MARION COUNTY BOARD OF COMMISSIONERS

"Delivering Excellence Everyday"

Wednesday, October 28, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

CONSENT

ASSESSOR'S OFFICE

1. Approve a Sole Source Determination to enter into a three-year contract with Eagleview, dba, Pictometry International Corporation to provide aerial imagery services for Geographic Information System (GIS) imagery data.

COMMUNITY AND ECONOMIC DEVELOPMENT

2. Approve the Tourism Grant Agreement with the North Marion Tourism Collaborative to provide $150,000 in Oregon Lottery funds for the implementation of the North Marion Marketing Plan to support tourism-related efforts in the northern region of Marion County with an agreement term date retroactive to July 1, 2026, through June 30, 2029.

3. Approve the Tourism Grant Agreement with Travel Salem to provide $300,000 in Oregon Lottery funds to support tourism-related efforts in Marion County with an agreement term date retroactive to July 1, 2026, through June 30, 2029.

4. Approve Amendment #3 to the Intergovernmental Agreement (IGA) with the Mid-Willamette Valley Council of Governments (MWVCOG) to add federal Community Development Block Grant (CDGB) funding in the amount of $245,143 for a new not-to-exceed IGA total of $2,417,967 to help support the Homeowner Residential Rehabilitation Program for low-to-moderate income residents and extend the IGA term date to August 1, 2028.

5. Approve the Subrecipient Agreement with the City of Woodburn to provide federal Community Development Block Grant (CDGB) funding in the not-to-exceed amount of $250,000 to help support the purchase of commercial kitchen fixtures and community event facility fixtures for the recently reconstructed community center with an agreement term date retroactive to July 1, 2026, through June 30, 2028.

6. Approve Amendment #3 to the Contract for Services with DevNW to add federal Home Investment Partnerships Program (HOME) Grant funding in the amount of $57,500 to the Home Buyer Assistance (HBA) Program for a new contract total of $200,000 to help support services that provide down payment assistance to low-to-moderate income residents in Marion County and extend the contracts ending term date to December 31, 2027.

DISTRICT ATTORNEY'S OFFICE

7. Approve Amendment #1 to the incoming funds 2025-2026 Victims Of Crime Act (VOCA) and Criminal Fines Account (CFA) Non-Competitive Grant Agreement with the Oregon Department of Justice, Crime Victim and Survivor Services Division, to add $631,810.01 for a new agreement total of $1,263,619.62 and extend the agreement term date to September 30, 2027, to support the provision of direct victim services for victims of crime.

7.5 Approve a Sole Source Determination to enter into a three-year contract with Karpel Solutions for PROSECUTOR-by-Karpel (PbK) case management software and related services to assist with rising child support caseloads.
Revised 10/28/2026: Motion made and approved to add this item to the agenda.

HUMAN RESOURCES

8. Approve the ratification of the Marion County Oregon Nurses Association (ONA) Collective Bargaining Agreement (CBA), effective July 1, 2026, through June 30, 2028, with the estimated additional cost of this agreement being $259,881 for the duration of the contract.

9. Approve Amendment #2 to the Service Agreement with Absorb Software North America, LLC, to add $57,160.47 for a new agreement total of $167,741.94 and extend the agreement term date to November 30, 2027, for the licensing, maintenance, and support of an enterprise Learning Management System (LMS).

PUBLIC WORKS

10. Approve Amendment #3 to the Purchase Order with Carson Oil Company to add $1,700,000 for a new PO total of $8,200,000 and extend the PO term date to December 31, 2027, for the purchase of bulk fuel for Marion County's light duty vehicle fleet and heavy equipment fleet that supports operations across multiple county departments.

11. Approve the Tower Space Lease Agreement with Polk County in the estimated amount of $171,488 for the lease of tower space on Polk County's communications tower, located on Eagle Crest Drive, for the Marion County Radio Project that will be utilized by first responders, with an agreement term date retroactive to October 1, 2026, through December 31, 2033.

12. Approve countersigning a Property Line Adjustment Deed between Marion County and Paula L. Gulliford, Trustee of the Gulliford Living Trust, to swap equal square footage for Marion County tax lot 093E26C001000, commonly referred to as 360 East Central Avenue, Gates, Oregon, 97346, and tax lot 093E26C000900, commonly referred to as Minto Park, to resolve an encroachment issue, with no funds changing hands.

SHERIFF'S OFFICE

13. Approve Amendment #6 to the Purchase Order (PO) with Oxford House, Inc., to add $40,000 due to an increase in Law Enforcement Assisted Diversion (LEAD) and community corrections client placements across all Oxford House facilities, for a new PO total of $222,400, with no change to the ending term date of June 30, 2027.

ACTION

HEALTH AND HUMAN SERVICES

14. Consider approval of a Memorandum of Understanding (MOU) between Marion County Health and Human Services and Mid Valley SRTF, LLC, dba, Mid Valley Treatment to define the relationship between the two parties for the purpose of facilitating mental and behavioral health services to persons in common services areas with an agreement ending term date of December 31, 2029. –Troy Gregg and Debbie Wells

PUBLIC WORKS

15. Consider approval of the incoming funds Supplemental Project Agreement with the Oregon Department of Transportation in the amount of $538,152, of which an estimated $511,244.40 will utilize federal funding and an estimated $26,907.60 will utilize county funding, for the installation of traffic safety enhancements on River Road NE and French Prairie Road NE with an agreement ending term date of December 31, 2035.
–Ryan Crowther

PUBLIC HEARINGS
Starting no earlier than 9:00 a.m.

None.

Members of the public may submit written testimony by email to PublicHearings@co.marion.or.us For agenda items where in-person testimony is allowed, the public may sign up to provide testimony by telephone by emailing PublicHearings@co.marion.or.us at least 24 hours before the meeting. The email must specify the meeting date/time and agenda topic for which testimony is being submitted. For telephone testimony requests, the email must also include your name and the phone number that staff should use to call you at the appropriate time.

If you require interpreter assistance, an assistive listening device, large print material or other accommodations, call 503-588-5212 at least 48 hours in advance of the meeting. TTY 503-588-5168 Si necesita servicios de interprete, equipo auditivo, material copiado en letra grande, o culaquier otra acomodacion, por favor llame al 503-588-5212 por lo menos 48 horas con anticipacion a la reunion. TTY 503-588-5168 Marion County is on the Internet at: www.co.marion.or.us

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/28/2026

Department: Assessor's Office

Title: Sole Source Approval for Aerial Imagery

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

Time Required: 5 min **Contact:** Rachael Estill **Phone:** 5128

Requested Action:

The Marion County Assessor's Office is requesting approval for using Sole Source procurement for annual Aerial Imagery.

Issue, Description & Background:

County has been contracting with EagleView (dba Pictometry International Corp.) since 2016 for aerial imagery services to include five separate imagery captures. This work was initially performed under Oregon Master Services Agreement #7539, and since 2025 under a sole-source procurement. Beginning with the Spring 2027 capture, the County is moving from a biennial (every two years) to an annual capture cycle to meet its business requirement for current, leaf-off imagery. EagleView uses a proprietary file format for storing and hosting oblique imagery, which is an industry standard. This format is not interoperable with any other vendor or system and cannot be migrated to an alternate solution. County posted a Request for Information (RFI) to determine findings to support a Sole Source award and it closed 9/30 with no responses.

Financial Impacts:

This project is budgeted through the CIP process (#27-105) for $328,954 over two years, and with advancements in technology, the County is able to get annual imagery for nearly the same cost as previous biennial flights. Quote for the two flights over two years totals $298,151.20.

Impacts to Department & External Agencies:

High resolution aerial imagery supports a broad range of core County functions such as property assessment, land-use planning, building inspections, economic development, emergency management, environmental services, capital project planning, and land-development permitting. County departments, partner agencies, and the public rely on this imagery to inform decision-making and enhance operational efficiency across programs and services.

List of attachments: Quote, RFI, Brand Name Specification

Presenter: Tom Rohlfing

Department Head Signature: trohlfing

Digitally signed by trohlfing
Date: 2026.10.14 11:19:11 -07'00'

SOLE SOURCE DETERMINATION

AO1861-26

for

Aerial Imagery for GIS Imagery Data

1. PURPOSE

Marion County Assessor's Office (County) is conducting a Sole Source Procurement pursuant to ORS 279B.075 and MCPCR 20-0275.

If approved, the County intends to award a contract to EagleView (dba Pictometry International Corp.) for the EagleView imagery services as a Sole-Source award. The initial term of the Contract is anticipated to be three years with options to renew an additional year.

2. BACKGROUND

County has been contracting with EagleView (dba Pictometry International Corp.) since 2016 for aerial imagery services. This work was initially performed under Oregon Master Services Agreement #7539, and since 2025 under a sole-source procurement. Services include ortho mosaic and oblique imagery captures, hosting services, and their Connect Explorer web platform and APIs (Connect) for viewing the imagery.

County has acquired five separate imagery captures since 2016. Beginning with the Spring 2027 capture, the County is moving from a biennial (every two years) to an annual capture cycle to meet its business requirement for current, leaf-off imagery.

EagleView's imagery services, including both ortho mosaic and 45-degree oblique imagery, are used by multiple County departments to visualize the state of properties and other county assets through time and help establish a timeline of changes at both the landscape and property level.

3. REQUIREMENTS

Pursuant to MCPCR 20-0275 The county may award a contract without competition as sole source procurement pursuant to the requirements of ORS 279B.075.

The County must determine that the goods or services, or class of goods or services, are available from only one source. The county's determination of a sole source must be based on written findings that may include:

(a) The efficient utilization of existing goods or services requires the acquisition of compatible goods or services;

(b) The goods or services required for the exchange of software or data with other public or private agencies are available from only one source;

(c) The goods or services are for use in a pilot or an experimental project; or

(d) Other findings that support the conclusion that the goods or services are available from only one source.

4. DETERMINATION AND FINDINGS

A. ORS 279B.075(2)(a)

The efficient utilization of existing goods or services requires the acquisition of compatible goods or services;

EagleView uses a proprietary file format for storing and hosting oblique imagery, which is an industry standard. This format is not interoperable with any other vendor or system and cannot be migrated to an alternate solution.

County has acquired four separate imagery captures under contract with the current vendor (2016, 2019, 2021, 2023, 2025). County needs to be able to maintain the existing system/vendor in order to maximize value from these County-owned resources.

Standardizing on one system and one vendor for imagery enables the County to access historic and current imagery in a single platform supporting efficient analysis and visualization of changes to properties and County assets over time.

B. ORS 279B.075(2)(b)

That the goods or services required to exchange software or data with other public or private agencies are available from only one source;

Pursuant to the County's strategic goals and objectives for technology solutions, County requires one system of record for enterprise data.

Standardizing on one system and one vendor for imagery enables the County to access historic and current imagery in a single platform supporting efficient analysis and visualization of changes to properties and County assets over time.

C. ORS 279B.075(2)(c)

That the goods or services are for use in a pilot or an experimental project; or

N/A

D. ORS 279B.075(2)(d)

Other findings that support the conclusion that the goods or services are available from only one source.

Maintaining the current vendor for the next scheduled imagery capture (Spring, 2027) will enable County to meet the timely requirements for capturing leaf-off imagery, on a near-annual basis.

County would no longer be able to provide its departments and its customers with an efficient method for accessing historic imagery alongside current imagery for performing comparative analysis.

County would not be able to meet the timely requirement for its next scheduled imagery capture during the Spring months (March – April) of 2027.

i Request for Information

Request for Information AO1861-26 was issued on September 23, 2026 with a response due date of September 30, 2026, providing the public the opportunity to provide information regarding the availability of ortho mosaic and oblique imagery captures, hosting services, and their Connect Explorer web platform and APIs (Connect) for viewing the imagery through a provider other than EagleView (dba Pictometry International Corp.). No responses were received as a result of this posting.

ii Brand Name Specification

A Brand Name Specification was completed and included with the Request for Information to demonstrate the findings that only EagleView's Connect Explorer web platform and APIs (Connect) will meet the need of the Assessor's Office.

5. REVIEW AND APPROVAL

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____

Chair Date

_____

Commissioner Date

_____

Commissioner Date

REQUEST FOR INFORMATION

AO1861-26

for

Aerial Imagery for GIS Imagery Data

Release Date: **September 23, 2026**

Response Due Date: **September 30, 2026 – 2:00PM Pacific Time**

Submit questions and responses via the Marion County Procurement Collaboration Portal

https://contracts-marioncountygcc.msappproxy.net/gateway/

Instructions are listed in Section 7

Electronic copies of this RFI and attachments, if any, can be obtained from the Marion County Procurement Collaboration Portal at the URL listed above

1. INTRODUCTION

Marion County Assessor's Office (County) is planning to award a Contract to EagleView (dba Pictometry International Corp.) for the EagleView imagery services as a Sole-Source award. The County is required to demonstrate that these services are available from only one source. The County is seeking information from individuals, firms, teams, or consultants, with knowledge and experience related to this request.

2. BACKGROUND

Located in the heart of the Mid-Willamette Valley, Marion County has a population of 355,777, stretches from the Willamette River to the Cascade Mountains, and encompasses nearly 1,200 square miles. Marion County has 20 cities, including Oregon's capital, Salem. The Marion County government organization is headed by an elected Board of Commissioners and has 15 departments, seven of which are headed by elected officials.

County has been contracting with EagleView since 2016 for aerial imagery services. This work was initially performed under Oregon Master Services Agreement #7539, and since 2025 under a sole-source procurement. Services include ortho mosaic and oblique imagery captures, hosting services, and their Connect Explorer web platform and APIs (Connect) for viewing the imagery.

County has acquired five separate imagery captures with EagleView. Beginning with the 2027 capture, the County is moving from a biennial (every two years) to an annual capture cycle 2027 to meet its business requirement for current, leaf-off imagery.

EagleView's imagery services, including both ortho mosaic and 45-degree oblique imagery, are used by multiple County departments to visualize the state of properties and other County assets through time and help establish a timeline of changes at both the landscape and property level.

3. PURPOSE

This RFI is being issued to ensure that the *Connect Explorer web platform and APIs (Connect)* are only available from one source, EagleView. If the responses or lack of responses from this RFI confirm these services are only available from one source, a Sole Source Contract will be awarded in accordance with MCPCR 20-0275 and ORS 279B.075.

4. BRAND NAME SPECIFICATIONS

A brand name specification has been completed and is available to download from the Marion County Procurement Collaboration Portal.

5. FINDINGS

County has acquired five separate imagery captures under contract with the current vendor (2016, 2019, 2021, 2023, 2025). County needs to be able to maintain the existing system in order to maximize value from these County-owned resources.

A. Pursuant to MCPCR 20-0275(2)(a): Compatibility. Provide findings supporting your determination that the efficient utilization of existing goods requires the acquisition of compatible goods or services from only one source.

EagleView is the system currently employed by the County for accessing and utilizing aerial imagery services. EagleView uses a proprietary file format for storing and hosting oblique imagery, which is an industry standard. This format is not interoperable with any other vendor or system and cannot be migrated to an alternate solution.

B. Pursuant to MCPCR 20-0275(2)(d): Other findings that support the conclusion that the goods or services are available from only one source.

Pursuant to the County's strategic goals and objectives for technology solutions, County requires one system of record for enterprise data.

Standardizing on one system and one vendor for imagery enables the County to access historic and current imagery in a single platform supporting efficient analysis and visualization of changes to properties and County assets over time.

6. REQUEST

Submit a response to this RFI if you are able to provide *Connect Explorer web platform and APIs (Connect)* aerial imagery software.

7. RESPONSE INSTRUCTIONS

A. Log Into the Procurement Collaboration Portal

i Go to the Marion County Procurement Collaboration Portal which can be found at: https://contracts-marioncountygcc.msappproxy.net/gateway/

ii Sign In or Create an Account

iii Creating an account MUST be completed 15-30 minutes before files will be able to be submitted through the portal.

B. Solicitations Tab

i At the top of the page, hover over Solicitations

ii Select Search All Solicitations

iii Click View next to the applicable solicitation

C. Opportunity Details

i ***Viewing Documents*** – Scroll down the page to the Files, Documents, Images section, Public Files: subsection. Here you will find all of the relevant files.

ii ***Submitting a Question*** – If you would like to submit a question, scroll down the page to the Questions & Answers section. Type your question in the My Questions/Answers text box and click the Ask Question box.

iii ***Register as Respondent*** - If you are interested in responding to the posting, click the button Register as Respondent on the left side of the screen.

iv ***Submitting Documents*** – If you would like to submit a response to this posting, scroll down the page to the Files, Documents, Images section, My Files: subsection. Here you will Select a file, select a File Category, and type a description before clicking the Save File button.

v ***Response Status*** – Once you have registered as a respondent and submitted documents, scroll to the bottom of the page to the Response Status section and select the appropriate status for your submission, then click Submit.

8. PUBLIC RECORDS

Respondents should be aware that any records they submit to the County shall become the property of the County and a public record, subject to public disclosure as provided under Oregon's Public Records Law.

If it is necessary to submit trade secrets or other confidential information in order to comply with the terms and conditions of this RFI, Responders shall label any information that it wishes to protect from disclosure to third parties as a trade secret under ORS 192.501(2) with the following: "This material constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law." Each page containing the trade secret or other confidential information must be so marked.

The County shall take reasonable measures to hold in confidence all such labeled information but shall not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise and shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

In submitting a response, each respondent agrees that the County may; (a) reveal any trade secret or other confidential materials contained in the proposal to County staff and to any outside consultant or third party who is hired by the County and (b) post the response on the County's intranet for purposes related to its evaluation. Furthermore, each proposer agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the respondent has designated as a trade secret and/or as confidential information. Any respondent that designates its entire response as a trade secret may be disqualified.

9. DISCLAIMER

This RFI is issued solely for determining findings to support a Sole Source award; it does not constitute a solicitation. There will not be an evaluation or scoring of the material submitted. No information received in response to this RFI will be returned. Responses to this notice are not an offer and cannot be accepted by the County to form a binding contract. Respondents will not necessarily be notified the result of this RFI, or future solicitation opportunities.

BRAND NAME SPECIFICATION

for

AO1861-26

AERIAL IMAGERY FOR GIS IMAGERY DATA

Marion County Assessor's Office (County) is issuing a solicitation that includes a Brand Name Specification pursuant to ORS 279B.215(2).

1. REQUIREMENTS

ORS 279B.215(2) A brand name specification may be prepared and used only if the contracting agency determines for a solicitation or a class of solicitations that only the identified brand name specification will meet the needs of the contracting agency based on one or more of the following written determinations:

(a) That use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts;

(b) That use of a brand name specification would result in substantial cost savings to the contracting agency;

(c) That there is only one manufacturer or seller of the product of the quality, performance or functionality required; or

(d) That efficient utilization of existing goods requires the acquisition of compatible goods or services.

2. DETERMINATION AND FINDINGS

A. ORS 279B.215(2)(a)

That use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts;

N/A

B. ORS 279B.215(2)(b)

That use of a brand name specification would result in substantial cost savings to the contracting agency;

i Background:

County has been contracting with EagleView (dba Pictometry International Corp.) since 2016 for aerial imagery services. This work was initially performed under Oregon Master Services Agreement #7539, and since 2025 under a sole-source procurement. Services include ortho mosaic and oblique imagery captures, hosting services, and their Connect Explorer web platform and APIs (Connect) for viewing the imagery.

County has acquired five separate imagery captures since 2016. Beginning with the Spring 2027 capture, the County is moving from a biennial (every two years) to an annual capture cycle to meet its business requirement for current, leaf-off imagery.

EagleView's imagery services, including both ortho mosaic and 45-degree oblique imagery, are used by multiple County departments to visualize the state of properties and other county assets through time and help establish a timeline of changes at both the landscape and property level.

For the purposes of this document, the terms *ortho mosaic* imagery and *oblique imagery* are defined below:

Ortho mosaic imagery refers to a standard orthophoto map produced through a mosaicking process which incorporates digital elevation data and other geometric processing to stitch together high-resolution ortho photos into a seamless, spatially accurate, top-down view of the area of interest.

Oblique imagery refers to aerial photos captured at an approximate 45-degree angle with the ground, with views from all cardinal directions to provide a 360-view of the

area of interest. The oblique images are georeferenced to enable accurate measurements of height, distance, area and slope.

Below is a screen capture of EagleView's Connect Explorer showing a side-by-side comparison of ortho imagery on the left with oblique imagery on the right.



EagleView uses a proprietary file format for storing and hosting oblique imagery, which is an industry standard. This format is not interoperable with any other vendor or system and cannot be migrated to an alternate solution.

Pursuant to the county's strategic goals and objectives for technology solutions, County requires one system of record for enterprise data.

ii Determination

Standardizing on one system for aerial imagery meets the County's technology goals and objectives and increases cost effectiveness by minimizing the need for staff to maintain multiple systems for enterprise data.

If the current vendor is not maintained, to continue access to already purchased goods and services:

1. The historic **ortho mosaic** imagery will need to be migrated and hosted by a new vendor. County has estimated the effort and cost required to host the historic ortho mosaic imagery in Esri's ArcGIS Online. Esri's cloud platform

ArcGIS Online is an existing component of County's enterprise GIS and is the only County-owned alternative for hosting the ortho mosaic imagery.

a. *Effort Estimate*: 340 hours, or 0.16 FTE, of County GIS Analyst time for standardizing, processing and publishing imagery services, and updating service references in County maps and applications.

b. *Cost Estimate:* $13,100 per year, increasing by $2,600 per year for each new capture to host and store the imagery services and data in ArcGIS Online. (does not include staffing costs)

2. The historic **oblique** imagery is not interoperable with any other vendor or system and cannot be migrated to an alternate solution. EagleView provided a cost estimate of $20,000 *per year* to access historical County-owned oblique imagery.

C. ORS 279B.215(2)(c)

That there is only one manufacturer or seller of the product of the quality, performance or functionality required; or

N/A

D. ORS 279B.215(2)(d)

That efficient utilization of existing goods requires the acquisition of compatible goods or services.

County has acquired four separate imagery captures under contract with the current vendor (2016, 2019, 2021, 2023, 2025). County needs to be able to maintain the existing system/vendor in order to maximize value from these County-owned resources.

Standardizing on one system and one vendor for imagery enables the County to access historic and current imagery in a single platform supporting efficient analysis and visualization of changes to properties and County assets over time. Below is a screen

capture of EagleView's Connect Explorer showing a residential development in 2016 on the left, and 2023 on the right.



In addition, maintaining the current vendor for the next scheduled imagery capture (Spring, 2027) will enable County to meet the timely requirements for capturing leaf-off imagery, on a near-annual basis.

If the current vendor is not maintained:

1. County, its departments, and its customers would no longer be able to access current and historic imagery in the same system.

2. County would need to maintain up to three separate systems to continue to access both current and historical imagery.

    a. Historic ortho mosaic imagery would be hosted in ArcGIS Online.

    b. Historic oblique imagery would be hosted in EagleView's Connect Explorer platform.

    c. Current and future ortho and oblique imagery would be hosted in a separate proprietary system provided by a new vendor.

3. County would no longer be able to provide its departments and customers an efficient method for accessing historic imagery alongside current imagery for performing comparative analysis.

4. County would not be able to meet the timely requirement for its next scheduled imagery capture during the Spring months (March – April) of 2027.

Budget Proposal

Proposal for: Marion County, OR
Project Name: EV Cloud - 2" and 6"
Quote Number: Q-65934
Contract Term: 2 Year(s)
Number of Projects: 2

Pictometry International Corp
25 Methodist Hill Drive
Rochester, NY 14623

EagleView Rep: Megan Reilly
Phone Number:
Email: megan.reilly@eagleview.com
Expiration Date: 2/28/2027

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Project Summary
Project 1 Total: USD 190876.00
Project 2 Total: USD 107275.20

Project 1

QTY	Product Name	List Price	Disc (%)	Customer Unit Price	Subtotal
408.00	Eagleview Reveal - 2in	USD 285.0000	22.86	USD 219.8529	USD 89,699.98
454.00	Eagleview Reveal - 6in	USD 145.0000	7.51	USD 134.1079	USD 60,884.99
408.00	Eagleview Reveal - Physical Delivery - Orthomosaic - 2in	USD 10.0000	100.00	USD 0.0000	USD 0.00
454.00	Eagleview Reveal - Physical Delivery - Orthomosaic - 6in	USD 10.0000	100.00	USD 0.0000	USD 0.00
862.00	Eagleview Reveal - Physical Delivery - Combined Orthomosaic - Sqmi	USD 0.0000		USD 0.0000	USD 0.00
1.00	Eagleview Cloud - Software - Plus	USD 10,500.0000	66.67	USD 3,500.0300	USD 3,500.03
1.00	EagleView Cloud - Authorized Subdivisions	USD 9,500.0000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Comprehensive Integration Bundle	USD 15,000.0000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Disaster Response Program	USD 7,529.2485	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Early Access	USD 5,000.0000	100.00	USD 0.0000	USD 0.00
12.00	EagleView Cloud - Capture History	USD 15,058.4970	100.00	USD 0.0000	USD 0.00
1.00	Futureview - Conference + Hotel	USD 3,699.0000	0.00	USD 3,699.0000	USD 3,699.00
658.00	EagleView Cloud - Impervious Surface Data Pack (AOI)	USD 9.0000	0.00	USD 9.0000	USD 5,922.00

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

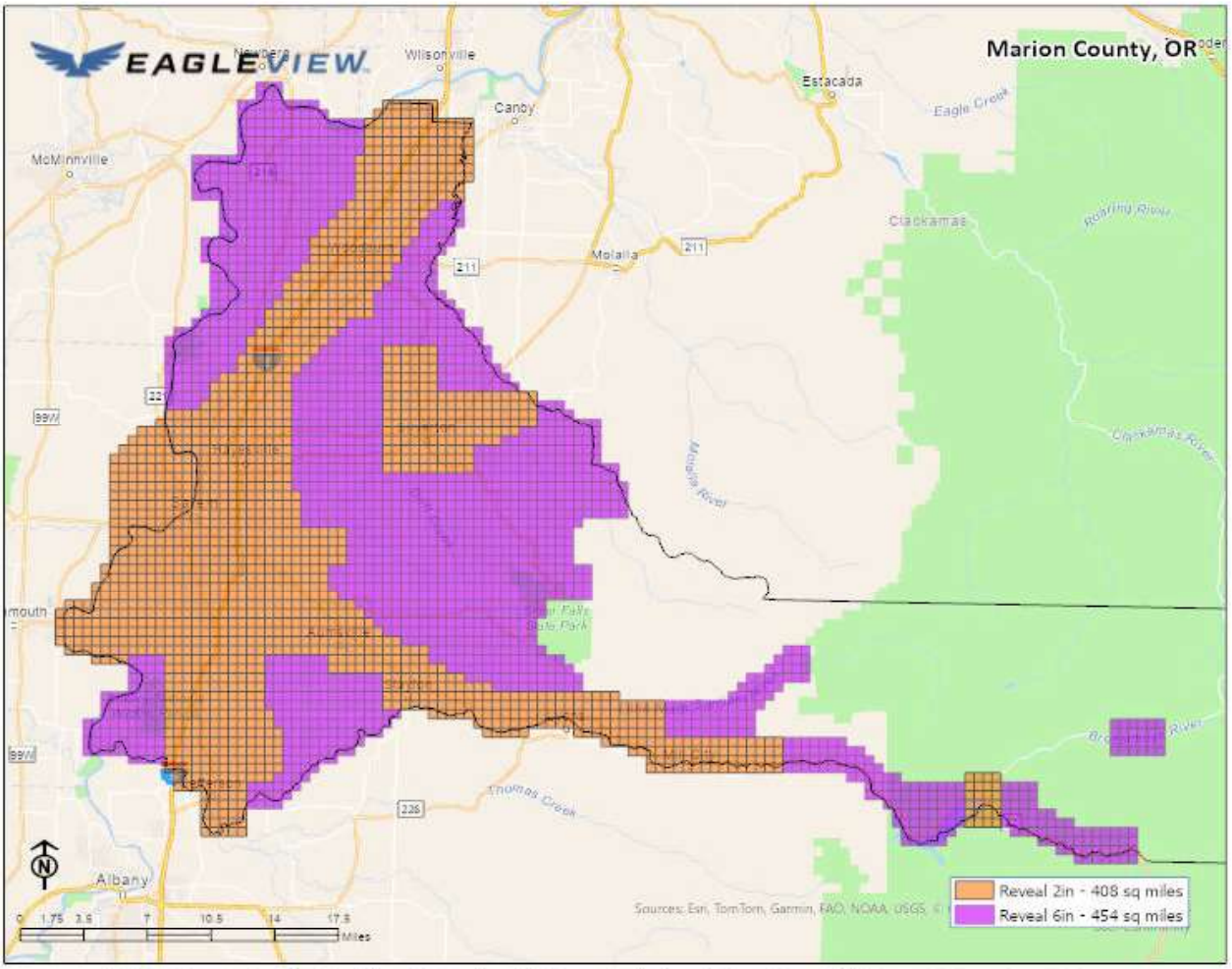
QTY	Product Name	List Price	Disc (%)	Customer Unit Price	Subtotal
67,925.00	EagleView Cloud - Impervious Surface Data Pack (Parcels)	USD 0.4000	0.00	USD 0.4000	USD 27,170.00
				Project 1 TOTAL:	USD 190,876.00

Project 2

QTY	Product Name	List Price	Disc (%)	Customer Unit Price	Subtotal
862.00	Eagleview Reveal - 2in Ortho	USD 100.0000	7.31	USD 92.6856	USD 79,894.99
862.00	Eagleview Reveal - Physical Delivery - Orthomosaic - 2in	USD 10.0000	100.00	USD 0.0000	USD 0.00
1.00	Eagleview Cloud - Software - Plus	USD 10,500.0000	66.67	USD 3,500.0100	USD 3,500.01
1.00	EagleView Cloud - Authorized Subdivisions	USD 9,500.0000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Comprehensive Integration Bundle	USD 15,000.0000	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Disaster Response Program	USD 3,994.7494	100.00	USD 0.0000	USD 0.00
1.00	EagleView Cloud - Early Access	USD 5,000.0000	100.00	USD 0.0000	USD 0.00
12.00	EagleView Cloud - Capture History	USD 7,989.4987	100.00	USD 0.0000	USD 0.00
1.00	Futureview - Conference + Hotel	USD 3,699.0000	0.00	USD 3,699.0000	USD 3,699.00
108.00	EagleView Cloud - Impervious Surface Data Pack (AOI)	USD 9.0000	0.00	USD 9.0000	USD 972.00
48,023.00	EagleView Cloud - Impervious Surface Data Pack (Parcels)	USD 0.4000	0.00	USD 0.4000	USD 19,209.20
				Project 2 TOTAL:	USD 107,275.20

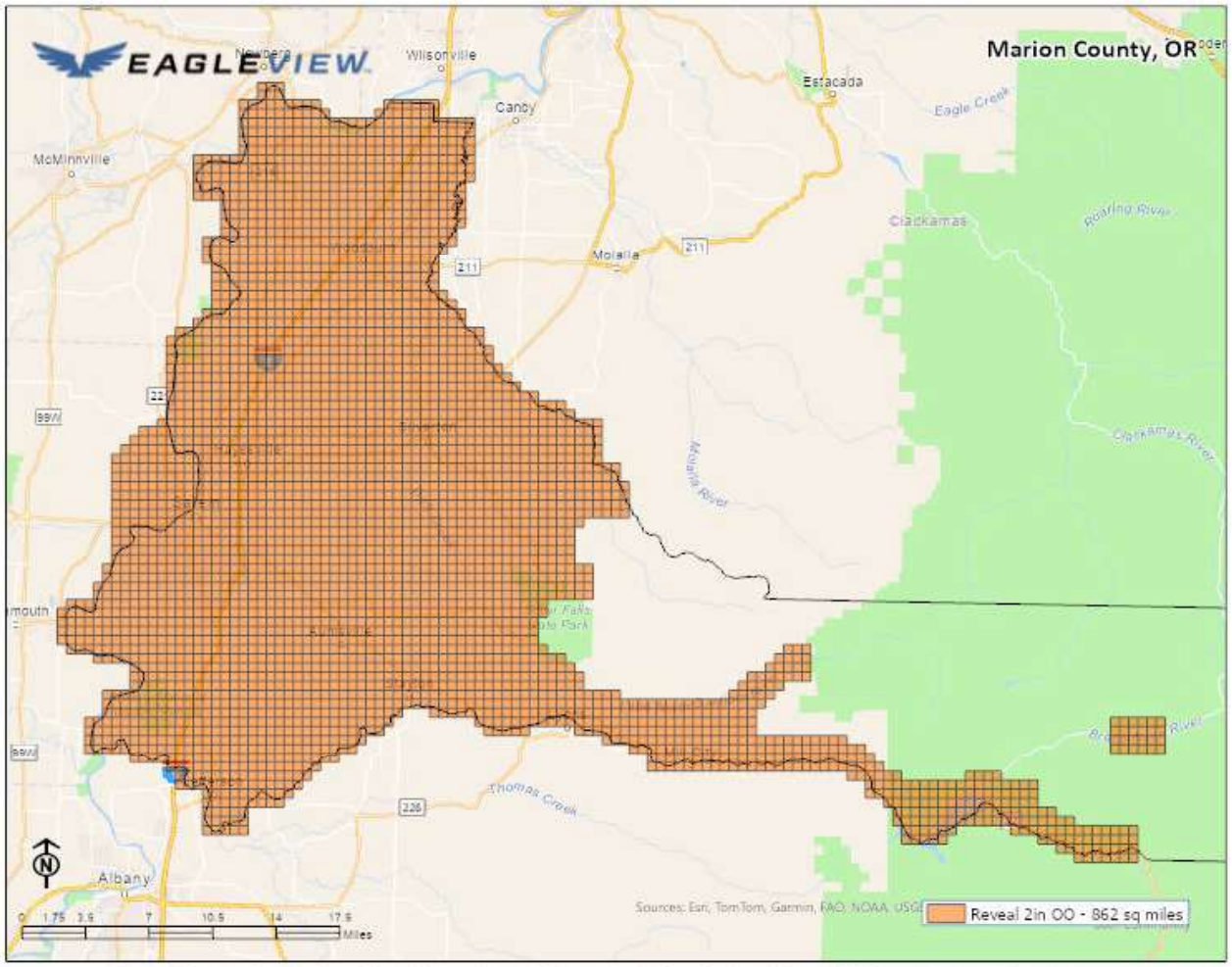
TOTAL: USD 298,151.20

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.



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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 28, 2026

Department: Community and Economic Development

Title: North Marion Tourism Collaborative Tourism Grant Agreement

Management Update/Work Session Date: October 13, 2026 **Audio/Visual aids** ☐

Time Required: 5 **Contact:** Brian Smith **Phone:** 503-588-5234

Requested Action:
Consider approval of agreement with the North Marion Tourism Collaborative to provide $150,000.00 over the next three years for the implementation of the North Marion Marketing Plan.

Issue, Description & Background:
The North Marion Tourism Collaborative applied for the Tourism Grant Program with the Community and Economic Development Department. The organization was selected by the Board of Commissioners on June 25th, 2026 as the recipient of the North Marion Tourism Grant. This grant provides $50,000 per year for three years to support tourism related efforts in the northern region of Marion County.

Financial Impacts:
$150,000 in lottery funds over a three year period. $50,000 disbursements per year of agreement.

Impacts to Department & External Agencies:
The approval of this agreement will provide funding to support the implementation of the North Marion Marketing Plan to support tourism related efforts in northern Marion County.

List of attachments:
CRS, BOC form, retro form, Agreement, exhibits A-C

Presenter:
Ashley Jackson

Department Head Signature:
Kelli Weese
Kelli Weese (Oct 6, 2026 07:37:15 PDT)

Contract Review Sheet

Grant Agreement **CS-7233-26**

Title: **Econ - NMTC- North Marion Region Tourism Grant**

Contractor's Name: **North Marion Tourism Collaborative**

Department: **Community and Economic Development Depar** Contact: **Ashley Jackson**

Analyst: **Kathleen George** Phone #: **(503) 584-7722**

Term - Date From: **July 1, 2026** Expires: **June 30, 2029**

Original Contract Amount: **$ 150,000.00** Previous Amendments Amount:

Current Amendment: **$ -** New Contract Total: **$ -** Amd%

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

Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)**

Description of Services or Grant Award

This grant provides $50,000 per year for three years to support tourism related efforts in the northern region of Marion County. This funding is to help support the implementation of the North Marion Marketing Plan.

Desired BOC Session Date:	**10/28/2026**	Contract should be in DocuSign by:	**10/7/2026**
Agenda Planning Date	**10/15/2026**	Printed packets due in Finance:	**10/13/2026**
Management Update	**10/13/2026**	BOC upload / Board Session email:	**10/14/2026**

BOC Session Presenter(s) **Ashley Jackson** Code: **Y**

REQUIRED APPROVALS

	10/05/2026	Ashley Jackson	10/05/2026
Finance - Contracts	Date	Contract Specialist	Date
Jennifer Rogers Jennifer Rogers (Oct 7, 2026 13:17:15 PDT)	10/07/2026	Jan Fritz Jan Fritz (Oct 7, 2026 17:15:11 PDT)	10/07/2026
Legal Counsel	Date	Chief Administrative Officer	Date

REQUEST FOR AUTHORIZATION OF CONTRACT
CS-7233-26

Date: 9/10/2026
To: Chief Administrative Officer
Cc: Contract File
From: Ashley Jackson

I. Subject: Retroactive

The Marion County Community and Economic Development Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with North Marion Tourism Collaborative for Econ - NMTC-Marion County Tourism Grant with a value of $150,000.00 and will be effective retroactive to 7/1/2026 upon approval.

A. BACKGROUND

The Community and Economic Development Department posted a request for applications on April 1st, 2026, through April 30th, 2026. The Board of Commissioners were presented with applications on June 4th, 2026, Work Session and made awardee determinations on June 25th, 2026, Work Session. Per the Board of Commissioners funding was to be made available to recipients starting July 1st, 2026.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

For the stated reason in section A, Background.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

This will not change as long as the application cycle and Board determination remain on the same schedule.

Submitted by:
Ashley Jackson

Ashley Jackson
Community and Economic Development Department

Reviewed by:

Contracts & Procurement

Acknowledged by:

Kelli Weese
Kelli Weese (Oct 6, 2026 07:37:15 PDT)

Department Head

Acknowledged by:

Jan Fritz
Jan Fritz (Oct 7, 2026 17:15:11 PDT)

Jan Fritz, CAO

MARION COUNTY
COMMUNITY and ECONOMIC DEVELOPMENT
TOURISM GRANT AGREEMENT
CS-7233-26

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **North Marion Tourism Collaborative,** *a non-profit,* hereinafter referred to as "Recipient".

Recitals

A. WHEREAS, Oregon Revised Statute (ORS) 461.540 establishes the allocation of the Oregon State Treasury's Administrative Services Economic Development Fund from monies transferred from the State Lottery Fund.

B. WHEREAS, County receives moneys that are derived either directly or indirectly from funds from the State Lottery Fund under section 4, Article XV of the Oregon Constitution, and ORS chapter 461, and the moneys are to be used for the purpose of furthering economic development.

C. WHEREAS, the purpose of the Tourism Grant Program is to further a tourism-related priority or need such as:
- (i) Attracting visitors and/or extending visitor stays;
- (ii) Promoting the region as a destination;
- (iii) Developing, supporting and/or improving access to tourism infrastructure;
- (iv) Developing and/or promoting tourism attractions or events; or
- (v) Strengthening the local tourism economy through measurable economic benefits for local businesses, attractions and communities.

D. WHEREAS, County has established the Tourism Grant (TG) for furthering economic development within Marion County by meeting the requirements of ORS 461.540.

E. WHEREAS, Recipient, a *non-profit*, submitted an application to County for TG to support the implementation of the North Marion Marketing Plan; and

F. WHEREAS, during a meeting on June 25th, 2026, the Board of Commissioners authorized the award regarding the application from Recipient; and

G. WHEREAS, Recipient is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. INCOPORATION

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits which are incorporated herein:

i. Exhibit A (The Application)
ii. Exhibit B (TG Reporting Requirements Form)
iii. Exhibit C (Marion County Disbursement Request)

2. TERM OF AGREEMENT

Unless terminated or extended, this Agreement covers the period July 1, 2026, through June 30, 2029. Recipients' costs must be obligated by July 1, 2026, and must be expended by June 30, 2029.

3. WORK TO BE PERFORMED

Recipient shall perform the work described in Exhibit A, The Application (the "Work") in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Recipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of County.

Changes to the Work by Recipient shall require the prior written approval of County. Requests for and justification of any change must be submitted in writing to County and be approved in writing by County prior to commencement of the requested change.

4. CONSIDERATION; REPORTING

A. County has agreed to make an award of funds to Recipient not-to-exceed amount of $150,000 (the "Grant"). Grant disbursements shall be made to Recipient, based on the budget submitted in Exhibit A, under the Oregon State Treasury's Administrative Services Economic Development Fund for the purpose of furthering economic development category: Services or financial assistance to for-profit and nonprofit businesses located or to be located in Oregon.

B. Recipients may use TG funds for direct administrative costs for administering the project, as identified in the approved budget of the Work. Direct Administrative Costs are identified in the Tourism Grant Criteria as specific costs of implementing the project, such as contract or project management and personnel costs directly associated with complying with legal and reporting requirements. Indirect Costs or general overhead costs as approved in the budget.

C. Any desired use of funds by Recipient that differs from the Work must first be approved in writing by the County. 100% of the Grant must be used to provide services as indicated in the Work.

D. The County shall provide the report templates to the Recipient upon execution of the Agreement. See Exhibit B for reporting due dates and requirements.

E. The Recipient shall include the Marion County logo as approved and provided through Exhibit D on all marketing materials for this project and provide a copy of the marketing materials to the County with the summary report.

F. Failure to Report/Inappropriate Use of Funds: Failure to comply with the reporting requirements as outlined may result in suspension or full revocation of funds. It is the responsibility of the Recipient to monitor use of funds and ensure the funds are expended in compliance with the requirements as described herein. Should County identify incorrectly applied funds, County shall notify the awarded organization and awarded organization shall, within thirty (30) calendar days of receiving notice, make full repayment to Marion County. Should the awarded organization identify any incorrectly applied funds, the awarded organization must notify the County within ten (10) calendar days of the discovery and shall, within thirty (30) calendar days of notification, make full repayment to Marion County.

G. Recipient must complete and submit all required progress and financial reports to County as set forth in Exhibit A and defined below.

1. Recognition of Funding: Recipient shall clearly state in any marketing, communication,

publications, or public materials related to any project or program funded under this Agreement, that the project was funded, in whole or in part, by the Marion County Economic Development Program. Where applicable, Recipient shall also include the Marion County Economic Development Program logo in such materials.

2. County Inclusion in Media Events: Recipient shall provide County with prior written notice of any media events or public ceremonies related to the project, including but not limited to groundbreaking events, ribbon cuttings, or dedication ceremonies. Such notice shall be provided to County no less than fourteen (14) calendar days in advance of the event, or as soon as reasonably practicable if earlier notice is not feasible. Recipient shall invite County and provide an opportunity for County officials to participate in any such events in recognition of funding, support and contribution to the project.

5. FUNDING APPROPRIATION

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which County anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Recipient will receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to County with authorizing limitation. Recipient 's obligation to perform the Work is conditioned upon County receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs.

6. REQUESTS FOR FUNDS

A. Recipient shall request grant funds in such form and manner as is satisfactory to or required by County. Further, in accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, Recipient shall limit any request for funds to the amount needed and timely in order to accomplish the Work. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

B. Grant distributions will be made by County:

☐ Quarterly Distribution to Recipient and will be made upon receipt of an invoice that includes supporting documentation and attestation by Recipient's authorized signer. Invoices and supporting documentation shall be sent to CSReporting@co.marion.or.us. Requests for payment shall be submitted in July, October, January, and April.

☒ Yearly distribution of $50,000 upon request to County with receipt of Exhibit C, Marion County Disbursement Request, that includes supporting documentation and attestation by Recipient's authorized signer. The exhibit and supporting documentation shall be sent to csreporting@co.marion.or.us.

☐ One-time distribution to Recipient upon execution of this Agreement and receipt of Exhibit C, Marion County Disbursement Request, that includes supporting documentation and attestation by Recipient's authorized signer. Exhibit C shall be sent to csreporting@co.marion.or.us.

7. NONEXCLUSIVE REMEDIES RELATED TO FUNDING

A. Withholding of Grant Funds from Request

County may withhold any and all undisbursed Grant funds from Recipient, if the County, in its sole

discretion, determines that Recipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Recipient obligations include, but are not limited to, providing complete, accurate and timely reports satisfactory to the County about its performance under this Agreement as well as timely satisfying all Agreement obligations relating to any awarded funds. The County may also withhold any and all requested Grant funds from Recipient if the County, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work or is unsubstantiated by related documentation.

B. Redistribution or Retention of Funds

1. If Grant funds are not obligated for reimbursement by Recipient in a timely manner as determined by the County at its sole discretion, the County may reduce Recipient funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Recipients or retain such Grant funds for other County use.

2. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

C. Reservation of Right to Recapture

The County reserves the right to recapture funds from Recipient based on misrepresentation, underperformance, non-compliance, unallowed costs, fraud, expiration or termination of this Agreement.

8. TERMINATION

A. County may immediately terminate this Agreement in whole or in part upon written notice to Recipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Recipient, whether directly by Recipient or through one or more of its agents, subcontractors, successors or assigns, as determined by County in its sole discretion.

B. County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to, events described above in subsection 8(a). Cause may include any event, including an event of default, as determined by County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Recipient, its Subcontractors, agents, representatives, contractors, or assigns by which Recipient, as determined by County at its sole discretion, fails to timely and appropriately perform one or more material obligations or otherwise breaches a duty owed to County under this Agreement. Such events and events of default may include, but are not limited to, an occurrence of any of the following:

1. Recipient fails to fulfill timely any of its obligations under this Agreement;

2. Recipient fails to comply timely with directives received from County or from an agency that is the original source of the Grant funds;

3. Funds provided under this Agreement are used improperly or illegally by Recipient;

4. Funding for grant programs are denied, suspended, reduced or eliminated;

5. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that

County is prohibited from paying for, or lacks authority to pay for, any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);

6. Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;

7. Any certification, license or certificate required by law to be held by Recipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;

8. Recipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;

9. Recipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal or state department or local government, including County.

C. Recipient may, upon thirty (30) calendar days written notice, terminate this Agreement in whole or in part, if;

1. County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period.

2. County provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 calendar days of being informed that it is contrary to any such law.

D. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Recipient obtain prior approval from County for any additional expenditures that would obligate County to reimburse it from Grant funds or otherwise.

E. Notwithstanding the above, or any termination thereunder, neither Recipient nor County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. County may withhold any reimbursement to Recipient in the amount of compensation for damages due County from Recipient (as estimated by County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

F. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Recipient under this Agreement shall be delivered to County within sixty (60) calendar days of the date of termination or upon such date as requested by County.

G. Termination of this Agreement shall not impair or invalidate any remedy available to County or to Recipient hereunder, at law, or otherwise.

9. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

10. COMPLIANCE WITH APPLICABLE LAW

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state 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 the Agreement and required by law to be so incorporated.

11. NO THIRD-PARTY BENEFICIARIES

County and Recipient 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, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

12. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Recipient or County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's primary contact. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

County Contact Person:	Chip Bury, Marion County Economic Development Program Manager
Contact Telephone Number:	503-589-3235
E-Mail Address:	cbury@co.marion.or.us
Mailing Address:	555 Court St NE, Suite 3231, PO Box 14500, Salem, OR 97309

Recipient Contact Person:	Sam Kaluff, Executive Officer
Contact Telephone Number:	503-980-6307
E-mail Address:	s.kaluf@outlook.com
Mailing Address:	270 Montgomery St, Woodburn, OR 97071

13. CONFIDENTIALITY

Recipient shall and shall require and cause its Subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Recipient shall and shall require and cause its Subcontractors and vendors to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

14. DUAL PAYMENT

Recipient shall not be compensated for work performed under this Agreement from any other department of County, nor from any other source, including the federal or state government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to County.

15. MONITORING REQUIRED

A. Recipient Noncompliance

Recipient shall cooperate fully with all County monitoring activities and shall promptly respond to all requests. Failure by Recipient or any of its sub-recipients to fully cooperate or promptly respond will be considered a material breach of this Agreement.

B. Monitoring: Major Findings Resolution

County may make findings and may require that Recipient take corrective actions to ensure proper performance under this Agreement. Recipient shall resolve findings and take required corrective actions within the timeframes identified by County.

16. REMEDIES

A. If County determines, in its sole discretion, that Recipient has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Recipient's eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

B. No failure or delay by County to enforce any provision of this Agreement shall constitute a waiver by County of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

C. The rights and remedies of County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as

expressly stated herein, this Section also does not limit Recipient's remedies provided under this Agreement, by law, or otherwise, but Recipient acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

D. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

17. EXPENDITURES PROPERLY SUPPORTED

Expenditures and Requests for Funds shall be supported by Recipient with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of Subcontractors, under their respective contracts with Recipient) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. County may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

18. UNALLOWABLE COSTS

Recipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. If Recipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

19. DISALLOWANCE OF COSTS

County neither is responsible for nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by County except for costs incurred by Recipient solely due to the willful misconduct or gross negligence of County, its employees, officers or agents. If a cost is disallowed by County after reimbursement has occurred, Recipient shall repay all disallowed costs to County upon written notice within the time frame specified by County, which in no event shall exceed thirty (30) calendar days.

Recipient shall cooperate and shall cause its Subcontractors to cooperate with County and all appropriate investigative agencies and shall assist in recovering invalid payments.

20. RECORDS MAINTENANCE

Recipient shall, and shall require and cause its Subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Recipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

21. RECORDS ACCESS

County, State of Oregon, and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Recipient and its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of County who may take possession of them at any time after three (3) business days' notice to Recipient or Subcontractor, as the case may be. Recipient or Subcontractor may retain copies of all records taken by County under this Section.

In its agreements with Subcontractors, Recipient shall require and cause its Subcontractors to comply with the requirements of this Section 21 and to grant right of access to and ownership by County of the Subcontractors books and records related to this Agreement.

22. INSURANCE AND WORKERS COMPENSATION

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 TO 30.300).

Recipient agrees that insurance coverage, whether purchased or by self-insurance, for Recipient's agents, employees, officers and/or subcontractors is the sole responsibility of Recipient.

23. RECIPIENT STATUS

Recipient shall perform all work under this Agreement as an independent contractor. Recipient is not an officer, employee or agent of County, with respect to work performed under this Agreement.

Recipient certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

24. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

25. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

26. EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

27. GRANT FUNDS

Grant funds are used in conjunction with this Agreement. Recipient assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Recipient or by any of its Subcontractors, agents or assigns and shall, upon breach of grant conditions that require County to return funds to the grantor, whether such breach is by Recipient or by any of its Subcontractors, agents or assigns, hold harmless and indemnify County for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to County; or if there are legal limitations on the indemnification ability of Recipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement.

28. INDEMNITY

Recipient shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Recipient or its officers, employees, Subcontractors, subcontractors, or agents under this Agreement. Recipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Recipient nor any attorney engaged by Recipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for

County, nor shall Recipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

29. ATTORNEY FEES

In the event a lawsuit of any kind is instituted on behalf of County or Recipient with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to County by its attorneys.

30. TIME IS OF THE ESSENCE

Time is of the essence in the performance of all under this Agreement.

31. NO LIMITATION ON ACTIONS OF COUNTY IN EXERCISE OF ITS GOVERNMENTAL POWERS

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of County in the exercise of its governmental powers. It is the express intention of the parties hereto that County shall retain the full right and ability to exercise its governmental powers with respect to Recipient, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall County have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

32. AMENDMENTS

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

33. MERGER CLAUSE

This Agreement and 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, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.

34. CERTIFICATIONS AND SIGNATURE OF RECIPIENTS'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF RECIPIENT.

The undersigned certifies under penalty of perjury both individually and on behalf of Recipient that:

A. The undersigned is a duly authorized representative of Recipient, has been authorized by Recipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Recipient.

B. By signature on this Agreement for Recipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon and Federal Tax Laws" means all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

C. To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Recipient is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and

E. Recipient further certifies to having a formal statement of nondiscrimination in employment policy.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Kelli Weese 10/06/2026
Kelli Weese (Oct 6, 2026 07:37:15 PDT)
Department Director or designee Date

Authorized Signature: Jan Fritz 10/07/2026
Jan Fritz (Oct 7, 2026 17:15:11 PDT)
Chief Administrative Officer Date

Reviewed by Signature: Jennifer Rogers 10/07/2026
Jennifer Rogers (Oct 7, 2026 13:17:15 PDT)
Marion County Legal Counsel Date

Reviewed by Signature: 10/05/2026
Marion County Contracts & Procurement Date

NORTH MARION TOURISM COLLABORATIVE SIGNATURE

Authorized Signature: _____
Date

Title: _____

Exhibit A - The Application

Community and Economic Development Tourism Grant (TGs) Request Form

Organization Name:	North Marion Tourism Collaborative (NMTC)		
Executive Officer Name:	Sam Kaluf	**Contact Person and Title:**	Jamie Zamrin NMTC Interm Staff/City of Woodburn Economic Development Staff
Address:	c/o 270 Montgomery St, Woodburn 97071	**Mailing Address:**	270 Montgomery St, Woodburn 97071
Contact Email:	jamie.zamrin@ci.woodburn.or.us	**Phone Number:**	503-980-6307
Activity Name:	North Marion Tourism Marketing Plan		
Purpose of Funding Request:	Funding is requested in order to implement the North Marion Marketing Plan that was completed in October 2025. This Plan was part of the North Marion Operational Development Plan (#CS-6214-24) completed in partnership and with funding from Marion County.		
Total Activity Cost:	$289,500 ($96,500/year x 3 years)	**Amount Requested:**	$150,000 ($50,000/year x 3 years)
Geographic Area(s) Served:	All of North Marion County including communities of Brooks, Aurora, Donald, Gervais, Hubbard, Mt. Angel, Scotts Mills, Silverton, St. Paul, and Woodburn.		
Other Partners:	Cities in North Marion County, Marion County, WVVA (see complete list attached).		
Activity Start Date:	July 1, 2026	**Activity End Date:**	June 30, 2029
Please indicate how the activity meets tourism-related needs in Marion County. Check all boxes that apply and explain briefly how they meet tourism needs.	■ Attracting Visitors ■ Destination Promotion ■ Event Development ■ Strengthening Tourism Economy ■ Tourism Infrastructure Development	**Briefly explain how the activity meets tourism-related needs:**	The North Marion Tourism Marketing Plan directly addresses several core needs in Marion County by strengthening the region's visibility, competitiveness, and visitor readiness. By focusing on attracting visitors, the plan responds to the county's need for greater tourism volume and more consistent year round demand, helping local attractions and businesses overcome seasonal fluctuations and limited market reach. Destination promotion fills a long standing gap in unified regional branding, replacing fragmented messaging with a cohesive identity that can compete more effectively within Oregon's tourism landscape. Event development tackles the need for diversified, community driven experiences that draw visitors during off peak periods while showcasing the county's agricultural, cultural, and recreational strengths. Strengthening the tourism economy ensures that increased visitation translates into sustainable local benefits, supporting small businesses, job creation, and broader economic resilience. Finally, tourism infrastructure development addresses practical gaps—such as signage, amenities, and accessibility—that currently limit visitor satisfaction and capacity. Together, these activities form a comprehensive strategy that not only promotes Marion County but also builds the foundational systemxperiences, and economic conditions needed for long term tourism growth.
Please indicate how the activity supports economic development in Marion County (check all boxes that apply). **ORS 461.540**	■ Supports the creation of new jobs in Oregon ■ Helps prevent the loss of existing jobs in Oregon ■ Assists with work transition and/or training of workers in Oregon ■ Provides services or financial assistance to support Oregon businesses	**Briefly explain how the activity supports development in Marion County:**	The North Marion Tourism Marketing Plan strengthens economic development in Marion County by expanding visitor demand and increasing the stability of tourism?dependent industries. By elevating the region's visibility and attracting more travelers, the plan drives growth in hospitality, retail, agriculture, and service sectors, directly supporting the creation of new jobs. Its coordinated marketing and year?round event strategies help local businesses maintain consistent revenue, preventing the loss of existing jobs that often fluctuate with seasonal tourism. The plan also encourages workforce development by creating opportunities for training and skill transition in areas such as customer service, digital marketing, and event management. Additionally, by promoting local attractions and improving tourism infrastructure, the plan provides essential services and indirect financial support to Oregon businesses, helping them reach new customers and strengthen long?term competitiveness. Together, these efforts position tourism as a sustainable driver of Marion County's economic resilience.

Additional Information Required:		
■ Metrics worksheet attached	☐ Budget Narrative attached - *The required 1) Budget Narrative and 2) Budget Table template is complete and attached to the application.*	☐ Supplemental Materials attached, with current W-9 - *Examples: Activity description, maps, etc.; Letter(s) of support; or other information that helps to describe the purpose and need of the funds.*

Name of Applicant:	Sam Kaluf, NMTC Board Chair/President
Signature and date:	 April 28, 2026

Tourism Grant Budget Table

Instructions: Complete the following budget table and include it with the budget narrative. Add more lines to the Project Expenses section as needed.

Description	Amount
TOTAL GRANT AMOUNT REQUESTED	$150,000
North Marion Tourism Collaborative Funding	$139,500
Project Expenses:	
Expense 1 Program Management	$ 75,000
Expense 2 Social Media Services	$ 30,000
Expense 3 Website Updates/Management	$ 54,000
Expense 4 Photography/Videography Services	$ 24,000
Expense 5 Marketing/Advertising Expenses	$ 106,500
TOTAL EXPENSES	$ 289,500

Metrics Worksheet

Instructions: How will you measure the success of the marketing activity? For each Economic Development category box checked in the application, list the measure(s) associated with each category.

Category	Metric
Attracting Visitors	Increase in total visitor volume. Growth in tourism website traffic and digital engagement. Higher click through rates and inquiries from marketing campaigns. Increase in visitor spending reported by businesses.
Destination Promotion	Growth in brand awareness (social media reach, followers, etc). Increase in earned media coverage and media value. Adoption of unified branding by local partners. Growth in referrals from Travel Oregon, WVVA, and other regional DMOs.
Event Development	Number of new or expanded events created. Year over year growth in event attendance. Increase in out of area visitors attending events. Documented economic impact (vendor sales, lodging stays, business revenue). Positive community and visitor satisfaction feedback.
Strengthening Tourism Economy	Increase in revenue for tourism related businesses. Growth in new tourism related business openings and/or expansions. Higher lodging occupancy rates. Reduction in seasonal business closures and/or layoffs.
Tourism Infrastructure Development	Completion of infrastructure projects (signage, wayfinding, amenities). Improved visitor satisfaction and online review scores. Increased accessibility and compliance improvements. Expanded visitor capacity (parking, restrooms, trailheads).
Supports the creation of new jobs in Oregon	Number of new tourism related jobs created. Increase in staffing levels reported by local businesses. Growth in year round employment opportunities.
Helps prevent the loss of existing jobs in Oregon	Reduction in seasonal layoffs. Higher business retention rates. Stabilized revenue for small businesses during off peak seasons.
Assists with work transition and/or training of workers in Oregon	Number of workers trained in hospitality, customer service, digital marketing, or event management. Participation in workforce development programs. Employer feedback showing improved worker readiness. Number of certifications or credentials earned.
Provides services or financial assistance to support Oregon businesses	Number of businesses receiving marketing or promotional support. Participation in cooperative advertising or regional campaigns. Business satisfaction with visibility and customer reach. Increase in revenue attributed to tourism marketing efforts. Number of businesses participating in marketing connected to the plan.

Community and Economic Development Tourism Grant Request Form
North Marion Tourism Collaborative (NMTC)
BUDGET NARRATIVE - FY 2026-2029

3-YEAR BUDGET

Project Description	Total Budget	Marion County Funding	NMTC Funding
Revenue	$ 289,500	$ 150,000	$ 139,500
Expenses:			
Contracted Services:			
Program Management	$ 75,000	$ 50,000	$ 25,000
Social Media Services	$ 30,000	$ 10,000	$ 20,000
Website Updates and Management	$ 54,000	$ 18,000	$ 36,000
Photography/Videography Services	$ 24,000	$ 8,000	$ 16,000
Marketing/Advertising/Promo Exopenses	$ 106,500	$ 64,000	$ 42,500
Total Expenses	$ 289,500	$ 150,000	$ 139,500

BUDGET NARRATIVE - FY 2026-2029

North Marion Tourism Collaborative (NMTC)

BUDGET NARRATIVE - FY 2026-2029

Project Description	3-Year Combined Total Budget	FY 2026-2027			FY 2027-2028			FY 2028-2029		
		Total Budget	Marion County Funding	NMTC Funding	Total Budget	Marion County Funding	NMTC Funding	Total Budget	Marion County Funding	NMTC Funding
Revenue	$ 289,500	$ 89,500	$ 50,000	$ 39,500	$ 100,000	$ 50,000	$ 50,000	$ 100,000	$ 50,000	$ 50,000
Expenses:										
Contracted Services:										
Program Management	$ 75,000	$ 23,190	$ 12,955	$ 10,235	$ 25,905	$ 12,955	$ 12,955	$ 25,905	$ 12,955	$ 12,955
Social Media Services	$ 30,000	$ 9,275	$ 5,180	$ 4,095	$ 10,365	$ 5,185	$ 5,185	$ 10,365	$ 5,185	$ 5,185
Website Updates and Management	$ 54,000	$ 16,700	$ 9,330	$ 7,370	$ 18,655	$ 9,330	$ 9,330	$ 18,655	$ 9,330	$ 9,330
Photography/Videography Services	$ 24,000	$ 7,420	$ 4,145	$ 3,275	$ 8,290	$ 4,145	$ 4,145	$ 8,290	$ 4,145	$ 4,145
Marketing/Advertising/Promo Exopenses	$ 106,500	$ 32,915	$ 18,390	$ 14,525	$ 36,785	$ 18,385	$ 18,385	$ 36,785	$ 18,385	$ 18,385
Total Expenses	$ 289,500	$ 89,500	$ 50,000	$ 39,500	$ 100,000	$ 50,000	$ 50,000	$ 100,000	$ 50,000	$ 50,000

Community and Economic Development Tourism Grant Request Form
North Marion Tourism Collaborative (NMTC)

PROJECT: NORTH MARION TOURISM MARKETING PLAN

BUDGET NARRATIVE

Instructions: Complete the following budget table and include it with the budget narrative. Add more lines to the Project Expenses section as needed.

Description	Amount
TOTAL GRANT AMOUNT REQUESTED	$150,000
North Marion Tourism Collaborative Funding	$139,500
Project Expenses:	
Expense 1 Program Management	$ 75,000
Expense 2 Social Media Services	$ 30,000
Expense 3 Website Updates/Management	$ 54,000
Expense 4 Photography/Videography Services	$ 24,000
Expense 5 Marketing/Advertising Expenses	$ 106,500
TOTAL EXPENSES	$ 289,500

PROJECT EXPENSES:

Contracted Services are comprised of Project Management, Social Media Services, Website Updates and Management, and Photography and Videography Services.

- **Program Management - $75,000:** This allocation covers contracted services to implement and manage the Tourism Marketing Plan, including oversight of social media operations, website maintenance and updates, and coordination of photography and content development.
- **Social Media Services - $30,000:** Funds will support contracted social media management, including content creation, scheduling, community engagement, analytics reporting, and coordination with broader tourism marketing initiatives.
- **Website Updates and Maintenance Services - $54,000:** This funding supports ongoing website management, including content updates, technical maintenance, performance monitoring, accessibility improvements, security enhancements, and coordination of tourism-focused digital content to ensure the site remains current, functional, and visitor-friendly.
- **Photography and Videography Services - $24,000**: This funding supports professional photography and videography to capture high-quality visual assets for tourism promotion, including event coverage, destination imagery, short-form video content, and curated media libraries that enhance marketing, social media, and website storytelling.
- **Marketing and Advertising Expenses - $106,500:** This allocation supports a comprehensive mix of paid marketing initiatives designed to increase tourism visibility and drive visitor engagement. Expenses may include digital advertising campaigns, print and broadcast placements, targeted promotions, search and display ads, influencer partnerships, branded collateral, and other strategic outreach efforts aligned with the Tourism Marketing Plan.

WOODBURN
OREGON
Incorporated 1889

Marion County Economic Development
555 Court St NE, Suite 5232
Salem, OR 97301

Re: North Marion Tourism Collaborative
Marion County Community and Economic Development Tourism Grant Request

As a North Marion tourism partner, the City of Woodburn is pleased to provide support for North Marion Tourism Collaborative's application to the Marion County Community and Economic Development Tourism Grant Request for the North Marion Tourism Marketing Plan Project.

North Marion Tourism Collaborative (NMTC) has developed a partnership between tourism-related businesses, organizations, and cities that present a coordinated, regional approach to tourism development and marketing across North Marion County, including the areas of Aurora, Brooks, Donald, Gervais, Hubbard, Mt. Angel, St. Paul, Scotts Mills, Silverton, and Woodburn. This unified effort is critical to positioning North Marion County as a cohesive and competitive destination within Oregon and the Pacific Northwest.

Woodburn supports NMTC's request to Marion County for funding, which will allow for the implementation of the North Marion Tourism Marketing Plan. The Marketing Plan is a comprehensive, strategic roadmap designed to increase awareness, visitation, and economic impact across the region and outlines a phased approach to building a full-scale destination marketing program, including:

Office of the Mayor
270 Montgomery Street • Woodburn, Oregon 97071
Ph. 503-982-5228 • Fax 503-982-5243

- Launching and implementing a unified regional brand
- Expanding digital marketing efforts, including website enhancements, social media, and paid campaigns
- Developing high-quality content, such as itineraries, storytelling assets, and photography
- Creating and distributing marketing collateral to support visitor planning and navigation

The Plan directly addresses key regional challenges, including limited awareness of North Marion as a destination; the need for year-round visitation; and the opportunity to better connect individual attractions into a compelling, multi-day visitor experience.

As a stakeholder in North Marion County, Woodburn recognizes the importance of investing in a coordinated marketing strategy that reflects the region's strengths: vibrant cultural diversity, rich agricultural heritage, signature events, and welcoming small-town experiences. This work will not only attract new visitors but also support local businesses, strengthen community identity, and foster long-term economic resilience.

Woodburn fully supports the North Marion Tourism Collaborative as the lead entity to implement this plan and is confident in their ability to successfully execute these strategies on behalf of the region.

Thank you for your consideration.

Sincerely,

Frank J. Lonergan

Frank Lonergan
Mayor

ANTIQUE POWERLAND MUSEUM ASSOCIATION
3995 BROOKLAKE ROAD NE
SALEM, OR 97303
503-393-2424

April 22, 2026

To: Marion County Economic Development Program
Re: North Marion Tourism Collaborative Marion County Community and Economic Development Tourism Grant Request

On behalf of Antique Powerland Museum Association, I am pleased to express our strong support for the North Marion Tourism Collaborative's application for the Marion County Community and Economic Development Tourism Grant Request for the North Marion Tourism Marketing Plan Project.
The North Marion Tourism Collaborative (NMTC) is a partnership between tourism-related businesses, organizations, and cities that present a coordinated, regional approach to tourism development and marketing across North Marion County, including the areas of Aurora, Brooks, Donald, Gervais, Hubbard, Mt. Angel, St. Paul, Scotts Mills, Silverton, and Woodburn. This unified effort is critical to positioning North Marion County as a cohesive and competitive destination within Oregon and the Pacific Northwest.

We strongly support NMTC's request for funding in order to implement the North Marion Tourism Marketing Plan. The Plan is a comprehensive and strategic roadmap designed to increase awareness, visitation, and economic impact across the region and outlines a phased approach to building a full-scale destination marketing program, including:

- Launching and implementing a unified regional brand
- Expanding digital marketing efforts, including website enhancements, social media, and paid campaigns
- Developing high-quality content such as itineraries, storytelling assets, and photography
- Creating and distributing marketing collateral to support visitor planning and navigation

These efforts directly address key regional challenges, including limited awareness of North Marion as a destination; the need for year-round visitation; and the opportunity to better connect individual attractions into a compelling, multi-day visitor experience.

As a stakeholder in North Marion County, we recognize the importance of investing in a coordinated marketing strategy that reflects the region's strengths: vibrant cultural diversity, rich agricultural heritage, signature events, and welcoming small-town experiences. This work will not only attract new visitors but also support local businesses, strengthen community identity, and foster long-term economic resilience.

We fully support the North Marion Tourism Collaborative as the lead entity to implement this plan and are confident in their ability to successfully execute these strategies on behalf of the region.

Thank you for your consideration.

Michelle Duchateau, President

April 27, 2026

To: Marion County Economic Development Program
Re: North Marion Tourism Collaborative
Marion County Community and Economic Development Tourism Grant Request

On behalf of **Bauman's Farm & Garden, Bauman's Harvest Festival and Bauman's GardenPalooza**, I am pleased to express our strong support for the North Marion Tourism Collaborative's application for the Marion County Community and Economic Development Tourism Grant Request for the North Marion Tourism Marketing Plan Project.

The North Marion Tourism Collaborative (NMTC) is a partnership between tourism-related businesses, organizations, and cities that present a coordinated, regional approach to tourism development and marketing across North Marion County, including the areas of Aurora, Brooks, Donald, Gervais, Hubbard, Mt. Angel, St. Paul, Scotts Mills, Silverton, and Woodburn. This unified effort is critical to positioning North Marion County as a cohesive and competitive destination within Oregon and the Pacific Northwest.

We strongly support NMTC's request for funding in order to implement the North Marion Tourism Marketing Plan. The Plan is a comprehensive and strategic roadmap designed to increase awareness, visitation, and economic impact across the region and outlines a phased approach to building a full-scale destination marketing program, including:

- Launching and implementing a unified regional brand
- Expanding digital marketing efforts, including website enhancements, social media, and paid campaigns
- Developing high-quality content such as itineraries, storytelling assets, and photography
- Creating and distributing marketing collateral to support visitor planning and navigation

These efforts directly address key regional challenges, including limited awareness of North Marion as a destination; the need for year-round visitation; and the opportunity to better connect individual attractions into a compelling, multi-day visitor experience.

As a stakeholder in North Marion County, we recognize the importance of investing in a coordinated marketing strategy that reflects the region's strengths: vibrant cultural diversity, rich agricultural heritage, signature events, and welcoming small-town experiences. This work will not only attract new visitors but also support local businesses, strengthen community identity, and foster long-term economic resilience.

We fully support the North Marion Tourism Collaborative as the lead entity to implement this plan and are confident in their ability to successfully execute these strategies on behalf of the region.

Thank you for your consideration.

Sincerely,

Sam Kaluf
Marketing Manager
Bauman's Farm & Garden

CITY OF DONALD

10710 Main Street NE • PO Box 388 • Donald, OR 97020-0388
Phone 503-678-5543 • Fax 503-678-2750
www.donaldoregon.gov

April 23, 2026

To: Marion County Economic Development Program
Re: North Marion Tourism Collaborative
Marion County Community and Economic Development Tourism Grant Request

On behalf of the City of Donald, I am pleased to express our strong support for the North Marion Tourism Collaborative's application for the Marion County Community and Economic Development Tourism Grant Request for the North Marion Tourism Marketing Plan Project.

The North Marion Tourism Collaborative (NMTC) is a partnership between tourism-related businesses, organizations, and cities that present a coordinated, regional approach to tourism development and marketing across North Marion County, including the areas of Aurora, Brooks, Donald, Gervais, Hubbard, Mt. Angel, St. Paul, Scotts Mills, Silverton, and Woodburn. This unified effort is critical to positioning North Marion County as a cohesive and competitive destination within Oregon and the Pacific Northwest.

We strongly support NMTC's request for funding in order to implement the North Marion Tourism Marketing Plan. The Plan is a comprehensive and strategic roadmap designed to increase awareness, visitation, and economic impact across the region and outlines a phased approach to building a full-scale destination marketing program, including:

- Launching and implementing a unified regional brand
- Expanding digital marketing efforts, including website enhancements, social media, and paid campaigns
- Developing high-quality content such as itineraries, storytelling assets, and photography
- Creating and distributing marketing collateral to support visitor planning and navigation

These efforts directly address key regional challenges, including limited awareness of North Marion as a destination; the need for year-round visitation; and the opportunity to better connect individual attractions into a compelling, multi-day visitor experience.

As a stakeholder in North Marion County, we recognize the importance of investing in a coordinated marketing strategy that reflects the region's strengths: vibrant cultural diversity, rich agricultural heritage, signature events, and welcoming small-town experiences. This work will not only attract new visitors but also support local businesses, strengthen community identity, and foster long-term economic resilience.

We fully support the North Marion Tourism Collaborative as the lead entity to implement this plan and are confident in their ability to successfully execute these strategies on behalf of the region.

Thank you for your consideration.

Sincerely,

Eric Underwood
City of Donald City Manager

04/21/2026
To: Marion County Economic Development Program
Re: North Marion Tourism Collaborative
Marion County Community and Economic Development Tourism Grant Request

On behalf of The Five Oaks Farm, I am pleased to express our strong support for the North Marion Tourism Collaborative's application for the Marion County Community and Economic Development Tourism Grant Request for the North Marion Tourism Marketing Plan Project.

The North Marion Tourism Collaborative (NMTC) is a partnership between tourism-related businesses, organizations, and cities that present a coordinated, regional approach to tourism development and marketing across North Marion County, including the areas of Aurora, Brooks, Donald, Gervais, Hubbard, Mt. Angel, St. Paul, Scotts Mills, Silverton, and Woodburn. This unified effort is critical to positioning North Marion County as a cohesive and competitive destination within Oregon and the Pacific Northwest.

We strongly support NMTC's request for funding in order to implement the North Marion Tourism Marketing Plan. The Plan is a comprehensive and strategic roadmap designed to increase awareness, visitation, and economic impact across the region and outlines a phased approach to building a full-scale destination marketing program, including:

- **Launching and implementing a unified regional brand**
- **Expanding digital marketing efforts, including website enhancements, social media, and paid campaigns**
- **Developing high-quality content such as itineraries, storytelling assets, and photography**
- **Creating and distributing marketing collateral to support visitor planning and navigation**

These efforts directly address key regional challenges, including limited awareness of North Marion as a destination; the need for year-round visitation; and the opportunity to better connect individual attractions into a compelling, multi-day visitor experience.

As a stakeholder in North Marion County, we recognize the importance of investing in a coordinated marketing strategy that reflects the region's strengths: vibrant cultural diversity, rich agricultural heritage, signature events, and welcoming small-town experiences. This work will not only attract new visitors but also support local businesses, strengthen community identity, and foster long-term economic resilience.

We fully support the North Marion Tourism Collaborative as the lead entity to implement this plan and are confident in their ability to successfully execute these strategies on behalf of the region.

Thank you for your consideration.

Sincerely,
Selwyn & Deirdre Sampson
Hospitality Directors
The Five Oaks Farm

City of Aurora

FOUNDED IN 1856
"National Historic Site"

April 23, 2026

To: Marion County Economic Development Program
Re: North Marion Tourism Collaborative
Marion County Community and Economic Development Tourism Grant Request

On behalf of City of Aurora I am pleased to express our strong support for the North Marion Tourism Collaborative's application for the Marion County Community and Economic Development Tourism Grant Request for the North Marion Tourism Marketing Plan Project.

The North Marion Tourism Collaborative (NMTC) is a partnership between tourism-related businesses, organizations, and cities that present a coordinated, regional approach to tourism development and marketing across North Marion County, including the areas of Aurora, Brooks, Donald, Gervais, Hubbard, Mt. Angel, St. Paul, Scotts Mills, Silverton, and Woodburn. This unified effort is critical to positioning North Marion County as a cohesive and competitive destination within Oregon and the Pacific Northwest.

We strongly support NMTC's request for funding in order to implement the North Marion Tourism Marketing Plan. The Plan is a comprehensive and strategic roadmap designed to increase awareness, visitation, and economic impact across the region and outlines a phased approach to building a full-scale destination marketing program, including:

- Launching and implementing a unified regional brand
- Expanding digital marketing efforts, including website enhancements, social media, and paid campaigns
- Developing high-quality content such as itineraries, storytelling assets, and photography
- Creating and distributing marketing collateral to support visitor planning and navigation

These efforts directly address key regional challenges, including limited awareness of North Marion as a destination; the need for year-round visitation; and the opportunity to better connect individual attractions into a compelling, multi-day visitor experience.

As a stakeholder in North Marion County, we recognize the importance of investing in a coordinated marketing strategy that reflects the region's strengths: vibrant cultural diversity, rich agricultural heritage, signature events, and welcoming small-town experiences. This work will not only attract new visitors but also support local businesses, strengthen community identity, and foster long-term economic resilience.

We fully support the North Marion Tourism Collaborative as the lead entity to implement this plan and are confident in their ability to successfully execute these strategies on behalf of the region.

Thank you for your consideration.

Sincerely,

Bryan Asher
Mayor
City of Aurora

21420 Main Street • Aurora, OR 97002 • (503) 678-1283 • Fax (503) 678-2758

4/22/2026
To: Marion County Economic Development Program
Re: North Marion Tourism Collaborative
Marion County Community and Economic Development Tourism Grant Request

On behalf of Portland Rose Balloons, I am pleased to express our strong support for the North Marion Tourism Collaborative's application for the Marion County Community and Economic Development Tourism Grant Request for the North Marion Tourism Marketing Plan Project.

The North Marion Tourism Collaborative (NMTC) is a partnership between tourism-related businesses, organizations, and cities that present a coordinated, regional approach to tourism development and marketing across North Marion County, including the areas of Aurora, Brooks, Donald, Gervais, Hubbard, Mt. Angel, St. Paul, Scotts Mills, Silverton, and Woodburn. This unified effort is critical to positioning North Marion County as a cohesive and competitive destination within Oregon and the Pacific Northwest.

We strongly support NMTC's request for funding in order to implement the North Marion Tourism Marketing Plan. The Plan is a comprehensive and strategic roadmap designed to increase awareness, visitation, and economic impact across the region and outlines a phased approach to building a full-scale destination marketing program, including:

- Launching and implementing a unified regional brand
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- Developing high-quality content such as itineraries, storytelling assets, and photography
- Creating and distributing marketing collateral to support visitor planning and navigation

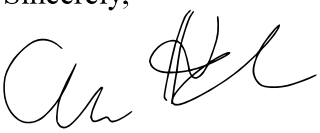
These efforts directly address key regional challenges, including limited awareness of North Marion as a destination; the need for year-round visitation; and the opportunity to better connect individual attractions into a compelling, multi-day visitor experience.

As a stakeholder in North Marion County, we recognize the importance of investing in a coordinated marketing strategy that reflects the region's strengths: vibrant cultural diversity, rich agricultural heritage, signature events, and welcoming small-town experiences. This work will not only attract new visitors but also support local businesses, strengthen community identity, and foster long-term economic resilience.

We fully support the North Marion Tourism Collaborative as the lead entity to implement this plan and are confident in their ability to successfully execute these strategies on behalf of the region.

Thank you for your consideration.

Sincerely,



Chris Hancock
Owner
Portland Rose Balloons

4/21/26
To: Marion County Economic Development Program
Re: North Marion Tourism Collaborative
Marion County Community and Economic Development Tourism Grant Request

On behalf of **Tree Climbing at Silver Falls** I am pleased to express our strong support for the North Marion Tourism Collaborative's application for the Marion County Community and Economic Development Tourism Grant Request for the North Marion Tourism Marketing Plan Project.

The North Marion Tourism Collaborative (NMTC) is a partnership between tourism-related businesses, organizations, and cities that present a coordinated, regional approach to tourism development and marketing across North Marion County, including the areas of Aurora, Brooks, Donald, Gervais, Hubbard, Mt. Angel, St. Paul, Scotts Mills, Silverton, and Woodburn. This unified effort is critical to positioning North Marion County as a cohesive and competitive destination within Oregon and the Pacific Northwest.

We strongly support NMTC's request for funding in order to implement the North Marion Tourism Marketing Plan. The Plan is a comprehensive and strategic roadmap designed to increase awareness, visitation, and economic impact across the region and outlines a phased approach to building a full-scale destination marketing program, including:

- Launching and implementing a unified regional brand
- Expanding digital marketing efforts, including website enhancements, social media, and paid campaigns
- Developing high-quality content such as itineraries, storytelling assets, and photography
- Creating and distributing marketing collateral to support visitor planning and navigation

These efforts directly address key regional challenges, including limited awareness of North Marion as a destination; the need for year-round visitation; and the opportunity to better connect individual attractions into a compelling, multi-day visitor experience.

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We fully support the North Marion Tourism Collaborative as the lead entity to implement this plan and are confident in their ability to successfully execute these strategies on behalf of the region.

Thank you for your consideration.

Sincerely,
Leo Fischer, **Owner, and Founder**
Tree Climbing at Silver Falls

Leo Fischer

CITY OF SILVERTON
410 N Water Street | Silverton, Oregon 97381

April 24, 2026

Dear Marion County Economic Development Program,

On behalf of the City of Silverton, I am pleased to express our strong support for the North Marion Tourism Collaborative's application for the Marion County Community and Economic Development Tourism Grant Request for the North Marion Tourism Marketing Plan Project.

The North Marion Tourism Collaborative (NMTC) is a partnership between tourism-related businesses, organizations, and cities that present a coordinated, regional approach to tourism development and marketing across North Marion County, including the areas of Aurora, Brooks, Donald, Gervais, Hubbard, Mt. Angel, St. Paul, Scotts Mills, Silverton, and Woodburn. This unified effort is critical to positioning North Marion County as a cohesive and competitive destination within Oregon and the Pacific Northwest.

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We fully support the North Marion Tourism Collaborative as the lead entity to implement this plan and are confident in their ability to successfully execute these strategies on behalf of the region. Thank you for your consideration.

Sincerely,

Cory Misley, City Manager
City of Silverton

Woodburn
AREA CHAMBER OF COMMERCE
ALWAYS FRESH DISCOVERIES

April 21, 2026

Re: Marion County Community and Economic Development Tourism Grant Request

On behalf of the Woodburn Area Chamber of Commerce, I am pleased to express our strong support for the North Marion Tourism Collaborative's application for the Marion County Community and Economic Development Tourism Grant Request for the North Marion Tourism Marketing Plan Project.

The North Marion Tourism Collaborative's regional approach to tourism development and marketing across North Marion County is a unified effort to position North Marion as a cohesive and competitive destination within Oregon and the Pacific Northwest.

The Plan is a comprehensive and strategic roadmap designed to increase awareness, visitation, and economic impact across the region and outlines a phased approach to building a full-scale destination marketing program, including:

- Launching and implementing a unified regional brand
- Expanding digital marketing efforts, including website enhancements, social media, and paid campaigns
- Developing high-quality content such as itineraries, storytelling assets, and photography
- Creating and distributing marketing collateral to support visitor planning and navigation

These efforts directly address key regional challenges, including limited awareness of North Marion as a destination; the need for year-round visitation; and the opportunity to better connect individual attractions into a compelling, multi-day visitor experience.

We fully support the North Marion Tourism Collaborative as the lead entity to implement this plan and are confident in their ability to successfully execute these strategies on behalf of the region.

Sincerely,

John Zobrist
Executive Director
Woodburn Area Chamber of Commerce

April 22, 2026

To: Marion County Economic Development Program
Re: North Marion Tourism Collaborative – Marion County Community and Economic Development Tourism Grant Request

On behalf of the Willamette Valley Visitors Association (WVVA), I am pleased to express our strong support for the North Marion Tourism Collaborative's (NMTC) application for funding to implement the North Marion Tourism Marketing Plan.

WVVA serves as the regional destination marketing and management organization for a seven-county area spanning from Wilsonville to Cottage Grove, and from the Coast Range to the Cascade Range. Our work focuses on advancing tourism that strengthens local economies and enhances quality of life for residents and visitors alike.

NMTC represents a partnership of tourism-related businesses, organizations, and cities working together to advance a coordinated approach to tourism development and marketing across Aurora, Brooks, Donald, Gervais, Hubbard, Mt. Angel, St. Paul, Scotts Mills, Silverton, and Woodburn.

WVVA supports NMTC's request to implement its Tourism Marketing Plan—a strategic roadmap to increase awareness, visitation, and economic impact. The plan outlines a phased approach to building a comprehensive destination marketing program, including:

- Launching a unified regional brand
- Expanding digital marketing efforts (website, social media, and paid campaigns)
- Developing high-quality content such as itineraries and visual assets
- Creating and distributing visitor-facing marketing materials

These efforts address key challenges, including limited regional awareness, the need for year-round visitation, and the opportunity to better connect assets into a compelling, multi-day visitor experience.

WVVA recognizes the importance of investing in a coordinated marketing strategy that reflects North Marion County's strengths—its cultural diversity, agricultural heritage, signature events, and welcoming small-town character. This work will support local businesses, strengthen community identity, and contribute to long-term economic resilience.

We are confident in NMTC's ability to successfully implement this plan and fully support their leadership in this effort.

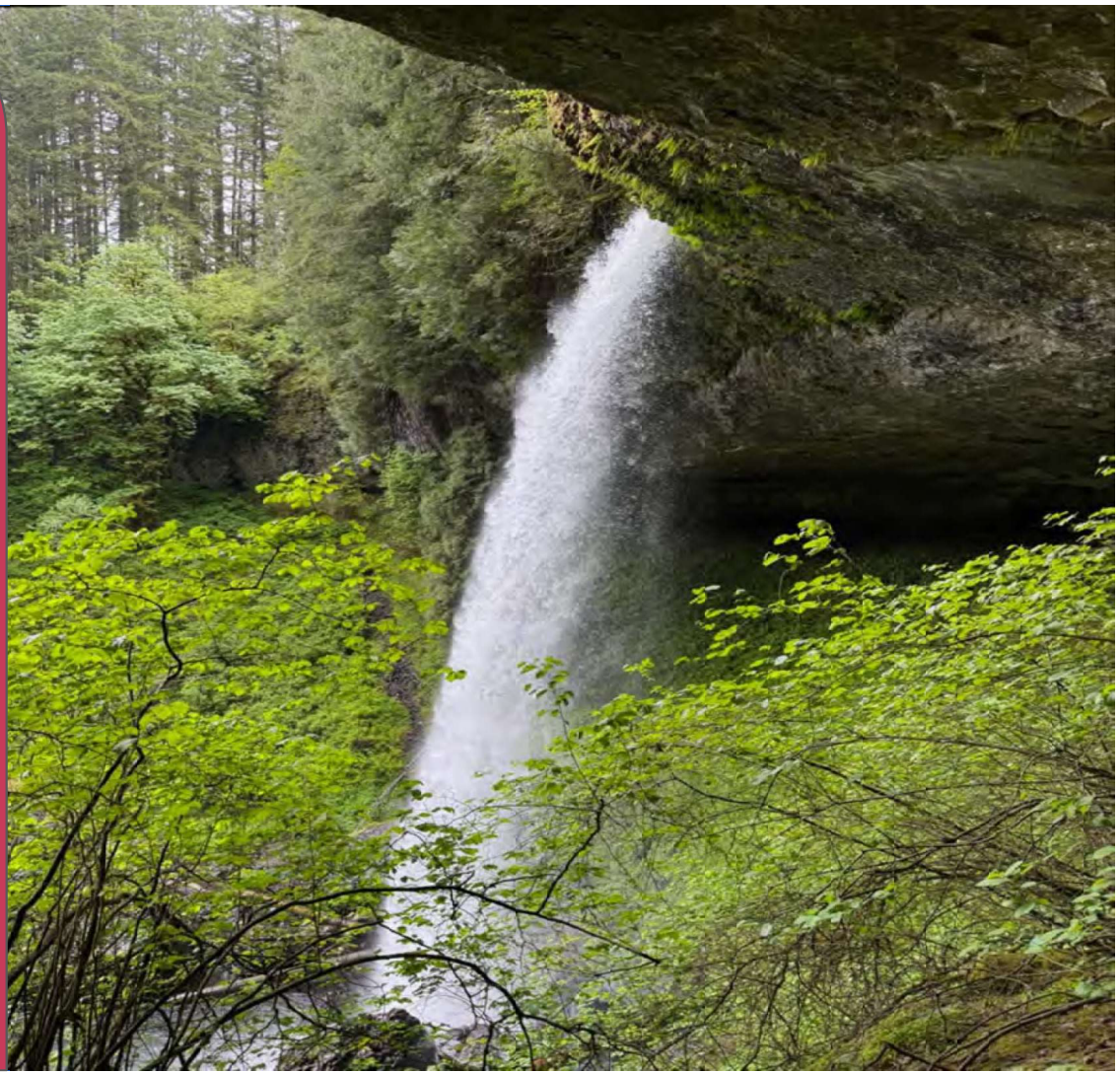
Sincerely,

Tori Middelstadt

Tori Middelstadt
Executive Director
Willamette Valley Visitors Association

North Marion Marketing Plan

October 16, 2025
Updated 12/4/25



Background + Process

Project Background

In 2025, as part of a broader **Destination Strategy Project led by Crosscurrent Collective and Lookout Co.,** North Marion Tourism Collaborative (NMTC) embarked on the development of a strategic marketing plan that could scale over time and flex to market changes and growing resources. This plan, as a well as a new destination brand guide, was created by Lookout Co. in collaboration with NMTC. The recommended strategies in this plan cover the following areas of inquiry.

1. What are the components of a full-fledged DMO marketing program?
2. How should NMTC prioritize investments in programs and channels over time?
3. What do these marketing investments cost?
4. What tools and assets are needed to assist local businesses and organizations in marketing North Marion to visitors?
5. What are the region's "hero" experiences & destination drivers?
6. How do we identify partnerships that can build awareness for North Marion as a visitor destination?
7. What are North Marion's highest value target audiences?
8. How do we measure results of marketing investments?

Destination Strategy - Key Impact Areas

This marketing plan (under Impact Area Ca t right) is part of an overall Destination Strategy* for North Marion

IMPACT AREA A: CAPACITY	IMPACT AREA B: RELATIONSHIPS	IMPACT AREA C: MARKETING	IMPACT AREA D: EXPERIENCES
Grow the organization's financial resources and staff capacity to implement this destination strategy	**Build trust and accelerate connectivity among all the players in the North Marion tourism ecosystem**	**Increase visitation and drive consistent, year-round demand**	**Enhance and diversify experiences for visitors and locals**
A1) Create a compelling partnership model for NMTC, allowing participating businesses and organizations to contribute annually	B1) Expand the umbrella of the tourism ecosystem and convene players consistently	C1) Implement new brand across all channels	D1) Share the importance of local farmland and produce through food experiences and experiential farming practices
A2) Secure funding commitments and put agreements in place with each of the nine city jurisdictions and Marion County	B2) Convene and leverage affinity groups; ensure prominent North Marion business leaders are in the network	C2) Build and/or improve foundational marketing tools to effectively promote the region as a destination	D2) Grow outdoor recreation experiences (nature, trail sports and paddle sports)
A3) Generate revenue by offering a "Partnership Marketing Program" that helps NMTC members amplify their messaging while offsetting NMTC marketing costs	B3) Increase frequency of communication among people operating in the tourism ecosystem (industry communications)	C3) Build awareness and inspire visitation during key time periods	D3) Define and augment cultural heritage experiences
A4) Seek grant opportunities that align with priority areas of destination development work (Impact Area D)		C4) Provide opportunities for partners to participate in North Marion marketing programs and campaigns	D4) Build experiences around signature events and during the off-season and shoulder season
A5) Enroll industry champions to establish a formal funding mechanism such as a destination-wide tourism industry assessment		C5) Engage with influential/large audience tourism businesses and attractions, as well as DMOs, to amplify North Marion's story through their respective channels	D5) Develop unique lodging opportunities and increase the volume of lodging options
A6) Invest funds in strategic ways to enhance the sustainability of NMTC and its impact in North Marion			D6) Support efforts to improve accessibility throughout the region

**To view the full Destination Strategy document please email info@explorenorthmarion.org*

Process

To inform the development of this marketing plan, NMTC provided historical data, reports, and a catalog of past and current marketing initiatives. Board members contributed their insights during a kickoff session and an industry-wide survey captured feedback from over 50 stakeholders across the region.

Lookout collaborated with Crosscurrent Collective on the overall Destination Strategy (this plan is a component of that broader Destination Strategy). Regional tourism economic data provided insights, and a competitive destination creative review was presented to the North Marion Marketing Committee (a subset of the larger board). The committee played a key leadership role in both the branding and marketing planning processes, ensuring cohesive direction and strategic alignment throughout the project.

North Marion Tourism Collaborative + Stakeholder Inputs

What Problems do We Need to Solve? (Inputs)

CONSUMER:

- A single attraction may not entice many visitors, however weaving together a number of sites and attractions into a single visit would appeal to a larger audience.
- How do we make people aware of our destination? We don't have a cohesive way to tell our story.
- We need to do two things:
    - Get people from within Marion County or nearby to attend our events & attractions
    - Get people from farther afield to come engage in our experiences
- We're very event driven, but we need tourism year round, *between* events.
- There's a perception that we're 'far away' – Portlanders think going south of Wilsonville is the end of the world.
- NMTC needs to remain focused & stick to our plan, not jump on ad-hoc opportunities.
- The Wilsonville and Keizer/Salem I-5 bottleneck is an issue.

INDUSTRY:

- We need better awareness for NMTC as the Regional DMO; we're very committed to engaging our stakeholders.
- This marketing plan and the new branding will give NMTC the opportunity to reintroduce the organization.

What's the Lure?

Themes:

- **Diverse Experiences**
  - Proof: Tree climbing to rodeos to antiquing to waterfall hikes, sunflower fields, famous festivals, botanical gardens, farm stands and inviting small towns
- **"Slow Down" Feel**
  - Proof: Beautiful rural countryside, farms and forests. Visitors can disconnect from busy lives and enjoy serene landscapes and lovely small towns
- **All Cultures Celebrated**
  - Proof: History of diverse cultures settling in North Marion from Germany, Russia, Latin America, and regions throughout Mexico. North Marion hosts thriving cultural festivals and ethnically diverse communities who make everyone feel welcome
- **Flowers to Farms to Forest**
  - Proof: The region is an "Agritourism PLUS" destination, boasting heritage farms, fields of Christmas trees, irises, peonies, tulips, and countless nurseries. North Marion offers wonderful visitor experiences, from the sweeping views from a Benedictine Abbey to a miles of stunning hikes at Silver Falls State Park
- **Easy Access from Metro Areas**
  - Proof: The region lies within 30 minutes of populous cities of Portland or 15 minutes from Salem, either by scenic country roads or the I-5

Hero Experiences

Hero Experiences:

- Events and Festivals (Several top OR events - see next slide)
- Gardens, Nurseries, Flowers, Wineries, Farm Stands
- Historic, Walkable, Charming and Friendly Small Towns
- Authentic Cultural Experiences
- Diversity of Food
- Variety of Shopping - Outlets, Vintage, Arts and Antiques
- Silver Falls State Park “The crown jewel of the OR Parks system” (attracting more than 1 million visitors/year)
- Scenic Tour Routes
    - Silver Falls Tour Route
    - Willamette River Trail
    - Willamette Valley Scenic Bikeway
- Fun in Every Season
    - Spring Flower Fests
    - Rodeo and Summer Events
    - Harvest Fests and Oktoberfest
    - Holiday Events and Shopping

The list at left represents the top reasons people visit, or will *want to visit*, North Marion

Use this list to:

- Develop itineraries, story pitches and content
- Identify [hoto and video locations
- Ideate Campaign Themes

Signature Events

Aurora
Aurora Colony Days - 2nd weekend in August
Wine & Chocolate Walk - 1st weekend in December

Brooks
Adelman's Peony Season - April - June
Schreiner's Iris Festival - May
Steam Up - Early August

Gervais
Bauman's Garden Palooza - early-mid April
Bauman's Harvest Festival - Last week Sept - Oct

Mt. Angel
Oktoberfest - mid September
4th of July Parade + Fireworks
Mt Angel Abbey Bach Festival - End of July - August
Volksfest - first week February
Hazelnut Fest - first week December

Hubbard
Hop Fest - 3rd Saturday in July

Donald
Donald Daze Hazelnut Festival - July

St. Paul
4th of July
St. Paul Rodeo - Late June - July 4

Silverton
Homer Davenport Festival - 1st weekend in August
Strawberry Festival - Father's Day weekend (June)
Pet Parade - 3rd Saturday in May
3rd of July Celebration - Oregon Garden
4th of July Celebration - July 4
Silverton Art Festival - 3rd weekend in August
Sidewalk Shindig - 1st Saturday in October
Oregon Garden Christmas Market - last week of November - early January

Woodburn
Wooden Shoe Tulip Festival - March - May
Wooden Shoe Summer Flowers - July - August
Cinco de Mayo - May 5
4th of July Celebration - July 4
Fiesta Mexicana - Mid August
Hispanic Heritage Month - Mid September
Flavor de Futbol - June
Second Fridays (monthly themes) - Year-round

Desired Short Term Marketing “Wins”*

Short Term - Within 12 Months:

- CONSUMER WEBSITE: Refreshed new brand
- ENHANCED IMAGE LIBRARY
- CREATE ITINERARIES
- BUILD STORY BANK / “PITCH DOC”/TOOLKIT: NMTC and partners market the region
- BUILD OVERALL MARKETING PROGRAM and CONTENT CALENDARS
- COLLATERAL: Assess needs, target audience, objective, format and distribution
- MARKETING CAMPAIGN: Document and develop database of marketing resources, opportunities, costs, distribution/saturation, etc.
- RECOGNITION: NMTC recognized and valued as DMO for the North Marion region

Medium Term - Within 2 - 3 years:

- IMPLEMENT MARKETING CAMPAIGNS
- PROVIDE CO-OP OPPORTUNITIES: Partner with North Marion cities on marketing the region. Develop "proof of concept" for collaborative marketing. *"People need to see the value of investing"*
- FUNDING SUSTAINABILITY: Grow into a funding model where North Marion cities see the value and contribute funding towards tourism marketing in the region.

**Client team input also included desire to strengthen industry communications & support; this will be covered in the Destination Strategy*

Destination Marketing Future Look

How Marketing Tactics Can Influence Visitors Along Their Decision Making Journey

POST TRIP SHARING + DREAMING OF NEXT VISIT

Tactics that Impact Visitors Post Visit:
Responding to or reposting visitor trip stories on Social Media
Staying in touch via e-newsletter
Special offers for return trips

TRAVEL DREAMING

Tactics that Impact Visitors in Inspiration Phase:
Advertising: digital, billboards, pre-roll video, etc.
Organic social + influencer content
Travel e-newsletter
Adventure consumer shows
Experiential installations
CRM
Media outreach *(pitching the destination)*



EXPERIENCING/VISITING

Tactics that Impact Visitors While in Destination:
Wayfinding: Info maps/kiosks/banners
Signage, maps & collateral
Direct messaging/social media communications
Geo-fenced advertising
Visitor centers (mobile/digital)
Guest service training = great experience

PLANNING THE TRIP

Tactics that Impact Visitors in Trip Planning Phase:
E-news/blog
Social media posts (NMTC & others)
Host influencers
Ads/sponsored stories on influential sites: *TripAdvisor, NW Travel + Life, etc.*
Travel apps, All Trails
Online search

BOOKING

Tactics that Impact Booking Phase:
Blog content has Call to Action: *Book a guide, attractions, hotel, etc.*
Lodging packages
Geo-targeted ads
Influencer travel agents

Growth Scenario: North Marion Marketing Development - First 4 Years

Y1

Foundation Building: Launch New Brand + Enhance Marketing Tools

Build Marketing Function Structure/Clarify Roles

Implement New Brand across all Channels

Build Marketing/Story Kit, Content Calendar

Socialize Brand & Mktg Strategies to Partners in Region + Beyond

Run 1 niche/seasonal ad campaigns with co-op

Y2

Build Momentum + Launch Niche Campaigns

Y1 tactics, plus ADD:

Run 2 niche/seasonal ad campaigns

Add Marketing Tools (e.g., collateral or?)

Launch quarterly travel e-newsletter

Influencer/content program

Launch NMC Full Partnership/Co-op Program

Y3

Build Deeper Fanbase + Partnership Opportunities

Y1 + 2 tactics, plus ADD:

Update Story Kit

Run 3-4 niche/seasonal ad campaigns

Add Marketing Tools as needed

Increase newsletter to bimonthly

Influencer program

Promotional/Retail Partner

Y4

Technology is Shifting Quickly...

Y1, 2, + 3 tactics. plus ADD new programs

Assess New Opportunities to Add to Marketing Mix

Y2, Y3 + Y4 ***include*** the previous year's programs, plus the additional tactics listed

Target Audiences

Target Audiences

1. Urban Explorers

2. Festival & Culture Seekers

3. Garden & Nature Enthusiasts



Urban Explorers

Age Range: 25–55 years old (Millennials + Gen x), Friend Groups + Families

Primary Locations: Portland metro/Vancouver, WA, Salem, Eugene, Corvallis, Bend, I-5 Travellers

Interests
Flower fields, wine country charm, rural small towns, local artisanal shopping, breweries, hiking, natural wonders, local, high quality food & drink

Motivations

- Ease & spontaneity!
- Disconnect, sensory experience, convenience, photo-worthy escapism, off the beaten path, quality food + drink, kid fun
- Photo-worthy

Preferred Trip Type

- Scenic, relaxed day trips within 2–2.5 hours; opportunity to extend stay



Festival & Culture Seekers

Age Range: 25-65 (young professionals, families, active retirees)

Primary Locations: Portland metro/Vancouver, WA, Salem, Eugene, Corvallis, Bend, I-5 Travellers and *farther afield regional travellers*

Interests:

- Appreciate **authentic, immersive cultural experiences** (live performances, folk traditions, artisan crafts)
- Prioritize **social experiences -** bringing friends or family
- Share experiences on social media, often motivated by the visual vibrancy of events

Motivations:

- Celebration, energy, connection
- Patriotism
- Escape, taste & indulge
- Family fun, teach kids

Preferred Trip Type:

- Day trip to festival. Big opportunity for overnight packages & doing more in region



Garden & Nature Enthusiasts

Age Range: 40+, retirees (30+ if desire more broad targeting)

Primary Locations: Portland metro/Vancouver, WA, Salem, Eugene, Corvallis, Bend, I-5 Travellers and farther afield regional travellers

Interests:
Seasonal farms & events, lifelong learning, gardens, parks, arboretums, soft adventure/easy hikes, scenic drives, canning, cooking, farmers markets

Motivations:

- Learning, workshops, tours
- Buying plants
- Togetherness: families, clubs
- Slow down

Preferred Trip Type:

- Day trip. Big opportunity to change behavior to overnight trips, packages & experiencing more in region









Marketing
Objective & Strategies
Years 1 & 2

Overall Marketing Objective

North Marion is Known as a Unified Destination & has Increased Awareness & Visitation by:

Implementing an Inspiring New Brand

Engaging Industry, Local Businesses & Communities in the Value of Collaborative Marketing

Expanding Tools to Effectively Market the Destination to Highest Value Target Audiences

Participant Input

Marketing Strategies - Years 1 & 2

Strategies are stated as OUTCOMES

"What is the result, action or behavior we seek?"

1 North Marion is Positioned & Perceived as a Welcoming, Vibrant, Culturally Diverse, Multi-Experience, Agritourism Destination

2 North Marion has the Marketing Assets, Channels & Tools Needed to Effectively Promote the Region as a Destination

3 Visitors are Inspired to Visit our Destination Year Round "There is something for everyone – any time of year"

4 Strong Partnerships & Tourism Network Provide Multiple Outlets to Tell North Marion's Story

1 North Marion is Positioned & Perceived as a Welcoming, Vibrant, Culturally Diverse, Multi-Experience, Agritourism Destination

Headline: Implement New Brand Across all Communications

- **Implement Brand**
  - Priority #1: Refresh website with new brand (design & copy)
  - Update Industry communications e-newsletter template
  - Replace avatars on social channels & facebook header image
  - Replace destination description on social profiles with new copy (see brand guide)
  - Update kiosk creative (optional)

- **Build the New North Marion "Marketing & Story Toolkit"** *(see next slide for contents)*
  - Alignment around key messages, new brand & priorities
  - *See recommended list of meetings as well as agenda topics, slides 34-35*

Marketing & Story Toolkit

Your Destination “Pitch” Kit to Help Others Market North Marion

Contents:

- Consumer positioning copy from style guide
- 3 story pitch ideas with images
- 8 additional outstanding images (plus a link to additional images)
- List of hero experiences
- List of signature events
- Link to existing itineraries page on website
- Contact info

Format for Story Ideas: Branded Google Doc or Google Slides

- Criteria:
  - Must be compelling with an attention-grabbing title
  - Keep it short : No more than a 500-word intro plus a bulleted list of experiences that support the story
- What can North Marion provide (images, free passes to attractions, interesting interview subjects)
- Contact info

Story Pitch Concept Example

Example Title: "Wild, Weird & Wonderful North Marion" *(below is not fact checked or copywritten, only an example)*

Ever drink beer with a Benedictine Monk? Countdown to the biggest Glockenspiel in the U.S.? Sleep in a 300-foot tall cedar or take selfies amidst 5,000 tulips?

Known as an agritourism gem full of flowers, farms, signature events and sweet little towns, North Marion also boasts many unexpected, super fun, sometimes whacky and always fascinating discoveries. Here's a list of oddities to discover… only in North Marion:

- *Drink beer with a Monk - Mt. Angel Brewery at Mt Angel Abbey, brewery run by Benedictine monks (only 1 of 3 in the USA) serves tasty xxx while overlooking beautiful countryside*
- *See an authentic Glockenspiel in Mt. Angel: one of only a few in the USA of its kind and stature*
- *Read a rare treatise on xyz inside a modern architectural gem at the Mt Angel Abbey Library*
- *Tour the only Frank Lloyd Wright house in Oregon, with its xxx and xxx*
- *TopWire Hop Project makes for a perfect afternoon; pass heritage farms and fields of red clover en route to TopWire. Enjoy frosty mugs of xxx, served at tables beneath towering hops vines*
- *Shop for a treat in Oregon's oldest store near the site of the first Oregon congress in xxx date. (Butteville Store), music & farm-to-table dinners*
- *Ride a hot air balloon or take hundreds of photos of 40 acres of technicolor tulips at Wooden Shoe Tulip Farm, a multi-generation, family-run farm – one of the biggest in the PNW*
- *Did you know you can actually walk behind a giant cascading waterfall or one of the 12 others at Silver Falls State Park. Or climb a 300-foot cedar… and even camp in the tree canopy overnight?!*

1 North Marion is Positioned & Perceived as a Welcoming, Vibrant, Culturally Diverse, Multi-Experience, Agritourism Destination

cont'd.

- **Industry Communications - Spread the Word!**
  - Story 1 - Nov/Dec 2025
    - The why behind the work
    - New brand is rolling out - *"Here's a peek at the new North Marion brand. It evokes xyz... (take language from brand guide). Watch for the roll out in the coming months"*
  - Story 2 - Feb/March 2026
    - North Marion's website is live!
    - What does this mean for you, as a valued partner?
    - CTA: *"Please use these assets" (downloadable logo art) & link to put on your websites, e-newsletters, etc.*
- Board Members present new brand and marketing programs at City Council meetings, Chamber of Commerce meetings, etc.

2 North Marion has the Marketing Assets, Channels & Tools Needed to Effectively Promote the Region as a Destination

Headline: NMTC is inspiring consumers with a consistent story through multiple channels & providing effective tools to help our audiences plan their visits

- **Create Master Marketing Program Calendar** by month & channel & theme (example)
  - Subset: Create Content Calendar aligned with themes (social & e-news stories)

- **Assess Image Library**
  - What Hero Experience images are missing?
  - Does imagery reflect the new brand voice, diverse visitors & experiences?
  - Plan photo shoot(s)
  - Organize & tag image library by town, event & activity

- **Assess Your Blog/Stories Content**
  - Develop a spreadsheet of content themes & look at Hero Experiences - what's already been covered (include links), what stories are missing? Develop list of ideas. *(Note: Some stories should be itineraries: Day 1, 2, 3)*
  - Review Travel Oregon's seasonal "Call for Content" story themes - add activities to your list *that meet their story needs. Submit stories & images* ***here***
  - Can any existing blog posts be used or re-shaped for your story kit?

2 North Marion has the Marketing Assets, Channels & Tools Needed to Effectively Promote the Region as a Destination

cont'd.

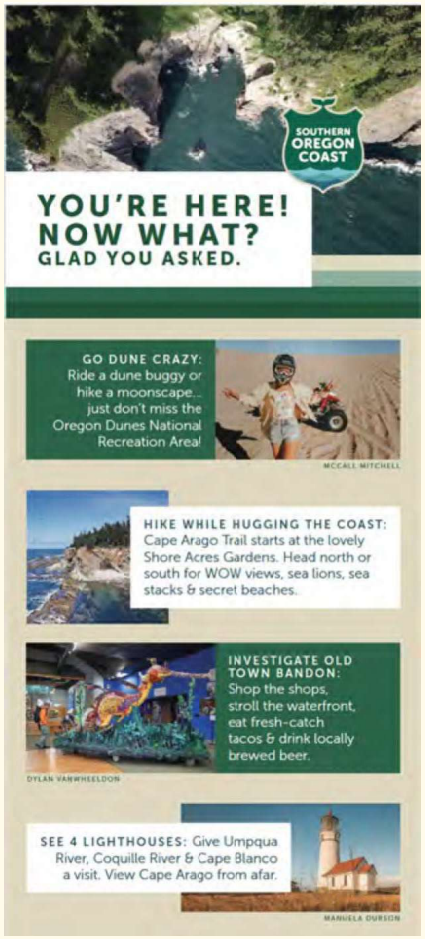
- **Year 2: Launch Quarterly Consumer Trips Ideas E-newsletter**
  - Hire content writer/contractor to manage
    - Each edition features 3 stories plus events per e-news
    - Use your existing itineraries as content, too! (use Constant Contact)
    - Best practice: Sell 1 sponsored story placement per e-newsletter (cost example: $1200). Your content writer writes the story & partner approves.

- **Collateral**
  - Assess the need or opportunity for collateral. See next slides
  - Define objective for collateral piece & distribution
  - What are goals::
    - Lure people to destination?
    - Help people get around region?
    - Train front-line staff about all the experiences in the region?
  - Ideas::
    - Illustrated map to pull the vibrancy of the area together
    - Trifold brochure
    - A rack card

Rack Card/Trifold

- 4x9 to fit in standard racks
- Typically a lure piece distributed outside your area, but since your region is spread out, it could also work to move people around the region
- Highlight the region's bucket list to visitors *already* in the region. Targeted distribution could be at events, hotels, sports event attendees, etc.
- Distribution Ideas:
  - Top NM attractions
  - Hotel front desks
  - PDX
  - Portland Hotels
  - I-5 Rest Stops

This rack card was created for Travel Southern Oregon Coast. It was distributed to players & their families attending the US Amateur Open at Bandon Dunes, placed in registration packets & front desks of area hotels





Maps

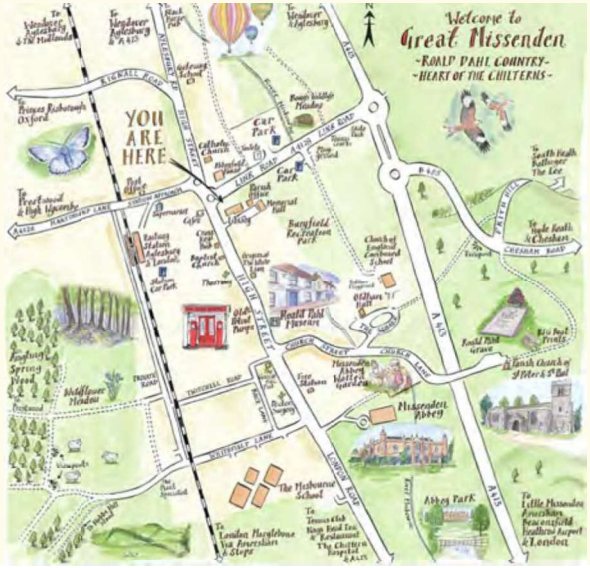
Great Visual Tool to Get a Sense of Offerings Across Region

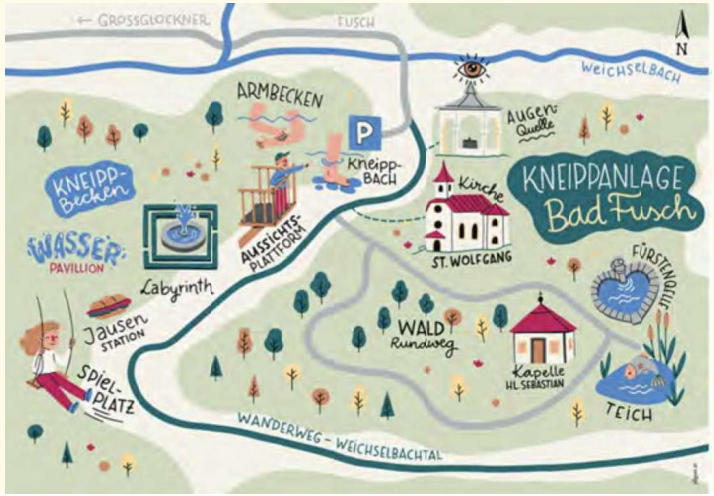
Illustrations Bring Fun Experiences to Life & Can be Used across Website, Merchandise & Other

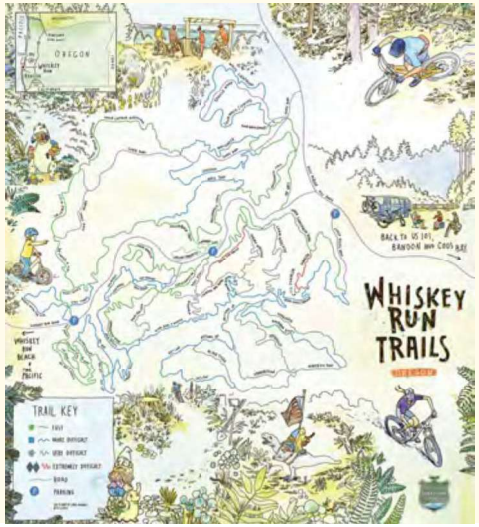
Effective When Posted at Large Scale in Visitor Centers & Key Venues

Good Front-Line Staff Tool for Advising Visitors

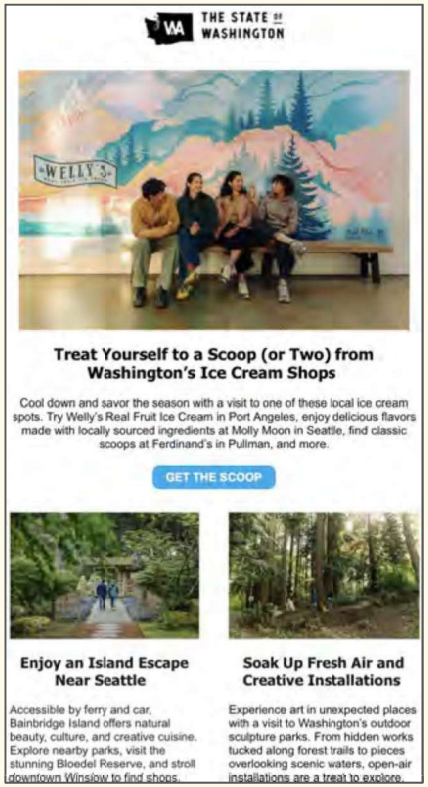






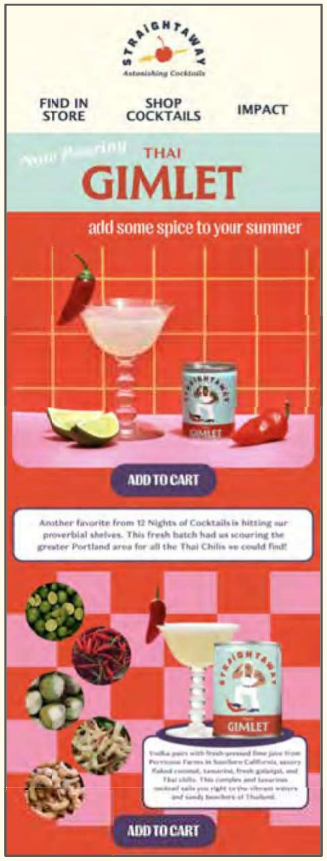


Trip Ideas / Consumer E-newsletter

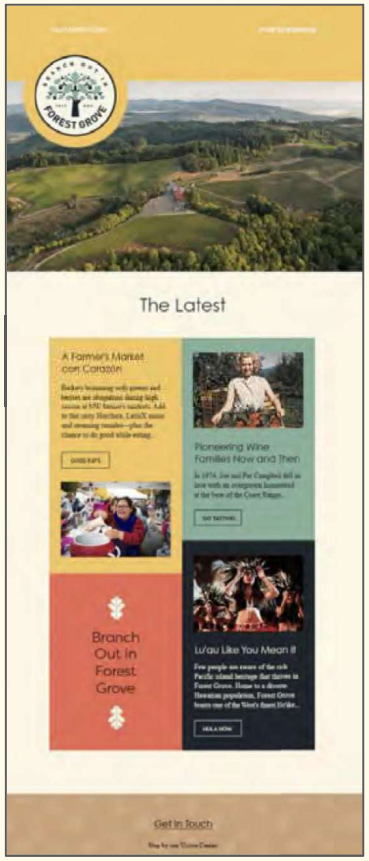


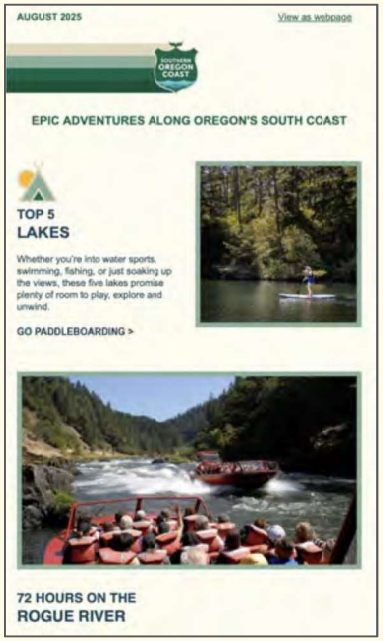
Boring

Vs.



Not Boring!





- *Powerful Marketing Tool*
- *Helps NMTC Stand Out + Keep Destination Top of Mind*
- *Implement in Year 1 or 2*

3 Visitors are Inspired to Visit our Destination Year Round "There is something for everyone – any time of year"

Headline: NMTC is strategically pulling marketing levers to inspire visitors year round

- **Year 1 (and 2):** *(first campaign targeted for spring 2026)*
  - **Niche Themes & Seasonal Events 1-Month Campaign "Bursts"**
    - **Outlets:** Meta & Search are top priorities; add Digital Display, YouTube, budget permitting. Themes: tbd by marketing committee
    - **Event Campaigns**: Anchor campaign in signature event (e.g., Cinco de Mayo, but then tell the *broader story of region*)
    - **Niche Campaigns**: highlight an interest area (e.g., holiday shopping & events,, but then tell the *broader story of region*)
      - Retargeting ads should link to an itinerary on website
    - ***Agritourism and a focus on small businesses is a cornerstone***

- **Year 1:**
  - **Organic Social:** Scheduled posts using industry best practices & content calendar
  - **Organic Social During Campaigns: Organic** posts support the paid campaign theme ads so *everything is aligned*

3 Visitors are Inspired to Visit our Destination Year Round "There is something for everyone – any time of year"

Headline: NMTC is strategically pulling marketing levers to inspire visitors year round

- **Year 1: Paid/Boosted Social** - Boosted monthly posts to build following & grow email capture for future e-newsletter
- **Year 1: Influencers & Media Fams**
  - Research partner plans for hosting media & influencers
  - Offer to co-sponsor ($) or provide comped experiences
  - Create a prize package influencer can promote in their posts
  - Note: Influencer tour itinerary should support key messages from story kit or campaign themes at time of visit
  - *Best practice: see if you can negotiate use of influencer photos/videos after their visit; it can be advantageous to host an up-and-comer influencer vs. person with huge following because they'll give you their content*
- **Placer AI** - Review data to create a baseline for measuring future visitation

4 Strong Partnerships & Tourism Network Provide Multiple Outlets to Tell North Marion's Story

Headline: With limited resources, we need to build strong relationships with those who can tell our story, **and provide them the tools they need to market us in their channels.**

- **Identify top 3-5 organizations and businesses** who have significant *influence or budgets or followers* to include NMC in their marketing
  - Examples: Travel Oregon, Travel Salem, W. Valley Visitors Association, Woodburn Outlets, Wooden Shoe Tulip Farm, Bauman's Farm & Garden
  - Research foot traffic & social followings of businesses: e.g., Aurora Mills has 30k followers, Bauman's has approx. 40k on weekly email
  - Product partnerships: propose Marion-themed signature product with a local maker; co-brand the product label, jointly market it, run a contest (*e.g., Bauman's "Marion Cider," brewery*)
  - Best practice: Look for Travel Oregon's call outs for stories & what's new. Here's a recent callout

- **Schedule meeting with organization's content/marketing and/or PR team**
  "We're increasing our marketing efforts and would love to meet to learn about partnership opportunities & how to best feature our experiences in your channels."

4 Strong Partnerships & Tourism Network Provide Multiple Outlets to Tell North Marion's Story

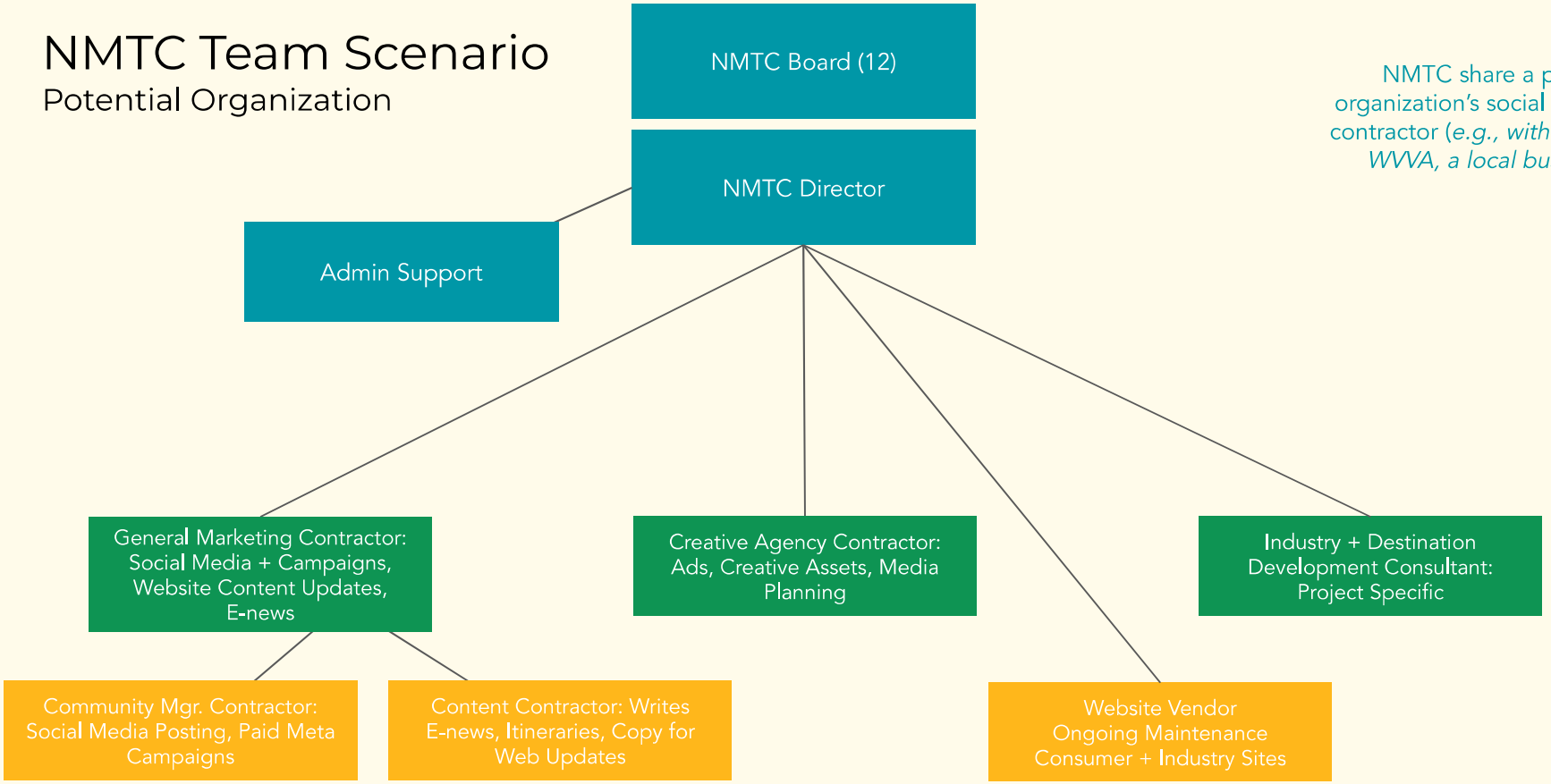
- **Agenda Topics for Partner Meeting with DMO or Local Influential Business**:

    a. What do you need from NMTC to *help you share North Marion's story*?
    b. What are your strategies this year? (don't forget to ask about media/influencer tours)
    c. What challenges are you trying to address with your marketing?
    d. What kind of stories, photos, write-ups or content do you need; what angles are you focusing on (*e.g., accessible travel, wellness, unique lodging*)
    e. What channels do you use? Is there an opportunity to include a North Marion message?
        i. Can we get a commitment & timeline to provide you images for posting in your social?
        ii. Can you place our logo, a blurb and link on your website?
        iii. Can you add us to your linktree?
        iv. Can we be featured in your e-newsletter, when?
        v. Can we partner with you on an upcoming fam or influencer tour?

What Team is Needed to Implement this Plan?

NMTC Team Scenario

Potential Organization



IDEA:
NMTC share a partner organization's social media contractor (*e.g., with a city, WVVA, a local business)*

Budget & KPIs

Link to budget & KPIs

Note to client: please be sure to save linked spreadsheets to client drive

Thank you



Addendum: Additional Misc. Ideas

- Cycling has big potential - clubs and groups can organize rides in area
    - Recruit bike shops
    - Recruit bike motel/hotel
- Woodburn Drag Days - drag queens and drag racing!
- Content idea: Most Instagrammable spots in Marion
- Framed illustrated map of NM posted at major attractions
- Improve interpretation of attractions/sites - e.g., the story of the glockenspiel
- Place fun branded sign in each town with arrows pointing in every direction - but instead of the typical xx miles to other cities, the sign reads: xx Miles to Waterfalls, xx Miles to Benedictine Abbey, XX Miles to Glockenspiel, XX Miles to Tulip Fields...
- Send a "Visiting Friends And Family" rack card through local utilities: *"Have friends visiting? Here are the top-10 not to miss experiences in North Marion"*
- Engage with the fanbase many of NM's attractions enjoy. Attractions include Links to NM itins on ticket purchase thank you pages, etc.
- Send post event emails to visitors: *"Thanks for coming, don't miss these upcoming events & here's a hotel offer to come in xxx season"*
- Build NM itineraries in **All Trails** and put them on your website - it's free!

Exhibit B-
TG Reporting Requirements Form

Organization Name:		**Date:**		**Fiscal Year:**	
Contact Person:		**Title:**			
Contact Email:		**Contact Phone:**			
Report Completed By:		**Signature:**			

Activity Name:				
Project Timeline:				
Will TG Funds be Expended by June 30th? *(of FY year listed above)*	**Yes**	☐	**No**	☐
Provide Details of Work Completed with TG Funds During this Reporting Period: The project must meet the requirements of ORS 461.540				
Please indicate how the activity meets tourism-related needs in Marion County. Check all boxes that apply and explain briefly how they meet tourism needs. (check all that apply)	☐ Strengthening Tourism Economy		☐ Destination Promotion	
	☐ Tourism Infrastructure Development		☐ Attracting Visitors	
	☐ Event Development			
Budget Narrative Document Attached? (see instructions)				
Were TG Funds Leveraged for Additional Funding? (if so, please list amount)				
Project Picture/s	Please attach at least 1 picture of the completed project or work to date.			

All communications and outreach related to TG funded projects must include the following statement: "This project is supported by Marion County Economic Development."

Tourism Grant Program (TG) Reporting Requirements Form Instructions

Recipients receiving funds through the Tourism Grant Program (TG) will be required to complete the Reporting Requirements form as outlined below.

1. Interim Report(s): Required for activities lasting seven months or longer. The organization must submit a written report within six months of receipt of award and every six months thereafter until the end of the project grant agreement. This report must contain the following:
    a. A budget narrative describing the use of the funds including income or revenues and expenditures which are specifically applicable to the activity.
    b. Activity report detailing a high-level overview of progress to date, key achievements, main issues or challenges with implementation, and next steps.
    c. Any proposed changes to use of funds.
    d. If available, pictures, clips, quotes, or narratives from award participants of the activity.
    e. If TG funds are being used as part of grant matching funds, describe the whole project and the part of the project the Tourism Grant is funding.
    f. Geographic use of funds within Marion County (by zip code, city, or other method).
    g. Metrics on the activity such as website traffic and/or social media engagement, changes in employment levels in tourism-related sectors, visitor spending data and economic impact reports, increase in lodging tax revenue, community sentiment and perception of tourism, etc.
2. Final Report / Annual Report: Required for all activities regardless of activity duration, to be completed annually for multi-year agreements, or prior to activity completion. The organization must prepare a written final / annual report and appear before the Marion County Board of Commissioners at a regularly scheduled meeting or work session to present a short oral report (no more than 10 minutes) on the results of the activity. The report and presentation shall include the information required for the Interim report (see section 5.1 above) as well as:
    a. Narrative on the success of the activity including how the activity supported tourism in the community.
    b. Picture(s) of completed activity or work to date.
    c. Proof of acknowledgement of Marion County funding support such as inclusion of County logo on promotional materials.
3. Failure to Report/Inappropriate Use of Funds: Failure to comply with the reporting requirements as outlined may result in suspension or full revocation of funds. It is the responsibility of the awarded organization to monitor use of funds and ensure the funds are expended in compliance with the requirements as described herein. Should County identify incorrectly applied funds, County shall notify the awarded organization and awarded organization shall, within thirty (30) calendar days of receiving notice, make full repayment to Marion County. Should the awarded organization identify any incorrectly applied funds, the awarded organization must notify the County within ten (10) calendar days of the discovery and shall, within thirty (30) calendar days of notification, make full repayment to Marion County.

Exhibit C - Marion County Disbursment Request
Marion County Community and Economic Development Department

COMPANY NAME: North Marion Tourism Collaborative

PROJECT: North Marion Marketing Plan

Insert additional rows as needed.

PROJECT EXPENSES		
	Grant Funds	**Total**
Marion County Community and Economic Development	$ 150,000.00	$ 50,000.00
CS-7233-26 NMTC TG North Marion County		
		$ -
		$ -
Total	**$ 150,000.00**	**$ 50,000.00**

PROJECT EXPENSES		

Expenses - Cash	**Grant Funds**	**Total**
		$ -
	$ -	**$ -**
Total Cash Expenses	**$ -**	**$ -**

Expenses - In-kind (volunteer labor, donations, etc.)	**Grant Funds**	**Total**
		$ -
	$ -	**$ -**
Total In-kind Expenses	**$ -**	**$ -**

Total Project Costs	**$ -**	**$ -**

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 28, 2026

Department: Community and Economic Development

Title: Travel Salem Tourism Grant Agreement

Management Update/Work Session Date: October 13, 2026 **Audio/Visual aids** ☐

Time Required: 5 **Contact:** Brian Smith **Phone:** 503-588-5234

Requested Action:
Consider approval of an agreement with the Travel Salem to provide $300,000.00 over the next three years to support tourism related efforts in Marion County.

Issue, Description & Background:
Travel Salem applied for the Tourism Grant Program with the Community and Economic Development Department. The organization was selected by the Board of Commissioners on June 25th, 2026 as the recipient of the Salem Metro Tourism Grant. This grant provides $100,000 per year for three years to support tourism related efforts in Marion County.

Financial Impacts:
$300,000 in lottery funds over a three year period. $100,000 disbursements per year of agreement.

Impacts to Department & External Agencies:
The approval of this agreement will provide funding to support tourism related efforts in Marion County.

List of attachments:
Agreement CS-7234-26

Presenter:
Ashley Jackson

Department Head Signature:
Kelli Weese
Kelli Weese (Oct 6, 2026 07:36:20 PDT)

Contract Review Sheet

Grant Agreement **CS-7234-26**

Title: **Econ - Travel Salem - Salem Metro Tourism Grant**

Contractor's Name: **Travel Salem**

Department: **Community and Economic Development Departi** Contact: **Ashley Jackson**

Analyst: **Kathleen George** Phone #: **(503) 584-7722**

Term - Date From: **July 1, 2026** Expires: **June 30, 2029**

Original Contract Amount: **$ 300,000.00** Previous Amendments Amount:

Current Amendment: **$ -** New Contract Total: **$ -** Amd%

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

Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)**

Description of Services or Grant Award

This agreement is to help support tourism related efforts in Marion County.

Desired BOC Session Date:	**10/28/2026**	Contract should be in DocuSign by:	**10/7/2026**
Agenda Planning Date	**10/15/2026**	Printed packets due in Finance:	**10/13/2026**
Management Update	**10/13/2026**	BOC upload / Board Session email:	**10/14/2026**

BOC Session Presenter(s) **Ashley Jackson** Code: **Y**

REQUIRED APPROVALS

	10/05/2026	Ashley Jackson	10/05/2026
Finance - Contracts	Date	Contract Specialist	Date
Jennifer Rogers Jennifer Rogers (Oct 7, 2026 13:00:04 PDT)	10/07/2026	Jan Fritz Jan Fritz (Oct 7, 2026 17:15:55 PDT)	10/07/2026
Legal Counsel	Date	Chief Administrative Officer	Date

REQUEST FOR AUTHORIZATION OF CONTRACT
CS-7234-26

Date: 9/10/2026
To: Chief Administrative Officer
Cc: Contract File
From: Ashley Jackson

I. Subject: Retroactive

The Marion County Community and Economic Development Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Travel Salem for Econ - Travel Salem - Salem Metro Tourism Grant with a value of $300,000.00 and will be effective retroactive to 7/1/2026 upon approval.

A. BACKGROUND

The Community and Economic Development Department posted a request for applications on April 1st, 2026, through April 30th, 2026. The Board of Commissioners were presented with applications on June 4th, 2026, Work Session and made awardee determinations on June 25th, 2026, Work Session. Per the Board of Commissioners funding was to be made available to recipients starting July 1st, 2026.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

For the stated reason in section A, Background.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

This will not change as long as the application cycle and Board determination remain on the same schedule.

Submitted by:
Ashley Jackson

Ashley Jackson
Community and Economic Development Department

Reviewed by:

Contracts & Procurement

Acknowledged by:

Kelli Weese
Kelli Weese (Oct 6, 2026 07:36:20 PDT)

Department Head

Acknowledged by:

Jan Fritz
Jan Fritz (Oct 7, 2026 17:15:55 PDT)

Jan Fritz, CAO

MARION COUNTY
COMMUNITY and ECONOMIC DEVELOPMENT
TOURISM GRANT AGREEMENT
CS-7234-26

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **Travel Salem,** *a non-profit,* hereinafter referred to as "Recipient".

Recitals

A. WHEREAS, Oregon Revised Statute (ORS) 461.540 establishes the allocation of the Oregon State Treasury's Administrative Services Economic Development Fund from monies transferred from the State Lottery Fund.

B. WHEREAS, County receives moneys that are derived either directly or indirectly from funds from the State Lottery Fund under section 4, Article XV of the Oregon Constitution, and ORS chapter 461, and the moneys are to be used for the purpose of furthering economic development.

C. WHEREAS, the purpose of the Tourism Grant Program is to further a tourism-related priority or need such as:
- (i) Attracting visitors and/or extending visitor stays;
- (ii) Promoting the region as a destination;
- (iii) Developing, supporting and/or improving access to tourism infrastructure;
- (iv) Developing and/or promoting tourism attractions or events; or
- (v) Strengthening the local tourism economy through measurable economic benefits for local businesses, attractions and communities.

D. WHEREAS, County has established the Tourism Grant (TG) for furthering economic development within Marion County by meeting the requirements of ORS 461.540.

E. WHEREAS, Recipient, a *non-profit*, submitted an application to County for TG to support the tourism related efforts in Marion County; and

F. WHEREAS, during a meeting on June 25th, 2026, the Board of Commissioners authorized the award regarding the application from Recipient; and

G. WHEREAS, Recipient is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. INCOPORATION

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits which are incorporated herein:

i. Exhibit A (The Application)
ii. Exhibit B (TG Reporting Requirements Form)
iii. Exhibit C (Marion County Disbursement Request)

2. TERM OF AGREEMENT

Unless terminated or extended, this Agreement covers the period July 1, 2026, through June 30, 2029. Recipients' costs must be obligated by July 1, 2026, and must be expended by June 30, 2029.

3. WORK TO BE PERFORMED

Recipient shall perform the work described in Exhibit A, The Application (the "Work") in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Recipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of County.

Changes to the Work by Recipient shall require the prior written approval of County. Requests for and justification of any change must be submitted in writing to County and be approved in writing by County prior to commencement of the requested change.

4. CONSIDERATION; REPORTING

A. County has agreed to make an award of funds to Recipient not-to-exceed amount of $300,000 (the "Grant"). Grant disbursements shall be made to Recipient, based on the budget submitted in Exhibit A, under the Oregon State Treasury's Administrative Services Economic Development Fund for the purpose of furthering economic development category: Services or financial assistance to for-profit and nonprofit businesses located or to be located in Oregon.

B. Recipients may use TG funds for direct administrative costs for administering the project, as identified in the approved budget of the Work. Direct Administrative Costs are identified in the Tourism Grant Criteria as specific costs of implementing the project, such as contract or project management and personnel costs directly associated with complying with legal and reporting requirements. Indirect Costs or general overhead costs as approved in the budget.

C. Any desired use of funds by Recipient that differs from the Work must first be approved in writing by the County. 100% of the Grant must be used to provide services as indicated in the Work.

D. The County shall provide the report templates to the Recipient upon execution of the Agreement. See Exhibit B for reporting due dates and requirements.

E. The Recipient shall include the Marion County logo as approved and provided through Exhibit D on all marketing materials for this project and provide a copy of the marketing materials to the County with the summary report.

F. Failure to Report/Inappropriate Use of Funds: Failure to comply with the reporting requirements as outlined may result in suspension or full revocation of funds. It is the responsibility of the Recipient to monitor use of funds and ensure the funds are expended in compliance with the requirements as described herein. Should County identify incorrectly applied funds, County shall notify the awarded organization and awarded organization shall, within thirty (30) calendar days of receiving notice, make full repayment to Marion County. Should the awarded organization identify any incorrectly applied funds, the awarded organization must notify the County within ten (10) calendar days of the discovery and shall, within thirty (30) calendar days of notification, make full repayment to Marion County.

5. FUNDING APPROPRIATION

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which County anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Recipient will receive any or all such funds. Any and all

disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to County with authorizing limitation. Recipient 's obligation to perform the Work is conditioned upon County receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs.

6. REPORTING REQUIREMENTS

Recipient must complete and submit all required progress and financial reports to County as set forth in Exhibit A and defined below.

A. Recognition of Funding: Recipient shall clearly state in any marketing, communication, publications, or public materials related to any project or program funded under this Agreement, that the project was funded, in whole or in part, by the Marion County Economic Development Program. Where applicable, Recipient shall also include the Marion County Economic Development Program logo in such materials.

B. County Inclusion in Media Events: Recipient shall provide County with prior written notice of any media events or public ceremonies related to the project, including but not limited to groundbreaking events, ribbon cuttings, or dedication ceremonies. Such notice shall be provided to County no less than fourteen (14) calendar days in advance of the event, or as soon as reasonably practicable if earlier notice is not feasible. Recipient shall invite County and provide an opportunity for County officials to participate in any such events in recognition of funding support and contribution to the project.

7. REQUESTS FOR FUNDS

A. Recipient shall request grant funds in such form and manner as is satisfactory to or required by County. Further, in accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, Recipient shall limit any request for funds to the amount needed and timely in order to accomplish the Work. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

B. Grant distributions will be made by County:

☐ Quarterly Distribution to Recipient and will be made upon receipt of an invoice that includes supporting documentation and attestation by Recipient's authorized signer. Invoices and supporting documentation shall be sent to CSReporting@co.marion.or.us. Requests for payment shall be submitted in July, October, January, and April.

☒ Yearly distribution of $100,000 upon request to County with receipt of Exhibit C, Marion County Disbursement Request, that includes supporting documentation and attestation by Recipient's authorized signer. The exhibit and supporting documentation shall be sent to csreporting@co.marion.or.us.

☐ One-time distribution to Recipient upon execution of this Agreement and receipt of Exhibit C, Marion County Disbursement Request, that includes supporting documentation and attestation by Recipient's authorized signer. Exhibit C shall be sent to csreporting@co.marion.or.us.

8. NONEXCLUSIVE REMEDIES RELATED TO FUNDING

A. Withholding of Grant Funds from Request

County may withhold any and all undisbursed Grant funds from Recipient, if the County, in its sole discretion, determines that Recipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Recipient obligations include, but are not limited to, providing complete, accurate and timely reports satisfactory to the County about its performance under this Agreement as well as timely satisfying all Agreement obligations relating to any awarded funds. The County may also withhold any and all requested Grant funds from Recipient if the County, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work or is unsubstantiated by related documentation.

B. Redistribution or Retention of Funds

(1) If Grant funds are not obligated for reimbursement by Recipient in a timely manner as determined by the County at its sole discretion, the County may reduce Recipient funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Recipients or retain such Grant funds for other County use.

(2) This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

C. Reservation of Right to Recapture

The County reserves the right to recapture funds from Recipient based on misrepresentation, underperformance, non-compliance, unallowed costs, fraud, expiration or termination of this Agreement.

9. TERMINATION

A. County may immediately terminate this Agreement in whole or in part upon written notice to Recipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Recipient, whether directly by Recipient or through one or more of its agents, subcontractors, successors or assigns, as determined by County in its sole discretion.

B. County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to, events described above in subsection 8(a). Cause may include any event, including an event of default, as determined by County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Recipient, its Subcontractors, agents, representatives, contractors, or assigns by which Recipient, as determined by County at its sole discretion, fails to timely and appropriately perform one or more material obligations or otherwise breaches a duty owed to County under this Agreement. Such events and events of default may include, but are not limited to, an occurrence of any of the following:

1. Recipient fails to fulfill timely any of its obligations under this Agreement;

2. Recipient fails to comply timely with directives received from County or from an agency that is the original source of the Grant funds;

3. Funds provided under this Agreement are used improperly or illegally by Recipient;

4. Funding for grant programs are denied, suspended, reduced or eliminated;

5. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that County is prohibited from paying for, or lacks authority to pay for, any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);

6. Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;

7. Any certification, license or certificate required by law to be held by Recipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;

8. Recipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;

9. Recipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal or state department or local government, including County.

C. Recipient may, upon thirty (30) calendar days written notice, terminate this Agreement in whole or in part, if;

1. County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period.

2. County provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 calendar days of being informed that it is contrary to any such law.

D. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Recipient obtain prior approval from County for any additional expenditures that would obligate County to reimburse it from Grant funds or otherwise.

E. Notwithstanding the above, or any termination thereunder, neither Recipient nor County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. County may withhold any reimbursement to Recipient in the amount of compensation for damages due County from Recipient (as estimated by County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

F. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Recipient under this Agreement shall be delivered to County within sixty (60) calendar days of the date of termination or upon such date as requested by County.

G. Termination of this Agreement shall not impair or invalidate any remedy available to County or to Recipient hereunder, at law, or otherwise.

10. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

11. COMPLIANCE WITH APPLICABLE LAW

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state 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 the Agreement and required by law to be so incorporated.

12. NO THIRD-PARTY BENEFICIARIES

County and Recipient 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, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

13. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Recipient or County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's primary contact. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

County Contact Person:	Chip Bury, Marion County Economic Development Program Manager
Contact Telephone Number:	503-589-3235
E-Mail Address:	cbury@co.marion.or.us
Mailing Address:	555 Court St NE, Suite 3231, PO Box 14500, Salem, OR 97309

Recipient Contact Person:	Irene Bernards
Contact Telephone Number:	503-581-4325 ext. 127
E-mail Address:	irene@travelsalem.com
Mailing Address:	630 Center St. NE, Salem, OR 97301

14. CONFIDENTIALITY

Recipient shall and shall require and cause its Subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Recipient shall and shall require and cause its Subcontractors and vendors to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

15. DUAL PAYMENT

Recipient shall not be compensated for work performed under this Agreement from any other department of County, nor from any other source, including the federal or state government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to County.

16. MONITORING REQUIRED

A. Recipient Noncompliance

Recipient shall cooperate fully with all County monitoring activities and shall promptly respond to all requests. Failure by Recipient or any of its sub-recipients to fully cooperate or promptly respond will be considered a material breach of this Agreement.

B. Monitoring: Major Findings Resolution

County may make findings and may require that Recipient take corrective actions to ensure proper performance under this Agreement. Recipient shall resolve findings and take required corrective actions within the timeframes identified by County.

17. REMEDIES

A. If County determines, in its sole discretion, that Recipient has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Recipient's eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

B. No failure or delay by County to enforce any provision of this Agreement shall constitute a waiver by County of that or any other provision, nor shall any single or partial exercise of any right, power or

privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

C. The rights and remedies of County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Recipient's remedies provided under this Agreement, by law, or otherwise, but Recipient acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

D. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

18. EXPENDITURES PROPERLY SUPPORTED

Expenditures and Requests for Funds shall be supported by Recipient with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of Subcontractors, under their respective contracts with Recipient) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. County may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

19. UNALLOWABLE COSTS

Recipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. If Recipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

20. DISALLOWANCE OF COSTS

County neither is responsible for nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by County except for costs incurred by Recipient solely due to the willful misconduct or gross negligence of County, its employees, officers or agents. If a cost is disallowed by County after reimbursement has occurred, Recipient shall repay all disallowed costs to County upon written notice within the time frame specified by County, which in no event shall exceed thirty (30) calendar days.

Recipient shall cooperate and shall cause its Subcontractors to cooperate with County and all appropriate investigative agencies and shall assist in recovering invalid payments.

21. RECORDS MAINTENANCE

Recipient shall, and shall require and cause its Subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Recipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

22. RECORDS ACCESS

County, State of Oregon, and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Recipient and

its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of County who may take possession of them at any time after three (3) business days' notice to Recipient or Subcontractor, as the case may be. Recipient or Subcontractor may retain copies of all records taken by County under this Section.

In its agreements with Subcontractors, Recipient shall require and cause its Subcontractors to comply with the requirements of this Section 21 and to grant right of access to and ownership by County of the Subcontractors books and records related to this Agreement.

23. INSURANCE AND WORKERS COMPENSATION

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 TO 30.300).

Recipient agrees that insurance coverage, whether purchased or by self-insurance, for Recipient's agents, employees, officers and/or subcontractors is the sole responsibility of Recipient.

24. RECIPIENT STATUS

Recipient shall perform all work under this Agreement as an independent contractor. Recipient is not an officer, employee or agent of County, with respect to work performed under this Agreement.

Recipient certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

25. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

26. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

27. EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

28. GRANT FUNDS

Grant funds are used in conjunction with this Agreement. Recipient assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Recipient or by any of its Subcontractors, agents or assigns and shall, upon breach of grant conditions that require County to return funds to the grantor, whether such breach is by Recipient or by any of its Subcontractors, agents or assigns, hold harmless and indemnify County for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to County; or if there are legal limitations on the indemnification ability of Recipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement.

29. INDEMNITY

Recipient shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature

whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Recipient or its officers, employees, Subcontractors, subcontractors, or agents under this Agreement. Recipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Recipient nor any attorney engaged by Recipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Recipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

30. ATTORNEY FEES

In the event a lawsuit of any kind is instituted on behalf of County or Recipient with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to County by its attorneys.

31. TIME IS OF THE ESSENCE

Time is of the essence in the performance of all under this Agreement.

32. NO LIMITATION ON ACTIONS OF COUNTY IN EXERCISE OF ITS GOVERNMENTAL POWERS

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of County in the exercise of its governmental powers. It is the express intention of the parties hereto that County shall retain the full right and ability to exercise its governmental powers with respect to Recipient, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall County have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

33. AMENDMENTS

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

34. MERGER CLAUSE

This Agreement and 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, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.

35. CERTIFICATIONS AND SIGNATURE OF RECIPIENTS'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF RECIPIENT.

The undersigned certifies under penalty of perjury both individually and on behalf of Recipient that:

A. The undersigned is a duly authorized representative of Recipient, has been authorized by Recipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Recipient.

B. By signature on this Agreement for Recipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon and Federal Tax Laws" means all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

C. To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Recipient is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and

E. Recipient further certifies to having a formal statement of nondiscrimination in employment policy.

SIGNATURE PAGE

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Kelli Weese 10/06/2026
Kelli Weese (Oct 6, 2026 07:36:20 PDT)
Department Director or designee Date

Authorized Signature: Jan Fritz 10/07/2026
Jan Fritz (Oct 7, 2026 17:15:55 PDT)
Chief Administrative Officer Date

Reviewed by Signature: Jennifer Rogers 10/07/2026
Jennifer Rogers (Oct 7, 2026 13:00:04 PDT)
Marion County Legal Counsel Date

Reviewed by Signature: 10/05/2026
Marion County Contracts & Procurement Date

TRAVEL SALEM SIGNATURE

Authorized Signature: _____
Date

Title: _____

Exhibit A - The Application

Community and Economic Development Tourism Grant (TGs) Request Form

Organization Name:	Travel Salem		
Executive Officer Name:	Angie Villery	**Contact Person and Title:**	Irene Bernards Chief Strategy Officer
Address:	630 Center St. NE, Salem, Oregon 97301	**Mailing Address:**	630 Center St. NE, Salem, Oregon 97301
Contact Email:	irene@TravelSalem.com	**Phone Number:**	503.581.4325 ext.127
Activity Name:	Salem Metro Countywide Targeted Tourism Strategy		
Purpose of Funding Request:	The purpose of this funding request is to market Marion County as a unified destination. A unified geographic area is more effective because it aligns with how travelers actually plan and experience trips—they rarely limit themselves to a single city or attraction. First, it creates a stronger, more compelling story. A broader region offers a richer mix of experiences (food, outdoor recreation, culture, events), making the destination more appealing than any one place on its own. Second, it increases competitiveness. Larger, well-defined regions can better compete with other destinations by offering variety and longer stay potential. Third, it improves efficiency. Pooling resources across communities allows for bigger, higher-quality campaigns (advertising, content, partnerships) that would be difficult for individual cities or businesses to fund alone. Fourth, it extends visitor stays and spending. When travelers see multiple things to do within a region, they are more likely to stay longer, visit more places and spend more money—benefiting the entire area. Fifth, it reflects traveler behavior. Visitors don't think in terms of jurisdictional boundaries; they think in terms of experiences and proximity. Marketing regionally matches that mindset and makes trip planning easier. Finally, it fosters collaboration instead of competition. Businesses and communities work together to attract visitors to the region first, knowing that increased visitation benefits everyone. In short, a regional approach creates a more attractive product, uses resources more effectively, and delivers greater economic impact.		

	Travel Salem plans to promote the entire Marion County region through cohesive strategies that market the region as a complete destination through TravelSalem.com, media relations, the Mid-Willamette Valley Visitors Guide and the Salem Area Visitors Center. All these marketing strategies are data-driven and highly targeted to increase awareness and inspire trip planning and ultimately drive in market visitor spending increasing the economic impact of visitors to the region, including job retention and creation. Each of these channels plays a critical role in reaching potential visitors at different stages of the travel planning journey—**building destination awareness, providing trip inspiration, and converting interest into actual visits.** By showcasing the region's unique assets, experiences, and events, these promotions help position Marion County as a premier destination while supporting local businesses and the broader tourism economy. All strategies are supported by technology-driven platforms that track reach, engagement, and user behavior, ensuring campaigns are **data-informed**, **performance-driven**, and **continuously optimized** to **maximize return** on investment and overall economic impact.		
Total Activity Cost:	$300,000	**Amount Requested:**	$300,000
Geographic Area(s) Served:	All areas of Marion County as one destination		
Other Partners:	Travel Oregon, Willamette Valley Visitors Association (WVVA), North Marion County Tourism Collaborative, Marion County Chambers. Businesses & attractions throughout region.		
Activity Start Date:	July 1, 2026	**Activity End Date:**	June 30, 2029
Please indicate how the activity meets tourism-related needs in Marion County. Check all boxes that apply and explain briefly how they meet tourism needs.	■ Attracting Visitors ■ Destination Promotion ☐ Event Development ■ Strengthening Tourism Economy ☐ Tourism Infrastructure Development	**Briefly explain how the activity meets tourism-related needs:** Travel Salem's activities directly support Marion County by delivering research-driven, highly targeted marketing strategies that maximize return and drive measurable visitation. o Through online promotions, TravelSalem.com captures high-intent travelers actively planning trips and converts interest into bookings and itineraries. Year-round/"always on" digital advertising drives consumers to TravelSalem.com along with a variety of strategies including social media, earned media, sales, tradeshows, events and more. (411,260 TravelSalem.com users in 2024-25) o Media relations and earned media secure credible third-party coverage that expands reach, builds destination awareness, and inspires travel decisions	

		among new audiences. Earned media in trusted publications and online platforms influence 90% of travelers. (141.8million consumers reached in 2024-25) ○ Publications, including the *Mid-Willamette Valley Visitors Guide*, provide tangible trip-planning resources that influence visitor behavior before and during their stay, encouraging longer visits and increased spending. The 120,000 Visitors Guides distributed annually throughout the US and primarily Oregon, Washington, California and British Columbia prove the demand for trip planning resources to the Mid-Willamette Valley are in demand. ○ The Salem Area Visitors Center offers in-person, customized assistance, curated materials, and on-site inspiration directly impact traveler choices in real time—guiding where visitors go, what they do, and how long they stay. (80,256 visitors assisted in 2024-25) These integrated efforts are amplified by leveraging more than $1 million in additional funding, **extending Marion County's investment** and ensuring broad, strategic reach. Together, these strategies not only build awareness but actively convert interest into visitation, generating economic impact for communities throughout the region.
Please indicate how the activity supports economic development in Marion County (check all boxes that apply). ORS 461.540	■ Supports the creation of new jobs in Oregon ■ Helps prevent the loss of existing jobs in Oregon ☐ Assists with work transition and/or training of workers in Oregon ☐ Provides services or financial assistance to support Oregon businesses	**Briefly explain how the activity supports development in Marion County:** These integrated marketing activities not only inspire travel but provide essential trip-planning tools that convert interest into visitation and economic return for Marion County. TravelSalem.com serves as a primary digital planning resource where visitors research, build itineraries, and make decisions about where to stay, dine, and explore. The *Mid-Willamette Valley Visitors Guide* offers a curated, tangible tool that inspires trips and encourages deeper exploration of the region. Earned media placements expand reach and credibility,

		motivating new audiences to consider Marion County, while the Salem Area Visitors Center delivers personalized, in-person assistance that helps visitors finalize plans, discover additional experiences, and extend their stay. Together, these resources guide visitors from inspiration to action—resulting in increased visitation and spending throughout the region. Both day and overnight visitors contribute to the local economy through dining, shopping, lodging, fuel, wineries, recreation, and more—supporting local businesses and sustaining jobs. In Marion County, tourism generates $558.7 million annually, supports 5,010 jobs, and contributes $24.9 million in state and local taxes, making it a vital driver of regional economic development.

Additional Information Required:		
☒ Metrics worksheet attached	☒ Budget Narrative attached - *The required 1) Budget Narrative and 2) Budget Table template is complete and attached to the application.*	☒ Supplemental Materials attached, with current W-9 - *Examples: Activity description, maps, etc.; Letter(s) of support; or other information that helps to describe the purpose and need of the funds.*

Name of Applicant:	Angie Villery - Travel Salem
Signature and date:	8-12-26 (updated)

Tourism Grant Budget Table

Instructions: Complete the following budget table and include it with the budget narrative. Add more lines to the Project Expenses section as needed.

Description	Amount
Total grant amount request	$ 300,000
Project Expenses	
Expense 1 TravelSalem.com	$ 20,000
Expense 2 Media Relations	$ 30,000
Expense 3 Mid-Willamette Valley Visitors Guide	$ 5,000
Expense 4 Salem Area Visitors Center	$ 5,000
Expense 5 Social Media Promotion	$ 30,000
Expense 6 Photography	$ 10,000
Expense 7 Sponsored Content	$ 60,000
Expense 8 Digital Advertising	$140,000
TOTAL EXPENSES	$300,000

Metrics Worksheet

Instructions: How will you measure the success of the marketing activity? For each Economic Development category box checked in the application, list the measure(s) associated with each category.

Category	Metric
Attracting Visitors	Impacts of Oregon Travel Study - Dean Runyan Associates (visitor numbers)
Destination Promotion	Earned media impressions, TravelSalem.com impressions and Marion County visitor facing business listings, Mid-Willamette Valley Visitors Guide content and guide distribution, Salem Area Visitor Center attendance
Event Development	
Strengthening Tourism Economy	Impacts of Oregon Travel Study - Dean Runyan Associates (Estimated Economic Impact, Gas Tax, Employment) TOT Tax
Tourism Infrastructure Development	
Supports the creation of new jobs in Oregon	Impacts of Oregon Travel Study - Dean Runyan Associates (Employment)
Helps prevent the loss of existing jobs in Oregon	Impacts of Oregon Travel Study - Dean Runyan Associates (Employment)
Assists with work transition and/or training of workers in Oregon	
Provides services or financial assistance to support Oregon businesses	

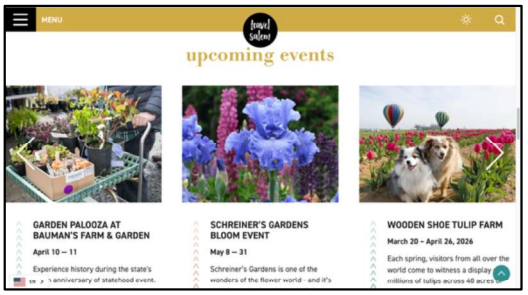
TRAVEL SALEM
SALEM METRO AREA GRANT
BUDGET NARRATIVE

Period of Time: July 1, 2026 – June 30, 2029

Funding Amount: $300,000

Expense 1: **TravelSalem.com**..... **$20,000**

- Provide visitor-facing businesses in Marion County with a free listing on TravelSalem.com, including event promotion, itineraries and featured content. TravelSalem.com's primary purpose is to encourage and extend visits to the region. *TravelSalem.com serves approximately 411,260 users annually.*



Expense 2: **Media Relations/Earned Media**..... ..... **$30,000**

- Pitch stories to media outlets and journalists to secure earned coverage—both traditional and digital—that promotes visitation by showcasing the region as a premier destination including unique attractions, accommodations, events and more.
  Travel Salem secured 68 articles in 24-25 valued at $768,413 in earned media generating 141,782,300 consumer impressions.

Expense 3: **Mid-Willamette Valley Visitors Guide** **$5,000**

- Showcase Marion County as a premier visitor destination through engaging content—featuring articles, maps, itineraries, and must-see attractions—highlighting wineries, history, culture, events, lodging, agriculture, shopping, dining, and more to inspire and extend visitation. *Travel Salem distributes 120,000 guides per year throughout the US and Canada (the majority through Oregon, Washington, California, BC)*



Expense 4: **Salem Area Visitors Center** **$5,000**

- Highlight Marion County's diverse visitor offerings through personalized, high-touch service at the Salem Area Visitors Center—an essential gateway to the region. Through in-person assistance, brochures, videos, and exhibits, visitors are introduced to experiences ranging from tulip festivals and wineries to cultural events, drag racing, and antique shopping. The on-site theater further inspires travel with immersive regional

content, while staff provide customized itineraries and concierge-level service, including reservations, ensuring exceptional hospitality and maximizing the visitor experience. *Assisted 80,256 visitors through the Visitors Center network in 2024-25.*



Expense 5: **Social Media Promotion**.....**$30,000**

- Promote Marion County's diverse visitor attractions, points of interest, businesses and events through Travel Salem's social media channels including Facebook, Instagram, TikTok, Twitter, YouTube reaching millions of consumers.

Expense 6: **Photography** **$10,000**

- Add new photography from area to be used in marketing strategies (i.e., publications, ads, social media, online)



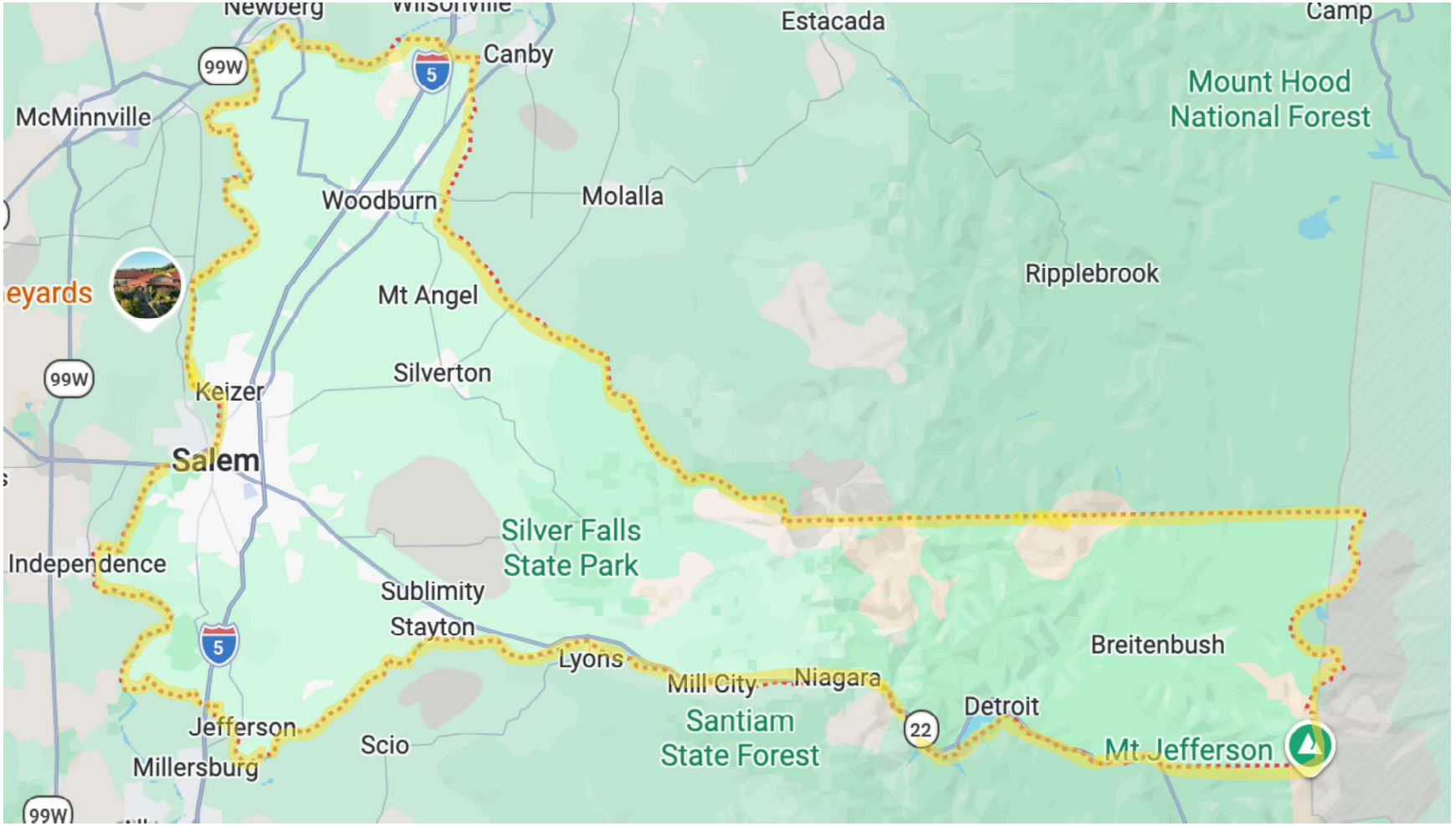
Expense 7: **Sponsored Content**..... ..... **$60,000**

- Produce custom editorial content showcasing Marion County assets to a curated and targeted audience of affluent travelers. Content is designed to inspire year-round travel to the region, activate new travelers and help increase visitor spend across the region through a mix of storytelling, imagery and video, as well as clearly defined Calls to Action (i.e., visits to TravelSalem.com and relevant sites)

Expense 8: **Digital Advertising** **$140,000**

- Data driven, highly targeted ad placements tied to key niches of region (i.e., history, events, culinary, culture, recreation)
- Targeted Consumer Google Ads (driving to content on TravelSalem.com)

Coverage Map – Marion County



April 16, 2026

Marion County Grant Selection Committee
Salem, OR 97309

Re: Support for Travel Salem's $100,000 Salem Metro Marion County Grant Request

Dear Grant Selection Committee,

The Salem Kroc Center is pleased to express our strong support for Travel Salem's application for funding to promote the Salem Metro Area.

As a community center serving Salem and Marion County, the Salem Kroc Center recognizes that destination marketing is a vital driver of our local economic health. Travel Salem consistently delivers research-backed, thoughtful campaigns that draw both new and returning visitors to our region. We believe their proposed marketing investments will further enhance Salem's visibility and overall competitiveness as a premier travel destination.

Tourism is a foundational element of our local economy. The visitors who come to Salem and Marion County support a broad network of businesses, from lodging and dining to retail and community organizations like ours. Travel Salem's efforts directly nourish this ecosystem by increasing visitation, which in turn supports local jobs and generates essential tax revenue. Furthermore, their emphasis on measurable outcomes like visitor growth and economic impact reflects a clear commitment to transparency and results.

We also appreciate Travel Salem's dedication to highlighting the diverse experiences our region offers, including our rich heritage, agriculture, culinary scene, and both indoor and outdoor recreation. This well-rounded approach doesn't just improve the visitor experience; it strengthens our collective community identity and local pride.

Securing funding for this initiative will allow Travel Salem to expand its reach and continue to leverage the partnerships and resources that benefit our entire region. Their strategic goals are closely aligned with broader economic development efforts and are essential for sustaining long-term tourism growth in Marion County.

For these reasons, the Salem Kroc Center strongly encourages your support of this application.Thank you for considering this important request.

Sincerely,

RICK MARAZZANI
Marketing Director
Salem Kroc Center

The Salvation Army USA Western Territory
Cascade Division
(O) +1 (503) 798-4782

March 30, 2026

RE: Marion County Community and Economic Development Tourism Grant

To Whom It May Concern,

The Willamette Valley Visitors Association (WVVA) is pleased to offer our strong support for Travel Salem's Salem Metro Area Tourism Promotion application to the Marion County Community and Economic Development Tourism Grant Program.

WVVA serves as the regional destination marketing and management organization for a seven-county area spanning from Wilsonville to Cottage Grove, and from the Coast Range to the Cascade Range. Our work is rooted in advancing responsible tourism that strengthens local economies and enhances quality of life for residents and visitors alike.

Travel Salem is a valued regional partner with a demonstrated track record of effective, results-driven marketing. The Salem metro area plays a vital role in Marion County's visitor economy, and this campaign will not only elevate the metro area but also drive broader economic benefit throughout surrounding Marion County communities. As we know, visitors experience destinations holistically often exploring beyond city boundaries resulting in increased spending and engagement across the region.

We are confident Travel Salem will maximize the impact of these grant funds and continue to deliver meaningful outcomes for Marion County's tourism economy.

Thank you for your consideration and for your continued investment in the region's visitor economy. Please feel free to contact me at 971-375-0938 or tori@willamettevalley.org with any questions.

Sincerely,

Tori Middelstadt

Tori Middelstadt

Executive Director

Willamette Valley Visitors Association



CELEBRATE • EXPLORE • CULTURE
WORLD BEAT

SALEM
MULTICULTURAL
INSTITUTE

390 Liberty Street, SE
Salem, Oregon 97302
503.581.2004
www.salemmulticultural.org

April 8, 2026

Marion County Grant Selection Committee

Re: Support for Travel Salem's $100,000 Salem Metro Marion County Grant Request

Dear Grant Selection Committee,

I am pleased to express our strong support for Travel Salem's application for funding to promote the Salem Metro Area.

As a nonprofit serving Salem and Marion County, we recognize the essential role destination marketing plays in driving economic vitality. Travel Salem consistently delivers thoughtful, research-based campaigns that attract both new and returning visitors. Their proposed marketing investments will further strengthen Salem's visibility and competitiveness as a travel destination.

Tourism is a cornerstone of our local economy. Visitors to Salem and Marion County support a wide network of businesses, including lodging providers, restaurants, retailers, and community organizations, to name a few. Travel Salem's work directly contributes to this ecosystem. Their focus on measurable outcomes demonstrates a strong commitment to accountability and results.

We also value Travel Salem's dedication to showcasing the region's diverse offerings, from heritage and agriculture to indoor and outdoor recreation, culinary experiences, events, and family-friendly activities. This comprehensive approach not only enhances the visitor experience but also reinforces community identity and pride.

Funding this initiative will enable Travel Salem to expand its reach and continue leveraging partnerships and resources for maximum regional benefit. Their efforts align closely with broader economic development goals and play a key role in sustaining long-term tourism growth in Marion County.

For these reasons, we strongly encourage your support of this application. Thank you for considering this important request.

Sincerely,

Kathleen Juhl

Our Mission: *We celebrate and promote intercultural understanding through community engagement and heritage programming.*

Our Vision: *That Salem be recognized as a peaceful community, committed to cultural exchange and enrichment.*

WILLAMETTE HERITAGE CENTER

WILLAMETTE HERITAGE CENTER

3/30/2026

Community and Economic Development
Tourism Grant Review Committee

Dear Members of the Review Committee,

On behalf of the Willamette Heritage Center (WHC), I am pleased to offer our strong support for Travel Salem's application for funding to support the Salem Metro Area Tourism Promotion initiative.

As a key cultural institution in Marion County, WHC directly experiences the impact of effective destination marketing. Travel Salem's work to attract visitors through targeted, research-driven strategies plays a vital role in bringing new and returning audiences to our region. Their proposed investment in photography, advertising, social media, and digital communications will further elevate Salem's visibility and competitiveness as a destination.

Tourism is a critical driver of our local economy. Visitors drawn to Marion County contribute to the vitality of organizations like ours, as well as to local businesses, lodging providers, restaurants, and retailers. Travel Salem's efforts help sustain this ecosystem by increasing visitation, supporting jobs, and generating essential tax revenue. Their approach—grounded in measurable outcomes such as visitor numbers, engagement metrics, and economic impact—demonstrates both accountability and effectiveness.

We especially value Travel Salem's commitment to promoting a diverse range of experiences, including heritage tourism, which connects visitors to the unique history and identity of our region. Increased awareness of cultural assets like the Willamette Heritage Center strengthens community pride while enhancing the visitor experience.

This funding will allow Travel Salem to expand its reach and continue leveraging additional resources to maximize impact across Marion County. Their work aligns closely with regional economic development goals by supporting local businesses, sustaining employment, and fostering long-term tourism growth.

For these reasons, we strongly encourage you to support Travel Salem's request. Their proven leadership and strategic approach make them an essential partner in strengthening Marion County's tourism economy.

Thank you for your consideration.

Sincerely,

Michelle Cordova

Michelle Cordova
Willamette Heritage Center

1313 Mill Street SE, Suite 200, Salem, OR 97301-6591 • 503.585.7012 • willametteheritage.org

Enchanted Forest

8462 ENCHANTED WAY S.E.
TURNER, OREGON 97392
PH. (503) 363-3060 • FAX (503) 364-1134

7 MILES SOUTH OF SALEM ON INTERSTATE 5, EXIT 248

Marion County Grant Selection Committee
Marion County Courthouse
PO Box 14500
Salem, OR 97309

Re: Support for Travel Salem's $100,000 Salem Metro Marion County Grant Request

Dear Grant Selection Committee,

As someone who lives and works and employs many people in Marion County, including some in our smaller rural communities, it is easy for me to share why Travel Salem's marketing efforts matter so much. Many of these towns simply don't have the budgets or staff to run sophisticated tourism campaigns on their own. They depend on a larger, coordinated effort—and that's exactly what Travel Salem provides.

Travel Salem's programs—everything from the MidWillamette Valley Visitors Guide and TravelSalem.com to their advertising, PR, and social media campaigns—shine a spotlight on our entire region. They encourage travelers to explore the many unique experiences scattered across Marion County. The Salem Area Visitors Center also makes a big difference by giving personalized recommendations to visitors once they arrive, helping them discover hidden gems in our smaller towns.

I really appreciate that Travel Salem wants to partner with and amplify our smaller communities through their work. Supporting this grant request isn't just about funding marketing—it's about investing in local businesses, preserving and creating jobs, and helping Marion County thrive. Thank you for considering this important request.

Sincerely,

Susan Vaslev

Susan Vaslev
503-510-1377
susan@enchantedforest.com

Exhibit B-
TG Reporting Requirements Form

Organization Name:		**Date:**		**Fiscal Year:**	
Contact Person:		**Title:**			
Contact Email:		**Contact Phone:**			
Report Completed By:		**Signature:**			

Activity Name:				
Project Timeline:				
Will TG Funds be Expended by June 30th? *(of FY year listed above)*	**Yes**	☐	**No**	☐
Provide Details of Work Completed with TG Funds During this Reporting Period: The project must meet the requirements of ORS 461.540				
Please indicate how the activity meets tourism-related needs in Marion County. Check all boxes that apply and explain briefly how they meet tourism needs. (check all that apply)	☐ Strengthening Tourism Economy		☐ Destination Promotion	
	☐ Tourism Infrastructure Development		☐ Attracting Visitors	
	☐ Event Development			
Budget Narrative Document Attached? (see instructions)				
Were TG Funds Leveraged for Additional Funding? (if so, please list amount)				
Project Picture/s	Please attach at least 1 picture of the completed project or work to date.			

All communications and outreach related to TG funded projects must include the following statement: "This project is supported by Marion County Economic Development."

Tourism Grant Program (TG) Reporting Requirements Form Instructions

Recipients receiving funds through the Tourism Grant Program (TG) will be required to complete the Reporting Requirements form as outlined below.

1. Interim Report(s): Required for activities lasting seven months or longer. The organization must submit a written report within six months of receipt of award and every six months thereafter until the end of the project grant agreement. This report must contain the following:
    a. A budget narrative describing the use of the funds including income or revenues and expenditures which are specifically applicable to the activity.
    b. Activity report detailing a high-level overview of progress to date, key achievements, main issues or challenges with implementation, and next steps.
    c. Any proposed changes to use of funds.
    d. If available, pictures, clips, quotes, or narratives from award participants of the activity.
    e. If TG funds are being used as part of grant matching funds, describe the whole project and the part of the project the Tourism Grant is funding.
    f. Geographic use of funds within Marion County (by zip code, city, or other method).
    g. Metrics on the activity such as website traffic and/or social media engagement, changes in employment levels in tourism-related sectors, visitor spending data and economic impact reports, increase in lodging tax revenue, community sentiment and perception of tourism, etc.
2. Final Report / Annual Report: Required for all activities regardless of activity duration, to be completed annually for multi-year agreements, or prior to activity completion. The organization must prepare a written final / annual report and appear before the Marion County Board of Commissioners at a regularly scheduled meeting or work session to present a short oral report (no more than 10 minutes) on the results of the activity. The report and presentation shall include the information required for the Interim report (see section 5.1 above) as well as:
    a. Narrative on the success of the activity including how the activity supported tourism in the community.
    b. Picture(s) of completed activity or work to date.
    c. Proof of acknowledgement of Marion County funding support such as inclusion of County logo on promotional materials.
3. Failure to Report/Inappropriate Use of Funds: Failure to comply with the reporting requirements as outlined may result in suspension or full revocation of funds. It is the responsibility of the awarded organization to monitor use of funds and ensure the funds are expended in compliance with the requirements as described herein. Should County identify incorrectly applied funds, County shall notify the awarded organization and awarded organization shall, within thirty (30) calendar days of receiving notice, make full repayment to Marion County. Should the awarded organization identify any incorrectly applied funds, the awarded organization must notify the County within ten (10) calendar days of the discovery and shall, within thirty (30) calendar days of notification, make full repayment to Marion County.

Exhibit C - Marion County Disbursment Request
Marion County Community and Economic Development Department

COMPANY NAME: Travel Salem

PROJECT: Marion County Tourism Related Efforts

Insert additional rows as needed.

PROJECT EXPENSES		
	Grant Funds	**Total**
Marion County Community and Economic Development CS-7234-26 Travel Salem TG Marion County Salem Metro Agreement	$ 300,000.00	$ 100,000.00
		$ -
		$ -
Total	**$ 300,000.00**	**$ 100,000.00**

PROJECT EXPENSES		
Expenses - Cash	**Grant Funds**	**Total**
		$ -
	$ -	**$ -**
Total Cash Expenses	**$ -**	**$ -**

Expenses - In-kind (volunteer labor, donations, etc.)	**Grant Funds**	**Total**
		$ -
	$ -	**$ -**
Total In-kind Expenses	**$ -**	**$ -**

Total Project Costs	**$ -**	**$ -**

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 28, 2026

Department: Community and Economic Development

Title: 26-27 Intergovernmental Agreement Amendment - Mid-Willamette Valley Council of Governments

Management Update/Work Session Date: 9/29/2026 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Brian Smith **Phone:** 503-588-5234

Requested Action:
Approval of Amendment CS-5086-22 Am3 with the Mid-Willamette Valley Council of Governments (MWVCOG) to add $245,143 of Community Development Block Grant (CDBG) funds to the Homeowner Residential Rehabilitation program. These funds were approved as part of the 2026-2027 CDBG / HOME Annual Action Plan that was approved through a Public Hearing on May, 13, 2026.

Issue, Description & Background:
The Mid-Willamette Valley Council of Governments (MWVCOG) has been operating the Homeowner Residential Rehabilitation (Rehab) Program under contract on behalf of the Marion County CDBG / HOME program since June 15, 2023 through an Intergovernmental Agreement (IGA).

As funds have been approved each year to support the Rehab program the IGA has been amended to add the funds approved in the CDBG / HOME Annual Action Plan. In the 2026-2027 CDBG / HOME Annual Action Plan $245,143 of CDBG funding was allocated to the Rehab program. These funds now need to be amended into the current IGA with the MWVCOG to enable the approved funding to continue to support the Rehab program.

Financial Impacts:
No significant impact to Marion County as the funds for this grant are provided through CDBG grant to Marion County from the U.S. Department of Housing and Urban Development (HUD) in the amount of $1,476,538. Sub-awards to the MWVCOG $145,143.

Impacts to Department & External Agencies:
These funds will continue to support the Homeowner Residential Rehabilitation program operated under contract / IGA with the MWVCOG.

List of attachments: CS-5086-22 Am3, CS-5086-22 and Amendments 1 and 2

Presenter: Steve Dickey

Department Head Signature: Kelli Weese

Digitally signed by Kelli Weese
Date: 2026.10.02 15:00:47 -07'00'

Contract Review Sheet

Intergovernmental Agreement **CS-5086-22 - Am3**

Title: **CDBG & HOME Rehab Program**

Contractor's Name: **Mid-Willamette Valley Council of Governments**

Department: **Community and Economic Development Departi** Contact: **Krista Ulm**

Analyst: **Kathleen George** Phone #: **(503) 373-4447**

Term - Date From: **June 15, 2023** Expires: **August 1, 2028**

Original Contract Amount: **$ 476,702.00** Previous Amendments Amount: **$ 1,696,122.00**

Current Amendment: **$ 245,142.00** New Contract Total: **$ 2,417,967.00** Amd% **407%**

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

Source Selection Method: **20-0260 Request for Proposal** RFP# **BO1093-22**

Description of Services or Grant Award

Marion County is an entitlement community under the Federal Community Development Block Grant HOME program and is establishing a Residential Rehabilitation Program. Funding will be directed to low-to-moderate income residents. Funding may be allocated to this program periodically throughout the Consolidated Plan period.

Amendment 1 added a new activity that would fund a contractor payment account at the MWVCOG to ensure contractors performing the work would be paid in a timely manner. In addition, pricing for services have been adjusted as well.

Amendment 2 added pricing for services, extend term and added additional funding.

Amendment 3 will add additional funding and extend the expiration date.

Desired BOC Session Date:	**10/28/2026**	Contract should be in DocuSign by:	**10/7/2026**
Agenda Planning Date	**10/15/2026**	Printed packets due in Finance:	**10/13/2026**
Management Update	**10/13/2026**	BOC upload / Board Session email:	**10/14/2026**

BOC Session Presenter(s) **Steve Dickey** Code: **Y**

REQUIRED APPROVALS

	10/12/2026	Krista Ulm	10/09/2026
Finance - Contracts	Date	Contract Specialist	Date
	10/12/2026	Jan Fritz Jan Fritz (Oct 12, 2026 15:17:01 PDT)	10/12/2026
Legal Counsel	Date	Chief Administrative Officer	Date

AMENDMENT 3 to CS-5086-22 the
INTERGOVERNMENTAL AGREEMENT
between
MARION COUNTY and MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the "Agreement," between Marion County "County", a political subdivision of the State of Oregon, and Mid-Willamette Valley Council of Governments, "Agency" dated June 15, 2023.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

4. TERM AND TERMINATION

4.1 This Agreement shall be effective on the date it has been signed by all parties and all required County approvals have been obtained. This Agreement expires on **August 1, 2028** ~~**May 30, 2027**~~ unless sooner terminated or extended as provided herein.

6. FUNDING AND BILLING

6.1 The total amount paid under this Agreement shall not exceed $2,417,967.00. ~~$2,172,824.00~~.

Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Kelli Weese Kelli Weese (Oct 12, 2026 11:18:22 PDT) 10/12/2026
Department Director or designee Date

Authorized Signature: Jan Fritz Jan Fritz (Oct 12, 2026 15:17:01 PDT) 10/12/2026
Chief Administrative Officer Date

Reviewed by Signature: 10/12/2026
Marion County Legal Counsel Date

Reviewed by Signature: 10/12/2026
Marion County Contracts & Procurement Date

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

Authorized Signature: _____ Date: _____

Title: _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/28/2026

Department: Community and Economic Development

Title: Subrecipient City of Woodburn

Management Update/Work Session Date: 10/13/2026 **Audio/Visual aids** ☐

Time Required: 5 **Contact:** Steve Dickey **Phone:** 503-373-4334

Requested Action:
Consider approval of an agreement with the City of Woodburn for $250,000 to support the recently reconstructed community center with commercial kitchen fixtures and community event facility fixtures.

Issue, Description & Background:
North Marion County currently lacks accessible commercial kitchen facilities and event spaces capable of accommodating more than 50 people. This project directly addresses that regional shortage. The new Community Center will offer both a large, flexible event space and a community-use kitchen, making it a centralized hub for public programming, trainings, community meals, and nonprofit services.

Financial Impacts:
No significant impact to Marion County as the funds for this grant are provided through CDBG grant to Marion County from the U.S. Department of Housing and Urban Development (HUD) in the amount of $1,476,538. Sub-award: City of Woodburn $250,000.

Impacts to Department & External Agencies:
The approval of this agreement will provide funding to help support the purchase of commercial kitchen fixtures and community event facility fixtures for the recently reconstructed community center.

List of attachments: Agreement CS-7083-26

Presenter: Steve Dickey

Department Head Signature: Kelli Weese

Contract Review Sheet

Grant Agreement **CS-7083-26**

Title: **CDBG 2026 Subrecipient Agreement - City of Woodburn**

Contractor's Name: **City of Woodburn**

Department: **Community and Economic Development Depart** Contact: **Ashley Jackson**

Analyst: **Kathleen George** Phone #: **(503) 584-7722**

Term - Date From: **July 1, 2026** Expires: **June 30, 2028**

Original Contract Amount: **$ 250,000.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 250,000.00** Amd% **0%**

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

Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)** **Department**

Description of Services or Grant Award

This funding is to support the purchase of commercial kitchen fixtures and community event facility fixtures for the recently reconstructed community center.

Desired BOC Session Date: **10 /28 /2026** Contract should be in DocuSign by: **10 /7 /2026**

Agenda Planning Date **10 /15 /2026** Printed packets due in Finance: **10/13/2026**

Management Update **10 /13 /2026** BOC upload / Board Session email: **10/14/2026**

BOC Session Presenter(s) **Steve Dickey** Code: **Y**

REQUIRED APPROVALS

	09/23/2026	Ashley Jackson	09/23/2026
Finance - Contracts	Date	Contract Specialist	Date
	09/24/2026	Jan Fritz Jan Fritz (Sep 24, 2026 13:57:15 PDT)	09/24/2026
Legal Counsel	Date	Chief Administrative Officer	Date

REQUEST FOR AUTHORIZATION OF CONTRACT
CS-7083-26

Date: 8/4/2026
To: Chief Administrative Officer
Cc: Contract File
From: Ashley Jackson

I. Subject: Retroactive

The Marion County Community and Economic Development Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with City of Woodburn for CDBG 2026 Subrecipient Agreement - City of Woodburn with a value of $250,000.00 and will be effective retroactive to 7/1/2026 upon approval.

A. BACKGROUND

The HUD Annual Action Plan period is required to be from July 1st through June 30th. However, the federal fiscal year is from October 1st through September 30th thus creating a delay in the accessibility of funds available for reimbursement. Additionally, the federal fiscal year is dependent on a congressionally approved national budget which typically does not happen until the fall. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

For the stated reason in section A, Background.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

This will not change as long as the HUD Annual Action Plan period does not align with the federal fiscal year

Submitted by:
Ashley Jackson
Ashley Jackson
Community and Economic Development Department

Reviewed by:
Contracts & Procurement

Acknowledged by:
Kelli Weese
Kelli Weese (Sep 23, 2026 10:50:14 PDT)
Department Head

Acknowledged by:
Jan Fritz
Jan Fritz (Sep 24, 2026 13:57:15 PDT)
Jan Fritz, CAO

MARION COUNTY
SUBRECIPIENT AGREEMENT
CS-7083-26
2026 Community Development Block Grant
(CDBG) Funds

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **City of Woodburn,** hereinafter referred to as "Subrecipient".

Recitals

WHEREAS County is the recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS County has determined that Subrecipient will carry out the activity described in Exhibit A, subject to the terms and conditions of this Agreement; and

WHEREAS County has agreed to provide CDBG funds to Subrecipient in an amount not to exceed $250,000, subject to the terms of this Agreement.

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation

The foregoing Recitals are incorporated into this Agreement by reference. However, the Recitals do not modify or limit the express terms of this Agreement. If there is any conflict between the terms of this Agreement and any exhibit, the terms of this Agreement will control unless this Agreement expressly provides otherwise. The following exhibits are attached to and incorporated into this Agreement:

A. Exhibit A (Project Scope, Budget and Schedule)
B. Exhibit B (Federal Award Information)
C. Exhibit C (General Federal Requirements)
D. Exhibit D (Security and Period of Compliance Requirements)
E. Exhibit E (Fair Housing and Accessibility Requirements)
F. Exhibit F (Section 3 HUD Act of 1968 Requirements)

2. Term of Agreement

This Agreement is effective on July 1, 2026 and terminates on June 20, 2028, unless earlier terminated or extended in writing. Unless otherwise approved in writing by County, all costs for reimbursement under this Agreement must be incurred on or after the effective date and before the termination date. Final reimbursement requests must be submitted no later than 60 days after termination date. If the funded activity is subject to any continued use, national objective, or period-of-compliance requirement, Subrecipient shall continue to operate or use the assisted activity in accordance with those requirements for the period stated in this Agreement or in the applicable security documents.

3. Work to be Performed

Subrecipient shall perform the work described in Exhibit A, which contains the project scope, budget, and schedule in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of the County.

4. Consideration; Reporting

The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of Two-hundred and fifty thousand dollars $250,000 (the "Grant") for eligible program costs and activities as described in Exhibit A and authorized by this agreement. Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A. Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County.

Subrecipient shall submit reimbursement documentation in the form required by County and shall submit performance reports, closeout reports, and any other information reasonably requested by County concerning the funded activity.

5. Funding Appropriation

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which the County anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Subrecipient shall receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to the County with authorizing limitation.

Subrecipient's obligation to perform the Work is conditioned upon the County receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs.

6. Requests for Funds

A. Subrecipient shall request grant funds in such form and manner as is satisfactory to or required by the County. Subrecipient shall limit each request for funds to eligible, allowable, and properly documented costs actually incurred for the Work, consistent with applicable Federal cash management requirements. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

B. Grant distributions shall be made by the County. All requests for reimbursement including supporting documentation shall be submitted to the CDBG/HOME Program Manager.

Invoices for reimbursement should be submitted quarterly no more than 45 days following the end of the quarter as outlined below or following the signature date of this agreement for timely processing. Construction, renovation and acquisition projects may submit invoices as costs are incurred.

1) July 1-September 30
2) October 1-December 31
3) January 1-March 31
4) April 1-June 30-Submit expenses for this time period **as soon as possible** after June 30, but no later than July 31

Invoices for reimbursement along with supporting documentation should be submitted to all three of the following email addresses: sdickey@co.marion.or.us, sroberts@co.marion.or.us, csreporting@co.marion.or.us

7. Supporting Documentation for Reimbursement Requests

Expenditures and requests for funds shall be supported by Subrecipient with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of Subcontractors, under their respective contracts with Subrecipient) in accordance with generally accepted accounting principles and applicable

State and Federal requirements, including as specified herein. The County may require such other information or clarification as it deems necessary or appropriate.

8. **Program Income**
Subrecipient shall promptly notify County of any actual or anticipated program income, as that term is used in the CDBG regulations. Unless expressly authorized in writing by County, Subrecipient shall remit all program income to County. If County authorizes Subrecipient to retain program income, such program income shall be used only for the activities specified by County in writing, and all provisions of this Agreement shall apply to those activities.

9. **Allowable/Unallowable Costs - Lobbying Activities**
Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities.

10. **Environmental Review**
Subrecipient shall not commit or expend CDBG funds, non-CDBG funds, or undertake any choice-limiting action for any activity requiring environmental review until County has completed the applicable environmental review process and, if required, HUD has approved the release of funds. Subrecipient shall comply with all environmental conditions and mitigation measures applicable to the activity.

11. **Civil Rights and Nondiscrimination**
Subrecipient shall comply with all applicable federal, state, and local civil rights, fair housing, and nondiscrimination laws and regulations in carrying out the Work including, but not limited to Title VI of the Civil Rights Act, 28 CFR Part 42, Subpart C and ORS 659A. Subrecipient shall not, on the basis of race, color, national origin, religion, sex, age, disability, familial status, or other protected status under applicable law, exclude any person from participation in, deny any person the benefits of, or otherwise subject any person to discrimination under any program or activity funded in whole or in part under this Agreement. Subrecipient shall require its contractors and subcontractors, as applicable, to comply with this requirement.

12. **Conflict of Interest**
Subrecipient shall maintain written standards of conduct and conflict-of-interest policies consistent with applicable federal requirements, including 2 CFR 200.112, 2 CFR 200.318(c), and, where applicable, 24 CFR 570.611. Subrecipient shall promptly disclose in writing to County any actual, apparent, or potential conflict of interest involving this Agreement or the funded activity.

13. **Debarment and Suspension**
Subrecipient shall not make any award, contract, subcontract, or other covered transaction under this Agreement to any person or entity that is suspended, debarred, or otherwise ineligible to participate in Federal assistance programs, where such award is prohibited by applicable law. Subrecipient shall comply with applicable debarment and suspension requirements and shall require its contractors and subcontractors, as applicable, to do the same.

14. **Religious and Political Activities**
Subrecipient shall use Grant funds only for eligible activities authorized under this Agreement. Grant funds may not be used for inherently religious activities, such as worship, religious instruction, or proselytization, or for political activities prohibited by applicable law. Subrecipient shall ensure that any religious activities

conducted by the organization are offered separately, in time or location, from activities supported with Grant funds and are voluntary for program participants.

15. Federal Reporting Information

Subrecipient shall timely provide any UEI, SAM registration information, executive compensation information if applicable, and any other organizational, ownership, or award-related information reasonably requested by County for purposes of federal reporting, subaward administration, risk assessment, or compliance.

16. Build America, Buy America

If applicable to the funded activity, Subrecipient shall comply with the Build America, Buy America Act and any applicable HUD regulations, notices, waivers, and guidance including but not limited to 2 CFR Parts 184 and 200.

17. Subcontractor Agreements

Subrecipient shall ensure all Subcontractors are selected through procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient shall require and cause its Subcontractors to comply with all applicable provisions of this Agreement and its exhibits between the County and Subrecipient, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the County.

Subrecipient shall require and cause that all its Subcontractor agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subrecipient by the County and that the County shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subrecipient shall have a written contract with each Subcontractor that is listed in and consistent with the Subrecipient's Work that identifies:

A. The services that the Subcontractor must provide related to the project.

B. The laws and regulations with which the Subcontractor must comply under the terms of the Agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).

C. The Subrecipient's and the County's monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.

D. A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or of Subrecipient.

E. Subrecipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") to carry out the Project. To the extent permitted by law, Subrecipient shall take all reasonable steps to require each Contractor that is not a unit of local government, as defined in ORS 190.003, to defend, indemnify, save, and hold harmless the County and its officers, employees, and agents from and against any and all claims, actions, liabilities, damages, losses, and expenses arising out of a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or the Contractor's officers, agents, employees, or subcontractors ("Claims").

It is the intent of the parties that the County be indemnified by the Contractor against all such Claims, except to the extent a Claim arises solely from the negligent or willful acts or omissions of the County.

F. Subrecipient shall include in its procurement and contract documents all federal provisions and other requirements applicable to the activity, including those reflected in the applicable exhibits to this Agreement, and shall require contractors and subcontractors to comply with those requirements.

18. Procurement Outreach to Small / Minority / Women / Veteran / Labor Surplus Firms

In conducting procurements under this Agreement, Subrecipient shall take all necessary affirmative steps required by applicable federal law to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. Such steps include placing qualified firms on solicitation lists, assuring that such firms are solicited whenever they are potential sources, dividing total requirements into smaller tasks or quantities when economically feasible, establishing delivery schedules that encourage participation by such firms when practicable, and using the services and assistance of appropriate business assistance organizations.

19. Construction-Specific Requirements

If the Work includes construction, rehabilitation, installation of public improvements, or other physical improvements, Subrecipient shall comply, and shall require its contractors and subcontractors to comply, with all applicable federal, state, and local requirements governing such activities, including the requirements set forth below.

20. Equal Opportunity in Construction Contracts

If the Work includes construction or rehabilitation contracts, Subrecipient shall comply, and shall require its contractors and subcontractors to comply, with all applicable federal and state equal employment opportunity and nondiscrimination requirements. Subrecipient shall include in applicable bid documents and construction contracts any equal opportunity provisions required by law or by County.

21. Prevailing Wage / Labor Standards

If the Work is subject to federal Davis-Bacon labor standards, Oregon prevailing wage requirements, or both, Subrecipient shall comply, and shall require its contractors and subcontractors to comply, with all applicable labor standards requirements. Subrecipient shall include the required labor standards provisions in applicable solicitations and contracts and shall maintain all records required to document compliance.

Federal Davis-Bacon Prevailing Wage Rate requirements apply to your project if you are proposing a CDBG-funded project that will involve construction or rehabilitation of a public facility (i.e., a homeless shelter), installation of public improvements to support affordable housing (i.e., street, water/sewer lines), or rehabilitation of multifamily housing containing eight or more assisted units. If it is determined that your project must comply with the Davis Bacon Act Prevailing Wage Laws, the following will apply:

A. The prevailing wage rate requirements that may apply to the project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (Federal "Davis-Bacon Act"). If applicable, Subrecipient shall:

1) Comply with Prevailing Wage Rate, require its Contractors and Subcontractors to pay the applicable Prevailing Wage Rate or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the Prevailing Wage Rate, including on all contracts and subcontracts and in filing separate Public Works Bonds with the Construction Contractors Board;

2) Pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the project; and

3) Unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Subrecipient is a "Public Body" and the project is a "Qualified Project," as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Subrecipient shall require each Contractor in a contract with an estimated cost of $200,000 or greater to:

a. Enter into a Project Labor Agreement that, at a minimum, provides for payment of wages at or above the Prevailing Wage Rate.

b. Employ apprentices to perform 15 percent (15%) of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs.

c. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent (15%) of total work hours performed by individuals in one or more of those groups; and

d. Require any Subcontractor engaged by the Contractor to abide by the requirements above, if the work to be performed under the Subcontract has an estimated cost of $200,000 or greater.

B. Subrecipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

C. Pursuant to ORS 279C.817, Subrecipient may request that the Commissioner of BOLI make a determination about whether the project is a public works on which payment of the Prevailing Wage Rate is required under ORS 279C.840

22. Section 3 of the HUD Act of 1968

If Section 3 applies to the Work, Subrecipient shall comply with 24 CFR Part 75 and shall require applicable contractors and subcontractors to comply. Subrecipient shall include required Section 3 provisions in applicable procurement and contract documents and shall maintain records sufficient to document compliance.

23. Lead-Based Paint

If the Work involves applicable pre-1978 housing or child-occupied facilities, Subrecipient shall comply, and shall require its contractors and subcontractors to comply, with all applicable federal lead-based paint requirements, including evaluation, treatment, notices, clearance, and ongoing maintenance requirements where applicable.

24. Building Codes, Permits, and Standards

Subrecipient shall obtain, and shall require its contractors and subcontractors to obtain, all permits, licenses, inspections, and approvals required for the Work. Subrecipient shall ensure that all work is performed in compliance with applicable federal, state, and local laws, ordinances, codes, and standards.

25. Real Property / Security / Period of Compliance

If real property acquired or improved in whole or in part with CDBG funds in excess of $25,000 is no longer used to meet a CDBG national objective for the required period, Subrecipient shall promptly notify County and shall comply with all applicable change-of-use, disposition, and reimbursement requirements under 24 CFR 570.505. County may require Subrecipient to execute and record a promissory note, trust deed, covenant, deed restriction, or other legal instrument, in a form approved by County, to protect County's CDBG investment and to secure compliance with this Agreement. If a period of continued eligible use or national-objective compliance applies, such as no change of use, Subrecipient shall maintain the approved

use of the property for the required period and shall not transfer or materially change the use of the property without County's prior written approval. Upon expiration or termination of this Agreement, Subrecipient shall transfer to County any funds on hand, accounts receivable, and assets required to revert under applicable law or this Agreement

26. Equipment and Supplies

If Grant funds are used to acquire equipment or supplies, Subrecipient shall manage, use, safeguard, and dispose of such property in accordance with applicable federal requirements and this Agreement. Subrecipient shall use equipment and supplies for the authorized purposes of the Work, maintain appropriate property and inventory records, take reasonable measures to protect the property from loss, damage, or theft, and follow County instructions and applicable law regarding disposition when the property is no longer needed for the funded activity.

27. Nonexclusive Remedies Related to Funding

A. Withholding of Grant Funds from Request

County may withhold any and all undisbursed Grant funds from Subrecipient, if the County determines that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subrecipient obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to the County regarding its performance under this Agreement as well as satisfying all Agreement obligations relating to any awarded funds. The County may also withhold any and all requested Grant fund from Subrecipient if the County determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work, is in noncompliance or ineligible with CDBG funding or program objectives or is unsubstantiated by related documentation.

B. Redistribution or Retention of Funds

If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding and may redistribute such funds to other Subrecipients. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

C. Reservation of Right to Recapture

The County reserves the right to recapture funds from Subrecipient based on misrepresentation, underperformance, non-compliance, unallowable costs, fraud, or any unlawful acts.

28. Reporting

Annual reports will be required and are due by July 30 of each year. The county may also request subrecipient updates at any other point during the year and the Subrecipient must comply within thirty (30) calendar days of the County's request.

29. Monitoring Required

A. County Authorized to Monitor Subrecipient

County may monitor Subrecipient's activities, records, expenditures, performance, and compliance with this Agreement and applicable law. Monitoring may include but is not limited to desk reviews, requests for additional documentation, onsite reviews, and follow-up on audit findings or other deficiencies. Subrecipient shall fully and timely cooperate with County's monitoring and oversight activities and shall require its contractors and subcontractors to do the same. County may require corrective action, impose special conditions, disallow costs, withhold funds, or exercise other remedies under this Agreement in response to noncompliance. County may consider extended periods of inactivity or lack of communication from the subrecipient as a reason for concern and possible remedy action.

B. Subrecipient Noncompliance

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require specific conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

C. Subrecipient Shall Monitor Its Subcontractors

Subrecipient shall monitor any Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this Agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is reasonable to ensure compliance with applicable CDBG program requirements or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

The activities of any Subcontractor shall be monitored to ensure-that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

30. Records Maintenance

Subrecipient shall, and shall require and cause its Subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Subrecipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of State and Federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

31. Records Access

The County, HUD, the Comptroller General of the United States, the State of Oregon, and their duly authorized representatives shall have access to all books, documents, papers, and records including financial statements of Subrecipient that are pertinent to this Agreement for the purpose of audit, examination, excerpts, transcripts, and copies, in accordance with applicable law. Subrecipient shall require its contractors and subcontractors to provide the same access with respect to records relating to the Work.

32. Audits

If Subrecipient expends $1,000,000 or more in Federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable Federal Regulations, if any.

33. Remedies

A. County Remedies

If County determines that Subrecipient has failed to timely comply with any material obligation under this Agreement, including any County directive or corrective action plan, County may exercise any remedy available under this Agreement, applicable law, or otherwise. Remedies may include, without limitation:

1) Terminating this Agreement, in whole or in part;
2) Withholding, reducing, or recapturing Grant funds;
3) Disallowing costs;
4) Suspending or recovering payments;
5) Requiring corrective action;

6) Bringing an action in an appropriate forum to enforce this Agreement or recover damages, including injunctive relief, specific performance, or other available relief;
7) Limiting Subrecipient's eligibility for future County funding, to the extent permitted by law;
8) Referring matters involving misstatements, fraud, or other violations to appropriate investigative or enforcement authorities; and
9) Requesting audit, investigation, or sanction by other governmental bodies.

B. Nonexclusive Remedies

The rights and remedies of County under this Agreement are cumulative and not exclusive, and County may exercise them successively or concurrently. Except as expressly stated in this Agreement, nothing in this section limits any other rights or remedies available to either party under this Agreement or applicable law.

C. No Waiver; Survival

No failure or delay by County to enforce any provision of this Agreement shall constitute a waiver of that provision or of any other provision. No single or partial exercise of any right, power, or privilege under this Agreement shall preclude any further exercise of that or any other right, power, or privilege. All remedies provided under this Agreement, or otherwise available by law, survive termination of this Agreement.

D. Disallowance of Costs

County is not responsible for, and shall not pay, any cost that County disallows, whether upon review of a Request for Funds or as a result of an audit, review, site visit, or other disallowance action, except for costs incurred by Subrecipient solely as a result of the willful misconduct or gross negligence of County or its officers, employees, or agents. If County disallows a cost after reimbursement has been made, Subrecipient shall repay the disallowed amount to County within the time stated in County's written notice, which shall not exceed thirty (30) days. Subrecipient shall cooperate, and shall require its Subcontractors to cooperate, with County and any appropriate investigative or oversight agency in connection with the review, recovery, or resolution of any disallowed or invalid payment.

34. Termination

A. Termination by County for Immediate Cause

County may terminate this Agreement, in whole or in part, immediately upon written notice to Subrecipient if County determines that Subrecipient has engaged in material misrepresentation, malfeasance, gross negligence, abandonment of performance, or loss of legal authority to perform its obligations under this Agreement, whether directly or through its agents, subcontractors, successors, or assigns.

B. Termination by County for Cause Upon Notice

County may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice if Subrecipient fails to comply with any material obligation under this Agreement or if continuation of this Agreement becomes inappropriate due to an event of default or other cause. Events of default or cause may include, without limitation:

1) Failure to timely perform any obligation under this Agreement.
2) Failure to timely comply with County directives.
3) Improper, illegal, or unauthorized use of Grant funds.
4) Denial, suspension, reduction, or elimination of funding for the grant program.
5) Change in federal or state law, regulation, guidance, interpretation, appropriation, limitation, or expenditure authority that prevents County from funding or continuing the Work.
6) Denial, suspension, revocation, limitation, or nonrenewal of any license, certification, or legal authority required for performance of the Work.

7) Insolvency, bankruptcy, assignment for the benefit of creditors, receivership, or similar financial distress affecting Subrecipient; or
8) Suspension, debarment, proposed debarment, declared ineligibility, or voluntary exclusion of Subrecipient or its principals, officers, or agents from participation in federal, state, or local agreements or contracts.

C. Termination by Subrecipient

Subrecipient may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice to County if:

1) County unreasonably fails to provide funding required under this Agreement and does not cure that failure within the notice period; or

2) County issues a material directive that is contrary to applicable federal or state law, regulation, or funding requirements and does not withdraw or correct that directive within the notice period after receiving written notice from Subrecipient.

D. Restrictions Pending Termination

After notice of termination is issued and before the effective date of termination, County may require Subrecipient to obtain County's prior written approval before incurring any additional cost or obligation for which reimbursement may be sought under this Agreement.

E. Effect of Termination

Termination of this Agreement does not relieve either party of liability for breach occurring before the effective date of termination. County may withhold reimbursement otherwise due to Subrecipient to offset damages, disallowed costs, or other amounts owed to County, to the extent permitted by law.

F. Return of Funds, Property, and Records

Upon termination, Subrecipient shall promptly return to County any unexpended funds, accounts receivable attributable to Grant funds, property, and any finished or unfinished documents, data, reports, studies, or other materials prepared or acquired under this Agreement, as requested by County. Unless County approves a different deadline in writing, Subrecipient shall do so within sixty (60) days after the effective date of termination.

35. Closeout

Upon expiration or termination of this Agreement, Subrecipient shall transfer to County any CDBG funds on hand, any accounts receivable attributable to the use of CDBG funds, and any other assets required to revert under applicable law or this Agreement.

36. Insurance

Subrecipient shall obtain and maintain the insurance coverage required by this Section for the term of this Agreement and for any additional period stated below. Except as approved in writing by County, all required insurance shall be primary and non-contributory to any insurance or self-insurance maintained by County.

Insurance Required for All Subrecipients:

A. Commercial General Liability Insurance. Subrecipient shall maintain Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate per project for bodily injury, property damage, personal injury, and advertising injury. Such insurance shall include coverage for premises and operations, products and completed operations, and contractual liability sufficient to support the indemnity obligations of this Agreement.

Marion County, its officers, agents, employees, and elected officials shall be named as additional insureds with respect to liability arising out of or related to Subrecipient's performance under this Agreement, to the extent such status is available by endorsement or under the policy.

B. **Automobile Liability Insurance**. Subrecipient shall maintain Automobile Liability Insurance with a combined single limit of not less than $1,000,000 per accident for bodily injury and property damage, covering owned, hired, and non-owned vehicles used in connection with Subrecipient's performance under this Agreement.

Marion County, its officers, agents, employees, and elected officials shall be named as additional insureds, if available, with respect to liability arising out of or related to Subrecipient's performance under this Agreement.

C. **Workers' Compensation Insurance.** Subrecipient shall comply with ORS 656.017 and all other applicable provisions of Oregon law requiring workers' compensation coverage for all subject workers. Subrecipient shall maintain Workers' Compensation Insurance as required by Oregon law with limits of not less than $500,000 each accident. No Workers' Compensation Insurance has been or will be obtained by Marion County for Subrecipient or for any of Subrecipient's employees, agents, or subcontractors.

Oregon does not apply additional insured treatment to Workers' Compensation coverage.

Insurance Required for Certain Subrecipients

Required if marked.

D. **Abuse and Molestation Liability Insurance**. If required, Subrecipient shall maintain Abuse and Molestation Liability Insurance, either as part of its Commercial General Liability Insurance or as separate coverage, in a form satisfactory to County. Such coverage shall apply to damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, and negligent hiring, supervision, investigation, reporting, or retention of persons for whom Subrecipient is responsible, including employees and volunteers. Coverage shall be written on an occurrence basis with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate.

☒ **Required by County**

E. **Professional Liability/Errors and Omissions Insurance.** If required, Subrecipient shall maintain a Professional Liability/Errors and Omissions type insurance policy with limits of not less than $1,000,000 annual aggregate. IF this policy is a "claims made" type policy, the policy type and company shall be approved by Marion County prior to commencement of the work.

If Professional Liability / Errors and Omissions insurance is required and is written on a claims-made basis, Subrecipient shall maintain continuous claims-made coverage, or obtain extended reporting coverage, for not less than thirty-six (36) months after completion of the Work. The retroactive date shall be no later than the effective date of this Agreement.

☒ **Required by County**

G. **Bonding/Crime Coverage**. Subrecipient shall ensure that each director, officer, or employee authorized to receive, deposit, disburse, or otherwise handle project funds is bonded or covered by a Commercial Crime policy protecting against loss. The coverage amount shall be not less than $100,000 or the total amount received under this Agreement, whichever is greater, unless County approves otherwise in writing. Upon request, Subrecipient shall provide County with evidence of such coverage.

☒ **Required by County**

F. **Flood Plain Insurance**. If the Work involves construction or rehabilitation of a structure located in a Special Flood Hazard Area, flood insurance shall be required to the extent required by applicable law or County.

☒ **Required by County**

G. **Builders Risk Insurance**. In addition to the requirements above, if this Agreement is for a capital project, the following will also be required. During the term of this Agreement, for new construction or reconstruction following casualty, the Subrecipient shall or shall require the owner to maintain in force, at its own expense, Builders Risk Insurance on an all-risk form, including earthquake and flood, for an amount equal to the full amount of this Agreement. Such insurance shall be maintained until the facility has reached substantial completion.

☒ **Required by County**

Required Components of All Insurance Under This Agreement

H. **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the Certificate of Insurance, and no deductible or retention may exceed $25,000 without the prior written consent of the County.

I. **Additional Insureds**. The County, its officers, employees, agents, and elected officials, while acting within the scope of their duties, shall be named as additional insureds on all insurance required under this Agreement other than Workers' Compensation and Professional Liability coverage

J. **Proof of Insurance**. The Subrecipient shall deliver to the County, prior to the commencement of the work, a Certificate of Insurance evidencing all policies required by this Agreement including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s).

K. **Notice of Cancellation, Nonrenewal, or Material Change.** Subrecipient shall promptly notify County, and in no event later than two (2) business days after Subrecipient becomes aware, of any cancellation, nonrenewal, lapse, or substantive reduction or material change in any insurance policy or endorsement required by this Agreement. If required by County, the applicable policy shall also provide that County will receive not less than sixty (60) days' prior written notice of cancellation, nonrenewal, or material reduction in coverage, to the extent such notice is available by endorsement.

L. **Contractor and Subcontractor Insurance**. Subrecipient shall require its contractors and subcontractors to maintain insurance appropriate to the work they perform and in amounts satisfactory to County, unless County approves otherwise in writing.

M. **Self-Insurance**. If the Subrecipient is self-insured, for any of its insurance requirements herein, it shall submit satisfactory evidence to the County of the terms and conditions of its own insurance coverage. A Certification of Self-Insurance shall constitute compliance with the section.

N. **Acceptability of Insurers**. All insurance required pursuant to this section shall be issued by an insurance company or companies doing business in the State of Oregon. Insurance is to be placed with a carrier(s) having a Best's rating of no less than A: VII. Any exception must be approved by the County.

O. **Maintenance of Insurance.** At its sole cost and expense, the Subrecipient shall or shall require Owner to keep the building and all other improvements on the premises insured throughout the term of this Agreement and the Trust Deed required therein, against loss or damage by fire and such other risks, including earthquake and flood, written on an "All Risk" form on a replacement cost basis, including coverage for loss or damage due to leakage of sprinkler systems and coverage for loss or damage due to explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus.

P. Sole Responsibility for Coverage. Insurance coverage, whether obtained by purchase or through self-insurance, for Subrecipient's agents, employees, officers, volunteers, contractors, and subcontractors shall be the sole responsibility of Subrecipient.

37. Indemnity

Subrecipient shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, resulting from, arising out of, or relating to the activities of Subrecipient or its officers, employees, Subcontractors, or agents under this Agreement.

Subrecipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

38. Liability for Breach of Grant Conditions

Subrecipient assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Subrecipient or by any of its Subcontractors, agents or assigns and shall, upon breach of grant conditions that require the County to return funds to the grantor, whether such breach is by Subrecipient or by any of its Subcontractors, agents or assigns, hold harmless and indemnify the County for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to the County; or if there are legal limitations on the indemnification ability of the Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement.

39. Subrecipient Status

Subrecipient shall perform all work under this Agreement as an Independent Contractor. Subrecipient is not an officer, employee, or agent of the County, with respect to work performed under this Agreement. Subrecipient certifies that it is not employed by or contracting with the Federal Government for the work covered by this Agreement.

40. Confidentiality

Subrecipient shall require and cause its Subcontractors and vendors, including officers, employees, and agents to protect the confidentiality of all information concerning clients and other applicants and recipients of services funded by this Agreement. Neither Subrecipient nor Subcontractor shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant, or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

41. Dual Payment

Subrecipient shall not be compensated for work performed under this Agreement from any other department of the County, nor from any other source, including the Federal or State government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to the County.

42. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, or other written instrument, to Subrecipient or the County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this

Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by email shall be deemed to be given when receipt of the transmission is generated by the sender. Any communication or notice by personal delivery shall be deemed to be given when delivered.

County Contact Person:
Steve Dickey CDBG/HOME Program Manager
Community and Economic Development Department
Contact Telephone Number: 503- 373-4334
E-Mail: sdickey@co.marion.or.us
Mailing Address: PO Box 14500 Salem, OR. 97309

Subrecipient Contact Person:
Renata Wakeley
City of Woodburn
Contact Telephone Number: 503-980-2415
Contact Email: Renata.wakeley@ci.woodburn.or.us
Contact Mailing Address: 270 Montgomery St Woodburn, OR 97215

43. Governing Law; Venue; Consent to Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation of any other rights or remedies of the County according to law.

44. No Third-Party Beneficiaries

The County and Subrecipient 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, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

45. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

46. Merger Clause

This Agreement and 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, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

47. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

48. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

49. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

50. Time is of the Essence

Time is of the essence in the performance of all under this Agreement.

51. No Limitations on Actions of The County in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of the County in the exercise of its governmental powers. It is the express intention of the parties hereto that the County shall retain the full right and ability to exercise its governmental powers with respect to the Subrecipient, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall the County have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

52. Certifications and Signature of Subrecipient's Authorized Representative

The undersigned certifies, under penalty of perjury and on behalf of Subrecipient, that:

A. The undersigned is duly authorized to execute this Agreement and to make the certifications contained in this Agreement on behalf of Subrecipient.

B. To the best of the undersigned's knowledge, Subrecipient is not in violation of any applicable Oregon tax laws.

C. To the best of the undersigned's knowledge, Subrecipient has not discriminated and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Subrecipient has adopted and maintains a formal nondiscrimination policy applicable to employment.

E. To the best of the undersigned's knowledge, after due inquiry, Subrecipient has no actual, apparent, or potential conflict of interest prohibited by applicable law in connection with this Agreement or the activities funded under it.

F. Subrecipient has adopted and will maintain written standards of conduct addressing conflicts of interest in the administration of this Agreement.

G. Subrecipient is bound by and shall comply with all requirements, terms, and conditions contained in this Agreement.

SIGNATURE PAGE

SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBRECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
COUNTY AND SUBRECIPIENT FURTHER ACKNOWLEDGE THAT EACH IS SUBJECT TO APPLICABLE CONFLICT-OF-INTEREST REQUIREMENTS IN CONNECTION WITH THIS AGREEMENT AND SHALL PROMPTLY DISCLOSE ANY ACTUAL, APPARENT, OR POTENTIAL CONFLICT OF INTEREST TO THE OTHER PARTY.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date

Authorized Signature:	Kelli Weese Kelli Weese (Sep 23, 2026 10:50:14 PDT)	09/23/2026
	Community & Economic Development Director	Date
Authorized Signature:	Jan Fritz Jan Fritz (Sep 24, 2026 13:57:15 PDT)	09/24/2026
	Chief Administrative Officer	Date
Reviewed by Signature:		09/24/2026
	Marion County Legal Counsel	Date
Reviewed by Signature:		09/23/2026
	Marion County Contracts & Procurement	Date

City of Woodburn:
Authorized Signature: _____
Date

Title: _____

EXHIBIT A

Scope of Work, Budget, and Project Schedule

This Exhibit A is incorporated into and made part of the Subrecipient Agreement for the use of Marion County Community Development Block Grant (CDBG) funds.

1. Project Information

Subrecipient:	**City of Woodburn**
Project Name:	**Mill Creek Community Center**
CDBG Award Amount:	**$250,000**
Agreement Period:	**07/01/26-06/30/28**
County Contact:	Steve Dickey, CDBG/HOME Program Manager
Subrecipient Contact:	**Renata Wakeley; renata.wakeley@ci.woodburn.or.us**

2. Scope of Work

National Objective:

☒Benefit for LMI Persons or ☐Eliminate Slum/Blight, or ☐Urgent Need.

Project Description:

This project is for management/development costs for the Mill Creek Community Center renovation and improvements. The community center includes a public pool, recreation activities, health and wellness programs, event center and commercial kitchen for community gatherings and Meals on Wheels.

Service Area / Project Location:

270 Montgomery St, Woodburn is the project administration address and 190 Oak St, Woodburn, OR is the current property address of the community center. The facility service area is Woodburn and north Marion County communities.

3. Budget

CDBG funds in the award amount shown above shall be used only for eligible costs necessary to complete the approved scope of work. ***Eligible expenses may include the following:*** Project management/development costs such as superintendent and project manager personnel costs, design, architectural and engineering, project insurance costs, and other project administration costs

4. Project Schedule

Project / Activity Start Date	**07/01/26**
Key Milestone: Substantial Completion	**05/30/27**
Key Milestone: Project Completion	**06/30/28**
Agreement End Date	**06/30/28**
Final Reimbursement Request / Final Report Due	No later than 60 days after all project work is complete or agreement end date, whichever is first.

5. Changes

Any material change to the scope of work, budget, project location, beneficiaries, deliverables, or project schedule must receive prior written approval from Marion County. Approved changes may require an amendment to the Agreement.

Exhibit B
Federal Award Information

Federal Award Identification	
Subrecipient Name:	City of Woodburn
Unique Entity ID#:	[redacted]
Federal Award Identification Number (FAIN):	[redacted]
Federal Award Date:	12/5/2025
Subaward Period of Performance (Start & End Date):	7/1/2026-6/30-2028
Subaward Budget (Start & End Date)	7/1/2026-6/30-2028
Federal Funding Obligation	
Total Amount of Federal Funds Obligated by this Agreement:	$250,000.00
1)	
2)	
3)	
Total Amount ***of Federal Funds*** Obligated to Subrecipient by Pass-Through Entity (PTE), ***including*** this agreement:	$250,000.00 $250,000.00
Total Amount of ***this Federal Award*** committed to Subrecipient	$250,000.00
Federal Award Project Description:	
Identify the following:	
a) Federal awarding agency	US Dept of Housing and Urban Development
b) Pass-Through Entity,	Marion County
c) Contact info for awarding official:	Jan Fritz, CAO: jfritz@co.marion.or.us
Identify Program Information	
a) Assistance Listing Number:	14.218
b) Program Name:	Community Development Block Grant (CDBG)
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	
Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	
Additional Requirements or Comments (if any)	
Identify in this section additional conditions concerning closeout of award or required financial/performance reports or any other comments regarding the federal award. If no additional information is necessary, please delete this section or mark NIA.	

Exhibit C

General Federal Requirements Applicable to CDBG Activities

The requirements below apply to the Subrecipient and, where indicated, must be included as enforceable provision in each applicable contract, subcontract, purchase order, or other procurement agreement funded in whole or in part with CDBG funds.

Each subrecipient is responsible for determining which requirements apply to its project or program and for ensuring compliance. Some requirements apply only to certain activities, such as construction, rehabilitation, acquisition, relocation, or housing-related activities. These requirements should be reviewed early in project planning and, where applicable, with contractors, consultants, property owners, and program staff. 2 CFR Part 200 and 24 CFR Part 570 provide the basis for CDBG requirements.

Civil Rights and Nondiscrimination
Subrecipients must comply with applicable civil rights and nondiscrimination requirements. No person may be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination under a CDBG-assisted activity on a prohibited basis. Depending on the activity, applicable authorities may include Section 109 of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and Title IX where applicable. For further information, see 24 CFR Part 6, 24 CFR Part 8, and 24 CFR Part 146.

Environmental Review
Subrecipients must not commit or expend CDBG funds, non-HUD funds, or undertake any choice-limiting action on a project until the required environmental review is completed and the activity is authorized to proceed. All environmental conditions and mitigation measures imposed on the activity must be followed. For further information, see 24 CFR Part 58 and 24 CFR 570.604.

Procurement and Contract Requirements
Subrecipients must maintain and follow written procurement procedures consistent with applicable federal, state, and local requirements. Contracts funded with CDBG must include the clauses required by federal law when applicable. For further information, see 2 CFR 200.317 through 200.327 and Appendix II to 2 CFR Part 200.

Termination for Cause and Convenience
Contracts exceeding $10,000 must include provisions allowing the Subrecipient to terminate the contract for cause and for convenience. The contract must describe how termination will be carried out and the basis for any settlement, including payment for acceptable work completed before termination. For further information, see Appendix II to 2 CFR Part 200.

Labor Standards
When required by the nature of the activity and applicable law, subrecipients must comply, and must require contractors and subcontractors to comply, with applicable federal labor standards. These may include the Davis-Bacon Act, Copeland Anti-Kickback Act, and Contract Work Hours and Safety Standards Act. Applicable wage determinations and required federal labor clauses must be included in solicitations, contracts, and lower-tier agreements.

For contracts exceeding $100,000 that involve laborers or mechanics, covered workers must be paid at least one and one-half times their basic rate of pay for hours worked over 40 in a workweek. For applicable construction work, workers may not be required to work under conditions that are unsanitary,

hazardous, or dangerous. For further information, see 24 CFR 570.603, 40 U.S.C. §§ 3701–3708, and 29 CFR Parts 1, 3, and 5.

Acquisition, Relocation, and Displacement
If a project involves acquisition, relocation, demolition, or displacement, the subrecipient must comply with all applicable notice, advisory, payment, and recordkeeping requirements. For further information, see the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974, as applicable.

Lead-Based Paint
For applicable pre-1978 housing and child-occupied facilities, subrecipients must comply with federal lead-based paint requirements, including evaluation, treatment, clearance, notices, and ongoing maintenance requirements where applicable. For further information, see 24 CFR Part 35.

Debarment and Suspension
Subrecipients must not enter into contracts or other covered transactions with parties that are suspended, debarred, or otherwise excluded from participation in federal programs where federal requirements prohibit such awards. For further information, see 2 CFR Part 180 and 2 CFR Part 2424.

Conflict of Interest
Subrecipients must comply with applicable CDBG conflict-of-interest requirements and any additional County conflict-of-interest policies and disclosure requirements. Potential conflicts should be identified and addressed before funds are committed or activities proceed. For further information, see 24 CFR 570.611.

Property, Equipment, and Supplies
Real property, equipment, supplies, and other assets acquired or used under the subaward must be managed, used, and disposed of in accordance with applicable federal requirements and the agreement. For further information, see 2 CFR Part 200, Subpart D, and 24 CFR 570.505, when applicable.

Program Income
If the funded activity generates program income, the agreement must specify whether the subrecipient may retain it or must return it to the County, and how it may be used. For further information, see 24 CFR 570.504(c).

Religious and Political Activities
CDBG funds may not be used for activities that are prohibited by federal law, including certain religious or political activities. Subrecipients are responsible for ensuring that CDBG-assisted activities remain eligible and compliant. For further information, see 24 CFR Part 570 and other applicable federal requirements.

Whistleblower Protections
Subrecipients and, where applicable, their contractors and subcontractors must comply with federal whistleblower protections. For further information, see 41 U.S.C. 4712 and 2 CFR 200.217.

Rights to Inventions
If the Project involves experimental, developmental, or research work and the federal award meets the definition of a “funding agreement” under 37 CFR § 401.2, the Subrecipient shall comply with 37 CFR Part 401 regarding rights to inventions. The Subrecipient shall not enter into any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work without prior County review.

Clean Air Act and Federal Water Pollution Control Act
For contracts, subcontracts, and subgrants exceeding $150,000, the Subrecipient shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). The Subrecipient shall report any violation to the County, the federal awarding agency, and the appropriate Regional Office of the Environmental Protection Agency, as required.

Byrd Anti-Lobbying Amendment
For awards, contracts, subcontracts, or other covered transactions exceeding $100,000, the Subrecipient shall comply with the Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352. The Subrecipient certifies that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence any federal officer, employee, member of Congress, or employee of a member of Congress in connection with obtaining any federal contract, grant, or other covered award. The Subrecipient shall obtain and retain required lobbying certifications and disclosures from lower-tier parties when applicable.

Procurement of Recovered Materials
The Subrecipient shall comply with applicable recovered materials procurement requirements, including 2 CFR § 200.323, when purchasing items designated by the Environmental Protection Agency. The Subrecipient shall include recovered materials requirements in applicable procurements and contracts.

Prohibited Telecommunications and Video Surveillance Equipment or Services
The Subrecipient shall not obligate or expend CDBG funds to procure, obtain, extend, or renew a contract for covered telecommunications equipment, video surveillance equipment, services, or systems prohibited by 2 CFR § 200.216. The Subrecipient shall include this prohibition in applicable lower-tier agreements.

Domestic Preference and Build America, Buy America
The Subrecipient shall, to the greatest extent practicable and consistent with law, provide a preference for goods, products, and materials produced in the United States as required by 2 CFR § 200.322. For infrastructure projects subject to the Build America, Buy America Act, the Subrecipient shall comply with applicable domestic content procurement preference requirements unless an exception or waiver applies. The Subrecipient shall include applicable domestic preference and Build America, Buy America requirements in solicitations, contracts, subcontracts, and purchase orders.

Additional Activity-Specific Requirements
Additional requirements may apply depending on the nature of the activity, including fair housing and accessibility requirements, flood insurance requirements, and other special conditions included in this Agreement or its exhibits.

Exhibit D

Security and Period of Compliance Requirements for Projects Receiving CDBG Funding

This exhibit provides a brief summary of security and period-of-compliance requirements that may apply when CDBG funds are used for acquisition, construction, rehabilitation, or improvement of real property or facilities. It is intended as a practical guide for subrecipients and does not replace the Agreement, promissory note, trust deed, covenant, or other legal documents required by the County.

Each subrecipient is responsible for determining, with the County, whether a promissory note, trust deed, covenant, deed restriction, or other legal instrument is required for the funded activity. These requirements should be reviewed early in project planning and before project completion. For further information regarding security and period of compliance requirements, see 24 CFR 570.503 and 24 CFR 570.505

Security Documents
When required by the Agreement or by the County, the subrecipient must execute a promissory note, trust deed, covenant, deed restriction, or other legal instrument in a form approved by the County to protect the County's CDBG investment and to secure continued compliance with applicable CDBG requirements.

Recording and Supporting Documentation
If required by the County, the subrecipient must provide the documents needed for preparation, execution, and recording of the required security instrument, including evidence of ownership and legal property description, as applicable. County may require execution and recording before reimbursement, project completion, or closeout.

Period of Compliance
When a funded activity involves real property or improvements with more than $25,000 of CDBG funds, the property or facility must continue to be used for an eligible purpose and to meet an applicable CDBG national objective for st least five years after expiration of the agreement.

Change in Use or Transfer
During any required period of compliance, the subrecipient must not transfer, sell, lease, encumber, or materially change the use of the assisted property without prior written approval from the County, if required by the Agreement or security documents. Additional repayment, recapture, or corrective action requirements may apply if the property is no longer used for the approved purpose.

Default, Repayment, and Recapture
If the subrecipient fails to comply with the Agreement, the required use restrictions, or the recorded security documents, the County may require repayment, recapture, or other remedies as provided in the Agreement and the applicable loan or security documents.

Release of County Interest
At the end of the required compliance period, and upon satisfaction of all applicable conditions, the County may release or reconvey its interest in the property in accordance with the recorded documents and applicable law.

Exhibit E

Fair Housing and Accessibility Requirements for Projects Receiving CDBG Funding

This exhibit provides a brief summary of the fair housing and accessibility requirements that may apply to CDBG-funded activities. It is intended as a practical guide for subrecipients and does not replace the statutes, regulations, or technical standards cited below.

Each subrecipient is responsible for determining which requirements apply to its project or program and for ensuring compliance. These requirements should be reviewed early in project planning, including with architects, engineers, property owners, contractors, and program staff, as applicable.

Federal and state accessibility and fair housing requirements may apply to both the physical project and the way a program or service is operated, including communication methods and standards.

Architectural Barriers Act
The Architectural Barriers Act applies to certain buildings and facilities that are designed, constructed, altered, or leased with federal involvement. For CDBG-funded activities, the ABA may apply to covered buildings or facilities that are financed in whole or in part with federal funds. For further information, see 24 CFR Part 40, 41. Additional Oregon statutes may also apply and can be found in ORS Chapters 447 and 456.

Americans with Disabilities Act (ADA)
The ADA prohibits discrimination on the basis of disability in employment, public services, and public accommodations. Depending on the activity, the ADA may apply to the operation of a facility, program accessibility, communication methods, and removal of barriers in existing facilities where required by law. For further information, see 28 CFR Parts 35 and 36.

Section 504
This portion of the Rehabilitation Act applies to programs, services, and activities receiving HUD financial assistance. Subrecipients must ensure that qualified individuals with disabilities are not excluded from participation, denied benefits, or subjected to discrimination because of disability. For further information, see 24 CFR Part 8.

Fair Housing Act
The Fair Housing Act prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and disability. Oregon law adds additional protected classifications including: source of income, marital status, sexual orientation, gender identity and status as a victim of domestic violence. The Fair Housing Act also includes design and construction requirements for covered multifamily housing. For further information regarding federal requirements, see 24 CFR Part 100, and HUD Fair Housing Accessibility guidance. Further information regarding Oregon fair housing can be found in ORS Chapter 659A.

Exhibit F

Section 3 of the Housing and Urban Development Act of 1968 Requirements
(Applicable only when required by the funded activity)

This exhibit provides a brief summary of Section 3 requirements that may apply to CDBG-funded projects. It is intended as a practical guide for subrecipients and does not replace the statutes, regulations, or technical guidance cited below.

Section 3 is intended to ensure that employment, training, contracting, and other economic opportunities generated by certain HUD financial assistance are directed, to the greatest extent feasible, to low- and very low-income persons, especially recipients of government assistance for housing and residents of the community where the funds are spent.

Applicability
For housing and community development financial assistance, Section 3 generally applies to housing rehabilitation, housing construction, and other public construction projects when the total amount of HUD assistance to the project exceeds the applicable threshold. For further information, see 24 CFR 75.3. The current regulatory threshold for housing and community development financial assistance is $300,000.

Subrecipient Responsibility
When Section 3 applies, the subrecipient is responsible for complying with 24 CFR Part 75 and for ensuring that applicable contractors and subcontractors also comply. This includes, as applicable, meeting the contract provision requirements, recordkeeping requirements, and reporting requirements in HUD's Section 3 regulations. For further information, see 24 CFR 75.27, 24 CFR 75.31, and 24 CFR 75.25.

Contract Provisions
When Section 3 applies, the subrecipient must include the required Section 3 contract provisions in applicable contracts and subcontracts and must not take actions that would defeat or evade Section 3 obligations.

Safe Harbor and Documentation
HUD's Section 3 regulations provide benchmarks and a safe harbor framework. Subrecipients should maintain documentation demonstrating how Section 3 applicability was determined, what actions were taken to comply, and what records support any reporting made to the County or HUD. For further information, see 24 CFR 75.23, 24 CFR 75.25, and 24 CFR 75.31.

Additional Guidance
Additional HUD guidance on Section 3 may be issued from time to time. Subrecipients are responsible for following the current requirements applicable to their project.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 28, 2026

Department: Community and Economic Development

Title: CS-5806-24 Amendment 3- DevNW

Management Update/Work Session Date: 9/29/2026 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Brian Smith **Phone:** 503-588-5234

Requested Action:

Approval of Amendment CS-5806-24 Am3 with the DevNW to add $57,500 of Home Investment Partnerships funds to the Home Buyer Assistance (HBA) program. These funds were approved as part of the 2026-2027 CDBG / HOME Annual Action Plan that was approved through a Public Hearing on May, 13, 2026.

Issue, Description & Background:

DevNW has been providing contracted services to support the Home Buyer Assistance Program under contract on behalf of the Marion County CDBG / HOME program since January 1, 2024, through contract # CS-5806-24.

In the 2026-2027 CDBG / HOME Annual Action Plan a total of $384,670 of HOME funding was allocated to the HBA program in addition to the $1,270,184 of HOME funds currently in the HBA program. $57,500 of these funds now need to be amended into the current contract with DevNW to fund the services they provide to support the HBA program.

Financial Impacts:

No significant impact to Marion County as the funds for this grant are provided through a HOME grant to Marion County from the U.S. Department of Housing and Urban Development (HUD) in the amount of $512,819. Sub-awards to the DevNW $57,500.

Impacts to Department & External Agencies:

These funds will continue to support the Home Buyer Assistance program operated under contract DevNW.

List of attachments: CS-5806-24 Am3, CS-5806-24 and Amendments 1 and 2

Presenter: Steve Dickey

Department Head Signature: Kelli Weese

Digitally signed by Kelli Weese
Date: 2026.10.02 15:00:02 -07'00'

Contract Review Sheet

Contract for Services **CS-5806-24 - Am3**

Title: **CDBG Down Payment Assistance Professional Services**

Contractor's Name: **DevNW**

Department: **Community and Economic Development Departi** Contact: **Krista Ulm**

Analyst: **Kathleen George** Phone #: **(503) 373-4447**

Term - Date From: **January 1, 2024** Expires: **December 31, 2027**

Original Contract Amount: **$ 50,000.00** Previous Amendments Amount: **$ 92,500.00**

Current Amendment: **$ 57,500.00** New Contract Total: **$ 200,000.00** Amd% **300%**

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

Source Selection Method: **20-0275 Sole Source** CMS# **1472**

Description of Services or Grant Award

Contractor assists in providing down payment assistance to low-to-moderate income residents in Marion County utilizing Community Development Block Grant funding (CDBG).
Amendments 1 & 2 added funding and extended the agreement.term.

Amendment 3 adds funding and extends agreement term.

Desired BOC Session Date:	**10/28/2026**	Contract should be in DocuSign by:	**10/7/2026**
Agenda Planning Date	**10/15/2026**	Printed packets due in Finance:	**10/13/2026**
Management Update	**10/13/2026**	BOC upload / Board Session email:	**10/14/2026**

BOC Session Presenter(s) **Stephen Dickey** Code: **Y**

REQUIRED APPROVALS

Finance - Contracts	Date	Contract Specialist	Date
Legal Counsel	Date	Chief Administrative Officer	Date

AMENDMENT 3 to CS-5806-24
the CONTRACT FOR SERVICES
between
MARION COUNTY and DEVNW

This is Amendment 3 to the Contract for Services (as amended from time to time, the "Contract"), dated January 1, 2024 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and DevNW, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

1. TERM. This Contract expires on December 31, 2027 ~~December 31, 2026~~.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is $200,000.00 ~~$142,500.00~~.

EXHIBIT A
STATEMENT OF WORK

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is $200,000.00 ~~$142,500.00~~.

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

DEVNW SIGNATURE

Authorized Signature: _____
Date

Title: _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/28/26

Department: District Attorney

Title: 2025-2026 Victims of Crime Act and Criminal Fines Account Non-Competitive Grant Amendment 1

Management Update/Work Session Date: 10/20/26 **Audio/Visual aids** ☐

Time Required: 5 **Contact:** Zugey Luna **Phone:** 503-588-7983

Requested Action: The District Attorney's Office is requesting approval of Amendment 1 to extend the contract amount and term date.

Issue, Description & Background: Amendment 1 is to extend to the existing Victims of Crime Act and Criminal Fines Account grant award through September 30, 2027 and amend the the award amount for FY 26-27 for Victims of Crime Act $432,692 and Criminal Fines Account $199,118. Amendment to accept 2026-2027 Victims of Crime Act & Criminal Fines Account Allocation and Award is due by August 21, 2026.

Financial Impacts: This amendment increases the revenue for FY 26-27 for Victims of Crime Act $432,692 and Criminal Fines Account $199,118.

Impacts to Department & External Agencies: Grant requirements

List of attachments: Contract Review Sheet, BOC form, 2026 Victims of Crime Act and Criminal Fines Account Non-Competitive Grant Amendment 1

Presenter: Pami Guerra

Department Head Signature: Brendan Murphy
Brendan Murphy (Oct 9, 2025 15:24 19 PDT)

Contract Review Sheet

Grant Agreement **DA-6902-25 - Am1**

Title: **2025-2026 Victims of Crime Act and Criminal Fines Account Non-Competitive Grant**

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

Department: **District Attorney's Office** Contact: **Zugey Luna**

Analyst: **Sandra Fixsen** Phone #: **(503) 588-7983**

Term - Date From: **October 1, 2025** Expires: **09/30/2027**

Original Contract Amount: **$ 631,809.61** Previous Amendments Amount: **$ 0.00**

Current Amendment: **$ 631,810.01** New Contract Total: **$ 1,263,619.62** Amd% **100%**

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

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

Description of Services or Grant Award

One-year joint grant includes federal Victims of Crime Act funding and state Criminal Fines Account funding. Both grants support the provision of direct victim services for victims of crime.

Amendment 1 - to extend to the existing Victims of Crime Act and Criminal Fines Account grant award through September 30, 2027, and amend the award amount for FY 26-27 for Victims of Crime Act $432,692 and Criminal Fines Account $199,118.

Desired BOC Session Date:	**10/28/2026**	Contract should be in DocuSign by:	**10/7/2026**
Agenda Planning Date	**10/15/2026**	Printed packets due in Finance:	**10/13/2026**
Management Update	**10/13/2026**	BOC upload / Board Session email:	**10/14/2026**

BOC Session Presenter(s) **Pami Guerra** Code: **Y**

REQUIRED APPROVALS

Sandra L. Fixsen	10/09/2026		10/08/2026
Finance - Contracts	Date	Contract Specialist	Date
Michelle Teed Michelle Teed (Oct 10, 2026 17:32:12 PDT)	10/10/2026	Jan Fritz Jan Fritz (Oct 12, 2026 08:27:20 PDT)	10/12/2026
Legal Counsel	Date	Chief Administrative Officer	Date

DAN RAYFIELD
Attorney General

BENJAMIN GUTMAN
Deputy Attorney General

DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

2025-2026 VOCA AND CFA NON-COMPETITIVE GRANT AWARD COVER SHEET
Amendment No. 1

1. Applicant Agency's Name and Address: Marion County, acting by and through its District Attorney's Office PO Box 14500 Salem, OR 97309-5036 Contact Name: Pami Guerra Telephone: 503-588-5604 E-mail: pjguerra@co.marion.or.us	**2. Special Conditions:** This grant project is approved subject to such conditions or limitations as set forth in the included grant conditions and the original Grant Agreement. **3. Statutory Authority for Grant:** **VOCA:** Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1) **CFA:** ORS 147.227 and OAR 137-078-0000
4. Award Number: VOCA/CFA-2025-MarionCo.DAVAP-00014	**5. Award Date:** October 1, 2025
6. Subrecipient Tax Identification Number: [redacted]	**7. UEI Number:** [redacted]
8. Type of Party Receiving Funds: ☒ Subrecipient ☐ Contractor	**9. Project Period:** October 1, 2025 – September 30, 2027
10. VOCA Category: General Victim Services	**11. Total VOCA Grant Award Amount / Match Amount Required:** $865,384.00/ $0.00 Assistance Listing 16-575 **Match Waiver Approved For:** $216,346.00
12. Federal VOCA Award #s 15POVC-23-GG-00410-ASSI: $ 50,000.00 15POVC-24-GG-00716-ASSI: $173,076.80 15POVC-25-GG-00353-ASSI: $432,691.98 15POVC-26-GG-00240-ASSI: $209,615.22	
13. Indirect Cost Rate: 12.81% FY25-26, and 13.12% FY26-27	**14. Total CFA Grant Award Amount:** **CFA Allocation:** $398,235.62 **Carry Over:** $ 5,168.88 **Total CFA Award:** $403,404.50
15. VOCA Annual Narrative Report Due Dates: October 31, 2026 October 31, 2027	**16. Total Federal Award Amount:** $865,384.00
17. VOCA Semi-Annual Narrative Report Due Dates: April 30, 2026 October 31, 2026 April 30, 2027 October 31, 2027	**18. VOCA and CFA Financial Reports, Common Outcome Measures Report, VOCA PMT Report, and CFA Statistical Report Due Dates:** January 31, 2026 January 31, 2027 April 30, 2026 April 30, 2027 July 20, 2026 July 20, 2027 October 31, 2026 October 31, 2027
This award is contingent upon the Subrecipient agreeing to the terms of award for the grant entitled "2025-2026 VOCA/CFA Non-Competitive Grant Request for Applications for Awards". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.	

Based on this award amendment, including budgets for Year 2 VOCA and CFA funds as required, our program accepts the revised allocation amounts, to include carryover from the 2023-2025 CFA award as follows:

VOCA:	$865,384.00
CFA:	$403,404.50

These additional funds will be disbursed as follows after CVSSD approves the VOCA/CFA Application amendment and the application is placed back in Grant Awarded status in EGrants:

VOCA	Quarterly reimbursement for eligible expenses for the Year 2 period of October 1, 2026 to September 30, 2027.
CFA	Prospective quarterly payments beginning on or after October 1, 2026 for the Year 2 period of October 1, 2026 to September 30, 2027.

SUPPLEMENTAL CONDITIONS:

Reserved

We accept the additional VOCA 2026 Special Conditions included in Exhibit A.

Terms and Conditions of the Amendment Request:

- If accepted by the Department of Justice, Crime Victim and Survivor Services Division, my agency's original agreement, as perhaps previously amended, with the Department of Justice, Crime Victim and Survivor Services Division will be amended to include the above terms.
- Except as requested hereby, all terms and conditions of my agency's original agreement with the Department of Justice, Crime Victim and Survivor Services Division will remain in full force and effect.
- I represent and warrant to the Department of Justice that I am duly authorized to execute this request and to legally amend my agency's agreement with the Department of Justice, Crime Victim and Survivor Services Division.
- I represent and warrant to the Department of Justice that the representations and warranties contained in my agency's original agreement are true and correct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

STATE OF OREGON
Acting by and through its Department of Justice

By: _____
Name: Shannon L. Sivell
Title: Director, Crime Victim and Survivor Services Division
Date: _____

AUTHORIZED AGENT FOR SUBRECIPIENT

By: Jan Fritz
Jan Fritz (Oct 12, 2026 08:27:20 PDT)
Name: Jan Fritz
Title: Chief Administrative Officer
Date: 10/12/2026

APPROVED FOR LEGAL SUFFICIENCY

By: Shannon L. Sivell
Title: Director, Crime Victim and Survivor Services Division
Date: Approved via e-mail on 9/29/2026

EXHIBIT A

2026 VICTIMS OF CRIME ACT SPECIAL CONDITIONS

1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2026)

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at Award Condition: General Appropriations-Law Restrictions on Use of Federal Award Funds (FY 2026) | Office of Justice Programs and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of DOJ CVSSD.

2. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

3. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when

making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

4. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized subrecipient official, all assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in DOJ CVSSD taking appropriate action with respect to the subrecipient and the award. Among other things, DOJ CVSSD may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

5. Effect of failure to address audit issues

The subrecipient understands and agrees that DOJ CVSSD may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") including, without limitation, the provisions regarding termination of 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the subrecipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subrecipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact OJP promptly for clarification.

7. Reporting potential fraud, waste, and abuse, and similar misconduct

The subrecipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

8. Requirements related to "de minimis" indirect cost rate

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10. Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DOJ and DOJ CVSSD in the manner (including within the timeframes) specified in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) which contain certain notice requirements that covered subrecipient must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ CVSSD)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the subrecipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The subrecipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14. Requirement to disclose whether subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15. Employment eligibility verification for hiring under the award

1. The subrecipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the subrecipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring
The subrecipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process
For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify
For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient (or any subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient, any subrecipient at any tier, or
any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination

law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E- VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18. Restrictions and certifications regarding non-disclosure agreements and related matters

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19. OJP Training Guiding Principles

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

20. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold.

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would Simplified Acquisition Threshold)), and are incorporated by reference here.

21. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must

determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify DOJ CVSSD in writing of the potential duplication, and, if so requested by DOJ CVSSD, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subrecipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact DOJ CVSSD for guidance.

23. Potential imposition of additional requirements

The subrecipient agrees to comply with any additional requirements that may be imposed by DOJ CVSSD during the period of performance for this award, if the subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

24. Requirement to report actual or imminent breach of personally identifiable information (PII)

The subrecipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to DOJ CVSSD no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

25. Requirements related to System for Award Management and Universal Identifier Requirements

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first- tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the subrecipient) the unique entity identifier required for SAM registration.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subrecipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a or subrecipient would or might fall within the scope of these prohibitions, the subrecipient is to contact DOJ CVSSD for guidance, and may not proceed without the express prior written approval of DOJ CVSSD.

27. All subawards ("subgrants") must have specific federal authorization

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/ funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered subrecipient must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

29. Discrimination Findings

The subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a subrecipient of victim assistance formula funds under this award, the subrecipient will forward a copy of the findings to DOJ CVSSD and the Office for Civil Rights of OJP.

30. The subrecipient agrees that it will submit (and as necessary, require subgrantees to submit) quarterly financial reports and quarterly performance reports on the performance metrics identified by CVSSD, and in the manner required by CVSSD. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction

31. Subrecipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipient of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of subrecipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

32. The Subrecipient agrees that any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, audio-visual, or other materials), developed under this award, shall contain the following statement: "This product was supported by VOCA Formula funds awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice.

33. The Subrecipient understands and agrees that it has a responsibility to monitor its subrecipients' ("subgrantees") compliance with applicable federal civil rights laws.

Certification: I certify that I have read and reviewed the above assurances and links to referenced Award Conditions and certify that the subrecipient will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

Jan Fritz	Chief Administrative Officer
Print Name of Authorized Official	Title
Jan Fritz Jan Fritz (Oct 12, 2026 08:27:20 PDT)	10/12/2026
Signature of Authorized Official	Date
Zugey Luna	Budget Analyst
Print Name of Fiscal Officer	Title
	10/08/2026
Signature of Fiscal Officer	Date

SIGNATURE PAGE FOR
2025-2026 VOCA AND CFA NON-COMPETITIVE GRANT - DA-6902-25
between
MARION COUNTY and OREGON DEPARTMENT OF JUSTICE

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair _____ Date

Commissioner _____ Date

Commissioner _____ Date

Authorized Signature: Brendan Murphy (Oct 9, 2026 15:34:19 PDT) 10/09/2026
Department Director or designee Date

Authorized Signature: Jan Fritz (Oct 12, 2026 08:27:20 PDT) 10/12/2026
Chief Administrative Officer Date

Reviewed by Signature: Michelle Teed (Oct 10, 2026 17:32:12 PDT) 10/10/2026
Marion County Legal Counsel Date

Reviewed by Signature: Sandra L. Hazen 10/09/2026
Marion County Contracts & Procurement Date

OREGON DEPARTMENT OF JUSTICE SIGNATURE

Authorized Signature: _____
Date

Title: _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/28/2026

Department: District Attorney

Title: Child Support Case Management by PbK

Management Update/Work Session Date: 10/27/26 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Zugey Luna **Phone:** x7983

Requested Action:
Approval of the Sole Source Procurement for PROSECUTORbyKarpel (PbK).

Issue, Description & Background:
The District Attorney's Office currently utilizes PbK in the Criminal Prosecution Division to manage criminal case workflows and reporting. The Child Support Division is aiming to contract with Karpel for the PbK Software and related services. To support rising child support caseloads, the County requires a Child Support Case Management system that integrates directly with the existing PbK system without custom middle-ware, custom API development, or separate vendor databases. By having an efficient system, this will reduce the overall amount of time it takes to review cases using multiple programs that are not linked, thus allowing more time to process new cases and collect more payments.

Financial Impacts:
One time cost of $23,863 and annual fees of $21,000.

Impacts to Department & External Agencies:
None at this time.

List of attachments:
Sole Source Determination, Request for Information for PbK, Brand Name Specification

Presenter:
Brendan Murphy, Tia Bufton, Jacqueline Osborne

Department Head Signature:
BPMurphy
Digitally signed by BPMurphy
Date: 2026.10.14 08:41:36 -07'00'

SOLE SOURCE DETERMINATION

DA1857-26

for

Child Support Case Management by PROSECUTORbyKARPEL

1. PURPOSE

Marion County District Attorney's Office (County) is conducting a Sole Source Procurement pursuant to ORS 279B.075 and MCPCR 20-0275.

If approved, the County intends to award a contract to Karpel Solutions for PROSECUTORbyKARPEL (PbK) The initial term of the Contract is anticipated to be three years with options to renew for additional two years.

2. BACKGROUND

The District Attorney's Office currently relies on the PbK Case Management system for criminal case workflows and reporting. The County has invested substantial resources in configuring PbK, integrating it with internal systems, and training staff.

To support rising child support caseloads, the County requires Child Support Case Management system that integrates directly with the existing PbK system without custom middleware, custom API development, or separate vendor databases.

No other provider offers software compatible with PbK without significant re-development. A non-Karpel solution would impose:

- Duplicative data entry
- Inefficient workflows
- Additional staff training burdens
- Higher long-term system costs

3. REQUIREMENTS

Pursuant to MCPCR 20-0275 The county may award a contract without competition as sole source procurement pursuant to the requirements of ORS 279B.075.

The County must determine that the goods or services, or class of goods or services, are available from only one source. The county's determination of a sole source must be based on written findings that may include:

(a) The efficient utilization of existing goods or services requires the acquisition of compatible goods or services;

(b) The goods or services required for the exchange of software or data with other public or private agencies are available from only one source;

(c) The goods or services are for use in a pilot or an experimental project; or

(d) Other findings that support the conclusion that the goods or services are available from only one source.

4. DETERMINATION AND FINDINGS

A. ORS 279B.075(2)(a)

The efficient utilization of existing goods or services requires the acquisition of compatible goods or services;

The efficient utilization of the County's existing PbK Criminal Case Management system requires acquisition of compatible modules available only from Karpel. No other provider offers a solution compatible with PbK without substantial redevelopment. Using a non-Karpel solution would cause duplicative data entry and major inefficiencies.

B. ORS 279B.075(2)(b)

That the goods or services required to exchange software or data with other public or private agencies are available from only one source;

Karpel is the sole developer and provider of the PROSECUTORbyKarpel suite. Karpel Solutions provides proprietary, hosted software solutions directly to government agencies (District Attorney's Offices).

They use a software-as-a-service (SaaS) model rather than franchising. They do not authorize third parties to resell, franchise, or operate Karpel systems under a branded franchise model.

C. ORS 279B.075(2)(c)

That the goods or services are for use in a pilot or an experimental project; or

N/A

D. ORS 279B.075(2)(d)

Other findings that support the conclusion that the goods or services are available from only one source.

Karpel Solutions develops, maintains, and distributes its software products exclusively through direct provision to government agencies. The company does not franchise, license, or distribute its PROSECUTORbyKarpel system—or any related software or services—through third-party vendors, resellers, or distributors. All implementation, support, hosting, and maintenance services are delivered solely by Karpel. As a result, the County must obtain the software and associated services directly from Karpel Solutions.

Adding the ProsecutorbyKarpel system for the Child Support Division is advantageous and provides integration benefits such as:

- Single Case Record using the same platform for easy access to criminal history and child support case information.
- Streamlined Workflow with tools (task reminders, calendar events, etc.) already in place for criminal cases.

i Request for Information

Request for Information DA1857-26 was issued on September 28, 2026, with a response due date of October 5, 2026, providing the public the opportunity to provide information regarding the availability of PROSECUTORbyKARPEL (PbK) through a provider other than Karpel. No responses were received as a result of this posting.

ii Brand Name Specification

A Brand Name Specification was completed and included with the Request for Information to demonstrate the findings that only Karpel Solutions will meet the needs of the District Attorney's Office.

5. REVIEW AND APPROVAL

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____

Chair Date

_____

Commissioner Date

_____

Commissioner Date

REQUEST FOR INFORMATION

DA1857-26

for

Child Support Case Management by PROSECUTORbyKARPEL

Release Date: **September 28, 2026**

Response Due Date: **October 5, 2026, 2PM Pacific Time**

Submit questions and responses via the Marion County Procurement Collaboration Portal

https://contracts-marioncountygcc.msappproxy.net/gateway/

Instructions are listed in Section 7

Electronic copies of this RFI and attachments, if any, can be obtained from the Marion County Procurement Collaboration Portal at the URL listed above

1. INTRODUCTION

Marion County District Attorney's Office (County) intends to award a Sole-Source contract to Karpel for **PROSECUTORbyKARPEL (PbK)** software services for its Child Support Division, and other Divisions as needed in the future.

The County is required to demonstrate that these services are available from only one source. The County is seeking information from individuals, firms, teams, or consultants, with knowledge and experience related to this request.

2. BACKGROUND

Located in the heart of the Mid-Willamette Valley, Marion County has a population of 347,818, stretches from the Willamette River to the Cascade Mountains, and encompasses nearly 1,200 square miles. Marion County has 20 cities, including Oregon's capital, Salem. The Marion County government organization is headed by an elected Board of Commissioners and has 15 departments, seven of which are headed by elected officials.

The District Attorney's Office currently utilizes PbK in the Criminal Prosecution Division to manage criminal case workflows and reporting.

The County has invested significant resources configuring PbK, integrating it with internal systems, and training staff. To support increasing child support caseloads, the County seeks software services for its Child Support Division that directly integrates with PbK without requiring custom middleware or costly custom API's between separate vendor databases.

3. PURPOSE

This RFI is being issued to ensure that the services described in Section 2 are only available from one source, as stated in Section 1. If the responses or lack of responses from this RFI confirm these services are only available from one source, a Sole Source Contract & Purchase Order will be awarded in accordance with MCPCR 20-0275 and ORS 279B.075.

4. SPECIFICATIONS

The County seeks PbK software services for its Child Support Division, and all integration, maintenance, and support required to ensure seamless functionality within the District Attorney's Office.

5. FINDINGS

A. Karpel is the sole developer and provider of the PROSECUTORbyKarpel suite. Karpel provides proprietary, hosted software solutions directly to government agencies (District Attorney's Offices).

They use a software-as-a-service (SaaS) model rather than franchising. They do not authorize third parties to resell, franchise, or operate Karpel systems under a branded franchise model.

All implementation, support, maintenance, and hosting is handled directly by Karpel.

AND

B. Pursuant to MCPCR 20-0275(2)(a): Compatibility. Provide findings supporting your determination that the efficient utilization of existing goods requires the acquisition of compatible goods or services from only one source.

The efficient utilization of the County's existing PbK Criminal Case Management system requires acquisition of compatible modules available only from Karpel. No other provider offers a solution compatible with PbK without substantial redevelopment. Using a non-Karpel solution would cause duplicative data entry and major inefficiencies.

C. Pursuant to MCPCR 20-0275(2)(b): The goods or services required for the exchange of software or data with other public or private agencies are available from only one source.

Karpel Solutions develops, maintains, and distributes its software products exclusively through direct provision to government agencies. The company does not franchise, license,

or distribute its PROSECUTORbyKarpel system—or any related software or services—through third-party vendors, resellers, or distributors. All implementation, support, hosting, and maintenance services are delivered solely by Karpel. As a result, the County must obtain the software and associated services directly from Karpel Solutions.

D. Pursuant to MCPCR 20-0275(2)(d): Other findings that support the conclusion that the goods or services are available from only one source.

Adding the ProsecutorbyKarpel system for the Child Support Division is advantageous and provides integration benefits such as:

- Single Case Record using the same platform for easy access to criminal history and child support case information.
- Streamlined Workflow with tools (task reminders, calendar events, etc.) already in place for criminal cases.

E. Consistent Data Exchange from existing integrations between Karpel's criminal system and court systems or law enforcement; those same data-sharing pathways can support child support case requirements.

- Shared reporting tools to produce combined operational or performance reports

F. Unified User Management (login, permissions, audit controls, etc.) for staff who work in child support:

- Reduced technical complexity when modules live within Karpel's hosted SaaS environment helps avoid managing multiple vendor relationships, separate systems, or duplicate maintenance schedules. Updates and support come through a single source.

6. REQUEST

Respondents are invited to submit a response if they can provide the services described in Section 2.

7. RESPONSE INSTRUCTIONS

A. Log Into the Procurement Collaboration Portal

i Go to the Marion County Procurement Collaboration Portal which can be found at: https://contracts-marioncountygcc.msappproxy.net/gateway/

ii Sign In or Create an Account

iii Creating an account MUST be completed 15-30 minutes before files will be able to be submitted through the portal.

B. Solicitations Tab

i At the top of the page, hover over Solicitations

ii Select Search All Solicitations

iii Click View next to the applicable solicitation

C. Opportunity Details

i ***Viewing Documents*** – Scroll down the page to the Files, Documents, Images section, Public Files: subsection. Here you will find all of the relevant files.

ii ***Submitting a Question*** – If you would like to submit a question, scroll down the page to the Questions & Answers section. Type your question in the My Questions/Answers text box and click the Ask Question box.

iii ***Register as Respondent*** - If you are interested in responding to the posting, click the button Register as Respondent on the left side of the screen.

iv ***Submitting Documents*** – If you would like to submit a response to this posting, scroll down the page to the Files, Documents, Images section, My Files: subsection. Here you will Select a file, select a File Category, and type a description before clicking the Save File button.

v ***Response Status*** – Once you have registered as a respondent and submitted documents, scroll to the bottom of the page to the Response Status section and select the appropriate status for your submission, then click Submit.

8. PUBLIC RECORDS

Respondents should be aware that any records they submit to the County shall become the property of the County and a public record, subject to public disclosure as provided under Oregon's Public Records Law.

If it is necessary to submit trade secrets or other confidential information in order to comply with the terms and conditions of this RFI, Responders shall label any information that it wishes to protect from disclosure to third parties as a trade secret under ORS 192.501(2) with the following: "This material constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law." Each page containing the trade secret or other confidential information must be so marked.

The County shall take reasonable measures to hold in confidence all such labeled information but shall not be liable for release of any information when required by law or court order to do so,

whether pursuant to the Oregon Public Records Law or otherwise and shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

In submitting a response, each respondent agrees that the County may; (a) reveal any trade secret or other confidential materials contained in the proposal to County staff and to any outside consultant or third party who is hired by the County and (b) post the response on the County's intranet for purposes related to its evaluation. Furthermore, each proposer agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the respondent has designated as a trade secret and/or as confidential information. Any respondent that designates its entire response as a trade secret may be disqualified.

9. DISCLAIMER

This RFI is issued solely for determining findings to support a Sole Source award; it does not constitute a solicitation. There will not be an evaluation or scoring of the material submitted. No information received in response to this RFI will be returned. Responses to this notice are not an offer and cannot be accepted by the County to form a binding contract. Respondents will not necessarily be notified the result of this RFI, or future solicitation opportunities.

BRAND NAME SPECIFICATION

for

DA1857-26

Child Support Case Management by PROSECUTORbyKARPEL

Marion County District Attorney's Office (County) is seeking a procurement method that includes a Brand Name Specification pursuant to ORS 279B.215(2).

The County intends to award a Sole-Source contract to **Karpel Solutions** for **PROSECUTORbyKARPEL (PbK)** software services for its Child Support Division, and other Divisions as needed in the future. The County must demonstrate that these services are available from only one source.

This Brand Name Specification provides documentation supporting that determination.

1. REQUIREMENTS

ORS 279B.215(2) A brand name specification may be prepared and used only if the contracting agency determines for a solicitation or a class of solicitations that only the identified brand name specification will meet the needs of the contracting agency based on one or more of the following written determinations:

(a) That use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts;

(b) That use of a brand name specification would result in substantial cost savings to the contracting agency;

(c) That there is only one manufacturer or seller of the product of the quality, performance or functionality required; or

(d) That efficient utilization of existing goods requires the acquisition of compatible goods or services.

2. DETERMINATION AND FINDINGS

A. ORS 279B.215(2)(a)

That use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts;

i N/A

B. ORS 279B.215(2)(b)

That use of a brand name specification would result in substantial cost savings to the contracting agency;

i The District Attorney's Office currently relies on the PbK Case Management system for criminal case workflows and reporting. The County has invested substantial resources in configuring PbK, integrating it with internal systems, and training staff.

ii To support rising child support caseloads, the County requires Child Support Case Management system that integrates directly with the existing PbK system without custom middleware, custom API development, or separate vendor databases.

iii No other provider offers software compatible with PbK without significant re-development. A non-Karpel solution would impose:

- Duplicative data entry
- Inefficient workflows
- Additional staff training burdens
- Higher long-term system costs

C. ORS 279B.215(2)(c)

That there is only one manufacturer or seller of the product of the quality, performance or functionality required; or

i This specification identifies Karpel Solutions as the *sole provider* capable of delivering child support case management functions compatible with the County's current PbK environment. These findings are required under MCPCR 20-0275 and ORS 279B.075 to justify a Sole Source procurement.

ii The County seeks:

- Prosecutor by Karpel's Case Management system for the Child Support Division, fully integratable with the existing PbK system
- System configuration and implementation
- Ongoing maintenance, hosting, and technical support
- Seamless exchange of data between criminal and child support case management components

- Continued use of the PbK SaaS environment without reliance on third-party vendors

iii Karpel Solutions is the exclusive developer of the PROSECUTORbyKarpel.
- PbK is delivered through a Software as a Service (SaaS) model.
- Karpel does not authorize resellers, franchisees, or third parties to distribute or operate PbK systems.
- All implementation, hosting, maintenance, and support are provided solely by Karpel.

D. ORS 279B.215(2)(d)

That efficient utilization of existing goods requires the acquisition of compatible goods or services.

i The County's existing PbK Case Management system requires modules that are:
- Developed by Karpel
- Fully integrated within PbK's hosted SaaS environment
- Compatible with established workflows and integrations

ii Karpel exclusively develops and distributes PbK products directly to government agencies. Because Karpel does not license or distribute its software through third parties, only Karpel can provide:
- Integration with existing court and law-enforcement data pathways
- Consistent data exchange - functionality wise
- Secure hosting and maintenance within the proprietary PbK environment

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/28/2026

Department: Human Resources

Title: Consider Ratification of the Oregon Nurses Association (ONA) Collective Bargaining Agreement (CBA) for 2026-2028

Management Update/Work Session Date: N/A **Audio/Visual aids** ☐

Time Required: 15 minutes **Contact:** Salvador LLerenas, CHRO **Phone:** 503-589-3298

Requested Action: Consider Ratification of the new Oregon Nurses Association (ONA) Collective Bargaining Agreement (CBA), which will be effective July 1, 2026 through June 30, 2028.

Issue, Description & Background: A tentative agreement was reached over the Oregon Nurses Association (ONA) Collective Bargaining Agreement (CBA) on October 2, 2026. The Association ratified this new CBA on the same date.

Financial Impacts: (See attached for details)

Impacts to Department & External Agencies: If the ONA CBA is ratified, this will impact multiple funds including General Fund.

List of attachments: ONA CBA 2026-2028

Presenter: Salvador LLerenas, Chief Human Resources Officer

Department Head Signature: [signature] 10/13/24

Financial Impacts
Marion County Oregon Nurses Association (ONA) Collective Bargaining Agreement (CBA) for 2026-2028

(Approximate Costs)

Health Insurance Contributions for CY 2026, CY 2027 and CY 2028:

- $1,896 ($50 increase) effective 10/1/26 and for the remainder of CY 2026;
- $2,100 ($204 increase) in CY 2027; and
- $2,250 ($150 increase) in CY 2028
- Two-year cost is approximately $80,064

COLAs for FY 26-27 and FY 27-28:

- 2% effective 9/13/26; and
- 2% effective 7/1/27
- Two-year cost is approximately $72,064

Shift and Weekend Differential:

- Effective 9/13/26, differential increased from $1.00 to $2.00
- Two-year cost is approximately $10,085

Vacation Leave:

- Effective 9/13/26, increase accumulations by 3-4 days/year
- Two-year cost is approximately $39,792

Personal Days:

- Increase from 1 day to 2 days
- Two-year cost is approximately $14,565

Total: Approximately $216,570

PERS: $43,311

Grand Total: Approximately $259,881

8/27/26 CC

Collective Bargaining Agreement

between the

Oregon Nurses Association

and

Marion County, Oregon

July 1, ~~2024~~ 2026 - June 30, ~~2026~~ 2028

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PREAMBLE

This agreement is entered into by Marion County, Oregon, hereinafter referred to as the “County" and Oregon Nurses Association, hereinafter referred to as the "Association." Unless indicated otherwise, references to the "Employer," "Board," or "County" herein shall mean the board of commissioners~~,~~ and/or the ~~health administrator~~Department Head. ~~(The term "department head" shall also mean the health administrator.)~~

The purpose of the agreement is to set forth those agreed to matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes. The retention of experienced and qualified nurses enhances the team and service delivery and is a shared value.

The parties agree as follows:

ARTICLE 1 – ASSOCIATION RECOGNITION

The employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for employees in ~~the Health and Human Services Department~~Unit 4 working in classifications for which an RN license is required, excluding confidential and supervisory employees.

ARTICLE 2 – MANAGEMENT'S RIGHTS

Except as may be specifically modified or expressly limited by the terms of this agreement, the employer retains all the customary, usual and exclusive rights, decision making, management prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the County or any part thereof. It is also recognized that the responsibilities and authorities of management are exclusively functions to be exercised by the employer in a uniform and equitable manner.

Without limitation, the exclusive management's rights retained by the County shall include, but are not limited to, the following:

1. The determination of the governmental services to be rendered to the citizens of Marion County.

2. The determination of the Employer's financial, budgetary, accounting, and organization policies and procedures.

3. The right to reasonably establish, amend, and administer separate personnel and employee benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this agreement.

4. The management and direction of the work force, including the right to determine the methods, processes and manner of performing work; establishment of new positions and the determination of the duties and qualifications to be assigned or required; the right to hire, promote, demote, transfer and retain employees; the right to discipline, demote, and terminate employees for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the department or divisions; the right to determine shifts, assignments and schedules of work; the right to purchase, dispose or assign equipment or supplies; the right to contract or subcontract any work; the right to adopt, enforce, and revise reasonable safety and employee conduct rules, regulations and procedures; and the right to take all reasonable necessary action to carry out its mission.

This article shall not preclude the Association and the Employer from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties, or (2) negotiating during the open negotiation period before termination as provided in Article 24.

ARTICLE 3 – ASSOCIATION SECURITY

Dues will continue to be deducted until the employee rescinds the request in writing pursuant to applicable law. Copies of all such requests for membership cancellation shall be transmitted to the Association.

The authorization for dues deduction is not terminated when an employee is placed on any type leave, disciplinary removal or layoff status. The County shall deduct Association dues commencing with the first paycheck following the employee's return to paid status.

The County agrees to provide at no cost to the Association monthly dues deduction. The Association shall hold the County harmless in making said payment to the Association.

The County will provide to the Association semi-annually a complete list of bargaining unit nurses including names, addresses, phone numbers, work email addresses, employee number, department, FTE, step, and dates of hire. This list shall be provided in February and September of each year, no later than the fifteenth (15^{th}) of the month. The Association shall indemnify and save the County harmless against any and all claims, damages, suits or other forms of liability, which may arise out of the County previously providing the Association the Social Security numbers.

The County will once monthly provide to the Association an updated listing of newly hired nurses with the above information and the names of nurses who have terminated or changed status.

ARTICLE 4 – HOURS OF WORK

Section 1. Normal Hours of Operation. Normal hours of operation for Marion County Health and Human Services Department are 0800 to 1700, Monday through Friday. Operational hours outside of 0800 to 1700, Monday through Friday, may occur based upon service need.

Section 2. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

Section 3. RN Basic Schedule. An RN Basic Schedule is defined as assigned hours or days the RN regularly works within the Health and Human Services Department's normal hours of operation. Eight (8) hours of work shall constitute an employee's assigned shift under an RN Basic Schedule.

Section 4. RN Alternative Schedule. An RN Alternative Schedule is defined as assigned hours or days the RN regularly works outside of the Health and Human Services Department's normal hours of operation. During the term of this agreement, the County reserves the option of establishing a ten (10)-hour, four (4)-day workweek, which may be instituted provided the employees affected are given fifteen (15) calendar days' advance notice. An employee may request an alternative schedule under the provisions of Section 6 of this Article. Employees working alternative schedules will have a signed agreement accepting such alternative schedule.

Section 5. Flexing. Flexing is defined as a temporary modification of a basic or alternative schedule within a regularly scheduled workweek.

By mutual agreement, the County may allow employees to modify their normal work hours within the workweek on an intermittent, temporary basis to make up for time lost, compatible with the operating needs of the County. Daily overtime will be waived to accommodate these requests.

Section 6. Workweek. The regular workweek for full-time employees shall normally consist of five (5) consecutive days, Monday through Friday, except that the workweek may be adjusted to accommodate occasional weekend and/or evening hours to meet operating requirements of the department as determined by the department head. No guarantee of work is implied by this section.

Employees may be permitted to work alternative schedules, subject to client service need, departmental operations, and approval of the supervisor. All alternative work schedules must be approved in advance. An employee or group of employees of the County may request an alternative work schedule by submitting a request in writing to the immediate supervisor. No reasonable request shall be denied. If a request is denied, the immediate supervisor will include a legitimate operational need preventing the approval of the proposed schedule.

Section 7. Workday. Employees shall be scheduled to work on a basic or alternative work schedule, and each shift shall have regular starting and quitting times. Ongoing changes in an employee's shift starting and quitting times shall require fifteen (15) calendar days advance notice, except in urgent/emergent work situations requiring nursing coverage. Nothing in this section shall restrict an employee and the County from modifying the work schedule, when necessary, with less than fifteen (15) calendar days' notice when the parties mutually agree to the change.

Section 8. Rest Periods. A rest period of fifteen (15) minutes shall be permitted for all employees for each full half work shift. Such rest periods shall normally be on a scheduled basis so that activities of the department shall be staffed at all times. Employees who are having difficulty scheduling a rest period should meet with their supervisor to schedule an appropriate break time.

Section 9. Meal Periods. Employees shall be granted a lunch period, without pay, of not less than thirty (30) minutes nor more than one hour during each work shift according to present practice. Whenever possible, lunch periods shall be scheduled in the middle of the shift.

Section 10. Temporary Interruption of Employment. Any temporary interruption of employment because of adverse weather conditions, shortage of supplies, or other unexpected or unusual reasons, which does not exceed ten (10) days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment may, at the employee's option, be charged to accrued vacation leave, compensatory time, personal leave day, or may be recorded as leave without pay.

ARTICLE 5 – JOB PLACEMENT AND LAYOFF

Section 1. Definition. Seniority is defined as time spent in continuous service with the County. Time spent as a temporary employee shall not count towards seniority.

Section 2. Filling of Vacancies.

A. Vacancies, which are to be filled, shall be posted on the County website and sent by electronic mail to all County employees at least five (5) working days prior to closing.

B. Employees desiring the posted position shall submit an online application to human resources via the County website.

C. Any employee, who makes application, shall be placed on any interview list providing the employee meets the requirements.

D. Any employee, who interviews for a vacant position and who requests in writing the reasons for non-selection, shall receive, from the appointing authority, a written response within ten (10) working days of receipt of the request.

E. The County agrees to review recruitment procedures with the Association and modify them, if necessary, to improve the opportunities for employees to be considered for internal appointment and/or promotions, including the opportunity to be interviewed.

F. Part-time and temporary employees may apply for full-time, regular positions on the County's internal recruitments.

Section 3. Layoff/Reductions in Workforce.

A. A layoff is defined as:
(1) An involuntary separation from County service,
(2) An involuntary reduction in hours to lower than fifty percent (50%) because of a lack of work, lack of funds or abolishment of the position,
(3) The elimination of a less than fifty percent (50%) position entirely.

The affected employee(s) and the Association shall be given written notice of a pending layoff at least fifteen (15) days before the effective date, stating the reasons for the layoff. The parties will meet thirty (30) days prior to a layoff to discuss possible alternatives to the layoff.

B. Reductions in workforce will occur in the following order:

(1) Volunteers for layoff
(2) Temporary employees
(3) Probationary employees
(4) Regular employees in inverse order of seniority within the affected classification

C. For purposes of layoff, full-time and part-time positions are treated together. Notice of layoff will be given to the employee whose position is affected. An employee subject to layoff may displace an employee with the least seniority in the same classification if the employee:

(1) Meets the minimum requirements for the job classification, and
(2) Is able to perform the work in the position being bumped into without extensive training in a service specific essential job skill. Orientation will be provided to the nurse for the new position.

Extensive is defined as training requirements sufficient to legitimately deny bumping such as a certification or formal recognition of a service specific essential job skill the absence of which would prevent the nurse from performing that service.

D. The least senior nurse in the classification where the layoff took place, who has bumped, may also bump the employee with the least seniority in the next lower classification if the employee:
(1) Has more seniority than the nurse to be bumped, and
(2) Meets the minimum requirements for that classification, and
(3) Is able to perform the work in the position being bumped into without extensive training in a service specific essential job skill. Orientation will be provided to the nurse in the new position.

Nurses who receive layoff notice will notify the County of their intent to exercise bumping rights within three (3) business days after receipt of the layoff notice.

Section 4. Seniority.

A. Seniority – One (1) point per continuous month of County service.

B. Seniority shall be computed from the continuous service date into County regular service.

C. In the event that two (2) persons have the same seniority, then the date of employment with the County shall be used to determine the order of layoff with the latest employees laid off first. If a tie still exists after reviewing the dates of employment, the department head shall determine the order of layoff.

Section 5. Recall Rights. A nurse having been laid off shall have recall rights for the same or lesser classification within the job family for a period of one (1) year [both part-time and full-time positions] as long as the nurse is able to perform the work in the position without extensive training.

Section 6. Trial Service Extension. New nurses shall serve a trial service period of at least six (6) continuous months. The trial service period may be extended with the agreement of the appointing authority, the employee and an Oregon Nurses Association representative for a period not to exceed three (3) additional continuous months.

ARTICLE 6 – HOLIDAYS

Section 1. Observed Holidays. The following days will be observed as paid holidays for all full and regular part-time employees:

New Year's Day – January 1st
Martin Luther King, Jr. Birthday – 3rd Monday in January
Presidents' Day – 3rd Monday in February
Memorial Day – Last Monday in May
Juneteenth – June 19th
Independence Day – July 4th
Labor Day – 1st Monday in September
Veterans Day – November 11th
Thanksgiving Day – 4th Thursday in November
~~Friday After Thanksgiving – 4th Friday in November~~
Christmas Day – December 25th

And any other day designated as a legal holiday by either the Governor of Oregon or President of the United States. A one (1)-time observance or memorial holiday must be declared and/or approved by the Board of Commissioners of Marion County to qualify under this provision as a legal holiday.

Section 2. Weekend Holidays.

Employees whose normal workweek is Monday through Friday:

Whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday. Employees working on an irregular workweek shall receive the same number of holidays as employees working the regular Monday through Friday workweek. Holidays, which occur during paid vacation or sick leave with pay, shall not be charged against such leave.

Employees whose normal workweek is other than Monday through Friday:

Whenever a holiday falls on an employee's non-workday, the employee may observe the holiday on any day within the same week; the day of observation will be set with supervisor approval. When a holiday falls on a Monday or Friday giving the majority of County employees a three (3)-day weekend, employees whose days off are other than Saturday or Sunday may, with supervisory approval, choose to take the day preceding or the day after their weekend off as a holiday in lieu of taking the actual holiday, thus giving them a three (3)-day weekend.

Section 3. Holiday Pay. If an employee is required to perform work on holidays which fall within the employee's workweek, the employee shall be compensated in pay at the rate of time and one-half (1 ½)

for all hours worked on the holiday in addition to the normal rate of pay (holiday compensation) for the number of hours the employee would be compensated if the holiday was taken as time off. Compensation for holidays will be provided to regular part-time employees whose budgeted full time equivalent (FTE) is equal to or greater than 0.5 (50%) for County personnel, and such compensation shall be based on the same proportion.

ARTICLE 7 – VACATION LEAVE

Section 1. Vacation Accumulation. After having served in the County service for six (6) consecutive full months, full-time employees shall have access to accrued vacation leave. Vacation leave shall be credited as follows:

	Days Per Year	Hours Per Pay Period
WORK HOURS PER WEEK	40	40
Day one through 3rd year of continuous service	~~13~~17	~~4.000~~5.231
After third (3rd) year of continuous service through fifth (5th) year	~~14~~18	~~4.308~~5.538
After fifth (5th) year of continuous service through tenth (10th) year	~~16~~19	~~4.924~~5.846
After tenth (10th) year of continuous service through fifteenth (15th) year	~~18~~22	~~5.539~~6.769
After fifteenth (15th) year of continuous service through twentieth (20th) year	~~21~~24	~~6.462~~7.385
After twentieth (20th) year of continuous service	~~24~~27	~~7.385~~8.308

Section 2. Continuous Service. Continuous service (for the purpose of determining eligibility for accelerated vacation accumulation rates) shall be service unbroken by separation from the County service, except that time spent by an employee on military leave, on an authorized leave of absence with pay, or on a leave without pay resulting from a compensable workers' compensation claim shall be included as continuous service. Time spent on other types of authorized leave will not count as part of continuous service except employees returning from such leave, or employees who were laid off shall be entitled to credit for service prior to the leave. For the purposes of this article, except as noted above, any month in which an employee has more than ten (10) working days of leave without pay shall be considered as a non-continuous month for the purpose of determining credits.

Section 3. Part-Time Employees. Vacation leave shall be earned by each regular, part-time employee whose budgeted FTE is equal to or greater than 0.5 (50%). Vacation leave shall accrue in an amount proportionate to that which would be accrued under regular, full-time employment (1.0 FTE).

Section 4. Scheduling Vacations. Employees shall be permitted to choose either split or entire vacation periods. Whenever practicable and consistent with the needs of the County and the availability of vacation relief, employees shall have the right to select vacation times. Seniority shall prevail in the event of conflict between employees over choice of vacation days, but each employee shall be permitted to exercise their right of seniority only every other year.

The County shall notify employees within two (2) weeks of such request, provided employees request time off at least four (4) weeks prior to the beginning of the desired time off, as to whether or not such requests will be granted and, in the event such requests are not granted, the reasons for failure to grant them.

Section 5. Accumulation of Vacation Credits. Employees shall not accumulate vacation leave in excess of two hundred and fifty (250) hours. In addition, in the last year of employment, prior to retirement, the employee will be able to cash in up to fifty (50) hours of vacation. The employee will be responsible to notify the employer in writing of their intent to retire to exercise this provision. This is a one-time option. Any employee who reaches the maximum vacation accumulation shall be so notified by the appointing authority and such employee may, by notifying their appointing authority five (5) working days in advance, absent themself to prevent loss of this time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay. Any employee, who is granted a leave of absence without pay, shall first be scheduled for any vacation leave and/or compensatory time, which have accrued to their credit before they commence leave without pay.

Section 6. Transfer Credits and Terminal Vacation Pay.

A. When an employee is transferred to or appointed to another department of the County, their vacation credit shall be assumed by the new department.

B. An employee, who terminates during the initial six (6) months of their employment shall not be entitled to cash compensation in lieu of vacation leave. If the employee has served six (6) full calendar months and is separated from the County service, the employee shall be entitled to cash compensation at the appropriate hourly rate set forth in the conversion table included in the County compensation plan for accrued vacation leave. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

Section 7. Vacation Cash Out. If an employee has accumulated at least three (3) weeks of vacation leave, the employee may choose to cash out one (1) week of vacation. This option is limited to one (1) occurrence per fiscal year.

Section 8. Compensation Credits. Each employee shall receive two (2) normal workweeks of vacation, to be taken as leave with pay or pay at the employee's option. The employee shall receive compensation for normal workweeks at the employee's regular hourly rate of pay. The employee must exercise this option within each fiscal year. Computations will be based on the employee's rate of pay at the time of the request. This benefit will not be available to any person who has not been employed by the County for at least one year unless the person has completed their trial service period of employment prior to the end of the fiscal year.

If an eligible employee elects to receive the credits as pay, it must be paid in increments equal to one workweek. No partial pay (less than one workweek) is allowed. If an eligible employee elects to receive the credits as vacation, it may be scheduled one (1) day at a time or as regularly scheduled hours for that day, subject to the approval of the department head. This benefit is to be used by the employee based on

the individual's employment status as of July 1 of each fiscal year. If the employee completes their trial service period prior to the end of the fiscal year, the benefit will be prorated for that period between the employee's continuous service date and the end of the County's fiscal year.

Employees hired on or after July 1, 2008, will not receive compensation credits. In lieu of receiving compensation credits, new employees will receive a higher rate of pay generated by rolling the value of the compensation credits (3.84%) into the base rate of pay.

Section 9. Opting Out of Compensation Credits. Employees hired before July 1, 2008, may make a one-time permanent election to opt-out of compensation credits provided in Article 7, Section 7 in return for the higher salary provided for in Section 7. Once enrolled in this program, this is a permanent decision and an employee may not return to receiving compensation credits and pay at the lower salary schedule.

ARTICLE 8 – SICK LEAVE

Section 1. The County will follow any and all Oregon State sick time laws and regulations. The benefits provided in this article shall run concurrently with the County's statutory and regulatory obligations.

Section 2. Accumulation. Sick leave shall be earned by each employee in a regular, full-time position at the rate of three point six nine three (3.693) hours per pay period and may be accumulated without limit. Sick leave shall be earned by each part-time employee whose budgeted full time equivalent (FTE) is equal to or greater than 0.5 (50%). Such sick leave accrual will be proportional based on the employee's FTE and may be accumulated without limit. Sick leave shall not accrue if the employee is in leave without pay status the entire pay period. When an employee is transferred or appointed to another department of the County, sick leave credit shall be assumed by the new appointing power.

Section 3. Utilization. Employees may utilize their earned sick leave accruals when unable to perform their work duties for any reason protected under Oregon or Federal law. The County's Protected Leave Policy will at all times comply with Oregon and Federal law and include a full explanation of the qualifying events for use of sick leave. An up-to-date version of the policy is available at www.co.marion.or.us/BOC/Pages/policies.aspx under the Human Resources header. Sick leave time exceeding five (5) workdays will require evidence that the employee was under a doctor's care or that the leave was otherwise protected. If an employee exhibits a pattern of repetitive sick leave utilization, the appointing authority may require certification of a physician or practitioner to substantiate that an illness or injury of less than five (5) consecutive workdays prevents the employee from working.

A sick leave request may be disallowed by the employer if just cause exists to show that the employee is not using sick leave in compliance with this section.

Section 4. Required Physician Examination. Should an employee be required by the County to undergo a physical examination, the County shall bear the expense of such examination.

Section 5. Family. The definition of family member will be as defined by the appropriate Oregon and/or Federal law protecting the leave use. The County's Protected Leave Policy will at all times comply with Oregon and Federal law and include relevant definitions of family. An up-to-date version of the policy is available at www.co.marion.or.us/BOC/Pages/policies.aspx under the Human Resources header.

Section 6. Sick Leave Without Pay. Upon application of an employee and recommendation of the department head, the health administrator may authorize sick leave without pay not to exceed one year's duration. Sick leave without pay shall not be granted until all earned sick leave has been exhausted. From time to time, the appointing power may require that the employee submit a certificate from the attending physician or practitioner. In the event of a failure or refusal to supply such certificate or if the certificate

does not clearly show sufficient disability to preclude the employee from performance of duties, such sick leave shall be canceled and the employee may be disciplined or dismissed.

In the event the employee applies for any leave under the provisions of the federal Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), any leave granted under the provisions of this section shall be counted against leave granted under those laws. FMLA leave also counts as OFLA leave and reduces benefits simultaneously, as specified by law.

Section 7. Notification. Any employee, who is ill and unable to report to work, shall make a reasonable effort to notify their immediate supervisor at least thirty (30) minutes prior to their reporting time. In case of a continuing illness, the employee shall keep their immediate supervisor advised of their inability to report to work.

Section 8. Separation. No compensation for accrued sick leave shall be allowed for any employee when they separate from County service.

Section 9. Leave Credit Following Reemployment or Reinstatement. An employee, who is reemployed following a hearing, layoff, or an expiration of leave without pay, shall have sick leave credits accrued during the previous employment restored. An employee, who is reinstated within a 12-month period after voluntary separation, may have up to one-half (1/2) of their previously accumulated sick leave credits restored as determined by the County.

Section 10. Sick Leave Conversion. Regular, full-time employees who have accumulated at least one hundred ten (110) hours of sick leave may convert a minimum of twenty-four (24) hours to three (3) personal days. If the employee is working an alternative 4/10's schedule the conversion shall be calculated at thirty (30) hours of sick leave to three (3) personal days. The converted hours cannot be cashed out and will not be paid out upon termination of employment. Employees are allowed to exercise this sick leave conversion option only once per calendar year, during the life of this agreement as long as they continue to meet the schedule and accumulation requirements at the time of each request. Personal days are to be taken during the calendar year in which they were converted and may not be carried forward into the following year. The personal days shall be scheduled in accordance with Article 7, Section 4, Scheduling Vacations.

ARTICLE 9 – OTHER LEAVES

Section 1. Other Leaves of Absence with Pay. An employee holding a position in the County service shall be granted a leave of absence with pay for:

A. Service with a jury;

B. A job-related appearance before a court, legislative committee or judicial or quasi-judicial body, as a witness in response to a job-related subpoena or other direction by proper authority;

C. Attendance in court in connection with an employee's officially assigned duties, including the time required going to the court and returning to their headquarters; or

D. Other authorized duties in connection with County business.

Employees, who are excused from jury service or court appearance before the end of their workday, shall immediately report their availability for assignment to their supervisor. All jury and witness fees, except mileage and meals received by the employee, shall be turned over to the County.

Section 2. Other Leaves of Absence without Pay. In instances where the work will not be seriously impeded by the temporary absence of an employee, the governing body, upon the recommendation of the department head, may authorize a leave without pay of appropriate duration. Request for such leave must be in writing and must establish reasonable justification for approval of the request. An employee on such authorized leave of absence shall not be considered to be on the payroll of the employer, for payroll purposes only, during the period of the leave. Such leave will not be approved for an employee who is accepting employment outside the County service. Except for educational leave of three (3) months or less duration, any employee who is granted a leave of absence without pay shall first be scheduled for any vacation leave that has accrued to their credit before they are placed on leave without pay.

Section 3. Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes.

Section 4. Failure to Return from Leave. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the employer, and their position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of their leave of absence, has furnished evidence that they are unable to return to work by reason of sickness, physical disability or other legitimate reasons beyond their control. For reasons of sickness or physical disability, such leave requests shall be reviewed under Article 8, Section 5. For reasons not related to medical issues, such leave requests shall be decided by the department head and shall not exceed one (1) year.

Section 5. Absence Without Leave. An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this agreement shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action.

Section 6. Protected Leave. Employees who meet the statutory and policy requirements, shall be eligible for protected leave in the form of family, medical, domestic violence, and military leave in conformance with the Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFLA), Oregon Victims of Certain Crimes Leave Act (OVCCLA), and Oregon Military Family Leave Act (OMFLA). Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

Section 7. Bereavement Leave. The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. The County's Protected Leave Policy will at all times comply with Oregon and Federal law and include the length of bereavement leave. An up-to-date version of the policy is available at www.co.marion.or.us/BOC/Pages/policies.aspx under the Human Resources header. The County shall provide for three (3) work days paid bereavement leave for each family member which shall count towards the statutorily mandated leave if the employee qualifies. The remaining bereavement leave approved shall be charged to accumulated leave in accordance with the Marion County Personnel Rules.

Section 8. Personal Days. Regular employees whose budgeted full-time equivalent (FTE) is equal to or greater than 0.5 (50%) are entitled to ~~one (1)~~two(2) paid personal days each calendar year. Such days ~~is~~are to be taken during the calendar year in which the days ~~is~~ are earned and may not be carried forward into the following year. The personal days shall be scheduled in accordance with Article 7, Section 4, Scheduling Vacations.

Section 9. Day After Thanksgiving or Christmas Eve.
In each calendar year, the employee may choose to take one (1) paid full day off on either the Day After Thanksgiving or Christmas Eve, with prior supervisor approval. The day not chosen by the employee will become a workday.

Day After Thanksgiving
Effective July 1, 2026, the County agrees to grant Day After Thanksgiving as a paid full regular day off for regular employees in the County service. This day off shall not be regarded as hours worked for the purpose of computing overtime hours for eligible employees.

If an employee is required to perform work on Day After Thanksgiving, the employee shall be compensated in pay at the rate of time and one-half (1 ½) for all hours worked that day.

Christmas Eve
Effective July 1, 2026, the County agrees to grant Christmas Eve as a paid full regular day off for regular employees in the County service. This day off shall not be regarded as hours worked for the purpose of computing overtime hours for eligible employees.

If an employee is required to work on Christmas Eve, the employee shall be compensated in pay at the rate of time and one-half (1 ½) for all hours worked that day.

ARTICLE 10 – HEALTH AND WELFARE

Section 1. Marion County Benefit Plan. Marion County shall, within the maximum contribution provided by the County, attempt to provide the best value, most effective health, dental and vision benefits available for employees and their families. Employees will be allowed to use a Section 125 plan for health care, dependent care, transportation expenses, and health insurance premium expenses, as allowed by law.

Section 2. Insurance/Retirement Benefits.

A. Life Insurance. The County will pay the full premium for life and accidental death and dismemberment insurance equal to the employee's base annual salary.

B. Long-Term Disability. The County will pay the full premium for long-term disability benefits equal to 66 2/3% of employee's base earnings.

C. Employee Assistance Program (EAP). The County will pay for an Employee Assistance Program that provides for confidential counseling sessions for benefits-eligible employees and their covered dependents, subject to the limitations of the EAP plan.

D. Optional Insurance Benefits. Employees desiring to participate in other optional insurance programs currently authorized by the Board may do so at their expense with payroll withholding. Employees on a non-paid leave status must make their own arrangements with Marion County's Payroll Division to continue insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers.

E. Retirement.

(1) PERS/OPSRP. The County will maintain membership in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP). The County will contribute six percent (6%) of eligible employee's wages to be remitted to Oregon PERS. After any required adjustments, Oregon PERS will distribute the net amount to the employee's Individual Account Program (IAP). The employee shall have no option to receive the amount withheld and contribute directly instead of having it paid by the County to the IAP. Subject to the provisions of Oregon law, the County will participate in the sick leave conversion program under PERS.

(2) 457 Deferred Compensation Plan. Employees have the option to participate at their expense in the Marion County 457 Deferred Compensation Plan. A financial provider invests employee contributions from payroll withholding into an investment account. The County sponsors plans with Board-approved financial providers.

Section 3. Health Insurance Study Committee.

The purpose and function of the Health Insurance Study Committee will be as follows:

A. To provide plan design recommendations for health, dental, and vision plans within the County contribution level as closely as possible.

B. To provide plan design recommendations that provides incentives for employees to be cost-effective health, dental, and vision benefit consumers.

C. To explore a variety of options and plan designs available at rates within the County contribution level as closely as possible.

D. To develop recommendations for incentives for employees and families to participate in wellness activities and maintain healthy lifestyles.

E. To develop recommendations to provide health, dental, vision and wellness communications to County employees and their families to encourage them to be effective medical consumers.

F. The committee will try to reach a consensus on recommendations for medical, vision and dental plan designs. If unable to reach a consensus, the committee will, by three-fourths vote, reach agreement on recommendations. If unable to reach agreement by consensus or vote, the benefits and risk manager will provide recommendations to the Board of Commissioners for adoption by October 1st of the calendar year preceding the benefit plan year.

G. The committee shall be composed of fourteen (14) voting members: seven (7) representatives from the Employer, four (4) representatives from MCEA, one (1) representative from ONA, one (1) representative from FOPPO, and one (1) representative from MCJEA.

H. Meetings shall be held at least quarterly. Employees shall be allowed release time in accordance with Article 16. No overtime shall be paid for attendance at these meetings.

Section 4. Employer Health Insurance Contributions.

~~A. The County agrees to contribute up to one thousand six hundred forty-six ($1,646) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2024, to December 31, 2024.~~

~~B. The County agrees to contribute up to one thousand seven hundred forty-six dollars ($1,746) per employee, per month, for health, dental and vision benefits for the benefit plan year January 1, 2025, to December 31, 2025.~~

~~C. The County agrees to contribute up to one thousand eight hundred forty-six dollars ($1,846) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2026, to December 31, 2026.~~

A. Effective the first of the month following ratification the County agrees to contribute up to one thousand eight hundred ~~and~~ ninety-six dollars ($1,896) per employee, per month, for health, dental, and vision benefits for the remainder of benefit plan year January 1, 2026, to December 31, 2026.

B. The County agrees to contribute up to two thousand one hundred dollars ($2,100) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2027, to December 31, 2027.

C. The County agrees to contribute up to two thousand two hundred ~~and~~ fifty dollars ($2,250) per employee, per month, for health, dental, and vision benefits for the remainder of benefit plan year January 1, 2028, to December 31, 2028.

ARTICLE 11 – WORKERS' COMPENSATION

The employee is covered by workers' compensation, either insured or self-insured, under the County workers' compensation program (described in the Injured Worker Policy), which can be accessed on the intranet page for risk management.

ARTICLE 12 – WAGES

Section 1. Compensation Plan. The County has adopted a compensation plan under which employees covered by this agreement have been and shall continue to be compensated. Compensation Plans can be accessed on the Intranet page for human resources.

Section 2. Administration of Compensation Plan.

A. Rates of Pay. Each employee shall be paid at one of the rates in the salary range for the classification in which they are paid. Employees will be compensated at an hourly rate. The most current pay plan can be found at www.co.marion.or.us/HR/Pages/payplan.aspx#.

B. Entrance Salary. Normally, an employee will be appointed or reinstated at the entrance rate for the classification. If an appointing authority believes it is necessary to make an appointment or reinstatement above the entrance rate, the appointing authority may do so if allowed by the Marion County Personnel Rules.

C. Merit Increases. Merit increases shall be based on satisfactory service. Employees shall be eligible for in-range merit increases on their established anniversary date until such time as an employee has reached the top step of the classification in which they were employed. The eligibility date, for the purpose of this section, shall be the date upon which the employee is granted their first in-range merit increase to the second step of their salary range. This eligibility date may be changed as a result of the timing of future in-range merit increases, promotions or reclassifications.

D. Eligibility For Merit Increases. ~~A new employee shall be advanced to the second step of the salary range for their classification six months from the date of hire after satisfactory service in their classification. In those cases where a new employee is appointed above the minimum step of the salary range for their classification, their eligibility for advancement to the next step shall be the same as though they were appointed at the minimum step, unless otherwise ordered by the personnel officer. Thereafter, eligibility for advancement to each succeeding step of the salary range shall be after each additional year of satisfactory continuous service at the preceding step.~~

~~Regular employees shall be eligible for Longevity 1 after being on Step 7 for one full year AND employed with the County for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 after being on Longevity 1 for a full year AND employed with the County for a minimum of fifteen (15) years. Regular employees shall be eligible for Longevity 3 after being on Longevity 2 for a full year AND employed with the County for a minimum of twenty (20) years.~~

The County will create a longevity pay element to reward employees' tenure with the County. Employees who meet the current longevity eligibility requirements within the CBA, and those employees who are currently receiving longevity pay, will move to the new pay element effective the first full pay period in January of 2028. Once an employee has attained their corresponding longevity it will not be removed after a reclassification, salary adjustment, or promotion.

Regular employees shall be eligible for Longevity 1 pay element at five percent (5%) after being on Step 7 of the current pay range for one (1) full year AND employed with the County for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 pay element at ten and one-quarter percent (10.25%) after being on Longevity 1 of the current pay range for a full year AND employed with the County for a minimum of fifteen (15) years. Regular employees shall be eligible for Longevity 3 pay element at twelve and three-quarters percent (12.75%) after being on Longevity 2 of the current pay range for a full year AND employed with the County for a minimum of twenty (20) years.

E. Movement to a Higher Classification. When an employee is promoted or reclassified to a position in a classification with a higher maximum salary rate, they shall be placed on an actual step in the new range, which will provide a minimum of a 5% increase, or to the minimum of the new range. The date of such promotion or reclassification shall establish a new anniversary date for subsequent salary increases.

F. Movement to a Lower Classification. If an employee is reclassified to a position in a classification with a lower salary range, their salary rate may remain the same if it is within the salary range of the lower classification. If the employee's current salary rate is not within the lower salary range, the reduction in wages shall not occur until one year after the effective date of the reclassification. The anniversary date does not change as a result of the movement to a lower classification.

G. Demotion. Employees who voluntarily demote or are demoted for cause shall be placed in the new range at a step closest to the former rate of pay without resulting in a pay increase. The anniversary date does not change as a result of the demotion.

H. Reassignment. A reassignment occurs when an employee moves from one position to another position in the same classification and department without going through the recruitment process. An employee who seeks reassignment must submit a written request to the appointing authority. If more than two employees request reassignment to the same position, the appointing authority will decide which employee to reassign.

When an employee is reassigned to another position in a classification with the same salary range, their rate of pay remains the same. Such employee shall retain their anniversary date for salary increases and continuous service date for seniority. There is no additional waiting period to access compensation credit, vacation pay or personal days following reassignment. If the employee

completed the initial service period before the reassignment, the County will not require the employee to complete a new initial service period. If the employee did not complete the initial service period before reassignment, the employee must complete the remainder of the initial service period in the new position.

I. Salary Range Adjustment. The Board may make, in addition to general salary range changes negotiated between the Board and the Association, adjustments in a salary range or ranges as it determines necessary to attract and hold competent personnel or to provide pay equity between the various classifications.

J. Working Out of Classification (Acting in Capacity). Any employee temporarily designated to act in the capacity of a position in a classification higher than the employee's regular classification, shall receive a one (1) step pay increase or the minimum step of the higher range whichever is greater, for actual hours worked in the higher classification. Working out of class on a full-time, continuous basis is limited to six (6) consecutive months unless conditions warrant extension, which must be approved by the personnel officer. Positions under filled for training or development purposes and training assignments voluntarily agreed to by an employee shall not be subject to this section.

K. Shift and Weekend Differential. Regular ~~full-time~~ employees working evenings and/or nights ~~shifts~~ shall receive differential pay of ~~one~~two dollars ($~~1~~2.00) per hour. Shift differential shall be paid for all regularly scheduled time which falls between the hours of ~~any shift starting at~~ ~~2~~6:00 p.m. ~~or later and before~~ to 6:00 a.m. on weekdays and all hours worked on Saturday and Sunday. Employees whose regularly scheduled shift does not fall between the hours of 6:00 p.m. and 6:00 a.m. will not receive a shift differential, even if they are required to work past the hour of 6:00 p.m.

L. Call Back Pay/Weekend Work. Employees who are called in to work or who are required to work on the weekend (other than regular scheduled rotation plan) shall be compensated for the time worked at one and one-half (1½) times their straight time hourly rate provided, however, that such employees shall be paid for a minimum of three (3) hours for each occasion.

M. Standby Compensation. The employee shall receive two dollars and three cents ($2.03) per hour as standby compensation for those hours the employee is assigned to standby duty and required to carry a County device (or as mutually agreed upon by the County and employee to be contracted by personal phone in lieu of carrying the County device) and make themself available during non-working hours as described above.

N. After Hours Consultation. Employees who take a phone call outside of their regular work schedule and are not assigned to be on standby shall be paid at their regular rate of pay in fifteen (15)-minute increments. If a person giving advice by phone talks for less than fifteen (15) minutes, they shall be paid for fifteen (15) minutes. If a person giving advice by phone talks for twenty-five (25) minutes,

they shall be paid for thirty (30) minutes, etc. Multiple calls less than fifteen (15) minutes between the end of the first (1st) and beginning of the second (2nd) (or more) call(s) will be considered one (1) call.

Section 3. Overtime.

A. Policy. It is the policy of the County to reduce to a minimum overtime work. The governing body, in coordination with the department heads, shall formulate rules for the allowance or denial of overtime work. If, in the judgment of a department head, work in excess of the workday or workweek, as established by the County, is required, they may authorize such overtime. Abuse of unauthorized overtime may be subject to discipline.

B. Definition of Overtime. Except as a result of shift rotation, overtime shall be considered as time worked in the employee's regular position in excess of forty (40) hours in a week or over ten (10) hours in a workday for full-time employment. For the purposes of this section, time spent on holiday, jury duty, or paid sick leave shall be considered as time worked.

C. Overtime Compensation. Compensation for overtime shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay. An employee may choose to be paid in cash or compensatory time. Compensatory time may accumulate to a maximum of 48 hours. Compensatory time must be taken as leave or paid in cash within one (1) year of accrual. Such payment shall be at the employee's rate of pay that is being earned at the time of payment. When an employee is terminated, they shall be given cash compensation for the overtime they accrued. The salary conversion table contained in the Pay Plan shall be used as a basis in computing the overtime cash compensation for employees.

Section 4. Current nurses who work less than fifty percent (50%) will be paid two (2) additional salary steps until such time as they qualify for fringe benefits. When the nurse qualifies for fringe benefits, their salary will be reduced by two (2) steps.

Section 5. Preceptor Pay.

A. Student Nurses. For student nurses doing a practicum with written objectives, the nurse overseeing, managing and evaluating the practicum student will receive a five percent (5%) differential for all hours that the student nurse works with the nurse. If multiple nurses work with a student nurse, each nurse will be compensated for the hours spent training the student nurse.

For student nurses doing an observation or shadow, the nurse will not receive the differential unless there is a written objective with a specific skill for the student nurse to learn. If there is a specific skill

to be taught and the student to perform, then the nurse will receive a five percent (5%) differential for the time spent on that specific task.

B. New Employees & Current Employees Changing Service Areas. For new nurses or nurses changing service areas, if there is a specific skill that the employee must be taught, then the nurse providing that training will receive a five percent (5%) differential for the time spent on that specific task.

Preceptor pay must be pre-authorized by the supervisor in writing and will not be paid for orientation functions such as understanding policies, learning to access computer programs, learning routes and schedules, showing the nurse around the work area, learning about County/department practices & forms, etc.

Section ~~5~~ 6. Cost-of-Living Adjustment. ~~Effective July 1, 2024, employees shall receive a four percent (4%) cost-of-living adjustment. Effective July 1, 2025, employees shall receive a three percent (3%) cost-of-living adjustment.~~ Effective September 13, 2026, employees shall receive a two percent (2%) cost-of-living adjustment. Effective July 1, 2027, employees shall receive a two percent (2%) cost-of-living adjustment.

Section ~~6~~ 7. Bilingual Skills. Employees, whose regular duties include the use of bilingual skills and who are assigned to translate or assist in translation or otherwise use their bilingual skills by their supervisor, shall receive a five percent (5%) differential for all hours worked. Eligibility for the differential will be based on passing a valid, reliable, professionally recognized foreign language test.

ARTICLE 13 – RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS

Section 1. Overpayments. In the event that an employee receives wages or benefits from the County to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the County shall recover the overpayment as follows:

a) Provide written notice of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid, within ten (10) calendar days from the date of discovery.
b) The County shall be limited in using the payroll calculation and deduction process to a maximum period of two (2) years before the notification.
c) Overpayments of five percent (5%) or less of an employee's biweekly gross salary will be recovered in one (1) lump sum on the next available pay period.
d) For overpayments exceeding five percent (5%) of an employee's biweekly gross salary, employees shall make arrangements for the return of overpayments in biweekly amounts of five percent (5%) of the employee's biweekly gross salary through payroll deduction, beginning on the next available pay period, until the amount is paid in full, provided that the amount of the overpayment exceeds five percent (5%) of the employee's biweekly gross salary.
e) Nothing in this Section shall preclude an agreement for immediate restitution.
f) An employee who disagrees with the County's determination that an overpayment has been made to the employee, may grieve the determination through the grievance procedure.
g) If an employee leaves Marion County prior to full recovery of the overpayment, the balance owing shall be deducted from the employee's final paycheck.
h) This Article does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time. This includes, but is not limited to collection efforts and correcting adjustments.

Section 2. Underpayments. In the event the employee does not receive the wages or benefits to which the employee was entitled which the record/documentation has for all times indicated, the employee may report such underpayment to the Employer. All confirmed underpayments shall be repaid in accordance with State wage and hour laws, pursuant to ORS 652.120. The County shall correct such underpayment made within a maximum period of two (2) years before the notification.

ARTICLE 14 – TRAVEL ALLOWANCES

Section 1. Cost of In-State Transportation. All in-state travel booking must be approved in advance. The cost of transportation shall be ~~reimbursable~~reimbursed according to the terms of this agreement. ~~Receipts~~Itemized receipts shall be submitted with the claims for reimbursement for air, train or bus travel, and reimbursement for private automobile transportation. Mileage reimbursement for the use of private vehicles shall be at the current standard IRS mileage rate for business use of an automobile. Mileage shall be computed from either actual odometer readings or from an online mapping tool. Travel arrangements will be made by the County and paid directly. In the event employees must pay their own travel expenses, reimbursement is on an actual cost basis. Where employees elect to drive private automobiles in lieu of plane or train transportation, reimbursement will not exceed the best available airfare on the day air travel would normally be booked.

Section 2. Cost of Out-of-State Transportation. All out-of-state travel must be approved in advance by the health administrator. Only travel for which funds are available may be approved. Written requests for authorization of out-of-state travel must be submitted fifteen (15) days prior to the proposed travel. Requests submitted less than fifteen (15) days in advance must be accompanied by an explanation of the emergency.

Section 3. Cost of Lodging and Meals. During approved travel related to County business, meals and incidentals will be paid for by either a procurement card ("PCard") or per diem rate. When a PCard is not used, ~~T~~the County shall reimburse the actual cost of lodging ~~and~~, meals and other related transportation expenses on an actual cost basis up to the US Government General Services Administration (GSA) Per Diem rate. Except in the case of an emergency, the employee shall receive prior approval for all anticipated expenses. In order to receive reimbursement, an itemized receipt must be provided for all expenses. The employer reserves the right to deny expense claims for such things as personal gifts, alcohol, entertainment or excessive expenses.

Section 4. The supervisor and the nurse may negotiate the reimbursement of expenses incurred for attendance at voluntary education, training conferences, or meetings.

Section 5. Mandatory training is fully reimbursable subject to Sections 1, 2, and 3 above.

ARTICLE 15 – HEALTH AND SAFETY REGULATIONS

Section 1. The County shall make reasonable provisions and exercise due consideration regarding the health and safety of its employees during the hours of their employment. Employees shall follow County safety regulations and traffic laws and shall use safety equipment provided by the County. Employees shall be encouraged to report to their supervisors unsafe and potentially hazardous conditions.

Section 2. The County shall maintain clean and sanitary places where the employees report to work and provide proper shelter against the elements as well as safety measures as provided for in the Oregon Safe Employment Act.

Section 3. The County shall continue to provide gloves and any other equipment required by Oregon Occupational Safety and Health Division (OR-OSHA).

Section 4. Employees may refuse to operate any equipment or ride in or on any vehicle they believe is unsafe until the equipment has been mutually inspected and/or corrected by the employee and their immediate supervisor and/or qualified person. If, after such inspection, the equipment is determined by the supervisor and/or other qualified person to be safe, the employee may not refuse to operate the equipment. Employees shall not be disciplined for refusal to operate believed unsafe equipment nor shall refusals to operate such equipment be construed as insubordination this Section has been complied with unless an emergency situation exists.

Section 5. All County owned vehicles will be inspected at least annually by a person qualified to perform such an inspection as designated by fleet management. A written evaluation of this safety check will be maintained by Fleet.

Section 6. Employees may refuse to perform an unsafe assignment, based on the employee's reasonable professional judgment. If an employee believes an assignment is unsafe, the employee will notify their supervisor. The supervisor will take steps to address the safety concerns of the employee or make the determination that the assignment is safe. If the assignment is deemed safe, then the employee may not refuse the assignment. However, employees shall not be disciplined for reasonable refusals to perform an unsafe assignment nor shall reasonable refusals to perform such assignments be construed as insubordination.

ARTICLE 16 – DISCIPLINE AND DISMISSAL

Section 1. Disciplinary action may be imposed upon an employee only for just cause using the principles of progressive discipline.

Section 2. If disciplinary action is to be taken against an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline may include but not be limited to:

A. Oral Reprimand. This is a warning procedure rather than a disciplinary one and should serve to forestall the employee from being placed in such a position that a more severe form of formal penalty must be used.

B. Written Reprimand. The written reprimand is also a warning procedure. However, the written reprimand is used to put the employee on official notice that future abuse will result in a more severe form of action.

C. Suspension Without Pay. Suspensions are a commonly used form of discipline after an oral and written reprimand. However, it can be used sooner based upon the severity of the misconduct. The County may suspend an employee for disciplinary reasons for a period not to exceed thirty (30) days at any one time by notifying the employee and stating the reasons for this suspension in writing. An employee may acquire no seniority during the period of suspension, regardless of the length of suspension.

D. Reduction In Pay. Reductions in pay for limited periods of time will be used as a sanction against employees in lieu of suspension generally after an oral and written reprimand. It can be used without previous discipline if the nature and severity of the misconduct warrant the discipline. Employees will be placed on steps in any pay reduction and the reduction will not exceed one (1) year.

E. Demotions. Demotion, both in pay and to a lower classification, may be used as a form of discipline when dismissal is not warranted or when the appointing power believes that the employee has the potential for correcting conduct. Such action shall be subject to the rules governing demotions.

F. Dismissal. The County may dismiss for just cause any regular employee under the County's jurisdiction. The Employer may omit steps of progressive discipline if the employee's misconduct is of such severity that an immediate dismissal action is required.

Section 3. Due Process Notice and Meeting. In any discipline resulting in dismissal, suspension, or

reduction of pay, before the imposition of such discipline, employees shall receive:

A. A statement of improper conduct, inadequate performance, or other cause for discipline engaged in by the employee; and

B. A statement that suspension, reduction in pay or dismissal is being considered as a possible sanction to the stated improper conduct, inadequate performance or other cause; and

C. A statement of the time within which the employee may choose to respond to the statement of cause and statement of discipline under consideration.

An employee who has been notified that suspension, reduction in pay, demotion or dismissal is under consideration must be given this notice at least two (2) full working days prior to the date of the due process meeting to respond to the statements in the notice including providing mitigating evidence. The steward may request an extension that will not exceed three (3) additional full working days. The County and the Association may, by mutual agreement, extend the time to respond past the two (2) or five (5) days.

An employee may then be suspended, reduced in pay or dismissed if:

(1) The employee has responded to the statements in the notice that suspension, reduction in pay or dismissal is under consideration and the employee's response has been received and reviewed by the appointing power; or

(2) The employee has not responded to the statements in the notice within the time stated in the notice that suspension, reduction in pay or dismissal is under consideration.

Suspension, reduction in pay or dismissal shall be by written notice to the bargaining unit chairperson, the ONA representative and the employee. Suspension, reduction in pay or dismissal may be effective upon delivery of notice of discipline to the employee or upon any stated time thereafter. The department management shall consult with the County counsel and human resources prior to the imposition of a suspension, reduction in pay or dismissal.

Section 4. Employees may grieve oral and written reprimands to Step 3 of the grievance procedure. If unresolved, they will be considered withdrawn without prejudice by the Association. Any notes concerning the oral reprimand or any documentation of a written reprimand shall be removed from the employee's file three years after the discipline is issued per the request of the employee and if no other similar incident occurs. After removal, the oral or written reprimand shall not be used as evidence in any subsequent grievance or arbitration. Any suspension, reduction in pay or dismissal shall be grieved within ten (10) calendar days of the effective date of the action at Step 3 of the grievance procedure.

ARTICLE 17 – GENERAL PROVISIONS

Section 1. Non-Discrimination. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, national origin, Association membership, political affiliation, or any other protected status in accordance with state or federal law. The Association and the County shall equally share the responsibility for the application of this provision.

The Employer and the Association agree not to interfere with the rights of the employees to become members or refrain from becoming members of the Association, and there shall be no discrimination, interference, restraint or coercion by the County or the Association or any employer or Association representatives, against any employee because of Association membership or non-membership.

All Association activities shall be conducted in a manner, which will not interfere with the effectiveness and efficiency of the employer's operations in serving and carrying out its responsibility to the public. There shall be no soliciting of employees for Association membership during working hours when such soliciting would interfere with the performance of an employee's duties.

Section 2. Bulletin Boards. The employer agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with employees.

The Association shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Association. Such posting shall not be of a public political nature.

Section 3. Meetings. Meetings between the Employer and the Association may be held, if practicable, during regular working hours, on the premises of the Employer and without loss of pay to authorized participating employees. The number of participating employees representing the Association, exclusive of any aggrieved employee, shall be limited to two (2) without loss of pay.

Section 4. Negotiations. Negotiations between the parties, as provided by the termination article of this agreement, shall be scheduled to commence at mutually agreeable dates and times. The Association's bargaining committee shall be limited to three (3) members of the Association on pay status.

Section 5. New Employee Orientation. A representative of the Association shall be granted time off with pay for a presentation on behalf of the Association during the new employee orientation if any bargaining unit employees will be in attendance. All newly hired bargaining unit employees shall be provided the opportunity to attend the presentation without a loss in pay. The purpose of the presentation shall be to identify the organization's representation status, provide information on the Association and distribute

and collect membership applications. The County will inform the bargaining unit chairperson and ONA Labor Representative by the Friday before orientation if any bargaining unit member will be present.

Section 6. Strikes and Slowdowns. The Association agrees not to participate in or sanction any strike, slowdown, walkout, refusal to report to work, or interruptions of work or picketing during the term of this agreement. The County agrees not to lock out employees during the term of this agreement.

Section 7. Use of County Equipment. Association officers, stewards and committee representatives shall have the right to use County equipment including, but not limited to, copy machines, computers, and e-mail. The supervisor will not unreasonably deny approval unless it adversely affects the functions, services and operations of the department. Computer use shall be limited to those currently authorized to use such equipment and limited to designated County hardware and software. All such computer use shall be in compliance with current County policy. The Association shall pay for the cost of supplies and material related to such use when required.

Section 8. Performance Evaluations. A merit rating of an employee's job performance shall be completed annually.

Section 9. Job Sharing:

A. Job sharing may be permitted provided it does not result in a serious negative impact on service delivery and will not increase the cost of one full-time position (including benefits). Any employee who wishes to work in a job share position may make such a request to the department head. The department head may approve or deny the request based on the operating requirements of the department.

B. The employees must voluntarily request job sharing positions and the employees must be suitable and qualified for said job sharing position. In no instance will the cost of one full-time position (including benefits) exceed the cost of one position filled by job sharing.

C. Employees participating in a job share position will receive benefits in accordance with the provisions of this Contract. However, if the employees share a position equally (50-50) each employee shall be eligible to receive one-half (1/2) of the medical and dental insurance plus prorated leave benefits. Each employee shall be required to pay, through payroll deduction, one-half (1/2) of the cost of the benefit. The total cost of the job share position shall not exceed one full-time equivalent (FTE) position. If either employee declines the County provided medical and dental insurance, the other employee may choose to receive the full benefit of the medical and dental insurance.

D. The medical and dental benefits cannot be split whereby one employee receives the full medical benefit and the other receives the dental benefit. The employees may agree, however, that one

employee can receive all the benefits and the other employee will receive none of the benefits.

E. When a vacancy occurs in a (50-50) job share position or when a job share position is approved, the benefits shall be distributed equally (50-50) unless the employees notify the Human Resources Division that the benefits are to be distributed in a different manner. Changes in the distribution of benefits may only occur once each year during the open enrollment period or when a vacancy has occurred.

Section 10. Flexibility of Practice. For flexibility of practice and under the authority and rules for nursing practice, advanced practice activities may be undertaken by nurses, who have received the necessary orientation and training.

ARTICLE 18 – EDUCATIONAL ASSISTANCE

The County will make a good faith effort to allow up to an average of forty (40) hours per year for all training and education activities for full-time Nurse Practitioners and up to an average of twenty-four (24) hours per year for full-time nurses which are directly related to the employee's responsibilities. Those working less than full-time are eligible for proportional training time. Budgets and schedules will likely impact the amount of available training and education activities.

Education and training expenses will be reimbursed per the department's employee training reimbursement policy.

Requests for time to attend education and training requires management approval. Requests to attend conferences must be submitted six (6) weeks prior to the anticipated leave to allow for scheduling.

ARTICLE 19 – LABOR-MANAGEMENT COMMITTEE

Marion County and the Oregon Nurses Association hereby agree to create a joint committee for the purpose of facilitating communication and fostering a model of cooperative problem solving of issues arising during the term of the current agreement.

The Labor-Management Committee (LMC) shall be composed of equal numbers from each party, who, by virtue of their position or office, are authorized to make decisions for their respective constituents. The LMC shall meet as needed to consider the work issues and concerns of the nurses in the Marion County Health and Human Services Department. Each party shall have the responsibility to provide necessary information to the other party and to engage in meaningful problem resolution, if appropriate, to further the mutual goal of a positive and constructive collective bargaining relationship.

The LMC shall serve as an adjunct to the other joint labor management committees within Marion County, but shall not serve as a substitute for them nor as a substitute for the grievance procedure described in this collective bargaining agreement, although nothing shall prohibit the raising and resolving of issues within the LMC that are subjects of grievances or under consideration by other committees. Agreements made by this group shall be binding on the parties subject to the normal ratification process, if necessary.

ONA representatives to this committee will be trained in the Interest Based Bargaining Process and will be relieved from other work responsibilities to attend the LMC meetings. Time spent working on LMC issues shall not result in a loss of pay for the nurses involved.

The LMC meetings scheduled for each year will be published. LMC minutes will be distributed to management and ONA members after each meeting.

Marion County and the Oregon Nurses Association agree to evaluate the effectiveness of the LMC during the next contract negotiations.

ARTICLE 20 – SETTLEMENT OF DISPUTES

Section 1. Definitions.

A. A "grievance" is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours and conditions of employment. The complaint shall include, but is not limited to, the complaint of an employee or the Association, which involves the interpretation, application of or compliance with the provisions of this agreement.

B. "Working days" for the purpose of this Article is defined as all weekdays (i.e., Monday through Friday) not designated as a holiday under Article 6, Section 1 of this agreement.

Section 2. Grievance and Arbitration Procedure. Any grievance or dispute, which may arise between the parties with regard to the application, meaning or interpretation of this agreement shall be settled in the following manner:

- It is the express intent of the parties that grievances be resolved informally and at the lowest level of supervision whenever possible.
- If the grievant so desires to attempt to resolve the matter, the grievant shall submit their response, in writing, to the supervisor and their Association representative.
- Failure to file a grievance within the time limits set out in the contract constitutes a waiver of the right to file or advance the grievance.
- Any or all time limits specified in the grievance procedures may be waived by mutual written consent of the parties.

STEP 1: Should an employee believe that their rights under this agreement have been violated, the matter shall be reported by the employee to their appropriate Association representative. The employee, together with or without their Association representative, shall within fifteen (15) working days of the date of such grievance or knowledge thereof ask the immediate supervisor for a meeting. The parties shall hold one or more meetings to ascertain facts, investigate issues, and acting in good faith, attempt to resolve the dispute. If the dispute is not resolved informally in this manner, the grievant may file a written grievance to the immediate supervisor, using the ONA Grievance Form. The immediate supervisor shall respond, in writing, to the grievant and Association within ten (10) working days following the meeting.

The written grievance shall include:

A. The name and position of the employee by or on whose behalf the grievance is brought.

B. The date of the circumstance giving rise to the grievance, and the date of the employee's first

knowledge thereof, if later, included in the statement of grievance.

C. A clear and concise statement of the grievance, including the relevant facts related to the best of the grievant's understanding. The following information should be included in the statement of grievance, if applicable: what date, what happened, and which supervisor.

D. The specific provision or provisions of this agreement alleged to be violated.

E. The remedy or relief sought by the employee.

F. The signature of the person submitting the grievance, and such person's name and position if other than the aggrieved employee.

STEP 2: If the grievance has not been settled, it must be presented in writing by the Association representative or grievant to the division director of the Health and Human Services Department or designee within ten (10) working days after the immediate supervisor's response is due. The division director of the Health and Human Services Department or designee shall meet with the grievant and the Association representative within ten (10) working days of the receipt of the grievance, and together they shall attempt to resolve the matter. The division director or designee shall respond to the Association representative, in writing, within ten (10) working days following the meeting. A copy of the formal written grievance shall be sent to human resources.

STEP 3: If the grievance remains unresolved, it may be represented to the health administrator by the Association representative or grievant within ten (10) working days after the division director's response is due. The health administrator, the Association representative, and the grievant, if the grievant desires, shall meet within ten (10) working days of receipt of the grievance appeal, and together they shall attempt to resolve the matter. The health administrator shall respond, in writing, to the representative within ten (10) working days following the meeting.

Section 3. Arbitration. If the grievance remains unsettled, either party may, within ten (10) working days after the reply of the health administrator or their designee is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Association within five (5) working days after notice has been given. If the parties fail to select an arbitrator, the State Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name. The process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall begin taking evidence and testimony as soon as practical after their selection. The arbitrator shall render a decision no later than twenty (20) calendar days after the conclusion of the final hearing. The power of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated and to resolving the

grievance within the terms of this agreement. The decision of the arbitrator shall be binding on both parties. The cost of the arbitration shall be borne equally by both parties. Each party shall be responsible for costs of presenting its own case to arbitration.

ARTICLE 21 – SCOPE OF AGREEMENT

This document constitutes the sole and complete agreement between the Association and the Employer and embodies all the terms and conditions governing the employment of employees in the bargaining unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is or may be subject to negotiation. Any prior written or unwritten commitment or agreement between the Employer and the Association or any individual employee on a matter specifically covered by this agreement is hereby superseded by the terms of this agreement.

ARTICLE 22 – SAVINGS CLAUSE

Should any of the provisions of this agreement be found by a court of competent jurisdiction to be unlawful, unenforceable, or made illegal through enactment of state or federal law, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE 23 – CONTRACTING OUT

Section 1. Definition. "Contracting out" is defined as follows: Entering into an agreement/contract with the private sector or public agency to provide a service previously performed by bargaining unit employees. The term "contracting out" does not include the refusal of the Board of Commissioners to provide a service and/or the refusal of the Board of Commissioners to accept local, state or federal funds to provide a service previously performed by bargaining unit employees.

Section 2. The Association recognizes that the County has the management right to decide to contract out bargaining unit work to the private or public sector. Such decisions shall, however, be made only after the affected department has conducted a formal feasibility study determining the potential cost and other benefits, which would result from contracting out. The County agrees to notify the Association within five (5) business days of its decision to conduct a formal feasibility study indicating the job classifications and the work areas affected. The County shall provide the Association with no less than thirty (30) calendar days notice that it intends to contract out bargaining unit work. The notification by the County to the Association of the results of the feasibility study will include all pertinent information, bids and other data upon which the County based the decision to contract out the work including, but not limited to, the total cost savings the County anticipates.

The County and the Association shall meet within five (5) working days of the delivery by the County to the Association of all pertinent information upon which the County based the decision to contract out. The Association shall have thirty (30) days to submit an alternative proposal. No contract will be awarded pending the timely receipt of the Association's proposal. If the Association's proposal would result in providing quality and savings equal to or greater than that identified in the management plan, the parties shall agree in writing to implement the Association proposal.

Should any full-time bargaining unit member be laid off or displaced as a result of contracting out, the County and the Association shall meet to discuss the effect on the individual(s). The County's obligation to discuss the effect of such contracting out does not obligate it to secure the agreement of the Association or to exhaust the dispute resolution procedure in this agreement or under the Public Employee Collective Bargaining Act set forth in ORS 243.650 through ORS 243.782 concerning the decision or the impact of the contracting out.

Section 3. Prior to following the regular recruitment and selection process, employees displaced by contracting out shall be placed in positions within Department service for which they are qualified as the positions become available. However, such placement shall not take precedence over placement of other employees through recall from layoff, return from on-the-job injury status, promotions or transfers. If there are multiple displaced workers qualified for a position, the department head or appointing authority shall select the most qualified applicant

ARTICLE 24 – SEASONAL POSITIONS

Section 1. Seasonal positions are positions designated as positions that are filled only for the academic year on an ongoing basis. Annually, the positions will be furloughed at the end of the school year. Except as detailed in this article, all other contract provisions apply to these positions the same as other ONA-represented positions.

If there is work available during school breaks (i.e., winter break, spring break) or the summer months, the employee may be hired to perform temporary assignments within their current department.

Section 2. Positions Below 0.50 FTE. Positions below 0.50 FTE do not accrue leave. When there are breaks during the school year and for the summer months, the employee will be placed on leave without pay. If the employee is on unpaid leave for more than ten (10) workdays within a calendar month, the County will adjust their anniversary date by one month.

Section 3. Positions at 0.50 FTE or Above. Positions at or above 0.50 FTE accrue leave. When there are breaks during the school year and for the summer months, the employee will use accrued vacation leave or will be placed on leave without pay if no vacation leave is available. If the employee is on unpaid leave for more than ten (10) workdays within a calendar month, the County will adjust their anniversary date by one month.

If the employee is on unpaid leave for a length of time that affects medical and dental benefits, the employee will contact Benefits to discuss options.

ARTICLE 25 – LIFE OF AGREEMENT AND TERMINATION

Section 1. This agreement shall be in effect as of July 1, ~~2024~~ 2026, and shall remain in full force and effect until the 30th day of June ~~2026~~ 2028. If either party wishes to renew or modify the agreement as of July 1, ~~2026~~ 2028, notification of such renewal or modification must be submitted in writing by January 1, ~~2026~~ 2028. Negotiations for a subsequent contract are to begin on or about March 1, ~~2026~~2028. There shall be no retroactive effect of any provision of this agreement, except as specifically provided.

Section 2. This agreement shall remain in full force and effect during the period of negotiations. This agreement may be terminated upon written notice by either party, subsequent to the expiration date, declaring that impasse has been reached.

Section 3. Any letters of agreement must be signed by the County administrator, appropriate department head, and chief human resources officer, and the designated representatives of the Oregon Nurses Association to be valid. Such letters of agreement shall be attached and made part of the labor agreement. Any letters of agreement not mutually renewed prior to adoption of this agreement or reached as a result of the process noted above shall become void and invalid.

IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of _____ ~~2024~~ 2026.

MARION COUNTY ONA

By: _____
Lana Harrington, RN
Chair

By: _____
Dana Finch, RN, BSN
Secretary and Treasurer

By: _____
Ashley Bromley
Labor Relations Representative for ONA

MARION COUNTY, OREGON

By: _____
~~Kevin Cameron~~Colm Willis
Chair

By: _____
~~Danielle Bethell~~Kevin Cameron
Commissioner

By: _____
~~Colm Willis~~Danielle Bethell
Commissioner

By: _____
~~Ryan Matthews~~Troy Gregg
Health and Human Services Administrator

By: _____
Salvador LLerenas
Chief Human Resources Officer

By: _____
Cody Walterman
Human Resources Labor Counsel

Collective Bargaining Agreement

between the

Oregon Nurses Association

and

Marion County, Oregon

July 1, 2026 - June 30, 2028

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PREAMBLE

This agreement is entered into by Marion County, Oregon, hereinafter referred to as the “County" and Oregon Nurses Association, hereinafter referred to as the "Association." Unless indicated otherwise, references to the "Employer," "Board," or "County" herein shall mean the board of commissioners and/or the Department Head.

The purpose of the agreement is to set forth those agreed to matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes. The retention of experienced and qualified nurses enhances the team and service delivery and is a shared value.

The parties agree as follows:

ARTICLE 1 – ASSOCIATION RECOGNITION

The employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for employees in Unit 4 working in classifications for which an RN license is required, excluding confidential and supervisory employees.

ARTICLE 2 – MANAGEMENT'S RIGHTS

Except as may be specifically modified or expressly limited by the terms of this agreement, the employer retains all the customary, usual and exclusive rights, decision making, management prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the County or any part thereof. It is also recognized that the responsibilities and authorities of management are exclusively functions to be exercised by the employer in a uniform and equitable manner.

Without limitation, the exclusive management's rights retained by the County shall include, but are not limited to, the following:

1. The determination of the governmental services to be rendered to the citizens of Marion County.

2. The determination of the Employer's financial, budgetary, accounting, and organization policies and procedures.

3. The right to reasonably establish, amend, and administer separate personnel and employee benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this agreement.

4. The management and direction of the work force, including the right to determine the methods, processes and manner of performing work; establishment of new positions and the determination of the duties and qualifications to be assigned or required; the right to hire, promote, demote, transfer and retain employees; the right to discipline, demote, and terminate employees for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the department or divisions; the right to determine shifts, assignments and schedules of work; the right to purchase, dispose or assign equipment or supplies; the right to contract or subcontract any work; the right to adopt, enforce, and revise reasonable safety and employee conduct rules, regulations and procedures; and the right to take all reasonable necessary action to carry out its mission.

This article shall not preclude the Association and the Employer from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties, or (2) negotiating during the open negotiation period before termination as provided in Article 24.

ARTICLE 3 – ASSOCIATION SECURITY

Dues will continue to be deducted until the employee rescinds the request in writing pursuant to applicable law. Copies of all such requests for membership cancellation shall be transmitted to the Association.

The authorization for dues deduction is not terminated when an employee is placed on any type leave, disciplinary removal or layoff status. The County shall deduct Association dues commencing with the first paycheck following the employee's return to paid status.

The County agrees to provide at no cost to the Association monthly dues deduction. The Association shall hold the County harmless in making said payment to the Association.

The County will provide to the Association semi-annually a complete list of bargaining unit nurses including names, addresses, phone numbers, work email addresses, employee number, department, FTE, step, and dates of hire. This list shall be provided in February and September of each year, no later than the fifteenth (15^{th}) of the month. The Association shall indemnify and save the County harmless against any and all claims, damages, suits or other forms of liability, which may arise out of the County previously providing the Association the Social Security numbers.

The County will once monthly provide to the Association an updated listing of newly hired nurses with the above information and the names of nurses who have terminated or changed status.

ARTICLE 4 – HOURS OF WORK

Section 1. Normal Hours of Operation. Normal hours of operation for Marion County Health and Human Services Department are 0800 to 1700, Monday through Friday. Operational hours outside of 0800 to 1700, Monday through Friday, may occur based upon service need.

Section 2. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

Section 3. RN Basic Schedule. An RN Basic Schedule is defined as assigned hours or days the RN regularly works within the Health and Human Services Department's normal hours of operation. Eight (8) hours of work shall constitute an employee's assigned shift under an RN Basic Schedule.

Section 4. RN Alternative Schedule. An RN Alternative Schedule is defined as assigned hours or days the RN regularly works outside of the Health and Human Services Department's normal hours of operation. During the term of this agreement, the County reserves the option of establishing a ten (10)-hour, four (4)-day workweek, which may be instituted provided the employees affected are given fifteen (15) calendar days' advance notice. An employee may request an alternative schedule under the provisions of Section 6 of this Article. Employees working alternative schedules will have a signed agreement accepting such alternative schedule.

Section 5. Flexing. Flexing is defined as a temporary modification of a basic or alternative schedule within a regularly scheduled workweek.

By mutual agreement, the County may allow employees to modify their normal work hours within the workweek on an intermittent, temporary basis to make up for time lost, compatible with the operating needs of the County. Daily overtime will be waived to accommodate these requests.

Section 6. Workweek. The regular workweek for full-time employees shall normally consist of five (5) consecutive days, Monday through Friday, except that the workweek may be adjusted to accommodate occasional weekend and/or evening hours to meet operating requirements of the department as determined by the department head. No guarantee of work is implied by this section.

Employees may be permitted to work alternative schedules, subject to client service need, departmental operations, and approval of the supervisor. All alternative work schedules must be approved in advance. An employee or group of employees of the County may request an alternative work schedule by submitting a request in writing to the immediate supervisor. No reasonable request shall be denied. If a request is denied, the immediate supervisor will include a legitimate operational need preventing the approval of the proposed schedule.

Section 7. Workday. Employees shall be scheduled to work on a basic or alternative work schedule, and each shift shall have regular starting and quitting times. Ongoing changes in an employee's shift starting and quitting times shall require fifteen (15) calendar days advance notice, except in urgent/emergent work situations requiring nursing coverage. Nothing in this section shall restrict an employee and the County from modifying the work schedule, when necessary, with less than fifteen (15) calendar days' notice when the parties mutually agree to the change.

Section 8. Rest Periods. A rest period of fifteen (15) minutes shall be permitted for all employees for each full half work shift. Such rest periods shall normally be on a scheduled basis so that activities of the department shall be staffed at all times. Employees who are having difficulty scheduling a rest period should meet with their supervisor to schedule an appropriate break time.

Section 9. Meal Periods. Employees shall be granted a lunch period, without pay, of not less than thirty (30) minutes nor more than one hour during each work shift according to present practice. Whenever possible, lunch periods shall be scheduled in the middle of the shift.

Section 10. Temporary Interruption of Employment. Any temporary interruption of employment because of adverse weather conditions, shortage of supplies, or other unexpected or unusual reasons, which does not exceed ten (10) days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment may, at the employee's option, be charged to accrued vacation leave, compensatory time, personal leave day, or may be recorded as leave without pay.

ARTICLE 5 – JOB PLACEMENT AND LAYOFF

Section 1. Definition. Seniority is defined as time spent in continuous service with the County. Time spent as a temporary employee shall not count towards seniority.

Section 2. Filling of Vacancies.

A. Vacancies, which are to be filled, shall be posted on the County website and sent by electronic mail to all County employees at least five (5) working days prior to closing.

B. Employees desiring the posted position shall submit an online application to human resources via the County website.

C. Any employee, who makes application, shall be placed on any interview list providing the employee meets the requirements.

D. Any employee, who interviews for a vacant position and who requests in writing the reasons for non-selection, shall receive, from the appointing authority, a written response within ten (10) working days of receipt of the request.

E. The County agrees to review recruitment procedures with the Association and modify them, if necessary, to improve the opportunities for employees to be considered for internal appointment and/or promotions, including the opportunity to be interviewed.

F. Part-time and temporary employees may apply for full-time, regular positions on the County's internal recruitments.

Section 3. Layoff/Reductions in Workforce.

A. A layoff is defined as:
(1) An involuntary separation from County service,
(2) An involuntary reduction in hours to lower than fifty percent (50%) because of a lack of work, lack of funds or abolishment of the position,
(3) The elimination of a less than fifty percent (50%) position entirely.

The affected employee(s) and the Association shall be given written notice of a pending layoff at least fifteen (15) days before the effective date, stating the reasons for the layoff. The parties will meet thirty (30) days prior to a layoff to discuss possible alternatives to the layoff.

B. Reductions in workforce will occur in the following order:
(1) Volunteers for layoff
(2) Temporary employees
(3) Probationary employees
(4) Regular employees in inverse order of seniority within the affected classification

C. For purposes of layoff, full-time and part-time positions are treated together. Notice of layoff will be given to the employee whose position is affected. An employee subject to layoff may displace an employee with the least seniority in the same classification if the employee:
(1) Meets the minimum requirements for the job classification, and
(2) Is able to perform the work in the position being bumped into without extensive training in a service specific essential job skill. Orientation will be provided to the nurse for the new position.

Extensive is defined as training requirements sufficient to legitimately deny bumping such as a certification or formal recognition of a service specific essential job skill the absence of which would prevent the nurse from performing that service.

D. The least senior nurse in the classification where the layoff took place, who has bumped, may also bump the employee with the least seniority in the next lower classification if the employee:
(1) Has more seniority than the nurse to be bumped, and
(2) Meets the minimum requirements for that classification, and
(3) Is able to perform the work in the position being bumped into without extensive training in a service specific essential job skill. Orientation will be provided to the nurse in the new position.

Nurses who receive layoff notice will notify the County of their intent to exercise bumping rights within three (3) business days after receipt of the layoff notice.

Section 4. Seniority.

A. Seniority – One (1) point per continuous month of County service.

B. Seniority shall be computed from the continuous service date into County regular service.

C. In the event that two (2) persons have the same seniority, then the date of employment with the County shall be used to determine the order of layoff with the latest employees laid off first. If a tie still exists after reviewing the dates of employment, the department head shall determine the order of layoff.

Section 5. Recall Rights. A nurse having been laid off shall have recall rights for the same or lesser classification within the job family for a period of one (1) year [both part-time and full-time positions] as

long as the nurse is able to perform the work in the position without extensive training.

Section 6. Trial Service Extension. New nurses shall serve a trial service period of at least six (6) continuous months. The trial service period may be extended with the agreement of the appointing authority, the employee and an Oregon Nurses Association representative for a period not to exceed three (3) additional continuous months.

ARTICLE 6 – HOLIDAYS

Section 1. Observed Holidays. The following days will be observed as paid holidays for all full and regular part-time employees:

New Year's Day – January 1st
Martin Luther King, Jr. Birthday – 3rd Monday in January
Presidents' Day – 3rd Monday in February
Memorial Day – Last Monday in May
Juneteenth – June 19th
Independence Day – July 4th
Labor Day – 1st Monday in September
Veterans Day – November 11th
Thanksgiving Day – 4th Thursday in November
Christmas Day – December 25th

And any other day designated as a legal holiday by either the Governor of Oregon or President of the United States. A one (1)-time observance or memorial holiday must be declared and/or approved by the Board of Commissioners of Marion County to qualify under this provision as a legal holiday.

Section 2. Weekend Holidays.

Employees whose normal workweek is Monday through Friday:

Whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday. Employees working on an irregular workweek shall receive the same number of holidays as employees working the regular Monday through Friday workweek. Holidays, which occur during paid vacation or sick leave with pay, shall not be charged against such leave.

Employees whose normal workweek is other than Monday through Friday:

Whenever a holiday falls on an employee's non-workday, the employee may observe the holiday on any day within the same week; the day of observation will be set with supervisor approval. When a holiday falls on a Monday or Friday giving the majority of County employees a three (3)-day weekend, employees whose days off are other than Saturday or Sunday may, with supervisory approval, choose to take the day preceding or the day after their weekend off as a holiday in lieu of taking the actual holiday, thus giving them a three (3)-day weekend.

Section 3. Holiday Pay. If an employee is required to perform work on holidays which fall within the employee's workweek, the employee shall be compensated in pay at the rate of time and one-half (1 ½) for all hours worked on the holiday in addition to the normal rate of pay (holiday compensation) for the

number of hours the employee would be compensated if the holiday was taken as time off. Compensation for holidays will be provided to regular part-time employees whose budgeted full time equivalent (FTE) is equal to or greater than 0.5 (50%) for County personnel, and such compensation shall be based on the same proportion.

ARTICLE 7 – VACATION LEAVE

Section 1. Vacation Accumulation. After having served in the County service for six (6) consecutive full months, full-time employees shall have access to accrued vacation leave. Vacation leave shall be credited as follows:

	Days Per Year	Hours Per Pay Period
WORK HOURS PER WEEK	40	40
Day one through 3rd year of continuous service	17	5.231
After third (3rd) year of continuous service through fifth (5th) year	18	5.538
After fifth (5th) year of continuous service through tenth (10th) year	19	5.846
After tenth (10th) year of continuous service through fifteenth (15th) year	22	6.769
After fifteenth (15th) year of continuous service through twentieth (20th) year	24	7.385
After twentieth (20th) year of continuous service	27	8.308

Section 2. Continuous Service. Continuous service (for the purpose of determining eligibility for accelerated vacation accumulation rates) shall be service unbroken by separation from the County service, except that time spent by an employee on military leave, on an authorized leave of absence with pay, or on a leave without pay resulting from a compensable workers' compensation claim shall be included as continuous service. Time spent on other types of authorized leave will not count as part of continuous service except employees returning from such leave, or employees who were laid off shall be entitled to credit for service prior to the leave. For the purposes of this article, except as noted above, any month in which an employee has more than ten (10) working days of leave without pay shall be considered as a non-continuous month for the purpose of determining credits.

Section 3. Part-Time Employees. Vacation leave shall be earned by each regular, part-time employee whose budgeted FTE is equal to or greater than 0.5 (50%). Vacation leave shall accrue in an amount proportionate to that which would be accrued under regular, full-time employment (1.0 FTE).

Section 4. Scheduling Vacations. Employees shall be permitted to choose either split or entire vacation periods. Whenever practicable and consistent with the needs of the County and the availability of vacation relief, employees shall have the right to select vacation times. Seniority shall prevail in the event of conflict between employees over choice of vacation days, but each employee shall be permitted to exercise their right of seniority only every other year.

The County shall notify employees within two (2) weeks of such request, provided employees request time off at least four (4) weeks prior to the beginning of the desired time off, as to whether or not such requests will be granted and, in the event such requests are not granted, the reasons for failure to grant them.

Section 5. Accumulation of Vacation Credits. Employees shall not accumulate vacation leave in excess of two hundred and fifty (250) hours. In addition, in the last year of employment, prior to retirement, the employee will be able to cash in up to fifty (50) hours of vacation. The employee will be responsible to notify the employer in writing of their intent to retire to exercise this provision. This is a one-time option. Any employee who reaches the maximum vacation accumulation shall be so notified by the appointing authority and such employee may, by notifying their appointing authority five (5) working days in advance, absent themself to prevent loss of this time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay. Any employee, who is granted a leave of absence without pay, shall first be scheduled for any vacation leave and/or compensatory time, which have accrued to their credit before they commence leave without pay.

Section 6. Transfer Credits and Terminal Vacation Pay.

A. When an employee is transferred to or appointed to another department of the County, their vacation credit shall be assumed by the new department.

B. An employee, who terminates during the initial six (6) months of their employment shall not be entitled to cash compensation in lieu of vacation leave. If the employee has served six (6) full calendar months and is separated from the County service, the employee shall be entitled to cash compensation at the appropriate hourly rate set forth in the conversion table included in the County compensation plan for accrued vacation leave. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

Section 7. Vacation Cash Out. If an employee has accumulated at least three (3) weeks of vacation leave, the employee may choose to cash out one (1) week of vacation. This option is limited to one (1) occurrence per fiscal year.

Section 8. Compensation Credits. Each employee shall receive two (2) normal workweeks of vacation, to be taken as leave with pay or pay at the employee's option. The employee shall receive compensation for normal workweeks at the employee's regular hourly rate of pay. The employee must exercise this option within each fiscal year. Computations will be based on the employee's rate of pay at the time of the request. This benefit will not be available to any person who has not been employed by the County for at least one year unless the person has completed their trial service period of employment prior to the end of the fiscal year.

If an eligible employee elects to receive the credits as pay, it must be paid in increments equal to one workweek. No partial pay (less than one workweek) is allowed. If an eligible employee elects to receive the credits as vacation, it may be scheduled one (1) day at a time or as regularly scheduled hours for that day, subject to the approval of the department head. This benefit is to be used by the employee based on

the individual's employment status as of July 1 of each fiscal year. If the employee completes their trial service period prior to the end of the fiscal year, the benefit will be prorated for that period between the employee's continuous service date and the end of the County's fiscal year.

Employees hired on or after July 1, 2008, will not receive compensation credits. In lieu of receiving compensation credits, new employees will receive a higher rate of pay generated by rolling the value of the compensation credits (3.84%) into the base rate of pay.

Section 9. Opting Out of Compensation Credits. Employees hired before July 1, 2008, may make a one-time permanent election to opt-out of compensation credits provided in Article 7, Section 7 in return for the higher salary provided for in Section 7. Once enrolled in this program, this is a permanent decision and an employee may not return to receiving compensation credits and pay at the lower salary schedule.

ARTICLE 8 – SICK LEAVE

Section 1. The County will follow any and all Oregon State sick time laws and regulations. The benefits provided in this article shall run concurrently with the County's statutory and regulatory obligations.

Section 2. Accumulation. Sick leave shall be earned by each employee in a regular, full-time position at the rate of three point six nine three (3.693) hours per pay period and may be accumulated without limit. Sick leave shall be earned by each part-time employee whose budgeted full time equivalent (FTE) is equal to or greater than 0.5 (50%). Such sick leave accrual will be proportional based on the employee's FTE and may be accumulated without limit. Sick leave shall not accrue if the employee is in leave without pay status the entire pay period. When an employee is transferred or appointed to another department of the County, sick leave credit shall be assumed by the new appointing power.

Section 3. Utilization. Employees may utilize their earned sick leave accruals when unable to perform their work duties for any reason protected under Oregon or Federal law. The County's Protected Leave Policy will at all times comply with Oregon and Federal law and include a full explanation of the qualifying events for use of sick leave. An up-to-date version of the policy is available at www.co.marion.or.us/BOC/Pages/policies.aspx under the Human Resources header. Sick leave time exceeding five (5) workdays will require evidence that the employee was under a doctor's care or that the leave was otherwise protected. If an employee exhibits a pattern of repetitive sick leave utilization, the appointing authority may require certification of a physician or practitioner to substantiate that an illness or injury of less than five (5) consecutive workdays prevents the employee from working.

A sick leave request may be disallowed by the employer if just cause exists to show that the employee is not using sick leave in compliance with this section.

Section 4. Required Physician Examination. Should an employee be required by the County to undergo a physical examination, the County shall bear the expense of such examination.

Section 5. Family. The definition of family member will be as defined by the appropriate Oregon and/or Federal law protecting the leave use. The County's Protected Leave Policy will at all times comply with Oregon and Federal law and include relevant definitions of family. An up-to-date version of the policy is available at www.co.marion.or.us/BOC/Pages/policies.aspx under the Human Resources header.

Section 6. Sick Leave Without Pay. Upon application of an employee and recommendation of the department head, the health administrator may authorize sick leave without pay not to exceed one year's duration. Sick leave without pay shall not be granted until all earned sick leave has been exhausted. From time to time, the appointing power may require that the employee submit a certificate from the attending physician or practitioner. In the event of a failure or refusal to supply such certificate or if the certificate

does not clearly show sufficient disability to preclude the employee from performance of duties, such sick leave shall be canceled and the employee may be disciplined or dismissed.

In the event the employee applies for any leave under the provisions of the federal Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), any leave granted under the provisions of this section shall be counted against leave granted under those laws. FMLA leave also counts as OFLA leave and reduces benefits simultaneously, as specified by law.

Section 7. Notification. Any employee, who is ill and unable to report to work, shall make a reasonable effort to notify their immediate supervisor at least thirty (30) minutes prior to their reporting time. In case of a continuing illness, the employee shall keep their immediate supervisor advised of their inability to report to work.

Section 8. Separation. No compensation for accrued sick leave shall be allowed for any employee when they separate from County service.

Section 9. Leave Credit Following Reemployment or Reinstatement. An employee, who is reemployed following a hearing, layoff, or an expiration of leave without pay, shall have sick leave credits accrued during the previous employment restored. An employee, who is reinstated within a 12-month period after voluntary separation, may have up to one-half (1/2) of their previously accumulated sick leave credits restored as determined by the County.

Section 10. Sick Leave Conversion. Regular, full-time employees who have accumulated at least one hundred ten (110) hours of sick leave may convert a minimum of twenty-four (24) hours to three (3) personal days. If the employee is working an alternative 4/10's schedule the conversion shall be calculated at thirty (30) hours of sick leave to three (3) personal days. The converted hours cannot be cashed out and will not be paid out upon termination of employment. Employees are allowed to exercise this sick leave conversion option only once per calendar year, during the life of this agreement as long as they continue to meet the schedule and accumulation requirements at the time of each request. Personal days are to be taken during the calendar year in which they were converted and may not be carried forward into the following year. The personal days shall be scheduled in accordance with Article 7, Section 4, Scheduling Vacations.

ARTICLE 9 – OTHER LEAVES

Section 1. Other Leaves of Absence with Pay. An employee holding a position in the County service shall be granted a leave of absence with pay for:

A. Service with a jury;

B. A job-related appearance before a court, legislative committee or judicial or quasi-judicial body, as a witness in response to a job-related subpoena or other direction by proper authority;

C. Attendance in court in connection with an employee's officially assigned duties, including the time required going to the court and returning to their headquarters; or

D. Other authorized duties in connection with County business.

Employees, who are excused from jury service or court appearance before the end of their workday, shall immediately report their availability for assignment to their supervisor. All jury and witness fees, except mileage and meals received by the employee, shall be turned over to the County.

Section 2. Other Leaves of Absence without Pay. In instances where the work will not be seriously impeded by the temporary absence of an employee, the governing body, upon the recommendation of the department head, may authorize a leave without pay of appropriate duration. Request for such leave must be in writing and must establish reasonable justification for approval of the request. An employee on such authorized leave of absence shall not be considered to be on the payroll of the employer, for payroll purposes only, during the period of the leave. Such leave will not be approved for an employee who is accepting employment outside the County service. Except for educational leave of three (3) months or less duration, any employee who is granted a leave of absence without pay shall first be scheduled for any vacation leave that has accrued to their credit before they are placed on leave without pay.

Section 3. Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes.

Section 4. Failure to Return from Leave. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the employer, and their position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of their leave of absence, has furnished evidence that they are unable to return to work by reason of sickness, physical disability or other legitimate reasons beyond their control. For reasons of sickness or physical disability, such leave requests shall be reviewed under Article 8, Section 5. For reasons not related to medical issues, such leave requests shall be decided by the department head and shall not exceed one (1) year.

Section 5. Absence Without Leave. An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this agreement shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action.

Section 6. Protected Leave. Employees who meet the statutory and policy requirements, shall be eligible for protected leave in the form of family, medical, domestic violence, and military leave in conformance with the Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFLA), Oregon Victims of Certain Crimes Leave Act (OVCCLA), and Oregon Military Family Leave Act (OMFLA). Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

Section 7. Bereavement Leave. The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. The County's Protected Leave Policy will at all times comply with Oregon and Federal law and include the length of bereavement leave. An up-to-date version of the policy is available at www.co.marion.or.us/BOC/Pages/policies.aspx under the Human Resources header. The County shall provide for three (3) work days paid bereavement leave for each family member which shall count towards the statutorily mandated leave if the employee qualifies. The remaining bereavement leave approved shall be charged to accumulated leave in accordance with the Marion County Personnel Rules.

Section 8. Personal Days. Regular employees whose budgeted full-time equivalent (FTE) is equal to or greater than 0.5 (50%) are entitled to two(2) paid personal days each calendar year. Such days are to be taken during the calendar year in which the days are earned and may not be carried forward into the following year. The personal days shall be scheduled in accordance with Article 7, Section 4, Scheduling Vacations.

Section 9. Day After Thanksgiving or Christmas Eve.
In each calendar year, the employee may choose to take one (1) paid full day off on either the Day After Thanksgiving or Christmas Eve, with prior supervisor approval. The day not chosen by the employee will become a workday.

Day After Thanksgiving
Effective July 1, 2026, the County agrees to grant Day After Thanksgiving as a paid full regular day off for regular employees in the County service. This day off shall not be regarded as hours worked for the purpose of computing overtime hours for eligible employees

If an employee is required to perform work on Day After Thanksgiving, the employee shall be compensated in pay at the rate of time and one-half (1 ½) for all hours worked that day.

Christmas Eve

Effective July 1, 2026, the County agrees to grant Christmas Eve as a paid full regular day off for regular employees in the County service. This day off shall not be regarded as hours worked for the purpose of computing overtime hours for eligible employees.

If an employee is required to work on Christmas Eve, the employee shall be compensated in pay at the rate of time and one-half (1 ½) for all hours worked that day.

ARTICLE 10 – HEALTH AND WELFARE

Section 1. Marion County Benefit Plan. Marion County shall, within the maximum contribution provided by the County, attempt to provide the best value, most effective health, dental and vision benefits available for employees and their families. Employees will be allowed to use a Section 125 plan for health care, dependent care, transportation expenses, and health insurance premium expenses, as allowed by law.

Section 2. Insurance/Retirement Benefits.

A. Life Insurance. The County will pay the full premium for life and accidental death and dismemberment insurance equal to the employee's base annual salary.

B. Long-Term Disability. The County will pay the full premium for long-term disability benefits equal to 66 2/3% of employee's base earnings.

C. Employee Assistance Program (EAP). The County will pay for an Employee Assistance Program that provides for confidential counseling sessions for benefits-eligible employees and their covered dependents, subject to the limitations of the EAP plan.

D. Optional Insurance Benefits. Employees desiring to participate in other optional insurance programs currently authorized by the Board may do so at their expense with payroll withholding. Employees on a non-paid leave status must make their own arrangements with Marion County's Payroll Division to continue insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers.

E. Retirement.

(1) PERS/OPSRP. The County will maintain membership in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP). The County will contribute six percent (6%) of eligible employee's wages to be remitted to Oregon PERS. After any required adjustments, Oregon PERS will distribute the net amount to the employee's Individual Account Program (IAP). The employee shall have no option to receive the amount withheld and contribute directly instead of having it paid by the County to the IAP. Subject to the provisions of Oregon law, the County will participate in the sick leave conversion program under PERS.

(2) 457 Deferred Compensation Plan. Employees have the option to participate at their expense in the Marion County 457 Deferred Compensation Plan. A financial provider invests employee contributions from payroll withholding into an investment account. The County sponsors plans with Board-approved financial providers.

Section 3. Health Insurance Study Committee.

The purpose and function of the Health Insurance Study Committee will be as follows:

A. To provide plan design recommendations for health, dental, and vision plans within the County contribution level as closely as possible.

B. To provide plan design recommendations that provides incentives for employees to be cost-effective health, dental, and vision benefit consumers.

C. To explore a variety of options and plan designs available at rates within the County contribution level as closely as possible.

D. To develop recommendations for incentives for employees and families to participate in wellness activities and maintain healthy lifestyles.

E. To develop recommendations to provide health, dental, vision and wellness communications to County employees and their families to encourage them to be effective medical consumers.

F. The committee will try to reach a consensus on recommendations for medical, vision and dental plan designs. If unable to reach a consensus, the committee will, by three-fourths vote, reach agreement on recommendations. If unable to reach agreement by consensus or vote, the benefits and risk manager will provide recommendations to the Board of Commissioners for adoption by October 1st of the calendar year preceding the benefit plan year.

G. The committee shall be composed of fourteen (14) voting members: seven (7) representatives from the Employer, four (4) representatives from MCEA, one (1) representative from ONA, one (1) representative from FOPPO, and one (1) representative from MCJEA.

H. Meetings shall be held at least quarterly. Employees shall be allowed release time in accordance with Article 16. No overtime shall be paid for attendance at these meetings.

Section 4. Employer Health Insurance Contributions.

A. Effective the first of the month following ratification the County agrees to contribute up to one thousand eight hundred ninety-six dollars ($1,896) per employee, per month, for health, dental, and vision benefits for the remainder of benefit plan year January 1, 2026, to December 31, 2026.

B. The County agrees to contribute up to two thousand one hundred dollars ($2,100) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2027, to

December 31, 2027.

C. The County agrees to contribute up to two thousand two hundred fifty dollars ($2,250) per employee, per month, for health, dental, and vision benefits for the remainder of benefit plan year January 1, 2028, to December 31, 2028.

ARTICLE 11 – WORKERS' COMPENSATION

The employee is covered by workers' compensation, either insured or self-insured, under the County workers' compensation program (described in the Injured Worker Policy), which can be accessed on the intranet page for risk management.

ARTICLE 12 – WAGES

Section 1. Compensation Plan. The County has adopted a compensation plan under which employees covered by this agreement have been and shall continue to be compensated. Compensation Plans can be accessed on the Intranet page for human resources.

Section 2. Administration of Compensation Plan.

A. Rates of Pay. Each employee shall be paid at one of the rates in the salary range for the classification in which they are paid. Employees will be compensated at an hourly rate. The most current pay plan can be found at www.co.marion.or.us/HR/Pages/payplan.aspx#.

B. Entrance Salary. Normally, an employee will be appointed or reinstated at the entrance rate for the classification. If an appointing authority believes it is necessary to make an appointment or reinstatement above the entrance rate, the appointing authority may do so if allowed by the Marion County Personnel Rules.

C. Merit Increases. Merit increases shall be based on satisfactory service. Employees shall be eligible for in-range merit increases on their established anniversary date until such time as an employee has reached the top step of the classification in which they were employed. The eligibility date, for the purpose of this section, shall be the date upon which the employee is granted their first in-range merit increase to the second step of their salary range. This eligibility date may be changed as a result of the timing of future in-range merit increases, promotions or reclassifications.

D. Eligibility For Merit Increases. The County will create a longevity pay element to reward employees' tenure with the County. Employees who meet the current longevity eligibility requirements within the CBA, and those employees who are currently receiving longevity pay, will move to the new pay element effective the first full pay period in January of 2028. Once an employee has attained their corresponding longevity it will not be removed after a reclassification, salary adjustment, or promotion.

   Regular employees shall be eligible for Longevity 1 pay element at five percent (5%) after being on Step 7 of the current pay range for one (1) full year AND employed with the County for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 pay element at ten and one-quarter percent (10.25%) after being on Longevity 1 of the current pay range for a full year AND employed with the County for a minimum of fifteen (15) years. Regular employees shall be eligible for Longevity 3 pay element at twelve and three-quarters percent (12.75%) after being on Longevity 2 of the current pay range for a full year AND employed with the County for a minimum of twenty (20) years.

E. Movement to a Higher Classification. When an employee is promoted or reclassified to a position in a classification with a higher maximum salary rate, they shall be placed on an actual step in the new range, which will provide a minimum of a 5% increase, or to the minimum of the new range. The date of such promotion or reclassification shall establish a new anniversary date for subsequent salary increases.

F. Movement to a Lower Classification. If an employee is reclassified to a position in a classification with a lower salary range, their salary rate may remain the same if it is within the salary range of the lower classification. If the employee's current salary rate is not within the lower salary range, the reduction in wages shall not occur until one year after the effective date of the reclassification. The anniversary date does not change as a result of the movement to a lower classification.

G. Demotion. Employees who voluntarily demote or are demoted for cause shall be placed in the new range at a step closest to the former rate of pay without resulting in a pay increase. The anniversary date does not change as a result of the demotion.

H. Reassignment. A reassignment occurs when an employee moves from one position to another position in the same classification and department without going through the recruitment process. An employee who seeks reassignment must submit a written request to the appointing authority. If more than two employees request reassignment to the same position, the appointing authority will decide which employee to reassign.

When an employee is reassigned to another position in a classification with the same salary range, their rate of pay remains the same. Such employee shall retain their anniversary date for salary increases and continuous service date for seniority. There is no additional waiting period to access compensation credit, vacation pay or personal days following reassignment. If the employee completed the initial service period before the reassignment, the County will not require the employee to complete a new initial service period. If the employee did not complete the initial service period before reassignment, the employee must complete the remainder of the initial service period in the new position.

I. Salary Range Adjustment. The Board may make, in addition to general salary range changes negotiated between the Board and the Association, adjustments in a salary range or ranges as it determines necessary to attract and hold competent personnel or to provide pay equity between the various classifications.

J. Working Out of Classification (Acting in Capacity). Any employee temporarily designated to act in the capacity of a position in a classification higher than the employee's regular classification, shall receive a one (1) step pay increase or the minimum step of the higher range whichever is greater, for actual hours worked in the higher classification. Working out of class on a full-time, continuous basis is

limited to six (6) consecutive months unless conditions warrant extension, which must be approved by the personnel officer. Positions under filled for training or development purposes and training assignments voluntarily agreed to by an employee shall not be subject to this section.

K. Shift and Weekend Differential. Regular employees working evenings and/or nights shall receive differential pay of two dollars ($2.00) per hour. Shift differential shall be paid for all regularly scheduled time which falls between the hours of 6:00 p.m. to 6:00 a.m. on weekdays and all hours worked on Saturday and Sunday. Employees whose regularly scheduled shift does not fall between the hours of 6:00 p.m. and 6:00 a.m. will not receive a shift differential, even if they are required to work past the hour of 6:00 p.m.

L. Call Back Pay/Weekend Work. Employees who are called in to work or who are required to work on the weekend (other than regular scheduled rotation plan) shall be compensated for the time worked at one and one-half (1½) times their straight time hourly rate provided, however, that such employees shall be paid for a minimum of three (3) hours for each occasion.

M. Standby Compensation. The employee shall receive two dollars and three cents ($2.03) per hour as standby compensation for those hours the employee is assigned to standby duty and required to carry a County device (or as mutually agreed upon by the County and employee to be contracted by personal phone in lieu of carrying the County device) and make themself available during non-working hours as described above.

N. After Hours Consultation. Employees who take a phone call outside of their regular work schedule and are not assigned to be on standby shall be paid at their regular rate of pay in fifteen (15)-minute increments. If a person giving advice by phone talks for less than fifteen (15) minutes, they shall be paid for fifteen (15) minutes. If a person giving advice by phone talks for twenty-five (25) minutes, they shall be paid for thirty (30) minutes, etc. Multiple calls less than fifteen (15) minutes between the end of the first (1st) and beginning of the second (2nd) (or more) call(s) will be considered one (1) call.

Section 3. Overtime.

A. Policy. It is the policy of the County to reduce to a minimum overtime work. The governing body, in coordination with the department heads, shall formulate rules for the allowance or denial of overtime work. If, in the judgment of a department head, work in excess of the workday or workweek, as established by the County, is required, they may authorize such overtime. Abuse of unauthorized overtime may be subject to discipline.

B. Definition of Overtime. Except as a result of shift rotation, overtime shall be considered as time worked in the employee's regular position in excess of forty (40) hours in a week or over ten (10)

hours in a workday for full-time employment. For the purposes of this section, time spent on holiday, jury duty, or paid sick leave shall be considered as time worked.

C. Overtime Compensation. Compensation for overtime shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay. An employee may choose to be paid in cash or compensatory time. Compensatory time may accumulate to a maximum of 48 hours. Compensatory time must be taken as leave or paid in cash within one (1) year of accrual. Such payment shall be at the employee's rate of pay that is being earned at the time of payment. When an employee is terminated, they shall be given cash compensation for the overtime they accrued. The salary conversion table contained in the Pay Plan shall be used as a basis in computing the overtime cash compensation for employees.

Section 4. Current nurses who work less than fifty percent (50%) will be paid two (2) additional salary steps until such time as they qualify for fringe benefits. When the nurse qualifies for fringe benefits, their salary will be reduced by two (2) steps.

Section 5. Preceptor Pay.

A. Student Nurses. For student nurses doing a practicum with written objectives, the nurse overseeing, managing and evaluating the practicum student will receive a five percent (5%) differential for all hours that the student nurse works with the nurse. If multiple nurses work with a student nurse, each nurse will be compensated for the hours spent training the student nurse.

For student nurses doing an observation or shadow, the nurse will not receive the differential unless there is a written objective with a specific skill for the student nurse to learn. If there is a specific skill to be taught and the student to perform, then the nurse will receive a five percent (5%) differential for the time spent on that specific task.

B. New Employees & Current Employees Changing Service Areas. For new nurses or nurses changing service areas, if there is a specific skill that the employee must be taught, then the nurse providing that training will receive a five percent (5%) differential for the time spent on that specific task.

Preceptor pay must be pre-authorized by the supervisor in writing and will not be paid for orientation functions such as understanding policies, learning to access computer programs, learning routes and schedules, showing the nurse around the work area, learning about County/department practices & forms, etc.

Section 6. Cost-of-Living Adjustment. Effective September 13, 2026, employees shall receive a two percent (2%) cost-of-living adjustment. Effective July 1, 2027, employees shall receive a two percent (2%) cost-of-living adjustment.

Section 7. Bilingual Skills. Employees, whose regular duties include the use of bilingual skills and who are assigned to translate or assist in translation or otherwise use their bilingual skills by their supervisor, shall receive a five percent (5%) differential for all hours worked. Eligibility for the differential will be based on passing a valid, reliable, professionally recognized foreign language test.

ARTICLE 13 – RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS

Section 1. Overpayments. In the event that an employee receives wages or benefits from the County to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the County shall recover the overpayment as follows:

a) Provide written notice of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid, within ten (10) calendar days from the date of discovery.
b) The County shall be limited in using the payroll calculation and deduction process to a maximum period of two (2) years before the notification.
c) Overpayments of five percent (5%) or less of an employee's biweekly gross salary will be recovered in one (1) lump sum on the next available pay period.
d) For overpayments exceeding five percent (5%) of an employee's biweekly gross salary, employees shall make arrangements for the return of overpayments in biweekly amounts of five percent (5%) of the employee's biweekly gross salary through payroll deduction, beginning on the next available pay period, until the amount is paid in full, provided that the amount of the overpayment exceeds five percent (5%) of the employee's biweekly gross salary.
e) Nothing in this Section shall preclude an agreement for immediate restitution.
f) An employee who disagrees with the County's determination that an overpayment has been made to the employee, may grieve the determination through the grievance procedure.
g) If an employee leaves Marion County prior to full recovery of the overpayment, the balance owing shall be deducted from the employee's final paycheck.
h) This Article does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time. This includes, but is not limited to collection efforts and correcting adjustments.

Section 2. Underpayments. In the event the employee does not receive the wages or benefits to which the employee was entitled which the record/documentation has for all times indicated, the employee may report such underpayment to the Employer. All confirmed underpayments shall be repaid in accordance with State wage and hour laws, pursuant to ORS 652.120. The County shall correct such underpayment made within a maximum period of two (2) years before the notification.

ARTICLE 14 – TRAVEL ALLOWANCES

Section 1. Cost of In-State Transportation. All in-state travel booking must be approved in advance. The cost of transportation shall be reimbursed according to the terms of this agreement. Itemized receipts shall be submitted with the claims for reimbursement for air, train or bus travel, and reimbursement for private automobile transportation. Mileage reimbursement for the use of private vehicles shall be at the current standard IRS mileage rate for business use of an automobile. Mileage shall be computed from either actual odometer readings or from an online mapping tool. Travel arrangements will be made by the County and paid directly. In the event employees must pay their own travel expenses, reimbursement is on an actual cost basis. Where employees elect to drive private automobiles in lieu of plane or train transportation, reimbursement will not exceed the best available airfare on the day air travel would normally be booked.

Section 2. Cost of Out-of-State Transportation. All out-of-state travel must be approved in advance by the health administrator. Only travel for which funds are available may be approved. Written requests for authorization of out-of-state travel must be submitted fifteen (15) days prior to the proposed travel. Requests submitted less than fifteen (15) days in advance must be accompanied by an explanation of the emergency.

Section 3. Cost of Lodging and Meals. During approved travel related to County business, meals and incidentals will be paid for by either a procurement card ("PCard") or per diem rate. When a PCard is not used, the County shall reimburse the actual cost of lodging, meals and other related transportation expenses on an actual cost basis up to the US Government General Services Administration (GSA) Per Diem rate. Except in the case of an emergency, the employee shall receive prior approval for all anticipated expenses. In order to receive reimbursement, an itemized receipt must be provided for all expenses. The employer reserves the right to deny expense claims for such things as personal gifts, alcohol, entertainment or excessive expenses.

Section 4. The supervisor and the nurse may negotiate the reimbursement of expenses incurred for attendance at voluntary education, training conferences, or meetings.

Section 5. Mandatory training is fully reimbursable subject to Sections 1, 2, and 3 above.

ARTICLE 15 – HEALTH AND SAFETY REGULATIONS

Section 1. The County shall make reasonable provisions and exercise due consideration regarding the health and safety of its employees during the hours of their employment. Employees shall follow County safety regulations and traffic laws and shall use safety equipment provided by the County. Employees shall be encouraged to report to their supervisors unsafe and potentially hazardous conditions.

Section 2. The County shall maintain clean and sanitary places where the employees report to work and provide proper shelter against the elements as well as safety measures as provided for in the Oregon Safe Employment Act.

Section 3. The County shall continue to provide gloves and any other equipment required by Oregon Occupational Safety and Health Division (OR-OSHA).

Section 4. Employees may refuse to operate any equipment or ride in or on any vehicle they believe is unsafe until the equipment has been mutually inspected and/or corrected by the employee and their immediate supervisor and/or qualified person. If, after such inspection, the equipment is determined by the supervisor and/or other qualified person to be safe, the employee may not refuse to operate the equipment. Employees shall not be disciplined for refusal to operate believed unsafe equipment nor shall refusals to operate such equipment be construed as insubordination this Section has been complied with unless an emergency situation exists.

Section 5. All County owned vehicles will be inspected at least annually by a person qualified to perform such an inspection as designated by fleet management. A written evaluation of this safety check will be maintained by Fleet.

Section 6. Employees may refuse to perform an unsafe assignment, based on the employee's reasonable professional judgment. If an employee believes an assignment is unsafe, the employee will notify their supervisor. The supervisor will take steps to address the safety concerns of the employee or make the determination that the assignment is safe. If the assignment is deemed safe, then the employee may not refuse the assignment. However, employees shall not be disciplined for reasonable refusals to perform an unsafe assignment nor shall reasonable refusals to perform such assignments be construed as insubordination.

ARTICLE 16 – DISCIPLINE AND DISMISSAL

Section 1. Disciplinary action may be imposed upon an employee only for just cause using the principles of progressive discipline.

Section 2. If disciplinary action is to be taken against an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline may include but not be limited to:

A. Oral Reprimand. This is a warning procedure rather than a disciplinary one and should serve to forestall the employee from being placed in such a position that a more severe form of formal penalty must be used.

B. Written Reprimand. The written reprimand is also a warning procedure. However, the written reprimand is used to put the employee on official notice that future abuse will result in a more severe form of action.

C. Suspension Without Pay. Suspensions are a commonly used form of discipline after an oral and written reprimand. However, it can be used sooner based upon the severity of the misconduct. The County may suspend an employee for disciplinary reasons for a period not to exceed thirty (30) days at any one time by notifying the employee and stating the reasons for this suspension in writing. An employee may acquire no seniority during the period of suspension, regardless of the length of suspension.

D. Reduction In Pay. Reductions in pay for limited periods of time will be used as a sanction against employees in lieu of suspension generally after an oral and written reprimand. It can be used without previous discipline if the nature and severity of the misconduct warrant the discipline. Employees will be placed on steps in any pay reduction and the reduction will not exceed one (1) year.

E. Demotions. Demotion, both in pay and to a lower classification, may be used as a form of discipline when dismissal is not warranted or when the appointing power believes that the employee has the potential for correcting conduct. Such action shall be subject to the rules governing demotions.

F. Dismissal. The County may dismiss for just cause any regular employee under the County's jurisdiction. The Employer may omit steps of progressive discipline if the employee's misconduct is of such severity that an immediate dismissal action is required.

Section 3. Due Process Notice and Meeting. In any discipline resulting in dismissal, suspension, or

reduction of pay, before the imposition of such discipline, employees shall receive:

A. A statement of improper conduct, inadequate performance, or other cause for discipline engaged in by the employee; and

B. A statement that suspension, reduction in pay or dismissal is being considered as a possible sanction to the stated improper conduct, inadequate performance or other cause; and

C. A statement of the time within which the employee may choose to respond to the statement of cause and statement of discipline under consideration.

An employee who has been notified that suspension, reduction in pay, demotion or dismissal is under consideration must be given this notice at least two (2) full working days prior to the date of the due process meeting to respond to the statements in the notice including providing mitigating evidence. The steward may request an extension that will not exceed three (3) additional full working days. The County and the Association may, by mutual agreement, extend the time to respond past the two (2) or five (5) days.

An employee may then be suspended, reduced in pay or dismissed if:

(1) The employee has responded to the statements in the notice that suspension, reduction in pay or dismissal is under consideration and the employee's response has been received and reviewed by the appointing power; or

(2) The employee has not responded to the statements in the notice within the time stated in the notice that suspension, reduction in pay or dismissal is under consideration.

Suspension, reduction in pay or dismissal shall be by written notice to the bargaining unit chairperson, the ONA representative and the employee. Suspension, reduction in pay or dismissal may be effective upon delivery of notice of discipline to the employee or upon any stated time thereafter. The department management shall consult with the County counsel and human resources prior to the imposition of a suspension, reduction in pay or dismissal.

Section 4. Employees may grieve oral and written reprimands to Step 3 of the grievance procedure. If unresolved, they will be considered withdrawn without prejudice by the Association. Any notes concerning the oral reprimand or any documentation of a written reprimand shall be removed from the employee's file three years after the discipline is issued per the request of the employee and if no other similar incident occurs. After removal, the oral or written reprimand shall not be used as evidence in any subsequent grievance or arbitration. Any suspension, reduction in pay or dismissal shall be grieved within ten (10) calendar days of the effective date of the action at Step 3 of the grievance procedure.

ARTICLE 17 – GENERAL PROVISIONS

Section 1. Non-Discrimination. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, national origin, Association membership, political affiliation, or any other protected status in accordance with state or federal law. The Association and the County shall equally share the responsibility for the application of this provision.

The Employer and the Association agree not to interfere with the rights of the employees to become members or refrain from becoming members of the Association, and there shall be no discrimination, interference, restraint or coercion by the County or the Association or any employer or Association representatives, against any employee because of Association membership or non-membership.

All Association activities shall be conducted in a manner which will not interfere with the effectiveness and efficiency of the employer's operations in serving and carrying out its responsibility to the public. There shall be no soliciting of employees for Association membership during working hours when such soliciting would interfere with the performance of an employee's duties.

Section 2. Bulletin Boards. The employer agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with employees.

The Association shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Association. Such posting shall not be of a public political nature.

Section 3. Meetings. Meetings between the Employer and the Association may be held, if practicable, during regular working hours, on the premises of the Employer and without loss of pay to authorized participating employees. The number of participating employees representing the Association, exclusive of any aggrieved employee, shall be limited to two (2) without loss of pay.

Section 4. Negotiations. Negotiations between the parties, as provided by the termination article of this agreement, shall be scheduled to commence at mutually agreeable dates and times. The Association's bargaining committee shall be limited to three (3) members of the Association on pay status.

Section 5. New Employee Orientation. A representative of the Association shall be granted time off with pay for a presentation on behalf of the Association during the new employee orientation if any bargaining unit employees will be in attendance. All newly hired bargaining unit employees shall be provided the opportunity to attend the presentation without a loss in pay. The purpose of the presentation shall be to identify the organization's representation status, provide information on the Association and distribute

and collect membership applications. The County will inform the bargaining unit chairperson and ONA Labor Representative by the Friday before orientation if any bargaining unit member will be present.

Section 6. Strikes and Slowdowns. The Association agrees not to participate in or sanction any strike, slowdown, walkout, refusal to report to work, or interruptions of work or picketing during the term of this agreement. The County agrees not to lock out employees during the term of this agreement.

Section 7. Use of County Equipment. Association officers, stewards and committee representatives shall have the right to use County equipment including, but not limited to, copy machines, computers, and e-mail. The supervisor will not unreasonably deny approval unless it adversely affects the functions, services and operations of the department. Computer use shall be limited to those currently authorized to use such equipment and limited to designated County hardware and software. All such computer use shall be in compliance with current County policy. The Association shall pay for the cost of supplies and material related to such use when required.

Section 8. Performance Evaluations. A merit rating of an employee's job performance shall be completed annually.

Section 9. Job Sharing.

A. Job sharing may be permitted provided it does not result in a serious negative impact on service delivery and will not increase the cost of one full-time position (including benefits). Any employee who wishes to work in a job share position may make such a request to the department head. The department head may approve or deny the request based on the operating requirements of the department.

B. The employees must voluntarily request job sharing positions and the employees must be suitable and qualified for said job sharing position. In no instance will the cost of one full-time position (including benefits) exceed the cost of one position filled by job sharing.

C. Employees participating in a job share position will receive benefits in accordance with the provisions of this Contract. However, if the employees share a position equally (50-50) each employee shall be eligible to receive one-half (1/2) of the medical and dental insurance plus prorated leave benefits. Each employee shall be required to pay, through payroll deduction, one-half (1/2) of the cost of the benefit. The total cost of the job share position shall not exceed one full-time equivalent (FTE) position. If either employee declines the County provided medical and dental insurance, the other employee may choose to receive the full benefit of the medical and dental insurance.

D. The medical and dental benefits cannot be split whereby one employee receives the full medical benefit and the other receives the dental benefit. The employees may agree, however, that one

employee can receive all the benefits and the other employee will receive none of the benefits.

E. When a vacancy occurs in a (50-50) job share position or when a job share position is approved, the benefits shall be distributed equally (50-50) unless the employees notify the Human Resources Division that the benefits are to be distributed in a different manner. Changes in the distribution of benefits may only occur once each year during the open enrollment period or when a vacancy has occurred.

Section 10. Flexibility of Practice. For flexibility of practice and under the authority and rules for nursing practice, advanced practice activities may be undertaken by nurses, who have received the necessary orientation and training.

ARTICLE 18 – EDUCATIONAL ASSISTANCE

The County will make a good faith effort to allow up to an average of forty (40) hours per year for all training and education activities for full-time Nurse Practitioners and up to an average of twenty-four (24) hours per year for full-time nurses which are directly related to the employee's responsibilities. Those working less than full-time are eligible for proportional training time. Budgets and schedules will likely impact the amount of available training and education activities.

Education and training expenses will be reimbursed per the department's employee training reimbursement policy.

Requests for time to attend education and training requires management approval. Requests to attend conferences must be submitted six (6) weeks prior to the anticipated leave to allow for scheduling.

ARTICLE 19 – LABOR-MANAGEMENT COMMITTEE

Marion County and the Oregon Nurses Association hereby agree to create a joint committee for the purpose of facilitating communication and fostering a model of cooperative problem solving of issues arising during the term of the current agreement.

The Labor-Management Committee (LMC) shall be composed of equal numbers from each party, who, by virtue of their position or office, are authorized to make decisions for their respective constituents. The LMC shall meet as needed to consider the work issues and concerns of the nurses in the Marion County Health and Human Services Department. Each party shall have the responsibility to provide necessary information to the other party and to engage in meaningful problem resolution, if appropriate, to further the mutual goal of a positive and constructive collective bargaining relationship.

The LMC shall serve as an adjunct to the other joint labor management committees within Marion County, but shall not serve as a substitute for them nor as a substitute for the grievance procedure described in this collective bargaining agreement, although nothing shall prohibit the raising and resolving of issues within the LMC that are subjects of grievances or under consideration by other committees. Agreements made by this group shall be binding on the parties subject to the normal ratification process, if necessary.

ONA representatives to this committee will be trained in the Interest Based Bargaining Process and will be relieved from other work responsibilities to attend the LMC meetings. Time spent working on LMC issues shall not result in a loss of pay for the nurses involved.

The LMC meetings scheduled for each year will be published. LMC minutes will be distributed to management and ONA members after each meeting.

Marion County and the Oregon Nurses Association agree to evaluate the effectiveness of the LMC during the next contract negotiations.

ARTICLE 20 – SETTLEMENT OF DISPUTES

Section 1. Definitions.

A. A "grievance" is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours and conditions of employment. The complaint shall include, but is not limited to, the complaint of an employee or the Association, which involves the interpretation, application of or compliance with the provisions of this agreement.

B. "Working days" for the purpose of this Article is defined as all weekdays (i.e., Monday through Friday) not designated as a holiday under Article 6, Section 1 of this agreement.

Section 2. Grievance and Arbitration Procedure. Any grievance or dispute, which may arise between the parties with regard to the application, meaning or interpretation of this agreement shall be settled in the following manner:

- It is the express intent of the parties that grievances be resolved informally and at the lowest level of supervision whenever possible.
- If the grievant so desires to attempt to resolve the matter, the grievant shall submit their response, in writing, to the supervisor and their Association representative.
- Failure to file a grievance within the time limits set out in the contract constitutes a waiver of the right to file or advance the grievance.
- Any or all time limits specified in the grievance procedures may be waived by mutual written consent of the parties.

STEP 1: Should an employee believe that their rights under this agreement have been violated, the matter shall be reported by the employee to their appropriate Association representative. The employee, together with or without their Association representative, shall within fifteen (15) working days of the date of such grievance or knowledge thereof ask the immediate supervisor for a meeting. The parties shall hold one or more meetings to ascertain facts, investigate issues, and acting in good faith, attempt to resolve the dispute. If the dispute is not resolved informally in this manner, the grievant may file a written grievance to the immediate supervisor, using the ONA Grievance Form. The immediate supervisor shall respond, in writing, to the grievant and Association within ten (10) working days following the meeting.

The written grievance shall include:

A. The name and position of the employee by or on whose behalf the grievance is brought.

B. The date of the circumstance giving rise to the grievance, and the date of the employee's first

knowledge thereof, if later, included in the statement of grievance.

C. A clear and concise statement of the grievance, including the relevant facts related to the best of the grievant's understanding. The following information should be included in the statement of grievance, if applicable: what date, what happened, and which supervisor.

D. The specific provision or provisions of this agreement alleged to be violated.

E. The remedy or relief sought by the employee.

F. The signature of the person submitting the grievance, and such person's name and position if other than the aggrieved employee.

STEP 2: If the grievance has not been settled, it must be presented in writing by the Association representative or grievant to the division director of the Health and Human Services Department or designee within ten (10) working days after the immediate supervisor's response is due. The division director of the Health and Human Services Department or designee shall meet with the grievant and the Association representative within ten (10) working days of the receipt of the grievance, and together they shall attempt to resolve the matter. The division director or designee shall respond to the Association representative, in writing, within ten (10) working days following the meeting. A copy of the formal written grievance shall be sent to human resources.

STEP 3: If the grievance remains unresolved, it may be represented to the health administrator by the Association representative or grievant within ten (10) working days after the division director's response is due. The health administrator, the Association representative, and the grievant, if the grievant desires, shall meet within ten (10) working days of receipt of the grievance appeal, and together they shall attempt to resolve the matter. The health administrator shall respond, in writing, to the representative within ten (10) working days following the meeting.

Section 3. Arbitration. If the grievance remains unsettled, either party may, within ten (10) working days after the reply of the health administrator or their designee is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Association within five (5) working days after notice has been given. If the parties fail to select an arbitrator, the State Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name. The process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall begin taking evidence and testimony as soon as practical after their selection. The arbitrator shall render a decision no later than twenty (20) calendar days after the conclusion of the final hearing. The power of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated and to resolving the

grievance within the terms of this agreement. The decision of the arbitrator shall be binding on both parties. The cost of the arbitration shall be borne equally by both parties. Each party shall be responsible for costs of presenting its own case to arbitration.

ARTICLE 21 – SCOPE OF AGREEMENT

This document constitutes the sole and complete agreement between the Association and the Employer and embodies all the terms and conditions governing the employment of employees in the bargaining unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is or may be subject to negotiation. Any prior written or unwritten commitment or agreement between the Employer and the Association or any individual employee on a matter specifically covered by this agreement is hereby superseded by the terms of this agreement.

ARTICLE 22 – SAVINGS CLAUSE

Should any of the provisions of this agreement be found by a court of competent jurisdiction to be unlawful, unenforceable, or made illegal through enactment of state or federal law, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE 23 – CONTRACTING OUT

Section 1. Definition. "Contracting out" is defined as follows: Entering into an agreement/contract with the private sector or public agency to provide a service previously performed by bargaining unit employees. The term "contracting out" does not include the refusal of the Board of Commissioners to provide a service and/or the refusal of the Board of Commissioners to accept local, state or federal funds to provide a service previously performed by bargaining unit employees.

Section 2. The Association recognizes that the County has the management right to decide to contract out bargaining unit work to the private or public sector. Such decisions shall, however, be made only after the affected department has conducted a formal feasibility study determining the potential cost and other benefits, which would result from contracting out. The County agrees to notify the Association within five (5) business days of its decision to conduct a formal feasibility study indicating the job classifications and the work areas affected. The County shall provide the Association with no less than thirty (30) calendar days notice that it intends to contract out bargaining unit work. The notification by the County to the Association of the results of the feasibility study will include all pertinent information, bids and other data upon which the County based the decision to contract out the work including, but not limited to, the total cost savings the County anticipates.

The County and the Association shall meet within five (5) working days of the delivery by the County to the Association of all pertinent information upon which the County based the decision to contract out. The Association shall have thirty (30) days to submit an alternative proposal. No contract will be awarded pending the timely receipt of the Association's proposal. If the Association's proposal would result in providing quality and savings equal to or greater than that identified in the management plan, the parties shall agree in writing to implement the Association proposal.

Should any full-time bargaining unit member be laid off or displaced as a result of contracting out, the County and the Association shall meet to discuss the effect on the individual(s). The County's obligation to discuss the effect of such contracting out does not obligate it to secure the agreement of the Association or to exhaust the dispute resolution procedure in this agreement or under the Public Employee Collective Bargaining Act set forth in ORS 243.650 through ORS 243.782 concerning the decision or the impact of the contracting out.

Section 3. Prior to following the regular recruitment and selection process, employees displaced by contracting out shall be placed in positions within Department service for which they are qualified as the positions become available. However, such placement shall not take precedence over placement of other employees through recall from layoff, return from on-the-job injury status, promotions or transfers. If there are multiple displaced workers qualified for a position, the department head or appointing authority shall select the most qualified applicant

ARTICLE 24 – SEASONAL POSITIONS

Section 1. Seasonal positions are positions designated as positions that are filled only for the academic year on an ongoing basis. Annually, the positions will be furloughed at the end of the school year. Except as detailed in this article, all other contract provisions apply to these positions the same as other ONA-represented positions.

If there is work available during school breaks (i.e., winter break, spring break) or the summer months, the employee may be hired to perform temporary assignments within their current department.

Section 2. Positions Below 0.50 FTE. Positions below 0.50 FTE do not accrue leave. When there are breaks during the school year and for the summer months, the employee will be placed on leave without pay. If the employee is on unpaid leave for more than ten (10) workdays within a calendar month, the County will adjust their anniversary date by one month.

Section 3. Positions at 0.50 FTE or Above. Positions at or above 0.50 FTE accrue leave. When there are breaks during the school year and for the summer months, the employee will use accrued vacation leave or will be placed on leave without pay if no vacation leave is available. If the employee is on unpaid leave for more than ten (10) workdays within a calendar month, the County will adjust their anniversary date by one month.

If the employee is on unpaid leave for a length of time that affects medical and dental benefits, the employee will contact Benefits to discuss options.

ARTICLE 25 – LIFE OF AGREEMENT AND TERMINATION

Section 1. This agreement shall be in effect as of July 1, 2026, and shall remain in full force and effect until the 30th day of June 2028. If either party wishes to renew or modify the agreement as of July 1, 2028, notification of such renewal or modification must be submitted in writing by January 1, 2028. Negotiations for a subsequent contract are to begin on or about March 1,2028. There shall be no retroactive effect of any provision of this agreement, except as specifically provided.

Section 2. This agreement shall remain in full force and effect during the period of negotiations. This agreement may be terminated upon written notice by either party, subsequent to the expiration date, declaring that impasse has been reached.

Section 3. Any letters of agreement must be signed by the County administrator, appropriate department head, and chief human resources officer, and the designated representatives of the Oregon Nurses Association to be valid. Such letters of agreement shall be attached and made part of the labor agreement. Any letters of agreement not mutually renewed prior to adoption of this agreement or reached as a result of the process noted above shall become void and invalid.

IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of _____ 2026.

MARION COUNTY ONA

By: _____
Lana Harrington, RN
Chair

By: _____
Dana Finch, RN, BSN
Secretary and Treasurer

By: _____
Ashley Bromley
Labor Relations Representative for ONA

MARION COUNTY, OREGON

By: _____
Colm Willis
Chair

By: _____
Kevin Cameron
Commissioner

By: _____
Danielle Bethell
Commissioner

By: _____
Troy Gregg
Health and Human Services Administrator

By: _____
Salvador LLerenas
Chief Human Resources Officer

By: _____
Cody Walterman
Human Resources Labor Counsel

Contract Review Sheet

Information Technology Agreement **HR-6368-24 - Am2**

Title: **Enterprise Learning Management System (LMS)**

Contractor's Name: **Absorb Software North America, LLC**

Department: **Human Resources Department** Contact: **Sabrina Hay**

Analyst: **Sabrina Hay** Phone #: **(503) 566-3974**

Term - Date From: **December 1, 2024** Expires: **November 30, 2027**

Original Contract Amount: **$ 53,421.00** Previous Amendments Amount: **$ 57,160.47**

Current Amendment: **$ 57,160.47** New Contract Total: **$ 167,741.94** Amd% **214%**

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

Source Selection Method: **20-0285 Special** CMS# **HR1588-24**

Description of Services or Grant Award

Licensing, maintenance and support for the Absorb enterprise learning management system

Amendment 1 renews subscription for one year through 11/30/2026

Amendment 2 renews subscription for one year through 11/30/2027 with no pricing increase

Desired BOC Session Date: **10/28/2026** Contract should be in DocuSign by: **10/7/2026**

Agenda Planning Date **10/15/2026** Printed packets due in Finance: **10/13/2026**

Management Update **10/13/2026** BOC upload / Board Session email: **10/14/2026**

BOC Session Presenter(s) **Lori Klemsen** Code: **Y**

REQUIRED APPROVALS

Sabrina Hay — Sabrina Hay (Oct 8, 2026 14:22:59 PDT) — 10/08/2026

Finance - Contracts — Date

Contract Specialist — Date

Andrew Mittendorf — 10/13/2026

Legal Counsel — Date

Jan Fritz — Jan Fritz (Oct 13, 2026 14:38:09 PDT) — 10/13/2026

Chief Administrative Officer — Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/21/26

Department: Public Works

Title: Amendment #3 to PO #882888 with Carson for Bulk Fuel purchases

Management Update/Work Session Date: IBR: 8/18/26 and MU:10/6/26 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Michael Pierce **Phone:** 3196

Requested Action:
Approve Amendment No. 3 to Purchase Order (PO) #882888 with Carson Oil Company for the purchase of bulk fuel, increasing the PO amount by $1,700,000.00, from $6,500.000.00 to $8,200,000.00, for anticipated bulk fuel purchases through December 31, 2027.

Issue, Description & Background:
Marion County Public Works manages fuel procurement for county-owned fueling stations, which serve the County's light-duty vehicle and heavy equipment fleets. This fuel supports operations across multiple departments, including the Sheriff's Office, Health, Juvenile, and Environmental Services, and others, ensuring county-wide service delivery.

Financial Impacts:
Marion County historically allocates approximately $1,000,000 annually for bulk fuel purchases. Due to sustained elevated market prices, 2027 fuel expenditures are anticipated to be approximately $1,700,000. This amendment ensures uninterrupted county fleet operations.

Impacts to Department & External Agencies:
Reliable fuel supply ensures uninterrupted road maintenance, snow removal, and fleet operations. Sheriff Department patrol vehicles, emergency response units, and specialized equipment depend on consistent fuel availability. Fuel reserves are critical

List of attachments: Amendment #3 to Purchase Order #882888

Presenter: Michael Pierce

Department Head Signature: BNicholas

Digitally signed by BNicholas
Date: 2026.09.23 10:14:33 -07'00'

Contract Review Sheet

Contract Purchase Order 882888 **PW-2891-20 Am3**

Title: **Bulk fuel purchases from State Price Agreement 0498**

Contractor's Name: **Carson Oil Co., Inc.**

Department: **Public Works Department** Contact: **Jeniffer Scales**

Analyst: **Kathleen George** Phone #: **(503) 588-5036**

Term - Date From: **January 6, 2020** Expires: **December 31, 2027**

Original Contract Amount: **$ 1,350,000.00** Previous Amendments Amount: **$ 5,150,000.00**

Current Amendment: **$ 1,700,000.00** New Contract Total: **$ 8,200,000.00** Amd% **507%**

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

Source Selection Method: **10-0400 Cooperative** Cooperative# **0498**

Description of Services or Grant Award

Marion County Public Works manages fuel procurement for the County's fueling stations, which support both light-duty vehicles and heavy-duty equipment. These fueling stations provide fuel necessary for operations across multiple County departments, including the Sheriff's Office, Health, Juvenile, Public Works, Business Services, and Environmental Services. Continued access to bulk fuel is necessary to maintain County operations and ensure uninterrupted delivery of essential services.

Amendment 3 increases the total authorized value of Purchase Order 882888 from $6,500,000.00 to $8,200,000.00. The average annual fuel expenditure over the previous five fiscal years has been $994,197.20. Current Fiscal Year spending, however, is trending higher, at approximately $1,200,000.00. The requested $1,700,000.00 increase takes into consideration the current Fiscal Year spending trend as well as the continued uncertainty and potential volatility in the fuel market through the requested extension period.

Approval of this amendment will provide sufficient purchasing capacity to meet anticipated County fuel requirements through December 31, 2027, while providing flexibility to address fluctuations in fuel pricing and usage.

Desired BOC Session Date: **10/21/2026** Contract should be in DocuSign by: **9/30/2026**

Agenda Planning Date **10/8/2026** Printed packets due in Finance: **10/6/2026**

Management Update **10/6/2026** BOC upload / Board Session email: **10/7/2026**

BOC Session Presenter(s) **Michael Pierce** Code: **Y**

REQUIRED APPROVALS

	10/06/2026	Jeniffer Scales Jeniffer Scales (Oct 6, 2026 07:45:34 PDT)	10/06/2026
Finance - Contracts	Date	Contract Specialist	Date
	10/06/2026	Jan Fritz Jan Fritz (Oct 6, 2026 14:25:37 PDT)	10/06/2026
Legal Counsel	Date	Chief Administrative Officer	Date

*** MARION COUNTY COPY ONLY ***

MARION COUNTY
FINANCE DEPARTMENT

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

Purchase Order		
PO#882888	Revision	Page
		1

Ship To:
MARION COUNTY PUBLIC WORKS
5155 SILVERTON RD NE
SALEM OR 97305

CARSON OIL COMPANY
PO BOX 6030
PORTLAND OR 97228

Bill To:
MARION COUNTY PUBLIC WORKS
5155 SILVERTON RD NE
SALEM OR 97305

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer
1877926	559954	SCALES, JENIFFER	
Payment Terms		Ship Via	F.O.B
Freight Terms		Request Or Deliver To STEWART, ERIC	Confirm To / Telephone ( )

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	6/1/20 - BULK FUEL PURCHASE AND DELIVERY FOR LIGHT DUTY VEHICLES AND HEAVY EQUIPMENT.		1			$1,350,000
	7/1/22 - AMENDMENT #1 TO ADD ADDITIONAL FUNDS THROUGH 12/31/25.		1			$3,650,000
	12/7/25 - AMENDMENT #2 TO ADD ADDITIONAL FUNDS THROUGH 12/31/26.		1			$1,500,000
	10/14/26 - AMENDMENT #3 TO ADD ADDITIONAL FUNDS THROUGH 12/31/27.		1			$1,700,000
					Total	$8,200,000

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By:_____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

SIGNATURE PAGE FOR
BULK FUEL PURCHASES FROM STATE PRICE AGREEMENT 0498 - PW-2981-17
between
MARION COUNTY and CARSON OIL CO., INC.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: Brian Nicholas (Oct 6, 2026 09:24:31 PDT)	10/06/2026
Department Director or designee	Date
Authorized Signature: Jan Fritz (Oct 6, 2026 14:25:37 PDT)	10/06/2026
Chief Administrative Officer	Date
Reviewed by Signature:	10/06/2026
Marion County Legal Counsel	Date
Reviewed by Signature:	10/06/2026
Marion County Contracts & Procurement	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/7/2026

Department: Public Works

Title: Contract PW-7323-26, Tower Space Lease Agreement - Polk County (Eagle Crest Site)

Management Update/Work Session Date: 9/22/26 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Brian Nicholas **Phone:** x7944

Requested Action: Approve Contract PW-7323-26 with Polk County to lease tower space at Eagle Crest location for the Marion County Radio Project.

Issue, Description & Background: Marion County is constructing a new county wide public safety radio system for use by first responder agencies and other users. The attached lease is for the installation of equipment on the radio tower, which is owned by Polk County. Marion County will pay $5,436.00 per quarter for Initial Term 10/1/2026-12/31/2028. Upon expiration of the Initial Term, the Agreement shall automatically renew for an additional consecutive five-year term beginning 1/1/2026 and expiring 12/31/2033. The Quarterly Rental Fee shall increase annually on January 1 by the greater of three percent (3%) or the annual increase in the Consumer Price Index for the Portland metropolitan area for an estimated total contract value of $171,488 through 12/31/2033.

Financial Impacts: The cost of construction is a budgeted expense in the current fiscal year under CIP 22-308. The annual utility fee will be paid by the Public Works Communications Program.

Impacts to Department & External Agencies: Completion of this project will benefit first responder agencies and the general public by providing a resilient and unified interoperable radio communications platform.

List of attachments: Contract PW-7323-26

Presenter: Brian Nicholas

Department Head Signature: BNicholas Digitally signed by BNicholas Date: 2026.09.16 10:58:45 -07'00'

Contract Review Sheet

Lease Agreement **PW-7323-26**

Title: **Tower Space Lease Agreement - Polk County (Eagle Crest Site)**

Contractor's Name: **Polk County, OR**

Department: **Public Works Department** Contact: **Alicia Jones**

Analyst: **Kathleen George** Phone #: **-4320**

Term - Date From: **October 1, 2026** Expires: **December 31, 2033**

Original Contract Amount: **$ 171,488.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 171,488.00** Amd% **0%**

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

Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)** **Department**

Description of Services or Grant Award

This Agreement is for the lease of space on Polk County's radio tower located at Eagle Crest. The Initial Term of this Agreement shall commence on October 1, 2026, and shall expire on December 31, 2028. Quarterly payments of Five Thousand Four Hundred Thirty-Six Dollars ($5,436.00) are due during the Initial Term, for a total payment amount of Forty-Eight Thousand Nine Hundred Twenty-Four Dollars ($48,924.00).

Upon expiration of the Initial Term, the Agreement shall automatically renew for an additional consecutive five-year term beginning January 1, 2029 and expiring December 31, 2033. The Quarterly Rental Fee shall increase annually on January 1 by the greater of three percent (3%) or the annual increase in the Consumer Price Index for the Portland metropolitan area. The calculated quarterly rental fees for the five-year renewal term, using a minimum annual increase of three percent (3%) and rounded up to the nearest whole dollar, are as follows:

- 2029: $5,770 per quarter → $23,080 per year
- 2030: $5,944 per quarter → $23,776 per year
- 2031: $6,123 per quarter → $24,492 per year
- 2032: $6,307 per quarter → $25,228 per year
- 2033: $6,497 per quarter → $25,988 per year

Total value for 2029-2033 is $122,564.00. Total contract value of $171,488.00.

Desired BOC Session Date: **10/28/2026** Contract should be in DocuSign by: **10/7/2026**

Agenda Planning Date **10/15/2026** Printed packets due in Finance: **10/13/2026**

Management Update **9/22/2026** BOC upload / Board Session email: **10/14/2026**

BOC Session Presenter(s) **Brian Nicholas** Code: **Y**

REQUIRED APPROVALS

	10/13/2026		10/13/2026
Finance - Contracts	Date	Contract Specialist	Date
	10/13/2026	Jan Fritz Jan Fritz (Oct 13, 2026 14:38:53 PDT)	10/13/2026
Legal Counsel	Date	Chief Administrative Officer	Date

POLK COUNTY - EAGLE CREST
TOWER SPACE LEASE AGREEMENT

TOWER SPACE LEASE AGREEMENT

This Tower Space Lease Agreement (this "Lease") is made and entered into as of October 1, 2026 (the "Effective Date"), by and between **Polk County**, a political subdivision of the State of Oregon, having an administrative address at 850 Main St., Dallas, Oregon 97338 ("Lessor"), and **Marion County Public Works**, a department of Marion County, a political subdivision of the State of Oregon, having an administrative address at 5155 Silverton Road NE, Salem, Oregon 97305 ("Lessee").

WITNESSETH:

WHEREAS, Lessor owns, operates, or controls a communications tower (the "Tower") and a secure communications bunker building located on Eagle Crest Drive, Salem, Oregon (Latitude 44° 58' 59" N, Longitude 123° 08' 36" W) (collectively, the "Site"); and

WHEREAS, Lessee desires to install, operate, and maintain certain radio and data telecommunications equipment on the Tower and within the communications bunker building at the Site, and Lessor is willing to lease such space to Lessee for such purposes subject to the terms and conditions set forth herein; and

WHEREAS, Lessor represents that it possesses the full legal power, title, and authority to lease the Site in accordance with Lessee's operational requirements; This Tower Space Lease Agreement made as of October 7th, 2026, between Polk County, whose address is 850 Main St., Dallas, Oregon 97338 (herein known as "Lessor") and Marion County Public Works, whose address is 5155 Silverton Road NE, Salem, OR 97305 (herein known as 'Lessee").

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SCOPE OF LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, specific space on the Tower at a location or locations selected by Lessee and approved in writing by Lessor (the "Premises") for the sole purpose of installing, operating, and maintaining Lessee's telecommunications equipment. Lessee shall further have the right to install related electronic equipment within a designated area of the bunker building structure at the Site, as specifically assigned by Lessor. All authorized equipment to be installed by Lessee is comprehensively itemized in **Exhibit A**, which is attached hereto and incorporated herein by this reference.

1. TERM:

(a) **Term and Renewal.** The term of this Agreement (the "Term") shall

commence on October 1, 2026 (the "Commencement Date"), expiring on December 31, 2028 (the "Initial Term"). Upon the expiration of the Initial Term, this Lease shall **automatically renew** for additional consecutive terms of **five (5) years each**, unless either party provides written notice of non-renewal to the other party at least **ninety (90) days** prior to the expiration of the then-current Term.

2. ACCESS:

Access Rights and Tower Climbing Protocols. Lessee shall have continuous, unescorted, twenty-four (24) hour access to the communications building and the tower compound area housing its radio and microwave equipment. Lessee's personnel or authorized contractors shall not climb the Tower structure for routine maintenance, modifications, or installations without obtaining prior written authorization from the Polk County Emergency Manager. Notwithstanding the foregoing, in the event of a critical equipment failure or network outage constituting an emergency, Lessee is explicitly granted immediate authority to climb the Tower to perform emergency remediation without prior approval, provided that Lessee provides telephonic or electronic notice to the Polk County Emergency Manager as soon as reasonably practicable.

3. PAYMENTS:

(a) **Quarterly Rent.** Lessee shall pay to Lessor, without prior demand, deduction, offset, or counterclaim, a quarterly rent in the amount of Five Thousand Four Hundred Thirty-Six Dollars ($5,436.00) (the "Quarterly Rental Fee"). The Quarterly Rental Fee shall be due and payable in advance on the Commencement Date and on the first day of each subsequent calendar quarter (January 1, April 1, July 1, and October 1) during the Term, subject to adjustment as provided herein. If the Commencement Date or expiration date occurs on a day other than the first or last day of a calendar quarter, respectively, the Quarterly Rental Fee for such partial quarter shall be prorated on a per-diem basis.

(b) **Delinquency, Late Fees, and Interest.** The Quarterly Rental Fee is due and payable in advance on the first (1st) day of each calendar quarter. If any payment is not received by Lessor within thirty (30) days after its due date, such payment shall be deemed delinquent. In the event of a delinquency, Lessee shall pay a late charge equal to the greater of One Thousand Dollars ($1,000.00) or twenty percent (20%) of the overdue Quarterly Rental Fee. Furthermore, all delinquent amounts shall bear interest at a rate of fifteen percent (15%) per annum, or the maximum rate permitted by applicable law, whichever is less, calculated from the original due date until fully paid.

(c) *Section 3 (c) has been intentionally omitted.*

(d) **Annual Rent Escalation.** Commencing on January 1, 2028, and on each January 1st thereafter during the Term and any subsequent renewals, the Quarterly Rental Fee shall be increased by an amount equal to the greater of: (i)

three percent (3%) of the immediately preceding Quarterly Rental Fee, or (ii) the percentage increase in the Consumer Price Index for the Portland metropolitan area (CPI-U Portland) over the preceding twelve (12) month period. The resulting increased Quarterly Rental Fee shall be rounded up to the nearest whole dollar.

(e) **Additional Taxes and Assessments.** In addition to the Quarterly Rental Fee, Lessee shall pay directly or reimburse Lessor for all sales, use, excise, personal property, real property, or other taxes, fees, and assessments levied or imposed by any governmental authority by reason of this Lease, the leasehold estate, or Lessee's specific use and occupancy of the Premises. Such amounts shall be paid by Lessee as additional rent within thirty (30) days of receiving an invoice or assessment notice from Lessor.

(f) *Section 3 (f) has been intentionally omitted.*

(g) **Electrical Utilities.** Lessee shall, at its sole cost and expense, install a separate electrical panel and meter for its exclusive use. Lessor shall calculate Lessee's annual utility consumption based upon the readings of said meter, and Lessor shall invoice Lessee in January of each calendar year for the utility consumption of the preceding calendar year, which amount Lessee shall pay promptly upon receipt.

(h) **HVAC Electrical Allocation.** Lessor shall deduct an amount equal to fifty percent (50%) of the electrical usage attributable to the heating, ventilation, and air conditioning (HVAC) system from the total utility bill of the adjacent lessee tenant (Oregon Department of Transportation /ODOT), based upon historical usage data. Lessor shall invoice Lessee for this allocated amount annually in January for the preceding calendar year's usage.

(i) **Utility Connection Costs.** Lessee shall bear sole responsibility for any and all costs, fees, and expenses incurred in connection with the installation, connection, hookup, or modification of any and all utilities serving the premises.

(j) **Place of Payment.** All payments required under this Lease shall be made payable to Lessor and delivered to the address set forth below, or to such other individual, entity, or location as Lessor may from time to time designate in writing. Subject to the provisions herein, payment of the Monthly Rental Fee and any utility reimbursements shall be sent to: Polk County, Attn: Emergency Manager, 850 Main St., Dallas, OR 97338.

4. RESERVED

5. TECHNICAL STANDARDS:

(a) Interference Study. Prior to the Commencement Date, and as a strict condition precedent to this Lease, Lessee shall, at its sole cost and expense, deliver to Lessor a comprehensive frequency harmonic and inter-modulation study. This study must be conducted by a registered professional engineer acceptable to Lessor and must conclusively demonstrate that Lessee's proposed frequency usage will not cause interference to existing installations on the

Tower. Lessee shall provide Lessor with copies of said study, along with copies of its Federal Communications Commission (FCC) license application, existing Construction Permit, or active FCC license for the Site, as applicable.

(b) Structural Analysis. Prior to the installation of any antennas, and upon Lessor's request, Lessee shall provide Lessor with a structural analysis report. This analysis must be conducted by a registered professional engineer acceptable to Lessor, demonstrating to Lessor's sole satisfaction that Lessee's proposed equipment falls within the safe structural design limits of the Tower. Lessee shall bear all costs associated with this study.

(c) Compliance with Tower Standards. Lessee covenants that the operation and maintenance of its equipment shall at all times, and at Lessee's sole expense, comply with all technical standards established by Lessor for the Tower. These include, without limitation, rules regarding frequency compatibility, radio interference protection, and antenna type, weight, and location.

(d) Approved Personnel. Lessee shall utilize only installation and maintenance personnel who are qualified and approved in advance in writing by Lessor. Lessor's approval shall not be unreasonably withheld.

6. INTERFERENCE:

Non-Exclusive Use and Interference Remediation. Lessee acknowledges that it does not have exclusive use of the Tower or shelter building, which may be leased to third parties for radio broadcast purposes. Lessee covenants that its equipment shall be of a type, and tuned to a frequency, that will not cause radio frequency or electrical interference to other tenants. Lessee shall make no alterations to its equipment or frequencies without Lessor's prior written consent. If, in Lessor's sole reasonable judgment, Lessee's equipment causes prohibited interference, Lessee shall promptly take all steps necessary to eliminate it. If Lessee is found wholly or partially responsible for such interference, Lessee shall be liable for its proportionate share of the remediation costs. If the interference cannot be corrected within twenty-four (24) hours, Lessor may order Lessee to deactivate its equipment immediately; failing which, Lessor reserves the right to shut down Lessee's equipment.

If the interference is not cured within ten (10) days after written notice from Lessor, Lessor may, in its sole discretion: (i) terminate this Lease, (ii) require Lessee to cease operations until the interference is resolved, or (iii) permanently remove the offending equipment, in which case the Quarterly Rental Fee shall be reduced proportionately. Lessee shall indemnify, defend, and hold Lessor harmless from any liability, losses, or costs arising out of such shutdown or removal, except to the extent caused by Lessor's gross negligence or willful misconduct. Lessee shall not resume standard operations (except for testing scheduled and approved by Lessor) until the interference is resolved to Lessor's satisfaction.

Lessee acknowledges that it will not have exclusive use of the Tower or shelter building, which may be leased by others for radio broadcast purposes. At all times during the term of this Agreement, Lessee agrees to use equipment of a

type and tuned to a frequency that will not cause interference to other lessees on the Tower, and agrees to make no changes in or to its equipment or to its frequencies without the prior written consent of Lessor.

7. COMMON EQUIPMENT:

Common Antenna Systems. Lessor reserves the right, at its sole option and expense, to install shared antennas, transmission lines, combiners, multicouplers, or related infrastructure (the "Common Antenna Systems") at the Site. If the Common Antenna Systems are technically compatible with Lessee's equipment, Lessor may require Lessee, upon written notice, to transition and connect its equipment to the Common Antenna Systems within one hundred eighty (180) days. Lessor may condition such connection upon Lessee's payment of a reasonable, one-time connection fee and a recurring maintenance fee. Within thirty (30) days of receiving Lessor's notice, Lessee shall deliver written notice to Lessor electing to either: (i) terminate this Lease, or (ii) connect to the Common Antenna Systems and pay the designated fees. Failure by Lessee to respond within said thirty (30) day period shall be deemed an election to terminate under clause (i). If this Lease is terminated pursuant to this Section, such termination shall become effective exactly one hundred eighty (180) days following the date of Lessor's initial notice.

8. ASSIGNMENT AND SUBLEASING:

(a) **Assignment and Subleasing by Lessee.** Lessee may assign its interest under this Lease to its parent company, or to any wholly-owned subsidiary or affiliate of Lessee, provided that such assignee expressly assumes in writing all of Lessee's obligations hereunder, and subject to the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. Except as expressly permitted herein, Lessee shall not sublease the Premises, nor permit any third party to share or utilize its equipment, without the prior written consent of Lessor, which consent Lessor may withhold in its sole and absolute discretion.

(b) **Assignment by Lessor.** Lessor shall have the absolute right to freely transfer and assign, in whole or in part, all of its rights, titles, and obligations under this Lease and in the Premises. Upon such assignment the assumption of obligations by the transferee, Lessor shall be automatically released from any and all further liability or obligation occurring under this Lease after the date of such transfer.

9. LESSEE'S EQUIPMENT:

(a) **Equipment Identification.** Lessee shall clearly and conspicuously label equipment itemized in Exhibit A with durable, weatherproof tape or tag indicating Lessee's name, operating frequencies, and a twenty-four (24) hour emergency contact telephone number. Lessee shall also prominently post a copy of its active Federal Communications Commission (FCC) license on its transmitter immediately upon installation.

(b) **Placement and Unauthorized Equipment.** The exact physical location of all equipment listed in Exhibit A shall be determined solely by Lessor.

Lessee shall not install any equipment on the Premises other than the items explicitly set forth in Exhibit A without Lessor's prior written consent. If Lessee installs any unauthorized equipment, Lessor may, in its sole and absolute discretion, increase the Quarterly Rental Fee by an amount determined by Lessor, effective as of the date of the unauthorized installation.

(c) **Regulatory and Aesthetic Compliance.** Lessee shall, at its sole expense, comply with all federal, state, county, and local laws, ordinances, rules, and regulations regarding its use of the Premises. This includes, without limitation, complying with all painting requirements specified in the conditional use permit issued by the county in which the Premises is located. Lessee explicitly agrees to paint all of its feed lines to match the color of the Tower structure.

10. LESSEE'S LIABILITY INSURANCE

County Self-Insurance. Pursuant to the applicable provisions of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, Lessor (the "County") hereby represents and maintains a comprehensive self-insurance program. This program provides appropriate liability coverage for property damage and personal injury arising out of the County's operations and obligations under this Lease, subject to the statutory limitations and tort caps set forth in Oregon law.

11. RIGHT TO INSPECT:

Inspection Rights and Regulatory Access. Lessor reserves the right, throughout the Term, to periodically enter the Premises and inspect Lessee's equipment, with or without prior notice or consent, to verify compliance with this Lease and to test or evaluate potential radio frequency interference. Furthermore, Lessor shall have the absolute right to permit officials from the Federal Communications Commission (FCC) or any other governmental authority having jurisdiction to access the facility, the Premises, and Lessee's equipment for inspection purposes at any time, with or without prior notice or consent from Lessee.

12. TERMINATION:

Removal of Equipment and Holdover. Upon the expiration or earlier termination of this Lease, Lessee shall immediately, at its sole cost and expense, remove all of its equipment from the Premises and repair any damage caused by such removal, ordinary wear and tear excepted. If Lessee fails to surrender the Premises and holds over past the expiration date, such occupancy shall be deemed a tenancy at sufferance. During any such holdover period, Lessee shall pay a quarterly rent equal to two times (200%) the Quarterly Rental Fee in effect immediately preceding termination. This fee shall be prorated for any partial quarter of holdover occupancy, and acceptance of this fee by Lessor does not constitute a renewal of the Lease or a waiver of Lessor's rights to evict Lessee.

13. DEFAULT BY LESSOR:

Lessor Default and Remedies. In the event of a material default by Lessor under any of the terms, covenants, or conditions of this Lease, and if such default is not cured within thirty (30) days after written notice thereof is served upon Lessor by Lessee, Lessee may, at its sole option and without further notice or demand, terminate this Lease. This termination right shall be in addition to, and not in lieu of, any and all other rights and remedies available to Lessee at law or in equity. Lessee shall be entitled to recover forthwith as damages: (i) all costs of equipment removal and storage, and (ii) any other consequential damages suffered by Lessee due to said default by Lessor.

14. DEFAULT BY LESSEE:

Lessee Default and Remedies. In the event of a default by Lessee under any of the terms, covenants, or conditions of this Lease, which default is not cured within thirty (30) days after written notice thereof from Lessor, Lessor may, at its option and without further notice, terminate this Lease. This remedy shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity. Upon such termination, Lessor shall be entitled to immediately disconnect and remove Lessee's equipment from the Premises at Lessee's sole expense.

Lessor shall be entitled to recover forthwith as damages: (i) all costs of equipment removal and storage, (ii) the accelerated balance of all remaining Quarterly Rental Fees due for the unexpired remainder of the Term, and (iii) any other consequential damages suffered by Lessor due to said default. To satisfy any unpaid balances, including outstanding rent, removal costs, sale expenses, collection fees, and reasonable attorney fees, Lessor may sell or otherwise dispose of Lessee's equipment, with any surplus proceeds from such sale returned to Lessee.

15. LIENS:

Mechanics' Liens. Lessee covenants that it shall not permit any mechanics', materialmen's, or laborers' liens to attach to the Premises or the Tower as a result of any work, labor, services, or materials provided for improvements authorized by Lessee. If any such lien attaches, Lessee shall cause it to be fully discharged, canceled, or bonded over within thirty (30) days following the date of filing. If Lessee fails to discharge said lien within such thirty (30) day period, Lessor may, at its option, pay the lien or bond over it to clear title. All amounts so advanced by Lessor, including all costs, expenses, and reasonable attorney fees incurred, shall be immediately due and payable by Lessee as additional rent. Failure by Lessee to discharge any such lien within thirty (30) days shall constitute an immediate material event of default, empowering Lessor to terminate this Lease.

16. OBSTRUCTION PAINTING AND LIGHTING:

Tower Lighting and Regulatory Compliance. Lessor shall be responsible for

the maintenance, operation, and periodic inspection of all obstruction painting and aviation lighting equipment required by the Federal Aviation Administration (FAA) on the Tower structure. Upon discovering or receiving notice from Lessee of any damage, outage, or failure of said lighting equipment, Lessor shall take prompt corrective action to repair or replace the equipment in accordance with applicable regulations. Notwithstanding the foregoing, Lessee shall be solely responsible for inspecting and determining the adequacy of such lighting for its own operations, ensuring its own compliance with all rules promulgated by the FAA, the Federal Communications Commission (FCC), or other governmental entities. Lessor hereby grants Lessee the right, at Lessee's sole cost and expense, to install and maintain an alarm monitoring system to track obstruction lighting failures, including reasonable access to the facility's electrical distribution panels for such purpose. Lessor acknowledges its statutory obligations as a tower owner under Title 47, United States Code, Section 303(q).

17. FAILURE TO INSTALL OR OPERATE:

Force Majeure and Limitation of Liability. Lessor shall not be liable to Lessee, nor shall Lessee be entitled to any rent abatement, for any failure or delay in the installation, operation, or maintenance of Lessee’s equipment resulting from causes beyond Lessor’s reasonable control. Such causes include, without limitation, utility or electrical power failures, acts of God, fire, casualty, civil disorder, acts of terrorism, war, governmental restrictions, or labor disputes. In no event and under no legal theory (whether in contract, tort, or otherwise) shall Lessor be liable to Lessee for any special, indirect, incidental, punitive, or consequential damages, including but not limited to loss of profits, loss of data, or business interruption, arising out of or in connection with this Lease.

18. RULES AND REGULATIONS:

Compliance with Site Rules. Lessee covenants and agrees to strictly adhere to all rules, regulations, policies, and procedures adopted or amended by Lessor from time to time. These regulations may govern, without limitation, site access protocols, lock and key management, trash disposal, facility security, and any other operational matters deemed necessary by Lessor to ensure the efficient, secure, and safe operation of the Site.

19. TOWER DAMAGE:

Damage, Destruction, and Restoration. In the event of material damage, destruction, or structural failure of the Tower, shelter building, or supporting infrastructure that prevents or materially impairs Lessee’s permitted use for a continuous period exceeding sixty (60) days, Lessee shall have the right to terminate this Lease upon written notice to Lessor. Regardless of whether Lessee terminates, the Quarterly Rental Fee shall be equitably abated on a pro-rata basis for the duration of the period that Lessee's use is so prevented or impaired. Lessor shall be under no obligation whatsoever to repair, rebuild, or restore the Tower, building, or facilities following any casualty event, and any decision to undertake such repairs shall remain within Lessor’s sole and absolute discretion.

20. SPECIAL CONDITIONS: None

21. NOTICE:

Any notice, communication, request or reply or in this Agreement required to be given, must be in writing and shall effectively be given if deposited in the United States mail, postage prepaid, certified or registered and addressed to the party to be notified, with return receipt requested, by a nationally recognized, reliable overnight courier or delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is deposited with the United States Postal Service. Oral or any other notice given in any manner shall be effective only if and when received by the other party to be notified. For purposes of notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Lessor, to
Polk County Sheriff's Office
County Emergency Manager
850 Main St.
Dallas, Oregon 97338
Attention: Dean Bender

If to Lessee, to
Marion County Public Works
Atten: Brian Nicholas
5155 Silverton Road NE
Salem, Oregon 97305

The parties hereto and their respective heirs, successors, legal representative and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other party.

22. INDEMNIFICATION:

Mutual Indemnification and Tort Claims Limitations. Subject to the applicable limitations, conditions, and caps set forth in the Oregon Constitution and the Oregon Tort Claims Act (codified at ORS 30.260 through 30.300), the parties covenant to mutually indemnify, defend, and hold each other harmless from and against any and all claims, demands, damages, losses, and liabilities arising out of the negligence or omissions of their respective officers, employees, and agents acting within the scope of their employment or duties under this Lease. Nothing contained within this Article or Lease shall be construed to require either party to indemnify, defend, or hold harmless the other party against such other party's own independent willful misconduct or negligent acts.

23. ENVIRONMENTAL:

Environmental Representations and Hazardous Materials.

(1) Lessor's Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, treated, handled, or disposed of any hazardous waste or hazardous substances upon, under, or about the Premises, and that Lessor has no actual knowledge of any historical environmental contamination or hazardous uses of the Premises prior to the date hereof.

(2) Lessee Indemnity. Lessee shall be solely responsible for, and shall defend, indemnify, and hold Lessor and its officers, agents, and employees harmless from and against, any and all claims, costs, losses, and liabilities (including reasonable attorney fees and environmental consultant fees) arising out of or in connection with the cleanup, removal, or remediation of Hazardous Materials introduced to the Premises by Lessee or its agents, contractors, or employees.

(3) Lessor Indemnity. Lessor shall be solely responsible for, and shall defend, indemnify, and hold Lessee and its officers, agents, and employees harmless from and against, any and all claims, costs, losses, and liabilities (including reasonable attorney fees) arising out of or in connection with the removal, cleanup, or restoration of the Premises with respect to Hazardous Materials originating from any and all sources other than those Hazardous Materialsintroduced to the Premises by Lessee or its agents.

Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Premises, and that Lessor has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon.

Definition and Survival. As used herein, "Hazardous Materials" means asbestos, petroleum products, or any hazardous substance, toxic waste, or regulated material as defined under any federal, state, or local environmental or safety law, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The obligations and indemnities set forth in this Section shall survive the expiration or earlier termination of this Lease.

24. ENTIRE AGREEMENT:

Entire Agreement and Amendments. This Lease, inclusive of any exhibits and addenda attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations, representations, or oral or written agreements. No modification, amendment, or waiver of any provision of this Lease shall be valid or binding unless executed in writing and signed by authorized representatives of both parties. All covenants, conditions, and provisions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this lease as the date aforesaid.

POLK COUNTY SIGNATURE SECTION – LESSOR

APPROVAL RECOMMENDED BY:

Communications Manager Date

LEGAL APPROVAL:

Polk County Legal Counsel Date

APPROVED BY:

County Administrative Officer Date

BOARD APPROVAL:

Board of Commissioners - Chair Date

MARION COUNTY SIGNATURE SECTION -

LESSEE APPROVAL RECOMMENDED BY:

SEE ATTACHED SIGNATURE PAGE

Director of Public Works Date

APPROVED AS TO FORM:

SEE ATTACHED SIGNATURE PAGE

Marion County Contracts Date

APPROVED BY:

SEE ATTACHED SIGNATURE PAGE

Chief Administrative Officer Date

APPROVED AS TO FORM:

SEE ATTACHED SIGNATURE PAGE

Marion County Legal Counsel Date

SIGNATURE PAGE FOR
TOWER SPACE LEASE AGREEMENT - POLK COUNTY (EAGLE CREST SITE) - PW-7323-26
between
MARION COUNTY and POLK COUNTY, OR

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Brian Nicholas
Brian Nicholas (Oct 13, 2026 12:36:45 PDT) 10/13/2026
Department Director or designee Date

Authorized Signature: Jan Fritz
Jan Fritz (Oct 13, 2026 14:38:53 PDT) 10/13/2026
Chief Administrative Officer Date

Reviewed by Signature: 10/13/2026
Marion County Legal Counsel Date

Reviewed by Signature: 10/13/2026
Marion County Contracts & Procurement Date

POLK COUNTY, OR SIGNATURE

Authorized Signature: _____
Date

Title: _____

Exhibit "A" (1 of 4)

Site: Eagle Crest

For: Marion County Public Safety Radio System

Antenna System

Antenna Make	Sinclair Technologies
Antenna Model	SE414-SWBPALDF
Height on Tower	125' CL
Type of Mount	Face Mount w/ Standoff
Cable Size/Type/Length	Andrews 7/8" Coax
Combiner	DSCC75M-5BM 950-30732-00
Multicoupler	NPD3633A-PDU 950-30731-00
Isolator	N/A

Transmitter

Manufacturer	Tait
Model	TB9400
Operating Frequency	700Mhz
Power Source	100W Internal PA 10A
Duty Cycle	100%
Cabinet Size	72RU Floor Mounted Rack
Output Power	43.05 (dBm)

Receiver

Manufacturer	RFI
Model	CC807-09
Operating Frequency	700Mhz
Antenna Manufacturer	dbSpectra
Model	NPD3633A-TTA
Location	145' CL RX Ant/138' TTA CL
Type of Mount	Face Mount/Standard Face Mount
FCC Type	Part 90 Licensed Non-Broadcast Station

Transmitter

Cable Size/Type/Length	Andrews 7/8" Coax

Remarks: See attached FCC Filings

Completed By: _____

At Lessor's discretion, manufacturer's performance specifications may be required.

Exhibit "A" (2 of 4)

Site: Eagle Crest

For: Marion County Public Safety Radio System

Antenna System

Antenna Make	Andrews
Antenna Model	VHLP6-6W
Height on Tower	117' CL
Type of Mount	Standard w/ tieback
Cable Size/Type/Length	EW63 135' Coax
Duplexer	N/A
Filters	N/A
Isolator	N/A

Transmitter

Manufacturer	Aviat
Model	WTM400
Operating Frequency	6785.00
Power Source	DC
Duty Cycle	100%
Cabinet Size	72RU Floor Mount 19" Rack
Output Power	66.7 dBm

Receiver

Manufacturer	Aviat
Model	WTM400
Operating Frequency	6625.00
Antenna Manufacturer	Andrews
Model	VHLP6-6W
Location	Crosby
Type of Mount	Standard w/ tieback
FCC Type	FCC Part 101 – Fixed Microwave
Cable Size/Type/Length	EW63

Remarks: See attached FCC Filings.

Completed By: _____

At Lessor's discretion, manufacturer's performance specifications may be required.

Exhibit "A" (3 of 4)

Site: Eagle Crest

For: Marion County Public Safety Radio System

Antenna System

Antenna Make	Andrews
Antenna Model	VHLP3-11W
Height on Tower	105' CL
Type of Mount	Standard w/ tieback
Cable Size/Type/Length	EW90 135'
Duplexer	N/A
Filters	N/A
Isolator	N/A

Transmitter

Manufacturer	Aviat
Model	WTM400
Operating Frequency	C1: 11245.00 C2: 11325.00
Power Source	DC
Duty Cycle	100%
Cabinet Size	72RU 19" Floor Mounted Rack
Output Power	51.5dBm

Receiver

Manufacturer	Aviat
Model	WTM400
Operating Frequency	C1: 10755.00 C2: 10835.00
Antenna Manufacturer	Andrews
Model	VHLP3-11W
Location	WVCC
Type of Mount	Standard w/ tieback
FCC Type	FCC Part 101 – Fixed Microwave
Cable Size/Type/Length	EW90

Remarks: See attached FCC Filings

Completed By: _____

At Lessor's discretion, manufacturer's performance specifications may be required.

Exhibit "A" (4 of 4)

Site: Eagle Crest

For: Marion County Public Safety Radio System

Antenna System

Antenna Make	Andrews
Antenna Model	VHLP6-6W
Height on Tower	90' CL
Type of Mount	Standard w/ tieback
Cable Size/Type/Length	EW63 125' Coax
Duplexer	N/A
Filters	N/A
Isolator	N/A

Transmitter

Manufacturer	Aviat
Model	WTM400
Operating Frequency	6404.79
Power Source	DC
Duty Cycle	100%
Cabinet Size	72RU Floor Mount 19" Rack
Output Power	66.7 dBm

Receiver

Manufacturer	Aviat
Model	WTM400
Operating Frequency	6152.750
Antenna Manufacturer	Andrews
Model	VHLP6-6W
Location	Wipper
Type of Mount	Standard w/ tieback
FCC Type	FCC Part 101 – Fixed Microwave
Cable Size/Type/Length	EW63

Remarks: See attached FCC filings.

Completed By: _____

At Lessor's discretion, manufacturer's performance specifications may be required.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 28, 2026

Department: Public Works

Title: Property Line Adjustment Deed for Minto Park

Management Update/Work Session Date: _____ **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Brian Nicholas **Phone:** x7944

Requested Action:
Countersign the Property Line Adjustment Deed involving Marion County tax lots 093E26C001000, commonly referred to as 360 East Central Avenue, Gates, OR 97346, and 093E26C000900, commonly referred to as Minto Park.

Issue, Description & Background:
The dwelling located at 360 East Central Avenue was constructed in a manner that encroaches onto Marion County's Minto Park property. This has prevented the property owner from selling the property. The enclosed Property Line Adjustment Deed swaps an equal square footage between the two properties to resolve the encroachment without any funds changing hands. Countersignature of the deed will enable the property owner to sell the property with a valid Warranty Deed.

Financial Impacts:
None

Impacts to Department & External Agencies:
None

List of attachments:
Property Line Adjustment Deed

Presenter:
Brian Nicholas

Department Head Signature:
BNicholas
Digitally signed by BNicholas
Date: 2026.10.23 09:13:30 -07'00'

AFTER RECORDING, RETURN TO:
Kent Inman
County Surveyor
Marion County, Public Works
5155 Silverton Rd., NE
Salem, OR 97305

COPY

SEND TAX STATEMENTS FOR PROPERTY A TO:
Paula L. Gulliford, Trustee
53338 W. Sotol Rd
Maricopa, AZ 85319

SEND TAX STATEMENTS FOR PROPERTY B TO:
Marion County
5155 Silverton Rd., NE
Salem, OR 97305

PROPERTY LINE ADJUSTMENT DEED

Paula L. Gulliford, Trustee of the Gulliford Living Trust, dated May 21, 2020 (hereinafter "Grantor 1" and "Grantee 1"), is the owner of the real property located in Marion County, State of Oregon, referred to herein as "Property A", and more particularly described on Exhibit "A". Marion County, a Political Subdivision of the State of Oregon, hereinafter "Grantor 2" and "Grantee 2"), is the owner of real property located in Marion County, State of Oregon, referred to herein as "Property B", and more particularly described on Exhibit "B".

NOW THEREFORE, the Grantor 1 does hereby grant, transfer, and convey unto Grantee 2 all that certain real property described on Exhibit "C" and attached hereto AND Grantor 2 does hereby grant, transfer, and convey unto Grantee 1 all that certain real property described on Exhibit "D".

The purpose of this Property Line Adjustment Deed is to effect a property line adjustment between Property A and Property B such that Resultant Property A (Gulliford Trust property) will hereafter consist of only the land described on Exhibit "E", which is attached hereto and incorporated herein by this reference, and Resultant Property B (Marion County Property) will hereafter consist only of the land more particularly described on Exhibit "F", which is attached hereto and incorporated herein by this reference. This Property Line Adjustment Deed shall not create any additional parcels, or combine the parcels. The two parcels shall remain separate and distinct parcels.

The true and actual consideration for this transfer, stated in terms of dollars is N/A; however, the actual consideration consists of other property or values which is the whole consideration. The purpose of this Deed is to effect a property line adjustment, and the two parcels are to remain separate parcels.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336, AND SECTIONS 5 TO 11, CHAPTER 424,

OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

PROPERTY A

GRANTOR 1 / GRANTEE 1

[redacted]

Paula L. Gulliford, Trustee
Gulliford Living Trust dated May 21, 2020

STATE OF ARIZONA)
) SS
County of Pinal)

Personally, appeared before me on October 21st, 2026, Paula L. Gulliford, Trustee of the Gulliford Living Trust dated May 21, 2020, Grantor 1 & Grantee 1, and acknowledged the foregoing instrument to be her voluntary act and deed.

OFFICIAL SEAL
CIARA HODGE
NOTARY PUBLIC - ARIZONA
PINAL COUNTY
COMM # 656898
My Comm. Expires October 19, 2027

[redacted]
Notary Public for Arizona
My Commission Expires: October 19th 2027

PROPERTY B

GRANTOR 2 / GRANTEE 2

_____

Colm Willis, Commissioner

_____

Danielle Bethell, Commissioner

_____

Kevin Cameron, Commissioner

STATE OF OREGON)
) SS
County of Marion)

Personally appeared before me on _____, 2026, Marion County Commissioners, Colm Willis, Danielle Bethell, and Kevin Camerion, and acknowledged the foregoing instrument to be their voluntary act and deed.

_____
Notary Public for Oregon
My Commission Expires: _____

Land Markers Surveying
4068 Hudson Ave. NE
Salem, OR 97317
503-581-0911

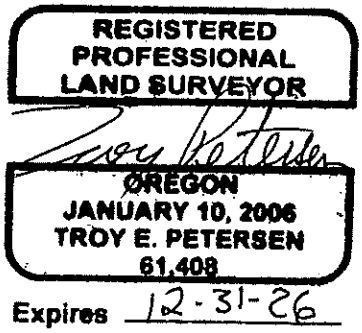
Exhibit "A"

October 15, 2026
Job No. 2025-122
Description for Paula Gulliford, Trustee of the Gulliford Living Trust, dated May 21, 2020

Property "A"

A unit of land situated in the Southwest quarter of Section 26, Township 9 South, Range 3 East of the Willamette Meridian, Marion County, Oregon, said unit being that property conveyed to Raymond L. Gulliford and Paula Lee Gulliford, Trustees under the Gulliford Living Trust dated May 21, 2020 in Reel 4339, Page 375, Marion County Deed Records, and being more particularly described as follows:

Beginning at a point 644 feet West of the half section line where said line crosses the South line of Niagara Wagon Road, in Section 26, Township 9 South, Range 3 East of the Willamette Meridian, Gates, Marion County, Oregon, said point being situated 90 feet South of the center of what is known as the Corvallis and Eastern Railroad Tract; running thence South 231 feet to the North Bank of the Santiam River; thence West 523.8 feet; thence North to the South line of Niagara Wagon Road; thence along the South line of said Wagon Road to the place of beginning.



Land Markers Surveying
4068 Hudson Ave. NE
Salem, OR 97317
503-581-0911

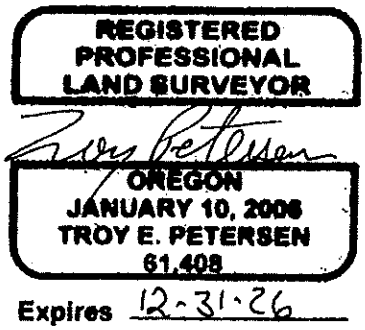
Exhibit "B"

October 15, 2026
Job No. 2025-122
Description for Paula Gulliford, Trustee of the Gulliford Living Trust, dated May 21, 2020

Property "B"

A unit of land situated in the Southwest quarter of Section 26, Township 9 South, Range 3 East of the Willamette Meridian, Marion County, Oregon, said unit being a portion of that property sold to Marion County, Oregon, a body politic and corporate of the State of Oregon in Volume 218, Page 305, Marion County Deed Records, that is East and South of that property conveyed to Gulliford Living Trust in Reel 4339, Page 375, Marion County Deed Records and North, East, and South of that property conveyed to City of Gates, Marion County, Oregon in Reel 3025, Page 31, Marion County Deed Records, and East of that property conveyed to the City of Gates in Volume 596, Page 15, Marion County Deed Records of the following described property:

Beginning on the W. line of the SW1/4 quarter of Section 26, Tp. 9 S. R. 3 E. of the Willamette Meridian at a point on said line 510 feet S. of the center of the present track of the Corvallis & Eastern Railroad; thence easterly 850 feet to a point 91 feet S. of the Northerly line of the of the County road as now located; thence Northeasterly 137 feet to a point 581 feet South of the center line of the present track of the Corvallis & Eastern; thence N. parallel with the W. line of said Section to said County road; thence following the said County road North and Easterly to the North and South line through the center of Section 26 aforesaid; thence Southerly along said center line of Section 26 to the Santiam River; thence following the meanders of the Santiam River Southerly and Westerly to the Westerly line of said Section 26; thence Northerly along said Westerly line to the place of beginning.



Expires 12-31-26

Land Markers Surveying
4068 Hudson Ave. NE
Salem, OR 97317
503-581-0911

Exhibit "C"

October 15, 2026
Job No. 2025-122
Description for Paula Gulliford, Trustee of the Gulliford Living Trust, dated May 21, 2020

Transfer Area Property "A" to Property "B"

A unit of land situated in the Southwest quarter of Section 26, Township 9 South, Range 3 East of the Willamette Meridian, Marion County, Oregon, said unit being a portion of that property conveyed to Raymond L. Gulliford and Paula Lee Gulliford, Trustees under the Gulliford Living Trust dated May 21, 2020 in Reel 4339, Page 375, Marion County Deed Records, and being more particularly described as follows:

Beginning at a point 644 feet West of the North and South centerline of Section 26, Township 9 South, Range 3 East of the Willamette Meridian, Marion County, Oregon where said centerline crosses the South line of Niagara Wagon Road, in said Section 26, said point being situated 90 feet South of the center of what is known as the Corvallis and Eastern Railroad Tract; running thence South 248.23 feet to a point on the right bank of the North Santiam River, said point being the Southeast corner of that property conveyed to Raymond L. Gulliford and Paula Lee Gulliford, Trustees under the Gulliford Living Trust dated May 21, 2020 in Reel 4339, Page 375, Marion County Deed Records, and the TRUE POINT OF BEGINNING; Thence North 00°00'00" West along the East line of said property, 16.20 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408"; thence North 90°00'00" West parallel to the South line of said property, 523.80 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408" on the West line of said property; thence South 00°00'00" East along said West line, 16.20 feet to the Southwest corner thereof; thence North 90°00'00" East along said South line, 523.80 feet to the place of beginning and containing 8,483 square feet of land, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 10, 2006
TROY E. PETERSEN
61408

Expires 12-31-26

25-122ExhibitC

Land Markers Surveying
4068 Hudson Ave. NE
Salem, OR 97317
503-581-0911

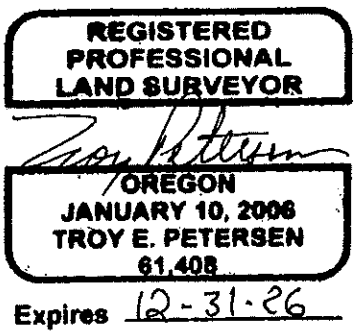
Exhibit "D"

October 15, 2026
Job No. 2025-122
Description for Paula Gulliford, Trustee of the Gulliford Living Trust, dated May 21, 2020

Transfer Area Property "B" to Property "A"

A unit of land situated in the Southwest quarter of Section 26, Township 9 South, Range 3 East of the Willamette Meridian, Marion County, Oregon, said unit being part of that property sold to Marion County, Oregon, a body politic and corporate of the State of Oregon in Volume 218, Page 305, Marion County Deed Records that is East and South of that property conveyed to Gulliford Living Trust in Reel 4339, Page 375, Marion County Deed Records and North, East, and South of that property conveyed to City of Gates, Marion County, Oregon in Reel 3025, Page 31, Marion County Deed Records, and East of that property conveyed to the City of Gates in Volume 596, Page 15, Marion County Deed Records, and being more particularly described as follows:

Beginning at a point on the East line of that property described in Reel 4339, Page 375, Marion County Deed Records, said point being 644.00 feet South 90°00'00" West from where the North and South centerline of Section 26, Township 9 South, Range 3 East of the Willamette Meridian, Marion County, Oregon, where said centerline crosses the South line of the Niagara Wagon Road, said point being 90.00 feet South 00°00'00" East of the center of what was formerly known as the Corvallis and Eastern Railroad Tract; thence South 00°00'00" East along the East line of said property, 4.59 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408" at the TRUE POINT OF BEGINNING; thence South 89°59'47" East 82.10 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408"; thence South 00°00'13" West 103.33 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408"; thence North 89°59'47" West 82.09 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408" on the East line of said property; thence North 00°00'00" West along said East line, 103.33 feet to the place of beginning and containing 8,483 Square feet of land, more or less.



25-122ExhibitD

Land Markers Surveying
4068 Hudson Ave. NE
Salem, OR 97317
503-581-0911

Exhibit "E"

October 15, 2026
Job No. 2025-122
Description for Paula Gulliford, Trustee of the Gulliford Living Trust, dated May 21, 2020
Resultant Property "A"

A unit of land situated in the Southwest quarter of Section 26, Township 9 South, Range 3 East of the Willamette Meridian, Marion County, Oregon, said unit being that property conveyed to Raymond L. Gulliford and Paula Lee Gulliford, Trustees under the Gulliford Living Trust dated May 21, 2020 In Reel 4339, Page 375, Marion County Deed Records, and a portion of that property sold to Marion County, Oregon, a body politic and corporate of the State of Oregon in Volume 218, Page 305, Marion County Deed Records that is East and South of that property conveyed to Gulliford Living Trust in Reel 4339, Page 375, Marion County Deed Records and North, East and South of that property conveyed to City of Gates, Marion County, Oregon in Reel 3025, Page 31, Marion County Deed Records, and East of that property conveyed to the City of Gates in Volume 596, Page 15, Marion County Deed Records and being more particularly described as follows:

Beginning at a point 644.00 feet South 90°00'00" West from where the North and South centerline of Section 26, Township 9 South, Range 3 East of the Willamette Merdian, Marion County, Oregon where said centerline crosses the South line of Niagara Wagon Road, in said Section 26, said point being 90.00 feet South 00°00'00" East of the center of what is known as the Corvallis and Eastern Railroad Tract; thence South 00°00'00" East 4.59 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408"; thence South 89°59'47" East 82.10 to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408"; thence South 00°00'13" West 103.33 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408"; thence North 89°59'47" West 82.09 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408" on the East line of that property described in Reel 4339, Page 375, Marion County Deed Records; thence South 00°00'00" East along said East line, 124.11 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408"; thence North 90°00'00" West parallel with the South line of said property, 523.80 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408" on the West line of said property; thence North 00°00'00" West along said West line, 136.04 feet to a point on the South line of the Niagara Wagon Road; thence North 79°36'56" East along said South line, 532.52 feet to the point of beginning and containing 2.41 acres of land, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 10, 2006
TROY E. PETERSEN
61408

Expires 12-31-26

Land Markers Surveying
4068 Hudson Ave. NE
Salem, OR 97317
503-581-0911

Exhibit "F"

October 15, 2026
Job No. 2025-122
Description for Paula Gulliford, Trustee of the Gulliford Living Trust, dated May 21, 2020

Resultant Property "B"

A unit of land situated in the Southwest quarter of Section 26, Township 9 South, Range 3 East of the Willamette Meridian, Marion County, Oregon, said unit being a part of that property sold to Marion County, Oregon, a body politic and corporate of the State of Oregon in Volume 218, Page 305, Marion County Deed Records that is East and South of that property conveyed to Gulliford living trust in Reel 4339, Page 375, Marion County Deed Records and North, East and South of that property conveyed to City of Gates, Marion County, Oregon in Reel 3025, Page31, and East and South of that property conveyed to the City of Gates in Volume 596, Page 15, Marion County Deed Records, and a part of that property conveyed to Raymond L. Gulliford and Paula Lee Gulliford, Trustees under the Gulliford Living Trust dated May 21, 2020 in Reel 4339, Page 375, Marion County Deed Records and being more particularly described as follows:

A portion of the following described property that is North, East and South of that property conveyed to Gulliford living trust in Reel 4339, Page 375, Marion County Deed Records and North, East and South of that property conveyed to City of Gates, Marion County, Oregon in Reel 3025, Page31, and East and South of that property conveyed to the City of Gates in Volume 596, Page 15, Marion County Deed Records as follows:
Beginning on the W. line of the SW1/4 quarter of Section 26, Tp. 9 S. R. 3 E. of the Willamette Meridian at a point on said line 510 feet S. of the center of the present track of the Corvallis & Eastern Railroad; thence easterly 850 feet to a point 91 feet S. of the Northerly line of the of the County road as now located; thence Northeasterly 137 feet to a point 581 feet South of the center line of the present track of the Corvallis & Eastern; thence N. parallel with the W. line of said Section to said County road; thence following the said County road North and Easterly to the North and South line through the center of Section 26 aforesaid; thence Southerly along said center line of Section 26 to the Santiam River; thence following the meanders of the Santiam River Southerly and Westerly to the Westerly line of said Section 26; thence Northerly along said Westerly line to the place of beginning.

Continued on next page

Land Markers Surveying
4068 Hudson Ave. NE
Salem, OR 97317
503-581-0911

TOGETHER WITH: Beginning at a point 644 feet West of the North and South centerline of Section 26, Township 9 South, Range 3 East of the Willamette Meridian, Marion County, Oregon where said centerline crosses the South line of Niagara Wagon Road, in said Section 26, said point being situated 90 feet South of the center of what is known as the Corvallis and Eastern Railroad Tract; running thence South 248.23 feet to a point on the right bank of the North Santiam River, said point being the Southeast corner of that property conveyed to Raymond L. Gulliford and Paula Lee Gulliford, Trustees under the Gulliford Living Trust dated May 21, 2020 in Reel 4339, Page 375, Marion County Deed Records, and the TRUE POINT OF BEGINNING; Thence North 00°00'00" West along the East line of said property, 16.20 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408"; thence North 90°00'00" West parallel to the South line of said property, 523.80 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408" on the West line of said property; thence South 00°00'00" East along said West line, 16.20 feet to the Southwest corner thereof; thence North 90°00'00" East along said South line, 523.80 feet to the place of beginning and containing 8,483 square feet of land, more or less.

SAVE AND EXCEPT: Beginning at a point on the East line of that property described in Reel 4339, Page 375, Marion County Deed Records, said point being 644.00 feet South 90°00'00" West from where the North and South centerline of Section 26, Township 9 South, Range 3 East of the Willamette Meridian, Marion County, Oregon, where said centerline crosses the South line of the Niagara Wagon Road, said point being 90.00 feet South 00°00'00" East of the center of what was formerly known as the Corvallis and Eastern Railroad Tract; thence South 00°00'00" East along the East line of said property, 4.59 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408" at the TRUE POINT OF BEGINNING; thence South 89°59'47" East 82.10 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408"; thence South 00°00'13" West 103.33 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408"; thence North 89°59'47" West 82.09 feet to a 5/8 inch iron rod with a yellow plastic cap marked "PETERSEN PLS 61408" on the East line of said property; thence North 00°00'00" West along said East line, 103.33 feet to the place of beginning

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 10, 2006
TROY E. PETERSEN
61,408

Expires 12-31-26

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, October 28, 2026

Department: Sheriff's Office

Title: Amendment #6 to the Contract Purchase Order with Oxford House, Inc.

Management Update/Work Session Date: Tuesday, September 22, 2026 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Kristy Witherell **Phone:** x4402

Requested Action:

Staff is requesting approval of Amendment #6 to Contract Purchase Order (CPO) #920911 with Oxford House, Inc. in the amount of $40,000.00 for a new CPO total of $222,400.00 through June 30, 2027.

Issue, Description & Background:

In July 2023, the Marion County Sheriff's Office entered into a price agreement with Oxford House to provide subsidized housing for LEAD and Community Corrections clients. The agreement was expanded via Amendments #1, #2, and #4 to incorporate additional housing locations. Financial adjustments to the CPO include Amendment #3 in December 2024, which added $52,000 through June 30, 2025, and Amendment #5 in June 2025, which added $30,400 for the FY 2025-27 fiscal period. This current action, Amendment #6, adds $40,000 to the CPO to cover costs driven by an increase in client placements across Oxford House facilities.

Financial Impacts:

For the 2026-27 fiscal year, $260,038 has been allocated for housing subsidies, distributed among JRI, Measure 57, DOC Transition, LEAD, and HB4002 funding streams. Increase to the CPO by $40,000, will result in a revised total of $222,400 through June 30, 2027.

Impacts to Department & External Agencies:

N/A

List of attachments: Original Price Agreement and Amendments 1-6

Presenter: Commander Mike Hartford

Department Head Signature: Jeremy Landers
Jeremy Landers (Oct 5, 2026 16:44:28 PDT)

Contract Review Sheet

Price Agreement **SO-5601-23 - Am6**

Title: **Marion County Sheriff's Office Housing Subsidy Services - Oxford House (multiple)**

Contractor's Name: **Oxford House, Inc.**

Department: **Sheriff's Office** Contact: **Kristy Witherell**

Analyst: **Sandra Fixsen** Phone #: **(503) 373-4402**

Term - Date From: **July 1, 2023** Expires: **June 30, 2027**

Original Contract Amount: **$ 100,000.00** Previous Amendments Amount: **$ 82,400.00**

Current Amendment: **$ 40,000.00** New Contract Total: **$ 222,400.00** Amd% **122%**

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

Source Selection Method: **20-0260 Request for Proposal** RFP# **SO1305-23**

Description of Services or Grant Award

Amendment #6 - Adding $40,000 to the Contract Purchase Order through June 30, 2027, due to an increased use of Oxford Houses for Law Enforcement Assisted Diversion (LEAD) and Community Corrections clients. New CPO total is $222,400.00.

Original Price Agreement for Subsidy housing to clients of the Marion County Sheriff's Office at the following Oxford House locations: Athena Cove, Bailey, Breckenridge, Casey, Graham, Heritage Curt, Jade, Kenobi, Legacy, Libby's Loft, Mellow, Royal Park, Sheldon, Silverton, South Ridge, Trinity, Wilson Park, and Woodward. The contract total is a not-to-exceed amount of $100,000 for FY 23-25.

Amendment #1- added Mandalorian House to the Price Agreement.

Amendment #2 - added Silver Falls ($650), Tayside Drive ($600), and Espiritu ($650) and removing Breckenridge and Trinity from price agreement due to those houses closing.

Amendment #3 - added $52,000.00 to the Contract Purchase Order to help community corrections and LEAD clients with Subsidy Housing through June 30, 2025.

Amendment #4 - added Culver House to the Price Agreement. The bed rate will be $615.

Amendment #5 - added $30,400 to the Price Agreement, extending the terms through June 30, 2027, and adjusting monthly bed rates for several Oxford Houses in the area. New contract total is $182,400.00.

Desired BOC Session Date:	**10/28/2026**	Contract should be in DocuSign by:	**10/7/2026**
Agenda Planning Date	**10/15/2026**	Printed packets due in Finance:	**10/13/2026**
Management Update	**10/13/2026**	BOC upload / Board Session email:	**10/14/2026**

BOC Session Presenter(s) **Commander Hartford** Code: **Y**

REQUIRED APPROVALS

Sandra L. Fixsen	10/05/2026	Kristy Witherell (Oct 5, 2026 15:05:59 PDT)	10/05/2026
Finance - Contracts	Date	Contract Specialist	Date
Michelle Teed Michelle Teed (Oct 7, 2026 07:31:58 PDT)	10/07/2026	Jan Fritz Jan Fritz (Oct 7, 2026 09:50:18 PDT)	10/07/2026
Legal Counsel	Date	Chief Administrative Officer	Date

*** MARION COUNTY COPY ONLY ***

MARION COUNTY
FINANCE DEPARTMENT

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

Purchase Order		
Purchase Order No	**Revision**	**Page**
920911		1

Ship To:

MARION COUNTY SHERIFF
100 High St NE Rm B311
Salem, OR 97301-3736
United States

Oxford House, Inc.
1010 Wayne Ave. Suite 300
Silver Springs, MD 20910

Bill To:

PO Box 14500
Salem, OR 97309-5036
United States

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer
	507334		
Payment Terms		Ship Via	F.O.B
Freight Terms		Request Or Deliver To	Confirm To / Telephone ( )

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	Oxford House Contract Purchase Order 01-JUL-23 through 30-JUN-25 - Original					$100,00.00
2	Adding funds for Subsidy Clients through 30-JUN-25 - Amendment 3					$52,000.00
3	Adding funds for Subsidy Clients through 30-JUN-27 - Amendment 5					$30,400.00
4	Adding funds for Subsidy Clients through 30-JUN-27 - Amendment 6					$40,000.00
					Total	$222,400.00

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By:_____

MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY –TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with the highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6 TERMINATION OF PO. The PO may be terminated under the following conditions: a. By written mutual agreement of both parties, termination may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO immediately and without prior notice for any of the following reasons: (1) If the Contractor fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof; (2) If the Contractor fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract; (3) Failure of the Contractor to comply with the provisions of this PO and all applicable federal, state, and local laws and rules; (4) Expiration of applicable cooperative agreement. Any termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the Contractor all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

20. TERMS: Performance by Contractor under this PO or acceptance of payment by Contractor under this PO constitutes acceptance of these Marion County Terms and Conditions. The terms in this PO take precedence over any other terms.

SIGNATURE PAGE FOR
MARION COUNTY SHERIFF'S OFFICE HOUSING SUBSIDY SERVICES - OXFORD HOUSE (MULTIPLE) - SO-5601-23 AMENDMENT #6
between
MARION COUNTY and OXFORD HOUSE, INC.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: Jeremy Landers (Oct 5, 2026 16:44:28 PDT)	10/05/2026
Department Director or designee	Date
Authorized Signature: Jan Fritz (Jan Fritz (Oct 7, 2026 09:50:18 PDT))	10/07/2026
Chief Administrative Officer	Date
Reviewed by Signature: Michelle Teed (Michelle Teed (Oct 7, 2026 07:31:58 PDT))	10/07/2026
Marion County Legal Counsel	Date
Reviewed by Signature: Sandra L. Fisher	10/05/2026
Marion County Contracts & Procurement	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/04/2026

Department: Health & Human Services

Title: Mid Valley Treatment Memorandum of Understanding (MOU)

Management Update/Work Session Date: 9/22/2026 **Audio/Visual aids** ☐

Time Required: 10 mins **Contact:** Lyndsie Schwarz **Phone:** 503-584-4898

Requested Action: Approval of the Mid Valley Treatment MOU

Issue, Description & Background: Marion County Health & Human Services (MCHHS) Behavioral Health Crisis Center (BHCC) agrees to provide crisis services to Mid Valley Treatment. Face-to-face screenings may be requested 24 hours a day, seven days a week; telephone screenings will not be provided. Upon receiving a request, BHCC will respond in person as soon as reasonably possible. Response times will depend on the availability of a Qualified Mental Health Professional (QMHP) and the BHCC's other service demands at the time of the request.

Financial Impacts: There are no exchange of funds for this MOU.

Impacts to Department & External Agencies: N/A

List of attachments: Mid Valley Treatment MOU

Presenter: Troy Gregg & Debbie Wells

Department Head Signature: Troy Gregg
Troy Gregg (Oct 29, 2026 16:07:55 PDT)

Contract Review Sheet

Memorandum of Understanding **HE-7346-26**

Title: **MCHHS Crisis Services for Mid Valley SRTF LLC**

Contractor's Name: **Mid Valley SRTF LLC**

Department: **Health and Human Services** Contact: **Lyndsie Schwarz**

Analyst: **Jennifer Conrod** Phone #: **(503) 584-4898**

Term - Date From: **execution** Expires: **December 31, 2029**

Original Contract Amount: **$ -** Previous Amendments Amount: **$ -**

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

No Funds Exchanged ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **50-0160 Health Provider Contracts**

Description of Services or Grant Award

Marion County Health & Human Services (MCHHS) Behavioral Health Crisis Center (BHCC) agrees to provide crisis services to Mid Valley Treatment. Face-to-face screenings may be requested 24 hours a day, seven days a week; telephone screenings will not be provided. Upon receiving a request, BHCC will respond in person as soon as reasonably possible. Response times will depend on the availability of a Qualified Mental Health Professional (QMHP), and the BHCC's other service demands at the time of the request.

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 **9/22/2026** BOC upload / Board Session email: **10/21/2026**

BOC Session Presenter(s) **Troy Gregg, Debbie Wells** Code: **Y**

REQUIRED APPROVALS

Sandra L. Hazen 10/20/2026

Finance - Contracts Date

Lyndsie Schwarz
Lyndsie Schwarz (Oct 20, 2026 15:50:03 PDT) 10/20/2026

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

MARION COUNTY
MEMORANDUM OF UNDERSTANDING
HE-7346-26

Marion County Health & Human Services Crisis Services for Mid Valley Treatment

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made upon execution between the undersigned representative(s) of the Marion County Health & Human Services Department (hereinafter referred to as "County"), and Mid Valley SRTF, LLC dba Mid Valley Treatment (hereinafter referred to as "Mid Valley Treatment").

RECITALS

WHEREAS, Pursuant to ORS 430.630 and MCPCR 50-0160 the County enters into this contract to provide medical services to Marion County Clients for public health services.

WHEREAS, the parties desire to work cooperatively to provide the services and deliverables set forth in Exhibit A.

UNDERSTANDINGS

1. PURPOSE OF THIS AGREEMENT

1.1 This agreement defines a relationship between the two parties for the purpose of facilitating mental and behavioral health services to persons in our common services areas. The parties anticipate a strong working relationship with the needs of the individual patient/client at the center.

2. TERM AND TERMINATION

2.1 This Agreement will be in effect upon all signatures through December 31, 2029.

2.2 This Agreement may be extended for an additional period of up to ten years by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

2.3 This Agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3. DOCUMENTS / ORDER OF PRECEDENCE

3.1 This MOU consists of the following documents, each of which is attached and incorporated herein by reference:

A. This MOU less exhibits
B. Exhibit A – Statement of Services
C. Addendum #1 – HIPAA Business Associate Contract Provisions

4. RESPONSIBILITIES OF Mid Valley Treatment

4.1 Mid Valley Treatment shall provide County with access to facilities such as parking area, a clinic consult room, or another mutually agreeable area for the purposes of conducting mental health care services to individuals.

4.2 Mid Valley Treatment shall provide County with access to internet connectivity where available.

4.3 Mid Valley Treatment staff will assist County as needed with typical check-in tasks associated with provision of care when services are provided within Mid Valley Treatment.

5. RESPONSIBILITIES OF COUNTY

5.1 County shall provide a qualified mental health professional (QMHP) and all additional support staff necessary to support the provision of its services to individuals.

5.2 County shall be responsible for administrative tasks, such as scheduling and record keeping, associated with care they provide.

6. FINANCIAL CONSIDERATIONS AND BENEFITS

6.1 No financial compensation or transaction between the parties shall occur due to the agreement, unless otherwise specified in the agreement or future amendment. Both parties agree that they mutually benefit from this collaboration.

6.2 There is no expectation that a person receiving services from County due to this agreement would be required to be a client of Mid Valley Treatment, no engagement in additional services provided by Mid Valley Treatment in order to receive the services of County.

7. ADDITIONAL CONSIDERATIONS

7.1 No additional service, equipment, or collaboration is required, expected, or implied by this agreement, and any subsequent mutually agreeable item shall be added through amendment.

7.2 Amendments to this agreement shall be in writing and signed by both parties. They shall be valid for the duration of the agreement from date of signing until removed by amendment or termination of the agreement.

8. INDEMNIFICATION

8.1 Mid Valley Treatment agrees to indemnify and defend County against and hold County harmless from any liability, loss, damage, cost or expense (including attorney fees) based upon any claim, demand, suit or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause whatsoever with respect to the premises used by County, except for liability resulting from the willful acts or gross negligence of County, its employees, agents, invitees or business visitors to the fullest extent permitted by law.

8.2 County agrees to indemnify and defend Mid Valley Treatment against and hold Mid Valley Treatment harmless from any liability, loss, damage, cost or expense (including attorney fees) based

upon any claim, demand, suit or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause whatsoever with respect to the premises used by County, except for liability resulting from the willful acts or gross negligence of Mid Valley Treatment, its employees, agents, invitees or business visitors to the fullest extent permitted by law.

9. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

9.1 The Business Associate Contract Provisions required by the Health Insurance Portability and Accountability Act, of 1996, (HIPAA), as amended, are attached as ADDENDUM #1 to this agreement and are incorporated herein. The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

10. SIGNATURES

The individual officer signing this agreement certifies by his/her signature that he/she is authorized to sign this agreement on behalf of the responsible governing board, official or agency.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____

Chair Date

_____

Commissioner Date

_____

Commissioner Date

Authorized Signature: Troy Gregg Troy Gregg (Oct 20, 2026 16:07:55 PDT) 10/20/2026

Department Director or designee Date

Authorized Signature: _____

Chief Administrative Officer Date

Reviewed by Signature: _____

Marion County Legal Counsel Date

Reviewed by Signature: Sandra L. Lisac 10/20/2026

Marion County Contracts & Procurement Date

MID VALLEY TREATMENT SIGNATURE

Authorized Signature: _____

Date

Title: _____

Exhibit A
Statement of Services

1. In the event of a psychiatric emergency beyond the ability of the program to manage, facility staff shall immediately contact the Behavioral Health Crisis Center (BHCC) for Marion County and the Administrator-On-Call. A BHCC clinician will conduct a face-to-face assessment of the resident within their response time standards.
    a. The BHCC clinician will conduct a comprehensive assessment including evaluation of the resident's mental status, current symptoms, risk factors, recent precipitating events, current medications, and response to less restrictive interventions already attempted by facility staff.
    b. Based on the assessment, the BHCC clinician will make recommendations regarding:
        i. Whether the resident can be safely maintained at the current facility with additional supports and interventions;
        ii. Whether transport to a higher level of care (acute psychiatric hospitalization) is clinically indicated; or
        iii. Whether other alternatives or resources should be engaged.
    c. If the BHCC clinician determines that transport to an acute psychiatric facility is necessary, they will:
        i. Communicate the assessment outcome to the nurse on duty at the program;
        ii. Identify an appropriate receiving acute psychiatric facility and coordinate bed availability, if able;
        iii. Communicate with the receiving acute psychiatric facility or nearest holding facility, if necessary, that a resident is being transferred.
        iv. Coordinate appropriate transportation resources.
    d. The Administrator-On-Call shall be notified by the facility RN of the assessment findings and transport decision.
2. Once transport has been approved and coordinated by the BHCC, the nurse in charge shall telephone the emergency department manager or psychiatric intake coordinator of the receiving facility with the following information:
    a. Resident's name
    b. Name of the attending LMP or LIP
    c. Nature of the emergency and assessment findings from the BHCC clinician
    d. Current medications and medications administered in the last twenty-four (24) hours.
    e. Legal status
    f. The BHCC clinician, in coordination with facility staff, will arrange for transportation by ambulance or other appropriate transport vehicle as determined by the clinical presentation and safety needs.
        i. The transporting personnel must be verbally notified of the legal status of the resident and any special safety considerations identified by the BHCC clinician.

3. A Mental Health Technician or other available staff will make copies of the following medical records and enclose them in an envelope to accompany the resident:
    a. Cover sheet
    b. A photocopy of resident's Medicaid card, if available
    c. Resident's most recent psychiatric evaluation
    d. Resident's legal status documents and legal orders
    e. Progress notes for the last 2 weeks
    f. Resident's medication Administration Record

ADDENDUM #1
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE CONTRACT PROVISIONS

INTRODUCTION

This Addendum to the contract between MARION COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and **Mid Valley SRTF LLC**, hereinafter called CONTRACTOR is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended.

WHEREAS, COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.

WHEREAS, CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Department of Health and Human Services Security Rule and Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164.

NOW THEREFORE, the parties agree as follows:

1. Definitions.

a. BUSINESS ASSOCIATE shall mean **Mid Valley SRTF LLC**.

b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; I found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 Federal Register 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.

c. COVERED ENTITY shall mean MARION COUNTY.

d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.

e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).

f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.

g. PROTECTED HEALTH INFORMATION shall have-the same meaning- as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification,

and Enforcement Rule, 78 Federal Register 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.

h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.

i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.

j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.

k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the Health Insurance Portability and Accountability Act (HIPAA) Regulations at 45 CFR 160-164.

2. Term.

The term of the HIPAA obligations under this addendum shall commence as of the effective date of this contract and shall expire when all of the information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or if it is infeasible to return or destroy protected health information, protections are extended to the information in accordance with the termination provisions in this contract.

3. Limits on Use and Disclosure.

BUSINESS ASSOCIATE shall not use or disclose protected health information provided or made available by COVERED ENTITY for any purpose other than as expressly permitted or required by this contract or as Required by Law.

4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

a. Statutory Duties.

(1) BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:

(A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and

(B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation

Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), BUSINESS ASSOCIATE shall consider guidance issued by the Secretary pursuant to Section 13401 (c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

(2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.

(3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

Except as otherwise limited in this contract, BUSINESS ASSOCIATE may use or disclose protected health information to perform the functions, activities or services for, or on behalf of, COVERED ENTITY as specified in the contract between the parties, provided that such use or disclosure would not violate the Security and Privacy Rules if done by the COVERED ENTITY, or the minimum necessary policies of COVERED ENTITY.

c. Permissible Requests by Covered Entity.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

5. <u>Additional Purposes for Uses and Disclosures by BUSINESS ASSOCIATE.</u>

a. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

b. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:

(1) The disclosure is Required by Law;

(2) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the info1mation has been breached per section 6.d of this Contract;

(3) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).

(4) BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(5) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. <u>BUSINESS ASSOCIATE Obligations:</u>

a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.

b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.

c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.

d. Reports of Breach. Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discove1y of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.

e. Subcontractors and Agents. BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.

f. Right of Access to Information. BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.

g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.

h. Provide Accounting. BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.

i. Documentation of Disclosures. BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.

j. Access to Documentation of Disclosures. BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.

k. False Claims, Fraud, Waste and Abuse. BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:

(1) Office of Inspector General (OIG) https://oig.hhsc.state.tx.us/Exclusions/Search.aspx

(2) Excluded Parties List System (EPLS) www.sam.gov

7. Obligations of COVERED ENTITY.

a. Limitations in Notice of Privacy Practices. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in its notice of privacy practices of COVERED ENTITY, in accordance with 45 CFR 164.520, to the extent that the limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

b. Changes in Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by Individual to use or disclose protected health information, to the extent that the changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

c. Restrictions on Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of protected health information, that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that the restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by COVERED ENTITY, except if the BUSINESS ASSOCIATE will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administrative activities of BUSINESS ASSOCIATE.

9. Security Assurances, the BUSINESS ASSOCIATE will.

a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164); and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in this Agreement.

b. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;

c. Report to the County any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system, or any security incident of which it becomes aware;

d. Authorize termination of the contract by the County, if the County determines that the BUSINESS ASSOCIATE has violated a material term of the contract.

10. Termination of Contract.

a. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall either:

(1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Contract, if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY;

(2) Immediately terminate this Contract, if BUSINESS ASSOCIATE has breached a material term of this Contract and cure is not possible; or

(3) If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.

b. Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE, its subcontractors or agents, shall retain no copies of the protected health information.

(2) In the event that BUSINESS ASSOCIATE determines that returning or destroying protected health information is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon written notice to COVERED ENTITY that return or destruction of protected health information is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purpose that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health info1mation.

11. Miscellaneous Provisions.

a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.

b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.

c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.

d. Interpretation. Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.

e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

12. <u>Qualified Service Organization Contract Provisions.</u>

a. CONTRACTOR is required to follow the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A, as amended.

b. COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.

c. CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A.

d. CONTRACTOR Shall:

(1) Acknowledge that in receiving, storing, processing, or otherwise dealing with any information f om the Program about the patients in the Program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and

(2) Undertake to resist in judicial proceedings any effort to obtain access to information pe1taining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/4/2026

Department: Public Works

Title: River Road/French Prairie Road - Intergovernmental Agreement No.73000-00029498

Management Update/Work Session Date: 9/22/2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Jill Ogden **Phone:** 503-365-3152

Requested Action:
Approve Supplemental Project Agreement No. 73000-00029498 between ODOT and Marion County in the amount of $538,152.00 for the installation of traffic safety enhancements on River Road NE and French Prairie Road NE.

Issue, Description & Background:
Oregon Department of Transportation's (ODOT's) All Roads Transportation Safety (ARTS) program provides federal funding to Oregon counties and cities to construct safety enhancements designed to address observed crash activity. Marion County has been awarded ARTS funding to construct safety enhancements along the River Road Northeast corridor between OR219 and Parkmeadow Drive. The project includes installation of centerline rumble strips and recessed pavement markers on River Road NE and French Prairie Road NE.

Financial Impacts:
The total estimated cost is $538,152.00 of which $511,244.40 (95%) is estimated to be paid for with federal funds and $26,907.60 (5%) is estimated to be paid with County funds.

Impacts to Department & External Agencies:
There are no impacts to other Marion County departments or external agencies.

List of attachments:
Supplemental Project Agreement No. 73000-00029498:6

Presenter:
Ryan Crowther

Department Head Signature:
BNicholas
Digitally signed by BNicholas
Date: 2026.10.07 11:57:32 -07'00'

Contract Review Sheet

Intergovernmental Agreement **PW-7357-26**

Title: **ARTS - River Road/French Prairie Road: OR219 - Parkmeadow Dr**

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

Department: **Public Works Department** Contact: **Traci Clarke**

Analyst: **Kathleen George** Phone #: **503-365-3100**

Term - Date From: **Execution** Expires: **December 31, 2035**

Original Contract Amount: **$ 538,152.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 538,152.00** Amd% **0%**

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

Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)** **Department**

Description of Services or Grant Award

Oregon Department of Transportation's (ODOT's) All Roads Transportation Safety (ARTS) program provides federal funding to Oregon counties and cities to construct safety improvements designed to correct or mitigate known roadway hazards. Marion County has been awarded ARTS funding to construct safety improvements along the River Road NE corridor between OR219 and Parkmeadow Drive. The project includes installation of centerline rumble strips and recessed pavement markers on River Road NE and French Prairie Road NE.

The total estimated cost is $538,152.00 of which 95%, or $511,244.40 is estimated to be paid for with federal funds and 5%, or $26,907.60 is estimated to be paid with County funds.

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) **Ryan Crowther** Code: **Y**

REQUIRED APPROVALS

	10/14/2026	Janet Wilson	10/14/2026
Finance - Contracts	Date	Contract Specialist	Date
Legal Counsel	Date	Chief Administrative Officer	Date

A168- G112125

Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Authorization No. 73000-00029498:6

Under the authority of Certification Program Agreement No. 73000-00029498 ("Program Agreement") between the **Oregon Department of Transportation** ("State" or "ODOT") and **Marion County** ("Certified Agency"), dated October 14, 2024, which is hereby incorporated by reference, the Parties agree to Certified Agency delivering the "Project" shown on the Project Details Table in Section A below ("Project") as agreed to herein.

A. PROJECT DETAILS TABLE

SPA NUMBER	#6
Project Key Number:	22704
Project Name:	River Road/French Prairie Road: OR219 - Parkmeadow Drive
Project Description:	Installation of centerline rumble strips and recessed pavement markers on River Road NE from Parkmeadow Drive NE to French Prairie Road NE, and French Prairie Road NE from River Road NE to OR219 to reduce vehicle incidents
Funding Award Program:	Funds have been awarded under the All Roads Transportation Safety (ARTS) Program and will be applied in accordance with Paragraph V.3.f of the Program Agreement.
Project End Date:	Certified Agency must complete the Project by: December 31, 2035.
Project Location and Jurisdiction:	• River Road, French Prairie Road and Parkmeadow Drive are a part of Certified Agency's road system under the jurisdiction and control of Certified Agency. • OR219 is a part of the Oregon State Highway System (state highway) under the jurisdiction and control of the Oregon Transportation Commission.

FUNDING DETAILS	DATA
Certified Agency's Unique Entity Identifier:	FUAKHMJE2437
Certified Agency to report executive compensation information per Federal Transparency Act (see Exhibit B):	No
Award is for Research and Development (R&D) as defined in 2 CFR 200.1:	No
Certified Agency Indirect Cost Rate(s):	7.99%
Pro-rated Federal Share Percentage:	95%
Certified Agency Required Match Percentage:	5%
Federal Funds:	$511,244.40
State Funds:	$0

Certified Agency Funds:	$26,907.60
Other Funds:	$0
Approved In-kind Contribution:	$0
Total Project Cost	$538,152.00
INFORMATIONAL DETAILS	DATA
ODOT's preliminary estimated costs for oversight and other ODOT services for Project phases covered by this Supplemental Project Authorization, applied in accordance with Section B, Paragraph 3 below:	$5,000.00

APPLICABLE PROVISIONS

Standard Provisions:
The following exhibits to the Program Agreement apply to this Project if marked "Yes" below ("No" indicates the exhibit does not apply to this Project).

Yes/No	Exhibit #	Description
Yes	Exhibit B:	Standard Provisions: Federal Transparency Act Subaward Reporting
Yes	Exhibit C:	Standard Provisions: Contract Insurance
Yes	Exhibit D:	Standard Provisions: Americans with Disabilities Act Compliance
No	Exhibit E:	Standard Provisions: Local Bridge Projects
Yes	Exhibit F:	Standard Provisions: Right of Way Services

Special Provisions:
The following attachment(s) and Project-specific modifications to the Program Agreement apply to this Project if marked "Yes" below ("N.A." indicates "not applicable").

Yes/N.A.	Attachment #	Description
Yes	Attachment 1:	Project Vicinity Map
Yes.	Attachment 2:	Special Provisions: State Highway Work
Yes	See Section B, Paragraph(s) 8 for other Project-specific modifications to the Program Agreement that apply to this Project.	

B. SUPPLEMENTAL PROJECT AUTHORIZATION TERMS

1. Applicable Provisions: Except as otherwise modified by the terms of this Supplemental Project Authorization, the Project is subject to the terms and conditions of the Program Agreement and the Standard Provisions and Special Provisions specified in the Project Details Table above, which are incorporated into this Supplemental Project Authorization by reference as though fully set forth herein.

2. Scope: The Project scope includes the preliminary engineering and construction phases programed in the STIP for the design and installation of centerline rumble strips and recessed pavement markers, located on River Road/French Prairie Road as shown on Attachment 1 –Project Vicinity Map.

   Unless authorized by an amendment to this Supplemental Project Authorization, the Project work on OR219 shall not include permanent improvements or installations on the state highway but may include the use of temporary traffic control devices and signs in accordance with Attachment 2 – Special Provisions: State Highway Work.

3. ODOT Costs: The Parties agree that ODOT will perform risk-based Project oversight in accordance with the Program Agreement. A preliminary estimate for the cost of ODOT's work is shown above in the Project Details Table under Informational Details. The Parties agree that ODOT services to be performed in excess of this preliminary estimate shall be addressed as provided in Paragraph V.3 Subsection g. of the Program Agreement. Certified Agency understands that ODOT's costs are estimates only and Certified Agency agrees to pay ODOT's actual costs incurred per the Terms of this Supplemental Project Authorization. On a quarterly basis, ODOT will provide Certified Agency a statement of costs expended by ODOT.

4. Funding: A combination of federal, state, and local funds may be expended on the Project as detailed in the Project Details Table above, subject to the limitations and obligations set forth in the Program Agreement and this Supplemental Project Authorization. Federal and State funds for a project shall be limited to the amount shown in the Funding Details section of the Project Details Table above.
   a. Certified Agency guarantees the availability of Certified Agency funding in an amount required to fully fund Certified Agency's share of the Total Project Costs, as shown in the Project Details Table, and in accordance with the Funding provisions in Paragraph V.3 of the Program Agreement.
   b. Certified Agency understands and agrees that federal funding for this Project is contingent upon FHWA's approval of each funding request. Any work performed outside the period of performance approved by FHWA or outside the Project scope will be considered non-participating and paid for at Certified Agency expense.
   c. ODOT will submit requests for federal funding authorizations to FHWA by Project phase. The ODOT Project Contact or designee will provide Certified Agency with a written notice to proceed for each Project phase when FHWA approval has been secured and funds are available for expenditure on the Project.
   d. With the notice to proceed, ODOT will provide Certified Agency with a copy of the USDOT FHWA Federal Aid Project Agreement between ODOT and FHWA for this Project, which contains the information required of pass-through entities by 2 CFR 200.332(a)(1).

5. Invoicing: Certified Agency shall submit invoices for Project progress billings in accordance with the invoicing provisions in Paragraph V.5 of the Program Agreement.

6. Period of Performance:
   a. Begin and End Dates: The Project period of performance begins when both the initial FHWA Project authorization has been received by ODOT and a notice to proceed for the first phase of the Project has been issued to Certified Agency by the ODOT Project Contact. The Project period of performance ends on the Project End Date shown in the Project Details Table. All Project work must be completed within the period of performance.
   b. Project End Date Changes: The Project End Date may be changed upon written approval by the ODOT Project Contact, which shall be incorporated by reference into this Supplemental Project Authorization. To extend the Project End Date, Certified Agency shall submit a written request to the ODOT Project Contact as soon as Certified Agency becomes aware that a schedule

change is necessary, but no less than sixty (60) calendar days prior to the authorized Project End Date. The ODOT Project Contact will coordinate with ODOT Program and Funding Services to seek authorization from FHWA prior to approving the extension request. FHWA authorization for extensions is not guaranteed. Any work performed outside the period of performance authorized by FHWA will be nonparticipating and paid for at Certified Agency expense.

7. Project Useful Life: The useful life of the Project is 20 years.

8. Project-Specific Modifications: For purposes of this Project only, the Parties agree to the following modifications to the terms of the Program Agreement, which are supplemental to the Program Agreement unless otherwise specified:

Exhibit F - Right of Way Services Requirements: Exhibit F of the Program Agreement is modified as follows:

a. Add the following new Paragraph 12 to Section A. Right of Way Services:

12. Title VI Assurances: Certified Agency agrees to comply with the applicable nondiscrimination assurances required by Title VI of the Civil Rights Act of 1964, 42 USC 2000d *et seq.*, 49 CFR Part 21, and 28 CFR 50.3, as amended, for all real property acquired with federal-aid participation. See US Department of Transportation guidance document number DOT 1050.2A for additional information related to applicable assurances.

b. Paragraph 1.d. of Section B. Certified Agency Roles and Responsibilities is revised as follows:

All references to “Level 1 Initial Site Assessment” are deleted and replaced with “Phase I Environmental Site Assessment”.

C. PROJECT CONTACTS, SIGNATURE AUTHORITIES, COUNTERPARTS, ACKNOWLEDGEMENT

1. Each Party’s Project Contact is shown on the signature page of this Supplemental Project Authorization. Each Party agrees to notify the other Party in writing of any contact information changes during the term of this Supplemental Project Authorization.

2. Each Party certifies and represents that the individuals signing this Supplemental Project Authorization have been authorized to enter into and execute this Supplemental Project Authorization on behalf of the Party under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind the Party.

3. This Supplemental Project Authorization 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 Supplemental Project Authorization so executed shall constitute an original. The Parties may use Electronic Signatures in accordance with Paragraph VII.15. of the Program Agreement.

4. This Project is in the 2024-2027 Statewide Transportation Improvement Program, (Key No. 22704) that was approved by the Oregon Transportation Commission on July 13, 2023 (or subsequently approved by amendment to the STIP).

5. Certified Agency Acknowledgement:

Certified Agency's signing representative(s) certify that by signing this Supplemental Project Authorization, they have read the Program Agreement, including the exhibits that apply to this Supplemental Project Authorization as shown in the Project Details Table in Section A above.

Signature Page to Follow

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

MARION COUNTY, acting by and through its elected officials

By _____
Chair

By _____
Commissioner

By _____
Commissioner

Date _____

APPROVAL RECOMMENDED

By Brian Nicholas 10/16/2026
Brian Nicholas (Oct 16, 2026 12:03:16 PDT)
Director of Public Works Date

By _____
Chief Administrative Officer Date

APPROVED AS TO FORM

By _____ 10/14/2026
Certified Agency Contracts Date

LEGAL REVIEW APPROVAL

(If required by Certified Agency's process)
By _____
Certified Agency Legal Counsel
Date _____

Certified Agency Project Contact:
Mitchell Hemmer, PE
Marion County Public Works Engineering
5155 Silverton Road NE
Salem, Oregon 97305
(503) 983-0343
MHemmer@co.marion.or.us

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

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
State Right of Way Manager

Date _____

By _____
Region 2 Right of Way Manager

Date _____

By_____
Certification Program Manager

Date_____

By_____
District 3 Manager

Date_____

APPROVED AS TO LEGAL SUFFICIENCY

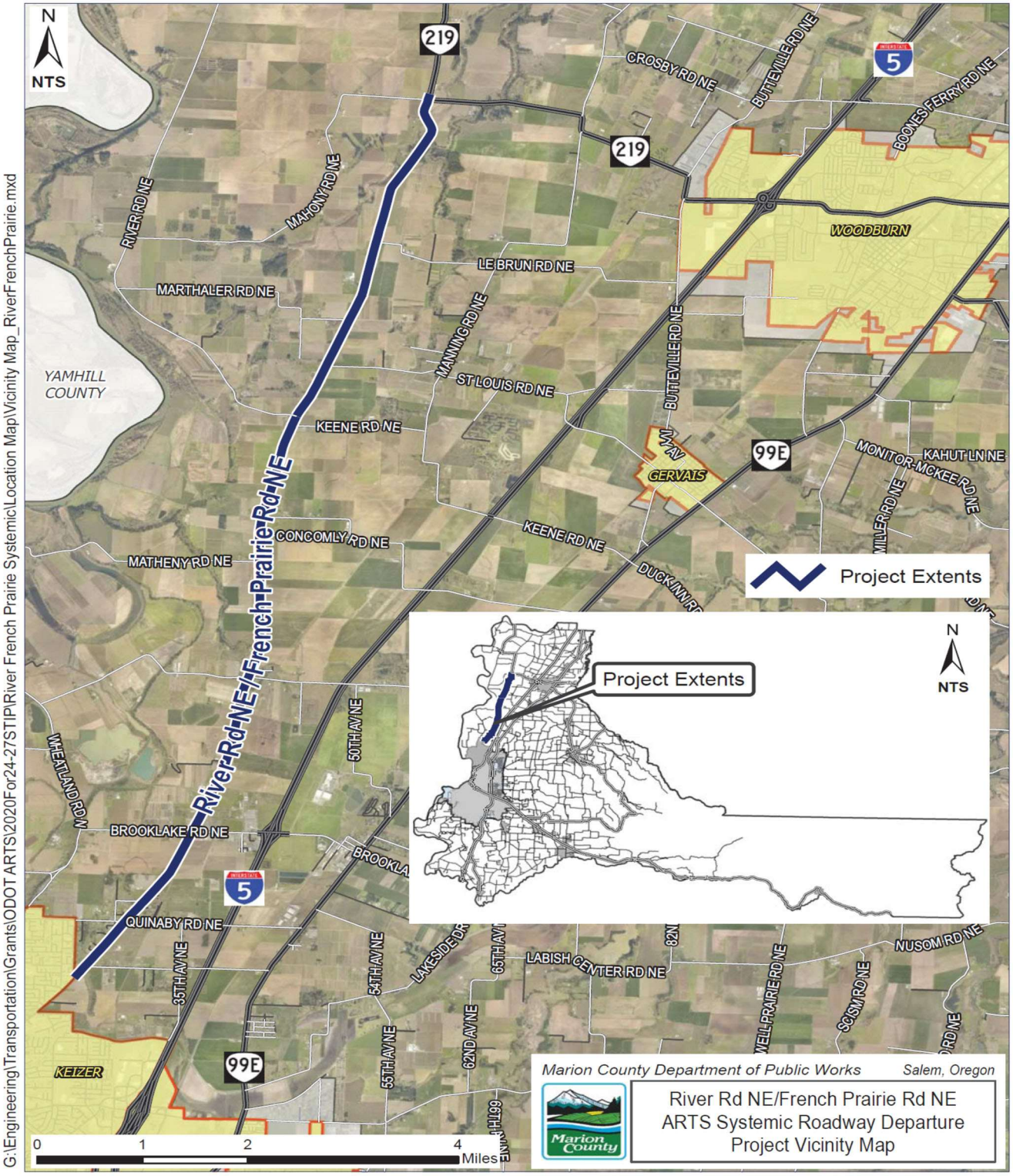
By_____
Assistant Attorney General

Date_____

ODOT Project Contact:
Valerie Greenway, Region 2, Area 3
Senior Transportation Project Manager
455 Airport Road SE, Building B
Salem, Oregon 97301
(971) 304-5021
Valerie.Greenway@odot.oregon.gov

Attachment 1

Project Vicinity Map



Attachment 2
Special Provisions: State Highway Work
(Applicable to work on or along the state highway.)

A. GENERAL REQUIREMENTS AND RESTRICTIONS

1. General: Certified Agency agrees to comply with all federal, state, and local laws, rules, and regulations and shall obtain and comply with the provisions of all necessary permits, licenses, and approvals, including land use permits, building permits, and environmental clearances for the Project. Certified Agency shall ensure its developers, contractors, subcontractors, and consultants performing work on the Project comply with such requirements.

2. Notification: Certified Agency shall notify the **ODOT District 3** Office when performing onsite work on or along the state highway as follows:
   a. Preliminary Engineering: At least two (2) business days prior to performing preliminary engineering or survey work.
   b. Construction: At least thirty (30) calendar days prior to performing initial Project construction work.
   c. Maintenance: At least two (2) business days prior to performing any maintenance work.
   d. Lane Restrictions: At least thirty (30) calendar days prior to performing any type of work requiring lane restrictions.

3. Restrictions: Certified Agency shall not perform any work on or along the state highway requiring lane restrictions as follows:
   a. Between 6am-9am and 3pm-6pm Monday through Thursday. Friday 6am-9am and anytime after 12pm.
   b. During inclement weather (snow, ice, heavy fog, high wind), between sunset and sunrise, on weekends, or between noon on the day preceding a legal holiday or holiday weekend and midnight of the legal holiday.
   c. Without providing required notice as described in Paragraph 2.d above.

B. PERMITTING REQUIREMENTS

1. Permission for Project Work: ODOT grants Certified Agency permission to conduct Project work within the state highway right of way as described in this Supplemental Project Authorization and in accordance with the limitations set forth in Section A above. The work shall be protected in accordance with the versions of the *Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD),* the *Oregon Supplement to the Manual on Uniform Traffic Control Devices*, and the *Oregon Temporary Traffic Control Handbook* that are in effect at the time the work is conducted. In addition, the Project may be subject to the requirements of the ODOT *Mobility Procedures Manual* and approval by the ODOT Mobility Advisory Committee prior to submittal of the Plans, Specifications, and Estimates (PS&E) documents.

2. Highway Approaches, Access Control, Spacing Standards and Medians: Prior to PS&E, Certified Agency shall ensure that all state highway approach and access management requirements in Oregon Administrative Rules (OAR) Chapter 734, Division 51 that are applicable to the Project are met.

   a. State highway access management in the project delivery process for each STIP project is required to be conducted in accordance with OAR 734-051-5120. To ensure that all projects subject to OAR 734-051-5120 are carried out consistent with this rule, Certified Agency shall refer all Project-related access management to ODOT to determine the process for complying with OAR 734-051-5120.

   b. Any Project-related permits, agreements, or other documents required to comply with OAR Chapter 734, Division 51 must be included in Certified Agency's final PS&E submittal to ODOT.

   c. For additional information, see the ODOT Access Management page and ODOT Technical Bulletin AM21-01(B): *Determination of Approach Modification in a Highway Improvement Project* in the ODOT Technical Guidance Directory.

3. Utility Permits: Certified Agency shall ensure that any utility installing a utility service within state highway right of way as part of the Project has obtained a utility permit issued by ODOT's District office under OAR Chapter 734, Division 55 prior to installation of the utility service line.

C. PROJECT-SPECIFIC FEATURES: RESERVED

D. MAINTENANCE RESPONSIBILITIES:

1. Maintenance of Project-specific Improvements: Certified Agency shall maintain, operate, repair, replace, move, and remove, as applicable, any Project-specific improvements within state highway right of way, unless otherwise specified in this Supplemental Project Agreement or in a fully executed maintenance agreement. Such Project-specific improvements shall be maintained and operated at the same level as similar facilities owned by ODOT.

2. Work Zone Protection: Certified Agency's maintenance work on or along state highway right of way, including work performed by Certified Agency's contractors, shall be protected in accordance with the versions of the *MUTCD*, *Oregon Supplement to the Manual on Uniform Traffic Control Devices*, and the *Oregon Temporary Traffic Control Handbook* which are in effect at the time the work is conducted.

3. Contribution, Indemnification, and Contract Insurance: Certified Agency's obligations under the Contribution and Contract-Related Indemnification, Contractor Indemnification, and Contract Insurance provisions in the Program Agreement, Section VII, Paragraphs 5, 9, and 10, respectively, apply to Certified Agency's ongoing maintenance work.

4. Power: Certified Agency shall, at its own expense, provide power needed for signals, lighting, and other Project-specific improvements, unless otherwise specified in this Supplement Project Agreement or in a fully executed maintenance agreement.

5. Landscaping: Not applicable to this Project.

6. Sidewalks: Maintenance of sidewalks and other pedestrian or bicycle paths shall include removing

litter, debris, and vegetation; repairing surface irregularities such as holes and cracks; and maintaining a smooth, level surface for the unimpeded movement of pedestrians and bicyclists.

7. Adjacent Property Owners: Should Certified Agency allow an adjacent property owner to perform maintenance of the landscape, sidewalk, or other behind-the-curb improvements on or along state right of way, Certified Agency remains responsible and liable for compliance with the terms of this Supplemental Project Authorization and for the performance of such work, regardless if the work is performed by Certified Agency or an adjacent property owner.

8. Project-specific Improvements:

   a. ODOT will be responsible for any maintenance, operation, and repair of the following Project-specific improvements on the state highway:

      - Not applicable to this Project.

   b. Certified Agency, at its own expense, shall be responsible for any maintenance, operation, repair, replacement, and removal of the following Project-specific improvements on the state highway:

      - Temporary traffic control signs and devices.

   c. Certified Agency, at its own expense, shall be responsible for maintenance, operation, repair, replacement, and removal of any Project-specific improvements not specified in Paragraph 8.a or Paragraph 8.b above.

9. Removal or Replacement of Project-Specific Improvements: Certified Agency agrees the following paragraphs apply to the Project-specific improvements specified in Paragraphs 8.b and 8.c above.

   a. Certified Agency is responsible for any removal or replacement of the Project-specific improvements, unless otherwise specified in a fully executed maintenance agreement.

   b. If Certified Agency fails to maintain the Project-specific improvements or Certified Agency no longer supports the continued operation of the Project-specific improvements, Certified Agency shall, at its own expense, remove the improvement and restore the state highway right of way.

   c. Certified Agency understands that if ODOT determines the need for the Project-specific improvements to be moved or removed for any reason, including but not limited to highway construction, reconstruction, maintenance, or operational projects, Certified Agency will promptly move or remove the improvement at Certified Agency's expense. This does not apply to Project-specific improvements requested by ODOT and constructed by Certified Agency in full compliance with this Supplemental Project Authorization.

   d. ODOT reserves the right to maintain, operate, repair, replace, move, or remove any Project-specific improvement at Certified Agency's expense if Certified Agency fails to maintain, operate, repair, replace, move, or remove any Project-specific improvement in accordance with this Supplemental Project Authorization.

10. Survival: Maintenance responsibilities, including the responsibility to maintain, operate, repair, replace, move, and remove any Project-specific improvements, shall survive any expiration or termination of this Supplemental Project Authorization.