Contract Review Sheet

Grant Agreement **SO-7329-26**

Title: **Sustained DUII Enforcement Marion County SO**

Contractor's Name: **Oregon Department of Transportation**

Department: **Sheriff's Office** Contact: **Laura Shaver**

Analyst: **Sandra Fixsen** Phone #: **(503) 588-5094**

Term - Date From: **upon signature** Expires: **September 30, 2027**

Original Contract Amount: **$ 177,466.73** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 177,466.73** Amd% **0%**

Incoming Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **Not Applicable (Incoming Funds)**

Description of Services or Grant Award

The Oregon Department of Transportation (ODOT) Impaired Driving Grant Program supports enforcement, education, and treatment strategies aimed at reducing crashes caused by alcohol and drug impaired driving. Project funds will support this goal by providing 2,080 hours of dedicated impaired driving enforcement.

Desired BOC Session Date: **11/4/2026** Contract should be in DocuSign by: **10/14/2026**

Agenda Planning Date **10/22/2026** Printed packets due in Finance: **10/20/2026**

Management Update **10/20/2026** BOC upload / Board Session email: **10/21/2026**

BOC Session Presenter(s) **Cmdr. Jason Bernards** Code: **Y**

REQUIRED APPROVALS

Sandra L. Fixsen	10/13/2026	Kristy Witherell (Oct 13, 2026 09:37:01 PDT)	10/13/2026
Finance - Contracts	Date	Contract Specialist	Date
Michelle Teed Michelle Teed (Oct 13, 2026 14:25:25 PDT)	10/13/2026	Jan Fritz Jan Fritz (Oct 13, 2026 14:35:34 PDT)	10/13/2026
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/4/2026

Department: Sheriff's Office

Title: Grant Agreement: Sustained DUII Enforcement Marion County SO

Management Update/Work Session Date: 10/20/2026 **Audio/Visual aids** ☐

Time Required: 5 mins **Contact:** Laura Shaver **Phone:** x3258

Requested Action:
Staff is requesting approval of the grant agreement with the Oregon Department of Transportation (ODOT) for incoming funds in the amount of $177,466.73 to support dedicated impaired driving enforcement through September 30, 2027.

Issue, Description & Background:
The Oregon Department of Transportation (ODOT) Impaired Driving Grant Program supports enforcement, education, and treatment strategies aimed at reducing crashes caused by alcohol and drug impaired driving. The Marion County Sheriff's Office was awarded grant funding to support 2,080 hours of dedicated impaired driving enforcement between October 1, 2026, and September 30, 2027. These additional enforcement hours will enhance patrol efforts to deter impaired driving with the goal of reducing serious injuries and fatalities on Marion County roadways.

Financial Impacts:
Incoming grant funds in the amount of $177,466.73.

Impacts to Department & External Agencies:
The grant requires a 25% match, which can be accomplished through in-kind services provided by the Sheriff's Office.

List of attachments:
Grant agreement SO-7329-26

Presenter:
Cmdr. Jason Bernards

Department Head Signature:
Nick Hunter
Nick Hunter (Oct 13, 2026 14:10:09 PDT)

OREGON DEPARTMENT OF TRANSPORTATION

Transportation Safety Office Grant Agreement
Federal Fiscal Year (2026 - 2027)
Federal Funds

Grant Agreement Cover Page

Grant Agreement Information

Agency: State of Oregon, acting by and through its Department of Transportation, Transportation Safety Office (ODOT–TSO)

ODOT Contact: Rosalee Senger

Grantee: Marion County Sheriff's Office

Project Agreement Number: M7AL-2027-12-02-00_2027_00000913

Project Agreement Title: Sustained DUII Enforcement Marion County SO

Grant Funds (Not to Exceed Amount): $177,466.73

Assistance Listing Number: 20.616

Effective Date: Date that the Agreement is fully executed and approved as required by applicable law or **October 01, 2026**, whichever is later.

Grant Period: Effective Date through **September 30, 2027**

Documents Incorporated into this Agreement

This Grant Agreement includes, in descending order of precedence, all documents listed below and all Exhibits attached to the Transportation Safety Office Grant Agreement. All such documents are incorporated herein by reference and made part of this Agreement.

- **Grant Agreement Cover and Signature Page**
- **Exhibit A** - Project Description and Budget
- **Exhibit B** - Reserved
- **Exhibit C** - Standard Terms and Conditions (Federal Funds 2026 - 2027)

- **Exhibit C-1** - Summary of Federal Requirements (Federal Highway & NHTSA Requirements)
- **Exhibit D** - FFATA Requirements (Federal Funding Accountability and Transparency Act)
- **Exhibit E** - Federal Award Identification (2 CFR §200.332(b)(1))
- **Exhibit F** - Subcontractor Insurance Requirements
- **Exhibit G** - Grantee Insurance Requirements

Formal Incorporation and Binding Effect

This Cover and Signature Page forms an integral part of the Transportation Safety Office Grant Agreement. All Exhibits are fully incorporated by reference and made part of this Agreement.

The Parties acknowledge that this Agreement is federally funded and subject to all federal requirements set forth in Exhibit C, the FFATA reporting requirements in Exhibit D, and the Federal Award Identification requirements of 2 CFR §200.332(b)(1) in Exhibit E.

Grant Agreement Signature Page

Signature and Compliance Acknowledgment

By signing below, Grantee certifies that:

- It is authorized to bind its organization.
- It has reviewed and shall comply with the Agreement terms and conditions, including all incorporated Exhibits and federal requirements.
- All representations made in connection with this Agreement, including federal assurances and FFATA certifications, are **material representations of fact** upon which the Agency relies.
- It shall comply with all applicable federal, state, and local laws, including all conditions attached to the use of federal highway safety funds.

GRANTEE

Project Director:
The **Project Director** implements the Grant Agreement and maintains procedures to ensure effective administration of the Project.

Signature: Laura Shaver
Laura Shaver (Oct 19, 2026 07:17:45 PDT)
Printed Name & Title: Laura Shaver, Management Analyst 2
Date:

Designated Alternate:
The **Designated Alternate** is an authorized backup to the Project Director who may sign required reports and reimbursement claims when the Project Director is unavailable.

Signature:
Kristy Witherell (Oct 13, 2026 09:37:01 PDT)
Printed Name &Title: Kristy Witherell, Management Analyst 1
Date:

Authorizing Official:
The **Authorizing Official** should be a senior administrator with legal authority to bind Grantee to the Grant Agreement. The Authorizing Official may not be paid with Grant Funds and must sign reimbursement claims when the Project Director and Designated Alternate are unavailable or when the salary of either is being paid, in or whole or in part, with Grant Funds to maintain separation of duties.

Signature: Nick Hunter
Nick Hunter (Oct 13, 2026 14:10:09 PDT) *for*
Printed Name &Title: Jeremy Landers, Undersheriff
Date:

STATE OF OREGON
Transportation Safety Office (ODOT–TSO)
Signature:
Printed Name &Title: Ryan Stone, Operations Manager
Effective Date:

APPROVED AS TO LEGAL SUFFICIENCY
(In accordance with ORS 291.047)
Nina R. Englander, Assistant Attorney General
Date: August 19, 2026

SIGNATURE PAGE FOR
SUSTAINED DUII ENFORCEMENT
MARION COUNTY SHERIFF'S OFFICE – SO-7329-26
between
MARION COUNTY and OREGON DEPARTMENT OF TRANSPORTATION

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date

Authorized Signature:	Nick Hunter Nick Hunter (Oct 13, 2026 14:10:09 PDT)	10/13/2026
	Department Director or designee	Date
Authorized Signature:	Jan Fritz Jan Fritz (Oct 13, 2026 14:35:34 PDT)	10/13/2026
	Chief Administrative Officer	Date
Reviewed by Signature:	Michelle Teed Michelle Teed (Oct 13, 2026 14:25:25 PDT)	10/13/2026
	Marion County Legal Counsel	Date
Reviewed by Signature:	Sandra L. Lisser	10/13/2026
	Marion County Contracts & Procurement	Date

Oregon Department of Transportation

M7AL-2027-12-02-00_2027_00000913 - Marion County Sheriff's Office

Staff: Rosalee Senger

Application ID: M7AL-2027-12-02-00_2027_00000913

Deadline: 09/30/2026 11:59 PM

Project Information

Project

Project Name: Sustained DUII Enforcement Marion County SO

Project Description

The Marion County Sheriff's Office (MCSO) aims to reduce the significant number of traffic-related deaths and serious injury crashes on county roadways through sustained impaired driving enforcement.

This project will support this goal by providing 2,080 hours of dedicated impaired driving enforcement activity. Due to current budgetary and staffing constraints, MCSO is unable to dedicate staff to impaired driving enforcement without additional resources. Deputies assigned to the project will be available to proactively enforce impaired driving, assist other deputies who encounter impaired drivers during routine patrols, and serve as a resource during investigations when impaired driving is suspected as a contributing factor to crashes. Impaired driving enforcement will begin in October 2026 and occur throughout the grant period. Dedicated enforcement will focus on evenings, weekends, holidays, and other times associated with elevated impaired driving activity.

Project activities will be conducted throughout Marion County and in the contracted service cities of Sublimity, Jefferson, and the East Salem Service District. While impaired driving enforcement will be conducted on all county roadways, particular attention will be paid to the designated safety corridor along McKay/Yergen/Ehlen roads and the planned safety corridor along Cordon/Silverton roads. Additional emphasis will be paid on Lancaster Drive due to the concentration of drinking establishments in the area.

Problem Statement

Problem Statement Impact

Impaired driving continues to be a significant traffic safety concern on Marion County roadways. Drivers impaired by alcohol and/or drugs pose a substantial risk to themselves and others, contributing to serious injury and fatal crashes. Increased enforcement is needed to deter impaired driving behavior and improve safety for all road users.

Problem Statement Summary

In the last five years, Marion County has continued to see an overall upward trend in traffic stops and calls for service related to driving under the influence. The Marion County Sheriff's Office issued 247 citations for DUII in 2021, 233 in 2022, 171 in 2023, 206 in 2024, and 170 in 2025. The magnitude of this problem may be even greater due to current staffing limitations and the absence of dedicated resources for identifying impaired drivers.

From 2021 – 2024, the Marion County Sheriff's Office responded to an increasing number of fatal crashes, many of which involved impairment. In 2021, 17 fatalities (15 impairment related); 2022, 12 fatalities (8 impairment related); 2023, 10 fatalities (10 impairment related); 2024, 9 fatalities (9 impairment related).

In 2025, the Sheriff's Office responded to 17 crashes that resulted in 21 fatalities, though the final count of impairment related deaths is still pending. Of note, the number of impairment related fatalities may be undercounted, as intoxication information is sometimes unavailable in cases of single vehicle fatal crashes.

These data show that impaired driving remains a persistent problem on Marion County roadways and continues to contribute to the county's most serious traffic crashes.

Problem Statement Association

The Marion County Sheriff's Office currently addresses impaired driving through routine enforcement, crash investigations, and DUII investigations conducted by patrol deputies. Deputies routinely identify and investigate impaired drivers during traffic stops, calls for service, and traffic crash responses throughout Marion County.

The Sheriff's Office works in coordination with the Marion-Polk Agencies for Coordinated Traffic Safety (MPACTS) to address impaired driving and other traffic safety issues through high visibility enforcement operations.
The Marion County Inter-Agency Crash Team investigates fatal and serious injury motor vehicle crashes where criminal violations may be a contributing factor, including impaired driving. The team is made up of deputies and officers from the Marion County Sheriff's Office, Keizer Police Department, and Woodburn Police Department. The team responds to crashes within the Sheriff's Office jurisdiction, municipalities within Marion County when requested, and other locations throughout the region and state when requested.

The Sheriff's Office does not currently have personnel dedicated exclusively to impaired driving enforcement. This project would enhance existing efforts by providing dedicated patrol time focused on identifying and removing impaired drivers from Marion County roadways. Project personnel would also support crash investigations by serving as a resource when impaired driving is suspected as a contributing factor.

Project Activities

Activity Name	Description	Start Date	End Date
Impaired Driving Enforcement Patrols	Schedule and deploy overtime funded deputies for dedicated impaired driving enforcement shifts throughout Marion County.	October 01, 2026	September 30, 2027
High-Visibility Enforcement Operations	Organize high visibility enforcement events with Marion-Polk Agencies for Coordinated Traffic Safety (MPACTS) partner agencies.	January 01, 2027	September 30, 2027

Dedicated enforcement	Conduct dedicated proactive traffic enforcement with a focus on detecting signs of impaired driving. Provide secondary response and enforcement support to patrol deputies when impaired driving is suspected during routine calls for service.	January 01, 2027	September 30, 2027
Impaired Driving Crash Investigation Support	Support crash investigations where impairment is suspected, especially those involving fatalities or serious injuries.	January 01, 2027	September 30, 2027
Impaired Driving Enforcement Training	Participate in ongoing training related to Standardized Field Sobriety Tests (SFSTs), drug recognition, impaired driving detection, and legal updates relevant to DUII enforcement.	January 01, 2027	September 30, 2027
Data collection and analysis	Track impaired driving enforcement activities, arrests, citations, and impaired driving-related crashes. Analyze data to identify trends, evaluate project effectiveness, and guide enforcement deployment strategies.	October 01, 2026	September 30, 2027
Public information and outreach	Conduct public awareness and outreach activities that support impaired driving enforcement efforts and increase visibility of DUII enforcement campaigns.	October 01, 2026	September 30, 2027

Sharing Details

The Marion County Sheriff's Office has a dedicated Traffic Safety Team focused on increasing the safety of Marion County roadways through education, engineering (analysis) and enforcement. The team works closely with Marion County Public Works engineers by attending monthly meetings to identify areas of concern and determine how issues can be addressed.

The Sheriff's Office also engages directly with community members by attending neighborhood meetings, public events, and outreach activities throughout Marion County. These events provide opportunities to discuss local traffic safety concerns and share information with residents, community leaders, and stakeholders.

Public events and outreach activities provide the Traffic Safety Team to engage in community education efforts. Community education efforts focus on key traffic safety issues, including seat belt use, distracted driving, driving under the influence of intoxicants (DUII), and other high-risk behaviors that contribute to serious injuries and fatalities on Marion County roadways. Many of these education campaigns are held in partnership with the Oregon Department of Transportation (ODOT), Chemeketa Community College, area schools, and local media. The Traffic Safety Team works with the Community Resource Unit to use public messaging campaigns, especially social media, to promote traffic safety.

In 2024, the Marion County Sheriff's Office joined with other local and state law enforcement agencies to form an interagency task force, Marion-Polk Agencies for Coordinated Traffic Safety (MPACTS). Through this collaborative effort, participating agencies share information, coordinate enforcement initiatives, and promote best practices related to traffic safety. Project activities and outcomes will continue to be shared through MPACTS meetings, community outreach events, partner organizations, and social media channels.

Coordination Required

- ○ Yes
- ◉ No

Independent Detail

Coordination is not required for the Marion County Sheriff's Office to conduct impaired driving enforcement on Marion County roadways. While not required, the Marion County Sheriff's Office will work with Marion-Polk Agencies for Coordinated Traffic Safety (MPACTS), to work collaboratively on traffic safety issues in our area. The Sheriff's Office frequently participates in multi-agency traffic enforcement events with agencies such as the Oregon State Police and Salem Police Department. Particular focus will be given to coordinating traffic safety operations on Lancaster Drive in Salem, the existing county safety corridor along McKay/Ehlen/Yergen roads and the proposed safety corridor along Cordon/Silverton roads, which is anticipated to be formally designated in FY 26-27.

Continuation Detail

The impaired driving enforcement activities supported by this project are dependent on grant funded personnel costs. There is currently no identified local funding source to fully sustain these enhanced enforcement efforts after the grant period ends. The Marion County Sheriff's Office will use the grant period to explore additional funding, including other grant funding opportunities, to continue the program after the current grant ends.

Objectives

Objective	Start Date	End Date
Increase agency DUII enforcement contacts, investigations, and arrests, by a minimum of 5% from the 170 arrests/citations issued in 2025.	October 01, 2026	September 30, 2027
Provide 40 activity hours per week of dedicated impaired driving enforcement for a total of 2,080 activity hours for this project.	October 01, 2026	September 30, 2027

Evaluation Plan

Question
How was sustained DUII enforcement implemented during the project period? Include factors such as number of hours worked and whether deployment strategies (such as location) supported project goals.
What were the results of sustained DUII enforcement activities? Include the number of DUII arrests/citations issued and any significant trends.
What was the impact of sustained DUII enforcement on fatal crashes involving impaired drivers during the project period?

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

Project data will be collected from a variety of existing sources to measure enforcement activity and project outcomes. Timesheet records from deputies assigned to the project will be used to determine the number of impaired driving enforcement hours worked. Computer Aided Dispatch (CAD) and e-citation data will be used to track enforcement activity during project shifts and to assess overall impaired driving arrests and citations within Marion County throughout the project period. E-citation records, in conjunction with data from the state's online crash data viewer, will be used to identify and monitor serious injury and fatal crashes where impairment is a contributing factor. Data will be collected, reviewed, and analyzed at least quarterly to evaluate project performance. Administrative and data support staff will assist with data collection, reporting, and documentation.

Grant Project Budget Summary

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

Budget and Cost Sharing

Detail of TSO Costs

Cost Details	Cost Type	Description	Hours/ # of Units	Rate/ Unit Cost	TSO Total
Personnel Costs	Staff Assigned	Hourly wages for a deputy sheriff to serve as dedicated DUII deputy over 12 months.	2080.00	$50.41	$104,852.80
Personnel Costs	Overtime	Overtime wages for the dedicated DUII deputy to complete implied consent hearings, participate in DUII high visibility enforcement operations and assist with after-hours crash investigations when impaired driving is suspected over 12 months.	100.00	$75.62	$7,562.00
Personnel Benefits		Fringe benefits associated with the hourly wages for the dedicated DUII deputy. Rates are based upon applicable union contracts and are 42.79% for FY 26-27.	1.00	$44,866.51	$44,866.51
Personnel Benefits		Fringe benefits associated with the hourly wages for the dedicated DUII deputy. Rates are based upon applicable union contracts and are 42.79% for FY 26-27.	1.00	$3,235.78	$3,235.78
Overhead/Indirect Costs		Indirect costs. Marion County has a federally negotiated indirect cost rate for the Sheriff's Office for FY 26-27 of 10.5594%.	1.00	$16,949.64	$16,949.64
TOTAL TSO COSTS					$177,466.73

Detail of Funding Match

Funding Match Details	Match Type	Description	Hours/ # of Units	Rate /Unit Cost	Match Total
Personnel Costs	Overtime	Overtime wages for deputies who are members of the Marion County CRASH team and assist with the investigation of serious or fatal injury crashes where alcohol/drug impairment may be a contributing factor.	267.00	$70.34	$18,780.78
Personnel Benefits		Fringe benefits for deputies who are members of the Marion County CRASH team and assist with the investigation of serious or fatal injury crashes where alcohol/drug impairment may be a contributing factor. Rates are based upon applicable union contracts and are 42.79% for FY 26-27.	1.00	$8,029.78	$8,029.78
Equipment		Fleet lease for vehicle assigned to dedicated DUII deputy.	1.00	$20,536.00	$20,536.00
Equipment		In-car video system for vehicle assigned to dedicated DUII deputy.	1.00	$1,132.56	$1,132.56
Other Project Costs	Other Direct Costs	Meals, lodging, and registration for DUII training conference.	2.00	$600.00	$1,200.00
Other Project Costs	Other Direct Costs	Meals, lodging, and registration for two traffic safety team members to attend SFST/ DRE Instructor Training.	2.00	$1,225.00	$2,450.00
Other Project Costs	Other Direct Costs	Meals, lodging, and registration for two traffic safety team members to attend DRE training conference.	2.00	$225.00	$450.00
TOTAL MATCH					$52,579.12

Expense Description

Project costs include salary and fringe for the dedicated DUII deputy as well as overtime costs for the DUII deputy to complete implied consent hearings, assist with after-hours crash investigations where impaired driving is suspected, and conduct additional enforcement operations.

Matching funds for the project will be provided through the fleet lease and costs associated with in-car video system for the vehicle assigned to the dedicated DUII deputy. Additionally, salary and fringe associated with time spent by members of the Marion County CRASH team investigating serious and fatal injury crashes where alcohol/drug impairment may be a factor will also be used to accomplish the project match. No federal funds from other sources will contribute to the match requirement.

Attachments To Include

Will there be positions assigned to the project 500 hours or more and paid with grant funds?:	(●) Yes ( ) No
Is there a contract or service agreement?:	( ) Yes (●) No
Is your organization a non-profit?:	( ) Yes (●) No
Is your organization seeking indirect cost recovery?:	(●) Yes ( ) No
Select indirect expense type:	Negotiated rate with your federal cognizant agency (current letter required)
Indirect Cost Letter:	Marion_County_OR_Federal_Indirect_Rate_FY2026-27.pdf 12.9 MB - 05/27/2026 10:20 AM • Download Total Files: 1
Data Table:	

Job Descriptions:

Class_Spec_Deputy_Sheriff_Enforcement_-_Basic.pdf
553.6 KB - 05/27/2026 10:26 AM

- Download

K_Plus_Pay_Plan_20260806.pdf
108 KB - 08/06/2026 4:42 PM
Total Files: 2

General Document Upload:

Contact Information

Project Director

Project Director Name:	Laura Shaver
Project Director Title:	Management Analyst 2
Project Director Address:	100 High St NE Salem, OR 97301
Project Director Email:	lshaver@co.marion.or.us
Project Director Phone Number:	503-589-3258

Designated Alternate

Designated Alternate Name:	Kristy Witherell
Designated Alternate Title:	Management Analyst 1
Designated Alternate Address:	100 High St NE Salem, OR 97301
Designated Alternate Email:	kwitherell@co.marion.or.us

Designated Alternate Phone Number:	503-373-4402

Authorizing Official

Authorizing Official Name:	Jeremy Landers
Authorizing Official Title:	Undersheriff
Authorizing Official Address:	100 High St NE Salem, OR 97301
Authorizing Official Email:	jlanders@co.marion.or.us
Authorizing Official Phone Number:	503-588-7915

Grant Period

Grant Year:	2027
Project Start Date:	10/01/2026
Project End Date:	09/30/2027
Funding Type:	Federal Funded
Fed Funding Source:	405d
Assistance Listing:	20.616

EXHIBIT C

Standard Terms and Conditions

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

Agreement Terms and Conditions

1. Effective Date. This Agreement is effective on the Effective Date. Reimbursements will be made for Project Costs incurred during the Grant Period.
No Grant Funds are available for expenditures incurred before or after the Grant Period.

2. Project.

a. Description. The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are pre-approved by Agency pursuant to **Section 2b** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

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

c. Conditions of Project Approval. [RESERVED].

3. Grant Funds.

a. Use of Grant Funds. The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit A (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds 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 4b(v) of this Agreement. ODOT will reimburse Grantee only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grantee shall not use Grant Funds for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project 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 11 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.

4. Project Reporting and Management.

a. Definitions

(i) The "Project Director" is responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

(ii) The "Designated Alternate" serves as the authorized backup to the Project Director. This person may sign Quarterly Reports, reimbursement claims, and other required documents when the Project Director is unavailable. Their authority ensures that reporting and reimbursement deadlines are not missed due to scheduling conflicts, vacations, illness, or other circumstances

(iii) The "Authorizing Official" is the signatory of the Grant Agreement and the senior administrator with the legal authority to bind the organization to the terms of the Grant Agreement. This individual approves high-level submissions and ensures that the organization is willing and able to meet the obligations of the Project. The Authorizing Official may not be paid with Grant Funds. The Authorizing Official may be required to sign reimbursement claims when either the Project Director or Designated Alternate is being reimbursed through that claim or is not available. For example, if the Project Director has travel expenses on a claim, the Authorizing Official must sign that specific reimbursement to maintain proper separation of duties.

b. Project Director Responsibilities. The Project Director responsibilities include, but are not limited to:

(i) Accounting. Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 8a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) Personnel. Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) Hours **Worked**. Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) Quarterly **Reports.** Complete quarterly highway safety project reports ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period.

(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. If no expenses were incurred within the calendar quarter, Grantee must submit a Claim for Reimbursement indicating no that no expenses were incurred and that no reimbursement is requested. Claims for Reimbursement:

(A) Must be accompanied by the Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase, unless no expenses were incurred and no reimbursement is requested. 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) May be submitted as often as monthly but must be submitted at least quarterly; and

(C) Must be signed (or electronically signed and approved, if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

c. 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.

d. 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 and C-1 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.

e. Equipment Purchased with Grant Funds.

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing $10,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than $10,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item must be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements**. Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

f. 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, all employers, including Grantee and Grantee's subcontractors, if any, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits of not less than $500,000 each accident. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

5. 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 Period. The Final Report must be submitted within 35 days following the last day of the Grant Period. The report must include the following elements:

a. Objective and Activities. A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

b. Costs. A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time must be identified;

c. Implementation. Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

d. Evaluation. Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

e. Completed Data Table. Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

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

(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.

7. 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 7** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Retention.

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

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project until the date that is the later of: (i) any date required under 2 CFR 200.334 or (ii) six (6) years following the expiration of the Grant Period.

c. Expenditure Records. Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 8 shall survive any expiration or termination of this Agreement.

9. 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-1** as applicable, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Uniform Guidance), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), 16 (Debarment), and 17 (Certification of Conflict of Interest).

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

(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 applicable equal employment opportunity requirements, including applicable provisions of Dept. of Labor regulations (41 CFR Part 60) ;

(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-1.

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 , the Oregon Transportation Commission, and the Oregon Department of Transportation and their respective officers, members, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, cost or expenses, including attorneys' fees, of any nature whatsoever resulting from, arising out of, or relating to, , in whole or in part, the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

(ii) **Insurance.** Grantee shall require the other party, or parties, to each of its subcontractss that are not units of local government as defined in ORS 190.003 to meet the minimum insurance requirements provided in Exhibit F. Grantee shall perform a risk assessment for the work to be performed under its subcontract(s) and may specify insurance requirements for its subcontractor(s) above the minimum insurance requirements specified in Exhibit F. Grantee shall verify that each of its subcontractor(s) meet the minimum insurance requirements in Exhibit F. Any insurance obtained by the other party to Grantee's subcontracts, if any, shall not relieve Grantee of the requirements of **Section** 9 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 656.027, must obtain Workers Compensation Coverage as described in **Section 4**.

(iii) Grantee shall include provisions in each of its subcontracts requiring its subcontractor(s) to comply with the indemnification and insurance requirements within this Subcontractor Indemnity/Insurance section.

10. Termination

a. Termination by Agency. Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

(i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;

(ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
(iv) The Project would not produce results commensurate with the further expenditure of funds; or

(v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or

(vi) Grantee fails to comply with any provision of this Agreement.

b. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

(i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or

(ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

c. Termination by Either Party. If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

11. 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 10.c**;

(iii) Grantee fails to comply with any provision of this Agreement; or

(iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (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.

12. 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 10**;

(ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as provided in **Section 6**.

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 sole remedy will be for disbursement of the Grant for Costs of the Project properly incurred, not to exceed the Grant Amount, less any claims Agency has against Grantee.

13. General Provisions.

a. Contribution and Indemnification

1. Contribution. If Grantee is a unit of local government as defined in ORS 190.003, then:

(i) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against Agency or Grantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

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

(iv) This **Section 13.a.1.** shall survive any expiration or termination of this Agreement.

2. Indemnification. If Grantee is NOT a unit of local government as defined in ORS 190.003, then:

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

(ii) State shall reasonably cooperate in good faith, at Grantee's reasonable expense, in the defense of a covered claim. Grantee shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Grantee. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, State, its officers, employees or agents. State may elect to assume its own defense with an attorney of its own choice and its own expense at any time State determines important governmental interests are at stake. State agrees to promptly provide Grantee with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Grantee may

defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of State, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) This **Section 13.a.2.** shall survive any expiration or termination of this Agreement.
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. Insurance. If Grantee is NOT a unit of local government as defined in ORS 190.003, then Grantee shall meet the insurance requirements within Exhibit G.

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

e. 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.

f. 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.

g. Notices. Except as otherwise expressly provided in this Agreement, any communications or notices from Grantee to ODOT shall be given in writing and submitted electronically via ODOT's grant management system. Any communications from ODOT to Grantee shall be provided by personal delivery, facsimile, or email, to Grantee Project Director identified in Exhibit A in the Grant Agreement Cover and Signature Page or to such other addresses or numbers as either Grantee 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 . 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.

h. 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.*

i. 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.

j. 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.

k. 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.

l. 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.

m. 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.

Exhibit C-1
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. Grantee shall comply and require all subcontractors to comply with all applicable equal employment opportunity requirements, including applicable provisions of 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 Clean 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. Under 2 CFR 200.501, if Grantee receives federal awards in excess of $1,000,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

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 through 200.327, 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 applicable 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); and

• 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.

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 2l 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 under this Agreement 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.

Grantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires Grantee 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, Grantee 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. Grantee will not use Grant Funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

13. 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 Grantee, 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, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. Grantee 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. If Grantee fails to file the required certification it shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

14. Restriction on State Lobbying. None of the Grant 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.

15. Certification Regarding Debarment and Suspension.

1. Grantee 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 agreement 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 agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. If Grantee is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this agreement.

Instructions for Lower Tier Certification

1. By signing and submitting this agreement, the Grantee 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. Grantee shall provide immediate written notice to the person to which this proposal is submitted if at any time Grantee 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 agreement is submitted for assistance in obtaining a copy of those regulations.

5. Grantee agrees by submitting this agreement 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. Grantee agrees by submitting this agreement that is 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. Grantee 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. Grantee 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, if Grantee 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, Grantee may pursue available remedies, including suspension or debarment.

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

1. Grantee certifies, by submission of this agreement, 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 Grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

16. Certification on Conflict of Interest. No employee, officer or agent of Grantee who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this Agreement shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. Grantee shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a. The code or standards shall provide that Grantee's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub awardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. Grantee shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

Grantee, including its officers, employees or agents, shall not perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1.Grantee shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from Grantee. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Oregon Department of Transportation

EXHIBIT D
The Federal Funding Accountability and Transparency Act (FFATA)

Activity Type: Federal Funding Accountability and Transparency Act (FFATA) Data

Status: FFATA Completed

Owner: Laura Shaver

Staff: Rosalee Senger

The Federal Funding Accountability and Transparency Act (FFATA)

FFATA is designed to increase transparency and improve the public's access to federal government informatio
end, FFATA, as amended, requires that executive compensation data be reported for all new federal grants fun
$30,000 or more with an award date on or after October 1, 2010. As such, Oregon Department of Transportatio
must report executive compensation data as addressed in this Exhibit D. The certifications below represent ma
facts upon which ODOT relies when reporting information to the federal government required under federal law
later determines that the subrecipient knowingly rendered an erroneous certification, ODOT may pursue all ava
remedies in accordance with Oregon and U.S. law. Signor further agrees that it will provide immediate written n
ODOT if at any time Signor learns that any of the certifications provided for below were erroneous when submit
have since become erroneous by reason of changed circumstances.

**If the Signor cannot certify all of the statements contained in this section, Signor must provide written
ODOT detailing which of the below statements it cannot certify and why.**

More detailed information regarding FFATA can be located at
https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08

Sub-Recipient Information

Legal Name of Subrecipient

Marion County Sheriff's Office

Street Address

100 High St NE Salem, OR 97301

City

Salem

State

Oregon

ZIP

97301

ZIP Code (9 Digits)

9-digits Required. www.usps.com

973013640

Subrecipient Unique Entity Identifier

> 12-digits Required https://sam.gov/content/home

FCG7FDMD87L9

FFATA Contact # 1

Name

Laura Shaver

Email

lshaver@co.marion.or.us

Phone

503-589-3258

FFATA Contact # 2

Name

Kristy Witherell

Email

KWitherell@co.marion.or.us

Phone

503-373-4402

Executive Compensation Information

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year?

No

A - Certification Regarding % of Annual Gross from Federal Awards.

> Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

No

B - Certification Regarding Amount of Annual Gross from Federal Awards.

> Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

No

C - Certification Regarding Public Access to Compensation Information.

> If your answer is "Yes" to both question "A" and "B", you must answer question "C".
> If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.
>
> Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

--Select One--

I hereby certify the information contained on this form is complete and accurate to the best of my knowledge

☑ Acknowledge

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Name: Laura Shaver

Title: Management Analyst 2

Oregon Department of Transportation

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

Activity Type: Federal Award Identification

Status: Completed

Owner: Naomi Dwyer

Staff: Naomi Dwyer

Federal Award Identification

Subrecipient Name

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

Marion County Sheriff's Office

Subrecipient Unique Entity Identifier

> e.g. UEI number

FCG7FDMD87L9

Federal Award Identification Number (FAIN)

69A3752630000405DORM

Federal Award Date

10/01/2026

Sub-award Period of Performance Start Date

10/01/2026

Sub-award Period of Performance End Date

09/30/2027

Sub-award Budget Period Start Date

10/01/2027

Sub-award Budget Period End Date

09/30/2026

Total Amount of Federal Funds Obligated by this Agreement

$177,466.73

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

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

$177,466.73

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

$177,466.73

Federal Award Project Description:

The Marion County Sheriff's Office (MCSO) aims to reduce the significant number of traffic-related deaths and serious injury crashes on county roadways through sustained impaired driving enforcement.

This project will support this goal by providing 2,080 hours of dedicated impaired driving enforcement activity. Due to current budgetary and staffing constraints, MCSO is unable to dedicate staff to impaired driving enforcement without additional resources. Deputies assigned to the project will be available to proactively enforce impaired driving, assist other deputies who encounter impaired drivers during routine patrols, and serve as a resource during investigations when impaired driving is suspected as a contributing factor to crashes. Impaired driving enforcement will begin in October 2026 and occur throughout the grant period. Dedicated enforcement will focus on evenings, weekends, holidays, and other times associated with elevated impaired driving activity.

Project activities will be conducted throughout Marion County and in the contracted service cities of Sublimity, Jefferson, and the East Salem Service District. While impaired driving enforcement will be conducted on all county roadways, particular attention will be paid to the designated safety corridor along McKay/Yergen/Ehlen roads and the planned safety corridor along Cordon/Silverton roads. Additional emphasis will be paid on Lancaster Drive due to the concentration of drinking establishments in the area.

Name of Federal Awarding Agency

NHTSA

Name of pass-through entity

ODOT Transportation Safety Office

Contact information for awarding official of the pass-through entity

LeeAnne Fergason

Assistance Listings Number and Title

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

20.616

Assistance Listings Amount

$177,466.73

Is Award Research and Development?

- ○ Yes
- ◉ No

Indirect cost rate for the Federal award

10.56%

Vendor or Sub-Recipient Determination

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

- ◉ Grantee is a subrecipient
- ○ Grantee is a vendor
- ○ Not Applicable

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

1. GENERAL.

a. Grantee shall require in its subcontracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its subcontractors: i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subcontract commences, and ii) maintain the insurance in full force throughout the duration of the subcontract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the state of Oregon and that are acceptable to the Grantee. Grantee shall not authorize work to begin under subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the subcontract permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Grantee permit work under a subcontract when Grantee is aware that the subcontractor is not in compliance with the insurance requirements.

b. The insurance specified below is a minimum requirement that the Grantee shall require each of its subcontractors to meet, and shall include such requirement in each of Grantee's subcontracts with its subcontractors. Grantee may determine insurance types and amounts in excess of the minimum requirements as deemed appropriate based on the risks of the work outlined within the subcontract.

c. Grantee shall require each of its subcontractors to require that all of its contractors carry insurance coverage that the subcontractor deems appropriate based on the risks of the contracted work. Grantee's subcontractors shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subcontractor contract(s).

2. TYPES AND AMOUNTS.

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

All employers, including Grantee's subcontractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits not less than $500,000 each accident. **Grantee's subcontractors shall require compliance with these requirements in each of their contractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Grantee's subcontractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than **$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability insurance covering business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than **$1,000,000**.

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. ADDITIONAL INSURED.

The liability coverages, except Workers' Compensation/Employer's Liability, if included, must endorse the **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the subcontractor's activities to be performed under the subcontract. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to the Grantee.

3. NOTICE OF CANCELLATION OR CHANGE.

The subcontractor or its insurer must provide thirty (30) days' written notice to Grantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) OF INSURANCE.

Grantee shall obtain from the subcontractor a certificate(s) of insurance for all required insurance before the subcontractor performs under the subcontract. The certificate(s) of insurance must identify or attach endorsements that endorse: i) **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Workers' Compensation/Employer's Liability.

The Grantee shall immediately notify ODOT of any change in insurance coverage.

EXHIBIT G
GRANTEE INSURANCE REQUIREMENTS

1. GENERAL.

a. If Grantee is NOT a unit of local government as defined in ORS 190.003, then Grantee shall: i) obtain at the Grantee's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the state of Oregon and that are acceptable to ODOT. Coverage shall be primary and noncontributory with any other insurance and self-insurance with the exception of Workers' Compensation/Employer's Liability. Grantee shall pay for all deductibles, self-insurance retention and self-insurance, if any.

b. INSURANCE REQUIREMENT REVIEW.
Grantee agrees to periodic review of insurance requirements by ODOT under this Agreement and to provide updated requirements as mutually agreed upon by Grantee and ODOT.

2. TYPES AND AMOUNTS.

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.
All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with coverage limits of not less than $500,000 each accident.

b. COMMERCIAL GENERAL LIABILITY.
Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Grantee shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability insurance shall not be less than the following amounts as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than **$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **$2,000,000**.

c. AUTOMOBILE LIABILITY.
Automobile Liability insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property damage. Automobile Liability insurance shall not be less than the following amount as determined by ODOT:

Coverage shall be written with a combined single limit of not less than **$1,000,000**.

d. EXCESS/UMBRELLA LIABILITY.
A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. ADDITIONAL INSURED.
The liability insurance coverages, except Workers' Compensation/Employer's Liability, if included, must endorse the "**State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the Grantee's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to ODOT.

3. **NOTICE OF CANCELLATION OR CHANGE.**
Grantee or its insurer must provide thirty (30) days' written notice to ODOT before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. **CERTIFICATE(S) OF INSURANCE.**
ODOT shall obtain from Grantee a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) of insurance must identify or attach endorsements that endorse: i) **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception Workers' Compensation/Employer's Liability.

5. **STATE ACCEPTANCE.**
All insurance providers are subject to ODOT acceptance. If requested by ODOT, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODOT's representatives responsible for verification of the insurance coverages required under this **Exhibit G**.