



DAN JOHNSON
DIRECTOR

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

January 16, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval of contract with the Oregon Department of Transportation – Transportation Safety Division for the purposes of ODOT-TSD – Safe Communities Grant Renewal

Purpose/ Outcomes	The funds will be used for educational outreach centered on the adoption of the new Transportation Safety Action Plan that the Board of Commissioners adopted in March 2019. Support will be used to support the build out of a comprehensive marketing and outreach campaign materials with a particular focus on rural South County.
Dollar Amount and Fiscal Impact	The contract maximum is \$69,050. Grant match requirement is 20% and will be met with staff time.
Funding Source	Oregon Department of Transportation – Transportation Safety Division
Duration	At time of agreement execution and terminates on September 30, 2020
Previous Board Action	10/21/19 County Administrator authorized the application of funding.
County Counsel Review	County Counsel has reviewed and approved on 01/07/20
Strategic Plan Alignment	<ul style="list-style-type: none"> Ensure safe, healthy and secure communities.
Contact Person	Joseph Marek, Traffic Safety Program Manager –503-742-4705

BACKGROUND:

The Department of Transportation and Development requests the authorization to enter into contract with the Oregon Department of Transportation to accept a renewal grant award of \$69,050 to provide educational outreach for the County’s Drive to Zero program which has a mission to eliminate fatal and serious injury crashes by 2035, and has been the recipient of ODOT-TSD funding since program inception in 2005.

This year's focus will expand the South County Drive to Zero project funded by the National Safety Council. Grant will also support overtime for enforcement campaigns that correlate to goals in the Transportation Safety Action Plan (TSAP) such as school zone enforcement in Lake Oswego and Minor Decoy Operations with the Oregon Liquor Control Commission. The following elements integrate into Clackamas County's Transportation and Development Department's Strategic plan:

SAFE ROADS:

The public expects a safe transportation system that supports a healthy, thriving community. This is often challenging as historically we have had to cope with limited resources to maintain and operate the County's 1,400 miles of roads and 186 bridges. We will continue to focus our available funds to provide a safe, accessible and smooth-running transportation system.

COMMUNITY ENGAGEMENT:

The needs and desires of urban and rural residents of the County sometimes differ. The department needs to continue and expand on our communications and community outreach regarding our services to make sure we are reaching customers across the county. Recent social media campaigns and educational efforts have increased the use of our services and improved our ability to proactively communicate with residents about department projects, and programs.

Additionally, the County's Community Health Improvement Plan seeks to integrate crash prevention as a strategy to saving lives and active transportation as a means toward increased physical activity. The Drive to Zero team has been the catalyst for minor decoy operations with local law enforcement and OLCC. With compliance rates lower than they should be, this work needs to continue for both alcohol and marijuana sales.

RECOMMENDATION:

Staff respectfully recommends the Board approve and sign the agreement with Oregon Department of Transportation for the purposes of ODOT-TSD – Safe Communities Grant Renewal.

Respectfully submitted,

Joseph Marek, Traffic Safety Program Manager



OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Division

EXHIBIT A
GRANT PROJECT APPLICATION

Project No: SA-20-25-08

Project Name: CLACKAMAS COUNTY SAFE COMMUNITY

Answer each question in the boxes provided. Answer each question completely and according to the instructions in *Italics*. All fields are required.

I. Project Description

The Clackamas County Safety Communities Program (CSCP) has continued to grow since formation in 2005 as a result of strong support from ODOT-TSD and other safety agencies. In 2018 we focused on updating the Transportation Safety Action Plan (TSAP) adopted in March 2019. In 2019 we focused the Safe Communities program on building and implementing a comprehensive communications and outreach plan for the TSAP. We obtained a one year grant from the National Safety Council (NSC) to pilot key marketing and low-cost infrastructure improvement projects in a targeted rural area of the County.

This year's request is to expand the pilot program into additional areas of the County and to build off of the first year's pilot project based on lessons learned. The request will also support overtime for enforcement campaigns that correlate to our goals in the TSAP.

II. Problem Statement

A. Describe the problem(s) this project will try to impact:
(Describe the problem(s) you intend to impact with this grant.)

The County's *Drive to Zero* initiative is an inspiring but daunting goal – to eliminate fatal and serious injury crashes by 2035. To be successful, we need active partners throughout the county that will engage in the implementation of various elements and work toward the behavioral change that is necessary. Rural communities present unique challenges that cannot be addressed in the same way as more urbanized areas. While 20% of the County's population lives in communities served by rural roads, 45% of our fatal and serious crashes are on rural roads.

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

The following are elements integrated into Clackamas County's Transportation and Development Department's Strategic plan:

SAFE ROADS:

The public expects a safe transportation system that supports a healthy, thriving community. This is often challenging as historically we have had to cope with limited resources to maintain and operate the County's 1,400 miles of roads and 180 bridges. We will continue to focus our available funds to provide a safe, accessible and smooth-running transportation system.

COMMUNITY ENGAGEMENT:

The needs and desires of urban and rural residents of the County sometimes differ. The department needs to continue and expand on our communications and community outreach regarding our services to make sure we are reaching customers across the county. Recent social media campaigns and educational efforts have increased the use of our services and improved our ability to proactively communicate with residents about department projects, programs and services.

Additionally, the County's Community Health Improvement Plan seeks to integrate crash prevention as a strategy to saving lives and active transportation as a means toward increased physical activity.

The Drive to Zero team has been the catalyst for minor decoy operations with local law enforcement and OLCC as well as investing in local police efforts to target speeding in school zones. p

- B. Provide summary data about the problem(s):
(Give summary data regarding the problem as it exists in your jurisdiction.)

From 2009 to 2015, 183 people were killed in traffic crashes in Clackamas County. Another 795 people suffered serious, potentially life-altering injuries. All other crashes represented 29,765 people. 45% of reported severe crashes occurred in rural areas, while 20% of the population lives in rural areas. Over the past seven years, reported total crashes (30%), and reported serious injury crashes (25%) have generally increased in the County. This increase has outpaced the county's population growth of 4% over the same time.

The county's top three F&SI crash factors continue to be Roadway Departure, Young Drivers, and Aggressive Driving. While the rankings have changed, these have remained the top three. Other areas of high crash causes include alcohol/drugs, motorcyclists, bicyclists, pedestrians and older drivers.

- C. List current activities and associated agencies already involved in solving the problem(s):
(Include all related activities and agencies involved. If you have a current project, list the objectives of that project and progress in achieving them.)

This list includes current efforts and efforts completed in recent years. Current efforts/plans are listed first:

- Transportation Safety Action Plan Update (CCTSC/CCDTD/CCSCW)
- Molalla Drive to Zero -Community Engagement – Molalla Communities that Care (DTZ, Molalla/Montana State University/Rural Development Initiatives)
- Safety Booth (DTZ, Lake Oswego Parks & Rec, CCFD#1, Molalla Community that Cares, Milwaukie First Friday, Clackamas County Fair, Milwaukie CArE Free Day)
- Enhanced Enforcement Patrols (Lake Oswego Police Department)
- Drive to Zero updated web site (DTZ, CCPGA)
- Social Media outreach through Facebook, Twitter and Instagram (DTZ, CCPGA)
- Data Gathering and Integration - (CCDTD/CCSO/CCOM/AMR/GIS/Leidos, CCPH)
- Providing public service announcements for safety related matters such as School zones/work zones/speed/distracted (DTZ/CCTSC/Clackamas Town Center, County Cable, NCM – America’s Home Movie Network, Pamplin Newspaper)
- Traffic Calming-moveable radar signs-yard signs (CCDTD, CSCP)
- School Education Programs (DTZ, County Prevention Coalition/Oregon Impact/Vibrant Futures/Molalla – Oregon City – Rex Putman High Schools)
- Driver Education Presentations (DTZ/Driver Education Program/LaSalle, Milwaukie, Clackamas, Putnam, Oregon City and West Linn high schools)
- Child safety seat checks (OI/Safe Kids)
- Constructing traffic safety projects (CCDTD)
- Traffic/Distracted Driving/School Zone enforcement (Lake Oswego Police Departments)
- Traffic Law Education (DTZ/CCFD#1/CCTSC/CCSO/CCSCW)
- Positive Community Norms (DTZ/Montana State University/County Prevention Coalition/Vibrant Future)
- Posters and Coasters Campaign – (DTZ/State Farm Insurance, Clackamas Town Center, CCDTD)
- Assembly presentations at schools on the risks of driving while under the influence (Molalla, Oregon City, Gladstone, Lake Oswego, Clackamas City)

DTZ=Clackamas Drive to Zero Program
CCTSC=Clackamas County Traffic Safety Commission
CCDTD=Clackamas County Dept. of Transportation & Development
CCPHD=Clackamas County Public Health Division
CCSO=Clackamas County Sheriff’s Office
CCFD#1=Clackamas County Fire District #1
CCPGA=Clackamas County Public Government Affairs
AMR=American Medical Response
OI=Oregon Impact

III. Objectives

(Describe quantifiable products or outcomes that address those problems identified in Section II that should result from the proposed activities. Normally at least three very specific objectives should be given and each should include beginning and ending date.

The following are examples:

“To increase safety belt usage in (funded jurisdiction) from 85% to 90% by September 30, 2004, with the use rate determined by conducting observed use surveys.”

“To reduce nighttime fatal and injury crashes occurring in (funded jurisdiction) by 20% from 60, the average for the 1998-2001 period, to 48 during the 12-month period starting October 1, 2003, and ending September 30, 2004.”

“To provide intensive probation supervision to a minimum of 30 additional persons convicted of DUII in (funded jurisdiction) by making at least three face-to-face contacts with each person weekly from October 1, 2003, through September 30, 2004.”

“To complete an evaluation by July 1, 2004, to determine if using photo radar will lead to a significant reduction in fatal and injury traffic crashes in that location.”

	Start Date	End Date	Objective
1.	10/1/2019	9/30/2020	Provide targeted marketing efforts to rural communities in Clackamas County using professional social marketing consultant.
2.	10/1/2019	9/30/2020	Coordinate Drivers Education coalition to determine needs and best approaches to serve rural county residents.
3.	10/1/2019	9/30/2020	Amplify the messaging of key partners on programs such as child passenger protection devices, senior safe driving programs and alcohol and drug prevention programming.
4.	10/1/2019	9/30/2020	Reinforce the TSAP through ongoing educational opportunities such as the Clackamas County Fair, tabling at events, and other activities consistent with the County’s work. Present at 4-10 community events.
5.	10/1/2020	9/30/2020	Make presentations at community events, schools, business meetings, etc. to highlight the TSAP and how county residents can engage with the work.
6.	10/1/2019	9/30/2020	Conduct minor decoy enforcement details with OLCC and local law enforcement for alcohol and/or marijuana along with localized police enforcement targeting behaviors such as distracted driving and speeding.

IV. Proposed Activities

A. Major Activities

*(List major activities to be carried out to achieve objectives stated in Section III above. List the start and end date for each activity, and include in your description **what** will be done, **who** will do it, and **who** will be affected.)*

	Start Date	End Date	Activity
1a	10/1/2019	12/30/2019	Engage social marketing consultant on project. (Consultant managed by TSOC, targeted populations that see higher proportion of serious crashes such as teens, motorcyclists and seniors).
1b	12/1/2019	4/30/2020	Develop artwork and collateral assets for the campaign. (Consultant)
1c	4/1/2020	9/30/2020	Produce and distribute campaign materials (Coordination TSOC with CCPGA, impacted community is targeted rural area).
2	10/1/2019	12/30/2019	Convene Drivers Education coalition (Coordination by TSOC; Drivers Ed instructors, coordinators and high schools effected).
3	10/1/2019	9/30/2020	Provide social media support for partner activities.
4	10/1/2019	9/30/2020	Community meetings, presentations, fairs and tabling events. (TSOC coordinates, DTZSA assists; targets include rural community residents most effected by crashes)
5	10/1/2019	9/30/2020	Market and present to community organizations, school groups, parent groups, business associations throughout year. Present at 4-10 events.
6	10/1/2019	9/30/2020	Support overtime expenses for up to eight operations with OLCC and local law enforcement. (TSOC coordinates with local support from OLCC, CCSO, and local police; impacted communities are in target area).

TSOC: Transportation Safety Outreach Coordinator

DTZSA: Drive to Zero Safety Ambassadors

Plans for sharing the project activities with others:

The project main goal is to reach as many people as we can with transportation safety messages and education. We will use social media, earned media, purchased media, and direct community engagement to achieve these goals. We would be happy to present at ODOT TSD's Safety Conference and are working with National Safety Council and the National Center for Rural Road Safety to conduct a webinar.

- B. Coordination
(List the groups and agencies with which you will be cooperating to complete the activities of the project. Explain how you will be working together. In those projects not requiring the involvement of other agencies, a statement justifying the ability of the applicant to carry out the project independently should be included.)

Is coordination with outside agencies or groups required? If **yes**, check here: **x**

1) If you checked the box above, please fill in the following. Otherwise skip to item 2) below:

Name/role of groups and agencies involved:

Oregon Impact, Northwest Family Youth Services, Clackamas Fire #1, Clackamas Sheriff's Office, Canby Police, Molalla Police, OLCC, City of Molalla, AMR, Clackamas Public Health Division, Clackamas Health, Housing and Human Services, Clackamas Emergency Services, Todos Juntos, Ford Family Foundation, and Think First.

2) Fill this if you did not check the box above:

Ability to complete the project independently:

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- C. Continuation

Plans to continue the project activities after funding ceases:

The program receives the majority of funding from Clackamas County – general fund – and would do what is needed to continue if ODOT-TSD funding ceases.

V. Evaluation Plan

- A. Evaluation Questions
(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)

	Evaluation Question
1.	How many people, and what subsets of the rural population, were targeted with social marketing messages?
2.	How many people engaged with the marketing through analyzing use of social media hashtags, google analytics and received presentations?

3.	Has the County developed a core competency of social marketing that can be used in other campaigns and efforts and to expand Drive to Zero in the future?
4.	How many enforcement operations were completed? What were the sales rates for minor decoy operations? How many citations were issued?

B. Data Requirements

1. Data to be collected: The Data Table presented as Exhibit A will be submitted with required quarterly reports.
2. Data System

Describe how the data will be collected, stored, and tabulated:

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

C. Evaluation Design

Describe how the data will be analyzed:

Reports will be submitted to the Drive To Zero Advisory Committee and county Transportation Safety Commission for evaluation.

D. Project Evaluation Preparation

A Project Evaluation Report will be submitted to TSD following the requirements given in the Agreements and Assurances.

VI. Grant Project Budget Summary

A. List of major budget items:

Graphic design.
Social Marketing consultant.
Labor and benefits.

B. Budget Allotment

The agency named in this document hereby applies for \$69,050 in Transportation Safety funds to be matched with \$16,745.90 in funds from sources identified by Clackamas County to carry out a traffic safety project described in this document.

VII. Budget and Cost Sharing

(Complete Form 737-1003 Budget and Cost Sharing. You may attach one page to explain specific requests. If you are applying for a multiple-year grant, you must include a separate budget for each year for which you are requesting funding.)

VIII. Exhibits

- A. Exhibit A: Data Table
(To be developed at a later date.)

- B. Exhibit B: Job Descriptions
(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)
- C. Exhibit C: Contracts or Service Agreements
(Provide signed copies of any contracts or other service agreements that are entered into by the grantee as part of this project. These shall be reviewed by TSD to determine whether the work to be accomplished is consistent with the objectives of the project. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in the Agreements and Assurances.)

IX. Agreements and Assurances

(READ, sign and attach to the grant project application.)

X. Approval Signatures

I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized.
The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded.

A. Agency Information

Agency Name*: Clackamas Co. Dept. of
Transportation Development
 Street Address: 150 Beaver creek Road
 City: Oregon City
 State: OR
 Zip: 97045

B. Project Director

First Name: Joseph Last Name: Marek
 Title: Director of Safe Communities Email: joem@clackamas.us
 Phone: 503-742-4705 Fax: 503-742-4650
 Street Address: 150 Beaver creek Road
 City: Oregon City
 State: OR
 Zip: 97045

Signature: _____ Date: _____

C. Authorizing Official of Agency Completing Application

First Name:	Mike	Last Name:	Bezner
Title:	Assistant Director of Transportation	Email:	mikebez@clackamas .us
Phone:	503-742-4615	Fax:	503-742-4659
Street Address:	150 Beaver creek Road		
City:	Oregon City		
State:	OR		
Zip:	97045		

Signature: _____ Date: _____

*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation
Transportation Safety Division, MS 3
4040 Fairview Industrial Drive SE
Salem, OR 97302-1142

Email completed electronic copy to your TSD Program Manager.



OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Division

Reports And Claims Due Dates

Project No.: SA-20-25-08

Project Title: CLACKAMAS COUNTY SAFE COMMUNITY

Calendar: FEDERAL FISCAL YEAR 2020

Grant Year: 2020

Reports/Claims

Due Dates

First Quarter (October 01 - December 31)	
Quarterly Reports	Friday, January 10, 2020
Claims for Reimbursement	Wednesday, February 5, 2020
Second Quarter (January 01 - March 31)	
Quarterly Reports	Friday, April 10, 2020
Claims for Reimbursement	Tuesday, May 5, 2020
Third Quarter (April 01 - June 30)	
Quarterly Reports	Friday, July 10, 2020
Claims for Reimbursement	Wednesday, August 5, 2020
Fourth Quarter (July 01 - September 30)	
Quarterly Reports	Saturday, October 10, 2020
Claims for Reimbursement	Thursday, November 5, 2020
Project Evaluation Report (October 01 - September 30)	
Evaluation Report Due	Thursday, November 5, 2020
Claims for Reimbursement (October 01 - September 30)	
Final Claims	Thursday, November 5, 2020

Note: Claim reimbursement for any quarter will not be processed until the quarterly report has been received and signed by the TSD Program Manager.

If you file monthly claims, the last monthly claim for the quarter will not be paid unless the quarterly report has been received and signed by the TSD Program Manager.

The undersigned agree that the information included above has been reviewed and the required due dates and final deadlines are understood.

Project Director's Name: Joseph Marek

Project Director's Signature: _____ **Date:** _____

EXHIBIT B ODOT GRANT BUDGET AND COST SHARING

Project No.: SA-20-25-08
 Project Name: CLACKAMAS COUNTY SAFE COMMUNITY
 Agency: Clackamas Co. Dept. of Transportation Development

Project Period: 10/01/19 - 09/30/20
 (From) (To)

(Office Use Only)

Grant Adjustment #: 0
 Grant Adjust. Effective Date: 11/21/2019
 Project Yr. (1-2-3, Ongoing): _____

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

1. Personnel Costs*

A. Staff assigned and estimated hours:	Hours	Rate	Total Cost
Transportation Safety Outreach Coordina	150.00 @ \$	43.58 /hr = \$	6,537.00
Safety Ambassadors	240.00 @ \$	23.16 /hr = \$	5,558.40
Transportation Safety Program Manager	50.00 @ \$	83.01 /hr = \$	4,150.50
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
Staff Subtotal			\$ 16,245.90

B. Overtime	Hours	Rate	Total Cost
Targeted Law Enforcement	70.00 @ \$	65.00 /hr = \$	4,550.00
Actual rates will be reimbursed	0.00 @ \$	- /hr = \$	-
Overtime Subtotal			\$ 4,550.00

C. Volunteer Time	Hours	Rate	Total Cost
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
Volunteer Subtotal			\$ -

2. Personnel Benefits

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
	\$ - @	0 =	\$ -
Benefits Subtotal			\$ -

3. Equipment

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
	\$ - @	0 =	\$ -
	\$ - @	0 =	\$ -
	\$ - @	0 =	\$ -
Equipment Subtotal			\$ -

4. Materials/Printing

A.	Unit Cost	# of Units	Total Cost
Project Specific Printing	\$ 15,000.00 @	1 =	\$ 15,000.00
	\$ - @	0 =	\$ -
	\$ - @	0 =	\$ -
Materials Subtotal			\$ 15,000.00

5. Overhead/Indirect Costs

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
	\$ - @	0 =	\$ -
Overhead Subtotal			\$ -

TSD FUNDS	MATCH	TOTAL
\$4,500.00	\$11,745.90	\$16,245.90
\$4,550.00	\$0.00	\$4,550.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$10,000.00	\$5,000.00	\$15,000.00
\$0.00	\$0.00	\$0.00

EXHIBIT B ODOT GRANT BUDGET AND COST SHARING

Project Number: CLACKAMAS COUNTY SAFE

6. Other Project Costs

A. Travel In-State	Unit Cost	# of Units	Total Cost
_____	\$ - @	0 =	\$ -
B. Travel Out-of-State (specify)***:			
_____	\$ - @	0 =	\$ -
C. Office Expenses (supplies, photocopy, telephone, postage)			
_____	\$ - @	0 =	\$ -
D. Other Costs (specify):			
1.) _____	\$ - @	0 =	\$ -
2.) _____	\$ - @	0 =	\$ -
3.) _____	\$ - @	0 =	\$ -
4.) _____	\$ - @	0 =	\$ -
5.) _____	\$ - @	0 =	\$ -
Other Project Costs Subtotal			\$ -

7. Consultation/Contractual Services **

A. Design and Communications Svcs.	Unit Cost	# of Units	Total Cost
_____	\$ 50,000.00 @	1 =	\$ 50,000.00
B.	\$ - @	0 =	\$ -
Consultation/Contractual Services Total			\$ 50,000.00

8. Mini-Grants ***

	TSD	Match
A. _____	\$ -	\$ -
B. _____	\$ -	\$ -
C. _____	\$ -	\$ -
D. _____	\$ -	\$ -
E. _____	\$ -	\$ -
F. _____	\$ -	\$ -
G. _____	\$ -	\$ -
H. _____	\$ -	\$ -
Mini-Grants Subtotals		\$ -

TOTAL

COST SHARING BREAKDOWN

1. TSD Funds	\$ 69,050.00	80%
2. Match: State		
3. Match: Local	\$ 16,745.90	20%
4. Match: Other (specify)		
a.) _____		
b.) _____		
c.) _____		
5. TOTAL COSTS	\$ 85,795.90	100%

TSD FUNDS	MATCH	TOTAL
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$50,000.00	\$0.00	\$50,000.00
\$0.00	\$0.00	\$0.00
\$69,050.00	\$16,745.90	\$85,795.90

Budget Comments:

* Job descriptions for all positions assigned to grant for 500 hours or more must be included in Exhibit B.

** TSD approval required prior to expenditures.

OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Division Grant Agreement
(Federal Funded only)

This Transportation Safety Division Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Division hereinafter referred to as ODOT or Agency, and Clackamas Co. 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 or October 1, 2019, whichever is later (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **October 1, 2019** through and including **September 30, 2020** (the "Grant Period"). No Grant Funds are available for expenditures incurred 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 - INFORMATION REQUIRED BY 2 CFR §
200.331(a)(1).

All of the Exhibits 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 **\$69,050** (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 approved by Agency pursuant to **Section 5c** 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, time period, or Budget must be requested in writing and 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 stated time period and

may need approval of the funding agency (identified in **Section 8** of this Agreement) if the end of the grant award year is involved.

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 B (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 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"). 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 6** of this Agreement. Grantee will be reimbursed 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. Grant Funds shall not be used 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 should 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; and
(iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

e. Availability of Federal 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 a quarterly highway safety project report ("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:

(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* 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 \$5,000 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 \$5,000 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 will 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. 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 should 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.

ii. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

iii. 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 (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 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 sub contract 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 C**, 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 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

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

- (i) 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);
- (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
- (iii) 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);
- (iv) 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

(v) Any additional terms required by federal law and set forth in Exhibit C.

d. 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 ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by 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 State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, 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 may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, 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 657.027, must obtain Workers Compensation Coverage as described in **Section 6**.

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 is in default under 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 perform any other obligation required under 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: (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. Indemnification and Hold Harmless. Subject to the conditions and limitations of the Oregon Constitution, if any, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), if applicable, Grantee shall indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee, its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by Grantee from and against any and all Claims. Neither Grantee or any attorney engaged by Grantee may 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 is prohibited from defending State or that Grantee 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 if the State elects to assume its own defense.

b. 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.

c. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

d. 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.

e. 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.

f. 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 – to the name and address |
listed on page 1 of this Agreement.

|
Attn: Project Director: As listed |
on page 1 of this Agreement.

ODOT
ODOT Contact: Walt McAllister

g. 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.*

h. Compliance with Law. Grantee shall comply with all applicable federal (including those set forth in **Exhibit**

C), state, and local laws, regulations, executive orders 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.

i. 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.

j. 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.

k. 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.

l. 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.

**STATE OF OREGON acting by and through its
Department of Transportation**

Signature:

Highway Safety Section-Manager, ODOT-TSD

Date: _____

Print Name:

Date _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Sam Zeigler per email dated 7/31/19

Sam Zeigler, Assistant Attorney General

GRANTEE: Designated Alternate:

Signature: _____

Date: _____

Print Name and Title:

Date _____

GRANTEE: Authorizing Official:

Signature: _____

Date: _____

Print Name and Title:

GRANTEE: Project Director:

Signature: _____

Date: _____

Print Name and Title:

Date _____

EXHIBIT A

[INSERT PROJECT SUMMARY REPORT AND NEGOTIATED GRANT PROJECT APPLICATION]

**EXHIBIT B
BUDGET AND COST SHARING**

[Insert or attach budget from negotiated Project Application]

EXHIBIT C
SUMMARY OF FEDERAL REQUIREMENTS
ANNUAL FFY CERTIFICATIONS AND ASSURANCES
FOR HIGHWAY SAFETY GRANTS
(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)

***Additional Required Federal Terms and Conditions for
Grants funded with Federal Funds***

General Applicability and Compliance. Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

4. Other Environmental Standards. Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

5. Energy Efficiency. Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

6. Audits.

a. 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.

b. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

c. 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.

7. Federal Intellectual Property Rights Notice. The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

a. The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

8. Uniform Guidance and Administrative Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

b. Procurement Standards. When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

9. Federal Whistleblower Protection. Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

10. Nondiscrimination. Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100)).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

- discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;
- d.** That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e.** To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

11. Buy America Act. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

12. Prohibition on Using Grant Funds to Check for Helmet Use. The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

13. Political Activity (Hatch Act). The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. Certification Regarding Federal Lobbying.

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. Restriction on State Lobbying. None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

16. Certification Regarding Debarment and Suspension.

Instructions for Primary Tier Participant Certification (States)

a. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

d. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of record, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

EXHIBIT D
INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Clackamas Co. Dept. of Transportation Development
2. Subrecipient unique entity identifier (e.g. DUNS number): 00-930-9324
3. Federal Award Identification Number (FAIN): 69A37519300004020OR0
4. Federal Award Date: 10/01/2019
5. Sub-award Period of Performance Start and End Date: From 10/01/2019 to 09/30/2020
6. Total Amount of Federal Funds Obligated by this Agreement: \$69,050
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$69,050
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$69,050
9. Federal award project description: The Clackamas County Safety Communities Program (CSCP) has continued to grow since formation in 2005 as a result of strong support from ODOT-TSD and other safety agencies. Oversight is provided by the Advisory Board with quarterly meetings and the Work Group who meet monthly. In 2018 we focused on updating Transportation Safety Action Plan (TSAP) we anticipate being adopted by the Board of County Commissioners in fall 2018. This year's work of the Safe Communities program will build and implement a comprehend
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: NHTSA
 - (b) Name of pass-through entity: ODOT Transportation Safety Division
 - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
11. Assistance Listing (CFDA) Number and Name: 20.600
Amount: \$69,050
12. Is Award Research and Development? Yes No
13. Indirect cost rate for the Federal award: _____%

*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Agency .

**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.

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:

X Grantee is a subrecipient ___ Grantee is a vendor ___ Not Applicable



DAN JOHNSON
DIRECTOR

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

January 16, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement between
Clackamas County and the City of Canby for
Traffic Signal Maintenance and Transportation Engineering Services**

Purpose/Outcomes	Clackamas County is seeking approval to allow Department of Transportation and Development (DTD) staff to cooperatively provide transportation engineering and signal maintenance services to support traffic signals and to manage the City of Canby's intelligent transportation system.
Dollar Amount and Fiscal Impact	Revenue – Approximately \$3,000 annual reimbursement for staff time per traffic signal.
Funding Source	N/A
Duration	Indefinite or upon 60 days' notice by either party
County Counsel Review	Reviewed and approved on 01/07/2020
Previous Board Action	None
Strategic Plan Alignment	<ul style="list-style-type: none">• Build a strong infrastructure• Ensure safe, healthy and secure communities• Grow vibrant economy
Contact Person	Bikram Raghubansh, Senior Traffic Engineer 503-742-4706

The City of Canby is requesting a formal agreement with Clackamas County to provide transportation engineering and traffic signal maintenance services to support traffic signal timing, and to manage the City's traffic signals, flashing beacons, and intelligent transportation system. This agreement will allow Clackamas County to provide annual routine maintenance support to the City owned traffic signal(s) along with transportation engineering support. With the current staff billing rate, County expects to be reimbursed by the City for time and material costs for this work; approximately \$3,000 annually per traffic signal.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement with the City of Canby for the maintenance of traffic signal related assets and transportation engineering services.

Respectfully submitted,

Bikram Raghubansh, Senior Traffic Engineer

RESOLUTION NO. 1328

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF CANBY FOR TRAFFIC SIGNAL MAINTENANCE AND TRANSPORTATION ENGINEERING SERVICES

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, the City needs professional transportation engineering and signal maintenance staff to assist with design review, oversight, and maintenance of the City's new and existing traffic signal(s), intelligent transportation system ("ITS"), and roadway beacons; and

WHEREAS, the County has particular expertise in this area and is able and willing to provide traffic engineering review oversight support, signal timing, and perform signal maintenance for the City on the terms and conditions provided below; and

WHEREAS, the Intergovernmental Agreement (IGA) sets forth the responsibilities of the County for traffic signal maintenance on the City's signals, ITS devices, and roadway beacons at the locations listed in Attachment A of the IGA; and

WHEREAS, the City and County believe it is in the public interest to enter into an IGA to set forth the circumstances under which the City may request the County to provide traffic engineering and traffic signal maintenance support on City roads and streets lying within the boundaries of the City; and

WHEREAS, the County estimates the total annual cost of the work associated with the work described herein will be approximately \$3,000 per traffic signal; and

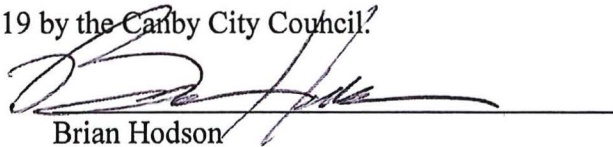
WHEREAS, the City would like to engage the County to perform the work associated with the Project and the County is willing to perform the work.

NOW THEREFORE, BE IT RESOLVED by the City of Canby City Council, as follows:

- (1) The City agrees to enter into agreement with Clackamas County in pursuant to ORS 190.010 for purposes of the terms and conditions as outlined in the **INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF CANBY FOR TRAFFIC SIGNAL MAINTENANCE AND TRANSPORTATION ENGINEERING SERVICES**, Exhibit "A".

This resolution will take effect on November 6th, 2019.

ADOPTED this 6th day of November, 2019 by the Canby City Council.



Brian Hodson
Mayor

ATTEST:


Melissa Bisset, CMC
City Recorder

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY
AND THE CITY OF CANBY
FOR TRAFFIC SIGNAL MAINTENANCE AND
TRANSPORTATION ENGINEERING SERVICES**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“COUNTY”), a corporate body politic, and the City of Canby (“CITY”), a corporate body politic, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the City needs professional transportation engineering and signal maintenance staff to assist with design review, oversight, and maintenance of the City’s new and existing traffic signal(s), intelligent transportation system (“ITS”), and roadway beacons;

WHEREAS, the County has particular expertise in this area and is able and willing to provide traffic engineering review oversight support, signal timing, and perform signal maintenance for the City on the terms and conditions provided below;

WHEREAS, this Agreement sets forth the responsibilities of the County for traffic signal maintenance on the City’s signals, ITS devices, and roadway beacons at the locations listed in Attachment A;

WHEREAS, this Agreement sets forth the responsibilities of the City to compensate the County for the work contemplated herein;

WHEREAS, the City and County believe it is in the public interest to enter into this Agreement to set forth the circumstances under which the City may request the County to provide traffic engineering and traffic signal maintenance support on City roads and streets lying within the boundaries of the City;

WHEREAS, the County estimates the total annual cost of the work associated with the work described herein will be approximately \$3,000 per traffic signal; and

WHEREAS, the City would like to engage the County to perform the work associated with the Project and the County is willing to perform the work;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective on the last date signed by the Parties below and shall continue thereafter in perpetuity unless terminated earlier by either party consistent with Section 5.
2. **County Obligations.**
 - A. The County shall provide all necessary labor and equipment to perform traffic signal consulting, inspection, configuration, testing, routine and preventive maintenance and repairs on both a regular scheduled and an on-call basis on those facilities identified in Attachment A. Work shall be performed to International Municipal Signal Association (IMSA), Manual on Uniform Traffic Control Devices (MUTCD) with Oregon Supplement

and Institute of Transportation Engineers (ITE) industry standards, as well as the State of Oregon guidelines and specifications.

- B. If spare materials and replacement parts are unavailable from City inventory, County shall provide spare materials and replacement parts as necessary to repair a signal that is deemed by the City to create a dangerous condition.
- C. The County shall assist City with developing a recommended inventory list of spare materials and replacement parts to store/maintain on a regular basis.
- D. The County shall provide engineering review and construction inspection services as requested by City Engineer or designee for new equipment installations not yet identified in Attachment A. New equipment which the Parties agree should be subject to the terms of this Agreement may be added to Attachment A by written amendment to this Agreement, signed by the City's operations supervisor for the Public Works Department, and the County's Director of the Department of Transportation and Development.
- E. The County shall assign an Oregon State-licensed Professional Civil Engineer (with expertise in Traffic Signal Operation) to assist the City as requested with traffic signal design review, alterations or additions to the traffic signal system, intelligent transportation systems (ITS), roadway flashing beacons, signal timing, review of development proposals with traffic impacts, and other traffic engineering matters. The County's Oregon State-licensed Professional Civil Engineer shall work in close coordination with the City's Public Works Engineering staff for design review oversight on the City's traffic signal, ITS, and roadway beacon projects.
- F. The County shall utilize IMSA Certified Technicians/Electricians when performing traffic signal maintenance, repairs, inspection, configuration, setup, or testing of the City's signal system. Certification level shall be commensurate with the task performed in accordance with IMSA specifications. Technicians/Electricians should be certified in temporary traffic control per IMSA guidelines.
- G. The County shall provide regular scheduled annual testing and maintenance of traffic signal components required for a fully functional traffic signal system, which includes all items shown in Attachment B.
- H. The County shall provide short term temporary traffic control measures as required by the most current Oregon Temporary Traffic Control Handbook and/or state adopted Manual on Uniform Traffic Control Devices ("MUTCD") during routine maintenance activities.
- I. The County shall provide responsive 24-hour on-call service that includes weekends and holidays.
 - i. The County shall respond to any calls involving an emergency, defined below, within four (4) hours, and shall respond to routine calls within forty-eight (48) hours.
Emergencies are:
 - 1. controller failures;
 - 2. dark signals;
 - a. In the event of a "dark signal," the County will verify with the Utility Service Provider (Canby Utility) before responding to ensure the outage is not due to a power outage, and the County will only be obligated to respond if the issue is isolated to the traffic signal. It will be the responsibility of the technician/electrician on duty to evaluate conditions at the site and determine the action necessary, including temporary repairs or traffic control.

3. any red lamp outage;
 4. any intersection in a flashing mode;
 5. any turn lane with only one signal head having an outage (red, yellow, or green);
 6. any equipment involved in a crash; or
 7. any condition involving a signal that the City Public Works Director or City Engineer or their designee declares to be an “emergency” or otherwise requests immediate response (subject to County personnel availability) because the City deems a dangerous condition to exist.
- ii. Except for emergency work described in Section 2(I) and routine maintenance work described in Attachment B, the County will provide a quote to the City outlining the work to be done with estimated labor and material costs in accordance with this Agreement before commencing any work. Prior to any work being started, the quote must be signed by the Public Works Director for the City and the Director of the Department of Transportation and Development for the County, or their respective designees.
 - iii. The County shall not be liable for any claim or action arising out of, or based upon, damages or injuries to persons or property caused by signal issues for which no request for work was made by the City to the County pursuant to the terms of this Section 2.
 - iv. The County shall record all activities performed any time staff is responding to a service call at the site of traffic signal facilities. This can be done on a County-standard form, but should include at minimum:
 1. the time and date the call is received;
 2. the time staff arrives onsite;
 3. who placed the call;
 4. location and condition upon arrival;
 5. necessary equipment, labor and materials;
 6. specifics of repair;
 7. additional repairs still needed;
 8. time site was secured; and
 9. time leaving site.
- J. The County will provide to the City reports on all work performed at the traffic signal(s) as requested by the City. Annual reports shall contain completed maintenance checklists as provided in Attachment B, as well as copies of all work reports, tests, etc. for any activities performed onsite.
- K. The County shall maintain an updated log book in each cabinet for traffic signals that details any and all maintenance or repairs performed.
- L. The County shall provide annual reports that include all of the information in Section 2(J), or earlier upon request of the City.
- M. The County shall submit a detailed monthly invoice to the City with work descriptions, labor costs, and material costs. The County shall invoice the City within sixty (60) days of performing City-authorized work at rates established by the County to local governments.

N. The County shall submit to City new rates for staff not less than 45 days before the rates per Attachment C change.

3. City Obligations.

- A. The City shall compensate the County for the services provided based on the rates of staff in the County Department of Transportation and Development as shown in Attachment C. Payment shall be made within thirty (30) days.
- B. The City agrees to promptly contact the County any time signal issues are witnessed or reported to ensure timely repairs can be made.
- C. The City shall have the ultimate responsibility to approve the plans in writing for signal upgrading, phasing, timing, and coordination after recommendation by the County.
- D. The City grants County the right to enter into and occupy City rights-of-way for the purpose of performing routine maintenance and emergency repairs of the traffic signal equipment, ITS devices, and roadway beacons owned by the City.
- E. The City shall maintain responsibility for temporary traffic control from the time the signal issue is discovered until such time as the City deems the traffic control unnecessary or County staff arrive and provide traffic control per Section 2(H) or Section 2(I)(ii).
- F. The City's inventory of spare materials and replacement parts for common repairs shall be stored at City's Maintenance Center and shall be accessible to County technicians/electricians during weekday business hours with the assistance of City personnel.

4. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. City may terminate this Agreement without cause upon:
 - i. Rate Increase: Within 30 days following County's notice of rate increase to City (rate increase shall not be effective until 45 days following notice to City); or
 - ii. For Convenience: Upon 60 days' notice.
- C. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- D. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- E. The County may terminate this Agreement upon 60 days' notice in the event the County is unable to provide staffing sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to provide services for performance of this Agreement.
- F. Nothing herein shall prevent the Parties from meeting to mutually discuss the Agreement. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- G. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

6. Party Contacts

- A. Bikram Raghubansh or his designee will act as liaison for the County for the Project.

Contact Information:

Clackamas County- Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4706 or BikramRag@clackamas.us

- B. Jerry Nelzen or his/her designee will act as liaison for the City for the Project.

Contact Information:

City of Canby – Public Works Department
1470 NE Territorial Road
Canby, OR 97013
(503) 266-0759 or nelzenj@canbyoregon.gov

- C. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

7. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of at least three (3) years; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved
- E. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- F. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties and any prior agreements between the Parties affecting the subject matter of this Agreement are hereby terminated. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- L. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- M. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, 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.
- N. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

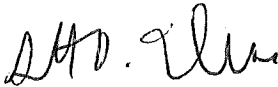
[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Canby

Chair, Board of County Commissioners



Scott McClure, City Administrator

Date

11/7/2019

Date

Approved as to form:



Joseph Lindsay, City Attorney

Attachment A

County Maintained Traffic Signal and Flasher Beacon Locations

The County agrees to provide preventive maintenance, on-call repair, locates, and traffic engineering consultation services for signal and flasher facilities at the following locations within the City's Jurisdiction:

TRAFFIC SIGNALS

All traffic signals, pedestrian signals, vehicle detection, ITS devices, and related facilities at the following locations:

Intx No.	Address	Major Street	Minor Street
7752	280 S Hazel Dell Way	Sequoia Parkway	SE Hazel Dell Way

ROADWAY FLASHING BEACONS

Includes school zone flashers, intersection flashers, and Rectangular Rapid Flashing Beacons (RRFB) at the following locations:

ID No.	Device Type	Address	Major Street	Minor Street



Ann Cabin

#: TC-

Date:

Location:

Arrive:

Owner:

Depart:

I:

VAC:

VDC:

	OK	ALB	N/A	
Controller Timing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Timing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Cabinet Print	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Intersection	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Verify Inputs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Verify Outputs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Flasher Outputs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Locks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Thermostat/Fan Test	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Change Air Filter(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Cabinet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Attachment C

Schedule of Rates

Clackamas County Traffic Engineering & Traffic Signal Maintenance Labor Rates

2019/20 Fiscal Year

Employee Class Description	Group	Labor Rate
Engineering Supervisor	Engineering	\$178.89
Civil Engineer, Senior	Engineering	\$161.64
Civil Engineer	Engineering	\$129.26
Civil Engineer, Associate	Engineering	\$99.1100
Engineering Tech 3	Engineering	\$108.93
Engineering Tech 2	Engineering	\$94.05
Engineering Intern	Engineering	\$24.63
Traffic Signal Electrician	Maintenance	\$130.40