



DAN JOHNSON
DIRECTOR

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

November 13, 2025

BCC Agenda Date/ Item: _____

Board of County Commissioners
Clackamas County

Approval of a Grant Agreement with the Oregon Department of Transportation for a traffic safety marketing campaign. Grant Value is \$522,354.97 for 11 months. Funding is through Oregon Department of Transportation pass-through federal funds and a required match of \$92,010.82 in County Road Funds. No County General Funds are involved.

Previous Board Action/Review	3/4/2024: BCC approved original grant application.		
Performance Clackamas	-Safe, secure and livable communities. -Strong infrastructure.		
Counsel Review	Yes	Procurement Review	NA
Contact Person	Rob Sadowsky	Contact Phone	503-679-7375

EXECUTIVE SUMMARY: The Department of Transportation and Development requests the authorization to enter into an agreement with the Oregon Department of Transportation to accept a grant award of \$430,344.15 as the final year of a three-year grant to conduct consolidated transportation safety planning that will help transform our systems, policies, and campaigns to create safer roads and safer road users county-wide. There is a match requirement of 20% for a total of \$92,010.82 that will be allocated staff time through the county road fund budget.

The specific areas of focus of this grant are to: integrate civil rights and community engagement clearly into the Transportation Safety Action Plan (TSAP) originally adopted in 2012 and revised in 2019 and align the TSAP with the national Safe Systems approach updating language and visual tools. The grant also supports the launch of a traffic safety campaign entitled "Safety Drives Us" that seeks to reduce distracted and aggressive driving behaviors.

This grant agreement is the final of a multiyear grant from ODOT to support the Transportation Safety Action Plan and a marketing project targeting risky driving behavior.

For Filing Use Only

RECOMMENDATION: Staff respectfully recommends the Board approval of this agreement with Oregon Department of Transportation to accept a grant award of \$430,344.15.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director

Department of Transportation and Development

OREGON DEPARTMENT OF TRANSPORTATION

Transportation Safety Office Grant Agreement (Federal Funded only)

This Transportation Safety Office Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Office hereinafter referred to as ODOT or Agency, and Clackamas County Dept. of Transportation Development, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

Agreement Terms and Conditions

1. Effective Date This Agreement is effective on the date that it is fully executed and approved as required by applicable law (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **the Effective Date**, through and including **September 30, 2026** (the "Grant Period"). No Grant Funds are available for expenditures incurred before or after the Grant Period.

2. Agreement Documents. This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.
- The Agreement Terms and Conditions set forth herein
- Exhibit A - Project Description
- Exhibit B - ODOT Grant Budget and Cost Sharing
- Exhibit D - The Federal Funding Accountability and Transparency Act (FFATA) (On File)
- Exhibit E - INFORMATION REQUIRED BY **2 CFR § 200.332(b)(1)**.
- Exhibit F - Subcontractor Insurance Requirements
- Exhibit G - Grantee Insurance Requirements

All of the documents attached hereto are incorporated herein by this reference.

3. Grant Award. In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed (the "Grant Funds") for eligible costs of the Project.

4. Project.

- a. **Description.** The Grant Funds shall be used solely for the activities described in

Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are pre-approved by Agency pursuant to Section 4b hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

- b. **Project Change Procedures.** Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, Grant Period, or Budget must be requested in writing and pre-approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the Grant Period.
- c. **Conditions of Project Approval.** [RESERVED].

5. Grant Funds.

- a. **Use of Grant Funds.** The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit A (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.
- b. **Eligible Project Costs.** The Grant Funds may be used only for Eligible Project Costs. Eligible Project Costs are Grantee's actual Project costs to the extent those costs are:
 - a. reasonable, necessary and directly used for the Project; and
 - b. eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are
 - c. not excluded from reimbursement or payment as a result of any later financial review or audit. Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.
- c. **Reimbursement.** ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6a.(v)** of this Agreement. ODOT will reimburse Grantee only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grantee shall not use Grant Funds for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project must be used to offset the cost of the Project and be included in the Budget.
- d. **Conditions Precedent to Reimbursement.** ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

- i. ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;
 - ii. Grantee is in compliance with the terms of this Agreement and no Grantee Default under Section 13 of this Agreement has occurred or is occurring;
 - iii. ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.
- e. **Availability of Funds.** The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) (each or collectively the "Federal Funding Agency") by statute or administrative action.

6. Project Reporting and Management. Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

- a. **Project Director Responsibilities.** The Project Director shall:
 - i. **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.
 - ii. **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.
 - iii. **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.
 - iv. **Quarterly Reports** Complete quarterly highway safety project reports ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period. The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.
 - v. **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:
 - vi.
 - A. Residual Value Agreement form, and invoices and/or receipts indicating

proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

- B. Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and
 - C. Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate. (Agency will not accept duplicated signatures).
- b. **Travel.** Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing Government Services Administration (GSA) travel reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.
- c. **Development of Print or Production Materials.**
- i. **Agency Rights.** Grantee *shall* Grantee shall provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.). Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
 - ii. **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and

display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- iii. **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- iv. **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements of the Federal or State Funding Agency, including those set forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

d. **Equipment Purchased with Grant Funds.**

- i. **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$10,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$10,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item must be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.
- ii. **Federal Requirements** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

e. **Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.** Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage,

unless such employers are exempt under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

7. Final Report. Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The report may be no more than ten pages and must include the following elements:

- a. **Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives.
- b. **Costs** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time must be identified;
- c. **Implementation** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;
- d. **Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);
- e. **Completed Data Table** Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

8. Recovery of Grant Funds.

- a. **Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.
- b. **Audit.**
 - i. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

Under 2 CFR 200.501, if Grantee receives federal awards in excess of \$1,000,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

9. General Representation and Warranties of Grantee. Grantee represents and warrants to ODOT as follows:

- a. **Organization and Authority** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:
 - i. have been duly authorized by all necessary action of Grantee;
 - ii. do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
 - iii. do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
 - iv. no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Gratuities.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

10. Records Maintenance and Retention

- a. **Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to

this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

- b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project until the date that is the later of:
 - i. any date required under 22 CFR Section 200.334; or
 - ii. six (6) years following the expiration of the Grant Period
- c. **Expenditure Records.** Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

11. Sub-agreements.

- a. **Subcontractors** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.
- b. **Terms of Subcontracts** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:
 - i. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach subcontract terms, and provide for such sanctions and penalties as may be appropriate;
 - ii. Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are

directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;

- iii. Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data; and
- iv. Any additional requirements imposed by federal law and set forth in Exhibit **CExhibit C**, as applicable, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Uniform Guidance), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), 16 (Debarment), and 17 (Certification of Conflict of Interest).

c. **Conditional Terms** Where applicable, subcontracts shall include the following provisions:

Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);

- i. Compliance with applicable equal employment opportunity requirements, including applicable provisions of Dept. of Labor regulations (41 CFR Part 60);
- ii. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
- iii. Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000); and
- iv. Any additional terms required by federal law and set forth in Exhibit C.
- v. **Subcontractor Indemnity/Insurance**

- i. **Indemnity** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation and their respective officers, members, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, cost or expenses, including attorneys' fees, of any nature whatsoever resulting from, arising out of, or relating to, in whole or in part, the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the ODOT shall, in all instances,

except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

- ii. **Insurance.** Grantee shall require the other party, or parties, to each of its subcontractss that are not units of local government as defined in ORS 190.003 to meet the minimum insurance requirements provided in Exhibit F. Grantee shall perform a risk assessment for the work to be performed under its subcontract(s) and may specify insurance requirements for its subcontractor(s) above the minimum insurance requirements specified in Exhibit F. Grantee shall verify that each of its subcontractor(s) meet the minimum insurance requirements in Exhibit F. Any insurance obtained by the other party to Grantee's subcontracts, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 656.027, must obtain Workers Compensation Coverage as described in Section 6 **Section 6.**(iii) Grantee shall include provisions in each of its subcontracts requiring its subcontractor(s) to comply with the indemnification and insurance requirements within this Subcontractor Indemnity/Insurance section.

12. Termination

- a. **Termination by Agency** Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:
 - i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
 - ii. Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for

- performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
 - vi. Grantee fails to comply with any provision of this Agreement.
- b. **Termination by Grantee** Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:
- i. The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.
- c. **Termination by Either Party.** If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

13. Default

- a. **Grantee Default** Any of the following constitutes a default by Grantee under this Agreement:
- i. Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;
 - ii. Grantee fails to cure any performance as provided in Section 12.c;
 - iii. Grantee fails to comply with any term of this Agreement; or
 - iv. If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking:
 - v.
 - A. the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee,

- B. the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or
 - C. similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b. **Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

14. Remedies

- a. **Agency Remedies.** Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:
- i. Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;
 - ii. Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as provided in **Section 8**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

- b. **Grantee Remedies.** In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

15. General Provisions

- a. **Contribution**
- i. If Grantee is a unit of local government as defined in ORS 190.003, then:
 - ii. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against Agency or Grantee with respect to which the other Party may have

liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

- iii. With respect to a Third Party Claim for which Agency is jointly liable with Grantee (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if Agency had sole liability in the proceeding.
- iv. With respect to a Third Party Claim for which Grantee is jointly liable with Agency (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- v. This Section 15.a.1. shall survive any expiration or termination of this Agreement.
- vi.

Indemnification.

- i. If Grantee is NOT a unit of local government as defined in ORS 190.003, then:
- ii. Grantee shall defend, save, hold harmless, and indemnify the State of

Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation and their respective officers, members, agents and employees from an against all claims suits, actions, losses, damages liabilities, costs (including attorney's fees) and expenses of any nature whatsoever resulting from, arising out of, or relating to the intentional misconduct, or reckless or negligent acts or omissions of Grantee or its officers, employees, contractors, or agents under this Agreement.

State shall reasonably cooperate in good faith, at Grantee's reasonable expense, in the defense of a covered claim. Grantee shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Grantee. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, State, its officers, employees or agents. State may elect to assume its own defense with an attorney of its own choice and its own expense at any time State determines important governmental interests are at stake. State agrees to promptly provide Grantee with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Grantee may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of State, which consent shall not be unreasonably withheld, conditioned or delayed.

This Section 15.a.2. shall survive any expiration or termination of this Agreement.

Dispute Resolution The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Insurance. If Grantee is NOT a unit of local government as defined in ORS 190.003, then Grantee shall meet the insurance requirements within Exhibit G. **Amendments** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law. **Duplicate Payment** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual. **No Third Party Beneficiaries** Agency and Grantee 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement. **Notices** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be

confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee
Clackamas County Dept. of Transportation Development
150 Beavercreek Road
Attn: Rob Sadowsky

ODOT
ODOT Contact: Walt McAllister

Governing Law, Consent to Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.* **Compliance with Law** Grantee shall comply with all federal (including those set forth in Exhibit C), state, and local laws, regulations, and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. **Independent Contractor** Grantee shall perform the Project as an independent contractor and not as an agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. **Severability** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid. **Counterparts** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original. **Integration and Waiver** This Agreement, and the attached Exhibits, constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all

necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:
07/06/2025

N/A

Nina R. Englander, Assistant Attorney General

GRANTEE: Project Director:

Signature:

Date: 11/5/25



Carl Olson, for Joseph Marek

Print Name and Title: Joseph Marek, Transportation Safety Program Manager

GRANTEE: Designated Alternate:

Signature:

Date: 11/5/25



Print Name and Title: Mike Bezner, Deputy Director

GRANTEE: Authorizing Official:

Signature:

Date:

Print Name and Title: Craig Roberts, Board Chair

STATE OF OREGON acting by and through its Department of Transportation

Signature:

Transportation Safety Office Manager, ODOT-TSO

Effective Date:

Print Name and Title: Traci Pearl, TSO Manager



CP-26-25-02-00_2026_00000626 -
Clackamas County Dept. of Transportation
Development

Staff: Walt McAllister

Application ID: CP-26-25-02-00_2026_00000626

Project Information

Project

Project Name: Clackamas Safe Community Program

Project Description

This project will complete a revised Transportation Safety Action Plan, build a post-crash Triage Plan to target root causes of serious and fatal crashes, and launch a marketing campaign focused on reducing serious and fatal crashes due to distracted driving and speeding. This is the third year of a three-year project. The effected communities are all of Clackamas County.

Problem Statement

Problem Statement Impact

Ultimately, the problem we are trying to reduce the number of fatalities and serious injuries due to traffic crashes in the county.

Problem Statement Summary

Rural areas are more susceptible to severe crashes than urban areas. Nearly 45 percent of reported severe crashes in the county occurred in rural areas, while 20 percent of the county's population lives in rural areas. Top contributing factors in reported crashes within the county boundaries include:

- 36 percent: inexperienced drivers (25 years of age or younger)
- 34 percent: roadway departures
- 31 percent: aggressive driving
- 22 percent: motorcycles
- 21 percent: alcohol/drug-related crashes
- 17 percent: senior drivers
- 16 percent: pedestrians and bicyclists

Problem Statement Association

This project seeks to build solutions that will address all serious and fatal crashes in the County while being intentional about involving community-based partners. Our marketing project will work with community based nonprofit partners in co-creating the campaign and through focus group testing to make sure it is reaching those most vulnerable and most likely to be impacted by an effective social marketing campaign. Finally, due to the additional funds from the Safe Streets for All Road Users grant, we will be able to provide community engagement and equity core competency training to our employees to ensure effective implementation of the safe systems approach.

We currently provide the following program activities that also support this project:

1. We present to Health 1 and Health 2 classes in Clackamas high schools on general safe driving with a focus on distracted driving, drug and alcohol use while driving, and brain development. Our goal is to reach every high school student prior to graduation at least once.
2. We work closely with OLCC and the Clackamas County Sheriff's Office (CCSO) on minor decoy operations throughout the county. Our objective is to reduce illegal serving of minors.
3. We bring a motivational speaker, Kevin Brooks, to high schools to present on the risks of alcohol and drugs while driving. Our objective is to reach every student before they graduate high school.

Our current project is underway and we are under contract with Burgess & Niple Consulting to manage the planning elements of the work. We held our official kickoff the last week of January and are well positioned to complete the project on time. Additionally, we are under contract for the marketing elements with PRR Consulting. We have held a formal kickoff and have entered the research phase of the project.

Project Activities

Activity Name	Description	Start Date	End Date
Safe Systems Readiness	Conduct Safe Systems Readiness evaluation, present findings and establish plan to implement plan.	October 01, 2025	September 30, 2026
Guidebook	Produce Safe Systems Readiness guide book for partnering agencies.	October 01, 2025	September 30, 2026
Marketing Campaign	Create, test and launch social marketing campaign targeting distracted driving and speeding.	October 01, 2025	September 30, 2026

Sharing Details

We will present findings at the ODOT annual transportation safety conference and propose to present at the national Lifesavers Conference. The guidebook will be made available to all ODOT grantees.

Coordination Required

☒ Yes

☐ No

Coordination Groups

Oregon Impact, Northwest Family Youth Services, Clackamas Fire #1, Clackamas Sheriff's Office, Canby Police, Oregon City Police, Gladstone Police, City of Milwaukie, Molalla Police, OLCC, AMR, Clackamas Public Health Office, Clackamas Health, Housing and Human Services, Ant Farm, Todos Juntos, and other community institutions identified in the plan.

Continuation Detail

Once the project is complete we will move toward full implementation of the project recommendations.

Objectives

Objective	Start Date	End Date	Status	Scheduled to Begin Date	Completed Date	Problem with Completion Explanation	Budget	Not on Track Explanation
Reduce the 3-year average of serious and fatal crashes by 15% during the next 36 months.	October 01, 2025	September 30, 2026						
Reduce the incidents of distracted driving by 25% in the next 24 months as determined by crash data and police reports.	October 01, 2025	September 30, 2026						

Are There Any Additional Objectives: ☐ Yes ☒ No

Evaluation Plan

Question
What is the three-year average of serious and fatal crashes for each year of the project? Were any reductions realized?
What are the incidents of distracted driving as noted through crash data after campaign launch?
Was there a reduction of distracted driving incidents?

Data System Description: Describe how the data will be collected, stored, and analyzed

Our TSOC will maintain records of stories through a logbook and map that will showcase where engaged partners are located. Crash data will be pulled from available reports.

Grant Project Budget Summary

Exhibit B

Budget Summary Details

There are three main components of the budget:

1. Professional Planning Services
2. Professional Marketing Services
3. Labor and benefits as match.

Will you be purchasing equipment valued at \$10,000 or more with this grant money?: ☐ Yes ☒ No

Budget and Cost Sharing

TSO Costs Summary

	TSO Total
Personnel Costs Total	\$92,010.82
Personnel Benefits Total	\$0.00
Equipment Total	\$0.00
Materials Printing Total	\$5,000.00
Overhead Indirect Costs	\$0.00
Other Project Costs Total	\$0.00
Consult Contractual Services Total	\$333,333.33
TOTAL TSO COSTS	\$430,344.15

Match Budget Summary

	Match Total
Personnel Costs Total	\$92,010.82
Personnel Benefits Total	\$0.00
Equipment Total	\$0.00
Materials Printing Total	\$0.00
Overhead Indirect Costs	\$0.00
Other Project Costs Total	\$0.00
Consult Contractual Services Total	\$0.00
TOTAL Match	\$92,010.82

Expense Description

Contract service fees for planning efforts for two contracts: one for comprehensive planning efforts and one for social marketing services. This accounts for the entire grant award.

Labor and benefits for county employees to manage project and provide services accounts for the match.

Attachments To Include

Will there be positions assigned to the project 500 hours or more and paid with grant funds?:

☐ Yes

☒ No

Is there a contract or service agreement?:

☒ Yes

☐ No

Is your organization a non-profit?:

☐ Yes

☒ No

Is your organization seeking indirect cost recovery?:

☐ Yes

☒ No

Data Table:

Contact Information

Project Director

Project Director Name: Carl Olson

Project Director Title: County Senior Traffic Engineer

Project Director Address: 150 Beaver Creek Road, Oregon City, OR 97045

Project Director Email: colson@clackamas.us

Project Director Phone Number: 503-742-4684

Designated Alternate

Designated Alternate Name: Michael Bezner

Designated Alternate Title: Deputy Director

Designated Alternate Address: 150 Beavercreek Road, Oregon City, OR 97045

Designated Alternate Email: mikebez@clackamas.us

Designated Alternate Phone Number: 503-742-4651

Authorizing Official

Authorizing Official Name: Craig Roberts

Authorizing Official Title: Board Chair

Authorizing Official Address: 2051 Kaen Rd, Oregon City, OR 97045

Authorizing Official Email: croberts@clackamas.us

Authorizing Official Phone Number: 503-655-8581

Budget & Resources

Project Start Date: 10/01/2025

Project End Date: 09/30/2026

EXHIBIT E
INFORMATION REQUIRED BY 2 CFR § 200.332(a)(1)

Activity Type: Federal Award Identification

Status: Completed

Owner: Naomi Dwyer

Staff: Naomi Dwyer

Federal Award Identification

Subrecipient Name

This must match the name associated with its unique entity identifier.

Clackamas County Dept. of Transportation Development

Subrecipient Unique Entity Identifier

e.g. UEI number

NVWKAVB8JND6

Federal Award Identification Number (FAIN)

69A37526300004020OR0

Federal Award Date

10/01/2025

Sub-award Period of Performance Start Date

10/01/2025

Sub-award Period of Performance End Date

09/30/2026

Sub-award Budget Period Start Date

10/01/2025

Sub-award Budget Period End Date

09/30/2026

Total Amount of Federal Funds Obligated by this Agreement

\$127,075.00

Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement

The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

\$447,075.00

Total Amount of Federal Award committed to the Subrecipient by the pass-through entity

\$447,075.00

Federal Award Project Description:

The Project will revise the Clackamas County Transportation Safety Action Plan (TSAP) through a collaborative process requiring crash data collection and analysis, identification of emphasis areas, hot spot locations and systemic crash patterns in Clackamas County. The plan will identify goals and strategies necessary to develop a method to maintain a safe transportation system that works for all transportation users. Finally, the plan will align the TSAP with the federal Safe Systems Approach and create a website that is external facing.

Name of Federal Awarding Agency

NHTSA

Name of pass-through entity

ODOT Transportation Safety Office

Contact information for awarding official of the pass-through entity

Traci Pearl

Assistance Listings Number and Title

Use <https://sam.gov/content/assistance-listings> to search.

20.600

Assistance Listings Amount

\$127,075.00

Is Award Research and Development?

- ☐ Yes
☒ No

Indirect cost rate for the Federal award

0.00%

Vendor or Sub-Recipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

- ☒ Grantee is a subrecipient
☐ Grantee is a vendor
☐ Not Applicable