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Clackamas County
www.clackamas.us



DAN JOHNSON
DIRECTOR

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

July 23, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Grant Contract Extension with the U.S. Department of Transportation for a revised Transportation Safety Action Plan. Extension has no fiscal impact. Total Agreement Value is \$413,905 for 3 years. Funding is through U.S. Department of Transportation. No County General Funds are involved.

Previous Board Action/Review: Board approved grant contract on 5/14/2024.

Performance Clackamas: Vibrant Economy

Counsel Review: Yes

Procurement Review: N/A

Contact Person: Rob Sadowsky

Contact Phone: 503-679-7375

EXECUTIVE SUMMARY: This existing grant contract is to develop a revised Transportation Safety Action Plan and to complete a Safe Systems Readiness Audit. These projects are now nearing completion. Unfortunately, due to delays with supporting funds from the Oregon Department of Transportation, the project start was delayed by six months.

The County is on track to complete all work in the original scope but requests an extension from 9/30/26 to 12/31/2026 to complete all reporting requirements. The County requested a six-month extension to the US Department of Transportation and was granted the request. There is no change in scope or amount of contract.

RECOMMENDATION: Staff respectfully recommends approval of this grant contract amendment with the US Department of Transportation for contract 693JJ32440248.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation &
Development

For Filing Use Only

1. Federal Award No.

693JJ32440248

Amendment No. 0001

4. Award To

Clackamas County Department of Transportation and Development

150 Beavercreek Road

Oregon City, OR 97045

Unique Entity Id.: NVWKAVB8JND6

TIN No.: 93-6002286

6. Period of Performance

05/29/2024 - 12/31/2026

8. Type of Agreement

Grant

10. Procurement Request No.

HSA260446PR

12. Submit Payment Requests To

See Article 5.
2. Effective Date

See No. 16 Below

3. Assistance Listings No.

20.939

5. Sponsoring Office

U.S. Department of Transportation

Federal Highway Administration

Office of Safety

1200 New Jersey Avenue, SE

HSSA-1, Mail Drop W56-485

Washington, DC 20590

7. Total Amount

Federal Share: \$330,000

Recipient Share: \$83,905

Other Federal Funds: \$0

Other Funds: \$0

Total: \$413,905

9. Authority

Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

11. Federal Funds Obligated

\$330,000

14. Accounting and Appropriations Data

N/A for this amendment

13. Description of the Project:
Clackamas County proposes to supplement its existing strategic framework in two primary ways: 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. Integrating equitable investment as a fundamental filter and lens for transportation planning will help make our vision around equitable investment more actionable and transparent.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature

Date

Name: Craig Roberts

Title: Board Chair

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature

Date

Name: Hector R. Santamaria

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE

FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the Clackamas County Department of Transportation and Development (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Supplemental Planning for Civil Rights and Community Engagement in the Clackamas County Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1

GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("**SS4A**") Grant Program," dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Supplemental Planning for Civil Rights and Community Engagement in the Clackamas County Safety Action Plan

Application Date: 7/6/2023

2.2 Award Amount.

SS4A Grant Amount: \$330,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The project will be completed in one planning phase that will include research and planning, building recommendations on policies, processes, and budget and integrate policies, processes, and design elements into a website and formal planning documents.

3.2 Project's Estimated Schedule.

Supplemental Planning Schedule

Milestone	Schedule Date
NEPA Completion Date:	04/10/2024
Draft Plan Completion Date:	05/31/2026
Planned Final Plan Completion Date:	08/28/2026
Planned Final Plan Adoption Date:	09/03/2026
Planned SS4A Final Report Date:	12/31/2026

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$330,000
Other Federal Funds:	0
State Funds:	\$0
Local Funds:	\$83,905
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$413,905

(b) Cost Classification Table - Reserved

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4 RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Rob Sadowsky
 Transportation Safety Outreach Coordinator
 Clackamas County Department of Transportation and Development
 150 Beavercreek Road
 Oregon City, 97045
 503-679-7375
rsadowsky@clackamas.us

4.2 Recipient Key Personnel.

Name	Title or Position
Rob Sadowsky	Transportation Safety Outreach Coordinator
Joseph Marek	Transportation Safety Program Manager
Jessie Kirk	Web Development

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: W56-485
1200 New Jersey Avenue, S.E.
Washington, DC 20590
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Oregon
Agreement Officer's Representative (AOR)
530 Center St. NE, Suite 420
Salem, OR 97301
503-399-5749
Oregon.FHWA@dot.gov

and

Nick Fortey
Oregon Division Office Lead Point of Contact
Safety and Design Engineer
530 Center St. NE, Suite 420
Salem, OR 97301
503-316-2565
nick.fortey@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

N/A

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for

disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6

SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Clackamas County, Oregon

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM THE ORIGINAL GRANT AGREEMENT

Scope: N/A

Schedule: Due to delays with supporting funds from the Oregon Department of Transportation, we were six months delayed. We are on track to complete all work in the original scope but request an extension to 12/31/2026 for all reporting. We are hoping to have the County's Board of Commissioners approve the final report in September, 2026, but a little leeway in case the meeting is delayed would help.

Budget: N/A

CHANGES FROM APPLICATION

Scope: When we applied for funding, we interpreted the guidelines such that we believed this was a supplemental planning and demonstration project, but after discussion with FHWA and our team we believe that this is strictly a supplemental planning project.

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				N/A

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

- Clackamas County follows federal and state laws pertaining to union activity as well as equal pay.
- The County reviews current trends in the market to help determine the appropriate recruitment strategy when attracting talent.

- The County provides new hires with resources and information pertaining to joining the County. All new hires attend a New Employee Orientation (NEO) where they learn about the organization, different areas and resources and information that is available to them. Further, there are employee resource groups available that new hires can join and connect with.
- Each year, the County produces an underutilization report which identifies classification assigned to EEO categories which may be underutilized in which special efforts are made to give preference should an underutilization be present.
- The County has several policies and resources in place to help create a safe and respectful workplace.
- The County will advertise job opportunities on a number of different job boards and with different associations to attract talent. Some job boards might be specific to a field while others might be specific to underrepresented populations.
- For all recruitments, the County has a system in place to determine a starting wage based on directly relevant experience in compliance with the Oregon Equal Pay Act (OEPA). Each prospective hire goes through a process in which their directly relevant experience is evaluated to ensure consistent pay practices are enforced across the organization in compliance with the law. Each position being recruited for will indicate if it is represented by a union or not so that applicants will be made aware if they will be part of a union.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A This grant will not fund the purchase of Information Technology or Operational Technology.