



**DAN JOHNSON**  
DIRECTOR

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

June 18, 2025

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

Board of County Commissioners  
Clackamas County

**Approval of an Intergovernmental Agreement with University of Oregon for staff participation and international travel through the Scan Design Fellows Program. Agreement Value is \$20,000 for 3 months. Funding is through the University of Oregon. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	No Previous Board Action		
<b>Performance Clackamas</b>	1. Build Strong Infrastructure		
<b>Counsel Review</b>	Yes, Amanda Keller	<b>Procurement Review</b>	No
<b>Contact Person</b>	Karen Buehrig	<b>Contact Phone</b>	503 742-4683

**EXECUTIVE SUMMARY:** The Department of Transportation and Development has been awarded \$20,000 for three employees to travel to Netherlands and Denmark to learn about the Safe System Approach first hand through participation in University of Oregon Scan Design Fellows program. This grant will cover all of the County's educational, travel, lodging, and per diem expenses. During this experience, County employees will meet with local professionals involved in roadway system design and construction and develop a clear understanding of the policy actions needed to support the Safe Systems Approach. They will participate in structured learning opportunities side by side with University of Oregon students, as well as have the chance to explore the roadways systems that are most applicable to Clackamas County.

University's Scan Design Fellows program provides a unique opportunity for participants to be immersed in some of the most bicycle and transit friendly cities in the world. It will include exploring suburban development patterns and transportation policies in suburban and semi-rural areas. The program itinerary provides opportunity to get afield from the urban cores and into the outlying areas and multiple days in both Nijmegen and Utrecht, two smaller Dutch cities that are much more similar to Clackamas County than Amsterdam.

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The training and learning experience will be focused on multimodal transportation, not simply bicycle and pedestrian transportation. The focus is on planning for a better, efficient transportation system and understanding how all modes need to interface to ensure a safe and efficient system. Participation in the program will provide three employees the ability to see how countries with a much lower traffic fatality rate develop safe, efficient and accessible transportation systems.

**RECOMMENDATION:** Staff respectfully recommends that the Board of County Commissioners approve the Intergovernmental Agreement with the University of Oregon for funding for staff participation in the Scan Design Fellows Program.

Respectfully submitted,

*Dan Johnson*

Dan Johnson  
Director of Transportation & Development

**INTERGOVERNMENTAL AGREEMENT**  
**University of Oregon Scan Design Fellows Program**  
**PCS# 221000-02819-IGA**

This Intergovernmental Agreement ("Agreement") is made and entered into by and between Clackamas County ("County") and the University of Oregon ("University"). University and County are each "Party" and collectively "Parties".

**RECITALS**

- A. By the authority granted in Oregon Revised Statute (ORS) 190.110, local government and public universities (pursuant to ORS 352.138(2)) may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
- B. University operates a Scan Design Fellows program ("Program") for students and professionals that allows participants to immerse themselves and study the infrastructure of the most bicycle and transit friendly cities in the world.
- C. County wishes to have three (3) of its employees participate in the Program.

**NOW THEREFORE**, the premises being in general as County in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**AGREEMENT**

- 1. This Agreement shall become effective on the date of last signature below, and shall terminate on **September 15, 2025**.
- 2. University shall pay County \$20,000.00 to have County's Christian Snuffin, Sandy Sather, and Becky Sievers ("Participants") enroll and participate in the Program as further described in **Exhibit A**, attached hereto.
- 3. University's point of contact under this Agreement is Marsha Gravesen, SCI Fiscal and Office Manager, 244B Hendricks Hall, 1209 University of Oregon, Eugene, OR 97403, 541-505-0648, marshag@uoregon.edu, or assigned designee upon individual's absence. University shall notify the other Party in writing of any contact information changes during the term of this Agreement.
- 4. County's University's point of contact under this Agreement is Karen Buehrig, Long Range Planning Manager, 2051 Kaen Road, Oregon City, Oregon 97045, 503-742-5400, karenb@clackamas.us, or assigned designee upon individual's absence. County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**GENERAL PROVISIONS**

- 1. This Agreement may be terminated by mutual written consent of both Parties.
- 2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

3. Subject to the Oregon Tort Claims Act, ORS 30.260 through ORS 30.300 and Article XI, Section 7, of the Oregon Constitution each Party (the "Indemnitor") indemnifies the other Party (the "Indemnitee") and its respective officers, employees, and agents while participating in activities associated with this Agreement from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any claim and demand) made, sustained, brought or presented in any manner based upon, occasioned by or attributable to any injury to any person (including death) or loss of or damage to property which may arise or be a consequence of any act or omission of the Party or its officers, employees or agents.
4. If applicable, the Parties agree to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232g, 34 C.F.R. § 99.1 et seq. with respect to any redisclosure of personally identifiable information from education records obtained from either Party.
5. Any services rendered under this Agreement are those of an independent contractor. County certifies that County is not an employee of the University and neither County nor any of County's agents or employees are entitled to any of the benefits that University provides for its employees. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, agency, or employment relationship between the Parties.
6. As set forth in 41 CFR §§ 60-1.1, 60-300.1 and 60-741.1, contractor and subcontractor agree to the following:

**This contractor and any subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status**

7. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to the conflict of law principles thereof.
8. Both Parties shall secure at their own expense and keep in effect during the term of this Agreement all insurance coverage as required by the state of Oregon, including liability and workers' compensation.
9. This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature by delivering the Agreement with an original signature to the requesting Party.
10. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the services and all other subject matter hereof and merges all prior and contemporaneous or previous communications, contracts and agreements whether

written or oral with respect to such subject matter. It will not be modified except by a signed writing dated subsequent to the date of this Agreement and signed on behalf of County and University by their respective duly authorized representatives. No waiver consent, modification, or change of any term of this Agreement will bind either Party unless the same is in writing and signed by both parties and all necessary state approvals have been obtained. Such express waiver, consent, modification, or change, if made, will be effective only in the specific instance and the specific purpose set forth in such signed writing.

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

UNIVERSITY	COUNTY
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## **EXHIBIT A**

### **Background:**

1. University's Scan Design Fellows program provides a unique opportunity for Participants to be immersed in some of the most bicycle and transit friendly cities in the world.
2. Participants will learn from local professionals in Denmark and the Netherlands, experience first-hand what makes different cities work for people on bike and by transit, reflect on what insights translate into the U.S. context, and do so under the guidance of University faculty expertise and alongside university students exploring the same issues.

### **Participation:**

1. Participants are required to participate during the Denmark portion of the class (August 20, 2025 – September 3, 2025).
2. Participants will attend all lectures, cultural events, and group dinners alongside other students. The city is the classroom for this Program and each day offers a unique activity or meeting with professionals including city planners, consulting firms, nonprofits, and universities.
3. Participants will be involved in structured and unstructured conversations with students and instructors.
4. Participants will create a public facing platform, such as a blog, an email digest, social media posts, etc. to document their experiences and reactions related to the Program and share with colleagues in the U.S. Participants will host information-sharing events sharing their experience in the Program publicly or within the County within (six) 6 months after returning to the U.S.
5. County will specify to University how the Participants plan to communicate with colleagues about their reflections on the Program, and who will be responsible for maintaining the blog or other media no later than August 15, 2025. County must inform University of its plans for hosting information sharing events no later than September 15, 2025, including proposed formats and dates.

### **Photography and Videography:**

1. Participants will provide photography and/or videography services to University, which could include candid photographs or video of classes, events, historic documentation, or other media recordings for use by University related to the Program for the dates listed in this Agreement.
2. All photography and/or videography work, including but not limited to negatives, transparencies, digital files or other media are considered deliverables under this Agreement. Participants will provide these deliverables to University upon request.
3. University hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the photography and/or videography, and to authorize others to do the same on County's behalf related to the Program.