



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, April 8, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PRESENTATION

1. 2025 Volunteer Annual Report. –Sherry Lintner

PROCLAMATION

HUMAN RESOURCES

2. Consider approval of a proclamation designating the week of April 19-25, 2026, as Volunteer Week in Marion County. –Sherry Lintner

CONSENT

BOARD OF COMMISSIONERS

Board Committee Appointment – Materials Management Advisory Council

3. Approve an order appointing Sarah Steen to the Marion County Materials Management Advisory Council (MMAC) as a Recycling Industry Representative with a term ending April 8, 2030.

BUSINESS SERVICES

4. Approve Amendment #1 to the Purchase Order (PO) with Waxie Sanitary Supply to add \$50,000 for a new PO total of \$150,000 to continue to provide janitorial supplies, industrial paper products, and custodial equipment for Marion County buildings through June 30, 2026.

FINANCE

5. Approve the incoming funds Contract for Services with Boek, Inc., dba, The Western Agency to provide debt collection services for delinquent accounts on behalf of Marion County with an estimated not-to-exceed amount of \$2,000,000 in net collections being returned to the county through March 31, 2029.

6. Approve Amendment #1 to the Purchase Order (PO) with Professional Credit Services to add \$100,000 for a new not-to-exceed PO total of \$200,000 to cover commission payment expenses owed and accumulated and update gross payment remittance to net payment remittance through June 30, 2026.

PUBLIC WORKS

7. Schedule final consideration to adopt an administrative ordinance on April 15, 2026, for Zone Change / Partition, Case #25-005 / Roger and Jenny Pena.

SHERIFF'S OFFICE

8. Approve the incoming funds Intergovernmental Agreement with the Oregon Department of Corrections in the amount of \$596,122 for the Family Sentencing Alternative Program (FSAP) designed to keep families intact by diverting qualified offenders with custody of a minor child from prison to probation retroactive to July 1, 2025, through June 30, 2027.

ACTION

None.

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: April 08, 2026

Department: Human Resources

Title: Presentation: 2025 Volunteer Annual Report and National Volunteer Week Proclamation

Management Update/Work Session Date: February 10, 2026 Audio/Visual aids [checkbox]

Time Required: 10-15 minutes Contact: Sherry Lintner Phone: 503-588-7990

Requested Action: Volunteer Services will share highlights of the 2025 Volunteer Annual Report and present the 2026 Volunteer Week Proclamation for adoption by the Board of Commissioners. The proclamation recognizes April 19-25, 2026 as Volunteer Week in Marion County.

Issue, Description & Background: Volunteer Services collects data from county departments that engage volunteers and compiles this information into the Annual Volunteer Report. In 2025, nearly 1,600 individuals contributed their time and expertise as Marion County volunteers, collectively providing 60,481 hours of service across county programs, divisions, and departments. National Volunteer Week (April 19-25, 2026) provides an opportunity to formally recognize the contributions and impact of volunteers and to promote continued community engagement. Adoption of the attached proclamation offers a meaningful way to acknowledge Marion County volunteers and the causes they support.

Financial Impacts: Volunteers have a direct impact on county services, and their contributions in 2025 are valued at over \$2.2M.

Impacts to Department & External Agencies:

List of attachments: 2025 Volunteer Annual Report and the 2026 National Volunteer Week Proclamation

Presenter: Sherry Lintner, Volunteer Services Coordinator, Human Resources

Department Head Signature: Salvador Llerenas Digitally signed by Salvador Llerenas Date: 2026.03.24 15:39:03 -07'00'



Marion County VOLUNTEER

2025 Annual Report

By the Numbers

January 1 — December 31, 2025



Number of
volunteers:

1,587



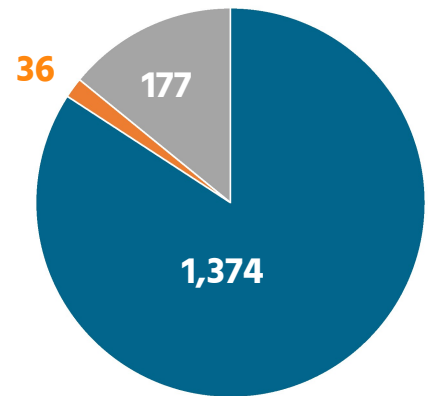
Hours
Served:

60,481



*Value of
Hours Served:

\$2.2M



- Interns & Practicum Students
- Advisory Board Members
- Program Volunteers

*Based on the Independent Sector's 2025 published rate for the State of Oregon, which values a volunteer's time at \$36.44 per hour. For the purpose of this report the volunteer hours and dollar value have been rounded to the nearest hour and dollar.

As we reflect on 2025, we recognize the vital role volunteers continue to play in advancing Marion County services and strengthening our community. Through the generous contribution of their time, energy, and expertise, volunteers help Marion County respond to the evolving needs across departments and within the broader community.

The 2025 Volunteer Annual Report demonstrates the breadth and impact of service throughout the year. From student internships to specialized program support, volunteers are integral partners in achieving county priorities and enhancing the quality of life for residents and visitors. In addition to program volunteers and interns, individuals appointed to advisory boards provide essential governance support across service areas. Their contributions promote transparency, strengthen community connections, and inform sound decision-making.

This report reflects the scale of individual involvement, and the impact across Marion County departments. It is a privilege to support the staff and volunteers whose contributions make this work possible. Marion County is truly powered by people who care!

Sherry Lintner
Marion County Volunteer Services Coordinator





Board of Commissioners Office

Hours of service: **374**

Valued at: **\$13,629**

37 Volunteers serve as appointed members of the Public Safety Coordinating Council.

1 Volunteer serves as Marion County's appointed representative on the Salem Foundation Distribution Committee.



Clerk's Office

Hours of service: **104**

Valued at: **\$3,790**

4 Volunteers serve as appointed members of the Property Value Appeals Board. Members hear and decide property owner appeals regarding the value of their property.



Community and Economic Development Department

Hours of service: **33,640**

Valued at: **\$1,225,840**

135 Volunteers help care for the dogs at the Marion County Dog Shelter helping to maintain the shelter, walk, train, transport, and foster dogs.

8 Volunteers serve on the Marion County Fair Board. Members organize and manage the Marion County Fair, a four-day event celebrating the region's heritage, agriculture, and community.

67 Event volunteers support the Marion County Fair helping with public competitions, information booths, and will-call.

2 College students completed their internships.

3 Volunteers serve as appointed members of the 4H & Extension Service District Budget Committee.

723 Volunteers support 4H programs and Extension Services in Marion County.



District Attorney's Office

Hours of service: **4,201**

Valued at: **\$153,075**

11 Volunteers and interns support victims of crime as Victim Advocates and Sexual Assault Response Advocates.



Finance Department

Hours of service: **32**

Valued at: **\$1,166**

- 3** Volunteers serve as appointed members on the Budget Committee, working along side the Board of Commissioners to prepare the County's annual operating budget.



Health and Human Services Department

Hours of service: **5,737**

Valued at: **\$209,054**

- 15** Volunteers serve as appointed members of the Ambulance Service Area Advisory Committee.
- 7** Volunteers serve as appointed members of the Local Alcohol and Drug Planning Committee.
- 8** Volunteers serve as appointed members of the Intellectual and Developmental Disability Advisory Committee.
- 11** Volunteers serve as appointed members of the Mental Health Advisory Committee.
- 5** High school students serve on the Youth Voice Committee, a youth led collaborative focused on prevention and mental health.

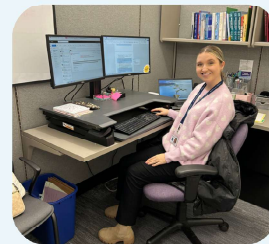
- 4** Students completed their internship with Addiction Treatment Services.

- 14** Students completed their internship with Behavioral Health Outpatient or Crisis Services.

- 5** Students completed their internship with Public Health.

- 3** Volunteers provided support to our Maternal Child Health Program.

- 3** Physicians served as volunteer Civil Surgeons.



Human Resources Department

Hours of service: **113**

Valued at: **\$4,127**

- 3** Volunteers serve as appointed members of the Compensation Board. Members recommend compensation for the nine elected officials in Marion County.

- 22** Volunteers support special events and employee engagement activities.





Justice Court

Hours of service: **84**

Valued at: **\$3,061**

- 2** Attorneys serve as appointed Justice of the Peace Pro-Tempore - providing coverage when the elected Judge is absent or has a conflict of interest.



Juvenile Department

Hours of service: **1,954**

Valued at: **\$71,202**

- 3** Volunteers support administration and programs that serve youth.
- 1** Student completed their internship with the Probation team.
- 2** Students completed their internship with the Education and Counseling Program.
- 1** Student completed their internship with the Guaranteed Attendance Program.



Legal Counsel

Hours of service: **183**

Valued at: **\$6,678**

- 4** Volunteers help to keep the Law Library's materials organized, in good repair, and up to date.



Public Works Department

Hours of service: **2,674**

Valued at: **\$97,437**

- 10** Volunteers serve as appointed members of the Marion Water Quality Advisory Committee.
- 9** Volunteers serve as appointed members of the Planning Commission.
- 10** Volunteers serve as appointed members of the Parks Commission.
- 26** Volunteers serve as appointed members of the Materials Management Advisory Council.
- 7** Volunteers serve as appointed members of a Service District or Service District Budget Committee.
- 77** Individuals volunteered for Earth Day, a park clean up, tree planting event, or are seasonal hosts at a Marion County Park.
- 34** Volunteers support our Emergency Management team, enhancing our collective preparedness and response throughout Marion County.
- 110** Adopt-A-Road volunteers help keep local roads clean and safe by regularly picking up litter and maintaining the area.

Finance





Sheriff's Office

Hours of service: 11,385

Valued at: \$414,869

- 13** Youth participate in the Cadet Program, training and preparing for a career in law enforcement.
- 68** Individuals apply their unique skills and training to their volunteer work as a on the Search and Rescue Team.
- 5** Highly trained volunteers assist as a Reserve Deputy, providing valuable support and coverage including weekend patrols.
- 1** Student completed their internship with the Community Corrections Division.

15 Volunteers serve as appointed members of the Sheriff's Community Advisory Committee.

95 Support group volunteers provide faith-based and recovery support to adults in custody at the Marion County Jail.



Congratulations!

Annual Volunteer Award Recipients

Each year the Board of Commissioners recognize our volunteers for their outstanding service to a county department, division, or program. Commissioners Kevin Cameron and Colm Willis, with help from Sheriff Nicholas Hunter, honored volunteers for their outstanding service at a special event during the 2025 Marion County Fair. Marion County Emergency Management Director Greg Walsh joined to present the award to Katherine Sullivan.

Ananiah Johnston

2024 Youth Volunteer of the Year
Cadet Ananiah Johnston is recognized for her dedication and service to Marion County Sheriff's Office Cadet Program

2024 Commissioner Mary Pearmine Group of the Year
The 2024 Fair Public Competition Superintendents were named the outstanding group of the year. This award recognizes a group for their service to the county either through direct service or partnership.

Jeanne Snyder

2024 Outstanding Department Volunteer Community Services
Jeanne Snyder is recognized for her dedication and service to Marion County Dog Services

Rachael Federico

2024 Outstanding Department Volunteer Justice Court
Rachael Federico is recognized for her dedication and service to Marion County Justice Court

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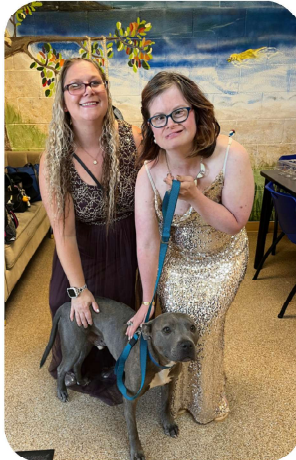
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Kathleen Sullivan is recognized for her dedication and service to Marion County Emergency Services

Award recipients not pictured: Oliver Beasley, 2024 Outstanding Department Volunteer, Legal Counsel

Marion County Volunteer Services
555 Court Street NE, Salem OR 97301 - PO Box 14500, Salem, OR 97309
503-588-7990 - volunteer@co.marion.or.us - www.co.marion.or.us



Marion County Volunteers in Action



Marion County extends its sincere appreciation to all volunteers whose time, skills, and dedication strengthen our programs and services. Your contributions directly support our mission and enhance the quality of life for our community.

We also recognize the staff who support, coordinate, and sustain volunteer engagement across departments. This work would not be possible without your commitment. Thank you for your continued service and partnership.

Interested in volunteering with Marion County? Opportunities are available across a variety of departments and service areas. Visit our website or contact Volunteer Services to learn more about how to get involved.

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**BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON**

**In the matter of proclaiming April 19-25, 2026
as Volunteer Week in Marion County**

PROCLAMATION

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on April 8, 2026.

WHEREAS, volunteers inspire, equip and mobilize to act and create positive change in our county; and

WHEREAS, during this week volunteers will be recognized for their commitment and service; and

WHEREAS, volunteers in Marion County play a crucial role in supporting the well-being of our community; and

WHEREAS, their efforts reflect a deep commitment to helping others and improving conditions in our community; and

WHEREAS, individuals and communities are at the heart of social change; and

WHEREAS, we recognize that government alone cannot address all our social challenges; and

WHEREAS, our county's volunteers are a priceless resource; and

WHEREAS, our volunteers give their time without expecting anything more than the satisfaction of making a positive impact; and

WHEREAS, these individuals are most deserving of appreciation and thanks; now

THEREFORE, we, the Marion County Board of Commissioners, do hereby proclaim April 19-25, 2026, as **Volunteer Week** in Marion County, and urge our fellow citizens to volunteer in their respective communities.

Dated at Salem, Oregon, this 8th day of April 2026

MARION COUNTY BOARD OF COMMISSIONERS



O R E G O N

Chair

Commissioner

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

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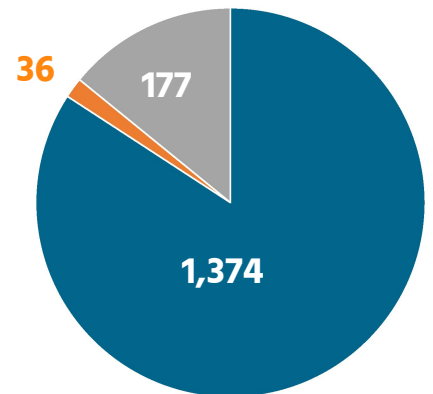
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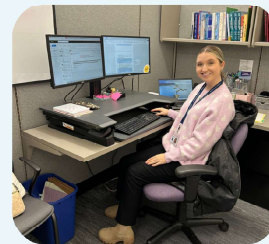
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Ananiah Johnston

2024 Youth Volunteer of the Year
Cadet Ananiah Johnston is recognized for her dedication and service to Marion County Sheriff's Office Cadet Program



2024 Marion County Fair Public Competition Superintendents
Commissioner Colm Willis, Rebecca Kaufman, Dan Black, Carla Hatch, Sue Vezendental, Sheriff Nick Hunter, and Commissioner Kevin Cameron (not pictured: Darin DeCoster, Heidi DeCoster, and Erin Hough)

2024 Commissioner Mary Pearmine Group of the Year
The 2024 Fair Public Competition Superintendents were named the outstanding group of the year. This award recognizes a group for their service to the county either through direct service or partnership.



Jeanne Snyder

2024 Outstanding Department Volunteer Community Services
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Rachael Federico

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Katherine Sullivan

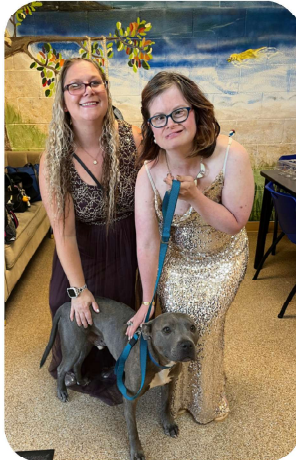
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Marion County Volunteer Services
555 Court Street NE, Salem OR 97301 - PO Box 14500, Salem, OR 97309
503-588-7990 - volunteer@co.marion.or.us - www.co.marion.or.us



Marion County Volunteers in Action



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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 4/8/2026

Department: Public Works

Title: Appoint Sarah Steen to the Materials Management Advisory Council (MMAC)

Management Update/Work Session Date: 3/31/2026 Audio/Visual aids []

Time Required: 0 minutes Contact: Cory Swartwout Phone: 503-566-4160

Requested Action: Appoint Sarah Steen to represent the Marion County Recycling Industry position on the Materials Management Advisory Council (MMAC).

Issue, Description & Background: The Materials Management Advisory Council (MMAC) advises the Board of Commissioners on policies, programs, and initiatives related to waste reduction, recycling, and sustainable materials management. Sarah Steen serves as the Western Oregon Municipal Manager at Republic Services and regularly attends MMAC meetings as a guest.

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Board Order, MMAC Roster, Application

Presenter: Sherry Lintner

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.03.25 06:24:51 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of the appointment of)
Sarah Steen to the Materials) Department of Public Works
Management Advisory Council)

O R D E R #: _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on April 8, 2026, to appoint Sarah Steen to the Marion County Materials Management Advisory Council with a term beginning April 8, 2026, and ending on April 8, 2030.

IT APPEARING that the Board of Commissioners has established the Materials Management Advisory Council.

IT FURTHER APPEARING that in the planning, coordination, and implementation of a materials management system, the Board may give consideration to the concerns of interested citizens and representatives of affected communities, agencies, and organizations. After due consideration, the Board hereby enters the following order:

IT IS HEREBY ORDERED that the Board appoint Sarah Steen, representing the Recycling Industry of Marion County, to the Marion County Materials Management Advisory Council.

This appointment shall be for a term beginning April 8, 2026 and ending on April 8, 2030. The appointed members are to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this 8th day of April, 2026.

MARION COUNTY
BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Cc: Clerk
Volunteer Services

MARION COUNTY
MATERIALS MANAGEMENT ADVISORY COUNCIL
Roster

Council Member	Position	Term End Date
Voting Members		
Kevin Cameron	Marion County – Elected Official, Chair	01/14/2030
Daniel Kohler	City of Keizer – Elected Official	07/31/2029
Jenny Ammon	City of Keizer – Staff	07/31/2029
Linda Nishioka	City of Salem – Elected Official	07/31/2029
Ryan Zink	City of Salem – Staff	07/31/2029
Frank Lonergan	City of Woodburn – Elected Official, Vice-Chair	07/31/2029
Jim Row	City of Woodburn – Staff	07/31/2029
Walter Wick	City of Aumsville – Elected Official	07/31/2029
Marie Traeger	City of Silverton – Elected Official	08/31/2029
Jordan Ohrt	City of Stayton – Elected Official	07/31/2029
Brian Asher	City of Aurora – Elected Official	07/31/2029
Walter Perry	City of Jefferson – Elected Official	07/31/2029
Ken Hector	Marion County Citizen – Urban	10/29/2029
Michele Tesdal	Marion County Citizen – Rural	10/29/2029
Treva Gambs	Food Service/Grocery Industry	07/31/2029
Duane West	Home Builders Association	07/31/2029
Non-Voting Members		
Shane Kuenzi	Materials Management Industry	07/31/2029
Mark Lowery	Community Organization	03/25/2030
<i>Vacant</i>	Recycling Industry	

County Contacts			
Name	Title	Phone	Email
Brian May	ES Division Manager	(503) 365-3147	BMay@co.marion.or.us
Cory Swartwout	ES Program Supervisor	(503) 566-4160	CSwartwout@co.marion.or.us
Whitney Ned	Office Specialist	(503) 566-4153	WNed@co.marion.or.us
Kevin Cameron	Marion County Commissioner	(503) 588-5212	KCameron@co.marion.or.us
Danielle Bethell	Marion County Commissioner	(503) 588-5212	DBethell@co.marion.or.us
Colm Willis	Marion County Commissioner	(503) 588-5212	CWillis@co.marion.or.us



Advisory Board Application

Applicant's Name: **Sarah Steen**

Adv. Board: **Materials Management Adv. Council**

MMAC Position: **Recycling Industry – Non Voting**

City of Residence: **Albany** Zip Code: **97322**

Occupation: **Municipal Manager for Wester Oregon, Republic Services**

Completed application Rcd: **03/05/2026**

Has this applicant served as an appointed volunteer for Marion County before? **No**

The reason I am applying:

I would welcome the opportunity to serve on the Materials Management Advisory Board. I bring many years of experience working through solution-based challenges and collaborating with diverse stakeholders. I'm a strong listener, I follow through on commitments, and I value practical, results-driven discussions.

More about my personal and professional interests:

My interest in applying for the Materials Management Advisory Board comes naturally through my role as Western Oregon Municipal Manager for Republic Services. This position allows me to work closely with communities, partners, and stakeholders on waste management and environmental solutions, and I believe serving on this advisory board would be a great opportunity to further collaborate, share information, and support regional efforts.

I was also encouraged to apply by my colleague Julie Jackson, who spoke highly of the advisory board and its impact. Her confidence that I would be a good fit meant a great deal to me, and it further motivated me to put my name forward.

Tell us more about your community involvement:

Most of my community involvement has been centered in Linn and Benton counties. I currently serve on the Board of Directors for the Albany Area Chamber of Commerce and will complete my six-year term this June. During my time with the Chamber, I have also participated on several committees supporting local business and community initiatives.

I am actively involved with United Way of Linn and Benton Counties and have been a Rotarian for nearly 14 years, serving in various leadership roles throughout that time. In addition, I support local nonprofits such as Furniture Share, which has expanded its impact into Marion County, particularly during wildfire recovery efforts.

Beyond these roles, I regularly volunteer in a variety of ways—from helping with community clean-up efforts along local roads to supporting organizations like the Boys & Girls Club. Community involvement has always been an important part of who I am, and I believe in showing up where help is needed and contributing in meaningful ways.

Previous board service at Marion County:

No



Advisory Board Application

Qualifications and Skills:

While I am relatively new to the environmental solutions side of waste management and recycling, I am certainly not new to problem-solving, seeing initiatives through, and working collaboratively to find solutions. I pride myself on listening to understand, providing thoughtful feedback, and stepping in where I can help move things forward.

Yes, I may be “green” in this particular space, but I am committed to learning, putting in the work, and contributing in meaningful ways. I would welcome the opportunity to help make this advisory board something we can all be proud of while supporting solutions that benefit our communities and the industry as a whole.

More about yourself and why you are applying:

The reason I am applying for this position is because a colleague of mine, who will be retiring within the next month, spoke very highly of the Materials Management Advisory Board and the meaningful role it has played in her work. She shared how rewarding it has been to contribute and felt that I would be a strong person to step in and continue that work.

While I am new to this specific area, I am eager to learn, contribute, and engage in the work that supports thoughtful and practical solutions. I look forward to the opportunity to collaborate with our partners in Marion County. At the end of the day, we are all working toward solutions, and I would be honored to be part of those conversations and efforts if selected.

References:

Julie Jackson, Republic Services, Western Oregon Municipal Manager (Current MMAC member)

Darren Fast, Republic Services, Operations Manager

Signature

Agreement Statement:

I give my permission for the named references to be contacted, either verbally or in writing. All the information on this application is true to the best of my knowledge and I understand I am applying for a volunteer position with Marion County.

I understand that appointed members of a Marion County advisory board, commission, committee, or council are considered public officials under Oregon law. Marion County will provide orientation and more information upon appointment.

I Agree *



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 8, 2026

Department: Business Services

Title: Janitorial Supplies and Industrial Paper Products, including Custodial Equipment

Management Update/Work Session Date: March 24, 2026 Audio/Visual aids

Time Required: 10 min Contact: Tamra Goettsch Phone: 503-589-3200

Requested Action: Consider approval of Waxie Sanitary Supply Purchase Order increase to \$150,000.

Issue, Description & Background: Purchase of janitorial supplies, industrial paper products and custodial equipment and parts for FY25-26, sourced via OMNIA Partners cooperative agreement #152610.

A PO for \$100,000 was issued in July 2025, and additional funds will be necessary to cover expenses through the end of the fiscal year.

Financial Impacts: Standard Purchase Order for FY25-26 \$150,000.00

Impacts to Department & External Agencies: Departmental impacts have not been determined at this time.

List of attachments: Waxie Purchase Order

Presenter: Tamra Goettsch

Department Head Signature:

Contract Review Sheet

Purchase Order

940334 (BS-7044-26)Title: Janitorial Supplies & EquipmentContractor's Name: Waxie Sanitary SupplyDepartment: Business Services DepartmentContact: Vanessa KeckAnalyst: Chalyce MacDonaldPhone #: (503) 566-3910Term - Date From: July 15, 2025Expires: June 30, 2026Original Contract Amount: \$ 100,000.00Previous Amendments Amount: \$ -Current Amendment: \$ 50,000.00New Contract Total: \$ 150,000.00 Amd% 50%Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: 10-0400 CooperativeCooperative# 152610

Description of Services or Grant Award

Supply janitorial supplies, industrial paper products and custodial equipment throughout all Marion County campuses.

Additional funds are necessary to cover expenses through the end of the fiscal year (Amendment 1 to increase \$50,000).

Desired BOC Session Date: 4/8/2026Contract should be in DocuSign by: 3/18/2026Agenda Planning Date: 3/26/2026Printed packets due in Finance: 3/24/2026Management Update: 3/24/2026BOC upload / Board Session email: 3/25/2026BOC Session Presenter(s) Tamra GoettschCode: Y

REQUIRED APPROVALS

03/17/2026

Finance - Contracts

Date

03/23/2026

Contract Specialist

Date

03/17/2026

Legal Counsel

Date

Jan Fritz (Mar 23, 2026 09:38:54 PDT)03/23/2026

Chief Administrative Officer

Date



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

Purchase Order		
Purchase Order No	Revision	Page
940334		1

Ship To:
Marion County Facilities MGT
Bldg D Warehouse
3990 Aumsville HWY SE
Salem, OR 97317

Bill To:
Marion County Facilities MGT
PO BOX 14500
Salem, OR 97309-5036
United States

WAXIE SANITARY SUPPLY
PO BOX 748802
LOS ANGELES, CA 80074-8802 United States

Customer Acct No	Supplier No 554735	Order Date / Buyer 15-JUL-25 V Keck	Revised Date / Buyer V Keck
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	EMAIL INVOICES TO: MCBS-BILLING@CO.MARION.OR.US DEPARTMENT CONTACT: Facilities Manager PHONE NUMBER: 503-576-7164 THIS PURCHASE IS PLACED AGAINST OMNIA PRICE AGREEMENT #152610. THE CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S & C'S, EXPRESS OR IMPLIED.					
1	FM 1104-521050 JANITORIAL SUPPLIES & EQUIPMENT			US Dollar		\$100,000.00
2	<u>AMENDMENT 1 INCREASES AMOUNT TO COVER EXPENSES THROUGH FY 2025-26.</u>			US Dollar		\$50,000.00
Total						\$150,000.00

INSTRUCTIONS TO VENDOR

- Please direct any questions concerning this purchase order to invoiced department.
- Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
- Separate invoices must be submitted for each Purchase Order.
- Do not overship or substitute.
- 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
JANITORIAL SUPPLIES & EQUIPMENT - BS-7044-26
between
MARION COUNTY and WAXIE SANITARY SUPPLY**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**


Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  03/17/ 2026
Department Director or designee _____ Date _____

Authorized Signature: Jan Fritz 03/23/2026
Jan Fritz (Mar 23, 2026 09:38:54 PDT)
Chief Administrative Officer _____ Date _____

Reviewed by Signature:  03/17 /2026
Marion County Legal Counsel _____ Date _____

Reviewed by Signature:  03/17 /2026
Marion County Contracts & Procurement _____ Date _____











BS-7044-26_Am1_ASP_BOC 040826_Waxie - Janitorial Supplies (PO 940334)


Final Audit Report

2026-03-23


Created:	2026-03-17
By:	Chalyce MacDonald (CMacDonald@co.marion.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXVbEm_zSZwmUu7t8jLa4s5qIMF6iSmBi

"BS-7044-26_Am1_ASP_BOC 040826_Waxie - Janitorial Supplies (PO 940334)" History


-  Document created by Chalyce MacDonald (CMacDonald@co.marion.or.us)
2026-03-17 - 6:44:43 PM GMT
-  Document emailed to Chalyce MacDonald (CMacDonald@co.marion.or.us) for signature
2026-03-17 - 6:47:16 PM GMT
-  Document e-signed by Chalyce MacDonald (CMacDonald@co.marion.or.us)
Signature Date: 2026-03-17 - 6:47:28 PM GMT - Time Source: server
-  Document emailed to Tamra Goettsch (tgoettsch@co.marion.or.us) for signature
2026-03-17 - 6:47:33 PM GMT
-  Email viewed by Tamra Goettsch (tgoettsch@co.marion.or.us)
2026-03-17 - 7:50:52 PM GMT
-  Document e-signed by Tamra Goettsch (tgoettsch@co.marion.or.us)
Signature Date: 2026-03-17 - 7:51:47 PM GMT - Time Source: server
-  Document emailed to Andrew Mittendorf (amittendorf@co.marion.or.us) for signature
2026-03-17 - 7:51:51 PM GMT
-  Email viewed by Andrew Mittendorf (amittendorf@co.marion.or.us)
2026-03-17 - 10:01:52 PM GMT
-  Document e-signed by Andrew Mittendorf (amittendorf@co.marion.or.us)
Signature Date: 2026-03-17 - 10:04:09 PM GMT - Time Source: server
-  Document emailed to jfritz@co.marion.or.us for signature
2026-03-17 - 10:04:12 PM GMT

 Email viewed by jfritz@co.marion.or.us

2026-03-23 - 4:38:31 PM GMT

 Signer jfritz@co.marion.or.us entered name at signing as Jan Fritz

2026-03-23 - 4:38:52 PM GMT

 Document e-signed by Jan Fritz (jfritz@co.marion.or.us)

Signature Date: 2026-03-23 - 4:38:54 PM GMT - Time Source: server

 Document emailed to Vanessa Keck (vkeck@co.marion.or.us) for signature

2026-03-23 - 4:38:57 PM GMT

 Email viewed by Vanessa Keck (vkeck@co.marion.or.us)

2026-03-23 - 4:53:44 PM GMT

 Document e-signed by Vanessa Keck (vkeck@co.marion.or.us)

Signature Date: 2026-03-23 - 4:54:24 PM GMT - Time Source: server

 Agreement completed.

2026-03-23 - 4:54:24 PM GMT



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 8, 2026

Department: Finance

Title: Contract with The Western Agency for Debt Collection Services

Management Update/Work Session Date: March 24, 2026 Audio/Visual aids []

Time Required: 5 min Contact: Jeff White Phone: x4433

Requested Action: Approval of contract with Boek, Inc. dba The Western Agency for Debt Collection Services.

Issue, Description & Background: Marion County selected The Western Agency via Request for Proposals to assume responsibility of county accounts sent to collections, including open accounts with incumbent vendor (minus exceptions, such as accounts in litigation).

Financial Impacts: Net incoming funds of collected accounts.

Impacts to Department & External Agencies: Departments utilizing debt collection services will be given further instruction on new process for sending overdue accounts to collections.

List of attachments: Service Contract and Statement of Work

Presenter: Jeff White

Department Head Signature: Jeff White 03/18/2026

Contract Review Sheet

Contract for Services

FI-6875-26

Title: Debt Collection Services

Contractor's Name: Boek Inc. dba The Western Agency

Department: Finance Department

Contact: Chalyce MacDonald

Analyst: Chalyce MacDonald

Phone #: (503) 584-4764

Term - Date From: Execution

Expires: March 31, 2029

Original Contract Amount: \$ 2,000,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 2,000,000.00 Amd% 0%

Incoming Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# FI1658-25

Description of Services or Grant Award

Contractor to assume responsibility of accounts sent to collections county-wide, and return net collection back to county.

The NTE \$2,000,000 incoming funds is a rough estimate based on net received funds by incumbent vendor from 2020-2025. Actual collections will vary year over year.

Desired BOC Session Date: 4/8/2026

Contract should be in DocuSign by: 3/18/2026

Agenda Planning Date: 3/26/2026

Printed packets due in Finance: 3/24/2026

Management Update: 3/24/2026

BOC upload / Board Session email: 3/25/2026

BOC Session Presenter(s) Jeff White

Code: Y

REQUIRED APPROVALS

Chalyce MacDonald 03/17/2026

Finance - Contracts Date

Contract Specialist Date

Scott Norris 03/18/2026

Scott Norris (Mar 18, 2026 11:09:32 PDT)

Jan Fritz 03/23/2026

Jan Fritz (Mar 23, 2026 09:28:49 PDT)

Legal Counsel Date

Chief Administrative Officer Date

**MARION COUNTY
CONTRACT FOR SERVICES
FI-6875-26**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Boek Inc. dba The Western Agency, an Oregon S-Corporation hereinafter called Contractor.

RECITALS

WHEREAS, County is the owner, or represents the owner(s), of certain delinquent accounts that County desires to collect in an efficient and expeditious manner and desires to retain the services of a collection agency specializing in the collection of delinquent accounts.

WHEREAS, this Contract is established pursuant to ORS 279B.060 and MCPCR 20-0260 and is a formal procurement.

WHEREAS, County issued Request for Proposal FI1658-25 for Debt Collection Services on June 5, 2025.

WHEREAS, The Western Agency submitted a proposal in response to FI1658-25 on June 30, 2025, which was determined to be responsive.

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Intent of Award to The Western Agency on September 4, 2025.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on March 31, 2029.

2. DOCUMENTS / ORDER OF PRECEDENCE

This Contract consists of the following documents, listed in order of precedence, each of which is attached and incorporated herein by reference:

- A. This Contract less exhibits
- B. Exhibit A – Statement of Work

3. CONSIDERATION

- A. County will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If compensation is modified by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county's payments to Contractor under this Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with [Appendix II to Title 2, Part 200](#) of the Code of Federal Regulations.

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

- A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 29. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 29.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

5. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

6. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

7. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

8. FUNDING MODIFICATION

- A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

9. RECOVERY OF FUNDS

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

10. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, 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.
- C. Upon termination of this Contract, Contractor shall immediately cease all activities under this Agreement unless County expressly directs otherwise in the notice of termination. Contractor shall immediately deliver to County all products, documents, information, works-in-progress, and other property that are or would be deliverables. Upon County's request, Contractor shall immediately provide to anyone County designates, all documents, research or objects and other tangible things required to complete delivery of the products or performance of the services.

11. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract.

12. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE

- A. Contractor 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 Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section.. County may, at its election and expense, assume its own defense and settlement.

- B. Contractor shall obtain the insurance required under section 24 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

14. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 14C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

15. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 14, payment shall be made as follows:

- A. If terminated under 14A or 14B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 14C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 14C or 14D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

16. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other

than that of independent parties. The Contractor is acting as an “independent contractor” and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.

17. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract 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.

- A. FDCPA governs venue and jurisdiction in legal matters between the Parties (Agency and debtor) concerning consumer accounts assigned for collection.

18. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon’s Public Records Laws.

19. NO THIRD-PARTY BENEFICIARIES

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

20. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

21. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

22. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

23. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 14C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof.
- B. In addition to the remedies in sections 14 and 15 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

24. INSURANCE

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor’s expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

- Required by County** **Not required by County.**
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County** **Not required by County.**
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

- Required by County** **Not required by County.**

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

- Required by County** **Not required by County.**

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the

policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

25. NOTICE

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

The Western Agency
Attn: Jason Denney
jdenney@boek-inc.com
7412 SW Beaverton-Hillsdale Hwy Ste 205
Portland, OR 97225

To County

Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 4247
P.O. Box 14500
Salem, OR 97309

26. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

27. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

28. AMENDMENTS

This Contract may be amended if mutually agreed to by both parties.

29. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

30. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: Jeff White 03/18/2026
Jeff White (Mar 18, 2026 09:15:26 PDT)
 Department Director or designee Date

Authorized Signature: Jan Fritz 03/23/2026
Jan Fritz (Mar 23, 2026 09:28:49 PDT)
 Chief Administrative Officer Date

Reviewed by Signature: Scott Norris 03/18/2026
Scott Norris (Mar 18, 2026 11:09:32 PDT)
 Marion County Legal Counsel Date

Reviewed by Signature: Chalyn McDonald 03/17/2026
 Marion County Contracts & Procurement Date

BOEK INC. dba THE WESTERN AGENCY SIGNATURE

Authorized Signature: _____
 Date

Title: _____

EXHIBIT A
COLLECTION SERVICE
STATEMENT OF WORK

A. SERVICES AND DELIVERABLES

1. LISTING OF ACCOUNTS: Contractor shall list County accounts, upon County's request, via printout or electronic media, or by other mutually agreeable means.
2. REPORTS: Contractor shall provide the following reports as requested:
 - i. Alphabetical Acknowledgement of the receipt of accounts by Contractor for collection, as assigned by County, within five (5) business days after receiving accounts.
 - ii. Debtor Status Report (Inventory Report) indicating individual account information and details of collection efforts.
 - iii. Aged Statistical Analysis (Actuary Report) of overall collection efforts.
 - iv. Remittance Report detailing payments made on accounts referred to Contractor by County.
3. RECORD RETENTION & INSPECTION: Contractor shall maintain records in accordance with Oregon Revised Statutes (ORS) and Oregon Administrative Rule (OAR) accounting principles, as well as all laws and governmental regulations required of collection agencies. Contractor shall make such records, contracts, and books relating to agency functions available to County for audit or inspection, and available to those parties authorized in writing by County.
4. CREDIT REPORTING: Contractor reports consumer credit information directly to credit reporting agencies when permitted by credit reporting agencies at no cost to County. County may request that their consumer accounts listed with Contractor not be reported to credit reporting agencies.

B. RESPONSIBILITIES OF COUNTY

1. ACCOUNT INFORMATION: County shall provide Contractor with all account information necessary to accommodate collection functions.
2. ACCOUNT VERIFICATION: County hereby warrants that it has reviewed each account prior to listing that account with Contractor, and that each account is a valid and legally enforceable debt presently due, and that County has taken no action prior to assigning the account which would impair the collection of the account, and accounts are not

disputed or subject to any defense, offset, set-off, counterclaim, or bankruptcy proceeding.

3. ACCOUNT DOCUMENTATION AND WITNESSES: County agrees to provide additional account documentation, billing statements, and witnesses as reasonably necessary for the purpose of validation of debts and/or legal actions in pursuit of collecting assigned account(s). In the event County is unable to locate and/or deliver necessary account documentation, County agrees to provide an Affidavit of Lost Document or Affidavit of Correctness.
4. ASSIGNMENT OF JUDGMENT FORM: County agrees to provide an Assignment of Judgment form relevant to the proper jurisdiction to Contractor as needed.
5. DIRECT PAYMENTS AND DISPUTES: County shall promptly notify Contractor of any and all instances in which the status of delinquent accounts changes, such as disputes and payments made directly to County.

C. ASSIGNMENT OF ACCOUNTS

1. EFFECTIVE DATE OF ASSIGNMENT: Referral of an account by County to Contractor, either in oral, written, or electronic form, shall become effective as an assignment upon mailing or transmittal by Contractor of an acknowledgment of the referral.
2. MASTER ASSIGNMENT CONTRACT: County will from time to time refer accounts to Contractor for collection, which referral will be electronic or written. Upon acknowledgement of the receipt by Contractor of an account for collection, such referral shall become effective as an assignment of such account, as fully and perfectly as though a separate written assignment had been executed and delivered assigning such account by County to Contractor. For purposes of collection of the accounts assigned under this Contract, and subject to the Termination and Cancellation provisions of this Contract, County grants, assigns and transfers and sets over all of County's rights, title and interest to the accounts including but not limited to principal, interest, costs, and fees to Contractor and authorizes Contractor to enforce any of County's rights to compromise and settle said debts within Contractor's delegated authority, and to endorse and collect any money order, check or other instrument received in County's name for payment for said debts.

D. ENFORCEMENT AND COLLECTION AUTHORITY

1. ENFORCEMENT AUTHORITY: Proceedings to enforce a judgment assigned to Contractor by County may include:
 - a. Writ of execution proceedings for personal property under ORS 18.252 to 18.993.
 - b. Proceedings in support of execution under ORS 18.265, 18.268 and 18.270.
 - c. Garnishment proceedings under ORS 18.600 to 18.850.
 - d. The issuance of a writ of execution on real property under ORS 18.252 to 18.993. A writ of execution on real property may be issued only after the judgment or judgments or have been transcribed or recorded in the manner provided by ORS 52.635.
 - e. Any other manner of judgment enforcement allowed by law. Contractor agrees to advance any and all legal costs arising from such enforcement proceedings. When Contractor collects an account, in whole or in part, by way of enforcement proceeding described above, Contractor may first deduct any and all legal costs advanced in such proceeding before remitting the principal amount to County.
 - f. Unless otherwise agreed in writing, Contractor shall have full power and authority to endorse and collect any check, money order, and/or other instrument in payment of any accounts assigned to Contractor.
 - g. Unless an account is already a judgment, Contractor shall have full power and authority to institute legal collection action on any account assigned by County and to bring such legal action in the name of Contractor.
2. FORWARD AUTHORITY: Contractor may, when not permitted to collect in the state debtor resides, forward County accounts to an external collection agent, agency, or attorney in order to enforce collection.
3. SETTLEMENT AUTHORITY: Contractor will not accept any compromise or settlement for the principal balance on County's accounts that is less than the amount assigned without prior approval from County.

E. PAYMENTS

1. PAYMENTS RECEIVED BY CONTRACTOR: Contractor shall remit payments on account to County, less compensation as provided in Section F below, along with a detailed, monthly report of payments. Payments made to Contractor on accounts shall be deposited in a dedicated County trust account maintained by Contractor on behalf of County, less compensation due to Contractor as described in section F below.

2. **PAYMENTS RECEIVED BY COUNTY:** County shall promptly notify Contractor orally or in writing of any payments made directly to County on any account previously referred to Contractor. For each such payment made directly to County, Contractor shall be authorized to retain from County, the applicable commission fee percentage specified in Section F.

F. COMPENSATION AND COSTS

The collection fee on payments made to Contractor and directly to County on accounts placed with Contractor for collection shall adhere to the following schedule:

1. **General Placements:** Contractor to remit 82.5% of principal balance due and 50% of the accrued interest collected to County.
 - 82.5% of principal amount due and collected to be remitted to County.
 - 17.5% of principal amount will be retained by Contractor
 - 50% of interest accrued and collected will be remitted to County.
 - 50% of interest accrued and collected will be retained by Contractor.

“General Placement” defined: Balance at stage of standard collection such as calls and letters is not previously disputed, included in a bankruptcy, or subject to a legal proceeding to-date.

County may use Oregon Statutes to offset Contractor’s cost for collections.

2. **Legal and Forwarded Accounts:** Contractor to remit 82.5% of principal amount due and 50% of accrued interest collected to County.
 - 82.5% of principal balance due and collected to be remitted to County.
 - 17.5% of principal amount due will be retained by Contractor.
 - 50% of interest accrued and collected will be remitted to County.
 - 50% of interest accrued and collected will be retained by Contractor.

“Legal Accounts” defined: Balance requiring special handling by legal staff, including dispute, bankruptcy, deceased, any legal action, judgment, garnishment or other legal process before or after placement with Agency.

Per County directive on May 21, 2007, Contractor is authorized to take legal action in the form of garnishments and small claims court actions on behalf of County. Marion County reserves the right to revoke authorization to take legal action at any time.

3. **FORWARDING COLLECTION SERVICE:** Are those accounts where obligor/consumer has moved away from Oregon or Washington and Contractor has incurred fees in

connection with forwarding account to an out-of-state collection agent, agency, or attorney in order to enforce collection.

4. **SECOND PLACEMENT ACCOUNTS:** A commission rate of 17.5 percent (17.5 %) shall be paid to Contractor on principal payments received by either Contractor or County on assigned accounts that have been previously held by other collection agencies.
 5. **COSTS & LEGAL FEES:** Contractor shall pay its own costs, court costs and legal fees associated with the collection of delinquent accounts pursuant to this Contract. Contractor shall retain all attorney fees, court costs, and other fees from first funds recovered in collection of County accounts.
 6. **PAYMENT OF COMPENSATION:** Unless otherwise agreed in writing, all accounts are assigned on a contingency basis. Compensation will be paid to Contractor only on accounts collected.
- G. CANCELLATION POLICY:** County shall have the right to cancel, at no expense to County, assignment of accounts, which were assigned in error. County accounts for which Contractor has expended legal fees and/or regularly paying accounts established by Contractor shall not be cancelled until Contractor's legal fees and compensation are reimbursed and paid.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 8, 2026

Department: Finance

Title: Increase PO with Professional Credit Services for Collection Services

Management Update/Work Session Date: March 24, 2026 Audio/Visual aids []

Time Required: 5 min Contact: Jeff White Phone: x4433

Requested Action: Approval of amendment to 2025-2026 PO with Professional Credit Services.

Issue, Description & Background: Marion County has been utilizing a State Price Agreement with Professional Credit Services for Accounts Receivable management, including debt collection services. A different agency was selected via Request for Proposals, to assume responsibility for accounts sent to collections by county departments. Professional Credit Services will retain accounts in which legal action or significant efforts have been taken, and transfer all other accounts to new agency.

Financial Impacts: Upon execution of this amendment, vendor will only remit net funds to County Finance.

Impacts to Department & External Agencies: Departments utilizing debt collection services will be given further instruction on new process for sending overdue accounts to collections.

List of attachments: Purchase Order, signature page, Price Agreement Summary

Presenter: Jeff White

Department Head Signature: Jeff White (Mar 18, 2026 09:16:57 PDT) 03/18/2026

Contract Review Sheet

Purchase Order

940652 - Am1Title: Collection ServicesContractor's Name: Professional Credit ServicesDepartment: Finance DepartmentContact: Chalyce MacDonaldAnalyst: Chalyce MacDonaldPhone #: (503) 373-4433Term - Date From: July 1, 2025Expires: June 30, 2026Original Contract Amount: \$ 100,000.00Previous Amendments Amount: \$ -Current Amendment: \$ 100,000.00New Contract Total: \$ 200,000.00Amd% 100%Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: 10-0400 CooperativeCooperative# 32418

Description of Services or Grant Award

Collection services for Marion County departments.

Amendment 1 increases NTE to \$200,000 to cover expenses (commission payments) owed and accumulated up to execution of this amendment, at which time the vendor will switch to NET payment vs GROSS and will only remit the County's share, becoming an incoming funds PO rather than outgoing.

The County is in the process of contracting another agency to assume responsibility of accounts currently with incumbent and will no longer be sending new accounts to this vendor.

Desired BOC Session Date: 4/8/2026Contract should be in DocuSign by: 3/18/2026Agenda Planning Date: 3/26/2026Printed packets due in Finance: 3/24/2026Management Update: 3/24/2026BOC upload / Board Session email: 3/25/2026BOC Session Presenter(s) Jeff WhiteCode: Y

REQUIRED APPROVALS

 03/17/2026

Finance - Contracts Date

Contract Specialist Date

 03/18/2026

Scott Norris (Mar 18, 2026 10:48:22 PDT)

 03/23/2026

Jan Fritz (Mar 23, 2026 09:30:12 PDT)

Legal Counsel Date

Chief Administrative Officer Date



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

PROFESSIONAL CREDIT SERVICE
PO BOX 7548
SPRINGFIELD, OR 97475 United States

Purchase Order		
Purchase Order No	Revision	Page
940652	1	1
Ship To:		
Marion County Finance Department 555 Court St Ne Ste 4247 Salem,OR 97301 United States		
Bill To:		
Marion County Finance Department Po Box 14500 Salem,OR 97309 United States		

Customer Acct No	Supplier No 541784	Order Date / Buyer 01-AUG-25 F Rivera Ceja	Revised Date / Buyer 19-DEC-25 F Rivera Ceja
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	<p>Purchase Agreement Effective From: 01-JUL-25 To: 30-JUN-26 Amount Agreed: <u>\$200,000.00</u></p> <p>THIS SERVICE ORDER CONTRACT IN ADDITION TO ANY EXHIBITS OR ADDENDA ATTACHED, IS PLACED AGAINST STATE OF OREGON SOLICITATION # DASPS-3153-19 AND PRICE AGREEMENT PO-10700-00032418. THE TERMS AND CONDITIONS CONTAINED IN THE PRICE AGREEMENT APPLY TO THIS PURCHASE AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN.</p> <p>CONTRACTOR SHALL USE AUTOMATED CLEARING HOUSE ("ACH") AS PRESCRIBED IN NACHA RULES AND STATE TREASURY POLICY TO REMIT ALL FUNDS COLLECTED AND DUE TO THE AUTHORIZED PURCHASER. REMITTANCE SHALL BE IN ACCORDANCE WITH THE TERMS OF THE AUTHORIZED PURCHASER SERVICE ORDER CONTRACT AS IDENTIFIED IN PRICE AGREEMENT, SECTION 4.1.</p> <p>THE FOLLOWING COUNTY DEPARTMENTS (INCLUDING EACH OF THEIR SUB-DIVISIONS) WILL BE UTILIZING THIS PURCHASE ORDER FOR COLLECTIONS: ASSESSOR'S OFFICE, BOARD OF COMMISSIONERS, BUSINESS SERVICES, COMMUNITY SERVICES, CLERK'S OFFICE, DISTRICT ATTORNEY, HEALTH, INFORMATION TECHNOLOGY, JUSTICE COURT, JUVENILE, LEGAL COUNSEL, PUBLIC WORKS, AND SHERIFF'S OFFICE.</p> <p>PER THE MARION COUNTY BOARD OF COMMISSIONERS DIRECTIVE ON MAY 21, 2007, PROFESSIONAL CREDIT SERVICE IS AUTHORIZED TO TAKE LEGAL ACTION IN THE FORM OF GARNISHMENTS AND SMALL CLAIMS COURT ACTIONS ON BEHALF OF MARION COUNTY. MARION COUNTY RESERVES THE RIGHT TO REVOKE AUTHORIZATION TO TAKE LEGAL ACTION AT ANY TIME.</p> <p>ACCOUNTS SUBMITTED TO PROFESSIONAL CREDIT SERVICES FOR COLLECTIONS WILL BE CANCELED ONLY AT THE REQUEST OR APPROVAL OF MARION COUNTY. PROFESSIONAL CREDIT SERVICE WILL SUBMIT ANY RECOMMENDATIONS FOR ACCOUNT CANCELLATIONS TO MARION COUNTY PRIOR TO AN ACCOUNT BEING CANCELLED. ACCOUNTS WILL REMAIN IN COLLECTIONS UNTIL CANCELED AS STATED ABOVE. MARION COUNTY SHALL REIMBURSE ANY LEGAL EXPENSES INCURRED BY PROFESSIONAL CREDIT SERVICE IF THE COUNTY CANCELS AN ACCOUNT AFTER LEGAL PROCEEDINGS HAVE BEGUN.</p> <p>CONTRACTOR COMMISSION RATES: 17.5% OF TOTAL AMOUNT COLLECTED ON ACCOUNTS SENT AFTER 8/11/21 AND</p>					
Total						\$200,000.00

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
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

PROFESSIONAL CREDIT SERVICE
PO BOX 7548
SPRINGFIELD, OR 97475 United States

Purchase Order		
Purchase Order No	Revision	Page
940652	1	2
Ship To:		
Marion County Finance Department 555 Court St Ne Ste 4247 Salem,OR 97301 United States		
Bill To:		
Marion County Finance Department Po Box 14500 Salem,OR 97309 United States		

Customer Acct No	Supplier No 541784	Order Date / Buyer 01-AUG-25 F Rivera Ceja	Revised Date / Buyer 19-DEC-25 F Rivera Ceja
Payment Terms Immediate	Ship Via Best method		F.O.B Destination
Freight Terms Prepaid	Request Or Deliver To		Confirm To / Telephone ()

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	<p>AT 23% FOR THOSE PRIOR FOR ALL COUNTY DEPTS</p> <p>SERVICE RENEWAL DATE: 07/01/2025</p> <p>MARION COUNTY DOES PASS THE COST OF COLLECTION TO THE DEBTOR PER ORS 293.231(12).</p> <p>MARION COUNTY DOES ENTERTAIN COMPROMISE OR SETTLEMENT OFFERS.</p> <p>MARION COUNTY DOES HAVE WARRANT OF GARNISHMENT AUTHORITY.</p> <p>REMITTANCE IS TO OCCUR EVERY FRIDAY FOR THE COLLECTIONS FROM THE PRIOR BUSINESS WEEK. COLLECTION REPORTS ARE TO BE SUBMITTED VIA MAIL, EXCEL AND PDF WITH PHYSICAL CHECKS AND THE REMITTANCE ATTACHED ADDRESSED TO THE FOLLOWING:</p> <p>MARION COUNTY FINANCE DEPARTMENT ATTN: JEFF WHITE PO BOX 14500 SALEM, OREGON 97309</p> <p>JEFF WHITE: JDWHITE@CO.MARION.OR.US</p> <p>MARION COUNTY AUTHORIZES CONTRACTOR TO REPORT DEBTOR INFORMATION TO CREDIT BUREAUS AS ALLOWED BY LAW.</p> <p>MARION COUNTY DOES AUTHORIZE CONTRACTOR TO PURSUE SMALL CLAIMS AND GARNISHMENTS, PROVIDED CONTRACTOR RECEIVES GENERAL AUTHORIZATION FROM DEPARTMENT OF ADMINISTRATIVE SERVICES.</p> <p>MARION COUNTY REQUIRES CONTRACTOR TO APPLY PAYMENTS FIRST IN FIRST OUT (FIFO) WHEN MORE THAN ONE ACCOUNT EXISTS FROM AUTHORIZED PURCHASER UNLESS SPECIFICALLY DIRECTED OTHERWISE BY THE ACCOUNT HOLDER.</p> <p>Original PO was for \$100,000. Amendment 1 adds \$100,000 to NTE through 6/30/26 and updates gross remittance to net remittance.</p>					
Total						\$ 200,000.00

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 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
COLLECTION SERVICES – PO #940652
between
MARION COUNTY and PROFESSIONAL CREDIT SERVICES**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	<u><i>Jeff White</i></u> <small>Jeff White (Mar 18, 2026 09:16:57 PDT)</small>	03/18/2026
	Department Director or designee	Date

Authorized Signature:	<u><i>Jan Fritz</i></u> <small>Jan Fritz (Mar 23, 2026 09:30:12 PDT)</small>	03/23/2026
	Chief Administrative Officer	Date

Reviewed by Signature:	<u><i>Scott Norris</i></u> <small>Scott Norris (Mar 18, 2026 10:48:22 PDT)</small>	03/18/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:	<u><i>Chalyce McDowell</i></u>	03/17/2026
	Marion County Contracts & Procurement	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 8, 2026

Department: Public Works

Title: Schedule final consideration to adopt an administrative ordinance granting Zone Change/Partition 25-005/Pena

Management Update/Work Session Date: N/A Audio/Visual aids []

Time Required: 0 min Contact: John Speckman Phone: 503-566-4173

Requested Action: Schedule adoption of the ordinance at the next board session, April 15, 2026.

Issue, Description & Background: The Marion County Hearings Officer held a duly noticed hearing on the application on February 19, 2026 and issued a decision on March 3, 2026 approving Zone Change/Partition 25-005. The Board received the decision and held the application for the mandatory appeal period; no appeals were received. The ordinance and findings have been prepared and the matter needs to be scheduled for final consideration and adoption. The zone is changing from Urban Transition to Single-Family and will match the underlying existing Developing Residential plan designation. Unless there is an appeal, the zoning code provides that the board does not have to hold a hearing on this request because it is for a zone change only; the underlying comprehensive plan designation of Developing Residential is not changing.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Ordinance

Presenter: John Speckman

Department Head Signature: [Handwritten Signature]

**BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON**

In the Matter of the)	Zone Change/Partition
Application of:)	Case No. 25-005
Roger and Jenny Pena)	

AN ADMINISTRATIVE ORDINANCE

ORDINANCE NO. _____

THE MARION COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

SECTION I. Purpose

This matter comes before the Marion County Board of Commissioners ("Board") on the Application of Roger and Jenny Pena, to change the zone from UT-10 (Urban Transition -10 acre minimum) to RS (Single-Family Residential) and partition a 4.15-acre parcel into a 2.15-acre parcel and a 2-acre parcel located at 6742 Trillium Lane SE, Salem (T8S; R3W; Section 22C; Tax lot 700).

SECTION II. Procedural History

The Marion County Hearings Officer held a duly noticed hearing on the application on February 19, 2026 and issued a decision on March 3, 2026 approving Zone Change/Partition 25-005. Official notice was taken of the Planning Division file and the Hearings Officer's decision. The Board has considered all the evidence in the record, all arguments of the parties and is otherwise fully advised in the premises.

SECTION III. Adoption of Findings and Conclusion

After careful consideration of all facts and evidence in the record, the Board adopts as its own the Findings of Fact and Additional Findings of Fact and Conclusions of Law contained in sections VI and VII of the Hearings Officer's decision dated March 3, 2026, contained in Exhibit A, attached hereto, and by this reference incorporated herein.

SECTION IV. Action

The requested zone change from UT-10 (Urban Transition) to RS (Single-Family Residential) is hereby **GRANTED**, subject to conditions identified in Exhibit A, attached hereto, and by this reference incorporated herein.

The property rezoned by this Ordinance is identified on a map in Exhibit B, attached hereto and by this reference incorporated herein. The Official Marion County Zoning Map shall be changed

pursuant to Marion County Code Section 16.01.040 to reflect the new zoning subject to conditions identified in Exhibit B, attached hereto, and by this reference incorporated herein.

SECTION V. Effective Date

Pursuant to Chapter 1.10 of the Marion County Code, this is an Administrative Ordinance and shall take effect 21 days after the adoption and final signatures of the Marion County Board of Commissioners.

SIGNED and FINALIZED this _____ day of _____, 2026, at Salem, Oregon.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Recording Secretary

JUDICIAL NOTICE

Oregon Revised Statutes, Chapter 197.830, provides that land use decisions may be reviewed by the Land Use Board of Appeals by filing a notice of intent to appeal within 21 days from the date this Ordinance becomes final.

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of) Case No. 25-005
)
ROGER AND JENNY PENA) **ZONE CHANGE / PARTITION**

ORDER

I. Nature of the Application

This matter comes before the Marion County Hearings Officer on the application of Roger and Jenny Pena to change the zone from UT-10 (Urban Transition -10 acre minimum) to RS (Single Family Residential) and partition a 4.15-acre parcel into a 2.15-acre parcel and a 2-acre parcel located at 6742 Trillium Lane SE, Salem (T8S; R3W; Section 22C; Tax lot 700).

II. Relevant Criteria

The standards and criteria relevant to this application are found in the Marion County Code Chapter 16, especially MCC 16.39 (Zone Changes); MCC 16.33 (Subdivision and Partition Requirements); MCC 16.13 (Urban Transition Zone); MCC 16.02 (Single-Family Residential Zone); and Salem Area Comprehensive Plan Goals and Policies.

III. Public Hearing

A public hearing was held on this matter on February 19, 2026. The Planning Division file was made part of the record. The following persons appeared and provided testimony on the application:

- | | | |
|----|---------------|---------------------------------|
| 1. | John Speckman | Marion County Planning Division |
| 2. | Roger Pena | Applicant |
| 3. | Jenny Pena | Applicant |

No objections were raised as to notice, jurisdiction, conflict of interest, or to evidence or testimony presented at the hearing.

IV. Executive Summary

Applicants Roger and Jenny Pena to change the zone from UT-10 (Urban Transition -10 acre minimum) to RS (Single Family Residential) and partition a 4.15-acre parcel into a 2.15-acre parcel and a 2-acre parcel located at 6742 Trillium Lane SE, Salem.

The Subject Property is 4.15 acres and has two structures, a home and a shop. Applicants' intent is to divide the property into two approximately two-acre properties. One lot

will have the existing dwelling, and the second lot will have the existing accessory building. No new access will be created.

Applicants have met the burden of establishing criteria with the applicable standards and criteria to change the zone from UT-10 to RS and to partition a 4.15 acre parcel into a 2.15 acre parcel and a 2 acre parcel, and the hearings officer GRANTS the application, subject to conditions of approval necessary for the public health, safety and welfare.

VI. Findings of Fact

The hearings officer, after careful consideration of the testimony and evidence in the record, issues the following findings of fact:

1. The subject property consists of one parcel totaling 4.15-acres that is in the Salem Urban Growth Boundary (UGB) and is designated Developing Residential in the Salem Area Comprehensive Plan (SACP). The parcel is currently zoned UT-10 (Urban Transition with a 10-acre density limitation).
2. Application of Roger and Jenny Pena to change the zone from UT-10 (Urban Transition - 10 acre minimum) to RS (Single Family Residential) and partition a 4.15-acre parcel into a 2.15-acre parcel and a 2-acre parcel located at 6742 Trillium Lane SE. Salem (T8S; R3W; Section 22C; Tax lot 700).
3. The property is located at a corner of Rees Hill Rd SE which is approximately 1,500' west of where Lone Oak Rd SE intersects Reese Hill Rd SE. The subject property is both east and north of Reese Hill Rd. The property is rectangular in shape and is addressed off Trillium Ln SE which is adjacent to the northwestern corner of the property. The property appears to have a southern access for the accessory structure which comes off Rees Hill Rd SE.
4. Surrounding properties are in use for a mix of rural residential and agricultural purposes. The subject property is bounded on the southern and western property lines by the City of Salem UGB (Urban Growth Boundary). Properties directly south of the subject parcel are zoned SA (Special Agriculture) and properties directly west are zoned AR (Agricultural Residential). Farther west are parcels of mixed AR and SA zoning, and correspondingly mixed uses for rural residential and agricultural uses. Farther south this pattern of rural residential and agricultural parcels is the same. Of note is the water reservoir up Champion Hill Rd, approximately a half mile south of the subject parcel. Properties directly north and east are zoned UT-10, like the subject parcel. These UT zoned parcels are within the City of Salem UGB and remain in Marion County jurisdiction until such time that the parcels are annexed into the City of Salem. Farther north and west are lands within the City of Salem which are either fully developed, or currently being developed, for residential uses at urban densities.

5. Applicants are requesting to change the zoning of the parcels from UT-10 to RS, and partition a 4.15-acre parcel to create a 2.15-acre parcel and a 2-acre parcel with the intention to establish a new parcel and new single-family dwelling.
6. Various agencies were contacted about the proposal and given an opportunity to comment. The following comments were received:

Marion County Department of Public Works (DPW) Land Development Engineering and Permits (LDEP) commented:

ENGINEERING CONDITION

Condition A – On the partition plat dedicate a 30-foot R/W half-width over the subject property Rees Hill Road south frontage to meet the County Local road standard, and a 30-foot southwest property corner radius [MCC 17.172.240 & 17.172.200, respectively].

ENGINEERING REQUIREMENTS

- B. At the time of application for building permits an Access Permit will be required for the change in use and address change of the existing Rees Hill Rd driveway approach.
- C. Transportation System Development Charges (SDCs) & Parks fee will be assessed upon application for building permits for a new dwelling.
- D. Utility extension work in the public right-of-way requires permits from PW Engineering.

Marion County Building Inspection commented: “Permit(s) are required to be obtained to convert an existing residential accessory structure, or portion thereof, into a dwelling for living purposes. Depending on the type of accessory structure, an engineer’s structural according to the 2022 (soon-to-be 2026) Oregon Structural Specialty Code, and if not, the additional structural alterations needed in order to meet a Risk Category II. Discussion with a Building Plans Examiner is suggested prior to obtaining this analysis.

No Building Inspection concerns with proposed Zone Change. No concerns with proposed partition.”

Marion County Septic requested inclusion of the following condition of approval: “The system connecting to the existing dwelling requires an existing system evaluation to verify that setbacks between the system and proposed property lines can be met. The other proposed parcel containing the existing shop requires a site evaluation to establish septic viability/minimum septic requirements.”

Marion County Septic also commented: “All required system setbacks can be found in OAR 340-071-0220 (Table 1).”

Marion County Surveyor’s Office commented:

-Parcels must be surveyed and monumented.

-Per ORS 92.050, plat must be submitted for review.

-Checking fee and recording fees required.

-A current or updated title report must be submitted at the time of review.

Title reports shall be no more than 15 days old at the time of approval of the plat by the Surveyor's Office, which may require additional updated reports.

City of Salem Planning Department commented that the proposed zone change to RS is consistent with the Salem Area Comprehensive Plan designation of Developing Residential, and consistent with Salem's Residential Agriculture zone which is likely how this parcel would be zoned upon annexation. The proposed use of the new parcel for a single-family residence is consistent with Salem's code, however a stand-alone accessory structure on a parcel without a dwelling is would be non-conforming if annexed into Salem. Based on the current distance between the subject parcel land the nearest sanitary sewer main, which is greater than 300 feet, the parcel size of 2-acres would be smaller than the minimum Salem would require and therefore be non-conforming upon annexation.

City of Salem also noted that Rees Hill Road SE does not meet the minimum right-of-way standards and recommends either dedication or special setbacks be applied as a condition of approval. The complete comments from Salem have been provided to the Applicants, and are available in the case file.

Salem Fire Department commented: "FIRE has no concerns as no development is proposed at this time. Items including fire department access and water supply will be required per the Oregon Fire Code at the time of development."

All other contacted agencies either failed to comment or stated no objection to the proposal.

7. John Speckman, Marion County Planning, testified that all applicable criteria were addressed with respect to the zone change.
8. Roger and Jenny Pena testified at the hearing and agreed with the staff report presented by Mr. Speckman.

VII. Additional Findings of Fact and Conclusion of Law

1. Applicants have the burden of proving by a preponderance of the evidence that all applicable standards and criteria are met as explained in *Riley Hill General Contractor, Inc. v. Tandy Corporation*, 303 Or 390, 394-395(1987).

"Preponderance of the evidence" means the greater weight of evidence. It is such evidence that when weighed with that opposed to it, has more convincing force and is more probably true and accurate. If, upon any question in the case, the evidence appears to be equally balanced, or if you cannot say upon which side it weighs heavier, you must

resolve that question against the party upon whom the burden of proof rests. (Citation omitted).

Applicants must prove, by substantial evidence in the record, it is more likely than not that each criterion is met. If the evidence for any criterion is equal or less, Applicants have not met their burden and the application must be denied. If the evidence for every criterion is even slightly in Applicant's favor, the burden of proof is met.

2. Pursuant to MCC 16.36.070, applications shall include the signature of all owners of the subject property. The application was signed by Roger C. Pena and Jenny Pena, the owners of the property. Applicants should be prepared to provide a deed establishing such ownership if requested.
3. Pursuant to MCC 16.39.010, the hearings officer is authorized to make the initial decision on zone change applications.
4. Pursuant to MCC 16.39.040, a hearings officer's decision to approve a zone change does not become final until the Board of Commissioners adopts an ordinance implementing the decision.
5. According to the Salem-Keizer Urban Area (Regional) Procedures and Policies of the Salem Area Comprehensive Plan, the following applies to the question of jurisdiction: Marion County has exclusive jurisdiction over all land use actions applicable within that portion of the Salem Urban Area and Keizer Urban Area that are outside the Salem city limits and outside the Keizer city limits, other than regional planning actions and amendments to the urban area policies.
6. Under Marion County Code (MCC) 16.39.050, approval of a zone change shall include findings that the change meets the following criteria:
7. The requirements for zone changes are found in MCC (Marion County Code) Section 16.39.050 and include the following:
 - A. *The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.*

The proposed zone of RS (Single-family Residential) is consistent with the underlying City of Salem Comprehensive Plan designation of Developing Residential. Salem commented on this application that the corresponding zone would be RA (Residential Agriculture) when this property annexes into the City. Salem's RA zone does not have a parallel within Chapter 16 of Marion County Code, however Salem confirmed that the proposed use for a single-family dwelling is consistent with the RA zone. The intent of the proposed RS zone and partition is to establish a new parcel and new single-family dwelling upon that parcel. The proposed zone changes fits the description of the

underlying comprehensive plan land use designation. The Salem Comprehensive Plan Goals and Policies related to housing and urbanization are addressed below and this proposal is found to be consistent with them. The criterion is met.

B. *The request shall be consistent with the purpose statement for the proposed zone.*

The RS (Single-family Residential) zone purpose statement listed under MCC 16.02.000 states: *"The purpose of the RS (single-family residential) zone is to allow development of attached or detached residences on individual lots provided with urban services at low urban densities. Other uses provided in MCC 16.02.010 and 16.02.020 are also appropriate. These areas are designated as single-family residential or equivalent designation in the applicable urban area comprehensive plan."* Applicants submitted a site plan which indicates the intended use is consistent with the proposed zone. The existing shop structure on the southern portion of the subject parcel was remodeled into a dwelling without receiving all necessary permits. This application, along with the necessary building permits, will bring the property and this newer dwelling both into compliance with County code, which is consistent with the proposed zone. The City of Salem commented that a property with an accessory structure and no dwelling would be non-conforming upon annexation. After the dwelling is permitted, this potential non-conformity will be remedied. The criterion is met.

C. *Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property.*

The site is not served by city water and sewer service. Water for fire protection is available on Rees Hill Road SE. There is an existing transportation system in place which is adequate for residential uses. All other needed facilities and services are in place or will be made available to support the proposed use. At some point in the future urban water and sewer will become available upon annexation. The criterion is met.

D. *If the proposed zone allows uses more intensive than uses in other zones appropriate for the land use designation, the proposed zone will not allow uses that would significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses.*

The RS zone is the most restrictive zone in Chapter 16 of MCC which is consistent with the Developing Residential (DR) designation in the SACP. The proposed RS zone allows the same types of uses intended for the Developing Residential designation. The adjacent properties within the UGB are all zoned UT, and designated DR (Developing Residential). The RS zone is the most restrictive Urban zone in Marion County code. There are not uses within the RS zone which would significantly adversely affect allowed uses on adjacent properties within the UT zone, or eventual residential zoning of these properties that reflects the underlying designation of DR. The criterion is met.

8. The existing Plan designation in the Salem Area Comprehensive Plan is Developing Residential, and this Plan designation provides for the application of the RS zone proposed by the applicant. The applicable policies are as follows:

Housing Goals and Policies

H 1.1 Housing types: A variety of housing types shall be allowed and encouraged throughout the Salem Urban Area, including single-family homes, accessory dwelling units, manufactured homes, townhouses, middle housing, and multifamily housing. (SUA)

H 1.2 Innovation: The development of new and innovative housing types and designs such as cottage clusters, cohousing, and multigenerational housing should be encouraged in the Salem Urban Area to diversify the housing stock and meet different housing needs.

H 1.3 Accessibility and aging in place: The development of affordable and low-income accessible housing, including homes with universal design features, should be encouraged to meet the needs of older adults and people with mental and physical disabilities, particularly in areas near services and transit.

H 1.4 Adaptability: Flexibility shall be provided in regulations to allow existing homes to convert to middle housing to adapt to changing housing needs in the future.

H 1.5 Housing diversity: New residential developments should be encouraged to incorporate a diversity of housing types and sizes to attract residents of varying income levels, lifestyles, and housing preferences.

H 1.6 Multi-dwelling ownership: Homeownership opportunities in multi-dwelling housing should be encouraged, including the creation of townhouses, condominiums, and cooperatives.

H 1.7 Specialized housing: The development of specialized housing for the area's elderly, disabled, students, and other groups with special housing needs should be encouraged.

H 1.8 Fair housing: Regulatory barriers to housing choices for people in protected classes shall be removed, and the City should coordinate with other agencies and organizations to support programs that aim to affirmatively further fair housing

Applicants are proposing a change in zone to RS and partition the property to create a new parcel with a newly established single-family dwelling. The area around the subject parcel contains a mix of rural residential and farm uses. The north and east adjacent properties are also zoned Urban Transition and in use for residential purposes. This area of UT extends approximately 1,300 feet to the north and 1,200 feet to the east, to Lone Oak Rd SE. On the other side of Lone Oak Rd SE are new subdivisions developed at density on land within the city limits of Salem. To the west of the subject parcel, on the other side of Rees Hill Rd SE, are AR zoned parcels in rural residential uses. On the other side of Rees Hill Rd SE to the south are SA zoned parcels in a mix of rural residential use

adjacent to Rees Hill Rd SE, and agricultural uses south of those homesites. The proposed zone change, and new single family dwelling, help establish a wider variety of housing types within Salem's UGB by creating a relatively large homesite on very edge of the UGB, appropriate for the surrounding rural uses.

The proposal is consistent with the City of Salem Housing Goals and Policies.

Land Use and Urbanization Goals and Policies

L 1.1 Growth management program: The City shall maintain and facilitate an urban growth management program that guides the conversion of urbanizable land to urban uses, provides for the orderly and economically efficient extension of public services and facilities to that land, and takes into consideration the need for an adequate supply of land to meet future development requirements.

L 1.2 Land sufficiency: The City shall periodically update inventories and analyses related to housing and economic development – including the Salem Housing Needs Analysis, Economic Opportunities Analysis, and Buildable Lands Inventory – to ensure the Salem area has the amount and type of land needed to accommodate population and employment projections.

L 1.3 UGB is urbanizable: The City shall consider urbanizable areas within the urban growth boundary as available for annexation and urban development.

L 1.4 Urban growth boundary expansion: If the Urban Growth Boundary for the Salem Urban Area is expanded to include additional land for residential development, the City shall give first priority to lands that have been removed from the 1982 boundary.

L 1.5 Annexation coordination: The City shall coordinate with Marion and Polk Counties to encourage the orderly annexation to the City of Salem of the land within the Salem urban area.

*L 1.6 Annexation legislation: Legislation that removes barriers to annexing land within the Salem urban area to the City of Salem in an orderly fashion should be supported.*⁶⁵
Land Use and Urbanization

L 1.7 Extension of services: The City shall prohibit the extension of sewer or water service to any land for development outside city limits or County service districts. Such areas must be annexed to the City to receive those services except as may be agreed by the City and appropriate County. (SUA)

L 1.8 Septic systems: The City is the appropriate provider of sewer facilities for land within the UGB. In order to ensure the efficient development of land within the UGB and ability to redevelop land at urban densities, septic systems should be limited to situations where sewer is not physically or legally available. Approval of septic systems shall be based on verification of septic suitability by the County Sanitarian. (SUA)

Inside City Limits

Property within the City limits shall be connected to City services. Septic systems are allowed inside City limits for low density residential uses subject to standards that assure adequate opportunities for future development at urban densities subject to non-remonstrance agreements and State and Federal requirements. Existing septic systems can be maintained and repaired.

Outside City Limits

Unless a different standard has been mutually concurred upon by the City and relevant County, unincorporated property that is contiguous to City limits shall not be approved for septic systems unless city sewer service is physically unavailable. City services shall be extended to contiguous properties upon annexation of the property.

Unincorporated, non-contiguous property may have new septic systems and may repair existing septic systems. Approval of septic systems should include consideration of adequate opportunities for future development at urban densities such as future rights of way, access points, and easements.

L 1.9 Service districts: No new service districts shall be created within the Salem urban area to provide fire protection, sewer or water service. (SUA)

L 1.10 Infill: Development of vacant and underutilized land with existing urban services should be encouraged before converting urbanizable lands to urban uses and extending services beyond presently served areas.

L 1.11 Services: The City shall provide levels of services to city residents consistent with community needs as determined by the City Council, within the financial capability of the City, and subject to relevant legal constraints on revenues and their applications.

L 1.12 Sizing facility extensions: The City shall ensure that the extension of sewer, water, storm drainage, and transportation facilities within the Salem urban area conforms with the adopted growth management program. Public water and sewer facilities shall be sized and constructed appropriately to serve the areas within the urban growth boundary.

L 1.13 Facility responsibility: Where development creates a demand for new or expanded facilities and services, new development should bear a share of the costs of new or expanded facilities and services.66 Land Use and Urbanization

L 1.14 Compatibility of improvements: Within the Salem urban area, the City shall coordinate with Marion and Polk Counties to ensure their improvement and construction standards are compatible with the City of Salem improvement and construction standards for street, sewer, densities cited in the Public Facilities Plan.

Applicants are proposing to change the zoning on the subject property from UT to RS to allow for an additional parcel and dwelling to be established. The current zone does not permit the proposed partition or dwelling, but the proposed zone change would bring the property into conformance with the City's underlying comprehensive plan designation.

The property is within the UGB of the City of Salem and is more than 300 feet from a sanitary sewer line. Inside of city limits, septic systems are allowed for low density residential uses that ensure adequate opportunities for future development. Development on undeveloped properties within the UGB of Salem is prioritized over expanding the growth boundary to encompass new areas, so the proposal is consistent with the Land Use and Urbanization goals related to areas of focus for development. This addresses the goals related to extending and providing urban services. The proposal is consistent with the Land Use and Urbanization Goals and Policies.

9. Applicants propose a partition of the property in addition to the zone change from UT to RS. In order to partition land in an RS (Single Family Residential) zone, the standards and criteria in Chapter 16.02.120 of the Marion County Code (MCC) apply:
 - a. *Lot Area. The minimum lot area for a single-family dwelling in a subdivision approved after the effective date of the ordinance codified in this title, is 4,000 square feet when located within the Salem/Keizer area urban growth boundary. In all other cases lots shall be a minimum of 6,000 square feet. (See Chapter 16.27 MCC for density limitations.)*
 - b. *Lot Dimensions. Except as provided in MCC 16.26.800 for planned developments, the width of a lot shall be at least 60 feet; provided, that within the Salem/Keizer urban growth boundary the width of a lot shall be at least 40 feet, and the depth of a lot shall be at least 70 feet.*

The proposed lots are 87,120 square feet and 93,654 square feet. Each proposed lot is significantly larger than the minimum lot area or dimensions in the proposed RS zone. The criterion is met.

10. All lots within an urban growth boundary are subject to the standards within MCC 16.33.680. *Access Standards. All lots must have a minimum 20 feet of frontage on a public right-of-way or, when an access easement is proposed to serve one or more lots in any partitioning, the location and improvement of the roadway access shall conform to the following standards which are necessary for adequate access for emergency vehicles. Evidence that the access has been improved to these standards and a driveway permit has been obtained shall be provided prior to the issuance of building permits on the parcels served by the access easement. The easement shall meet the following standards:*
 - a. *Have a minimum easement width of 25 feet;*
 - b. *Have a maximum grade of 12 percent;*
 - c. *Be improved with a paved surface with a minimum width of 20 feet;*

- d. *Provide adequate sight-distance at intersections with public roadways;*
- e. *Be provided with a road name sign at the public roadway as identification for emergency vehicles in accordance with Chapter 11.55 MCC, Naming and Addressing Roads/Property.*

The submitted site plan indicates both resulting parcels shall have access onto a public right of way. The new dwelling will have a driveway onto Rees Hill Road. The criterion is met.

11. Marion County Planning Staff recommends approval of the proposal, and recommends that if the hearings officer grants the Applicants' request for the change in zone from UT-10 to RS, and partition of a 4.15-acre parcel to create a 2.15-acre parcel and a 2-acre parcel, certain conditions be applied as necessary for the public health, safety and welfare.

VII. Decision

It is hereby found that Applicant has met the burden of proving the applicable standards and criteria for approval of a zone change from RM to CR have been met. Therefore, the Hearings Officer **GRANTS** the zone change application, subject to the conditions set forth below. The conditions are necessary for the public health, safety and welfare.

1. Applicants shall obtain all permits required by the Marion County Building Inspection Division.
2. The southern parcel shall be addressed 513 Rees Hill Rd SE.
3. The system connecting to the existing dwelling requires an existing system evaluation to verify that setbacks between the system and proposed property lines can be met. The other proposed parcel containing the existing shop requires a site evaluation to establish septic viability/minimum septic requirements.
4. On the partition plat dedicate a 30-foot R/W half-width over the subject property Rees Hill Road south frontage to meet the County Local road standard, and a 30-foot southwest property corner radius consistent with MCC 17.172.240 & 17.172.240.
5. All future development on the property must satisfy the specific development standards in the RS zone, chapter 16.02 and the general development standards found in Chapter 16.27 of the Marion County Code.
6. Parcels must be surveyed and monumented.
7. Per ORS 92.050, plat must be submitted for review. Checking fee and recording fees required.

A current or updated title report must be submitted at the time of review. Title reports shall be no more than 15 days old at the time of approval of the plat by the Surveyor's Office, which may require additional updated reports.

VIII. Referral of Decision

This document is a referral to the Marion County Board of Commissioners. A hearings officer's decision to approve a zone change does not become final until the Board adopts an ordinance implementing the decision. Any aggrieved or affected person may file with the Marion County Clerk (555 Court Street NE, Salem, Oregon), a written request for a public hearing before the Board within fifteen (15) days of the date of mailing of this decision. The request must be accompanied by and will not be accepted without payment of a \$500.00 fee. If the Board denies the appeal, \$300 of the fee will be refunded. The Board has discretion whether to hold a public hearing. After fifteen (15) days, the Board may take final action on this application without conducting another public hearing.

DATED this 3rd day of March, 2026.



Jill F. Foster

Marion County Hearings Officer

CERTIFICATE OF MAILING

I hereby certify that I served the foregoing order on the following persons:

Roger and Jenny Pena
6742 Trillium Lane SE
Salem, OR 97306

Roger Pena
6742 Trillium Lane SE
Salem, OR 97306

Jenny Pena
6742 Trillium Lane SE
Salem, OR 97306

City: Salem (via email)
apanko@cityofsalem.net

James Suing (PW)
developmentservices@cityofsalem.net
Planning@cityofsalem.net
withams@keizer.org

Area Advisory Committee (via email)

Roger Kaye and Aileen Kaye
Friends of Marion County
10095 Parrish Gap Rd. SE
Turner, OR 97302

1000 Friends of Oregon
340 SE 6th Avenue
Portland, OR 97204-2597

Pudding River Watershed Council (via email)

anna@puddingriverwatershed.org
cleanpuddingriver@gmail.com

County Agencies Notified:

Assessor's Office (via email)
assessor@co.marion.or.us

Tax Collector (via email)
NMcVey@co.marion.or.us

Surveyor's Office (via email)
KInman@co.marion.or.us

Fire District: (via email)
Salem Fire District
370 Trade St SE
Salem, OR 97301

Planning Division (via email)
breich@co.marion.or.us
abarnes@co.marion.or.us
jspeckman@co.marion.or.us
ediaz@co.marion.or.us

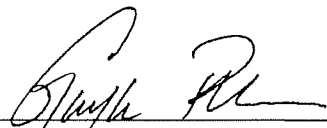
Building Inspection (via email)
pwolterman@co.marion.or.us
Kaldrich@co.marion.or.us
CTate@co.marion.or.us

Public Works LDEP Section (via email)
jrasmussen@co.marion.or.us
mcldep@co.marion.or.us
JShanahan@co.marion.or.us

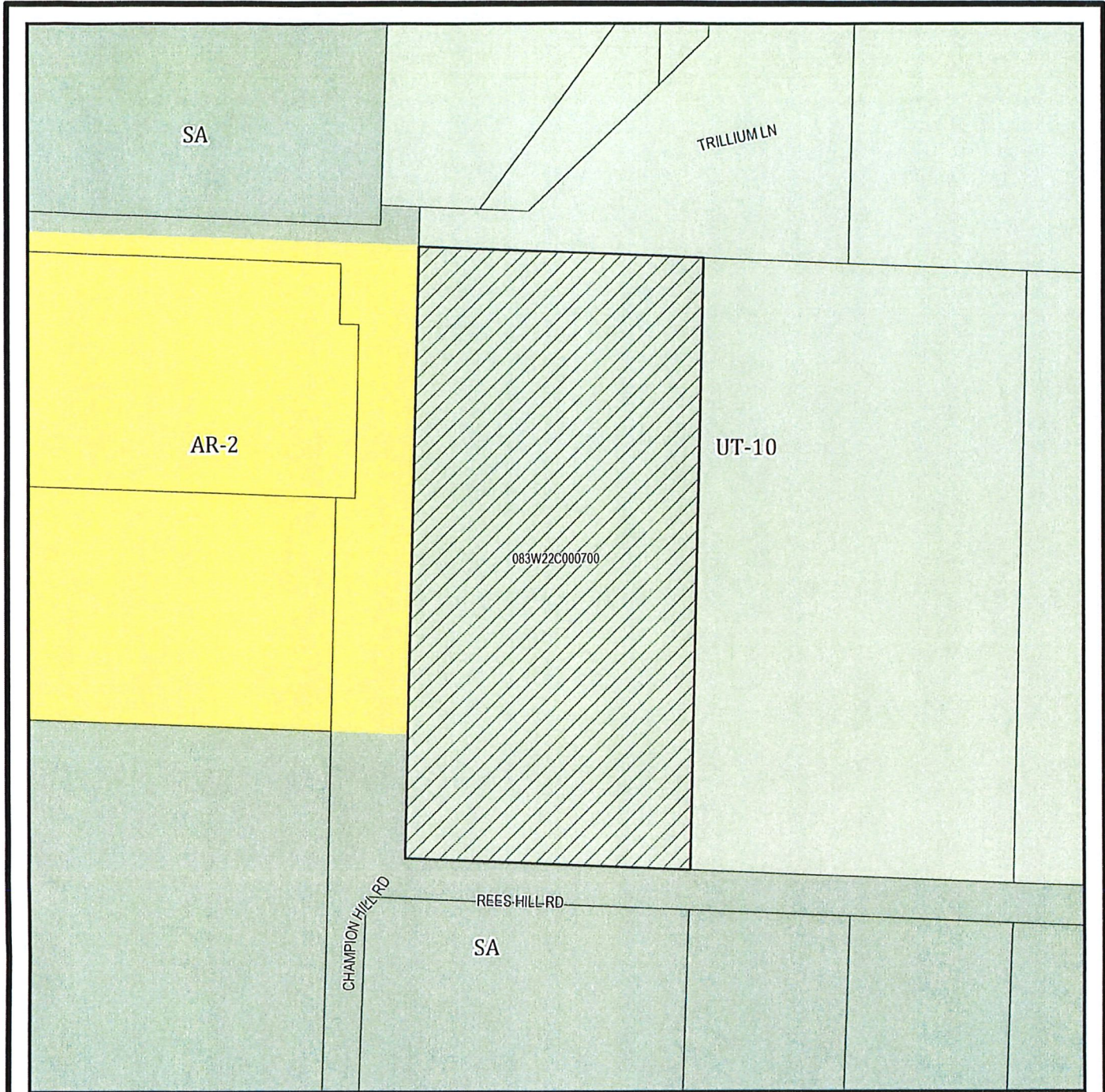
School District: (via email)
Salem/Keizer District 24J (via email)
3630 State Street
Salem, OR 97301

Code Enforcement (via email)
CGoffin@co.marion.or.us

By mailing to them copies thereof. I further certify that said copies were placed in sealed envelopes addressed as noted above, that said copies were deposited in the United States Post Office at Salem, Oregon, on the 3rd day of Month, 2026 and that the postage thereon was prepaid.



Administrative Assistant to the
Hearings Officer



ZONING MAP

Input Taxlot(s): 083W22C000700

Owner Name: PENA LT PENA, ROGER C PENA, JENNY R

Situs Address: 6742 TRILLIUM LN SE

City/State/Zip: SALEM, OR, 97306

Land Use Zone: UT-10

School District: SALEM-KEIZER

Fire District: SALEM SUBURBAN

Legend

Input Taxlots

Lakes & Rivers

Highways

Cities



scale: 1 in = 144 ft

DISCLAIMER: This map was produced from Marion County Assessor's geographic database. This database is maintained for assessment purposes only. The data provided hereon may be inaccurate or out of date and any person or entity who relies on this information for any purpose whatsoever does so solely at his or her own risk. In no way does Marion County warrant the accuracy, reliability, scale or timeliness of any data provided on this map.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 8, 2026

Department: Sheriff's Office

Title: Incoming Funds IGA with Oregon Department of Corrections in the amount of \$596,122.

Management Update/Work Session Date: Tuesday, January 13, 2026 Audio/Visual aids []

Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action: Staff is requesting approval of the incoming funds intergovernmental agreement with the Oregon Department of Corrections in the amount of \$596,122.00 for the Family Sentencing Alternative Program (FSAP) Plan, retroactive July 1, 2025 - June 30, 2027.

Issue, Description & Background: Marion County Sheriff's Office has been a recipient of this funding since 2015. In Oregon Law 2015, Section 1, Chapter 830, as as amended by House Bill 3078 of the 2017 legislative session, FSAP authorizes the Oregon Department of Corrections to provide grants to counties for programs designed to divert qualified offenders with custody of minor children from prison to probation to keep families in tact. In 2025, House Bill 2555 passed, which changed the name to Family Sentencing Alternative Program and makes the program permanent.

Financial Impacts: 2025-2027 incoming funds of \$596,122

Impacts to Department & External Agencies: \$298,061 each year of the biennium for the services

List of attachments: IGA, Program Summary 2025, FSAP Funds Budget Summary

Presenter: Commander Mike Hartford

Department Head Signature: Jeremy Landers Digitally signed by Jeremy Landers Date: 2026.03.23 09:32:02 -07'00'

Contract Review Sheet

Intergovernmental Agreement

SO-6948-25

Title: 2025-27 Family Sentencing Alternative Program (FSAP) Plan with DOC #7062

Contractor's Name: Oregon Department of Corrections

Department: Sheriff's Office

Contact: Kristy Witherell

Analyst: Sandra Fixsen

Phone #: (503) 373-4402

Term - Date From: July 1, 2025

Expires: June 30, 2027

Original Contract Amount: \$ 596,122.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 596,122.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: Not Applicable (Incoming Funds)

Description of Services or Grant Award

The FSAP Program authorizes the Oregon Department of Corrections to provide grants to counties for programs designed to divert qualified offenders with custody of a minor child from prison to probation to keep families in tact. This IGA in the amount of \$596,122.00 will provide funding to the county for expenses related to FSAP programs for the 2025-27 biennium.

Desired BOC Session Date: 1/28/2026

Contract should be in DocuSign by: 1/7/2026

Agenda Planning Date: 1/15/2026

Printed packets due in Finance: 1/13/2026

Management Update: 1/13/2026

BOC upload / Board Session email: 1/14/2026

BOC Session Presenter(s) Commander Mike Hartford

Code: Y

REQUIRED APPROVALS

Signed by: 
 C5F72231E6F54E3...
 Finance - Contracts Date: 12/24/2025

DocuSigned by: 
 81945E054D644EB...
 Contract Specialist Date: 12/29/2025

Signed by: 
 60C98A6F708240B...
 Legal Counsel Date: 12/26/2025

DocuSigned by: 
 DC16351248DE4EC...
 Chief Administrative Officer Date: 12/29/2025

REQUEST FOR AUTHORIZATION OF CONTRACT SO-6948-25

Date: December 15, 2025
To: Chief Administrative Officer
Cc: Contract File
From: Kristy Witherell

I. Subject: Retroactive

The Marion County Sheriff's Office is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Oregon Department of Corrections for 2025-27 Family Sentencing Alternative Program (FSAP) Plan with DOC #7062 with a value of \$596,122.00 and will be effective retroactive to 7/1/2025 upon approval.

A. BACKGROUND

This intergovernmental agreement was written by the state of Oregon in line with their biennium. This agreement was received by the county in mid-November. The Budget Summary was created and reviewed by the Sheriff's Office with a request to proceed with county signatures on Friday, December 4, 2025.

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:

Due to this being a state funded program and the county being at the mercy of their timelines, the Sheriff's Office does not have control over when these arrive from the state to be processed.

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 continue to happen every two years as we coordinate state and county agreements with competing fiscal timelines.

Submitted by:

DocuSigned by:

81945E054D644EB...
Kristy Witherell
Sheriff's Office

Reviewed by:

Signed by:

C5F72231E6F54E3...
Contracts & Procurement

Acknowledged by:

Signed by:

574858962EE148C...
Department Head

Acknowledged by:

DocuSigned by:

DC16351248DE4EC...
Jan Fritz, CAO

INTERGOVERNMENTAL AGREEMENT #7062
BETWEEN THE STATE OF OREGON AND MARION COUNTY
("Agreement")

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Marion County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106(1) provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, section 1, Chapter 484, Oregon Laws 2025, as passed by House Bill 2555 of the 2025 legislative session, requires the DEPARTMENT to implement a program designed to divert qualified adults on supervision who were pregnant at the time of sentencing or had physical custody of a minor child at the time of the offense or sentencing from prison to probation for the purposes of promoting reunification of families, preventing children from entering the foster care system, holding adults on supervision accountable, and authorizing DEPARTMENT to make grants to counties to provide funding;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, excluding the Duration of the Agreement. Plan Modifications are NOT Amendments.
- B. Case Management Application (CMA) Case Plan: A dynamic document created collaboratively with an adult on supervision that specifically identifies the adult on supervision’s evidence-based assessed risk and needs, accompanied by risk reduction strategies and plans of action, with timelines.
- C. Corrections Information System (CIS): A DEPARTMENT software program containing a database of information about inmates in prison and on probation, parole and post-prison supervision;
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f).
- E. Family Sentencing Alternative Program (FSAP) Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan.
- F. Family Sentencing Alternative Program Plan (Plan): A document developed by the COUNTY in collaboration with the DEPARTMENT which describes COUNTY’s approach to providing effective interventions designed to promote reunification of families, prevent children from entering the foster care system, and hold adults on supervision accountable for program participants under COUNTY supervision. The Family Sentencing Alternative Program Plan (FSAP) Plan is described in Exhibit A, County Plan and Budget Summary.
- G. FSAP Plan Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Budget Summary is described in Exhibit A.

- H. FSAP Participant Flag: CIS Code that COUNTY must use to identify the Participants with their program.
- I. Participant: An adult under supervision of the COUNTY and enrolled in the program.
- J. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- K. Sanctions: A response to Participant violations of conditions of the program.
- L. Supervisory Authority: The local corrections official or officials designated by COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2025** and will remain in effect until **June 30, 2027** or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.
- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

IV AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:

1. Work collaboratively with the Oregon Department of Human Services (ODHS) in a multi-disciplinary team process to promote the reunification of families, prevent children from entering the foster care system, and hold adults on supervision accountable.
2. Consult with ODHS to determine appropriateness of a potential participant for entry into the FSAP program.
3. Treatment programs shall be evidence-based and gender specific to the gender being served. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
4. Assessment which is standardized, objective, and comprehensive shall be used to prioritize programming and interventions, as well as, determine criminal risk factors. Assessments of risk shall be based on actuarial risk assessment tools.
5. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
6. An individual Case Management Plan shall be developed for each Participant including the most relevant evidence based case management which may include additional conditions including but not limited to geographic restrictions, vocational training, parenting classes, alcohol and drug and/or mental health treatment, life skills, etc.
7. Supervision will be conducted using the most relevant evidence-based case management including but not limited to: Gender-specific and general risk/need assessment, case planning, Parole/Probation officer (PO) led cognitive behavioral interventions (i.e., EPICS, Carey Guides), evidence-based parenting, mental health, alcohol/drug and cognitive programming. All programming must be evidence-based and include gender-specific components.
8. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.
9. Contact standards will be at a higher rate than that of typical adults on supervision and will involve a minimum of two PO contacts a month with the adult on supervision and their children in the home. As the primary case manager, the PO will be responsible to coordinate additional contacts made by an ODHS worker, and/or any other program service provider such as mentors, health care provider, or in-home service provider. Frequency of contact may decrease as Participant progresses in achieving CMA case plan goals. In addition, adults on supervision will be required to submit logs outlining daily routines, family time, and activities such as playtime, reading with children a minimum of twenty minutes per day, homework assistance, and pro-social events. Collateral contacts will include local multi-disciplinary teams focused on the FSAP including community corrections, local department of human services, and other service providers.
10. The Plan shall utilize a system of graduated sanctions and incentives which are swift, certain and encourage program goals while holding Participants accountable for non-compliant behaviors.

11. Weekly random drug testing shall occur; provided, however, that frequency may decrease as Participant progresses in achieving CMA case plan goals. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in removal from the program. Sanctions shall be administered in a manner that is mindful of the impact on the children and families.
 12. Programs shall include relapse prevention planning and comprehensive transition planning so that Participants are more likely to adjust to changes in living situations.
 13. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements in the Plan:
1. COUNTY will utilize the FSAP Participant Flag.
 2. The start and stop date of any treatment programming relevant to participation in the FSAP, as well as program exit code, will be entered into the CIS Treatment Module.
 3. Numbers of hours in treatment programming designed to promote family reunification and/or reduce recidivism.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate, to the extent of available information systems resources, in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into CIS in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections FSAP Grant funds by DEPARTMENT and to provide suitable records for an audit.
- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

VI DEPARTMENT RESPONSIBILITIES

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish or make available to COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements.

DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.

- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- G. DEPARTMENT will work collaboratively with COUNTY and ODHS to implement a Plan, which may include data transfers for purposes of preparing the statutorily required legislative report and collaborative case management.

VII PERFORMANCE GOALS

Plans funded under this Agreement will be evaluated by the DEPARTMENT for program effectiveness. Goals for the evaluation are to determine if:

- A. Children are successfully diverted from entering the foster care system and/or families are reunified.
- B. Prison bed usage is reduced.
- C. Recidivism is reduced.
- D. Participants show evidence of improved community functioning. Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures outlined in other intergovernmental agreements to which the COUNTY is a party (i.e., successful completion of supervision, employment, payment of restitution and/or community service work).
- E. Treatment programs are evidence-based. Those designed to reduce recidivism will be evaluated using a recognized and validated tool.
- F. Any other identified program goals.

VIII FUNDS

- A. Exhibit A identifies the FSAP Grant Funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2026.
- C. Both parties agree that any reallocation of funds within programs shall require a Plan Modification, including modification of the Budget Summary.
- D. Unexpended Funds: Fund balances remaining at the termination of the Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and Sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant Funds (defined below) disbursed to COUNTY that are expended for unauthorized purposes, or any unexpended Funds not retained by COUNTY under Section VIII.D, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon

DEPARTMENT's written request, which is in no case later than 15 days after DEPARTMENT's written request.

- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for FSAP Funds. Unless amended, the maximum, not-to-exceed FSAP Grant payable to COUNTY under this Agreement is **\$596,122.00** (the "Grant Funds"). The maximum grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant Funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan approved by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or the Plan, the Department may pursue all remedies available to it at law or equity, including without limitation suspending COUNTY's participation in the FSAP program or, to the extent allowed by law, withholding Grant Funds under this Agreement from moneys payable by the DEPARTMENT to COUNTY under other grant programs. COUNTY's substantial compliance will be measured by, without limitation, COUNTY's oversight of case management interventions and strategies, COUNTY's collaborative relationships with the DEPARTMENT, ODHS and other providers of services to meet the needs of Participants and their families, meeting the minimum number of contacts with a Participant, and standards of evidence-based treatment programs, if applicable, as required in Section V.B., as well as OAR Chapter 291 Division031.

X INDEMNIFICATION. See Exhibit B.

XI TERMINATION

- A. Parties' Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. This Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties.
- D. If any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the Agreement including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. This Agreement will automatically terminate if the State of Oregon provides no funding within

30 days of either of the payment dates identified in Section VIII(B). If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

XIII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

XIV SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IX, X, XII, XIII, XIV, and XV and any rights or obligations which by their nature survive termination.

XV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XVI WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVII EXECUTION AND COUNTERPARTS

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

XVIII NOTICE

Except as otherwise expressly provided in this Agreement, any notices between the parties to be given hereunder shall be given in writing by personal delivery, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
3723 Fairview Industrial Drive SE, Ste 200
Salem, OR 97310
Telephone: 503-983-1441
E-Mail: Jeremiah.P.Stromberg@doc.oregon.gov

To COUNTY: Mike Hartford, Commander
Marion County Sheriff's Office
Community Corrections Division
4040 Aumsville Hwy SE
Salem, OR 97301
Telephone: 503-588-8492
E-Mail: mhartford@co.marion.or.us

The parties may change the persons named in this section by notice to the other party as provided herein. No amendment to this Agreement is required to make such change.

XIX MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

MARION COUNTY APPROVALS

See Marion County Signature Page

Eric McDowell, Contracts Officer

Signature

Date

Title

Date

Reviewed by the
Oregon Attorney General's Office:

/s/ Nina Englander per email dated 10/24/2025
Assistant Attorney General

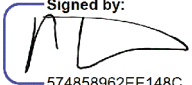
**SIGNATURE PAGE FOR
2025-27 FAMILY SENTENCING ALTERNATIVE PROGRAM (FSAP) PLAN WITH
DOC #7062 - SO-6948-25
between
MARION COUNTY and OREGON DEPARTMENT OF CORRECTIONS**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  Signed by: _____
574858962EE148C... 12/24/2025
Department Director or designee Date

Authorized Signature:  DocuSigned by: _____
DC16351248DE4EC... 12/29/2025
Chief Administrative Officer Date

Reviewed by Signature:  Signed by: _____
60C98A6F708240B... 12/26/2025
Marion County Legal Counsel Date

Reviewed by Signature:  Signed by: _____
C5F72231E6F54E3... 12/24/2025
Marion County Contracts & Procurement Date

EXHIBIT A
FSAP PLAN and BUDGET SUMMARY
(To be attached upon signature and return of Agreement by County)

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MARION COUNTY SHERIFF'S OFFICE

NICK HUNTER, SHERIFF

EXHIBIT A FAMILY SENTENCING ALTERNATIVE PROGRAM (FSAP)

The Family Sentencing Alternative Program (FSAP) is a collaborative effort involving the Sheriff's Office, District Attorney's Office, Oregon's Third Judicial District, and the Marion County Branch of Oregon Department of Human Services (ODHS). FSAP is designed to identify qualified clients, who are pregnant and/or the parent or legal guardian of a minor child at the time of the offense or sentencing and divert them from prison to probation and community supervision.

The target population served is medium-to-high-risk clientele (male or female) who are a custodial parent with a substance use disorder and have a probationary offer with a stipulated prison sentence upon revocation of probation. In an effort to reduce the traumatic effect that an incarcerated parent can have on families, caregivers, children, and spouses; the FSAP program exists to provide wrap-around cognitive-behavioral and evidence-based treatment, mentoring, and employment services to address underlying drivers of criminal conduct.

The primary focus of FSAP is preserving family unity and stability through diverting children from foster care; reducing prison bed usage and allowing for community supervision to safely manage and hold clients accountable; and reducing recidivism by providing services that will reduce the likelihood of future criminal behavior.

The program includes one and a half Community Corrections Deputies who are assigned to work with all participants. Deputies use assessments such as the Level of Service/Case Management Inventory (LS/CMI) for our male clients, Women's Risk Needs Assessment (WRNA) for our female clients, and the Public Safety Checklist (PSC) for both genders to determine criminal risk factors and to create individual case plans.

Case plans are designed to help the client reduce their risk of future criminal activity and maintain the specific skills needed to effectively parent their children and maintain a stable home. Additionally, the supervising deputies focus on family reunification and stability in collaboration with ODHS caseworkers. The deputies work with each family to develop household rules and teach parenting skills. Clients will have access to subsidy housing and programs through the Community Corrections Division of the Sheriff's Office and work with ODHS to seek long-term, stable housing and help provide clothing and furniture.

FSAP clients have higher-than-standard contact rates and are scheduled to meet with their supervising deputy weekly and provide weekly random UA's until they are stable in treatment. Clients are referred to the downward departure group which is led by deputies and Bridgeway Community Health Mentors where they are taught interventions, interactive journaling, motivation, and employment readiness. The supervising deputy works with the client on completing daily family-time logs, teaches Effective Practice in Community Supervision (EPICS) interventions, and meets with the client and child(ren) in their home. (EPICS is an evidenced based practice that helps reduce recidivism among people under community supervision and reduces victimization in the community.) Once a client is stable in treatment, they are no longer required to attend the downward departure groups and the frequency of their scheduled appointments with their supervising deputy decreases and is based on their assessed risk level.

High risk clients are required to have contact with their supervising deputy a minimum of four times per month and receive at least two EPICS interventions per month. Medium-risk clients are required to have contact with their

supervising deputy a minimum of three times per month and receive at least one EPICS intervention per month. Clients continue in evidence-based treatment services, including relapse prevention and transition planning during their time on supervision.

Rewards and consequences have been formalized in a written policy to ensure staff consistency and provide clarity to program participants. The policy is based on the belief that the most effective reinforcement (both positive and negative) comes immediately after the behavior (whenever feasible) in question. Examples of rewards include but are not limited to:

- Reduction of curfew
- Decrease in reporting
- Removal of special conditions
- Reunification with family, minors, or victims
- Early termination from supervision
- Transfer to a limited supervision caseload
- Gift cards, prizes, candy, etc.
- Validation for program achievement

Consequences (sanctions/interventions) will be used to extinguish anti-social behavior and to promote future pro-social behavioral change. Like rewards, consequences will be implemented consistently and immediately after the behavior (whenever feasible). All appropriate consequences are utilized on an as-needed and on a case-by-case basis.

Listed below are some of the guiding principles for this process:

- Responses to violations of supervision must be swift and sure
- Responses to violations shall be fair and just
- Responses to violations shall be commensurate to the severity of the behavior and risk to the community

Any sanction imposed will be in accordance with the Administrative Sanctions Sanctioning Grid. Examples of consequences include, but are not limited to, the following:

- Reprimands (verbal/written)
- Day reporting
- GPS monitoring
- House arrest
- Curfew
- Jail

The Community Corrections Division of the Marion County Sheriff's Office works closely with the District Attorney's Office and ODHS to identify clients which may be appropriate for the FSAP program, complete pre-sentencing assessments, and work together through the sentencing process to reduce barriers to success and maintain stability for the family.

Our Gender Responsive Unit (GRU) has established relationships with Marion County's Fostering Attachment Treatment Court. Locally, ODHS and GRU have a long history of working with our community partners to maintain family unity. The FSAP program works closely with GRU to deliver gender-responsive programming, to its majority female clientele. Additionally, the FSAP program maintains full access and support to fathers who qualify for FSAP services.

The collaborative nature of the program is made possible with the assistance and cooperation of several local government and private non-profit agencies including Bridgeway Community Health, The Pathfinder Network,

transitional housing partners, Marion County Department of Health and Human Services, Marion County District Attorney's Office, ODHS, and the Community Corrections Division of the Marion County Sheriff's Office.

Family Sentencing Alternative Pilot (FSAP) Program 2025-2027 Budget Summary (Exhibit A)

Program Expenses (please be detailed)	23-25 FSAP Program Funds Carryover	25-27 FSAP Program Funds	Other State Funds	County/Local Funds	Total
<p>A. Supervision Related Personnel Costs</p> <p>Salaries and wages (include position FTE and type)</p> <p>Payroll taxes and benefits</p>	<p>Salaries and wages: 1.0 FTE Community Corrections Deputy - \$0.00</p> <p>Payroll taxes and benefits: 1.0 FTE Community Corrections Deputy - \$0.00</p>	<p>Salaries and wages: 1.0 FTE Community Corrections Deputy - \$199,802.40</p> <p>0.5 FTE Community Corrections Deputy - \$116,864.35</p> <p>Payroll taxes and benefits: 1.0 FTE Community Corrections Deputy - \$139,582.80</p> <p>0.5 FTE Community Corrections Deputy - \$76,118.55</p>			\$532,368.10
<p>B. Materials and Services</p>		<p>Client assistance (bus passes, items for newborns, household items to establish housing, subsidy housing) - \$63,753.90</p>			\$63,753.90
<p>C. Treatment Provider and/or Contracted Professional Services</p>	<p>Bridgeway mentoring - \$0.00</p> <p>Bridgeway Treatment - \$0.00</p>				
<p>D. Sanction Costs (by type)</p>					
<p>E. Capital Outlay and Start-Up Costs</p>					
<p>Total</p>	\$0.00	\$596,122.00			\$596,122.00

EXHIBIT B INDEMNIFICATION

Contribution

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

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

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

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL.

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Agency:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.