliver it to the PMT for review. Based on a consolidated set of comments provided by the PMT, Consultant will finalize the Technical Memorandum #2.

#### *Task 4.2: Data Collection*

Consultant will gather available data relevant to safety performance. This includes crash data (based on the most recent 5-year data set available), traffic volume data (note: no new traffic count data is included in this scope of work), roadway characteristic data (e.g., intersection

control, number of vehicle lanes), and land use data (e.g., locations of schools, recreation sites, and transit stops).

Consultant will request relevant data in a GIS format from the BMPO and ODOT and build it into a safety database. The Consultant will use the table below as a starting point to determine data needs. This project does not include new data collection but may lead to recommendations for additional data gathering.

DATA	SOURCE	NOTES
Crash Data	ODOT; the City	ODOT most recent five-years, Bend Police Department for the current year. Summary of calls for medical services for people walking/biking (if available and useful).
Traffic Volumes	ODOT; the City	
Infrastructure	ODOT; the City	Geodatabase of intersections and roadways with number of lanes and posted speeds will be provided by the City.
Population Data	Portland State University Population Research Center	Population data for the City of Bend.
Equity-Related Population Data	BMPO (Equity Mapping Tool); the City	Available on BMPO website, five-year datasets updated annually. May also use the City's datasets.

*Task 4.3: Identification of Current Safety Needs*

Using the data collected in Task 4.2, the Consultant will evaluate current high crash and high-risk locations and crash patterns based on updated crash data. The Consultant will conduct a two-pronged approach to identify current safety needs on public roads within the Bend MPO boundary:

- **Location Screening:** Locations with higher concentrations of crashes, particularly fatal and serious injury crashes, will be identified using Highway Safety Manual methodologies. High crash locations will be reviewed to identify shared characteristics. Identified high crash locations may still reflect some of those in the 2019 TSAP and others may be new. The location screen will help establish the High Injury Network (HIN) within the Bend Urban Growth Boundary (UGB). The screening will assess the entire HIN, including State Highways, as well as a refined HIN representing only local streets within the Bend UGB to understand local needs.
- **Systemic Safety Analysis:** This analysis will identify characteristics across the BMPO's network that correlate with fatal and serious injury crashes for each mode, even if the crashes are not geographically concentrated. These characteristics could include

roadway features (e.g., lack of pedestrian infrastructure), driver behaviors (e.g., speeding), time of year (e.g., winter conditions), and/or external conditions (e.g., low lighting). Relevant research, including statewide plans, may also be used to identify these characteristics. Identified crash characteristics may still reflect some of those in the 2019 TSAP and others may be new. The systemic safety analysis will help establish the current Emphasis Areas within the Bend UGB. The analysis will evaluate areawide crash patterns, including for State Highways, as well as the crash patterns specific to local streets within the Bend UGB, exclusive of State Highways, to understand local needs.

The team will prepare a descriptive analysis that identifies trends, location characteristics, and contributing factors that most commonly occur in the crash data for the study area to isolate and understand safety needs within the Bend UGB and support focused countermeasure development. This will include evaluating the crash data in conjunction with the equity analysis completed for the Engagement Plan (see Task 2.1). These findings will be summarized using maps, charts, and graphs.

The results of these analyses, along with public input from Virtual Open House #1, will be used to identify high crash locations (i.e., from the HIN) for site-specific intervention and crash patterns (e.g., Emphasis Areas) for systemic treatment application, including non-infrastructure strategies.

#### *Task 4.4: Existing Conditions Technical Memorandum*

The Consultant will summarize the results of the current safety needs analysis in Draft Technical Memorandum #3 and deliver it to the PMT for review. Based on a consolidated set of PMT comments, the Consultant will revise Draft Technical Memorandum #3 for presentation to the PAC, BMPO Policy Board, and the public. Based on PAC, BMPO Policy Board, and public feedback, the Consultant will finalize Technical Memorandum #3.

### **TASK 4 DELIVERABLES**

#### *Consultant Deliverables*

- Draft and Final Technical Memorandum #2
- Draft and Final Technical Memorandum #3

### **TASK 5: STRATEGY DEVELOPMENT**

Based on the crash patterns, contributing factors, and high crash locations identified in Task 4, the Consultant will develop implementable engineering and non-engineering strategies in this task.

Consistent with SS4A program requirements and the Safe System Approach, the Consultant will work with the PMT, PAC, and BMPO Policy Board to identify relevant local solutions to address the HIN and emphasis areas identified in Task 4. To identify these solutions, our team will consider proven countermeasures, including those identified by ODOT, FHWA, and the National

Highway Traffic Safety Administration (NHTSA), as well as new technologies that may be used to improve transportation system safety. The Consultant will also consider planned projects and existing programs and processes and how they can be used to address the safety problems previously identified.

To be consistent with the Safe System Approach, this task will investigate strategies for **Safer Roads, Safer Speeds, Safer Road Users**, and improved **Post-Crash Care**. Strategies will consider demographics and the results of the equity analysis from the Engagement Plan (see Task 2.1).

Partner agencies will be identified when coordination with other jurisdictions may be needed, or desirable, to implement a strategy (e.g., some systemic deployments, projects that affect an ODOT-owned road).

Consultant will work with the PMT and PAC to identify the following parameters for each strategy developed in this task:

- Approximate implementation timeframe/priority (e.g., short, medium, or long)
- Responsible agency/agencies
- Potential for integration into existing programs or practices

*Task 5.1 Infrastructure Countermeasures*

The Consultant will develop infrastructure countermeasures to support the 'Safer Roads' and 'Safer Speeds' prongs of the Safe System Approach, and Demographic needs, as follows:

- **Safer Roads:** Countermeasures to improve area roads will be documented to describe each treatment, the crash type(s) it addresses, and locations where it may be effective. Countermeasures will include:
  - **Systemic Countermeasures:** Low-cost systemic improvements that address up to four (4) crash patterns in the study area and are suitable for application across the BMPO area. Note that the quantity of crash patterns is based on the results of the crash analysis. Treatments shall consider vehicular, bicycle, and pedestrian safety, including micromobility and e-mobility, and could reflect those in the 2019 TSAP for continued application and/or new treatments. The Consultant will recommend locations where the BMPO and City can prioritize deploying systemic countermeasures based on crash data and risk factors in the network.
  - **Location-Based Countermeasures:** Engineering countermeasures to address the BMPO's 10 priority locations on the HIN. Engineering countermeasures shall consider vehicular, bicycle, and pedestrian safety, including micromobility and e-mobility, and could reflect those in the 2019 TSAP that have not yet been addressed and/or new treatments. Selected locations will be based on:
    - Crash history (with an emphasis on fatal and serious crashes) illustrated in crash diagrams;

- PMT and PAC feedback;
- Implementation considerations (e.g., ability for the BMPO to implement projects, funding readiness and opportunities, integration with existing CIPs and other programs); and,
- Effects on key areas identified in the equity analysis (see Task 2.1).
- **Policies and Process Strategies:** Identify opportunities to improve prioritizing safety, including funding, planning, and design processes, guidelines, and standards.
- **Safer Speeds:** Speed's role in crash severity will be considered when developing recommended countermeasures (e.g., road geometry, warning devices, etc.).
- **Demographics:** Consultant will reference the equity analysis completed for the Engagement Plan (see Task 2.1) in recommending the 10 priority locations within the Bend UGB. The Consultant may also include recommendations for a task force to monitor how TSAP strategies are being implemented equitably across the community.

*Task 5.2: Concept Designs*

The Consultant will develop concept designs for five (5) of the BMPO's 10 priority locations identified in Task 5.1. One design will be prepared for each location. Concept designs will include plan-view layouts developed over a scaled aerial image and include the locations of cross-sectional elements (e.g., curb, motor vehicle travel lanes, etc.) and callouts describing elements not readily shown in this format (e.g., signal phasing changes), as well as major utility, structural, or other physical constraints or considerations, as known based on readily available data.

The Consultant will develop a fact sheet for each project, assumed to be up to one-page, including the following information:

- Project narrative
- Crash history/risk factors being addressed
- Expected crash reduction
- Applicable demographic context
- Partner agency/organizations (if applicable)

These concept designs and fact sheets will help the BMPO in grant pursuits.

*Task 5.3 Non-Infrastructure Countermeasures*

The Consultant will develop non-infrastructure countermeasures to support the 'Safer Speeds', 'Safer Road Users', and 'Post-Crash Care' prongs of the Safe System Approach, as follows:

- **Safer Speeds:** Speed's role in crash severity will be considered when developing recommended countermeasures (e.g., enforcement, education programs, marketing campaigns, etc.).

- **Safer Road Users:** The plan will address the needs of all road users, including people biking, driving (personal and commercial vehicles), walking, taking the bus, and using mobility devices (e.g., education programs, marketing campaigns, etc.).
- **Post-Crash Care:** Consultant will interview EMS providers to identify strategies and partnerships that could help improve response times and sharing of real-time information to improve overall coordination.

The Consultant will provide a framework for a local task force to routinely review fatal and serious crashes. The purpose of this review would be for the City and BMPO staff to discuss up-to-date fatal and serious crash trends with a task force of multidisciplinary representatives in order to advance pertinent TSAP strategies to further support crash reductions and mitigation measures. The framework can support both internal task force efforts and external messaging to the community on the City and BMPO's progress toward its goal.

*Task 5.4: Strategies Technical Memorandum*

The Consultant will document the recommendations from Tasks 5.1-5.3, including potential sources to fund them, in Draft Technical Memorandum #4 and deliver it to the PMT for review. Based on a consolidated set of PMT comments, the Consultant will revise Draft Technical Memorandum #4 for presentation to the PAC, BMPO Policy Board, and the public. Based on PAC, BMPO Policy Board, and public feedback, the Consultant will finalize Technical Memorandum #4.

**TASK 5 DELIVERABLES**

*Consultant Deliverables*

- Concept Designs with Fact Sheets
- Draft and Final Technical Memorandum #3

**TASK 6: PERFORMANCE MEASURES**

The Consultant will work with the PMT, PAC, and BMPO Policy Board to develop performance measures – starting with those in the 2019 TSAP – to address the identified Emphasis Areas, with consideration of statewide performance measures and local data availability. Performance measures help direct future work to improve roadway safety, gauge how well the safety plan is being implemented, and monitor how effective the actions are at reducing fatal and serious injury crashes.

The measures will be concise, maintainable, and aligned with the Bend TSAP actions and will help determine where future capital improvements and maintenance activities should be prioritized. These metrics could include an aggregate index based on a combination of measures, such as:

- **Crash Frequency**
  - Total Crashes: Quantity of crashes per year.
  - Crash Rate: Crashes per million vehicle miles traveled (MVMT).

- **Crash Severity**
  - Fatalities: Quantity of fatal crashes.
  - Serious Injuries: Quantity of crashes resulting in serious injuries.
- **Mode-Specific Safety**
  - Pedestrian Safety: Crashes involving pedestrians.
  - Cyclist Safety: Crashes involving cyclists.
  - E-Mobility Safety: Crashes involving e-scooters and e-bikes.
- **Risk Exposure**
  - Vulnerable Populations: Crashes in areas with high concentrations of vulnerable populations.
- **Compliance and Behavior**
  - Speeding Incidents: Quantity of speeding violations.
  - DUI Incidents: Quantity of DUI-related crashes.

The Consultant will also update and expand upon the process in the 2019 TSAP to regularly monitor and assess progress of plan implementation.

The Consultant will summarize the updated performance measures in Draft Technical Memorandum #5 and deliver it to the PMT for review. Based on a consolidated set of PMT comments, Consultant will revise Draft Technical Memorandum #5 for presentation to the PAC, BMPO Policy Board, and the public. Based on PAC, BMPO Policy Board, and public feedback, Consultant will finalize Technical Memorandum #5.

## **TASK 6 DELIVERABLES**

- Draft and Final Technical Memorandum #5

## **TASK 7: TRANSPORTATION SAFETY ACTION PLAN**

The Consultant will prepare the TSAP Update in a concise, visual document.

### *Task 7.1: Draft TSAP Update*

Consultant will use the results of the previous tasks to develop a draft TSAP Update. The TSAP Update will include the following:

- A graphical Executive Summary that can be shared with elected officials, partners, and the public and will provide a non-technical summary of the study and actions the BMPO will be taking to improve roadway safety performance.
- Partners and process to update the plan (from Tasks 1 and 2).
- Vision statement with goal and policies (from Task 3).
- Current roadway safety performance including the HIN and prominent crash patterns (from Task 4).

- Systemic treatments to target Emphasis Areas and location-based solutions to address 10 priority locations (from Task 5).
- Planning level cost ranges for recommended solutions (from Task 5).
- Implementation plan (from Task 5).
- Non-infrastructure strategies (education, enforcement, emergency services, etc.) (from Task 5).
- Performance measures and process for evaluating progress (from Task 6).
- Guidance for local staff to periodically update the crash data elements within the plan to keep it current and measure performance (from Task 6).

*Task 7.2: Final TSAP Update*

The Consultant will revise the draft TSAP Update based on a consolidated set of PMT comments for the BMPO to present to the CBS and Policy Board. Following the BMPO's meeting with the CBS and Policy Board (see Task 1.6), the Consultant will finalize the TSAP based on a consolidated set of CBS and Policy Board comments, provided by the PMT, and submit an adoption-ready draft to the PMT.

All relevant project data will be packaged and shared with the BMPO in a well-structured, high-quality dataset (such as a file geodatabase) and the cartography (such as a map package) for future use.

**TASK 7 DELIVERABLES**

- Draft and Final Bend TSAP
- Final TSAP Data Products

**EXHIBIT B**  
**COMPENSATION**

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**EXHIBIT C**  
**ALLOWABLE EXPENSES**

The MPO will reimburse reasonable expenses incurred in the performance of the services under this agreement. The MPO reserves the right to reject any invoice for costs which, in the MPO's sole judgment, are determined to be unreasonable.

Contractor shall submit documentation for travel expenses that is satisfactory to the MPO. In the case of lodging and meal expense, a detailed statement of charges must be submitted with the request for reimbursement. Reimbursement of common carrier transportation expenses are limited to the cost of less than premium (first) class accommodations. Use of personal or company vehicle will be reimbursed at the IRS standard rate for business in effect at the time.

Following are examples of expenses that shall not be paid for by the MPO:

- liquor (including beer or wine)
- meals or lodging accommodations for family
- trip or rental car insurance
- any other personal expenditures, including those for entertainment
- traffic citations or parking tickets

**EXHIBIT D**  
**APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this Contract, which is funded in part by a Fiscal Year (FY) 2023 Safe Streets and Roads for All Grant, Contractor assures and certifies, with respect to this Contract, that it will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to this Contract and use of grant funds. Performance under this Contract shall be governed by and in compliance with the following requirements, as applicable, to the Contractor. The applicable provisions to this Contract include, but are not limited to, the following:

**General Federal Legislation**

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ee. Freedom of Information Act – 5 U.S.C. 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855

- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- nn. Wilderness Act – 16 U.S.C. 1131-1136
- oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252)
- rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

### **Executive Orders**

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad
- k. Executive Order 14025 – Worker Organizing and Empowerment
- l. Executive Order 14052 – Implementation of the Infrastructure Investment and Jobs Act

### **Presidential Policy Directives and Memorandums**

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

### **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200

- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

#### **Office of Management and Budget Circulars**

- a. Any applicable OMB Circular based upon the specific FY 2023 Safe Streets and Roads for All Grant Recipient.

#### **Highway Federal Legislation**

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

**Federal Highway Regulations**

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2023 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Contract.

SAMPLE

**EXHIBIT E**  
**FEDERAL PROVISIONS**

**Clean Air Act**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Small and Disadvantaged Business Requirements**

Contractor shall expend all receipts under this Contract in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

**Foreign Market Restrictions**

To the extent applicable, Contractor shall not allow payments provided under this Contract to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Contractor acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit Contractor and its subcontractors from procuring or obtaining certain telecommunications and video surveillance services or equipment under this Contract.

**Equal Employment Opportunity**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT F**  
**ADDITIONAL FEDERAL PROVISIONS**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**EXHIBIT G**  
**NON-DISCRIMINATION REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

**EXHIBIT H****CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY  
MATTERS – PRIMARY COVERED TRANSACTIONS****2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2023 SS4A Grant, as set out below.

**1. Instructions for Certification – First Tier Participants:**

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instruction for Certification – Lower Tier Participants**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

- a. The prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## EXHIBIT I

REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY  
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “**SAM**”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
  - (2) Certify whether the entity has a Felony Conviction.

**4. Prohibition. If**

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

**5. Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

**6. Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

## EXHIBIT J

## RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
  - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—
  - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

# News Release

For Immediate Release

September 19, 2025

## BMPO Notice of Metropolitan Transportation Improvement Program (MTIP) Amendments

**21-Day Public Comment Period Open until October 9, 2025**

The **Bend Metropolitan Planning Organization (BMPO) Policy Board** will consider approval of three amendments to the **2024-2027 MTIP** at their regularly scheduled meeting, on October 17, 2025 at 12:00 p.m. Public comments can be submitted via email for the next three weeks to [kkennedy@bendoregon.gov](mailto:kkennedy@bendoregon.gov), or during Public Comment at the hybrid (in-person/online) BMPO Policy Board meeting.

In-person meeting information, including a Zoom link to attend online, will be posted to the BMPO Policy Board webpage one week prior to the meeting date.

**TABLE 1: SUMMARY OF AMENDMENTS**

Project Number	Project Name & Description	Previous Project Total	New Project Total	Changes
20073	<b>US20 (Greenwood Ave): 1<sup>st</sup> St to 6<sup>th</sup> St (Bend).</b> This project will complete an engineering study and identify options to support active transportation needs on Greenwood Avenue (1st to 6th Street, crossing of 3rd Street, to include signal changes as required) to improve safety for the traveling public.	\$ 701,000	\$ 701,000	Cancel the Construction phase and increase the Preliminary Engineering phase by \$562,800 with Construction phase funds. Update project description to reflect change in scope.
20714	<b>US97: Multi-Use Trail (Baker Rd – Lava Butte).</b> Identify and evaluate planning corridors,	\$ 6,657,189	\$ 9,640,791	Increase the Right of Way phase and Construction phase



Project Number	Project Name & Description	Previous Project Total	New Project Total	Changes
	design, and construction for a bicycle and pedestrian multi-use trail connecting Baker/Knott Road and the Lava Lands visitor center at Lava Butte, to create a safe path for multi modal travelers.			with Western Federal Land funds and Fix-It SWIP funds.
24108	<b>Larkspur Path School Connection (Bend).</b> The project will build path connecting to Juniper Elementary School and Pilot Butte Middle School.	N/A	<b>\$ 1,048,787</b>	Add new project using Oregon Community Paths program funds.

Sign up to have notifications sent directly to your inbox through the [Subscribe page](#). From the News list, select “Bend MPO”.



#### **Language Assistance Services & Accommodation Information for People with Disabilities**

You can obtain this information in alternate formats such as Braille, electronic format, etc. Free language assistance services are also available. Please contact Kelli Kennedy at [kkennedy@bendoregon.gov](mailto:kkennedy@bendoregon.gov) or 541-693-2122. Relay Users Dial 7-1-1.



#### **Servicios de asistencia lingüística e información sobre alojamiento para personas con discapacidad**

Puede obtener esta información en formatos alternativos como Braille, formato electrónico, etc. También disponemos de servicios gratuitos de asistencia lingüística. Póngase en contacto con Kelli Kennedy en [kkennedy@bendoregon.gov](mailto:kkennedy@bendoregon.gov) o 541-693-2122. Los usuarios del servicio de retransmisión deben marcar el 7-1-1.





# MEMO

**To: BMPO Policy Board**

**From: Tyler Deke, BMPO Manager**

**Date: 10/10/2025**

**Re: Policy Board Bylaws**

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## Background

At the April 2025 meeting, the Policy Board recommended several modifications to the BMPO establishment intergovernmental agreement (IGA) and directed staff to initiate the IGA amendment process.

At the June 2025 meeting, the Policy Board approved amendments to the Policy Board Bylaws which included changes to Policy Board membership and voting structure.

Staff met with BMPO legal counsel and City of Bend legal counsel and determined that some components of the amended Bylaws cannot go into effect until the IGA is updated.

## Options

Staff have identified three options to address this issue.

1. Operate under the prior Bylaws (as adopted October 2019). Continue the IGA amendment process. After the IGA is amended, operate under the amended Bylaws (as adopted June 2025).
  - a. Action required: Approve a motion to continue operating under the October 2019 Bylaws.
2. Approve a modified version of the June 2025 Bylaws. Continue the IGA amendment process. After the IGA is amended, operate under the fully amended Bylaws (as approved June 2025).
  - a. Action required: Staff will present draft modifications to the June 2025 Bylaws. The Policy Board will be asked to provide tentative approval of the modifications. Staff will initiate the 30-day agency notice period. The Policy Board will adopt the modified Bylaws at the November 2025 meeting.
3. Approve a modified version of the June 2025 Bylaws. Discontinue the IGA amendment process.

- a. Action required: Staff will present draft modifications to the June 2025 Bylaws. The Policy Board will be asked to provide tentative approval of the modifications. Staff will initiate the 30-day agency notice period. The Policy Board will adopt the modified Bylaws at the November 2025 meeting

**Staff Recommendation**

The staff recommendation is to select option 1 or 2. Staff will provide additional information about the options at the Policy Board meeting.

**Bend Metropolitan Planning Organization  
Policy Board Amended Bylaws  
Effective June 20, 2025**

**Article I  
Name**

The governing body of the Bend Metropolitan Planning Organization (“BMPO”), established pursuant to the Governor’s Metropolitan Planning Organization designation letter, dated December 11, 2002, shall be referred to herein as the “BMPO Policy Board” and the “Policy Board.”

**Article II  
Purpose**

The purpose of the BMPO Policy Board is as follows:

- a. To carry out planning, coordination, and integration of activities necessary to maintain a comprehensive, cooperative, and continuing multi-agency transportation planning program; and further, as specified by the BMPO Policy Board, carry out other related specific tasks including implementation thereof.
- b. Establish a setting in which to undertake effective decision-making processes regarding transportation in the BMPO area; evaluate transportation alternatives that address the needs of the BMPO area; develop and maintain a long-range transportation plan for the BMPO area which covers a 20-year planning horizon; and develop a Metropolitan Transportation Improvement Program to establish how transportation funding will be used for regional transportation purposes to address the modernization, operation, and maintenance of transportation facilities and services needs within the BMPO area.
- c. Promote public participation in the decision-making process. The BMPO shall exercise leadership and initiative in planning and assisting development of efficient, integrated transportation system facilities and services in the BMPO area.
- d. The BMPO area includes the urban area as defined by the U.S. Census Bureau plus all area within the City of Bend Urban Growth Boundary (“UGB”) and other additional areas that may be annexed to accommodate expected growth and anticipated development for the next 20 years. As of the date of this document’s adoption, the areas included outside of the UGB can be described as the Deschutes River Woods area to the south, the Woodside Ranch area to the southeast, and other surrounding areas indicated in the BMPO Boundary Map

(Attachment A). The map will be updated after each decennial Census and as the UGB or other local boundaries are adjusted. Based upon Census data, the BMPO area qualifies as a U.S. Census designated Urban Area.

**Article III**  
**Membership, Terms of Office, Officers, Voting**

- a. The BMPO Policy Board shall consist of representatives appointed by the governing body of each party to Intergovernmental Agreement (“IGA”) No. 20395 dated 12/2/2009 (as amended) between the City of Bend, Deschutes County, the Oregon Department of Transportation (“ODOT”), and Central Oregon Intergovernmental Council dba Cascades East Transit (“CET”).
- b. The Policy Board shall consist of the following members:

	Members	Votes
City of Bend	2	2
Deschutes County	1	1
ODOT	1	1
CET	1	1
Total	5	5

- c. Approval by a simple majority of the voting members will constitute passage of any action; except for amendment of the Bylaws, which is governed by the process in Article IX.
- d. The City of Bend representatives shall be members of the City Council.
- e. The Deschutes County representative shall be a member of the Board of County Commissioners.
- f. The ODOT representative shall be the ODOT Region 4 Manager or designee.
- g. The CET representative shall be the Transportation Director or designee.
- h. The BMPO Policy Board may appoint nonvoting members that represent alternate travel modes, the business community, freight community, or other interests deemed appropriate. Nonvoting members can participate in all discussions and deliberations of the Policy Board. Nonvoting members shall have no vote and shall not make or second motions.
- i. Member entities may appoint alternates to serve in the absence of the appointed Policy Board members. Alternate members will have the voting privileges of members when serving in the absence of the appointed Policy Board member. City of Bend and Deschutes County alternates will be appointed by their

governing bodies or appointed member and may be an elected official or a staff person. ODOT alternates will be appointed by the ODOT Region 4 Manager. CET alternates will be appointed by the CET Transportation Director.

- j. A vacancy on the BMPO Policy Board shall be filled by the party that appointed the member who created the vacancy.
- k. Terms for all members and alternates listed above commence annually on either 1) January 1, or 2) the date upon which the member is appointed by the party they represent.
- l. Each voting member of the Policy Board shall hold office until the party they represent appoints a successor or until their term in office as an elected official ends, whichever occurs first.
- m. Officers.
  - 1. The Policy Board shall elect the following officers at its second meeting of the calendar year to serve for that year: Chair and Vice Chair.
  - 2. Chair and Vice Chair shall be elected officials who are members of the BMPO Policy Board.
  - 3. The Chair shall preside at all meetings, public forums, and public hearings of the Policy Board.
  - 4. Except as otherwise provided herein, the Chair shall sign on behalf of the BMPO, contracts and other legal instruments.
  - 5. In the absence of the Chair, or upon their inability to act or serve, the Vice Chair shall have the powers of the Chair.
  - 6. The Chair and Vice Chair will serve without compensation and shall serve for a period of one year, renewable.
  - 7. In the absence of the Chair and Vice Chair, an acting Chair shall be selected by the Policy Board members present for the meeting.
  - 8. The BMPO Manager ("Manager") shall take direction from the Policy Board and will have the responsibilities set forth in these Bylaws, as well as other responsibilities delegated by the Policy Board. The Manager will oversee the day-to-day operations of the BMPO. The Policy Board may authorize the Manager to sign on behalf of the Chair, certain contracts and agreements as specified by resolution.
  - 9. The Policy Board shall have the opportunity to provide input on the Manager's annual evaluation. The input may be provided in Executive Session.
- n. The Policy Board shall be responsible for the management, supervision, policy, and direction of all programs, functions, and activities established and operated by the BMPO.

- o. Any conflict of interest of a Policy Board member must be stated prior to discussion of that particular agenda item.

#### **Article IV** **Meetings, Conduct of Meetings, Quorum**

- a. Regular meetings of the BMPO Policy Board will be held monthly at a time and place established by the Chair and a majority of members.
- b. Special or emergency meetings may be called by the Chair or a majority of the members. In the absence of a quorum at a regular monthly meeting or a special meeting, the Chair may call a special or emergency meeting, including member participation and vote by video or telephone, for deliberation and action on any matters requiring consideration prior to the next meeting. The minutes shall describe the circumstances justifying member participation by video or telephone and the actual emergency for any meeting called on less than 24-hours' notice.
- c. BMPO business may not be conducted without a quorum of the voting members. A quorum consists of three of the five voting members. If a quorum is not present, staff may share informational items with those present.
- d. All meetings shall be conducted in accordance with Oregon's Public Meetings Law.
- e. Any of the committees described below may establish other rules of procedure as deemed necessary for the conduct of business.
- f. The Manager shall account for the financial matters of the BMPO and handle other necessary administrative functions, unless otherwise designated by the BMPO Policy Board. The Manager shall provide semi-annual financial updates to the Policy Board and provide an annual financial report for the previous fiscal year. The financial update shall include a list of expenditures and the balance of all depository accounts.
- g. **Joint Meetings.** Joint meetings may be held with other agencies, committees, or commissions on items of mutual interest.
- h. **Meeting Agendas.** Meeting agendas shall be prepared by the Manager in consultation with the Chair. Items for the agenda, accompanying information, and written communications intended for consideration as part of an agenda item should be received by the Manager no later than six (6) business days prior to the scheduled meeting. Written communications received after this deadline will be reported and provided to the Policy Board at the meeting. Agendas and accompanying information packets will be provided to Policy Board members and

posted on the BMPO website no later than five (5) calendar days in advance of regularly scheduled meetings.

- i. **Minutes.** Minutes will be prepared for each Policy Board meeting. Minutes will be submitted to the Policy Board for approval.
- j. **Reports.** The Policy Board may ask for reports and recommendations from staff and the BMPO Technical Advisory Committee ("TAC") on any matters before it.
- k. **Public participation.** Opportunity for public comment will be provided during all regular or special meetings, and such opportunity will be marked on each meeting agenda as "Public Comment". At the discretion of the Chair, members of the public may be allowed to speak at other times during meetings.

## **Article V** **Public Hearings**

The Policy Board shall schedule and hold public hearings on all items required by law (e.g., annual budget) and may hold public hearings on any other matters.

- a. **Public Notice.** Public notice shall be provided as required by applicable laws. Reasonable efforts will be made, by way of posting notices, notifying news media, and other means, to notify affected local units of government and the general public of hearings.
- b. **Conduct and Record of Hearing.** At the beginning of the hearing, the Chair shall briefly identify the subject(s) under consideration and instruct the public on how the hearing will proceed. Staff may give a presentation on the subject, if deemed appropriate. Policy Board members may then ask questions or pose questions during the presentation. Public comments will then be allowed. A record of the names of those appearing will be made. Members of the Policy Board may question a speaker on their statements. These rules may be suspended or modified, or a speaker allowed more time, with approval by a majority vote of the Policy Board.

## **Article VI** **Technical Advisory Committee**

- a. The BMPO identified the need to create a standing committee to be known as the BMPO Technical Advisory Committee ("TAC"). The TAC was formed in October 2004. Membership of the TAC includes governmental entities within the BMPO area that are impacted by the decisions and that have significant contributions to the BMPO. The TAC is composed of technical and/or staff representatives employed by each of the participating governmental entities. In addition, there may be one or more ex officio nonvoting representative from the

Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and other agencies. Each ex officio nonvoting member must be approved by the agency they represent.

- b. The TAC has authority and primary responsibility to conduct technical reviews and analyses regarding all work activities of the Unified Planning Work Program ("UPWP") and any related issues as specified by the BMPO Policy Board and to so advise the BMPO Policy Board on appropriate actions to be taken. The TAC works closely with BMPO staff, providing guidance and direction for development of the UPWP and work activities defined therein.
- c. TAC Membership shall be as listed in the TAC Bylaws.
- d. Organization and management of the TAC shall be according to its Bylaws. The process for amending the TAC Bylaws is described in Article VI of the TAC Bylaws.
- e. The BMPO Policy Board will take into consideration the alternatives and recommendations of the TAC in the conduct of its business.
- f. The meetings of the TAC shall be open to the public and shall comply with Oregon's Public Meetings Law.
- g. Members of the TAC may participate in Policy Board discussions as ex officio members at the discretion of the Chair.
- h. The Chair may ask the TAC to provide updates on specific topics to the Policy Board.

## **Article VII** **Budget Committee**

- a. The BMPO is required to form a Budget Committee. Membership of the Budget Committee shall include the voting members of the Policy Board plus an equal number of appointed community members.
- b. Appointed community members.
  - 1. The BMPO Policy Board shall seek community members through an application process.
  - 2. A subcommittee of the Policy Board shall review the applications and make a recommendation to the full Policy Board for consideration and approval. Subcommittee meetings shall comply with the Oregon's Public Meetings Laws.
  - 3. Community members shall serve staggered 3-year terms ending on June 30 to align with the business years of the BMPO.

4. Community members may be reappointed for a second consecutive term. Policy Board consideration of reappointment of a community member to a second consecutive term does not require completion of the application process.
5. Community members interested in serving more than 2 consecutive terms must participate in the standard application process in order to be considered.
6. Community members should reside within the BMPO boundary. The Policy Board may, at its discretion, appoint members that reside outside the BMPO boundary if they are from areas that could become part of the BMPO or be directly impacted by projects planned by the BMPO.

- c. The Budget Committee shall meet at least once each year to review the proposed budget and make a recommendation to the Policy Board regarding adoption of the budget, with or without modifications.
- d. The meetings of the Budget Committee shall be open to the public and shall comply with Oregon's Public Meetings Law.
- e. The Budget Committee shall comply with all applicable Oregon state statutes regarding public financial administration (including ORS 290.900 through 290.930).

## **Article VIII** **Formation of Special Committees**

- a. The BMPO Policy Board, as deemed necessary, may create special committees. A special committee may be either an ad hoc committee for a specific work task or a standing committee for one or more work tasks. Subcommittee members can include BMPO Policy Board members, BMPO Policy Board alternates, and/or outside experts. Any such special committee will be responsible to the BMPO Policy Board. Special committee meetings shall be open to the public and shall comply with Oregon's Public Meetings Law.
- b. At the direction of the Manager and the Chair, subcommittees may be formed to investigate specific tasks or issues relevant to the BMPO.
- c. The BMPO Policy Board shall define the duties and authorize the power of all special committees. Special committees shall comply with Oregon's Public Meetings Law.
- d. The BMPO Policy Board shall determine membership on a special committee appointed by the BMPO Policy Board.

## **Article IX** **Amendments**

- a. These Bylaws may be amended or repealed only upon 30-day notice to all parties of the IGA and;
- b. Prior to any amendment or repeal of these Bylaws, the Policy Board shall give a 30-day written notice to all parties to the IGA with a copy of the draft amendments.
- c. If any party to the IGA objects in writing to the proposed amendments within the 30-day notice period, the amendments will not become effective. Rather, the Policy Board will consider the objections and propose revised Bylaw amendments utilizing the procedure outlined above in Paragraph a.
- d. If no party to the IGA objects to the proposed Bylaw amendments pursuant to Paragraph b above, the Policy Board may adopt the amended Bylaws by a supermajority vote of members. A supermajority is defined as 4 of the 5 voting members. A copy of the amended Bylaws will be provided to the parties to the IGA and will be attached to the IGA for reference.

These Bylaws have been reviewed and approved by the BMPO Policy Board members on June 20, 2025.

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BMPO Policy Board Chair

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Date

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BMPO Manager

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Date



# MEMO

**To: BMPO Policy Board Members**

**From: Andrea Napoli**

**Date: 10/9/2025**

**Re: 2025 SHF Program Call for Projects Update, Applications Received**

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## 2025 SHF Program Call for Projects Schedule

- **September 23:** Application submittal deadline.
- **October 7 Technical Advisory Committee (TAC) meeting:** Informal review; opportunity for applicants to present projects and TAC members to ask questions.
- **November 4** TAC meeting: Evaluate projects and develop a funding recommendation to the Policy Board.
- **November 21 Policy Board meeting:** Application presentations and awarding of funds.
- **December 19** Policy Board meeting: If additional time is needed for awarding funds.

## Call for Projects Update

Ten project applications were submitted during the 2025 SHF Program Call for Projects (see Tables 1 and 2, below). Applications submitted (PDFs with attachments) can be found on the BMPO website: [SHF Program webpage](#).

This agenda item is simply an update on the current process; no formal review of projects will be provided.

**TABLE 1: APPLICATIONS RECEIVED**

<b>Project Number</b>	<b>Applicant</b>	<b>Project Title</b>	<b>Brief Description of Work to be Funded</b>
1	Meissner Nordic Ski Club	<i>Bend-to-Meissner Sno-Park Shuttle Program</i>	Contracted service for public shuttle.
2	Commute Options	<i>Safe Routes to School</i>	Staff time and materials for education, instruction, events, administering volunteer program.
3	Bend-La Pine Schools	<i>Pedestrian Safety Education - Safety Routes to School</i>	Purchase two pedestrian education mobile kits and fund 0.5 FTE staff.
4	Bend-La Pine Schools	<i>Bend Traffic Garden</i>	Design and construct mini streetscape for safety education.
5	Cascades East Transit	<i>Deschutes River Woods Microtransit Pilot Project</i>	On-demand transit service to connect to fixed route.
6	City of Bend	<i>Travel Options Assessment, Education and Engagement</i>	Staff time and materials to conduct campaign to highlight newer multimodal infrastructure projects and encourage use. Portion of work contracted with Commute Options.
7	City of Bend	<i>NE 6th Street Sidewalk Connection on a Key Route and Neighborhood Greenway</i>	Survey, design, construction for sidewalk infill.
8	City of Bend	<i>NE Butler Market Sidewalk Connection and Enhanced Crossing for Safer Routes to Schools</i>	Survey, design, construction for sidewalk infill, new crossing and pedestrian refuge island. Includes signage, striping, lighting.
9	City of Bend	<i>NE Boyd Acres Road Sidewalk Network Connection to Cooley Road</i>	Survey, design, construction for sidewalk infill.

Project Number	Applicant	Project Title	Brief Description of Work to be Funded
10	City of Bend	<i>SE American Lane Sidewalk Connection to Businesses and Schools</i>	Survey, design, construction for sidewalk infill.

**TABLE 2: FUNDS REQUESTED BY FISCAL YEAR AVAILABLE**

Project Number and Title	FY28	FY29	FY30
1. Bend-to-Meissner Sno-Park Shuttle Program	\$ 25,000	\$ -	\$ -
2. Safe Routes to School	\$ 50,000	\$ 50,000	\$ 50,000
3. Pedestrian Safety Education - Safety Routes to School	\$ 59,500	\$ 53,500	\$ 61,500
4. Bend Traffic Garden	\$ 66,550	\$ -	\$ -
5. Deschutes River Woods Microtransit Pilot Project	\$ 120,000	\$ 60,000	\$ -
6. Travel Options Assessment, Education and Engagement	\$ 20,000	\$ 20,000	\$ 20,000
7. NE 6th Street Sidewalk Connection on a Key Route and Neighborhood Greenway	\$ 131,000	\$ -	\$ -
8. NE Butler Market Sidewalk Connection and Enhanced Crossing for Safer Routes to Schools	\$ -	\$ -	\$ 310,000
9. NE Boyd Acres Road Sidewalk Network Connection to Cooley Road	\$ -	\$ 215,000	\$ -
10. SE American Lane Sidewalk Connection to Businesses and Schools	\$ 77,000	\$ -	\$ -
<b>TOTAL REQUESTED</b>	<b>\$ 549,050</b>	<b>\$ 398,500</b>	<b>\$ 441,500</b>
Total Available	\$ 313,250	\$ 313,250	\$ 313,250
Total Remaining	\$ (235,800)	\$ (85,250)	\$ (128,250)

## Next Steps

Staff are currently working with ODOT to confirm eligibility. Staff will begin scoring projects based on information provided in applications. Draft scoring will be provided to the TAC at their November 4<sup>th</sup> meeting to assist in developing a funding recommendation for the Policy Board. Applicants will present their projects to the Policy Board at their November 21<sup>st</sup> meeting with awarding of funds expected.



# MEMO

**To: BMPO Policy Board**

**From: BMPO Staff**

**Date: 10/10/2025**

**Re: 2026 Tentative Policy Board Meeting Schedule (Proposed)**

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In 2025, BMPO Policy Board monthly meetings are scheduled on third Fridays from 12:00 to 1:30 p.m. The availability of meeting space is limited, and staff will need to confirm the 2026 meeting schedule in advance of the new year.

Below is the proposed meeting schedule for 2026 (third Fridays). Staff will seek support to continue with this schedule. If the proposed schedule does not work for members, staff will request members propose alternate options.

**2026 Tentative Meeting Dates (Proposed):**

- Jan 16
- Feb 20
- Mar 20
- Apr 17
- May 15
- Jun 26 (fourth Friday)
- Jul 17
- Aug 21
- Sep 18
- Oct 16
- Nov 20
- Dec 18