



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, September 23, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

CONSENT

BUSINESS SERVICES

1. Approve an invoice with Cannon Cochran Management Services, Inc. (CCMSI) for workers' compensation claims expenses in the amount of \$129,846.27 for the month of August 2026.
2. Approve Amendment #1 to the Public Improvement Agreement with Ross Builders Northwest, LLC to add \$156,844.38 for seven design modification change orders for a new agreement total of \$999,941.38 for tenant improvements to the first-floor remodel at the existing Marion County Health and Human Services building through December 31, 2026.
3. Approve Amendment #1 to the Public Improvement Agreement with Robinson Construction Company to add \$790,855.89 for two design modification change orders with a new agreement total of \$7,747,855.89 for the construction of the Marion County Sheriff's Office Evidence Building through December 31, 2026.

HEALTH AND HUMAN SERVICES

4. Approve Amendment #1 to the Purchase Order (PO) with Quill, LLC to update the product description, extend the term date to December 31, 2027, and add \$370,000 for a new PO total of 649,765.20 for the purchase and distribution of wipes for individuals enrolled in the Marion County Health and Human Services, Intellectual and Developmental Disabilities (IDD) Program.

5. Approve Amendment #2 to the Contract for Services with James M. Briggs and Associates to add \$100,000 for a new contract total of \$200,000, to continue to provide mental health and sex offender counseling services to individuals receiving Intellectual and Developmental Disabilities (IDD) services through December 31, 2028.

INFORMATION TECHNOLOGY

6. Approve a Purchase Order with Carahsoft Technology Corporation in the amount of \$128,654.19 for a security information and event management subscription effective October 1, 2026, through September 30, 2027.

SHERIFF'S OFFICE

7. Approve Amendment #1 to the Purchase Order (PO) with SAR Enterprise, Inc., dba, Communications Northwest to add \$20,476.70 for a new PO total of \$114,076.70 for the maintenance and repair of the Marion County Jail radio system equipment through June 30, 2027.

PUBLIC WORKS

7.5 Approve Amendment #1 to the Guaranteed Maximum Price (GMP) Amendment for the Construction Manager/General Contractor (CM/GC) Contract with Slayden Constructors, Inc. that adds federal American Rescue Plan Act (ARPA) funding in the amount of \$158,271.39 for a new contract total of \$10,046,607.63 for the installation of water mains on portions of Pueblo Avenue and Riverton Street NE in Brooks, Oregon for the Brooks-Hopmere Water Improvement Project through December 31, 2026.

Revised 9/23/2026: Motion made and approved to add this item to the agenda.

ACTION

COMMUNITY AND ECONOMIC DEVELOPMENT

8. Consider approval of a Subrecipient Agreement with Crossroads Communities to provide federal Community Development Block Grant (CDBG) funding in the not-to-exceed amount of \$121,017 to help support additional staffing and associated costs for the purpose of further expansion retroactive to July 1, 2026, through June 30, 2028. –Steve Dickey

9. Consider approval of a Subrecipient Agreement with Family Building Blocks (FBB) to provide federal Community Development Block Grant (CDBG) funding in the not-to-exceed amount of \$150,000 to help support the acquisition of an existing childcare facility for use as a relief nursery and therapeutic classrooms retroactive to July 1, 2026, through June 30, 2028. –Steve Dickey

PUBLIC WORKS

10. Consider the adoption of an administrative ordinance for Zone Change / Comprehensive Plan Change, Case #25-004 / Jubitz Corporation. –Austin Barnes

11. Consider the adoption of an administrative ordinance for Zone Change / Comprehensive Plan Change, Case #26-001 / TIBA Incorporated. –Alex Seifer

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: 9/23/2026

Department: Business Services

Title: CCMSI Invoice for Workers' Compensation claims expenses for August 2026

Management Update/Work Session Date: 9/8-Management Update, 10/27-Work Session Audio/Visual aids ☐

Time Required: Consent Contact: Tamra Goettsch Phone: 503.373.4423

Requested Action: Risk Management requests the Board of Commissioners' approval of the CCMSI (Cannon Cochran Management Services, Inc.) invoice for the August 2026 Workers' Compensation claims expenses in the amount of one hundred twenty-nine thousand, eight hundred forty-six dollars and twenty-seven cents (\$129,846.27).

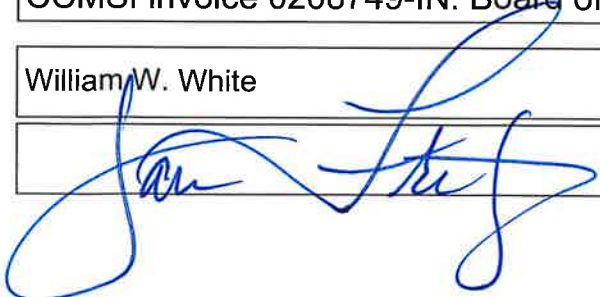
Issue, Description & Background: This monthly invoice reimburses CCMSI, Marion County's third party administrator, for workers' compensation expenses for the month of August 2026. Expenses include medical, permanent partial disability, permanent total disability, temporary partial disability, temporary total disability, legal costs, and other expenses. All expenses are related to workers' compensation claims.
These amounts vary with the workers' compensation claims. There is no contract.

Financial Impacts: Workers' Compensation claims costs are paid from the County's Self-Insurance Fund.

Impacts to Department & External Agencies: These costs are allocated annually to County departments.

List of attachments: CCMSI invoice 0208749-IN. Board of Commissioners signature page

Presenter: William W. White

Department Head Signature: 



CCMSI
2 E. Main Street
Danville, IL 61832
Phone 217-446-1089

Invoice No. 0208749-IN

Name: MARION COUNTY
Address: PO BOX 14500
SALEM, OR 97309

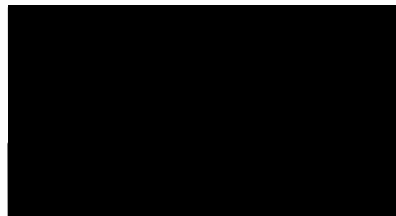
Invoice Date: 08/31/2026
Due Date: Upon Receipt

Description	Comment	TOTAL
FUNDING REIMBURSEMENT	Claims Funding: 08/01 - 08/31/26	125,984.78
FUNDING REIMBURSEMENT	Direct Deposit: [REDACTED]	3,861.49
	[REDACTED]	
Invoice Total:		129,846.27

PAYMENT INSTRUCTIONS

If initiating a Wire or ACH, please send to the following:

Bank Name:
Routing Number:
Routing Number:
Account Number:
Account Name:
Other Beneficiary Info:



If submitting a Check, please send to the following:

CCMSI
Att: Treasury Department
2 East Main St., Suite 208
Danville, IL 61832

FOR MARION COUNTY, OREGON

Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 23, 2026

Department: Business Services

Title: Health & Human Services 1st Floor at 3180 Center St

Management Update/Work Session Date: September 8, 2026 Audio/Visual aids ☐

Time Required: 10 min Contact: Tamra Goettsch Phone: x3200

Requested Action:

Consider approval of Amendment 1 to the Public Improvement Agreement with Ross Builders Northwest, LLC for the remodel of the first floor at Health & Human Services located at 3180 Center St, Salem, OR 97301.

Issue, Description & Background:

Tenant improvements to the first floor of the existing Health & Human Services Building located at 3180 Center St NE, Salem, OR 97301, which will house all staff currently housed in the leased Beverly Buildings. During the construction phase, some modifications to the original design were incorporated, which have required change orders and an increase to the contract value for project completion.

Financial Impacts:

Original Bid Amount \$843,097.00. Current Estimate \$999,941.38

Impacts to Department & External Agencies:

No impacts to other departments

List of attachments:

Amendment 1, Change Orders #001-007

Presenter:

Tamra Goettsch

Department Head Signature:

Jan Fritz

Jan Fritz (Sep 4, 2025 11:13 PM)

Contract Review Sheet

Public Improvement Agreements

BS-6856-25 - Am1

Title: Health & Human Services 1st Floor at 3180 Center St

Contractor's Name: Ross Builders Northwest, LLC

Department: Business Services Department

Contact: Vanessa Keck

Analyst: Kathleen George

Phone #: (503) 566-3910

Term - Date From: November 14, 2025

Expires: December 31, 2026

Original Contract Amount: \$ 843,097.00

Previous Amendments Amount: \$ 156,844.38

Current Amendment: \$ -

New Contract Total: \$ 999,941.38

Amd% 19%

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

Source Selection Method: 20-0255 Invitation to Bid

ITB# BS1689-25

Description of Services or Grant Award

Health & Human Services 1st Floor remodel at 3180 Center St, Salem, OR 97301

Amendment 1 incorporates Change Orders #001-007, increasing the contract total by \$156,844.38

Desired BOC Session Date: 9/23/2026

Contract should be in DocuSign by: 9/2/2026

Agenda Planning Date: 9/10/2026

Printed packets due in Finance: 9/8/2026

Management Update: 9/8/2026

BOC upload / Board Session email: 9/9/2026

BOC Session Presenter(s) Tamra Goettsch

Code: Y

REQUIRED APPROVALS

 9/17/2026
Finance - Contracts Date

 9/17/26
Contract Specialist Date

 9/17/2026
Legal Counsel Date

 9/12/26
Chief Administrative Officer Date



Marion County
OREGON

AMENDMENT 1 to BS-6856-25
the PUBLIC IMPROVEMENT AGREEMENT
between

MARION COUNTY and ROSS BUILDERS NORTHWEST, LLC

This is Amendment 1 to the Public Improvement Agreement (as amended from time to time, the "Agreement"), dated November 14, 2025 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Ross Builders Northwest, LLC, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strike through~~): Change Orders 001, 002, 003, 004, 005, 006, and 007 attached to this Amendment, are hereby incorporated.

Page 1, Section 1 Contract Price, Contract Documents and Work, first sentence: "The CONTRACTOR, in consideration of the sum of \$999,941.38 ~~\$843,097.00~~ (the "Contract Price"), to be paid to the CONTRACTOR by OWNER..."

Page 1, Section 3

Contract Dates.

PROJECT START DATE: November 17, 2025

SUBSTANTIAL COMPLETION: November 30, 2026 ~~May 31, 2026~~

FINAL COMPLETION: December 31, 2026 ~~June 30, 2026~~

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES

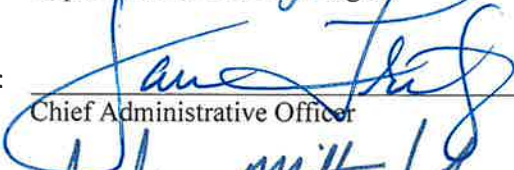
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  9/17/26
Department Director or designee Date

Authorized Signature:  9/17/26
Chief Administrative Officer Date

Reviewed by Signature:  9/17/2026
Marion County Legal Counsel Date

Reviewed by Signature:  9/17/2026
Marion County Contracts & Procurement Date

ROSS BUILDERS NORTHWEST, LLC SIGNATURE

Authorized Signature: _____
Date

Title: _____



Ross Builders Northwest, LLC
3155 Southeast Century Blvd Suite B
Hillsboro, Oregon 97123
Phone: (503) 430-0316

PCCO #001

Project: 25104 Marion Cnty 3180 1st Fl Remodel - 25104 Marion Cnty
3180 1st Fl Remodel
3180 Center ST SE
Salem, Oregon 97301

Prime Contract Change Order #001: Change Order #1

TO:	Marion County Business Services PO Box 14500 Salem, Oregon 97309	FROM:	Ross Builders Northwest, LLC 3155 Southeast Century Blvd Suite B Hillsboro, Oregon 97123
DATE CREATED:	3/27/2026	CREATED BY:	Alex Jamieson (Ross Builders Northwest, LLC)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:	Alex Jamieson (Ross Builders Northwest, LLC)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	03/27/2026
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	25104:Health & Human Services 1st Floor at 3180 Center St	TOTAL AMOUNT:	\$45,527.20
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	Door Hardware Added via Door Survey		\$4,436.25
002	Hardware at Door 3288B		\$577.50
003	ASI #1 - Door 1116A		\$1,039.50
004	Asbestos Abatement at Plumbing and HVAC		\$11,211.90
005	Frames at 1102A, 1103A and 1105A		(\$1,454.25)
006	Wall Patching Allowance		\$15,750.00
007	ASI #1 - Demo, Framing, Drywall, and Flooring		\$4,011.00
008	Unit Cost for Receptacle or Switch Replacement		\$9,955.30
Total:			\$45,527.20

CHANGE ORDER LINE ITEMS:

PCO # 001: Door Hardware Added via Door Survey

#	Budget Code	Description	Amount
1	08-08.1000.00.O Door/Hardware Supplier	Thimble Strike at 1145A	\$9.00
2	08-08.1000.00.O Door/Hardware Supplier	Entrance Locks (ND53L) at 1150A, 1151A, 1152A, 1181A, 1185A, and 1398A	\$3,162.00
3	08-08.1000.00.O Door/Hardware Supplier	Storeroom Lock (ND80L) at 1360A	\$527.00
4	08-08.1000.00.O Door/Hardware Supplier	Classroom Lock (ND70L) at 2285A	\$527.00
Subtotal:			\$4,225.00
Markup (5.00%):			\$211.25
Grand Total:			\$4,436.25

PCO # 002: Hardware at Door 3288B

#	Budget Code	Description	Amount
1	08-08.1000.00.O Door/Hardware Supplier	Hardware at 3288B	\$550.00
Subtotal:			\$550.00
Markup (5.00%):			\$27.50
Grand Total:			\$577.50

PCO # 003: ASI #1 - Door 1116A

#	Budget Code	Description	Amount
1	08-08.1000.00.O Door/Hardware Supplier	Door 1116A Frame and Hardware	\$990.00
Subtotal:			\$990.00
Markup (5.00%):			\$49.50
Grand Total:			\$1,039.50

PCO # 004: Asbestos Abatement at Plumbing and HVAC

#	Budget Code	Description	Amount
1	90-90.9006.00.O Issue Number 06 Subcontractor.Other	Plumbing & HVAC Abatement	\$10,678.00
Subtotal:			\$10,678.00
Markup (5.00%):			\$533.90
Grand Total:			\$11,211.90

PCO # 005: Frames at 1102A, 1103A and 1105A

#	Budget Code	Description	Amount
1	08-08.1000.00.O Door/Hardware Supplier	Timely in Lieu of Aluminum	\$(1,385.00)
Subtotal:			\$(1,385.00)
Markup (5.00%):			\$(69.25)
Grand Total:			\$(1,454.25)

PCO # 006: Wall Patching Allowance

#	Budget Code	Description	Amount
1	09-09.2000.02.O Drywall Mat'l's.Other	Drywall Patching Allowance	\$15,000.00
Subtotal:			\$15,000.00
Markup (5.00%):			\$750.00
Grand Total:			\$15,750.00

PCO # 007: ASI #1 - Demo, Framing, Drywall, and Flooring

#	Budget Code	Description	Amount
1	09-09.2000.00.O Drywall Sub	ASI #1 Demo, Framing, Drywall	\$2,920.00
2	09-09.6500.00.O Flooring Subcontractor	ASI #1 Flooring	\$900.00
Subtotal:			\$3,820.00
Markup (5.00%):			\$191.00
Grand Total:			\$4,011.00

PCO # 008: Unit Cost for Receptacle or Switch Replacement

#	Budget Code	Description	Amount
1	26-26.1000.00.O Electrical Subcontractor	Replace Receptacle or Switch	\$9,481.24
Subtotal:			\$9,481.24
Markup (5.00%):			\$474.06
Grand Total:			\$9,955.30

The original (Contract Sum)	\$843,097.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$843,097.00
The contract sum will be increased by this Change Order in the amount of	\$45,527.20
The new contract sum including this Change Order will be	\$888,624.20
The contract time will not be changed by this Change Order.	

Angela Flores (Facet Architects)

Marion County Business Services
PO Box 14500
Salem, Oregon 97309

tgoettsch

Digitally signed by
tgoettsch
Date: 2026.04.02
10:57:00 -07'00'

SIGNATURE

DATE

Ross Builders Northwest, LLC
3155 Southeast Century Blvd Suite B
Hillsboro, Oregon 97123

Alex Jamieson

Digitally signed by Alex Jamieson
DN: C=US,
E=alex@rossbuildersnw.com,
O=Ross Builders NW, OU=Ross
Builders NW, CN=Alex Jamieson
Date: 2026.03.27 15:16:52-07'00'

SIGNATURE

DATE



Ross Builders Northwest, LLC
3155 Southeast Century Blvd Suite B
Hillsboro, Oregon 97123
Phone: (503) 430-0316

PCCO #002

Project: 25104 Marion Cnty 3180 1st Fl Remodel - 25104 Marion Cnty
3180 1st Fl Remodel
3180 Center ST SE
Salem, Oregon 97301

Prime Contract Change Order #002: Change Order #2

TO:	Marion County Business Services PO Box 14500 Salem, Oregon 97309	FROM:	Ross Builders Northwest, LLC 3155 Southeast Century Blvd Suite B Hillsboro, Oregon 97123
DATE CREATED:	4/21/2026	CREATED BY:	Alex Jamieson (Ross Builders Northwest, LLC)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:	Alex Jamieson (Ross Builders Northwest, LLC)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	04/21/2026
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	25104:Health & Human Services 1st Floor at 3180 Center St	TOTAL AMOUNT:	\$26,842.09
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
009	Flooring Transitions at 1166A, 1186A, 1180A, 1102A, and 1105A		\$1,029.00
010	Electrical Changes in 1300 Wing		\$1,085.54
011	Under-Cabinet Light Boxes in 1150, 1151, 1152		\$621.83
012	Replace Lobby Floor Protection		\$355.12
013	Ceiling Demo in 1101 and 1217		(\$3,360.00)
014	Ceiling Patching at 1360-1364		\$1,533.00
015	Demo H Cabinets		\$1,427.30
016	Refeed Exterior Soffit Lights		\$425.86
017	Furnish and Install KeyWatcher Box		\$23,724.44
018	Existing Drywall Patching		\$0.00
Total:			\$26,842.09

CHANGE ORDER LINE ITEMS:

PCO # 009: Flooring Transitions at 1166A, 1186A, 1180A, 1102A, and 1105A

#	Budget Code	Description	Amount
1	09-09.6500.00.O Flooring Subcontractor	VCT Patching at New Openings	\$980.00
Subtotal:			\$980.00
Markup (5.00%):			\$49.00
Grand Total:			\$1,029.00

PCO # 010: Electrical Changes in 1300 Wing

#	Budget Code	Description	Amount
1	26-26.1000.00.O Electrical Subcontractor	Electrical Changes in 1300 Wing	\$1,033.85
Subtotal:			\$1,033.85
Markup (5.00%):			\$51.69
Grand Total:			\$1,085.54

PCO # 011: Under-Cabinet Light Boxes in 1150, 1151, 1152

#	Budget Code	Description	Amount
1	26-26.1000.00.O Electrical Subcontractor	Under-Cabinet Light Boxes	\$592.22
Subtotal:			\$592.22
Markup (5.00%):			\$29.61
Grand Total:			\$621.83

PCO # 012: Replace Lobby Floor Protection

#	Budget Code	Description	Amount
1	01-01.5616.02.O Dust Barrier Materials	Floor Protection Materials	\$71.93
2	01-01.5616.01.O Dust Barrier Labor.Other	Floor Protection Labor (2 hrs)	\$240.00
3	99-99.0500.O OH & Profit	Material Markup	\$7.19
4	99-99.0500.O OH & Profit	Labor Markup	\$36.00
Subtotal:			\$355.12
Markup (0.00%):			\$0.00
Grand Total:			\$355.12

PCO # 013: Ceiling Demo in 1101 and 1217

#	Budget Code	Description	Amount
1	09-09.2000.00.O Drywall Sub	ACT Credit	\$(3,200.00)
Subtotal:			\$(3,200.00)
Markup (5.00%):			\$(160.00)
Grand Total:			\$(3,360.00)

PCO # 014: Ceiling Patching at 1360-1364

#	Budget Code	Description	Amount
1	09-09.2000.00.O Drywall Sub	Ceiling Patching at 1360-1364	\$1,460.00
Subtotal:			\$1,460.00
Markup (5.00%):			\$73.00
Grand Total:			\$1,533.00

PCO # 015: Demo H Cabinets

#	Budget Code	Description	Amount
1	90-90.9003.01.O Issue Number 03 Labor.Other	Demolish Keynote H Cabinets (10-hours)	\$1,200.00
2	90-90.9003.00.O Issue Number 03 Subcontractor.Other	Dump Fee	\$43.00
3	99-99.0500.O OH & Profit	Labor Markup	\$180.00
4	01-01.0111.01.O Senior Manager	Material Markup	\$4.30
Subtotal:			\$1,427.30
Markup (0.00%):			\$0.00
Grand Total:			\$1,427.30

PCO # 016: Refeed Exterior Soffit Lights

#	Budget Code	Description	Amount
1	26-26.1000.00.O Electrical Subcontractor	Refeed Soffit Lights	\$405.58
Subtotal:			\$405.58
Markup (5.00%):			\$20.28
Grand Total:			\$425.86

PCO # 017: Furnish and Install KeyWatcher Box

#	Budget Code	Description	Amount
1	10-10.2800.02.O Accessories Materials	Furnish KeyWatcher Box	\$19,517.00
2	10-10.2800.01.O Accessory Install.Other	Install KeyWatcher Box	\$960.00
3	10-10.2800.02.O Accessories Materials	Small Tools / Mounting Materials	\$20.00
4	99-99.0500.O OH & Profit	Material Markup	\$1,953.70
5	99-99.0500.O OH & Profit	Labor Markup	\$144.00
Subtotal:			\$22,594.70
Markup (5.00%):			\$1,129.74
Grand Total:			\$23,724.44

PCO # 018: Existing Drywall Patching

#	Budget Code	Description	Amount
1	09-09.9000.00.O Painting Subcontractor	Paint Spackling	\$4,176.00
2	09-09.2000.00.O Drywall Sub	Drywall Patching Through 4/1/26	\$10,790.00
3	09-09.2000.02.O Drywall Mat's.Other	Reduce Allowance	\$(14,966.00)
Subtotal:			\$0.00
Markup (5.00%):			\$0.00
Grand Total:			\$0.00

The original (Contract Sum)	\$843,097.00
Net change by previously authorized Change Orders	\$45,527.20
The contract sum prior to this Change Order was	\$888,624.20
The contract sum will be increased by this Change Order in the amount of	\$26,842.09
The new contract sum including this Change Order will be	\$915,466.29
The contract time will not be changed by this Change Order.	

Angela Flores (Facet Architects)

Marion County Business Services
PO Box 14500
Salem, Oregon 97309

tgoettsch

Digitally signed by
tgoettsch
Date: 2026.04.24
12:33:54 -07'00'

Ross Builders Northwest, LLC
3155 Southeast Century Blvd Suite B
Hillsboro, Oregon 97123

Alex Jamieson

Digitally signed by Alex Jamieson
DN: C=US,
E=alexj@rossbuildersnw.com,
O=Ross Builders NW, OU=Ross
Builders NW, CN=Alex Jamieson
Date: 2026.04.21 15:54:29 -07'00'

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



Ross Builders Northwest, LLC
3155 Southeast Century Blvd Suite B
Hillsboro, Oregon 97123
Phone: (503) 430-0316

PCCO #003

Project: 25104 Marion Cnty 3180 1st Fl Remodel - 25104 Marion Cnty
3180 1st Fl Remodel
3180 Center ST SE
Salem, Oregon 97301

Prime Contract Change Order #003: Change Order #3

TO:	Marion County Business Services PO Box 14500 Salem, Oregon 97309	FROM:	Ross Builders Northwest, LLC 3155 Southeast Century Blvd Suite B Hillsboro, Oregon 97123
DATE CREATED:	5/18/2026	CREATED BY:	Alex Jamieson (Ross Builders Northwest, LLC)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	05/18/2026
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	25104:Health & Human Services 1st Floor at 3180 Center St	TOTAL AMOUNT:	\$29,391.74
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
019	Additional Existing Drywall Patching		\$5,560.80
020	Relocate Light Switch at 1166		\$1,087.94
021	Exterior Waterproofing Abatement		\$20,737.50
022	Accent Paint at Reception Wall		\$519.75
023	Storeroom Lock at 1175A		\$572.25
024	New Casing at Removed Closers		\$913.50
Total:			\$29,391.74

CHANGE ORDER LINE ITEMS:

PCO # 019: Additional Existing Drywall Patching

#	Budget Code	Description	Amount
1	09-09.2000.00.O Drywall Sub	Drywall Patching 4/2-4/23	\$5,330.00
2	09-09.2000.02.O Drywall Mat's.Other	Reduce Allowance	\$(34.00)
Subtotal:			\$5,296.00
Markup (5.00%):			\$264.80
Grand Total:			\$5,560.80

PCO # 020: Relocate Light Switch at 1166

#	Budget Code	Description	Amount
1	26-26.1000.00.O Electrical Subcontractor	Relocate Switch at 1166	\$1,036.13
Subtotal:			\$1,036.13
Markup (5.00%):			\$51.81
Grand Total:			\$1,087.94

PCO # 021: Exterior Waterproofing Abatement

#	Budget Code	Description	Amount
1	90-90.9006.00.O Issue Number 06 Subcontractor.Other	Exterior Waterproofing Abatement	\$19,750.00
Subtotal:			\$19,750.00
Markup (5.00%):			\$987.50
Grand Total:			\$20,737.50

PCO # 022: Accent Paint at Reception Wall

#	Budget Code	Description	Amount
1	09-09.9000.00.O Painting Subcontractor	Reception Wall Accent Paint	\$495.00
Subtotal:			\$495.00
Markup (5.00%):			\$24.75
Grand Total:			\$519.75

PCO # 023: Storeroom Lock at 1175A

#	Budget Code	Description	Amount
1	08-08.1000.00.O Door/Hardware Supplier	Storeroom Lock at 1175A	\$545.00
Subtotal:			\$545.00
Markup (5.00%):			\$27.25
Grand Total:			\$572.25

PCO # 024: New Casing at Removed Closers

#	Budget Code	Description	Amount
1	08-08.1000.00.O Door/Hardware Supplier	Furnish New Casing	\$270.00
2	08-08.1000.01.O Door/Hardware Install	Install New Casing	\$600.00
Subtotal:			\$870.00
Markup (5.00%):			\$43.50
Grand Total:			\$913.50

The original (Contract Sum)	\$843,097.00
Net change by previously authorized Change Orders	\$72,369.29
The contract sum prior to this Change Order was	\$915,466.29
The contract sum will be increased by this Change Order in the amount of	\$29,391.74
The new contract sum including this Change Order will be	\$944,858.03
The contract time will not be changed by this Change Order.	

Angela Flores (Facet Architects)

Marion County Business Services

PO Box 14500

Salem, Oregon 97309

Digitally signed by
tgoettsch
Date: 2026.06.18
08:43:12 -07'00'

Ross Builders Northwest, LLC

3155 Southeast Century Blvd Suite B

Hillsboro, Oregon 97123

Alex Jamieson

Digitally signed by Alex Jamieson
DN: C=US,
E=alex@rossbuildersnw.com,
O=Ross Builders NW, OU=Ross
Builders NW, CN=Alex Jamieson
Date: 2026.05.18 11:32:27-07'00'

SIGNATURE DATE

SIGNATURE DATE

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Ross Builders Northwest, LLC
3155 Southeast Century Blvd Suite B
Hillsboro, Oregon 97123
Phone: (503) 430-0316

PCCO #004

Project: 25104 Marion Cnty 3180 1st Fl Remodel - 25104 Marion Cnty
3180 1st Fl Remodel
3180 Center ST SE
Salem, Oregon 97301

Prime Contract Change Order #004: Change Order #4

TO:	Marion County Business Services PO Box 14500 Salem, Oregon 97309	FROM:	Ross Builders Northwest, LLC 3155 Southeast Century Blvd Suite B Hillsboro, Oregon 97123
DATE CREATED:	5/28/2026	CREATED BY:	Alex Jamieson (Ross Builders Northwest, LLC)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:	Alex Jamieson (Ross Builders Northwest, LLC)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	05/28/2026
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	25104:Health & Human Services 1st Floor at 3180 Center St	TOTAL AMOUNT:	\$9,571.58

DESCRIPTION:

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
025	Additional Corner Guards		\$7,401.23
026	Spackle Patching in Lobby		\$1,461.60
027	Paint 1264		\$708.75
Total:			\$9,571.58

CHANGE ORDER LINE ITEMS:

PCO # 025: Additional Corner Guards

#	Budget Code	Description	Amount
1	10-10.2800.02.O Accessories Materials	Furnish Fifty Nine (59) Corner Guards	\$2,964.75
2	10-10.2800.01.O Accessory Install.Other	Install Fifty Nine (59) Corner Guards	\$3,600.00
3	99-99.0500.O OH & Profit	Material Markup	\$296.48
4	99-99.0500.O OH & Profit	Labor Markup	\$540.00
Subtotal:			\$7,401.23
Markup (0.00%):			\$0.00
Grand Total:			\$7,401.23

PCO # 026: Spackle Patching in Lobby

#	Budget Code	Description	Amount
1	09-09.9000.00.O Painting Subcontractor	Spackle Patching in Lobby	\$1,392.00
Subtotal:			\$1,392.00
Markup (5.00%):			\$69.60
Grand Total:			\$1,461.60



PCCO #004

PCO # 027: Paint 1264

#	Budget Code	Description	Amount
1	09-09.9000.00.O Painting Subcontractor	Paint 1264	\$675.00
Subtotal:			\$675.00
Markup (5.00%):			\$33.75
Grand Total:			\$708.75

The original (Contract Sum)	\$843,097.00
Net change by previously authorized Change Orders	\$101,761.03
The contract sum prior to this Change Order was	\$944,858.03
The contract sum will be increased by this Change Order in the amount of	\$9,571.58
The new contract sum including this Change Order will be	\$954,429.61
The contract time will not be changed by this Change Order.	

Angela Flores (Facet Architects)

Marion County Business Services

PO Box 14500

Salem, Oregon 97309

tgoettsch

Digitally signed by
tgoettsch
Date: 2026.06.18
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Ross Builders Northwest, LLC

3155 Southeast Century Blvd Suite B

Hillsboro, Oregon 97123

Alex Jamieson

Digitally signed by Alex Jamieson
DN: C=US,
E=alex@rossbuildersnw.com,
O=Ross Builders NW, OU=Ross
Builders NW, CN=Alex Jamieson
Date: 2026.05.28 14:30:28-07'00'

SIGNATURE

DATE

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DATE

SIGNATURE

DATE



Ross Builders Northwest, LLC
3155 Southeast Century Blvd Suite B
Hillsboro, Oregon 97123
Phone: (503) 430-0316

PCCO #005

Project: 25104 Marion Cnty 3180 1st Fl Remodel - 25104 Marion Cnty
3180 1st Fl Remodel
3180 Center ST SE
Salem, Oregon 97301

Prime Contract Change Order #005: Change Order #5

TO:	Marion County Business Services PO Box 14500 Salem, Oregon 97309	FROM:	Ross Builders Northwest, LLC 3155 Southeast Century Blvd Suite B Hillsboro, Oregon 97123
DATE CREATED:	6/22/2026	CREATED BY:	Alex Jamieson (Ross Builders Northwest, LLC)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:	Alex Jamieson (Ross Builders Northwest, LLC)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	06/22/2026
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	25104:Health & Human Services 1st Floor at 3180 Center St	TOTAL AMOUNT:	\$17,190.91

DESCRIPTION:

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
028	Recarpet 1242, 1243, 1244, 1245, 1106		\$5,335.00
029	Kick Plates & Push Plates		\$3,260.25
030	Door Modifications Due to Existing Conditions		\$1,312.50
031	Conference Room Inserts and Elevator Wayfinding Signs		\$5,906.25
032	Power for KeyWatcher Box		\$831.95
033	Owner Requested Electrical Changes		\$544.96
Total:			\$17,190.91

CHANGE ORDER LINE ITEMS:

PCO # 028: Recarpet 1242, 1243, 1244, 1245, 1106

#	Budget Code	Description	Amount
1	02-02.4113.01.O Selective Demo Labor.Other	Demo Existing Carpet	\$960.00
2	01-01.9150.02.O Dump Fee	Dump Fee	\$200.00
3	09-09.6500.00.O Flooring Subcontractor	New Carpet	\$3,820.00
4	99-99.0500.O OH & Profit	Labor Markup	\$144.00
5	99-99.0500.O OH & Profit	Material Markup	\$20.00
6	99-99.0500.O OH & Profit	Subcontract Markup	\$191.00
Subtotal:			\$5,335.00
Markup (0.00%):			\$0.00
Grand Total:			\$5,335.00

PCO # 029: Kick Plates & Push Plates

#	Budget Code	Description	Amount
1	08-08.1000.00.O Door/Hardware Supplier	Furnish Kick Plates and Push Plates	\$1,965.00
2	08-08.7100.00.O Door/Hardware Install Subcontractor.Other	Install Kick Plates and Push Plates	\$1,140.00
Subtotal:			\$3,105.00
Markup (5.00%):			\$155.25
Grand Total:			\$3,260.25

PCO # 030: Door Modifications Due to Existing Conditions

#	Budget Code	Description	Amount
1	08-08.7100.00.O Door/Hardware Install Subcontractor.Other	Existing Condition Door Modifications	\$1,250.00
Subtotal:			\$1,250.00
Markup (5.00%):			\$62.50
Grand Total:			\$1,312.50

PCO # 031: Conference Room Inserts and Elevator Wayfinding Signs

#	Budget Code	Description	Amount
1	10-10.4000.00.O Signage Sub	Conference Room Inserts	\$1,625.00
2	10-10.4000.00.O Signage Sub	Elevator Wayfinding Signs	\$4,000.00
Subtotal:			\$5,625.00
Markup (5.00%):			\$281.25
Grand Total:			\$5,906.25

PCO # 032: Power for KeyWatcher Box

#	Budget Code	Description	Amount
1	26-26.1000.00.O Electrical Subcontractor	KeyWatcher Power	\$792.33
Subtotal:			\$792.33
Markup (5.00%):			\$39.62
Grand Total:			\$831.95

PCO # 033: Owner Requested Electrical Changes

#	Budget Code	Description	Amount
1	26-26.1000.00.O Electrical Subcontractor	Owner-Requested Electrical Changes	\$519.01
Subtotal:			\$519.01
Markup (5.00%):			\$25.95
Grand Total:			\$544.96

The original (Contract Sum)	\$843,097.00
Net change by previously authorized Change Orders	\$111,332.61
The contract sum prior to this Change Order was	\$954,429.61
The contract sum will be increased by this Change Order in the amount of	\$17,190.91
The new contract sum including this Change Order will be	\$971,620.52
The contract time will not be changed by this Change Order.	

Angela Flores (Facet Architects)

Marion County Business Services

PO Box 14500

Salem, Oregon 97309

Digitally signed by
tgoettsch
Date: 2026.06.23
14:14:51 -07'00'

Ross Builders Northwest, LLC

3155 Southeast Century Blvd Suite B

Hillsboro, Oregon 97123

Alex Jamieson

Digitally signed by Alex Jamieson
DN: c=US,
E=alex@rossbuildersnw.com,
O=Ross Builders NW, OU=Ross
Builders NW, CN=Alex Jamieson
Date: 2026.06.22 11:29:01 -07'00'

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Ross Builders Northwest, LLC
3155 Southeast Century Blvd Suite B
Hillsboro, Oregon 97123
Phone: (503) 430-0316

PCCO #006

Project: 25104 Marion Cnty 3180 1st Fl Remodel - 25104 Marion Cnty
3180 1st Fl Remodel
3180 Center ST SE
Salem, Oregon 97301

Prime Contract Change Order #006: Change Order #6

TO:	Marion County Business Services PO Box 14500 Salem, Oregon 97309	FROM:	Ross Builders Northwest, LLC 3155 Southeast Century Blvd Suite B Hillsboro, Oregon 97123
DATE CREATED:	7/21/2026	CREATED BY:	Alex Jamieson (Ross Builders Northwest, LLC)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:	Alex Jamieson (Ross Builders Northwest, LLC)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	07/21/2026
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	25104:Health & Human Services 1st Floor at 3180 Center St	TOTAL AMOUNT:	\$25,306.11
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
034	Exterior Window Cleaning		\$12,705.00
035	Contract Date Extension		\$0.00
036	Install Owner Provided Wall Stops		\$2,294.25
037	Larger Push Plates		\$383.25
038	Door Gaskets per Request		\$5,331.90
039	Key and Cylinder Changes per Site Survey and Owner Request		\$3,939.73
040	Patching at 1171 and 1217		\$504.00
041	Furniture Whip at Staff 1235		\$147.98
Total:			\$25,306.11

CHANGE ORDER LINE ITEMS:

PCO # 034: Exterior Window Cleaning

#	Budget Code	Description	Amount
1	90-90.9046.00.O Issue Number 46 Subcontractor.Other	Exterior Window Cleaning	\$12,100.00
Subtotal:			\$12,100.00
Markup (5.00%):			\$605.00
Grand Total:			\$12,705.00

PCO # 035: Contract Date Extension

#	Budget Code	Description	Amount
1			\$0.00
Subtotal:			\$0.00
Markup (5.00%):			\$0.00
Grand Total:			\$0.00

PCO # 036: Install Owner Provided Wall Stops

#	Budget Code	Description	Amount
1	08-08.7100.00.O Door/Hardware Install Subcontractor.Other	Install Wall Stops	\$2,185.00
Subtotal:			\$2,185.00
Markup (5.00%):			\$109.25
Grand Total:			\$2,294.25

PCO # 037: Larger Push Plates

#	Budget Code	Description	Amount
1	08-08.1000.00.O Door/Hardware Supplier	Larger Push Plates	\$365.00
Subtotal:			\$365.00
Markup (5.00%):			\$18.25
Grand Total:			\$383.25

PCO # 038: Door Gaskets per Request

#	Budget Code	Description	Amount
1	08-08.1000.00.O Door/Hardware Supplier	Furnish Door Gaskets	\$2,663.00
2	08-08.7100.00.O Door/Hardware Install Subcontractor.Other	Install Door Gaskets	\$2,415.00
Subtotal:			\$5,078.00
Markup (5.00%):			\$253.90
Grand Total:			\$5,331.90

PCO # 039: Key and Cylinder Changes per Site Survey and Owner Request

#	Budget Code	Description	Amount
1	08-08.1000.02.O Door/Hardware Materials	Key and Cylinder Changes	\$3,752.12
Subtotal:			\$3,752.12
Markup (5.00%):			\$187.61
Grand Total:			\$3,939.73

PCO # 040: Patching at 1171 and 1217

#	Budget Code	Description	Amount
1	09-09.2000.00.O Drywall Sub	1171 and 1217 Patching	\$480.00
Subtotal:			\$480.00
Markup (5.00%):			\$24.00
Grand Total:			\$504.00

PCO # 041: Furniture Whip at Staff 1235

#	Budget Code	Description	Amount
1	26-26.1000.00.O Electrical Subcontractor	Furniture Whip at 1235	\$140.93
Subtotal:			\$140.93
Markup (5.00%):			\$7.05
Grand Total:			\$147.98

The original (Contract Sum)	\$843,097.00
Net change by previously authorized Change Orders	\$128,523.52
The contract sum prior to this Change Order was	\$971,620.52
The contract sum will be increased by this Change Order in the amount of	\$25,306.11
The new contract sum including this Change Order will be	\$996,926.63
The contract time will not be changed by this Change Order.	

Angela Flores (Facet Architects)

Marion County Business Services
PO Box 14500
Salem, Oregon 97309

Ross Builders Northwest, LLC
3155 Southeast Century Blvd Suite B
Hillsboro, Oregon 97123

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

Ross Builders Northwest, LLC

Page 3 of 3

Printed On: 7/21/2026 11:42 AM

Digitally signed by Alex Jamieson
DN: cn=US,
c=us, email=alex@rossbuildersnw.com,
o=Ross Builders NW, ou=Ross
Builders NW, cn=Alex Jamieson
Date: 2026.07.21 11:53:53-07'00'



Ross Builders Northwest, LLC
3155 Southeast Century Blvd Suite B
Hillsboro, Oregon 97123
Phone: (503) 430-0316

PCCO #007

Project: 25104 Marion Cnty 3180 1st Fl Remodel - 25104 Marion Cnty
3180 1st Fl Remodel
3180 Center ST SE
Salem, Oregon 97301

Prime Contract Change Order #007: Change Order #7

TO: Marion County Business Services
PO Box 14500
Salem, Oregon 97309

FROM: Ross Builders Northwest, LLC
3155 Southeast Century Blvd Suite B
Hillsboro, Oregon 97123

DATE CREATED: 8/28/2026

CREATED BY: Alex Jamieson (Ross Builders Northwest, LLC)

CONTRACT STATUS: Approved

REVISION: 0

DESIGNATED REVIEWER: Alex Jamieson (Ross Builders Northwest, LLC)

REVIEWED BY:

DUE DATE:

REVIEW DATE: 08/28/2026

INVOICED DATE:

PAID DATE:

SCHEDULE IMPACT:

EXECUTED: No

REVISED SUBSTANTIAL COMPLETION DATE:

SIGNED CHANGE ORDER RECEIVED DATE:

CONTRACT FOR: 25104:Health & Human Services 1st Floor at 3180 Center St

TOTAL AMOUNT: \$3,014.75

DESCRIPTION:

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
042	Existing Ceiling Tile Repairs		\$2,516.00
043	Key and Cylinder Changes per Site Survey and Owner Request (Install)		\$498.75
Total:			\$3,014.75

CHANGE ORDER LINE ITEMS:

PCO # 042: Existing Ceiling Tile Repairs

#	Budget Code	Description	Amount
1	90-90.9040.02.O Issue Number 40 Materials.Other	Furnish Ceiling Tiles	\$280.00
2	90-90.9040.01.O Issue Number 40 Labor.Other	Install Ceiling Tiles	\$1,920.00
3	99-99.0500.O OH & Profit	Material Markup	\$28.00
4	99-99.0500.O OH & Profit	Labor Markup	\$288.00
Subtotal:			\$2,516.00
Markup (0.00%):			\$0.00
Grand Total:			\$2,516.00

PCO # 043: Key and Cylinder Changes per Site Survey and Owner Request (Install)

#	Budget Code	Description	Amount
1	08-08.7100.00.O Door/Hardware Install Subcontractor.Other	Swap Additional Cores	\$475.00
Subtotal:			\$475.00
Markup (5.00%):			\$23.75
Grand Total:			\$498.75



PCCO #007

The original (Contract Sum)	\$843,097.00
Net change by previously authorized Change Orders	\$153,829.63
The contract sum prior to this Change Order was	\$986,926.63
The contract sum will be increased by this Change Order in the amount of	\$3,014.75
The new contract sum including this Change Order will be	\$999,941.38
The contract time will not be changed by this Change Order.	

Angela Flores (Facet Architects)

Marion County Business Services
PO Box 14500
Salem, Oregon 97309

Ross Builders Northwest, LLC
3155 Southeast Century Blvd Suite B
Hillsboro, Oregon 97123

SIGNATURE

DATE

SIGNATURE

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SIGNATURE

DATE

Ross Builders Northwest, LLC

Page 2 of 2

Printed On: 8/28/2026 09:03 AM

Digitally signed by Alex Jamieson
DN: C=US,
E=alex@rossbuildersnw.com,
O=Ross Builders NW, OU=Ross
Builders NW, CN=Alex Jamieson
Date: 2026.08.28 09:07:46-0700'

Alex Jamieson



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 23, 2026

Department: Business Services

Title: Construction of the New Marion County Sheriff's Office Evidence Building

Management Update/Work Session Date: September 8, 2026 Audio/Visual aids ☐

Time Required: 10 min Contact: Tamra Goettsch Phone: x3200

Requested Action:

Consider approval of Amendment 1 to the Public Improvement Agreement with Robinson Construction Co. for the construction of the new Marion County Sheriff's Office Evidence Building located at 4040 Aumsville Hwy SE, Salem, OR 97317

Issue, Description & Background:

Construction of a new approximately 10,000 square feet Evidence Building for the Marion County Sheriff's Office. The new building will have up to date security to keep evidence and employee's safe as well as up to date storage with space saving shelves, cold storage and a drying room with room for growth. During the construction phase, some modifications to the original design were incorporated, which have required change orders and an increased to the contract value for project completion.

Financial Impacts:

Original Bid Amount \$6,957,000.00. Current estimate \$7,747,855.89

Impacts to Department & External Agencies:

No impacts to other departments

List of attachments:

Amendment 1, Change Orders #001-012

Presenter:

Tamra Goettch and Wesley Miller

Department Head Signature:

Jan Fritz
Jan Fritz (Sep 4, 2026 13:21:19 PDT)

Contract Review Sheet

Public Improvement Agreements

BS-6637-25 - Am1

Title: Construction of the New Marion County Sheriff's Office Evidence Building

Contractor's Name: Robinson Construction Co

Department: Business Services Department

Contact: Vanessa Keck

Analyst: Kathleen George

Phone #: (503) 566-3910

Term - Date From: June 13, 2025

Expires: December 31, 2026

Original Contract Amount: \$ 6,957,000.00

Previous Amendments Amount: \$ 790,855.89

Current Amendment: \$ -

New Contract Total: \$ 7,747,855.89

Amd% 11%

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

Source Selection Method: 20-0255 Invitation to Bid

ITB# BS1645-25

Description of Services or Grant Award

Construction of the New Marion County Sheriff's Office Evidence Building located at 4040 Aumsville Hwy SE, Salem, OR 97317

Amendment 1 incorporates Change Orders #001-012, increasing the contract total by \$790,855.89

Desired BOC Session Date: 9/23/2026

Contract should be in DocuSign by: 9/2/2026

Agenda Planning Date: 9/10/2026

Printed packets due in Finance: 9/8/2026

Management Update: 9/8/2026

BOC upload / Board Session email: 9/9/2026

BOC Session Presenter(s) Tamra Goettsch & Wesley Miller

Code: Y

REQUIRED APPROVALS

Finance - Contracts

Date

Contract Specialist

Date

Legal Counsel

Date

Chief Administrative Officer

Date



AMENDMENT 1 to BS-6637-25
the PUBLIC IMPROVEMENT AGREEMENT
between

MARION COUNTY and ROBINSON CONSTRUCTION CO

This is Amendment 1 to the Public Improvement Agreement (as amended from time to time, the "Agreement"), dated June 13, 2025, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Robinson Construction Co, hereafter called Contractor.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strike through~~): Change Orders 001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, and 012 attached to this Amendment, are hereby incorporated.

Page 1, Section 1 Contract Price, Contract Documents and Work, first sentence: "The CONTRACTOR, in consideration of the sum of \$7,747,855.89 ~~\$6,957,000.00~~ (the "Contract Price"), to be paid to the CONTRACTOR by OWNER..."

Page 1, Section 3

Contract Dates.

PROJECT START DATE: June 18, 2025

SUBSTANTIAL COMPLETION: November 30, 2026 ~~May 31, 2026~~

FINAL COMPLETION: December 31, 2026 ~~June 30, 2026~~

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  9/17/26
Department Director or designee Date

Authorized Signature:  9/17/26
Chief Administrative Officer Date

Reviewed by Signature:  9/17/2026
Marion County Legal Counsel Date

Reviewed by Signature:  9/17/2026
Marion County Contracts & Procurement Date

ROBINSON CONSTRUCTION CO SIGNATURE

Authorized Signature: _____ Date _____

Title: _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 23, 2026

Department: Health & Human Services

Title: Quill LLC - Cooperative Contract Purchase Order #932189

Management Update/Work Session Date: August 4, 2026 Audio/Visual aids ☐

Time Required: 10 mins Contact: Lyndsie Schwarz Phone: 503-584-4898

Requested Action:

Approve Amendment One to Purchase Order #932189 (CMS Record HE-6489-25).

Issue, Description & Background:

Marion County Health & Human Services (MCHHS) Intellectual & Developmental Disabilities (IDD) program purchases and distributes wipes authorized as part of enrolled individuals support plans. Vendor will deliver authorized wipes directly to individuals in service and will provide delivery confirmation.
Amendment 1 broadens the description of "wipes", extends the contract term to 12/31/2027, and adds funds in the amount of \$370,000.00, for a new contract purchase order total of \$649,765.20. Recently the state Office of Developmental Disabilities Services (ODDS) clarified that individuals living in residential settings are also eligible to receive wipes. This has significantly increased the demand for these supplies.

Financial Impacts:

Total contract amount \$649,765.20.

Impacts to Department & External Agencies:

Health and Human Services anticipates no financial impact to other departments.

List of attachments:

Quill PO Am1, Original PO

Presenter:

Karin Perkins

Department Head Signature:

Troy Gregg
Troy Gregg (Aug 20, 2026 14:29:30 PDT)

Contract Review Sheet

Contract Purchase Order 932189

HE-6489-25 Am1Title: **Educational School Supplies, Instructional Solutions, and Related Products**Contractor's Name: **Quill LLC**Department: **Health and Human Services**Contact: **Lyndsie Schwarz**Analyst: **Sandra Fixsen**Phone #: **(503) 584-4898**Term - Date From: **April 10, 2025**Expires: **December 31, 2027**Original Contract Amount: \$ **279,765.20** Previous Amendments Amount: \$ **(0.00)**Current Amendment: \$ **370,000.00** New Contract Total: \$ **649,765.20** Amd% **132%**Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%Source Selection Method: **10-0400 Cooperative**

Cooperative#

Description of Services or Grant Award

Marion County Health & Human Services (MCHHS) Intellectual & Developmental Disabilities (IDD) program purchases and distributes wipes authorized as part of enrolled individuals support plans. Vendor will deliver authorized wipes directly to individuals in service and will provide delivery confirmation.

Amendment 1 broadens the description of "wipes", extends the term to 12/31/2027, and adds funds in the amount of \$370,000.00, for a new contract purchase order total of \$649,765.20.

Recently the state Office of Developmental Disabilities Services (ODDS) clarified that individuals living in residential settings are also eligible to receive wipes. This has significantly increased the demand for these supplies.

CMS Record HE-6489-25

Desired BOC Session Date: **9/23/2026**Contract should be in DocuSign by: **8/19/2026**Agenda Planning Date: **8/27/2026**Printed packets due in Finance: **8/25/2026**Management Update: **8/4/2026**BOC upload / Board Session email: **8/26/2026**BOC Session Presenter(s) **Karin Perkins**Code: **Y**

REQUIRED APPROVALS


Finance - Contracts
Date

08/20/2026


Contract Specialist
Date

08/20/2026


Legal Counsel
Date

08/25/2026


Chief Administrative Officer
Date

08/25/2026



MARION COUNTY FINANCE DEPARTMENT

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

Quill, LLC
300 Tri State International Drive
Lincolnshire, IL 60069
United States

Purchase Order		
Purchase Order No	Revision	Page
932189		
Ship To: Marion County Health & Human Services 3160 Center St. NE Salem, OR 97301 United States		
Bill To: Marion County Health & Human Services 3160 Center St NE Salem, OR 97301 United States		

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer L.Schwarz
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
1	CONTRACT PURCHASE AGREEMENT Huggies Natural Care Baby Wipes Case Contract expires 12/31/2026		8,030			\$279,765.20
2	Amendment 1 to CONTRACT PURCHASE AGREEMENT Any body care wipes Purchase Agreement Contract expires 12/31/2027					\$370,000.00
Total						\$649,765.20

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 the highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6 TERMINATION OF PO. The PO may be terminated under the following conditions: a. By written mutual agreement of both parties, termination may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO immediately and without prior notice for any of the following reasons: (1) If the Contractor fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof; (2) If the Contractor fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract; (3) Failure of the Contractor to comply with the provisions of this PO and all applicable federal, state, and local laws and rules; (4) Expiration of applicable cooperative agreement. Any termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the Contractor all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be

exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

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

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12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

20. TERMS: Performance by Contractor under this PO or acceptance of payment by Contractor under this PO constitutes acceptance of these Marion County Terms and Conditions. The terms in this PO take precedence over any other terms.

**SIGNATURE PAGE FOR
EDUCATIONAL SCHOOL SUPPLIES, INSTRUCTIONAL SOLUTIONS, AND
RELATED PRODUCTS - HE-6489-25
between
MARION COUNTY and QUILL LLC**

**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> Troy Gregg (Aug 20, 2026 14:29:30 PDT)</u> 08/20/2026 Department Director or designee	Date
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Authorized Signature: <u> Jan Fritz (Aug 25, 2026 17:39:37 PDT)</u> 08/25/2026 Chief Administrative Officer	Date
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Reviewed by Signature: <u> Jennifer Rogers (Aug 25, 2026 15:33:02 PDT)</u> 08/25/2026 Marion County Legal Counsel	Date
---	--

Reviewed by Signature: <u> Sandra L. Lysen</u> 08/20/2026 Marion County Contracts & Procurement	Date
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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 09/23/2026

Department: Health & Human Services

Title: James M Briggs & Associates Sex Offender Treatments Amendment 2

Management Update/Work Session Date: 08/04/2026 Audio/Visual aids ☐

Time Required: 10 mins Contact: Lyndsie Schwarz 503-584-4898
Phone:

Requested Action: Requesting approval of Amendment 2 to the contract for services with James M Briggs & Associates.

Issue, Description & Background: Contractor shall provide mental health and sex offender counseling services to individuals receiving Intellectual and Developmental Disabilities (IDD) Services at Marion County Health & Human Services.
Amendment 1 corrects attachment B, adds attachment C - Service Element DD 57 Standards and Procedures.
Amendment 2 adds funds in the amount of \$100,000.00 for a new contract total of \$200,000.00 and extends the term two years to 12/31/2028.

Financial Impacts: New funds requested in the amount of \$100,000.00 for a new contract total of \$200,000.00.

Impacts to Department & External Agencies: N/A

List of attachments: Amendment 2, Amendment 1, Original contract

Presenter: Karin Perkins

Department Head Signature: Troy Gregg
Troy Gregg (Aug 26, 2026 11:35:59 PDT)

Contract Review Sheet

Contract for Services

HE-5985-24 - Am2

Title: Sex Offender Treatments

Contractor's Name: JAMES M BRIGGS & ASSOCIATES PC

Department: Health and Human Services

Contact: Lyndsie Schwarz

Analyst: Sandra Fixsen

Phone #: (503) 584-4898

Term - Date From: January 1, 2024

Expires: December 31, 2028

Original Contract Amount: \$ 100,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ 100,000.00

New Contract Total: \$ 200,000.00

Amd% 100%

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

Source Selection Method: 50-0160 Health Provider Contracts

Description of Services or Grant Award

Contractor shall provide mental health and sex offender counseling services to individuals receiving Intellectual and Developmental Disability (IDD) Services at Marion County Health & Human Services.

Amendment 1 corrects attachment B, adds attachment C - Service Element DD 57 Standards and Procedures.

Amendment 2 adds funds in the amount of \$100,000.00 for a new contract total of \$200,000.00 and extends the term two years to 12/31/2028.

Desired BOC Session Date: 9/23/2026

Contract should be in DocuSign by: 8/26/2026

Agenda Planning Date: 9/3/2026

Printed packets due in Finance: 9/1/2026

Management Update: 8/ 4 /2026

BOC upload / Board Session email: 9/2/2026

BOC Session Presenter(s) Karin Perkins

Code: Y

REQUIRED APPROVALS

Sandra L. Fixsen

08/26/2026

Finance - Contracts

Date

Lyndsie Schwarz

Lyndsie Schwarz (Aug 26, 2026 09:29:56 PDT)

08/26/2026

Contract Specialist

Date

Jennifer Rogers

Jennifer Rogers (Sep 1, 2026 09:38:52 PDT)

09/01/2026

Legal Counsel

Date

Jan Fritz

Jan Fritz (Sep 2, 2026 09:17:59 PDT)

09/02/2026

Chief Administrative Officer

Date



**AMENDMENT 2 to HE-5985-24
the CONTRACT FOR SERVICES
between**

MARION COUNTY and JAMES M BRIGGS & ASSOCIATES PC

This is Amendment 2 to the Contract for Services (as amended from time to time, the “Contract”), dated January 01, 2024 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and JAMES M BRIGGS & ASSOCIATES PC, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strike through~~):

1. TERM. This Contract expires on December 31, 2028 ~~December 31, 2026~~.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$200,000.00 ~~\$100,000.00~~.

**EXHIBIT A
STATEMENT OF WORK**

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$200,000.00 ~~\$100,000.00~~.

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
--------------	------

Authorized Signature: <u><i>Troy Gregg</i></u> Troy Gregg (Aug 26, 2026 11:35:59 PDT)	08/26/2026
Department Director or designee	Date

Authorized Signature: <u><i>Jan Fritz</i></u> Jan Fritz (Sep 2, 2026 09:17:59 PDT)	09/02/2026
Chief Administrative Officer	Date

Reviewed by Signature: <u><i>Jennifer Rogers</i></u> Jennifer Rogers (Sep 1, 2026 09:38:52 PDT)	09/01/2026
Marion County Legal Counsel	Date

Reviewed by Signature: <u><i>Sandra L. Lisen</i></u>	08/26/2026
Marion County Contracts & Procurement	Date

JAMES M BRIGGS & ASSOCIATES PC SIGNATURE

Authorized Signature: _____	Date
-----------------------------	------

Title: _____

Contract Review Sheet

Contract Purchase Order

950899Title: Security Information and Event Management (SIEM) AgreementContractor's Name: Carahsoft Technology CorporationDepartment: Information Technology DepartmentContact: Kalynn SmithAnalyst: Sandra Fixsen

Phone #: _____

Term - Date From: October 1, 2026Expires: September 30, 2027Original Contract Amount: \$ 128,654.19

Previous Amendments Amount: _____

Current Amendment: \$ -New Contract Total: \$ 128,654.19Amd% 0%Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%Source Selection Method: 10-0400 CooperativeCooperative# 9412

Description of Services or Grant Award

This subscription for security information and event management allows organizations to collect, analyze, and visualize security data in real time. It provides comprehensive visibility into IT infrastructure, enabling swift detection and response to security threats while leveraging machine learning and analytics for improved threat detection and incident management.

CMS record IT-7296-26

Desired BOC Session Date: 9/23/2026Contract should be in DocuSign by: 9/2/2026Agenda Planning Date: 9/10/2026Printed packets due in Finance: 9/8/2026Management Update: 9/1/2026BOC upload / Board Session email: 9/9/2026BOC Session Presenter(s) Gary ChristoffersonCode: Y

REQUIRED APPROVALS

09/08/2026

Finance - Contracts

Date

Kalynn Smith (Sep 8, 2026 11:18:03 PDT)09/08/2026

Contract Specialist

Date

09/09/2026

Legal Counsel

Date

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, September 23, 2026

Department: Sheriff's Office

Title: Amendment #1 to the Contract Purchase Order with Communications Northwest

Management Update/Work Session Date: Tuesday, August 11, 2026 Audio/Visual aids ☐

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

Requested Action:

Staff recommends the board approve Amendment #1 to the Contract Purchase Order with SAR Enterprises, Inc. dba Communications Northwest in the amount of \$20,476.70 for a new contract total of \$114,076.70 for maintenance and repair of the Marion County Jail radio system equipment through June 30, 2027.

**Issue, Description
& Background:**

In March 2023, the Sheriff's Office entered into a retroactive agreement with Communications Northwest to provide radio maintenance and support to the jail radio system. The agreement expires on June 30, 2027. The original not to exceed (NTE) amount established at the execution of this contract only covered the fixed \$1,560 monthly maintenance fee but did not include on-call servicing and repairs of the physical radios. Over the last several years, the two-way communication systems have required intermittent technical servicing and repairs in order to remain operational. Since 2022, these unanticipated service fees have accumulated to \$7,746.70. These services were necessary to maintain public safety and daily operational communication, but the costs inadvertently exceeded the original NTE threshold.

Financial Impacts:

Adding \$20,476.70 to the Contract PO with a new total of \$114,076.70.

**Impacts to Department
& External Agencies:**

N/A

List of attachments:

Original agreement, Sample Contract Purchase Order

Presenter:

Commander Jacob Ramsey

**Department Head
Signature:**

Jeremy Landers
Jeremy Landers (Aug 27, 2026 13:21:16 PDT)

Contract Review Sheet

Information Technology Agreement

SO-4828-22 - Am1

Title: Jail Radio System Maintenance Agreement

Contractor's Name: SAR Enterprises, Inc.

Department: Sheriff's Office

Contact: Kristy Witherell

Analyst: Sandra Fixsen

Phone #: (503) 373-4402

Term - Date From: July 1, 2022

Expires: June 30, 2027

Original Contract Amount: \$ 93,600.00

Previous Amendments Amount: \$ -

Current Amendment: \$ 20,476.70

New Contract Total: \$ 114,076.70 Amd% 22%

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

Source Selection Method: 10-0400 Cooperative

Cooperative#

Description of Services or Grant Award

Amendment #1: Adding \$20,476.70 to the Contract Purchase order for a new contract total of \$114,076.70 through June 30, 2027.

Original Agreement: Communications NW provides the MC Jail with repair and maintenance services and parts to maintain the Jail radio system equipment.

Desired BOC Session Date: 9/23/2026

Contract should be in DocuSign by: 9/2/2026

Agenda Planning Date: 9/10/2026

Printed packets due in Finance: 9/8/2026

Management Update: 9/8/2026

BOC upload / Board Session email: 9/9/2026

BOC Session Presenter(s) Commander Jacob Ramsey

Code: Y

REQUIRED APPROVALS

Sandra L. Fixsen

08/27/2026

Finance - Contracts

Date

Kristy Witherell

Kristy Witherell (Aug 26, 2026 16:27:56 PDT)

08/26/2026

Contract Specialist

Date

Michelle Teed

Michelle Teed (Aug 27, 2026 16:03:34 PDT)

08/27/2026

Legal Counsel

Date

Jan Fritz

Jan Fritz (Aug 27, 2026 16:44:35 PDT)

08/27/2026

Chief Administrative Officer

Date



MARION COUNTY FINANCE DEPARTMENT

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

SAR Enterprise, Inc.
DBA: Communications Northwest
624 McLoughlin Blvd.
Oregon City, OR 97045

Purchase Order		
Purchase Order No	Revision	Page
912103	1	1
Ship To:		
MARION COUNTY SHERIFF 100 High st NE EM B311 Salem, OR 97301-3736 United States		
Bill To:		
PO Box 14500 Salem OR 97309-5036 United States		

Customer Acct No	Supplier No 587576	Order Date / Buyer	Revised Date / Buyer
Payment Terms Immediate		Ship Via	F.O.B
Freight Terms		Request Or Deliver To	Confirm To / Telephone ()

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	MCSO Jail Radio System Maintenance Agreement		1			\$93,600.00
2	MCSO Jail Radio System Maintenance Agreement - Amendment #1 ongoing services and equipment replacement		1			\$11,746.70
3	Emergency CIP - Marion County Jail SEL-2488 Satellite-Synchronized Network		1			\$8,730.00
Total						\$114,076.70

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

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20. TERMS: Performance by Contractor under this PO or acceptance of payment by Contractor under this PO constitutes acceptance of these Marion County Terms and Conditions. The terms in this PO take precedence over any other terms.

**SIGNATURE PAGE FOR
JAIL RADIO _ SYSTEM MAINTENANCE AGREEMENT - SO-4828-22 AMD 1
between
MARION COUNTY and SAR ENTERPRISES, INC.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
--------------	------

Authorized Signature: <u><i>Jeremy Landers</i></u> Jeremy Landers (Aug 27, 2026 13:21:16 PDT)	08/27/2026
Department Director or designee	Date

Authorized Signature: <u><i>Jan Fritz</i></u> Jan Fritz (Aug 27, 2026 16:44:35 PDT)	08/27/2026
Chief Administrative Officer	Date

Reviewed by Signature: <u><i>Michelle Teed</i></u> Michelle Teed (Aug 27, 2026 16:03:34 PDT)	08/27/2026
Marion County Legal Counsel	Date

Reviewed by Signature: <u><i>Sandra L. Lisen</i></u>	08/27/2026
Marion County Contracts & Procurement	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/30/2026

Department: Public Works

Title: Amendment 1 to GMP to Contract PW-5864-24 with Slayden Constructors

Management Update/Work Session Date: 9/8/2026 Audio/Visual aids ☐

Time Required: 5 Contact: Shane Ottosen Phone: 503-588-7943

Requested Action: Approve Amendment No. 1 to Construction Manager - General Contractor (CMGC) Contract PW-5569-23 with Slayden Constructors, Inc. for the Brooks-Hopmire Water Improvement Project, increasing the Contract Guaranteed Maximum Price (GMP) by \$158,271.39, from \$9,888,336.24 to \$10,046,607.63.

Issue, Description & Background: In March 2022, the Marion County Board of Commissioners awarded American Rescue Plan Act (ARPA) funding for construction of the Brooks-Hopmire Water Improvement Project. Marion County Public Works is delivering the project on behalf of the Brooks Community Service District under an aggressive funding deadline. CMGC Contract PW-6865-24 was awarded to Slayden Constructors, Inc. with an initial Guaranteed Maximum Price (GMP) of \$9,888,336.24 to construct the project. Amendment 1 to the GMP will authorize Slayden Constructors, Inc to expand the initial water distribution main network original planned for construction by installing water mains on portions of Pueblo Avenue and Riverton Street NE in Brooks, Oregon.

Financial Impacts: GMP Amendment No. 1 increases the contract value by \$158,271.39, from \$9,888,336.24 to \$10,046,607.63. This is a budgeted expense in the current fiscal year.

Impacts to Department & External Agencies: This contract results in no impacts to other County departments.

List of attachments: GMP Amendment No. 1, PW-5864-24

Presenter: Shane Ottosen

Department Head Signature: BNicholas Digitally signed by BNicholas
Date: 2026.09.01 08:22:14 -07'00'

Contract Review Sheet

Public Improvement Agreements

**PW-5864-24 Am1 to
GMP**

Title: **ARPA - CMGC - Brooks-Hopmere Water and Wastewater Improvement Project**

Contractor's Name: **Slayden Constructors, Inc.**

Department: **Public Works Department**

Contact: **Alicia Jones**

Analyst: **Kathleen George**

Phone #: **-4388**

Term - Date From: **Execution**

Expires: **December 31, 2026**

Original Contract Amount: \$ **181,248.00** Previous Amendments Amount: \$ **9,707,088.24**

Current Amendment: \$ **158,271.39** New Contract Total: \$ **10,046,607.63** Amd% **5443%**

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

Source Selection Method: **40-0600 Alternative Contract Methods**

PW1404-23

Description of Services or Grant Award

Construction Manager General Contractor (CM/GC), to engage in the following services: Construction management, constructability review, Value Engineering, CPM scheduling and schedule analysis, construction and construction procurement, bidding and administration of subcontracted work, commissioning and all related CM/GC services related to the Brooks-Hopmere Infrastructure Water Public Improvement. **Early Work Amendment (EWA) No. 1** adds \$581,348.00 to original contract to procure long lead time equipment to include Electrical gear, Backup generator, Jockey Pumps, Duty Pumps, and Vertical Split Case Pumps and to deliver equipment to project location. **EWA No. 2** adds \$151,963.00 to contract for a total of \$914,559.00 for investigatory potholing to identify and verify the location, depth, and type of existing underground utilities along Brooklake Road NE and Udder Way NE to ensure early critical-path construction activities begin without delay. **EWA No. 3** adds \$23,597.00 to contract for a total of \$938,155.00 for vactor truck investigatory potholing services along Brooklake RD NE and Udder Way NE. **EWA No. 4** adds \$961,564.50 to contract for a total of \$1,899,719.50 for supply and installation of steel tank and design of aggregate pier foundation for the steel tank and temporary power for the project site to allow for construction activities to start in September 2025. **EWA No. 5** adds \$1,187,849.50 for a new contract total of \$3,087,569.00 to will allow for the CM/GC contractor to mobilize and start civil work including site access installation, site clearing, structure excavation, footing base rock, under slab piping & concrete. **Guaranteed Maximum Price (GMP)** - adds \$9,888,336.24 to contract for full delivery of the construction project.

Am 1 to the GMP will authorize Slayden Constructors, Inc to install additional water distribution line on portions of Pueblo Avenue, Riverton Street NE, and connecting into the existing mainline in Brooks, Oregon.

Desired BOC Session Date: **9/30/2026**

Contract should be in DocuSign by: **9/9/2026**

Agenda Planning Date: **9/17/2026**

Printed packets due in Finance: **9/15/2026**

Management Update: **9/15/2026**

BOC upload / Board Session email: **9/16/2026**

BOC Session Presenter(s) **Shane Ottosen**

Code: **Y**

REQUIRED APPROVALS

 **09/14/2026**
Finance - Contracts Date

 **09/14/2026**
Contract Specialist Date

 **09/14/2026**
Legal Counsel Date

 **09/14/2026**
Chief Administrative Officer Date

Contract #PW-5864-24

**MARION COUNTY
AMENDMENT NO. 1 to GMP AMENDMENT TO CONTRACT PW-5864-24**

THIS AMENDMENT NO.1 GUARANTEED MAXIMUM PRICE AMENDMENT BETWEEN:

OWNER: Marion County, a political subdivision of the State of Oregon,

And

**CONTRACTOR: Slayden Constructors, Inc.
(also referred to herein as “CM/GC”)**

The Project is: ARPA- CM/GC Brooks- Hopmere Water & Wastewater Improvement Project

Date of Original CM/GC Contract: April 12, 2024

Date of this Amendment: September 30, 2026

This Amendment Number 1 to the Guaranteed Maximum Price (“GMP”) Amendment, dated November 13, 2025, hereby amends the Contract between the Owner and CM/GC as set forth below. Capitalized terms used but not defined herein shall have the meanings given in the Contract Documents. Except as amended herein, CM/GC Contract PW-5864-24 remains in full force and effect.

- 1. GMP Adjustment.** The parties agree that the adjusted Guaranteed Maximum Price (GMP) for the Project is **\$10,046,607.63**, consisting of the Estimated Cost of Work (ECOW), the CM/GC Fee, bonds, insurance and taxes, all stated as fixed dollar lump sum amounts, as follows:

Current GMP:	\$9,888,336.24
Increase under this amendment:	\$158,271.39
Revised GMP:	\$10,046,607.63

- 2. Work Added by Amendment No. 1 to GMP Amendment.** The CM/GC will provide all labor, materials, supervision, coordination, and equipment necessary to complete additional water distribution mainline on portions of Pueblo Avenue, Riverton Street NE, and connecting into the existing mainline in Brooks, Oregon.

Estimated Cost of Work (ECOW)	143,000.00
CM/GC Fee (8.0% of ECOW):	11,440.00
Bonds, Insurances, Builder’s Risk	2,934.36
Oregon CATax	897.03
Amendment 1 to GMP (Total of above	158,271.39

Categories):

For the purpose of determining the GMP, the ECOW includes CM/GC Contingency, allowances and the costs of all components, systems, constructions, management, supervision, labor, equipment, materials, tools, professional and non-professional services, primary quality control inspection and other Work required for a complete and fully functional Project, capable of being legally occupied and fully used for its intended purposes.

- 3. Basis of Amendment No.1 GMP.** The Amendment to GMP is based on CM/GC’s Amendment No.7 proposal dated August 27, 2026 (incorporated by reference).

CM/GC shall perform all Work in conformance with the GMP Supporting Documents as modified by the final, stamped construction plans and specifications, permit terms and conditions and other applicable Contract documents. GMP Supporting Documents incorporated by reference shall have the same force and effect as though physically attached to this GMP Amendment.

- 4. Substantial Completion Date.** November 1, 2026.

5. **Contract Completion Date.** December 30, 2026.
6. **Tax Compliance Certification.** The individual signing on behalf of CM/GC hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of CM/GC, s/he has authority and knowledge regarding CM/GC's payment of taxes, and to the best of her/his knowledge, CM/GC is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 401.792 to 401.816, ORS 320.005 to 320.150 and 403.200 to 403.250, and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620.

(remainder of this page left intentionally blank)

CERTIFICATIONS AND SIGNATURES

SLAYDEN CONSTRUCTORS, INC. (CM/GC)

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

Authorized Representative of CM/GC: _____ Date

Title _____

CCB Registration No.: _____

MARION COUNTY (OWNER)

BOARD OF COMMISSIONERS

Chair _____ Date

Commissioner _____ Date

Commissioner _____ Date

Authorized Signature: Brian Nicholas 09/14/2026
Brian Nicholas (Sep 14, 2026 14:28:17 PDT)
Department Director or designee _____ Date

Authorized Signature: Jan Fritz 09/14/2026
Jan Fritz (Sep 14, 2026 20:01:11 PDT)
Chief Administrative Officer _____ Date

Reviewed by Signature: Andrew Wittendorf 09/14/2026
Marion County Legal Counsel _____ Date

Reviewed by Signature: [Signature] 09/14/2026
Marion County Contracts & Procurement _____ Date

Contract #PW-5864-24

Attachment D.2.i –Cost Summary

Attachment D.2.i - Cost Summary

Brooks Hopmere Water Improvement Project Marion County Pueblo Waterline Extension

Created By: Slayden Constructors, Inc.

Last Revision:

8/27/2026

Based on: Keller Associates 8/10/26 Pueblo Extension Draft Drawings

COST OF WORK			
Description		Value	Notes
	Cost of Work	\$ 343,000	K&E Quote
Subtotal - Cost of Work		\$ 343,000	
OTHER FUNDS			
	CM/GC Contingency Utilized	\$ (200,000)	
Subtotal - Other Funds		\$ (200,000)	
SUBTOTAL w/ OTHER FUNDS		\$ 143,000	
MARKUPS			
	CM/GC Fee	\$ 11,440	8.0%
	Bonds & Insurance	\$ 2,934	1.90%
	OR CATax	\$ 897	0.57%
Subtotal - Other Costs		\$ 15,271	
TOTAL CONSTRUCTION COST		\$ 158,271	

OTHER CONTRACTS			
	Pre-Construction Contract	\$ 181,248.00	
	EWA1 - Pump & Electrical Gear Procurement	\$ 581,348.00	
	EWA2 - Field Investigations	\$ 151,962.00	
	EWA3 - Pothole Vactor Truck	\$ 23,597.00	
	EWA4 - Tank & Deep Foundation Procurement	\$ 961,564.50	
	EWA5 - Early Civil Work	\$ 1,187,849.50	
	GMP - Balance of Work	\$ 6,800,767.24	
Subtotal - Other Contracts		\$ 9,888,336.24	
TOTAL CONTRACT VALUE		\$ 10,046,607.63	

PROPOSAL - BROOKS HOPMERE ADDITIONAL WORK**K&E Excavating, Inc.**

3871 Langley St. SE

Salem, OR 97317

Contact: Zach Toney (503) 507-4546**Phone:** (503) 399-4833**Fax:** (503) 779-1192Quote To:

Slayden

Job Name:

Brooks-Hopmere Water Improvements

Phone:

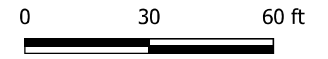
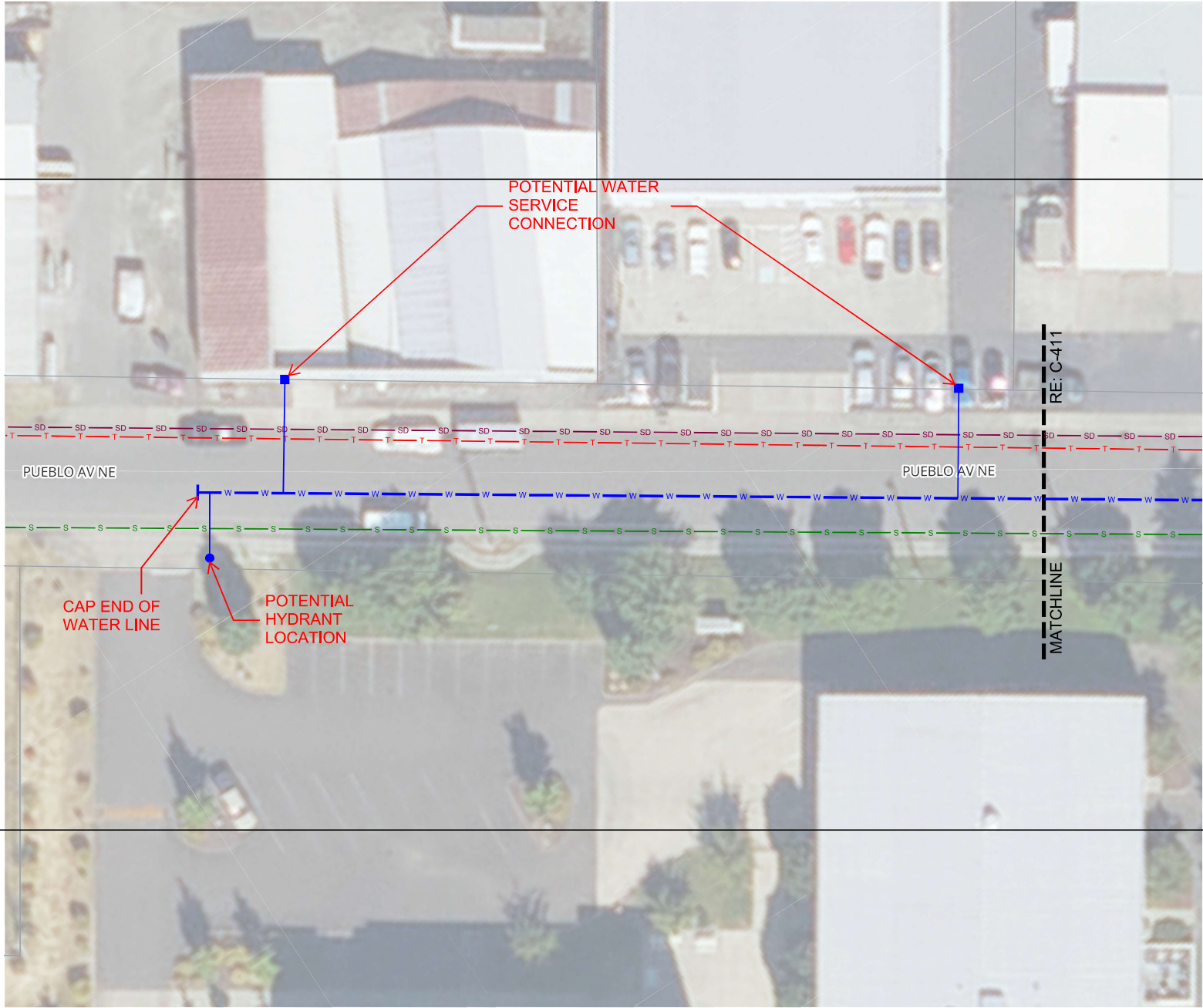
Attn: Erik Brahmer

(503) 949-0740

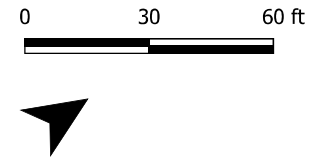
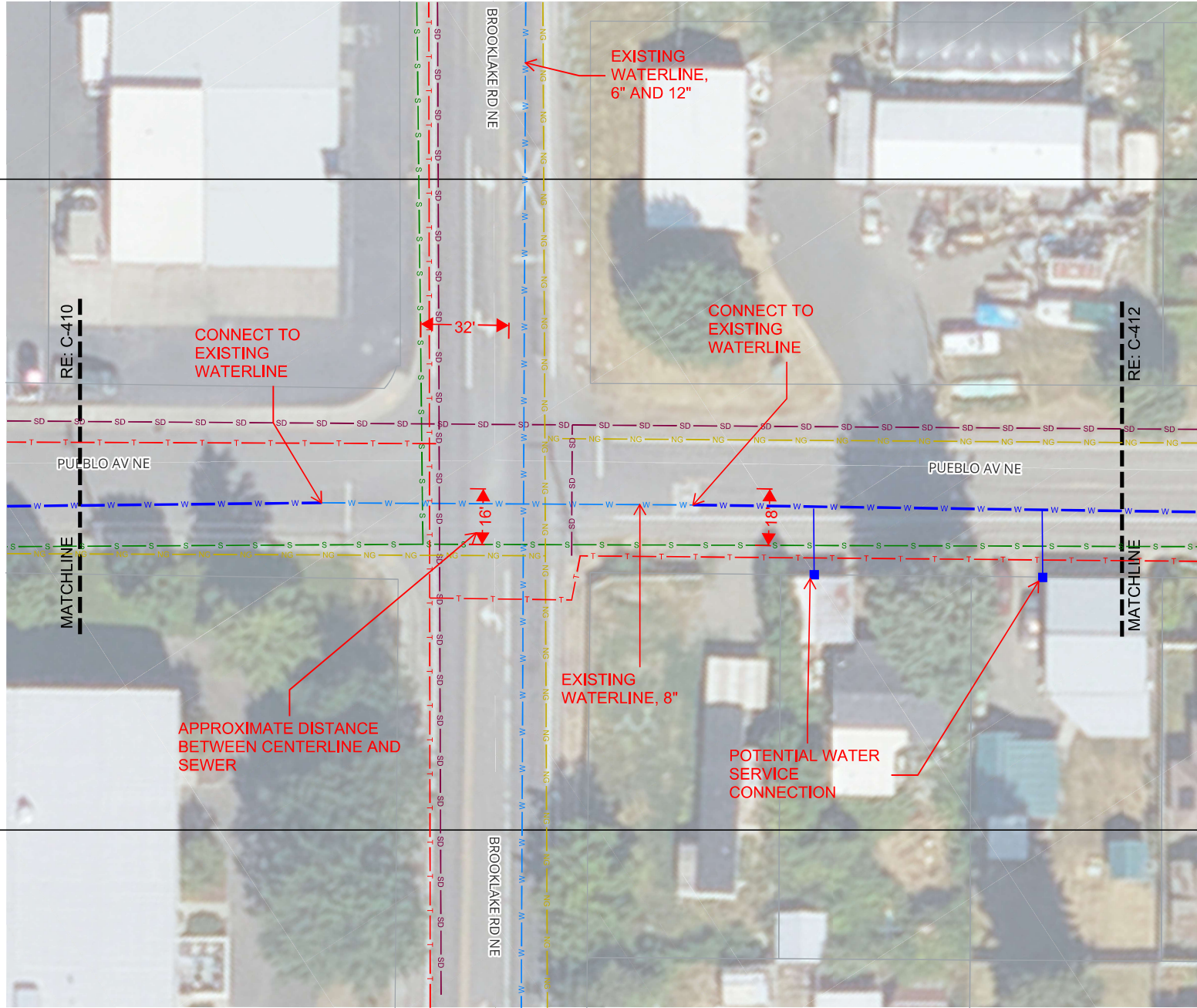
CCB No. 128542

Bid Date: September 24, 2025

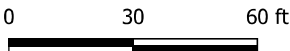
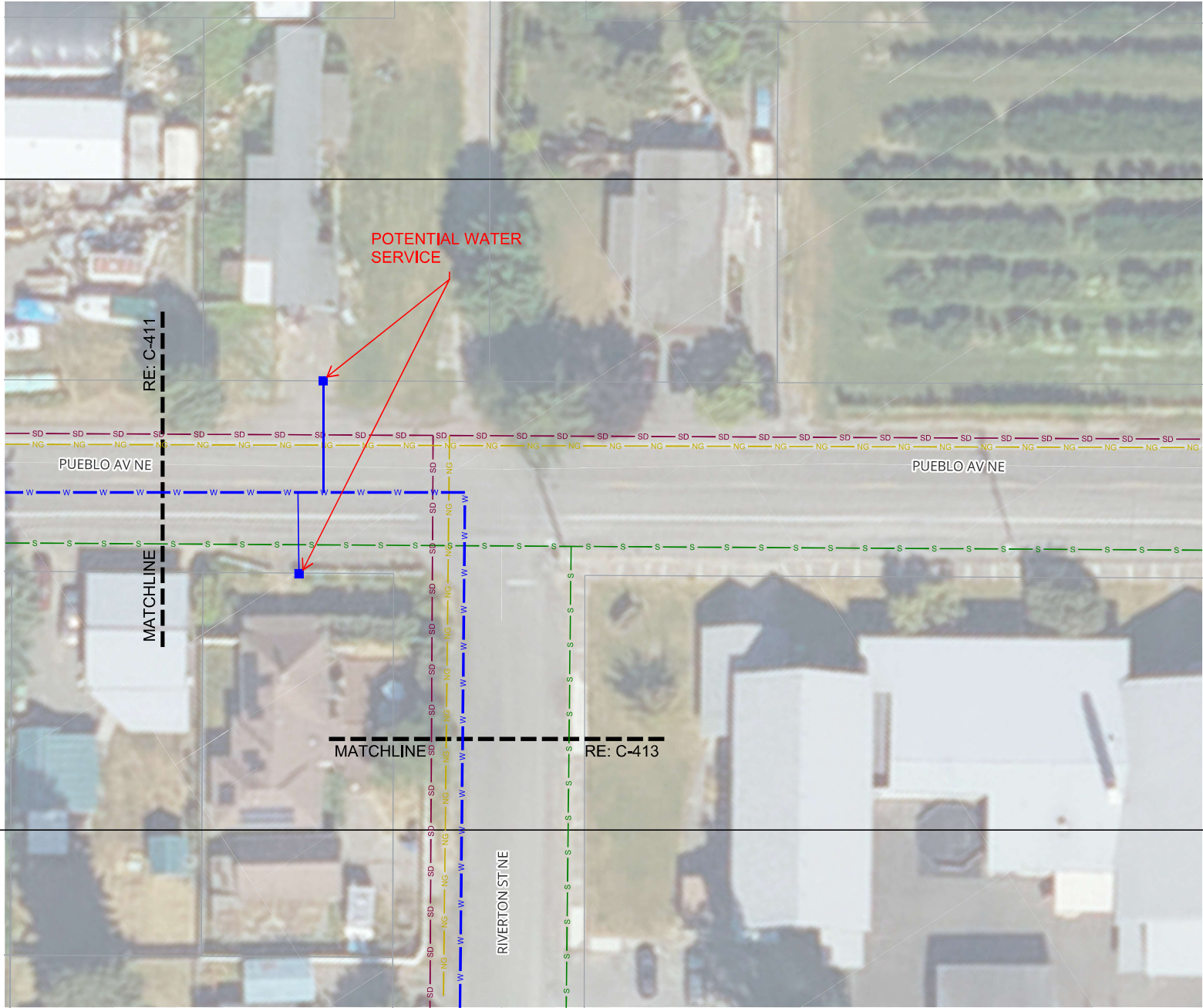
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2	8" W PIPE	1.00	LS	160,000.00	160,000.00
3	6" W PIPE WORK - FIRE HYDRANTS	1.00	LS	29,000.00	29,000.00
4	1" W SERVICE CONNECTIONS INC WATER METER ASSEMBLY	1.00	LS	60,000.00	60,000.00
5	POTHOLING FOR PIPELINE WORK	1.00	LS	6,000.00	6,000.00
6	FINAL RESTORATIONS	1.00	LS	24,000.00	24,000.00
10	TESTING AND DISINFECTION OF NEW PIPING	1.00	LS	4,000.00	4,000.00
	TOTAL BASE BID PRICE				343,000.00
GRAND TOTAL					343,000.00



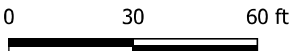
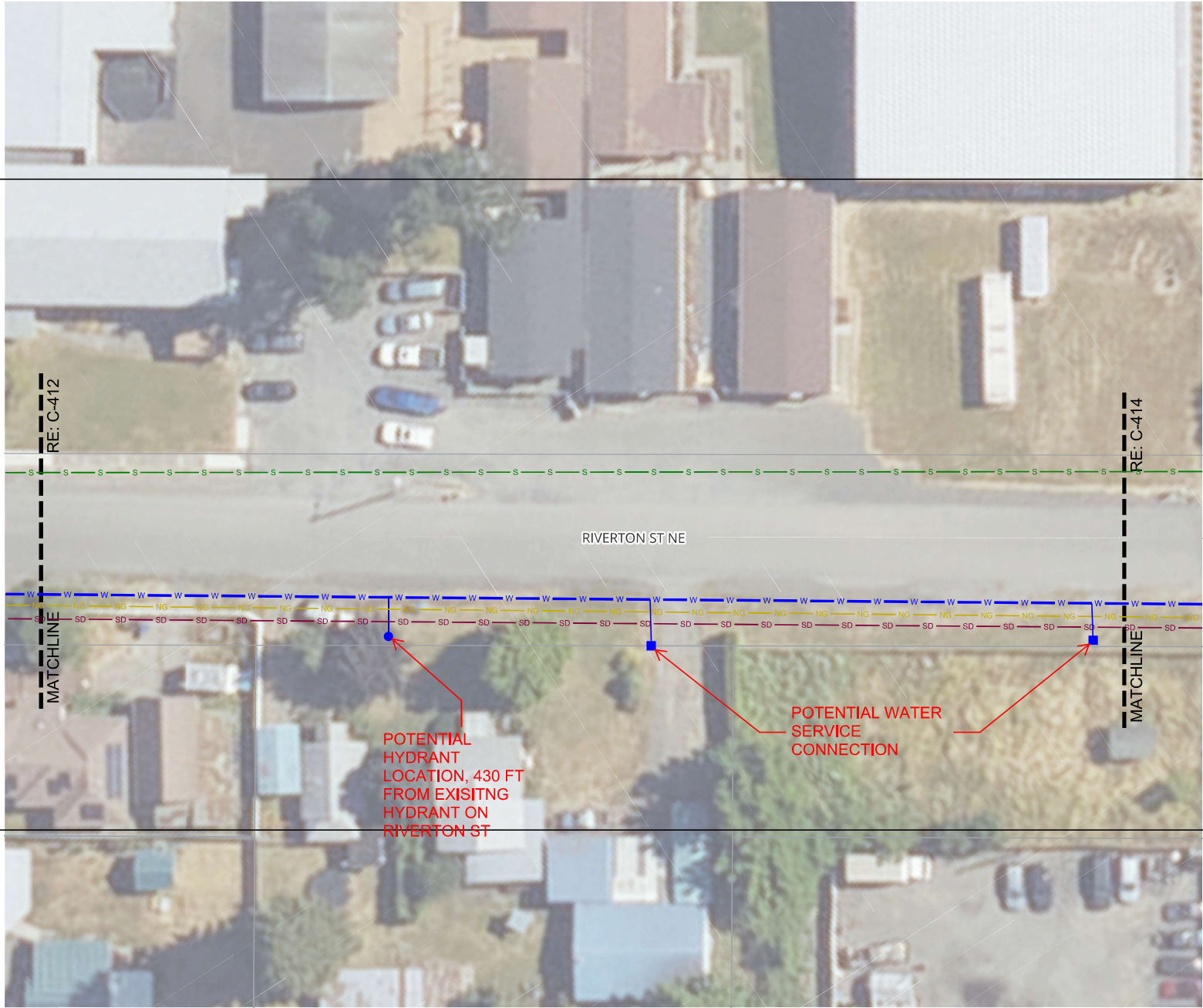
BROOKS WATERLINE EXTENSION
CONCEPT PLAN
WATERLINE ALIGNMENT



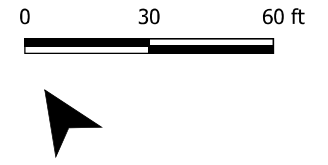
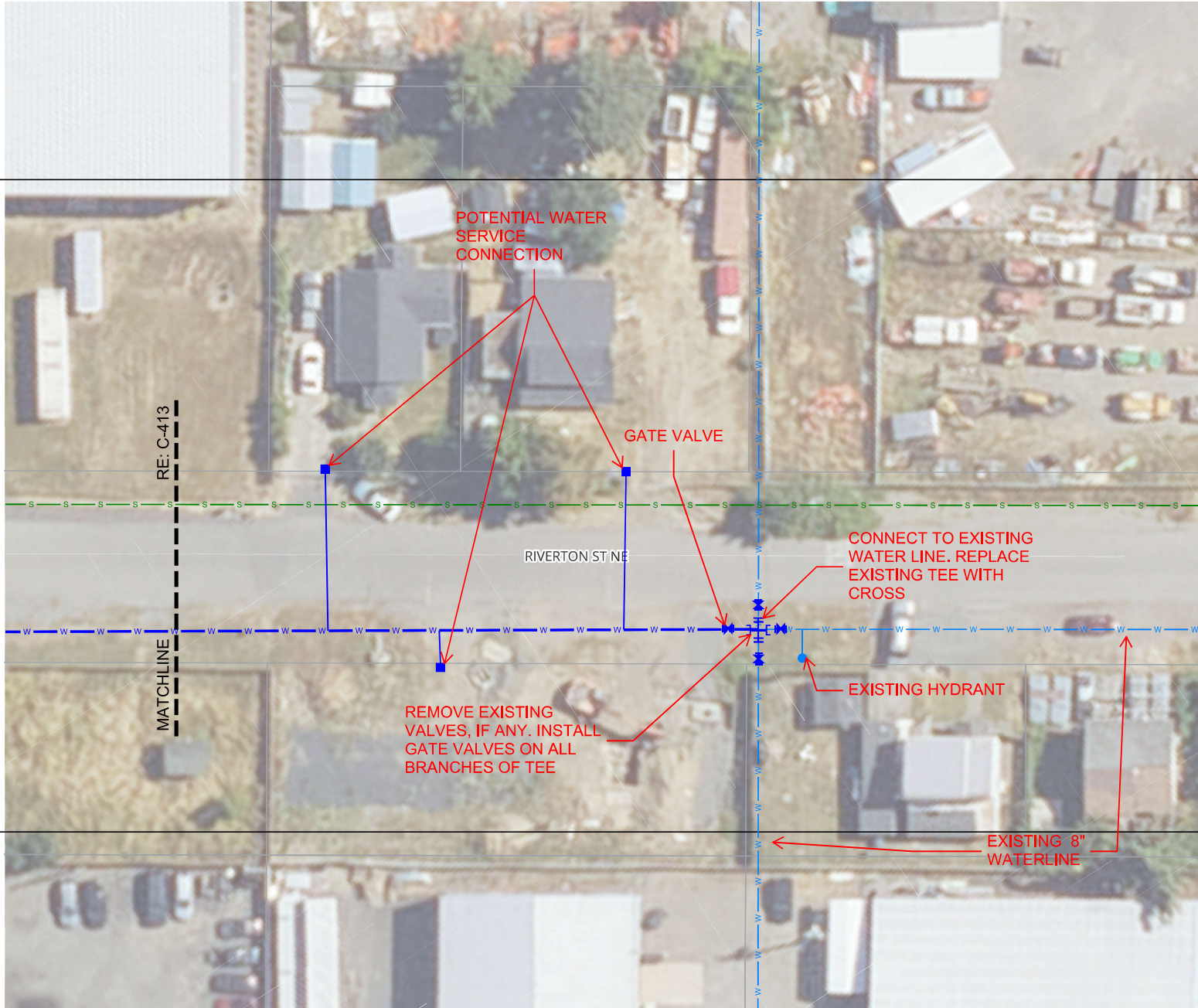
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BROOKS WATERLINE EXTENSION
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CONCEPT PLAN
WATERLINE ALIGNMENT



BROOKS WATERLINE EXTENSION
CONCEPT PLAN
WATERLINE ALIGNMENT



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/23/2026

Department: Community and Economic Development

Title: Subrecipient Crossroads Communities

Management Update/Work Session Date: 9/8/2026 Audio/Visual aids ☐

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

Requested Action: Consider approval of an agreement with the Crossroads Communities for \$121,017 to support additional staffing and associated costs for the purpose of further expansion of Crossroads Communities into Marion County outside the Salem city limits.

Issue, Description & Background: Crossroads provides service connection and assistance to homeless and at-risk populations by identifying needs, working with clients that want to stabilize or improve their life by achieving goals such as becoming housed or getting treatment for substance abuse or mental illness.

Financial Impacts: No significant impact to Marion County as the funds for this grant are provided through CDBG grant to Marion County from the U.S. Department of Housing and Urban Development (HUD).

Impacts to Department & External Agencies: The approval of this agreement will provide funding to help support additional staffing and associated costs for the purpose of further expansion of Crossroads Communities into Marion County outside the Salem city limits.

List of attachments: Agreement CS-7086-26

Presenter: Steve Dickey

Department Head Signature: Kelli Weese
Kelli Weese (Aug 24, 2026 10:11:55 PDT)

Contract Review Sheet

Grant Agreement

CS-7086-26

Title: **CDBG 2026 Subrecipient Agreement - Crossroads Communities**

Contractor's Name: **Crossroads Communities**

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

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

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

Original Contract Amount: \$ **121,017.00** Previous Amendments Amount: \$ **-**

Current Amendment: \$ **-** New Contract Total: \$ **121,017.00** Amd% **0%**

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

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

Description of Services or Grant Award

The funding will support additional staffing and associated costs for the purpose of further expansion of Crossroads Communities into Marion County outside the Salem city limits. Crossroads provides service connection and assistance to homeless and at-risk populations by identifying needs, working with clients that want to stabilize or improve their life by achieving goals such as becoming housed or getting treatment for substance abuse or mental illness.

Desired BOC Session Date: **9/23/2026** Contract should be in DocuSign by: **9/2/2026**

Agenda Planning Date: **9/10/2026** Printed packets due in Finance: **9/8/2026**

Management Update: **9/8/2026** BOC upload / Board Session email: **9/9/2026**

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

REQUIRED APPROVALS

	08/24/2026		08/21/2026
Finance - Contracts	Date	Contract Specialist	Date

 Jennifer Rogers (Sep 1, 2026 14:19:44 PDT)	09/01/2026	 Jan Fritz (Sep 1, 2026 17:00:40 PDT)	09/01/2026
Legal Counsel	Date	Chief Administrative Officer	Date

REQUEST FOR AUTHORIZATION OF CONTRACT CS-7086-26

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

I. **Subject:** Retroactive

The Marion County Community and Economic Development Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Crossroads Communities for CDBG 2026 Subrecipient Agreement - Crossroads Communities with a value of \$121,017.00 and will be effective retroactive to 7/1/2026 upon approval.

A. BACKGROUND

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

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

For the stated reason in section A, Background.

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

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

Submitted by:



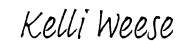
Ashley Jackson
Community and Economic Development
Department

Reviewed by:



Contracts & Procurement

Acknowledged by:



Kelli Weese (Aug 24, 2026 10:11:55 PDT)
Department Head

Acknowledged by:



Jan Fritz (Sep 1, 2026 17:00:40 PDT)
Jan Fritz, CAO

**MARION COUNTY
SUBRECIPIENT AGREEMENT
CS-7086-26**

*2026 Community Development Block Grant
(CDBG) Funds*

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

Recitals

WHEREAS County is the recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD"); and
WHEREAS County has determined that Subrecipient will carry out the activity described in Exhibit A, subject to the terms and conditions of this Agreement; and
WHEREAS County has agreed to provide CDBG funds to Subrecipient in an amount not to exceed \$121,017, subject to the terms of this Agreement.

Agreement

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

1. Incorporation

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

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

2. Term of Agreement

This Agreement is effective on July 1, 2026 and terminates on June 30, 2028, unless earlier terminated or extended in writing. Unless otherwise approved in writing by County, all costs for reimbursement under this Agreement must be incurred on or after the effective date and before the termination date. Final reimbursement requests must be submitted no later than 60 days after termination date. If the funded activity is subject to any continued use, national objective, or period-of-compliance requirement, Subrecipient shall continue to operate or use the assisted activity in accordance with those requirements for the period stated in this Agreement or in the applicable security documents.

3. Work to be Performed

Subrecipient shall perform the work described in Exhibit A, which contains the project scope, budget, and schedule in accordance with the terms and conditions of this Agreement and other applicable law whether or

not described in this Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of the County.

4. Consideration; Reporting

The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of One-hundred Twenty-One thousand and Seventeen dollars \$121,017 (the “Grant”) for eligible program costs and activities as described in Exhibit A and authorized by this agreement. Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A. Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County.

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

5. Funding Appropriation

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

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

6. Requests for Funds

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

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

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

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

7. Supporting Documentation for Reimbursement Requests

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

8. Program Income

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

9. Allowable/Unallowable Costs - Lobbying Activities

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities.

10. Environmental Review

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

11. Civil Rights and Nondiscrimination

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

12. Conflict of Interest

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

13. Debarment and Suspension

Subrecipient shall not make any award, contract, subcontract, or other covered transaction under this Agreement to any person or entity that is suspended, debarred, or otherwise ineligible to participate in Federal assistance programs, where such award is prohibited by applicable law. Subrecipient shall comply

with applicable debarment and suspension requirements and shall require its contractors and subcontractors, as applicable, to do the same.

14. Religious and Political Activities

Subrecipient shall use Grant funds only for eligible activities authorized under this Agreement. Grant funds may not be used for inherently religious activities, such as worship, religious instruction, or proselytization, or for political activities prohibited by applicable law. Subrecipient shall ensure that any religious activities conducted by the organization are offered separately, in time or location, from activities supported with Grant funds and are voluntary for program participants.

15. Federal Reporting Information

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

16. Build America, Buy America

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

17. Subcontractor Agreements

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

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

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

- A. The services that the Subcontractor must provide related to the project.
- B. The laws and regulations with which the Subcontractor must comply under the terms of the Agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).
- C. The Subrecipient's and the County's monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.
- D. A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or of Subrecipient.

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

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

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

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

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

19. Construction-Specific Requirements

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

20. Equal Opportunity in Construction Contracts

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

21. Prevailing Wage / Labor Standards

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

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

- A.** The prevailing wage rate requirements that may apply to the project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (Federal “Davis-Bacon Act”). If applicable, Subrecipient shall:
- 1) Comply with Prevailing Wage Rate, require its Contractors and Subcontractors to pay the applicable Prevailing Wage Rate or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the Prevailing Wage Rate, including on all contracts and subcontracts and in filing separate Public Works Bonds with the Construction Contractors Board;
 - 2) Pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the project; and
 - 3) Unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Subrecipient is a “Public Body” and the project is a “Qualified Project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Subrecipient shall require each Contractor in a contract with an estimated cost of \$200,000 or greater to:
 - a. Enter into a Project Labor Agreement that, at a minimum, provides for payment of wages at or above the Prevailing Wage Rate.
 - b. Employ apprentices to perform 15 percent (15%) of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs.
 - c. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent (15%) of total work hours performed by individuals in one or more of those groups; and
 - d. Require any Subcontractor engaged by the Contractor to abide by the requirements above, if the work to be performed under the Subcontract has an estimated cost of \$200,000 or greater.
- B.** Subrecipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- C.** Pursuant to ORS 279C.817, Subrecipient may request that the Commissioner of BOLI make a determination about whether the project is a public works on which payment of the Prevailing Wage Rate is required under ORS 279C.840

22. Section 3 of the HUD Act of 1968

If Section 3 applies to the Work, Subrecipient shall comply with 24 CFR Part 75 and shall require applicable contractors and subcontractors to comply. Subrecipient shall include required Section 3 provisions in

applicable procurement and contract documents and shall maintain records sufficient to document compliance.

23. Lead-Based Paint

If the Work involves applicable pre-1978 housing or child-occupied facilities, Subrecipient shall comply, and shall require its contractors and subcontractors to comply, with all applicable federal lead-based paint requirements, including evaluation, treatment, notices, clearance, and ongoing maintenance requirements where applicable.

24. Building Codes, Permits, and Standards

Subrecipient shall obtain, and shall require its contractors and subcontractors to obtain, all permits, licenses, inspections, and approvals required for the Work. Subrecipient shall ensure that all work is performed in compliance with applicable federal, state, and local laws, ordinances, codes, and standards.

25. Real Property / Security / Period of Compliance

If real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is no longer used to meet a CDBG national objective for the required period, Subrecipient shall promptly notify County and shall comply with all applicable change-of-use, disposition, and reimbursement requirements under 24 CFR 570.505. County may require Subrecipient to execute and record a promissory note, trust deed, covenant, deed restriction, or other legal instrument, in a form approved by County, to protect County's CDBG investment and to secure compliance with this Agreement. If a period of continued eligible use or national-objective compliance applies, such as no change of use, Subrecipient shall maintain the approved use of the property for the required period and shall not transfer or materially change the use of the property without County's prior written approval. Upon expiration or termination of this Agreement, Subrecipient shall transfer to County any funds on hand, accounts receivable, and assets required to revert under applicable law or this Agreement

26. Equipment and Supplies

If Grant funds are used to acquire equipment or supplies, Subrecipient shall manage, use, safeguard, and dispose of such property in accordance with applicable federal requirements and this Agreement.

Subrecipient shall use equipment and supplies for the authorized purposes of the Work, maintain appropriate property and inventory records, take reasonable measures to protect the property from loss, damage, or theft, and follow County instructions and applicable law regarding disposition when the property is no longer needed for the funded activity.

27. Nonexclusive Remedies Related to Funding

A. Withholding of Grant Funds from Request

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

B. Redistribution or Retention of Funds

If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding and may redistribute such funds to other Subrecipients. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

C. Reservation of Right to Recapture

The County reserves the right to recapture funds from Subrecipient based on misrepresentation, underperformance, non-compliance, unallowable costs, fraud, or any unlawful acts.

28. Reporting

Annual reports will be required and are due by July 30 of each year. The county may also request subrecipient updates at any other point during the year and the Subrecipient must comply within thirty (30) calendar days of the County's request.

29. Monitoring Required

A. County Authorized to Monitor Subrecipient

County may monitor Subrecipient's activities, records, expenditures, performance, and compliance with this Agreement and applicable law. Monitoring may include but is not limited to desk reviews, requests for additional documentation, onsite reviews, and follow-up on audit findings or other deficiencies. Subrecipient shall fully and timely cooperate with County's monitoring and oversight activities and shall require its contractors and subcontractors to do the same. County may require corrective action, impose special conditions, disallow costs, withhold funds, or exercise other remedies under this Agreement in response to noncompliance. County may consider extended periods of inactivity or lack of communication from the subrecipient as a reason for concern and possible remedy action.

B. Subrecipient Noncompliance

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require specific conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

C. Subrecipient Shall Monitor Its Subcontractors

Subrecipient shall monitor any Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this Agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is reasonable to ensure compliance with applicable CDBG program requirements or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

The activities of any Subcontractor shall be monitored to ensure that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

30. Records Maintenance

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

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

31. Records Access

The County, HUD, the Comptroller General of the United States, the State of Oregon, and their duly authorized representatives shall have access to all books, documents, papers, and records including financial statements of Subrecipient that are pertinent to this Agreement for the purpose of audit, examination, excerpts, transcripts, and copies, in accordance with applicable law. Subrecipient shall require its contractors and subcontractors to provide the same access with respect to records relating to the Work.

32. Audits

If Subrecipient expends \$1,000,000 or more in Federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable Federal Regulations, if any.

33. Remedies

A. County Remedies

If County determines that Subrecipient has failed to timely comply with any material obligation under this Agreement, including any County directive or corrective action plan, County may exercise any remedy available under this Agreement, applicable law, or otherwise. Remedies may include, without limitation:

- 1) Terminating this Agreement, in whole or in part;
- 2) Withholding, reducing, or recapturing Grant funds;
- 3) Disallowing costs;
- 4) Suspending or recovering payments;
- 5) Requiring corrective action;
- 6) Bringing an action in an appropriate forum to enforce this Agreement or recover damages, including injunctive relief, specific performance, or other available relief;
- 7) Limiting Subrecipient's eligibility for future County funding, to the extent permitted by law;
- 8) Referring matters involving misstatements, fraud, or other violations to appropriate investigative or enforcement authorities; and
- 9) Requesting audit, investigation, or sanction by other governmental bodies.

B. Nonexclusive Remedies

The rights and remedies of County under this Agreement are cumulative and not exclusive, and County may exercise them successively or concurrently. Except as expressly stated in this Agreement, nothing in this section limits any other rights or remedies available to either party under this Agreement or applicable law.

C. No Waiver; Survival

No failure or delay by County to enforce any provision of this Agreement shall constitute a waiver of that provision or of any other provision. No single or partial exercise of any right, power, or privilege under this Agreement shall preclude any further exercise of that or any other right, power, or privilege. All remedies provided under this Agreement, or otherwise available by law, survive termination of this Agreement.

D. Disallowance of Costs

County is not responsible for, and shall not pay, any cost that County disallows, whether upon review of a Request for Funds or as a result of an audit, review, site visit, or other disallowance action, except for costs incurred by Subrecipient solely as a result of the willful misconduct or gross negligence of County or its officers, employees, or agents. If County disallows a cost after reimbursement has been made, Subrecipient shall repay the disallowed amount to County within the time stated in County's written notice, which shall not exceed thirty (30) days. Subrecipient shall cooperate, and shall require its Subcontractors to cooperate, with County and any appropriate investigative or oversight agency in connection with the review, recovery, or resolution of any disallowed or invalid payment.

34. Termination

A. Termination by County for Immediate Cause

County may terminate this Agreement, in whole or in part, immediately upon written notice to Subrecipient if County determines that Subrecipient has engaged in material misrepresentation, malfeasance, gross negligence, abandonment of performance, or loss of legal authority to perform its obligations under this Agreement, whether directly or through its agents, subcontractors, successors, or assigns.

B. Termination by County for Cause Upon Notice

County may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice if Subrecipient fails to comply with any material obligation under this Agreement or if continuation of this Agreement becomes inappropriate due to an event of default or other cause. Events of default or cause may include, without limitation:

- 1) Failure to timely perform any obligation under this Agreement.
- 2) Failure to timely comply with County directives.
- 3) Improper, illegal, or unauthorized use of Grant funds.
- 4) Denial, suspension, reduction, or elimination of funding for the grant program.
- 5) Change in federal or state law, regulation, guidance, interpretation, appropriation, limitation, or expenditure authority that prevents County from funding or continuing the Work.
- 6) Denial, suspension, revocation, limitation, or nonrenewal of any license, certification, or legal authority required for performance of the Work.
- 7) Insolvency, bankruptcy, assignment for the benefit of creditors, receivership, or similar financial distress affecting Subrecipient; or
- 8) Suspension, debarment, proposed debarment, declared ineligibility, or voluntary exclusion of Subrecipient or its principals, officers, or agents from participation in federal, state, or local agreements or contracts.

C. Termination by Subrecipient

Subrecipient may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice to County if:

- 1) County unreasonably fails to provide funding required under this Agreement and does not cure that failure within the notice period; or
- 2) County issues a material directive that is contrary to applicable federal or state law, regulation, or funding requirements and does not withdraw or correct that directive within the notice period after receiving written notice from Subrecipient.

D. Restrictions Pending Termination

After notice of termination is issued and before the effective date of termination, County may require Subrecipient to obtain County's prior written approval before incurring any additional cost or obligation for which reimbursement may be sought under this Agreement.

E. Effect of Termination

Termination of this Agreement does not relieve either party of liability for breach occurring before the effective date of termination. County may withhold reimbursement otherwise due to Subrecipient to offset damages, disallowed costs, or other amounts owed to County, to the extent permitted by law.

F. Return of Funds, Property, and Records

Upon termination, Subrecipient shall promptly return to County any unexpended funds, accounts receivable attributable to Grant funds, property, and any finished or unfinished documents, data, reports, studies, or other materials prepared or acquired under this Agreement, as requested by County. Unless County approves a different deadline in writing, Subrecipient shall do so within sixty (60) days after the effective date of termination.

35. Closeout

Upon expiration or termination of this Agreement, Subrecipient shall transfer to County any CDBG funds on hand, any accounts receivable attributable to the use of CDBG funds, and any other assets required to revert under applicable law or this Agreement.

36. Insurance

Subrecipient shall obtain and maintain the insurance coverage required by this Section for the term of this Agreement and for any additional period stated below. Except as approved in writing by County, all required insurance shall be primary and non-contributory to any insurance or self-insurance maintained by County.

Insurance Required for All Subrecipients:

- A. Commercial General Liability Insurance.** Subrecipient shall maintain Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per project for bodily injury, property damage, personal injury, and advertising injury. Such insurance shall include coverage for premises and operations, products and completed operations, and contractual liability sufficient to support the indemnity obligations of this Agreement.

Marion County, its officers, agents, employees, and elected officials shall be named as additional insureds with respect to liability arising out of or related to Subrecipient's performance under this Agreement, to the extent such status is available by endorsement or under the policy.

- B. Automobile Liability Insurance.** Subrecipient shall maintain Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage, covering owned, hired, and non-owned vehicles used in connection with Subrecipient's performance under this Agreement.

Marion County, its officers, agents, employees, and elected officials shall be named as additional insureds, if available, with respect to liability arising out of or related to Subrecipient's performance under this Agreement.

- C. **Workers' Compensation Insurance.** Subrecipient shall comply with ORS 656.017 and all other applicable provisions of Oregon law requiring workers' compensation coverage for all subject workers. Subrecipient shall maintain Workers' Compensation Insurance as required by Oregon law with limits of not less than \$500,000 each accident. No Workers' Compensation Insurance has been or will be obtained by Marion County for Subrecipient or for any of Subrecipient's employees, agents, or subcontractors.

Oregon does not apply additional insured treatment to Workers' Compensation coverage.

Insurance Required for Certain Subrecipients

Required if marked.

- D. **Abuse and Molestation Liability Insurance.** If required, Subrecipient shall maintain Abuse and Molestation Liability Insurance, either as part of its Commercial General Liability Insurance or as separate coverage, in a form satisfactory to County. Such coverage shall apply to damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, and negligent hiring, supervision, investigation, reporting, or retention of persons for whom Subrecipient is responsible, including employees and volunteers. Coverage shall be written on an occurrence basis with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

☒ **Required by County**

- E. **Professional Liability/Errors and Omissions Insurance.** If required, Subrecipient shall maintain a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 annual aggregate. IF this policy is a "claims made" type policy, the policy type and company shall be approved by Marion County prior to commencement of the work.

If Professional Liability / Errors and Omissions insurance is required and is written on a claims-made basis, Subrecipient shall maintain continuous claims-made coverage, or obtain extended reporting coverage, for not less than thirty-six (36) months after completion of the Work. The retroactive date shall be no later than the effective date of this Agreement.

☐ **Required by County**

- G. **Bonding/Crime Coverage.** Subrecipient shall ensure that each director, officer, or employee authorized to receive, deposit, disburse, or otherwise handle project funds is bonded or covered by a Commercial Crime policy protecting against loss. The coverage amount shall be not less than \$100,000 or the total amount received under this Agreement, whichever is greater, unless County approves otherwise in writing. Upon request, Subrecipient shall provide County with evidence of such coverage.

☒ **Required by County**

- F. **Flood Plain Insurance.** If the Work involves construction or rehabilitation of a structure located in a Special Flood Hazard Area, flood insurance shall be required to the extent required by applicable law or County.

☐ **Required by County**

- G. **Builders Risk Insurance.** In addition to the requirements above, if this Agreement is for a capital project, the following will also be required. During the term of this Agreement, for new construction or reconstruction following casualty, the Subrecipient shall or shall require the owner to maintain in force, at its own expense, Builders Risk Insurance on an all-risk form, including earthquake and flood, for an

amount equal to the full amount of this Agreement. Such insurance shall be maintained until the facility has reached substantial completion.

☐ **Required by County**

Required Components of All Insurance Under This Agreement

- H. Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the Certificate of Insurance, and no deductible or retention may exceed \$25,000 without the prior written consent of the County.
- I. Additional Insureds.** The County, its officers, employees, agents, and elected officials, while acting within the scope of their duties, shall be named as additional insureds on all insurance required under this Agreement other than Workers' Compensation and Professional Liability coverage
- J. Proof of Insurance.** The Subrecipient shall deliver to the County, prior to the commencement of the work, a Certificate of Insurance evidencing all policies required by this Agreement including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s).
- K. Notice of Cancellation, Nonrenewal, or Material Change.** Subrecipient shall promptly notify County, and in no event later than two (2) business days after Subrecipient becomes aware, of any cancellation, nonrenewal, lapse, or substantive reduction or material change in any insurance policy or endorsement required by this Agreement. If required by County, the applicable policy shall also provide that County will receive not less than sixty (60) days' prior written notice of cancellation, nonrenewal, or material reduction in coverage, to the extent such notice is available by endorsement.
- L. Contractor and Subcontractor Insurance.** Subrecipient shall require its contractors and subcontractors to maintain insurance appropriate to the work they perform and in amounts satisfactory to County, unless County approves otherwise in writing.
- M. Self-Insurance.** If the Subrecipient is self-insured, for any of its insurance requirements herein, it shall submit satisfactory evidence to the County of the terms and conditions of its own insurance coverage. A Certification of Self-Insurance shall constitute compliance with the section.
- N. Acceptability of Insurers.** All insurance required pursuant to this section shall be issued by an insurance company or companies doing business in the State of Oregon. Insurance is to be placed with a carrier(s) having a Best's rating of no less than A: VII. Any exception must be approved by the County.
- O. Maintenance of Insurance.** At its sole cost and expense, the Subrecipient shall or shall require Owner to keep the building and all other improvements on the premises insured throughout the term of this Agreement and the Trust Deed required therein, against loss or damage by fire and such other risks, including earthquake and flood, written on an "All Risk" form on a replacement cost basis, including coverage for loss or damage due to leakage of sprinkler systems and coverage for loss or damage due to explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus.
- P. Sole Responsibility for Coverage.** Insurance coverage, whether obtained by purchase or through self-insurance, for Subrecipient's agents, employees, officers, volunteers, contractors, and subcontractors shall be the sole responsibility of Subrecipient.

37. Indemnity

Subrecipient shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, resulting from, arising out of, or relating to the activities of Subrecipient or its officers, employees, Subcontractors, or agents under this Agreement.

Subrecipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

38. Liability for Breach of Grant Conditions

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

39. Subrecipient Status

Subrecipient shall perform all work under this Agreement as an Independent Contractor. Subrecipient is not an officer, employee, or agent of the County, with respect to work performed under this Agreement. Subrecipient certifies that it is not employed by or contracting with the Federal Government for the work covered by this Agreement.

40. Confidentiality

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

41. Dual Payment

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

42. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, or other written instrument, to Subrecipient or the County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this

Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by email shall be deemed to be given when receipt of the transmission is generated by the sender. Any communication or notice by personal delivery shall be deemed to be given when delivered.

County Contact Person:

Steve Dickey CDBG/HOME Program Manager
Community and Economic Development Department
Contact Telephone Number: 503- 373-4334
E-Mail: sdickey@co.marion.or.us
Mailing Address: PO Box 14500 Salem, OR 97309

Subrecipient Contact Person

Michael Couch, Executive Director
Crossroads Communities
Contact Telephone Number: 541-220-0049
Contact Email: michael.couch@crossroadsc.org
Contact Mailing Address: 142 W Grant St Lebanon, OR 97355

43. Governing Law; Venue; Consent to Jurisdiction

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

44. No Third-Party Beneficiaries

The County and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

45. Amendments

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

46. Merger Clause

This Agreement and attached exhibits constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

47. Captions

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

48. Severability

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

49. Execution and Counterparts

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

50. Time is of the Essence

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

51. No Limitations on Actions of The County in Exercise of Its Governmental Powers

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

52. Certifications and Signature of Subrecipient's Authorized Representative

The undersigned certifies, under penalty of perjury and on behalf of Subrecipient, that:

- A. The undersigned is duly authorized to execute this Agreement and to make the certifications contained in this Agreement on behalf of Subrecipient.
- B. To the best of the undersigned's knowledge, Subrecipient is not in violation of any applicable Oregon tax laws.
- C. To the best of the undersigned's knowledge, Subrecipient has not discriminated and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
- D. Subrecipient has adopted and maintains a formal nondiscrimination policy applicable to employment.
- E. To the best of the undersigned's knowledge, after due inquiry, Subrecipient has no actual, apparent, or potential conflict of interest prohibited by applicable law in connection with this Agreement or the activities funded under it.
- F. Subrecipient has adopted and will maintain written standards of conduct addressing conflicts of interest in the administration of this Agreement.
- G. Subrecipient is bound by and shall comply with all requirements, terms, and conditions contained in this Agreement.

SIGNATURE PAGE

SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBRECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY AND SUBRECIPIENT FURTHER ACKNOWLEDGE THAT EACH IS SUBJECT TO APPLICABLE CONFLICT-OF-INTEREST REQUIREMENTS IN CONNECTION WITH THIS AGREEMENT AND SHALL PROMPTLY DISCLOSE ANY ACTUAL, APPARENT, OR POTENTIAL CONFLICT OF INTEREST TO THE OTHER PARTY.

MARION COUNTY SIGNATURES BOARD OF COMMISSIONERS:

Chair		Date
Commissioner		Date
Commissioner		Date
Authorized Signature:	<u><i>Kelli Weese</i></u> Kelli Weese (Aug 24, 2026 10:11:55 PDT)	<u>08/24/2026</u>
	Community & Economic Development Director	Date
Authorized Signature:	<u><i>Jan Fritz</i></u> Jan Fritz (Sep 1, 2026 17:00:40 PDT)	<u>09/01/2026</u>
	Chief Administrative Officer	Date
Reviewed by Signature:	<u><i>Jennifer Rogers</i></u> Jennifer Rogers (Sep 1, 2026 14:19:44 PDT)	<u>09/01/2026</u>
	Marion County Legal Counsel	Date
Reviewed by Signature:	<u><i>[Signature]</i></u>	<u>08/24/2026</u>
	Marion County Contracts & Procurement	Date

Crossroads Communities:

Authorized Signature: _____
Date

Title: _____

EXHIBIT A

Scope of Work, Budget, and Project Schedule

This Exhibit A is incorporated into and made part of the Subrecipient Agreement for the use of Marion County Community Development Block Grant (CDBG) funds.

1. Project Information

Subrecipient:	Crossroads Communities
Project Name:	Marion County Expansion
CDBG Award Amount:	\$121,017
Agreement Period:	07/01/2026-06/30/2028
County Contact:	Steve Dickey, CDBG/HOME Program Manager
Subrecipient Contact:	Michael Couch, Exec Dir; michael.couch@crossroadsc.org

2. Scope of Work

National Objective: ☒ Benefit for LMI Persons or ☐ Eliminate Slum/Blight, or ☐ Urgent Need.
Project Description: The funding will support additional staffing and associated costs for the purpose of further expansion of Crossroads Communities into Marion County outside the Salem city limits. Crossroads provides service connection and assistance to homeless and at-risk populations by identifying needs, working with clients that want to stabilize or improve their life by achieving goals such as becoming housed or getting treatment for substance abuse or mental illness.
Service Area / Project Location: The office address is 11656 Sublimity Rd SE, Sublimity, OR providing services primarily to rural east Marion County residents

3. Budget

CDBG funds in the award amount shown above shall be used only for eligible costs necessary to complete the approved scope of work. ***Eligible expenses may include the following:*** personnel costs, materials and supplies, supportive service costs, educational materials.

4. Project Schedule

Project / Activity Start Date	07/01/2026
Key Milestone: Additional staff hired/trained	09/01/2026
Key Milestone: Outreach/program roll out	10/01/2026
Agreement End Date	06/30/2028
Final Reimbursement Request / Final Report Due	No later than 60 days after all project work is complete or agreement end date, whichever is first.

5. Changes

Any material change to the scope of work, budget, project location, beneficiaries, deliverables, or project schedule must receive prior written approval from Marion County. Approved changes may require an amendment to the Agreement.

Exhibit B
Federal Award Information

Federal Award Identification	
Subrecipient Name:	CROSSROADS COMMUNITIES
Unique Entity ID#:	
Federal Award Identification Number (FAIN):	
Federal Award Date:	12/5/2025
Subaward Period of Performance (Start & End Date):	7/1/2026-6/30/2028
Subaward Budget (Start & End Date)	7/1/2026-6/30/2028
Federal Funding Obligation	
Total Amount of Federal Funds Obligated by this Agreement:	\$121,017.00
1)	
2)	
3)	\$121,017.00
Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	\$121,017.00
Total Amount of this Federal Award committed to Subrecipient	\$121,017.00
Federal Award Project Description:	
Identify the following:	
a) Federal awarding agency	US Dept of Housing and Urban Development
b) Pass-Through Entity,	Marion County
c) Contact info for awarding official:	Jan Fritz, CAO: jfritz@co.marion.or.us
Identify Program Information	
a) Assistance Listing Number:	14.218
b) Program Name:	Community Development Block Grant (CDBG)
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	
Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	
Additional Requirements or Comments (if any)	
<i>Identify in this section additional conditions concerning closeout of award or required financial/performance reports or any other comments regarding the federal award. If no additional information is necessary, please delete this section or mark NIA.</i>	

Exhibit C

General Federal Requirements Applicable to CDBG Activities

The requirements below apply to the Subrecipient and, where indicated, must be included as enforceable provision in each applicable contract, subcontract, purchase order, or other procurement agreement funded in whole or in part with CDBG funds.

Each subrecipient is responsible for determining which requirements apply to its project or program and for ensuring compliance. Some requirements apply only to certain activities, such as construction, rehabilitation, acquisition, relocation, or housing-related activities. These requirements should be reviewed early in project planning and, where applicable, with contractors, consultants, property owners, and program staff. 2 CFR Part 200 and 24 CFR Part 570 provide the basis for CDBG requirements.

Civil Rights and Nondiscrimination

Subrecipients must comply with applicable civil rights and nondiscrimination requirements. No person may be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination under a CDBG-assisted activity on a prohibited basis. Depending on the activity, applicable authorities may include Section 109 of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and Title IX where applicable. For further information, see 24 CFR Part 6, 24 CFR Part 8, and 24 CFR Part 146.

Environmental Review

Subrecipients must not commit or expend CDBG funds, non-HUD funds, or undertake any choice-limiting action on a project until the required environmental review is completed and the activity is authorized to proceed. All environmental conditions and mitigation measures imposed on the activity must be followed. For further information, see 24 CFR Part 58 and 24 CFR 570.604.

Procurement and Contract Requirements

Subrecipients must maintain and follow written procurement procedures consistent with applicable federal, state, and local requirements. Contracts funded with CDBG must include the clauses required by federal law when applicable. For further information, see 2 CFR 200.317 through 200.327 and Appendix II to 2 CFR Part 200.

Termination for Cause and Convenience

Contracts exceeding \$10,000 must include provisions allowing the Subrecipient to terminate the contract for cause and for convenience. The contract must describe how termination will be carried out and the basis for any settlement, including payment for acceptable work completed before termination. For further information, see Appendix II to 2 CFR Part 200.

Labor Standards

When required by the nature of the activity and applicable law, subrecipients must comply, and must require contractors and subcontractors to comply, with applicable federal labor standards. These may include the Davis-Bacon Act, Copeland Anti-Kickback Act, and Contract Work Hours and Safety Standards Act. Applicable wage determinations and required federal labor clauses must be included in solicitations, contracts, and lower-tier agreements.

For contracts exceeding \$100,000 that involve laborers or mechanics, covered workers must be paid at least one and one-half times their basic rate of pay for hours worked over 40 in a workweek. For applicable construction work, workers may not be required to work under conditions that are unsanitary,

hazardous, or dangerous. For further information, see 24 CFR 570.603, 40 U.S.C. §§ 3701–3708, and 29 CFR Parts 1, 3, and 5.

Acquisition, Relocation, and Displacement

If a project involves acquisition, relocation, demolition, or displacement, the subrecipient must comply with all applicable notice, advisory, payment, and recordkeeping requirements. For further information, see the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974, as applicable.

Lead-Based Paint

For applicable pre-1978 housing and child-occupied facilities, subrecipients must comply with federal lead-based paint requirements, including evaluation, treatment, clearance, notices, and ongoing maintenance requirements where applicable. For further information, see 24 CFR Part 35.

Debarment and Suspension

Subrecipients must not enter into contracts or other covered transactions with parties that are suspended, debarred, or otherwise excluded from participation in federal programs where federal requirements prohibit such awards. For further information, see 2 CFR Part 180 and 2 CFR Part 2424.

Conflict of Interest

Subrecipients must comply with applicable CDBG conflict-of-interest requirements and any additional County conflict-of-interest policies and disclosure requirements. Potential conflicts should be identified and addressed before funds are committed or activities proceed. For further information, see 24 CFR 570.611.

Property, Equipment, and Supplies

Real property, equipment, supplies, and other assets acquired or used under the subaward must be managed, used, and disposed of in accordance with applicable federal requirements and the agreement. For further information, see 2 CFR Part 200, Subpart D, and 24 CFR 570.505, when applicable.

Program Income

If the funded activity generates program income, the agreement must specify whether the subrecipient may retain it or must return it to the County, and how it may be used. For further information, see 24 CFR 570.504(c).

Religious and Political Activities

CDBG funds may not be used for activities that are prohibited by federal law, including certain religious or political activities. Subrecipients are responsible for ensuring that CDBG-assisted activities remain eligible and compliant. For further information, see 24 CFR Part 570 and other applicable federal requirements.

Whistleblower Protections

Subrecipients and, where applicable, their contractors and subcontractors must comply with federal whistleblower protections. For further information, see 41 U.S.C. 4712 and 2 CFR 200.217.

Rights to Inventions

If the Project involves experimental, developmental, or research work and the federal award meets the definition of a “funding agreement” under 37 CFR § 401.2, the Subrecipient shall comply with 37 CFR Part 401 regarding rights to inventions. The Subrecipient shall not enter into any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work without prior County review.

Clean Air Act and Federal Water Pollution Control Act

For contracts, subcontracts, and subgrants exceeding \$150,000, the Subrecipient shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). The Subrecipient shall report any violation to the County, the federal awarding agency, and the appropriate Regional Office of the Environmental Protection Agency, as required.

Byrd Anti-Lobbying Amendment

For awards, contracts, subcontracts, or other covered transactions exceeding \$100,000, the Subrecipient shall comply with the Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352. The Subrecipient certifies that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence any federal officer, employee, member of Congress, or employee of a member of Congress in connection with obtaining any federal contract, grant, or other covered award. The Subrecipient shall obtain and retain required lobbying certifications and disclosures from lower-tier parties when applicable.

Procurement of Recovered Materials

The Subrecipient shall comply with applicable recovered materials procurement requirements, including 2 CFR § 200.323, when purchasing items designated by the Environmental Protection Agency. The Subrecipient shall include recovered materials requirements in applicable procurements and contracts.

Prohibited Telecommunications and Video Surveillance Equipment or Services

The Subrecipient shall not obligate or expend CDBG funds to procure, obtain, extend, or renew a contract for covered telecommunications equipment, video surveillance equipment, services, or systems prohibited by 2 CFR § 200.216. The Subrecipient shall include this prohibition in applicable lower-tier agreements.

Domestic Preference and Build America, Buy America

The Subrecipient shall, to the greatest extent practicable and consistent with law, provide a preference for goods, products, and materials produced in the United States as required by 2 CFR § 200.322. For infrastructure projects subject to the Build America, Buy America Act, the Subrecipient shall comply with applicable domestic content procurement preference requirements unless an exception or waiver applies. The Subrecipient shall include applicable domestic preference and Build America, Buy America requirements in solicitations, contracts, subcontracts, and purchase orders.

Additional Activity-Specific Requirements

Additional requirements may apply depending on the nature of the activity, including fair housing and accessibility requirements, flood insurance requirements, and other special conditions included in this Agreement or its exhibits.

Exhibit D

Security and Period of Compliance Requirements for Projects Receiving CDBG Funding

This exhibit provides a brief summary of security and period-of-compliance requirements that may apply when CDBG funds are used for acquisition, construction, rehabilitation, or improvement of real property or facilities. It is intended as a practical guide for subrecipients and does not replace the Agreement, promissory note, trust deed, covenant, or other legal documents required by the County.

Each subrecipient is responsible for determining, with the County, whether a promissory note, trust deed, covenant, deed restriction, or other legal instrument is required for the funded activity. These requirements should be reviewed early in project planning and before project completion. For further information regarding security and period of compliance requirements, see 24 CFR 570.503 and 24 CFR 570.505

Security Documents

When required by the Agreement or by the County, the subrecipient must execute a promissory note, trust deed, covenant, deed restriction, or other legal instrument in a form approved by the County to protect the County's CDBG investment and to secure continued compliance with applicable CDBG requirements.

Recording and Supporting Documentation

If required by the County, the subrecipient must provide the documents needed for preparation, execution, and recording of the required security instrument, including evidence of ownership and legal property description, as applicable. County may require execution and recording before reimbursement, project completion, or closeout.

Period of Compliance

When a funded activity involves real property or improvements with more than \$25,000 of CDBG funds, the property or facility must continue to be used for an eligible purpose and to meet an applicable CDBG national objective for at least five years after expiration of the agreement.

Change in Use or Transfer

During any required period of compliance, the subrecipient must not transfer, sell, lease, encumber, or materially change the use of the assisted property without prior written approval from the County, if required by the Agreement or security documents. Additional repayment, recapture, or corrective action requirements may apply if the property is no longer used for the approved purpose.

Default, Repayment, and Recapture

If the subrecipient fails to comply with the Agreement, the required use restrictions, or the recorded security documents, the County may require repayment, recapture, or other remedies as provided in the Agreement and the applicable loan or security documents.

Release of County Interest

At the end of the required compliance period, and upon satisfaction of all applicable conditions, the County may release or reconvey its interest in the property in accordance with the recorded documents and applicable law.

Exhibit E

Fair Housing and Accessibility Requirements for Projects Receiving CDBG Funding

This exhibit provides a brief summary of the fair housing and accessibility requirements that may apply to CDBG-funded activities. It is intended as a practical guide for subrecipients and does not replace the statutes, regulations, or technical standards cited below.

Each subrecipient is responsible for determining which requirements apply to its project or program and for ensuring compliance. These requirements should be reviewed early in project planning, including with architects, engineers, property owners, contractors, and program staff, as applicable.

Federal and state accessibility and fair housing requirements may apply to both the physical project and the way a program or service is operated, including communication methods and standards.

Architectural Barriers Act

The Architectural Barriers Act applies to certain buildings and facilities that are designed, constructed, altered, or leased with federal involvement. For CDBG-funded activities, the ABA may apply to covered buildings or facilities that are financed in whole or in part with federal funds. For further information, see 24 CFR Part 40, 41. Additional Oregon statutes may also apply and can be found in ORS Chapters 447 and 456.

Americans with Disabilities Act (ADA)

The ADA prohibits discrimination on the basis of disability in employment, public services, and public accommodations. Depending on the activity, the ADA may apply to the operation of a facility, program accessibility, communication methods, and removal of barriers in existing facilities where required by law. For further information, see 28 CFR Parts 35 and 36.

Section 504

This portion of the Rehabilitation Act applies to programs, services, and activities receiving HUD financial assistance. Subrecipients must ensure that qualified individuals with disabilities are not excluded from participation, denied benefits, or subjected to discrimination because of disability. For further information, see 24 CFR Part 8.

Fair Housing Act

The Fair Housing Act prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and disability. Oregon law adds additional protected classifications including: source of income, marital status, sexual orientation, gender identity and status as a victim of domestic violence. The Fair Housing Act also includes design and construction requirements for covered multifamily housing. For further information regarding federal requirements, see 24 CFR Part 100, and HUD Fair Housing Accessibility guidance. Further information regarding Oregon fair housing can be found in ORS Chapter 659A.

Exhibit F

Section 3 of the Housing and Urban Development Act of 1968 Requirements (Applicable only when required by the funded activity)

This exhibit provides a brief summary of Section 3 requirements that may apply to CDBG-funded projects. It is intended as a practical guide for subrecipients and does not replace the statutes, regulations, or technical guidance cited below.

Section 3 is intended to ensure that employment, training, contracting, and other economic opportunities generated by certain HUD financial assistance are directed, to the greatest extent feasible, to low- and very low-income persons, especially recipients of government assistance for housing and residents of the community where the funds are spent.

Applicability

For housing and community development financial assistance, Section 3 generally applies to housing rehabilitation, housing construction, and other public construction projects when the total amount of HUD assistance to the project exceeds the applicable threshold. For further information, see 24 CFR 75.3. The current regulatory threshold for housing and community development financial assistance is \$300,000.

Subrecipient Responsibility

When Section 3 applies, the subrecipient is responsible for complying with 24 CFR Part 75 and for ensuring that applicable contractors and subcontractors also comply. This includes, as applicable, meeting the contract provision requirements, recordkeeping requirements, and reporting requirements in HUD's Section 3 regulations. For further information, see 24 CFR 75.27, 24 CFR 75.31, and 24 CFR 75.25.

Contract Provisions

When Section 3 applies, the subrecipient must include the required Section 3 contract provisions in applicable contracts and subcontracts and must not take actions that would defeat or evade Section 3 obligations.

Safe Harbor and Documentation

HUD's Section 3 regulations provide benchmarks and a safe harbor framework. Subrecipients should maintain documentation demonstrating how Section 3 applicability was determined, what actions were taken to comply, and what records support any reporting made to the County or HUD. For further information, see 24 CFR 75.23, 24 CFR 75.25, and 24 CFR 75.31.

Additional Guidance

Additional HUD guidance on Section 3 may be issued from time to time. Subrecipients are responsible for following the current requirements applicable to their project.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/23/2026

Department: Community and Economic Development

Title: Subrecipient Family Building Blocks

Management Update/Work Session Date: 9/8/2026 Audio/Visual aids ☐

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

Requested Action: Consider approval of an agreement with the Family Building Blocks to provide \$150,000.00 in CDBG funding to support the acquisition of an existing child care facility for use as a relief nursery and therapeutic classrooms.

Issue, Description & Background: Recently, an early childhood space in Woodburn went on the market and is for sale. The building is ideal for Family Building Blocks (FBB) growing needs and will allow FBB to establish a permanent location for their Woodburn Relief Nursery services. The organization is facing an urgent need for space in Woodburn as the wait list has grown to over 50 families with small children – families who are facing overwhelming life circumstances and in need of immediate support.

Financial Impacts: No significant impact to Marion County as the funds for this grant are provided through CDBG grant to Marion County from the U.S. Department of Housing and Urban Development (HUD).

Impacts to Department & External Agencies: The approval of this agreement will provide funding to help support the acquisition of an existing child care facility for use as a relief nursery and therapeutic classrooms.

List of attachments: Agreement CS-7080-26

Presenter: Steve Dickey

Department Head Signature: Kelli Weese
Kelli Weese (Aug 17, 2026 10:21:26 PDT)

Contract Review Sheet

Grant Agreement

CS-7080-26

Title: **CDBG 2026 Subrecipient Agreement - Family Building Blocks**

Contractor's Name: **Family Building Blocks**

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

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

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

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

Current Amendment: **\$ -** New Contract Total: **\$ 150,000.00** Amd% **0%**

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

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

Description of Services or Grant Award

The funding is to support the acquisition of an existing child care facility for use as a relief nursery and therapeutic classrooms.

Desired BOC Session Date: **9/23/2026** Contract should be in DocuSign by: **9/2/2026**

Agenda Planning Date: **9/10/2026** Printed packets due in Finance: **9/8/2026**

Management Update: **9/8/2026** BOC upload / Board Session email: **9/9/2026**

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

REQUIRED APPROVALS


08/17/2026
Finance - Contracts Date


08/17/2026
Contract Specialist Date


09/01/2026
Legal Counsel Date


09/01/2026
Chief Administrative Officer Date

REQUEST FOR AUTHORIZATION OF CONTRACT

CS-7080-26

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

I. **Subject:** Retroactive

The Marion County Community and Economic Development Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Family Building Blocks for CDBG 2026 Subrecipient Agreement - Family Building Blocks with a value of \$150,000.00 and will be effective retroactive to 7/1/2026 upon approval.

A. BACKGROUND

The HUD Annual Action Plan period is required to be from July 1st through June 30th. However, the federal fiscal year is from October 1st through September 30th thus creating a delay in the accessibility of funds available for reimbursement. Additionally, the federal fiscal year is dependent on a congressionally approved national budget which typically does not happen until the fall.

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

For the stated reason in section A, Background.

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

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

Submitted by:



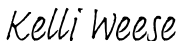
Ashley Jackson
Community Services Department

Reviewed by:



Contracts & Procurement

Acknowledged by:



Kelli Weese (Aug 17, 2026 10:21:26 PDT)
Department Head

Acknowledged by:



Jan Fritz (Sep 1, 2026 17:01:14 PDT)
Jan Fritz, CAO

**MARION COUNTY
SUBRECIPIENT AGREEMENT
CS-7080-26**

*2026 Community Development Block Grant
(CDBG) Funds*

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

Recitals

WHEREAS County is the recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD"); and
WHEREAS County has determined that Subrecipient will carry out the activity described in Exhibit A, subject to the terms and conditions of this Agreement; and
WHEREAS County has agreed to provide CDBG funds to Subrecipient in an amount not to exceed \$150,000, subject to the terms of this Agreement.

Agreement

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

1. Incorporation

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

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

2. Term of Agreement

This Agreement is effective on July 1, 2026, and terminates on June 30, 2028, unless earlier terminated or extended in writing. Unless otherwise approved in writing by County, all costs for reimbursement under this Agreement must be incurred on or after the effective date and before the termination date. Final reimbursement requests must be submitted no later than 60 days after termination date. If the funded activity is subject to any continued use, national objective, or period-of-compliance requirement, Subrecipient shall continue to operate or use the assisted activity in accordance with those requirements for the period stated in this Agreement or in the applicable security documents.

3. Work to be Performed

Subrecipient shall perform the work described in Exhibit A, which contains the project scope, budget, and schedule in accordance with the terms and conditions of this Agreement and other applicable law whether or

not described in this Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of the County.

4. Consideration; Reporting

The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of One hundred and fifty thousand dollars \$150,000 (the “Grant”) for eligible program costs and activities as described in Exhibit A and authorized by this agreement. Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A. Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County.

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

5. Funding Appropriation

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

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

6. Requests for Funds

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

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

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

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

7. Supporting Documentation for Reimbursement Requests

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

8. Program Income

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

9. Allowable/Unallowable Costs - Lobbying Activities

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities.

10. Environmental Review

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

11. Civil Rights and Nondiscrimination

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

12. Conflict of Interest

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

13. Debarment and Suspension

Subrecipient shall not make any award, contract, subcontract, or other covered transaction under this Agreement to any person or entity that is suspended, debarred, or otherwise ineligible to participate in Federal assistance programs, where such award is prohibited by applicable law. Subrecipient shall comply

with applicable debarment and suspension requirements and shall require its contractors and subcontractors, as applicable, to do the same.

14. Religious and Political Activities

Subrecipient shall use Grant funds only for eligible activities authorized under this Agreement. Grant funds may not be used for inherently religious activities, such as worship, religious instruction, or proselytization, or for political activities prohibited by applicable law. Subrecipient shall ensure that any religious activities conducted by the organization are offered separately, in time or location, from activities supported with Grant funds and are voluntary for program participants.

15. Federal Reporting Information

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

16. Build America, Buy America

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

17. Subcontractor Agreements

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

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

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

- A. The services that the Subcontractor must provide related to the project.
- B. The laws and regulations with which the Subcontractor must comply under the terms of the Agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).
- C. The Subrecipient's and the County's monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.
- D. A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or of Subrecipient.

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

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

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

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

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

19. Construction-Specific Requirements

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

20. Equal Opportunity in Construction Contracts

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

21. Prevailing Wage / Labor Standards

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

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

- A.** The prevailing wage rate requirements that may apply to the project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (Federal “Davis-Bacon Act”). If applicable, Subrecipient shall:
- 1) Comply with Prevailing Wage Rate, require its Contractors and Subcontractors to pay the applicable Prevailing Wage Rate or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the Prevailing Wage Rate, including on all contracts and subcontracts and in filing separate Public Works Bonds with the Construction Contractors Board;
 - 2) Pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the project; and
 - 3) Unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Subrecipient is a “Public Body” and the project is a “Qualified Project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Subrecipient shall require each Contractor in a contract with an estimated cost of \$200,000 or greater to:
 - a. Enter into a Project Labor Agreement that, at a minimum, provides for payment of wages at or above the Prevailing Wage Rate.
 - b. Employ apprentices to perform 15 percent (15%) of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs.
 - c. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent (15%) of total work hours performed by individuals in one or more of those groups; and
 - d. Require any Subcontractor engaged by the Contractor to abide by the requirements above, if the work to be performed under the Subcontract has an estimated cost of \$200,000 or greater.
- B.** Subrecipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- C.** Pursuant to ORS 279C.817, Subrecipient may request that the Commissioner of BOLI make a determination about whether the project is a public works on which payment of the Prevailing Wage Rate is required under ORS 279C.840

22. Section 3 of the HUD Act of 1968

If Section 3 applies to the Work, Subrecipient shall comply with 24 CFR Part 75 and shall require applicable contractors and subcontractors to comply. Subrecipient shall include required Section 3 provisions in

applicable procurement and contract documents and shall maintain records sufficient to document compliance.

23. Lead-Based Paint

If the Work involves applicable pre-1978 housing or child-occupied facilities, Subrecipient shall comply, and shall require its contractors and subcontractors to comply, with all applicable federal lead-based paint requirements, including evaluation, treatment, notices, clearance, and ongoing maintenance requirements where applicable.

24. Building Codes, Permits, and Standards

Subrecipient shall obtain, and shall require its contractors and subcontractors to obtain all permits, licenses, inspections, and approvals required for the Work. Subrecipient shall ensure that all work is performed in compliance with applicable federal, state, and local laws, ordinances, codes, and standards.

25. Real Property / Security / Period of Compliance

If real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is no longer used to meet a CDBG national objective for the required period, Subrecipient shall promptly notify County and shall comply with all applicable change-of-use, disposition, and reimbursement requirements under 24 CFR 570.505. County may require Subrecipient to execute and record a promissory note, trust deed, covenant, deed restriction, or other legal instrument, in a form approved by County, to protect County's CDBG investment and to secure compliance with this Agreement. If a period of continued eligible use or national-objective compliance applies, such as no change of use, Subrecipient shall maintain the approved use of the property for the required period and shall not transfer or materially change the use of the property without County's prior written approval. Upon expiration or termination of this Agreement, Subrecipient shall transfer to County any funds on hand, accounts receivable, and assets required to revert under applicable law or this Agreement

26. Equipment and Supplies

If Grant funds are used to acquire equipment or supplies, Subrecipient shall manage, use, safeguard, and dispose of such property in accordance with applicable federal requirements and this Agreement.

Subrecipient shall use equipment and supplies for the authorized purposes of the Work, maintain appropriate property and inventory records, take reasonable measures to protect the property from loss, damage, or theft, and follow County instructions and applicable law regarding disposition when the property is no longer needed for the funded activity.

27. Nonexclusive Remedies Related to Funding

A. Withholding of Grant Funds from Request

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

B. Redistribution or Retention of Funds

If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding and may redistribute such funds to other Subrecipients. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

C. Reservation of Right to Recapture

The County reserves the right to recapture funds from Subrecipient based on misrepresentation, underperformance, non-compliance, unallowable costs, fraud, or any unlawful acts.

28. Reporting

Annual reports will be required and are due by July 30 of each year. The county may also request subrecipient updates at any other point during the year and the Subrecipient must comply within thirty (30) calendar days of the County's request.

29. Monitoring Required

A. County Authorized to Monitor Subrecipient

County may monitor Subrecipient's activities, records, expenditures, performance, and compliance with this Agreement and applicable law. Monitoring may include but is not limited to desk reviews, requests for additional documentation, onsite reviews, and follow-up on audit findings or other deficiencies. Subrecipient shall fully and timely cooperate with County's monitoring and oversight activities and shall require its contractors and subcontractors to do the same. County may require corrective action, impose special conditions, disallow costs, withhold funds, or exercise other remedies under this Agreement in response to noncompliance. County may consider extended periods of inactivity or lack of communication from the subrecipient as a reason for concern and possible remedy action.

B. Subrecipient Noncompliance

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require specific conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

C. Subrecipient Shall Monitor Its Subcontractors

Subrecipient shall monitor any Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this Agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is reasonable to ensure compliance with applicable CDBG program requirements or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

The activities of any Subcontractor shall be monitored to ensure that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

30. Records Maintenance

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

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

31. Records Access

The County, HUD, the Comptroller General of the United States, the State of Oregon, and their duly authorized representatives shall have access to all books, documents, papers, and records including financial statements of Subrecipient that are pertinent to this Agreement for the purpose of audit, examination, excerpts, transcripts, and copies, in accordance with applicable law. Subrecipient shall require its contractors and subcontractors to provide the same access with respect to records relating to the Work.

32. Audits

If Subrecipient expends \$1,000,000 or more in Federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable Federal Regulations, if any.

33. Remedies

A. County Remedies

If County determines that Subrecipient has failed to timely comply with any material obligation under this Agreement, including any County directive or corrective action plan, County may exercise any remedy available under this Agreement, applicable law, or otherwise. Remedies may include, without limitation:

- 1) Terminating this Agreement, in whole or in part;
- 2) Withholding, reducing, or recapturing Grant funds;
- 3) Disallowing costs;
- 4) Suspending or recovering payments;
- 5) Requiring corrective action;
- 6) Bringing an action in an appropriate forum to enforce this Agreement or recover damages, including injunctive relief, specific performance, or other available relief;
- 7) Limiting Subrecipient's eligibility for future County funding, to the extent permitted by law;
- 8) Referring matters involving misstatements, fraud, or other violations to appropriate investigative or enforcement authorities; and
- 9) Requesting audit, investigation, or sanction by other governmental bodies.

B. Nonexclusive Remedies

The rights and remedies of County under this Agreement are cumulative and not exclusive, and County may exercise them successively or concurrently. Except as expressly stated in this Agreement, nothing in this section limits any other rights or remedies available to either party under this Agreement or applicable law.

C. No Waiver; Survival

No failure or delay by County to enforce any provision of this Agreement shall constitute a waiver of that provision or of any other provision. No single or partial exercise of any right, power, or privilege under this Agreement shall preclude any further exercise of that or any other right, power, or privilege. All remedies provided under this Agreement, or otherwise available by law, survive termination of this Agreement.

D. Disallowance of Costs

County is not responsible for, and shall not pay, any cost that County disallows, whether upon review of a Request for Funds or as a result of an audit, review, site visit, or other disallowance action, except for costs incurred by Subrecipient solely as a result of the willful misconduct or gross negligence of County or its officers, employees, or agents. If County disallows a cost after reimbursement has been made, Subrecipient shall repay the disallowed amount to County within the time stated in County's written notice, which shall not exceed thirty (30) days. Subrecipient shall cooperate, and shall require its Subcontractors to cooperate, with County and any appropriate investigative or oversight agency in connection with the review, recovery, or resolution of any disallowed or invalid payment.

34. Termination

A. Termination by County for Immediate Cause

County may terminate this Agreement, in whole or in part, immediately upon written notice to Subrecipient if County determines that Subrecipient has engaged in material misrepresentation, malfeasance, gross negligence, abandonment of performance, or loss of legal authority to perform its obligations under this Agreement, whether directly or through its agents, subcontractors, successors, or assigns.

B. Termination by County for Cause Upon Notice

County may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice if Subrecipient fails to comply with any material obligation under this Agreement or if continuation of this Agreement becomes inappropriate due to an event of default or other cause. Events of default or cause may include, without limitation:

- 1) Failure to timely perform any obligation under this Agreement.
- 2) Failure to timely comply with County directives.
- 3) Improper, illegal, or unauthorized use of Grant funds.
- 4) Denial, suspension, reduction, or elimination of funding for the grant program.
- 5) Change in federal or state law, regulation, guidance, interpretation, appropriation, limitation, or expenditure authority that prevents County from funding or continuing the Work.
- 6) Denial, suspension, revocation, limitation, or nonrenewal of any license, certification, or legal authority required for performance of the Work.
- 7) Insolvency, bankruptcy, assignment for the benefit of creditors, receivership, or similar financial distress affecting Subrecipient; or
- 8) Suspension, debarment, proposed debarment, declared ineligibility, or voluntary exclusion of Subrecipient or its principals, officers, or agents from participation in federal, state, or local agreements or contracts.

C. Termination by Subrecipient

Subrecipient may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice to County if:

- 1) County unreasonably fails to provide funding required under this Agreement and does not cure that failure within the notice period; or
- 2) County issues a material directive that is contrary to applicable federal or state law, regulation, or funding requirements and does not withdraw or correct that directive within the notice period after receiving written notice from Subrecipient.

D. Restrictions Pending Termination

After notice of termination is issued and before the effective date of termination, County may require Subrecipient to obtain County's prior written approval before incurring any additional cost or obligation for which reimbursement may be sought under this Agreement.

E. Effect of Termination

Termination of this Agreement does not relieve either party of liability for breach occurring before the effective date of termination. County may withhold reimbursement otherwise due to Subrecipient to offset damages, disallowed costs, or other amounts owed to County, to the extent permitted by law.

F. Return of Funds, Property, and Records

Upon termination, Subrecipient shall promptly return to County any unexpended funds, accounts receivable attributable to Grant funds, property, and any finished or unfinished documents, data, reports, studies, or other materials prepared or acquired under this Agreement, as requested by County. Unless County approves a different deadline in writing, Subrecipient shall do so within sixty (60) days after the effective date of termination.

35. Closeout

Upon expiration or termination of this Agreement, Subrecipient shall transfer to County any CDBG funds on hand, any accounts receivable attributable to the use of CDBG funds, and any other assets required to revert under applicable law or this Agreement.

36. Insurance

Subrecipient shall obtain and maintain the insurance coverage required by this Section for the term of this Agreement and for any additional period stated below. Except as approved in writing by County, all required insurance shall be primary and non-contributory to any insurance or self-insurance maintained by County.

Insurance Required for All Subrecipients:

- A. Commercial General Liability Insurance.** Subrecipient shall maintain Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per project for bodily injury, property damage, personal injury, and advertising injury. Such insurance shall include coverage for premises and operations, products and completed operations, and contractual liability sufficient to support the indemnity obligations of this Agreement.

Marion County, its officers, agents, employees, and elected officials shall be named as additional insureds with respect to liability arising out of or related to Subrecipient's performance under this Agreement, to the extent such status is available by endorsement or under the policy.

- B. Automobile Liability Insurance.** Subrecipient shall maintain Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage, covering owned, hired, and non-owned vehicles used in connection with Subrecipient's performance under this Agreement.

Marion County, its officers, agents, employees, and elected officials shall be named as additional insureds, if available, with respect to liability arising out of or related to Subrecipient's performance under this Agreement.

- C. **Workers' Compensation Insurance.** Subrecipient shall comply with ORS 656.017 and all other applicable provisions of Oregon law requiring workers' compensation coverage for all subject workers. Subrecipient shall maintain Workers' Compensation Insurance as required by Oregon law with limits of not less than \$500,000 each accident. No Workers' Compensation Insurance has been or will be obtained by Marion County for Subrecipient or for any of Subrecipient's employees, agents, or subcontractors.

Oregon does not apply additional insured treatment to Workers' Compensation coverage.

Insurance Required for Certain Subrecipients

Required if marked.

- D. **Abuse and Molestation Liability Insurance.** If required, Subrecipient shall maintain Abuse and Molestation Liability Insurance, either as part of its Commercial General Liability Insurance or as separate coverage, in a form satisfactory to County. Such coverage shall apply to damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, and negligent hiring, supervision, investigation, reporting, or retention of persons for whom Subrecipient is responsible, including employees and volunteers. Coverage shall be written on an occurrence basis with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

☒ **Required by County**

- E. **Professional Liability/Errors and Omissions Insurance.** If required, Subrecipient shall maintain a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 annual aggregate. IF this policy is a "claims made" type policy, the policy type and company shall be approved by Marion County prior to commencement of the work.

If Professional Liability / Errors and Omissions insurance is required and is written on a claims-made basis, Subrecipient shall maintain continuous claims-made coverage, or obtain extended reporting coverage, for not less than thirty-six (36) months after completion of the Work. The retroactive date shall be no later than the effective date of this Agreement.

☐ **Required by County**

- G. **Bonding/Crime Coverage.** Subrecipient shall ensure that each director, officer, or employee authorized to receive, deposit, disburse, or otherwise handle project funds is bonded or covered by a Commercial Crime policy protecting against loss. The coverage amount shall be not less than \$100,000 or the total amount received under this Agreement, whichever is greater, unless County approves otherwise in writing. Upon request, Subrecipient shall provide County with evidence of such coverage.

☐ **Required by County**

- F. **Flood Plain Insurance.** If the Work involves construction or rehabilitation of a structure located in a Special Flood Hazard Area, flood insurance shall be required to the extent required by applicable law or County.

☒ **Required by County**

- G. **Builders Risk Insurance.** In addition to the requirements above, if this Agreement is for a capital project, the following will also be required. During the term of this Agreement, for new construction or reconstruction following casualty, the Subrecipient shall or shall require the owner to maintain in force, at its own expense, Builders Risk Insurance on an all-risk form, including earthquake and flood, for an

amount equal to the full amount of this Agreement. Such insurance shall be maintained until the facility has reached substantial completion.

☐ **Required by County**

Required Components of All Insurance Under This Agreement

- H. Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the Certificate of Insurance, and no deductible or retention may exceed \$25,000 without the prior written consent of the County.
- I. Additional Insureds.** The County, its officers, employees, agents, and elected officials, while acting within the scope of their duties, shall be named as additional insureds on all insurance required under this Agreement other than Workers' Compensation and Professional Liability coverage
- J. Proof of Insurance.** The Subrecipient shall deliver to the County, prior to the commencement of the work, a Certificate of Insurance evidencing all policies required by this Agreement including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s).
- K. Notice of Cancellation, Nonrenewal, or Material Change.** Subrecipient shall promptly notify County, and in no event later than two (2) business days after Subrecipient becomes aware, of any cancellation, nonrenewal, lapse, or substantive reduction or material change in any insurance policy or endorsement required by this Agreement. If required by County, the applicable policy shall also provide that County will receive not less than sixty (60) days' prior written notice of cancellation, nonrenewal, or material reduction in coverage, to the extent such notice is available by endorsement.
- L. Contractor and Subcontractor Insurance.** Subrecipient shall require its contractors and subcontractors to maintain insurance appropriate to the work they perform and in amounts satisfactory to County, unless County approves otherwise in writing.
- M. Self-Insurance.** If the Subrecipient is self-insured, for any of its insurance requirements herein, it shall submit satisfactory evidence to the County of the terms and conditions of its own insurance coverage. A Certification of Self-Insurance shall constitute compliance with the section.
- N. Acceptability of Insurers.** All insurance required pursuant to this section shall be issued by an insurance company or companies doing business in the State of Oregon. Insurance is to be placed with a carrier(s) having a Best's rating of no less than A: VII. Any exception must be approved by the County.
- O. Maintenance of Insurance.** At its sole cost and expense, the Subrecipient shall or shall require Owner to keep the building and all other improvements on the premises insured throughout the term of this Agreement and the Trust Deed required therein, against loss or damage by fire and such other risks, including earthquake and flood, written on an "All Risk" form on a replacement cost basis, including coverage for loss or damage due to leakage of sprinkler systems and coverage for loss or damage due to explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus.
- P. Sole Responsibility for Coverage.** Insurance coverage, whether obtained by purchase or through self-insurance, for Subrecipient's agents, employees, officers, volunteers, contractors, and subcontractors shall be the sole responsibility of Subrecipient.

37. Indemnity

Subrecipient shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, resulting from, arising out of, or relating to the activities of Subrecipient or its officers, employees, Subcontractors, or agents under this Agreement.

Subrecipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

38. Liability for Breach of Grant Conditions

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

39. Subrecipient Status

Subrecipient shall perform all work under this Agreement as an Independent Contractor. Subrecipient is not an officer, employee, or agent of the County, with respect to work performed under this Agreement. Subrecipient certifies that it is not employed by or contracting with the Federal Government for the work covered by this Agreement.

40. Confidentiality

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

41. Dual Payment

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

42. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, or other written instrument, to Subrecipient or the County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this

Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by email shall be deemed to be given when receipt of the transmission is generated by the sender. Any communication or notice by personal delivery shall be deemed to be given when delivered.

County Contact Person:

Steve Dickey CDBG/HOME Program Manager
Community and Economic Development Department
Contact Telephone Number: 503- 373-4334
E-Mail: sdickey@co.marion.or.us
Mailing Address: PO Box 14500 Salem, OR. 97309

Subrecipient Contact Person:

Patrice Altenhofen
Family Building Blocks
Contact Telephone Number: 503-566-2132
Contact Email: patrice@familybuildingblocks.org
Contact Mailing Address: 2425 Lancaster Dr NE Salem, OR 97305

43. Governing Law; Venue; Consent to Jurisdiction

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

44. No Third-Party Beneficiaries

The County and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

45. Amendments

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

46. Merger Clause

This Agreement and attached exhibits constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

47. Captions

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

48. Severability

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

49. Execution and Counterparts

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

50. Time is of the Essence

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

51. No Limitations on Actions of The County in Exercise of Its Governmental Powers

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

52. Certifications and Signature of Subrecipient's Authorized Representative

The undersigned certifies, under penalty of perjury and on behalf of Subrecipient, that:

- A. The undersigned is duly authorized to execute this Agreement and to make the certifications contained in this Agreement on behalf of Subrecipient.
- B. To the best of the undersigned's knowledge, Subrecipient is not in violation of any applicable Oregon tax laws.
- C. To the best of the undersigned's knowledge, Subrecipient has not discriminated and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
- D. Subrecipient has adopted and maintains a formal nondiscrimination policy applicable to employment.
- E. To the best of the undersigned's knowledge, after due inquiry, Subrecipient has no actual, apparent, or potential conflict of interest prohibited by applicable law in connection with this Agreement or the activities funded under it.
- F. Subrecipient has adopted and will maintain written standards of conduct addressing conflicts of interest in the administration of this Agreement.
- G. Subrecipient is bound by and shall comply with all requirements, terms, and conditions contained in this Agreement.

SIGNATURE PAGE

SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBRECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY AND SUBRECIPIENT FURTHER ACKNOWLEDGE THAT EACH IS SUBJECT TO APPLICABLE CONFLICT-OF-INTEREST REQUIREMENTS IN CONNECTION WITH THIS AGREEMENT AND SHALL PROMPTLY DISCLOSE ANY ACTUAL, APPARENT, OR POTENTIAL CONFLICT OF INTEREST TO THE OTHER PARTY.

MARION COUNTY SIGNATURES BOARD OF COMMISSIONERS:

Chair		Date
Commissioner		Date
Commissioner		Date
Authorized Signature:	<u>Kelli Weese</u> Kelli Weese (Aug 17, 2026 10:21:26 PDT)	08/17/2026
	Community & Economic Development Director	Date
Authorized Signature:	<u>Jan Fritz</u> Jan Fritz (Sep 1, 2026 17:01:14 PDT)	09/01/2026
	Chief Administrative Officer	Date
Reviewed by Signature:	<u>Jennifer Rogers</u> Jennifer Rogers (Sep 1, 2026 14:08:04 PDT)	09/01/2026
	Marion County Legal Counsel	Date
Reviewed by Signature:	<u>[Signature]</u>	08/17/2026
	Marion County Contracts & Procurement	Date

Family Building Blocks Authorized Signature: _____

Date

Title: _____

EXHIBIT A

Scope of Work, Budget, and Project Schedule

This Exhibit A is incorporated into and made part of the Subrecipient Agreement for the use of Marion County Community Development Block Grant (CDBG) funds.

1. Project Information

Subrecipient:	Family Building Blocks
Project Name:	Woodburn Acquisition
CDBG Award Amount:	\$150,000
Agreement Period:	07/01/2026-06/30/2028
County Contact:	Steve Dickey, CDBG/HOME Program Manager
Subrecipient Contact:	Patrice Altenhofen; patrice@familybuildingblocks.org

2. Scope of Work

National Objective: ☒ Benefit for LMI Persons or ☐ Eliminate Slum/Blight, or ☐ Urgent Need.
Project Description: The funding is to support the acquisition of existing child care facility for use as a relief nursery and therapeutic classrooms
Service Area / Project Location: 1036 E Lincoln St Woodburn is the current property address. The facility will serve Woodburn and neighboring communities

3. Budget

CDBG funds in the award amount shown above shall be used only for eligible costs necessary to complete the approved scope of work. <i>Eligible expenses may include the following:</i> Acquisition costs

4. Project Schedule

Project / Activity Start Date	07/01/2026
Key Milestone: Additional funding secured	09/01/2027
Key Milestone: Purchase complete	10/01/2027
Agreement End Date	06/30/2028
Final Reimbursement Request / Final Report Due	No later than 60 days after all project work is complete or agreement end date, whichever is first.

5. Changes

Any material change to the scope of work, budget, project location, beneficiaries, deliverables, or project schedule must receive prior written approval from Marion County. Approved changes may require an amendment to the Agreement.
--

Exhibit B
Federal Award Information

Federal Award Identification	
Subrecipient Name:	Family Building Blocks
Unique Entity ID#:	[REDACTED]
Federal Award Identification Number (FAIN):	[REDACTED]
Federal Award Date:	12/5/2025
Subaward Period of Performance (Start & End Date):	7/1/2026-6/30-2028
Subaward Budget (Start & End Date)	7/1/2026-6/30-2028
Federal Funding Obligation	
Total Amount of Federal Funds Obligated by this Agreement:	\$150,000.00
1)	
2)	
3)	\$150,000.00
Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	\$150,000.00
Total Amount of this Federal Award committed to Subrecipient	\$150,000.00
Federal Award Project Description:	
Identify the following:	
a) Federal awarding agency	US Dept of Housing and Urban Development
b) Pass-Through Entity,	Marion County
c) Contact info for awarding official:	Jan Fritz, CAO: jfritz@co.marion.or.us
Identify Program Information	
a) Assistance Listing Number:	14.218
b) Program Name:	Community Development Block Grant (CDBG)
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	
Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	
Additional Requirements or Comments (if any)	
<i>Identify in this section additional conditions concerning closeout of award or required financial/performance reports or any other comments regarding the federal award. If no additional information is necessary, please delete this section or mark NIA.</i>	

Exhibit C

General Federal Requirements Applicable to CDBG Activities

The requirements below apply to the Subrecipient and, where indicated, must be included as enforceable provision in each applicable contract, subcontract, purchase order, or other procurement agreement funded in whole or in part with CDBG funds.

Each subrecipient is responsible for determining which requirements apply to its project or program and for ensuring compliance. Some requirements apply only to certain activities, such as construction, rehabilitation, acquisition, relocation, or housing-related activities. These requirements should be reviewed early in project planning and, where applicable, with contractors, consultants, property owners, and program staff. 2 CFR Part 200 and 24 CFR Part 570 provide the basis for CDBG requirements.

Civil Rights and Nondiscrimination

Subrecipients must comply with applicable civil rights and nondiscrimination requirements. No person may be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination under a CDBG-assisted activity on a prohibited basis. Depending on the activity, applicable authorities may include Section 109 of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and Title IX where applicable. For further information, see 24 CFR Part 6, 24 CFR Part 8, and 24 CFR Part 146.

Environmental Review

Subrecipients must not commit or expend CDBG funds, non-HUD funds, or undertake any choice-limiting action on a project until the required environmental review is completed and the activity is authorized to proceed. All environmental conditions and mitigation measures imposed on the activity must be followed. For further information, see 24 CFR Part 58 and 24 CFR 570.604.

Procurement and Contract Requirements

Subrecipients must maintain and follow written procurement procedures consistent with applicable federal, state, and local requirements. Contracts funded with CDBG must include the clauses required by federal law when applicable. For further information, see 2 CFR 200.317 through 200.327 and Appendix II to 2 CFR Part 200.

Termination for Cause and Convenience

Contracts exceeding \$10,000 must include provisions allowing the Subrecipient to terminate the contract for cause and for convenience. The contract must describe how termination will be carried out and the basis for any settlement, including payment for acceptable work completed before termination. For further information, see Appendix II to 2 CFR Part 200.

Labor Standards

When required by the nature of the activity and applicable law, subrecipients must comply, and must require contractors and subcontractors to comply, with applicable federal labor standards. These may include the Davis-Bacon Act, Copeland Anti-Kickback Act, and Contract Work Hours and Safety Standards Act. Applicable wage determinations and required federal labor clauses must be included in solicitations, contracts, and lower-tier agreements.

For contracts exceeding \$100,000 that involve laborers or mechanics, covered workers must be paid at least one and one-half times their basic rate of pay for hours worked over 40 in a workweek. For applicable construction work, workers may not be required to work under conditions that are unsanitary,

hazardous, or dangerous. For further information, see 24 CFR 570.603, 40 U.S.C. §§ 3701–3708, and 29 CFR Parts 1, 3, and 5.

Acquisition, Relocation, and Displacement

If a project involves acquisition, relocation, demolition, or displacement, the subrecipient must comply with all applicable notice, advisory, payment, and recordkeeping requirements. For further information, see the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974, as applicable.

Lead-Based Paint

For applicable pre-1978 housing and child-occupied facilities, subrecipients must comply with federal lead-based paint requirements, including evaluation, treatment, clearance, notices, and ongoing maintenance requirements where applicable. For further information, see 24 CFR Part 35.

Debarment and Suspension

Subrecipients must not enter into contracts or other covered transactions with parties that are suspended, debarred, or otherwise excluded from participation in federal programs where federal requirements prohibit such awards. For further information, see 2 CFR Part 180 and 2 CFR Part 2424.

Conflict of Interest

Subrecipients must comply with applicable CDBG conflict-of-interest requirements and any additional County conflict-of-interest policies and disclosure requirements. Potential conflicts should be identified and addressed before funds are committed or activities proceed. For further information, see 24 CFR 570.611.

Property, Equipment, and Supplies

Real property, equipment, supplies, and other assets acquired or used under the subaward must be managed, used, and disposed of in accordance with applicable federal requirements and the agreement. For further information, see 2 CFR Part 200, Subpart D, and 24 CFR 570.505, when applicable.

Program Income

If the funded activity generates program income, the agreement must specify whether the subrecipient may retain it or must return it to the County, and how it may be used. For further information, see 24 CFR 570.504(c).

Religious and Political Activities

CDBG funds may not be used for activities that are prohibited by federal law, including certain religious or political activities. Subrecipients are responsible for ensuring that CDBG-assisted activities remain eligible and compliant. For further information, see 24 CFR Part 570 and other applicable federal requirements.

Whistleblower Protections

Subrecipients and, where applicable, their contractors and subcontractors must comply with federal whistleblower protections. For further information, see 41 U.S.C. 4712 and 2 CFR 200.217.

Rights to Inventions

If the Project involves experimental, developmental, or research work and the federal award meets the definition of a “funding agreement” under 37 CFR § 401.2, the Subrecipient shall comply with 37 CFR Part 401 regarding rights to inventions. The Subrecipient shall not enter into any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work without prior County review.

Clean Air Act and Federal Water Pollution Control Act

For contracts, subcontracts, and subgrants exceeding \$150,000, the Subrecipient shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). The Subrecipient shall report any violation to the County, the federal awarding agency, and the appropriate Regional Office of the Environmental Protection Agency, as required.

Byrd Anti-Lobbying Amendment

For awards, contracts, subcontracts, or other covered transactions exceeding \$100,000, the Subrecipient shall comply with the Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352. The Subrecipient certifies that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence any federal officer, employee, member of Congress, or employee of a member of Congress in connection with obtaining any federal contract, grant, or other covered award. The Subrecipient shall obtain and retain required lobbying certifications and disclosures from lower-tier parties when applicable.

Procurement of Recovered Materials

The Subrecipient shall comply with applicable recovered materials procurement requirements, including 2 CFR § 200.323, when purchasing items designated by the Environmental Protection Agency. The Subrecipient shall include recovered materials requirements in applicable procurements and contracts.

Prohibited Telecommunications and Video Surveillance Equipment or Services

The Subrecipient shall not obligate or expend CDBG funds to procure, obtain, extend, or renew a contract for covered telecommunications equipment, video surveillance equipment, services, or systems prohibited by 2 CFR § 200.216. The Subrecipient shall include this prohibition in applicable lower-tier agreements.

Domestic Preference and Build America, Buy America

The Subrecipient shall, to the greatest extent practicable and consistent with law, provide a preference for goods, products, and materials produced in the United States as required by 2 CFR § 200.322. For infrastructure projects subject to the Build America, Buy America Act, the Subrecipient shall comply with applicable domestic content procurement preference requirements unless an exception or waiver applies. The Subrecipient shall include applicable domestic preference and Build America, Buy America requirements in solicitations, contracts, subcontracts, and purchase orders.

Additional Activity-Specific Requirements

Additional requirements may apply depending on the nature of the activity, including fair housing and accessibility requirements, flood insurance requirements, and other special conditions included in this Agreement or its exhibits.

Exhibit D

Security and Period of Compliance Requirements for Projects Receiving CDBG Funding

This exhibit provides a brief summary of security and period-of-compliance requirements that may apply when CDBG funds are used for acquisition, construction, rehabilitation, or improvement of real property or facilities. It is intended as a practical guide for subrecipients and does not replace the Agreement, promissory note, trust deed, covenant, or other legal documents required by the County.

Each subrecipient is responsible for determining, with the County, whether a promissory note, trust deed, covenant, deed restriction, or other legal instrument is required for the funded activity. These requirements should be reviewed early in project planning and before project completion. For further information regarding security and period of compliance requirements, see 24 CFR 570.503 and 24 CFR 570.505

Security Documents

When required by the Agreement or by the County, the subrecipient must execute a promissory note, trust deed, covenant, deed restriction, or other legal instrument in a form approved by the County to protect the County's CDBG investment and to secure continued compliance with applicable CDBG requirements.

Recording and Supporting Documentation

If required by the County, the subrecipient must provide the documents needed for preparation, execution, and recording of the required security instrument, including evidence of ownership and legal property description, as applicable. County may require execution and recording before reimbursement, project completion, or closeout.

Period of Compliance

When a funded activity involves real property or improvements with more than \$25,000 of CDBG funds, the property or facility must continue to be used for an eligible purpose and to meet an applicable CDBG national objective for at least five years after expiration of the agreement.

Change in Use or Transfer

During any required period of compliance, the subrecipient must not transfer, sell, lease, encumber, or materially change the use of the assisted property without prior written approval from the County, if required by the Agreement or security documents. Additional repayment, recapture, or corrective action requirements may apply if the property is no longer used for the approved purpose.

Default, Repayment, and Recapture

If the subrecipient fails to comply with the Agreement, the required use restrictions, or the recorded security documents, the County may require repayment, recapture, or other remedies as provided in the Agreement and the applicable loan or security documents.

Release of County Interest

At the end of the required compliance period, and upon satisfaction of all applicable conditions, the County may release or reconvey its interest in the property in accordance with the recorded documents and applicable law.

Exhibit E

Fair Housing and Accessibility Requirements for Projects Receiving CDBG Funding

This exhibit provides a brief summary of the fair housing and accessibility requirements that may apply to CDBG-funded activities. It is intended as a practical guide for subrecipients and does not replace the statutes, regulations, or technical standards cited below.

Each subrecipient is responsible for determining which requirements apply to its project or program and for ensuring compliance. These requirements should be reviewed early in project planning, including with architects, engineers, property owners, contractors, and program staff, as applicable.

Federal and state accessibility and fair housing requirements may apply to both the physical project and the way a program or service is operated, including communication methods and standards.

Architectural Barriers Act

The Architectural Barriers Act applies to certain buildings and facilities that are designed, constructed, altered, or leased with federal involvement. For CDBG-funded activities, the ABA may apply to covered buildings or facilities that are financed in whole or in part with federal funds. For further information, see 24 CFR Part 40, 41. Additional Oregon statutes may also apply and can be found in ORS Chapters 447 and 456.

Americans with Disabilities Act (ADA)

The ADA prohibits discrimination on the basis of disability in employment, public services, and public accommodations. Depending on the activity, the ADA may apply to the operation of a facility, program accessibility, communication methods, and removal of barriers in existing facilities where required by law. For further information, see 28 CFR Parts 35 and 36.

Section 504

This portion of the Rehabilitation Act applies to programs, services, and activities receiving HUD financial assistance. Subrecipients must ensure that qualified individuals with disabilities are not excluded from participation, denied benefits, or subjected to discrimination because of disability. For further information, see 24 CFR Part 8.

Fair Housing Act

The Fair Housing Act prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and disability. Oregon law adds additional protected classifications including: source of income, marital status, sexual orientation, gender identity and status as a victim of domestic violence. The Fair Housing Act also includes design and construction requirements for covered multifamily housing. For further information regarding federal requirements, see 24 CFR Part 100, and HUD Fair Housing Accessibility guidance. Further information regarding Oregon fair housing can be found in ORS Chapter 659A.

Exhibit F

Section 3 of the Housing and Urban Development Act of 1968 Requirements (Applicable only when required by the funded activity)

This exhibit provides a brief summary of Section 3 requirements that may apply to CDBG-funded projects. It is intended as a practical guide for subrecipients and does not replace the statutes, regulations, or technical guidance cited below.

Section 3 is intended to ensure that employment, training, contracting, and other economic opportunities generated by certain HUD financial assistance are directed, to the greatest extent feasible, to low- and very low-income persons, especially recipients of government assistance for housing and residents of the community where the funds are spent.

Applicability

For housing and community development financial assistance, Section 3 generally applies to housing rehabilitation, housing construction, and other public construction projects when the total amount of HUD assistance to the project exceeds the applicable threshold. For further information, see 24 CFR 75.3. The current regulatory threshold for housing and community development financial assistance is \$300,000.

Subrecipient Responsibility

When Section 3 applies, the subrecipient is responsible for complying with 24 CFR Part 75 and for ensuring that applicable contractors and subcontractors also comply. This includes, as applicable, meeting the contract provision requirements, recordkeeping requirements, and reporting requirements in HUD's Section 3 regulations. For further information, see 24 CFR 75.27, 24 CFR 75.31, and 24 CFR 75.25.

Contract Provisions

When Section 3 applies, the subrecipient must include the required Section 3 contract provisions in applicable contracts and subcontracts and must not take actions that would defeat or evade Section 3 obligations.

Safe Harbor and Documentation

HUD's Section 3 regulations provide benchmarks and a safe harbor framework. Subrecipients should maintain documentation demonstrating how Section 3 applicability was determined, what actions were taken to comply, and what records support any reporting made to the County or HUD. For further information, see 24 CFR 75.23, 24 CFR 75.25, and 24 CFR 75.31.

Additional Guidance

Additional HUD guidance on Section 3 may be issued from time to time. Subrecipients are responsible for following the current requirements applicable to their project.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 23, 2026

Department: Public Works

Title:

Consider adoption of an ordinance granting Zone Change/Comprehensive Plan Change 25-004/Jubitz Corporation

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

Time Required: 5 min Contact: Austin Barnes Phone: 503-566-4174

Requested Action:

Staff recommended motion: Approve the administrative ordinance approving Zone Change/Comprehensive Plan Change 25-004/Jubitz Corporation.
Other motion options for consideration are:
1. Direct staff to make changes and approve a modified ordinance.
2. Not approve the ordinance.

Issue, Description & Background:

The Marion County Hearings Officer held a duly noticed hearing on the application on March 19, 2026. On April 22, 2026, the Hearings Officer issued a recommendation to approve Zone Change/Comprehensive Plan Change 25-004/Jubitz Corporation. The Board held a duly noticed hearing on the application on August 26th, 2026 and approved the application.

The ordinance and findings have been prepared and notice of adoption was given on September 16, 2026.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments:

Ordinance

Presenter:

Austin Barnes

Department Head Signature:

Jan Barnes Ryle

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

In the Matter of the	)	Case No.25-004
Application of:	)	Zone Change/Comprehensive
Jubitz Corporation	)	Plan Change

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 Jubitz Corporation for a zone change and comprehensive plan change to change the zone from EFU (Exclusive Farm Use) to ID (Interchange District) zone and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to Statewide Planning Goal 3 (Agricultural Lands) on a 3.12 acre parcel located in the 12000 block of Ehlen Rd NE, Aurora (T4S; Range 1W; Section 10; Tax lot 1700).

SECTION II. Procedural History

The Marion County Hearings Officer held a duly noticed public hearing on March 19, 2026, and on April 22, 2026, issued a decision to approve the application. 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 Section V and VI of the Hearings Officer's decision dated April 22, 2026, contained in Exhibit A, attached hereto, and by this reference incorporated herein.

SECTION IV. Action

The requested zone change from EFU (Exclusive Farm Use) to ID (Interchange District) and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to Statewide Planning Goal 3 (Agricultural Lands) on a 3.12-acre parcel 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 17.110.660 to reflect the new zoning subject to conditions identified in Exhibit A, 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. 25-004
) **ZONE CHANGE AND COMPREHENSIVE**
JUBITZ CORPORATION) **PLAN CHANGE** (*Corrected* ¹)

RECOMMENDATION

I. Nature of the Application

This matter is before the Marion County Hearings Officer on the Application the Jubitz Corporation for a zone change and comprehensive plan change to change the zone from EFU (Exclusive Farm Use) to ID (Interchange District) zone and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to Statewide Planning Goal 3 (Agricultural Lands) on a 3.12 acre parcel located in the 12000 block of Ehlen Rd NE, Aurora.

II. Relevant Criteria

The standards and criteria relevant to this Application are found in the Marion County Comprehensive Plan (Rural Development Policies, Rural Service Centers, Agricultural Lands Policy), and the Marion County Code (MCC) Title 17, especially MCC 17.123 (Zone Change), MCC 17.136 (Exclusive Farm Use), and MCC 17.150 (Interchange District Zone). Policies relevant to this Application are also found in the State of Oregon Statewide Planning Goals (particularly Goal 3), and Oregon Administrative Rules 660, Division 4 (Goal Exception Process).

III. Public Hearing

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

1.

Austin Barnes

2.

Britany Randall (BRAND Land Use)
- Marion County Planning Division

Representative for Applicant

No documents were presented, marked, or entered into the record as exhibits. No objections were raised as to notice, jurisdiction, conflicts of interest, or to evidence or testimony presented at the hearing.

¹ This is a corrected version of ZC CP 25-004 originally issued on April 14, 2026. All prior versions of this Recommendation are void.

IV. Executive Summary

The matter before the hearings officer is the application of Jubitz Corporation for a zone change and comprehensive plan change to change the zone from EFU (Exclusive Farm Use) to ID (Interchange District) zone and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to Statewide Planning Goal 3 (Agricultural Lands) on a 3.12 acre parcel located in the 12000 block of Ehlen Rd NE, Aurora, Oregon.

Applicant submitted the application based upon the site's physical configuration that has been permanently altered by public transportation infrastructure which has created a remnant parcel that is no longer capable of functioning as agricultural land. The parcel was created through an approved Property Line Adjustment to accommodate the Oregon Department of Transportation's planned realignment of Dolores Way NE as part of the Aurora Donald Interchange improvement project. The parcel is bounded and impacted by permanent roadway infrastructure associated with the interchange, and is encumbered by a communication tower, associated easements, and an ODOT drainage easement. As a result of the public infrastructure project and the approved boundary adjustment, the subject property is now physically and functionally separated from surrounding agricultural land. Access to the parcel is provided by a driveway designed for limited non-farm access and does not accommodate agricultural equipment.

Applicant has established that the parcel is irrevocably committed to nonfarm uses, and Applicant has met the burden of proving the applicable standards and criteria for approval to change the zone from EFU (Exclusive Farm Use) to C (Commercial) and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to statewide planning Goal 3 (Agricultural Land).

Therefore, the Hearing Officer recommends that the Marion County Board of Commissioners GRANT the Application subject to certain conditions that are necessary for public health, safety, and welfare.

V. Findings of Fact

The Hearings Officer, after careful consideration of the testimony and evidence in the record, issues the following finding of fact:

1. Application of Jubitz Corporation for a zone change and comprehensive plan change to change the zone from EFU (Exclusive Farm Use) to ID (Interchange District) zone and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to Statewide Planning Goal 3 (Agricultural Lands) on a 3.12 acre parcel located in the 12000 block of Ehlen Rd NE, Aurora (T4S; Range 1W; Section 10; Tax lot 1700).

2. The property is located on the southern side of Ehlen Rd NE, directly east of its intersection with Interstate 5. The property is currently vacant other than a telecommunications tower. The property was created in its current configuration through PLA 24-003 and is therefore considered legal for land use purposes.
3. Properties in all directions except west are zoned EFU and are in various levels of farm production. The area is characterized by filbert orchards and grass seed/hay fields. To west is the Fargo Interchange, which is a collection of parcels zoned ID and developed with various highway related uses, such as restaurants, gas stations and mechanic businesses.
4. Marion County Planning Division requested comments on the proposal from various governmental agencies. The following comments were received:

Oregon Department of Transportation (ODOT) commented:

“The foregoing (application) assumes that no more than 14 pumping stations would ultimately be developed, or mitigation may be required in association with the land-use action. Transportation impacts of the proposed land-use action proximate to the I-5 Interchange (Aurora-Donald Interchange), and operations of its on/off ramps, would be the main concern (recognizing Alternative Mobility Targets in the IAMP). Our staff would be happy to review any quantitative analysis you could provide related to trip-generation potential of the proposed land-use action.

There is no need for any additional reports on the comp-plan/zone-change, though depending on the scale of *any future site-plans – a TIA may be needed* if the proposed site will either increase peak hour trips by 50, daily trips by 300, or result in an increase of total-entering-vehicles (TEV) in excess of 10% at any access point onto a state highway.

At the comp-plan/zone-change phase, I compare most-intensive use allowed under current and proposed comp-plan/zoning. Based on my planning-level assessment of best uses under your ID-zoning, it appeared a most intensive-use scenario *might be* a gas and market station, with approximately 14 pumping stations. It is my opinion that anything larger than that may generate enough new trips to surpass thresholds for trips-generated, then requiring mitigation at the comp-plan/zone-change phase.

Applicant is welcome to provide their own trip-generation estimates, though I do not think it is necessary at this phase *if* the above “most intensive” scenario sounds reasonable.”

Marion County Building Department commented:

“No Building Inspection concerns. Permit(s) are required to be obtained prior to development and/or utilities installation on private property.”

Marion County Septic commented:

“A site evaluation was conducted in 2024 to establish septic viability for an automotive shop with 15 employees. Any change in proposed gallons per day will require that the system be stake out to verify an initial and repair area fits within the approved area from SE 555-25-001446-EVAL. If the proposed daily flow exceeds 2500 gallons per day, a WPCF permit and additional test pits may be required by the DEQ. This will not be required at this time for the zone change but will be required prior to development.”

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

V. Additional Findings of Fact and Conclusion of Law

1. This is a recommendation to the Marion County Board of Commissioners (BOC). The BOC is the final decision-making authority.
2. Applicant has the burden of proving compliance with all applicable criteria 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). Applicant 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, Applicant has not met its 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 and the application is approved.
3. MCC 17.123.020 provides that a quasi-judicial zone change may be initiated by a property owner consistent with the application requirements of MCC 17.119.020 and 17.119.025.

The proposed zone change has been initiated by the legal property owner. The application includes the required ownership information, completed application materials, and written findings addressing the applicable approval criteria. The request has been properly initiated and is before the County for review through the quasi-judicial process.

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GOAL EXCEPTION

4. Land use applications of this nature must be consistent with Statewide Planning Goals. In this specific case, the subject parcel is covered by Statewide Goal 3 (Agriculture Lands). There is a mechanism, however, for not applying the Goal to areas with certain characteristics. This mechanism is the Goal exception process that requires specific findings justifying why such lands are not available for resource use. There are three types of exceptions to Statewide Goals that may be granted. The first two are based on the concept that the subject property is “physically developed” or “irrevocably committed” to a certain use. The third is a “reasons” exception where there is a demonstrated need for the proposed use or activity. In this case, Applicant states that the proposal qualifies for an irrevocably committed exception.

STATEWIDE PLANNING GOALS

5. Proposals to amend the comprehensive plan must be consistent with the Statewide Planning Goals:

Goal 1: Citizen Involvement. The notice and hearings process provides an opportunity for citizen involvement. The goal is satisfied.

Goal 2: Land use Planning. The subject application would change the zoning. The Hearings Officer makes a recommendation to the Marion County Board of Commissioners who will make the decision on behalf of the County. Marion County Planning division requested comments from various governmental agencies, and their comments are included. The goal is satisfied.

Goal 3: Agricultural Lands. Applicant seeks an exception, which is addressed in detail herein.

Goal 4: Forest Lands. The subject property has not been determined to be forest land. This goal does not apply.

Goal 5: Open Spaces, Scenic and Historic Areas and Natural Resources. The Marion County Comprehensive Plan does not identify any significant open spaces, scenic and historic areas and natural resources on the subject property.

Goal 6: Air, Water and Land Resources Quality. The subject property is not within an identified air quality area. The property is not located in the Sensitive Groundwater Overlay Zone. No activities have been proposed on the property that would use significant amounts of groundwater. Any single commercial use of water using less than 5,000 gallons per day is exempt from water right permitting requirements of the Oregon Department of Water Resources, as long as the water is used for a “beneficial purpose without waste” and may be subject to regulation in times of water shortage.

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Goal 7: Areas Subject to Natural Disasters and Hazards. The subject property is not within an identified floodplain or geologic hazards area. This goal is not applicable.

Goal 8: Recreation Needs. No Goal 8 resources are identified on the property. This goal does not apply.

Goal 9: Economic Development. Because the proposal is a rural commercial designation supported by a Goal 3 exception and does not involve urbanization or expansion of urban services, it is consistent with Goal 9.

Goal 10: Housing. This goal applies to housing within an urban growth boundary and, thus, does not apply to this proposal.

Goal 11: Public Facilities and Services. The subject parcels do not require an extension of services with a C (Commercial) zone use, this goal is satisfied.

Goal 12: Transportation. If the zone is changed to Commercial, the existing development will not have a significant impact on the roadway system in this area because of the minimal number of trips associated with the existing uses and the adequacy of the roadway to accommodate the probable level of additional traffic. ODOT did not identify any concerns with the proposal.

Goal 13: Energy Conservation. There is no indication of energy use increase or decrease based on the proposed zone change and comprehensive plan change. This goal does not apply.

Goal 14: Urbanization. Applicant proposes to rezone rural residential land to Commercial outside of the urban growth boundary. The Commercial (C) zone as applied here is a rural commercial designation acknowledged as consistent with Goal 14. The proposal does not extend urban services or create urban densities. Therefore, no Goal 14 exception is required.

Goals 15-19 are not applicable because the subject property is not within the Willamette River Greenway, or near any ocean or coastal-related resources.

COMPREHENSIVE PLAN AMENDMENT

6. All Comprehensive Plan changes are subject to review by the State Department of Land Conservation and Development (DLCD). DLCD was notified as required by State Law and did not provide additional comments or express concerns.
7. The Marion County Comprehensive Plan (MCCP) establishes procedures to be used when considering plan amendments. Plan changes directly involving 5 or fewer property owners will be considered a quasi-judicial amendment. The amendment will be reviewed by the zone change procedures established in MCC 17.123. A plan amendment of this type may be processed simultaneously with a zone change request with the zone change procedure

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outlined in Chapter 17.123 of the MCRZO. The subject property is comprised of one tax lot with one owner, all having an existing use, the proposal can therefore be considered under the quasi-judicial amendment process.

8. The MCCP does not contain specific review criteria for plan amendments; however, any amendment must be consistent with its applicable goals and policies. The goals and policies that apply in this case are located in the Rural Development Chapter and include policies for areas designated Commercial, the Rural Service Policies, Rural Service Center Development Policies and the Agricultural Lands Policies which are located in the Agricultural Lands section of the comprehensive plan.

9. Rural Service Policies:

A. "Strip-type" commercial or residential development along roads in rural areas shall be discouraged.

B. Rural industrial, commercial, and public uses should be limited primarily to those activities that are best suited to a rural location and are compatible with existing rural developments and agricultural goals and policies.

No strip-type development is proposed. The majority of the parcels in the area are currently developed with commercial uses or farm uses and any additional development would not be expected to have any additional impact on surrounding agricultural and rural residential lands. This zone change would extend the ID zoning to the extent possible allowed by vacant lands in the area, this would make the land more compatible with existing uses as there is already ID zoning to the west. The area already sees commercial traffic on Interstate 5 along with the commercial farm businesses in the area. The applicant did not show any proposed development on the site plan but indicated that the proposal will expand an existing interchange district node rather than create a "strip type" development. This proposal would be compatible with existing uses in the area. The policy is met.

10. Rural Service Center Development Policies:

1. Where there is a demonstrated need for additional commercial uses in rural Marion County they should be located in designated unincorporated communities.

The subject property is not located within an unincorporated community, but much of those lands are already developed and do not have vacant parcels for development. Applicant acknowledges this policy and notes that the proposed Comprehensive Plan Amendment and Zone Change are not based on demonstrating a need for additional commercial uses in rural Marion County generally, nor on locating new rural commercial development in an unincorporated community.

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Instead, the subject property is a small remnant parcel that is irrevocably committed to non-resource use as a result of permanent public transportation improvements and associated site constraints. The parcel was created as a consequence of the Oregon Department of Transportation's I-5 interchange improvements and is physically and functionally defined by interchange infrastructure, roadway access, and surrounding non-resource development. These conditions distinguish the site from typical rural lands where Policy 1 is intended to direct the siting of new commercial uses based on demonstrated need.

The proposed redesignation does not establish a new rural commercial area or encourage dispersed commercial development in rural Marion County. Rather, it recognizes the existing condition of a parcel that has already been removed from the agricultural land base and is functionally integrated into an interchange environment. The proposal is consistent with this policy.

2. The boundaries of identified unincorporated communities shall not be expanded to accommodate additional development.

The subject property is a remnant parcel and no boundaries are being expanded. This policy does not apply.

3. Service districts within unincorporated communities may be created and expanded to serve the entire designated rural community; however, services shall not be extended outside of the community unless necessary to correct a health hazard.

The subject property is not located within an identified unincorporated community. It is within a rural service area. No boundaries are being expanded and the proposal does not seek to extend of water, sewer or other service infrastructure. This policy does not apply.

4. Public facilities in rural communities and rural service centers should be designed to service low density rural development and not encourage urbanization.

This proposal is not within a rural community and is just outside of a rural service center and does not encourage urbanization. The parcel will continue to rely on on-site water and wastewater systems. Transportation access is provided by existing and planned roadway infrastructure associated with the I-5 interchange. The policy is met.

5. Additional residential development should be discouraged within Interchange District zones at rural service centers. Only rural service businesses and related uses should be located at these centers.

This proposal does not involve residential development. The goal does not apply.

6. Zoning ordinance provisions shall ensure that new uses permitted in unincorporated communities will not adversely affect agricultural and forestry uses.

The use is not within an unincorporated community and will not adversely affect farm or forest lands. The policy is met.

7. Multifamily zoning shall not be permitted in rural communities or rural service centers.

No multi-family zoning is proposed. The policy is met.

8. The Fargo Road, Brooks, Sunnyside-Delaney, North Jefferson, Ankeny and Talbot interchanges along I-5 and the Santiam interchange on Highway 22 are appropriate locations for highway-related services. Other types of commercial or industrial uses shall not be permitted at these locations.

This proposal is directly adjacent to the Fargo Interchange and complies with this policy.

9. Expansion of Interchange District zoning at any particular interchange shall only be considered when:

(a) Adequate services to support freeway-related uses are available;

Applicants state their use can be served by well and septic which have already been reviewed and approved. The policy is met.

(b) All designated lands at the interchange are committed to development, or vacant designated lands are unsuitable for the proposed use; or

(c) The zoning is needed to allow expansion of an existing use allowed in the Interchange District zone, and it is not economically practical to expand the use on noncontiguous lands designated for interchange development at the same interchange.

All lands in the Fargo Interchange are already developed with highway uses and this is the only practical property to further develop with those uses. The policy is met.

11. Agricultural Lands Policies:

1. Preserve lands designated as Primary Agriculture by zoning them EFU (Exclusive Farm Use). Lands designated as Special Agriculture should be protected by the corresponding SA zone and farmland in the Farm/Timber designation should be protected by the Farm/Timber zone.

While the property is currently zoned EFU, it is not able to be preserved as farmland due to the existing development of roadways and an intermittent stream that runs through the western edge of the property and also creates a gully. A new road was constructed that essentially orphaned the subject property away from the larger farm parcel. Before the road was built, only 1.77 acres of the subject property was in farm production. The loss of 1.77 acres is not significant enough to not meet this goal. The property is better used in commercial development rather than being left vacant. Agricultural Lands Policy 1 has been met.

2. Maintain primary agricultural lands in the largest areas with large tract to encourage larger scale commercial agricultural production.

The property is a small, remnant parcel of a larger, 135.23-acre farm parcel. The parcel is physically separated from surrounding agricultural land by permanent roadway infrastructure, and is burdened by drainage facilities, utility easements, and site configuration. These conditions prevent the parcel from being incorporated into a larger tract suitable for commercial agricultural production. The rest of that parcel is being preserved as agricultural land and meets this policy. The proposal is consistent with Agricultural Lands Policy 2.

3. Discourage development of non-farm uses on high-value farmland and ensure that if such uses are allowed that they do not cause adverse impacts on farm uses.

The future non-farm uses of the parcel should not have any adverse impact on the adjacent farmlands as they are all divided by rights-of-way and long existing development patterns and access points. This area has many commercial uses that have existed in conjunction with farm uses in the area and this zone change will not create any new adverse impacts. As stated, the parcel is a small remnant created by public

transportation improvements. The parcel does not and cannot function as high-value farmland. Agricultural Lands Policy 3 is satisfied.

4. Limit residential uses on high-value lands to those dwellings where past income from the sale of farm products demonstrate that the dwelling will be in conjunction with the farm use. Non-farm dwellings should be limited to existing parcels where the dwelling will be compatible with the surrounding farm area. The approval of non-farm residences shall be based upon findings that the proposed dwelling meets the applicable criteria in OAR 660-033. Approval of a dwelling in the Farm/Timber designation shall be based on the applicable criteria in OAR 660-033 or 660-006.

No dwellings or residential development are proposed in this application. This policy does not apply.

5. Divisions of agricultural lands shall be reviewed by the County and comply with the applicable minimum parcel size and the criteria for the intended use of the property.

The parcel was created through a Property Line Adjustment, PLA 24-003. Applicant does not propose any divisions of agricultural lands. The goal does not apply.

6. Farmland should be taxed at agricultural use value.

The land is being changed to ID zoning, the goal does not apply.

7. Additional housing allowed on farmlands shall be necessary for farm management purposes. These dwellings should be manufactured homes so they can be removed when not needed, or be occupied by a relative of the farm operator and sited on the same parcel as the principal dwelling. A deed restriction shall be recorded requiring removal of the dwelling when the occupancy or use no longer complies with the criteria or standards under which the dwelling was originally approved.

No dwellings are proposed in this application. This goal does not apply.

8. The location of new dwellings must comply with density limitations intended to protect major and peripheral big game habitat.

No dwellings are proposed in this application. This goal does not apply.

9. When creation of a non-farm parcel is warranted, the size of the parcel shall be as small as possible to preserve the maximum amount of farmland in the farm parcel. Requirements may need to be imposed when non-farm parcels are allowed in farm use areas to minimize the potential for conflicts with accepted farm management practices on nearby land. These may include special setbacks, deed restrictions and vegetative screening.

The subject property represents the minimum parcel area that could reasonably remain after accommodating the permanent public transportation infrastructure and associated constraints. This parcel was created as small as possible when it was involved in a property line adjustment (PLA 24-003) that created its configuration. The goal is met.

12. OAR 660-004-0018 (2) requires that “physically developed” and “irrevocably committed” exceptions to goals, plan, and zone designations shall authorize a single numeric minimum lot size and shall limit uses, density, and public facilities and services to those:
- A. That are the same as the existing land uses on the exception site;*
 - B. That meet the following requirements:*
 - i. The rural uses, density, and public facilities and services will maintain the land as “Rural Land” as defined by the goals and are consistent with all other applicable Goal requirements; and*
 - ii. The rural uses, density, and public facilities and services will not commit adjacent or nearby resource uses to nonresource use as defined in OAR 660-004-0028; and*
 - iii. The rural uses, density, and public facilities and services are compatible with adjacent or nearby resource uses;*
 - C. For which the uses, density, and public facilities and services are consistent with OAR 660-022-0030, ‘Planning and Zoning of Unincorporated Communities’, if applicable, or*
 - D. That are industrial development uses, and accessory uses subordinate to the industrial development, in buildings of any size and type, provided the exception area was planned and zoned for industrial use on January 1, 2004, subject to the territorial limits and other requirements of ORS 197.713 and 197.714.*

The parcel is not within an unincorporated community and is not in industrial use, C and D do not apply. Marion County has adopted a rural Interchange District zone and rural

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Comprehensive Plan designation which has been acknowledged as complying with Goal 14, Urbanization. The zone ensures that rural uses will not exceed density limitations on rural land and will not commit rural uses to requiring an urban level of public facilities. The commercial uses which would be allowed under the county's ID zone would be able to be supported on solely a rural level of public services, including rural septic service, and would be similar to the types of uses found in the surrounding land to the west and at other interchanges in the County, which are zoned ID. The property cannot be farmed in conjunction with any other parcels in the area. No urban public services will be needed to serve the site. The parcels in the area already consist of properties in commercial or highway use. Based on the evidence and findings provided by the applicant and summarized here, the proposal appears to meet the criteria for a goal three exception.

13. OAR 660-004-028 specifies that a local government may adopt an exception to a goal when the land subject to the exception is irrevocably committed to uses not allowed by the applicable goal because existing adjacent uses and other relevant factors make the uses allowed by the applicable goal impracticable. It further stipulates that whether land is irrevocably committed depends on the relationship between the exception area and the adjacent land. The findings for a committed exception, therefore, must address the following:

A. The characteristics of the exception area;

B. The characteristics of the adjacent area and the lands adjacent to it; and

C. The relationship between the exception area and the lands adjacent to it; and

D. The other relevant factors set forth in OAR 660-04-028(6).

OAR 660-004-028(6) referenced above indicates that findings of fact for a committed exception shall address the following factors:

A. Existing adjacent uses;

B. Existing public facilities and services (water and sewer lines, etc.);

C. Parcel size and ownership patterns of the exception area and adjacent lands:

- (i) Consideration of parcel size and ownership patterns shall include an analysis of how the existing development pattern came about and whether findings against the Goals were made at the time of partitioning or subdivision. Past land divisions made without application of the Goals do not in themselves demonstrate irrevocable commitment of the exception area. Only if development (e.g., physical improvements*

such as roads and underground utilities) on the resulting parcels or other factors makes unsuitable their resource use or the resource use of nearby lands can the parcels be considered to be irrevocably committed. Resource and non-resource parcels created pursuant to the applicable goals shall not be used to justify a committed exception. For example, the presence of several parcels created for non-farm dwellings or an intensive commercial agricultural operation under the provisions of an exclusive farm use zone cannot be used to justify a committed exception for land adjoining those parcels.

(ii) Existing parcel sizes and contiguous ownership shall be considered together in relation to the land's actual use. For example, several contiguous undeveloped parcels (including parcels separated only by a road or highway) under one ownership shall be considered as one farm or forest operation. The mere fact that small parcels exist does not in itself constitute irrevocable commitment. Small parcels in separate ownerships are not likely to be irrevocably committed if they stand alone amidst larger farm or forest operations, or are buffered from such operations.

D. Neighborhood and regional characteristics;

E. Natural or manmade features or other impediments separating the exception area from adjacent resource land. Such features or impediments include but are not limited to roads, watercourses, utility lines, easements, or rights-of-way that effectively impede practicable resource use of all or part of the exception area;

F. Physical Development according to OAR 660-004-025; and

G. Other relevant factors.

Applicant has addressed the characteristics and relationship of the exception area and the lands adjacent to it, consistent with OAR 660-004-028, as shown in 12 (A), (B), (C) and (D) above. The land is segmented and broken off from the lands around it, due to the existence of Dolores Way, right-of-way to the east and south and Ehlen RD to the north. To the west lies more lands zoned ID and developed with a gas station, mini-mart and RV park. If this zone change were to be approved, the subject property would be consistent with this zoning and create a harmonious area of ID zoned land, appropriately buffered and separated from EFU lands in the area such that, no adverse impacts would be expected.

The subject property's relationship with other lands is the area is that it does not have any. Due to its separation from the original parcel, it has been left as wasteland, bordered on three sides by roads and a fourth is developed with a gas station.

The rural ID zone permits uses that do not require public facilities such as sewer or water.

Additionally, Ehlen Rd and Dolores Way have split off this segment of EFU land from its larger, farmable parent parcel. It is now an island constrained on all sides and too small for practicable farm use. (i) above explains how roads may be used to demonstrate that a parcel is irrevocably committed to a non-resource use, this applies here. Much of this development occurred due to ODOT completely re-building this interchange in a multi-year project.

Applicant states:

“After accounting for permanent infrastructure, easements, drainage facilities, and access limitations, the remaining area theoretically available for cultivation is approximately 1.14 acres. This isolated and constrained area does not support commercial agricultural production, does not meaningfully contribute to Oregon’s agricultural economy, and cannot be practically farmed using modern agricultural practices. The parcel cannot be reintegrated into adjacent farm operations and no longer functions as agricultural land in any practical or economic sense. The relationship between the subject property and adjacent lands further demonstrates irrevocable commitment. Surrounding development to the south and west consists of long- established highway-oriented commercial uses, including fueling stations, trucking services, and an RV park. These uses generate traffic volumes, lighting, noise, and operational characteristics that are incompatible with farm use and reflect an interchange service environment rather than an agricultural setting. While agricultural lands remain to the north and east, the subject parcel is permanently separated from those lands by public infrastructure and does not function in coordination with ongoing farm operations.

Considering the characteristics of the exception area, the characteristics of adjacent lands, and the relationship between them, continued application of Goal 3 to the subject property no longer advances the purpose of protecting agricultural land. The parcel has been permanently committed to non-resource use by public infrastructure investment and surrounding development patterns, and it is impracticable for uses allowed under Goal 3.

The proposed Comprehensive Plan Amendment and Zone Change recognize the parcel’s irrevocable commitment to non-resource use while preserving surrounding agricultural lands that remain viable and productive. The exception complies with Goal 2 and OAR 660-004-0028 and represents a logical, limited application of non-resource zoning to land that has already been removed from the agricultural land base through public action.”

To address (ii) above, Applicant owns land adjacent to this parcel, but the land is already developed with a gas station.

The proposal meets the criteria for an irrevocably committed exception to Goal 3.

ZONE CHANGE

14. The requirements for zone changes are found in MCC (Marion County Code) 17.123.060 and include:

A. *The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the goals and policies of the Comprehensive Plan and the description and policies for the applicable land use classification in the Comprehensive Plan; and*

The subject property consists of approximately 3.12 acres and is a remnant parcel created through a previously approved Property Line Adjustment to accommodate the Oregon Department of Transportation's Aurora Donald Interchange improvement project. The project included the realignment of Delores Way NE and related interchange infrastructure. The parcel is encumbered by permanent transportation facilities, an established communication tower and associated easements, a ravine, and drainage facilities associated with the interchange project. These features substantially limit the usable area of the site and have permanently altered its relationship to surrounding agricultural lands. The approved interchange plans demonstrate that the site is now bounded and influenced by roadway infrastructure that separates it from the larger agricultural land base and defines its functional context as part of an interchange area rather than a farm unit.

The property no longer possesses the characteristics necessary to support long-term commercial agricultural use. The remaining unconstrained area is limited in size, irregularly shaped, and lacks practical access for modern farm equipment. The site does not function as part of a contiguous agricultural operation and does not meaningfully contribute to Marion County's agricultural land base. The continued application of the Primary Agriculture designation no longer reflects the realities of the site.

The proposed Commercial Comprehensive Plan designation is appropriate given the property's location within an established interchange area that includes existing highway-oriented commercial uses and Interchange District zoning on adjacent and nearby properties including truck stops and gas stations. The designation recognizes that the site is irrevocably committed to non-resource use due to surrounding development, public infrastructure investments, and site-specific constraints that make agricultural use impracticable, consistent with OAR 660-004-0028.

The proposed zone is appropriate for the amended Comprehensive Plan land use designation and is consistent with the applicable goals and policies of the Marion County Comprehensive Plan. MCC 17.123.060(A) is satisfied.

B. The proposed change is appropriate considering the surrounding land uses and the density and pattern of development in the area; and

The subject property consists of approximately 3.12 acres and is constrained by permanent features including public roadways on multiple sides, an established communication tower and associated access easement, an ODOT drainage easement, and a ravine that fragments the site. These conditions isolate the parcel from surrounding agricultural lands and prevent it from functioning as part of a contiguous farm unit. The resulting development pattern places the site within an interchange environment characterized by high traffic volumes, signalized intersections, and roadway geometry that is incompatible with farm operations.

Surrounding land uses reinforce this commitment. Properties to the south and west are developed or zoned for highway-oriented commercial uses that serve Interstate 5 traffic, including an RV park, trucking facilities, and fueling stations. These uses establish the prevailing development pattern and intensity in the immediate area. While agricultural uses remain to the north and east, they are separated from the subject property by public roadways, infrastructure improvements, and topographic features that eliminate any functional agricultural relationship between the parcels.

The proposed Commercial and Interchange District zoning recognizes the site's irrevocable commitment to non-resource use and aligns the zoning designation with the existing density, pattern, and functional character of development in this interchange area. 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;

Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with future development of the subject property, consistent with its irrevocable commitment to non-resource use. The parcel was created through an approved Property Line Adjustment to accommodate the Oregon Department of Transportation's Aurora Donald Interchange improvement project, including the realignment of Dolores Way NE and related interchange infrastructure.

The property is directly accessed from Ehlen Road NE and is integrated into the interchange circulation system formed by the realigned Dolores Way NE, new intersections, and associated roadway and signal improvements constructed as part of the ODOT project. These transportation improvements define the site's long-term functional context and exist independently of this application. The roadway network serving the parcel is designed to support interchange-related activity and further reinforces that the site is no longer suitable for agricultural use.

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The subject property is located within a rural service area and will be served by on-site water and wastewater systems. Septic suitability for the parcel has already been evaluated and approved by Marion County as part of the partition and property line adjustment process, demonstrating that on-site wastewater disposal is feasible and compliant with applicable County standards.

The proposed zone change does not require the extension of urban services. Any future development of the property will be subject to separate land use and development review to ensure compliance with County standards for access, utilities, and site services. Given the existence of permanent transportation infrastructure, approved septic suitability, and the parcel's creation and configuration within an interchange environment, adequate public facilities, services, and transportation networks are in place or can be provided concurrently with future development of the property. The criterion is met.

D. The other lands in the county already designated for the proposed use are either unavailable or not as well suited for the anticipated uses due to location, size or other factors; and

The parcel was created as a result of the Oregon Department of Transportation's I-5 interchange improvements, including the realignment of Dolores Way NE, and now exists as a remnant parcel defined by roadway infrastructure and surrounding non-resource development.

The subject property is physically and functionally disconnected from the surrounding agricultural land base and is constrained by permanent features, including roadway frontage on multiple sides, an established communication tower and associated easements, drainage facilities, and topographic limitations. These conditions render the parcel impracticable for agricultural use and distinguish it from other lands-designated for commercial use that were planned and zoned without similar constraints or infrastructure impacts.

Other lands designated for commercial use in Marion County do not share the same combination of site-specific factors that define this parcel, including its formation as a remnant of a public transportation improvement, its isolation from farm operations, and its integration into an interchange circulation system. The appropriateness of commercial and Interchange District zoning on this site is therefore tied to the parcel's existing condition and context, not to the siting of a particular commercial use that could reasonably be located elsewhere.

This specific parcel has already been removed from the agricultural land base by permanent public infrastructure improvements and is irrevocably committed to non-resource use. The criterion is met.

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

The proposed zone change will not allow uses that would significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses. Accepted and expected intensive agricultural activities establish an operational intensity that is present in the surrounding area.

The subject property is physically and functionally separated from adjacent agricultural lands to the north and east by permanent features, including public roadway infrastructure associated with the I-5 interchange, a drainage ravine, and a communications tower site. To the south and west, the surrounding land use pattern is defined by existing highway-oriented commercial development, including fueling stations, a trucking operation, and an RV park. These uses generate traffic, noise and activity levels that are comparable to or greater than those typically associated with EFU uses. The subject parcel functions as a transition area between this established commercial interchange and remaining agricultural lands beyond the roadway and drainage features.

Given the intensity of uses permitted within the EFU zone, the permanent physical separation created by public infrastructure and drainage facilities, and the existing commercial activity in the interchange area, the application of Commercial and Interchange District zoning to the subject parcel will not significantly adversely affect allowed farm uses on adjacent properties. The parcel's irrevocable commitment to non-resource use ensures that future development will occur within a context where agricultural and non-agricultural intensities already coexist. Any future development of the site will remain subject to applicable development standards and review procedures designed to address compatibility

This proposal makes the best use of the Applicant's vacant land. The proposal is consistent with surrounding uses that comprise commercial, residential, and quasi-public uses on surrounding lands. Applicant has shown how the parcel can be served by well and septic and that uses allowed will not be too intensive for the area.

Based on the information submitted by Applicant, the criteria for a zone change from Exclusive Farm Use (EFU) to Commercial (C) are satisfied.

VII. Recommendation

It is hereby found that Applicant has met the burden of proving the applicable standards and criteria for a zone change and comprehensive plan change to change the zone from EFU (Exclusive Farm Use) to ID (Interchange District) zone and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to Statewide Planning

ZC CP 25-004 – RECOMMENDATION

Jubitz Corporation

Page 19

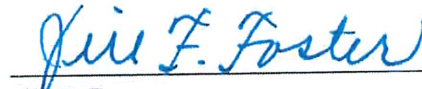
Goal 3 (Agricultural Lands) on a 3.12 acre parcel located in the 12000 block of Ehlen Rd NE, Aurora. The Hearings Officer recommends that the Marion County Board of Commissioners GRANT the Application subject to the following conditions that are necessary for the public health, safety, and welfare:

1. Applicant shall obtain all permits required by the Marion County Building Inspection Division.
2. All future development on the property must satisfy the specific development standards in the ID zone, chapter 17.150 and the general development standards found in chapter 17.112, 17.113 and 17.118 of the Marion County Code.

VIII. Referral

This document is a recommendation to the Marion County Board of Commissioners. The Board will make the final determination on this Application after holding a public hearing. The Planning Division will notify all parties of the hearing date.

DATED at Salem, Oregon, this 22nd day of April, 2026.



Jill F. Foster

Marion County Hearings Officer

Land Use Planning Web Map



8/26/2026, 12:48:20 PM

- | | | | | |
|-------------------------------|---------------------|--------------------|-----------------------|-------------------|
| Roadways | City Roads | Commercial | Industrial/Commercial | Urban Development |
| State Roads | Federal Roads | Commercial General | Multi Residential | Urban Transition |
| County Roads | Private Roads | Commercial Office | Public | UGBs |
| NCR, Limited Maintenance | Parcels | EFU | Single Residential | County Boundary |
| Non County Roads | MC Zoning | Farm Timber | Special Agriculture | City Boundaries |
| County Owned, City Maintained | Acreage Residential | Industrial | Timber Conservation | |



MC IT-GIS, MC PW, MC-ASR, MC-IT GIS, MC-Planning, MC-IT GIS, MC IT-GIS, MC Planning, Oregon Metro, Bureau of Land Management, State of

Public Works Planning



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 23, 2026

Department: Public Works

Title:

Consider adoption of an administrative ordinance granting Zone Change/Comprehensive Plan Change 26-001/TIBA Incorporated

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

Time Required: 5 min Contact: Alex Seifer Phone: 503-566-4162

Requested Action:

Staff recommended motion: Approve the administrative ordinance approving Zone Change/Comprehensive Plan Change 26-001/TIBA Incorporated.
Other motion options for consideration are:
1. Direct staff to make changes and approve a modified ordinance.
2. Not approve the ordinance.

Issue, Description
& Background:

The Marion County Hearings Officer held a duly noticed hearing on the application on April 16, 2026. On April 28, the Hearings Officer issued a recommendation to approve Zone Change/Comprehensive Plan Change 26-001/TIBA Incorporated. The Board held a duly noticed hearing on the application on May 20th, 2026 and approved the application.

The ordinance and findings have been prepared and notice of adoption was given on September 16, 2026.

Financial Impacts:

None

Impacts to Department
& External Agencies:

None

List of attachments:

Ordinance

Presenter:

Alex Seifer

Department Head
Signature:

for Brandon Risch

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

In the Matter of the	)	Case No. 26-001
Application of:	)	Zone Change/Comprehensive
TIBA INCORPORATED	)	Plan Change

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 TIBA INC. for a zone change and comprehensive plan change to change the zone from SA (Special Agriculture) to C (Commercial) and to change the comprehensive plan designation from Special Agriculture to Commercial, with an exception to Statewide Planning Goal 3 (Agricultural Lands) on a 24.88-acre parcel located at 5355 Gaffin Rd SE, Salem (T8S; R2W; Section 5A; Tax lot 100).

SECTION II. Procedural History

The Marion County Hearings Officer held a duly noticed public hearing on April 16, 2026, and on April 28, 2026, issued a recommendation the Board approve the application. The Board held a duly noticed public hearing on the application on May 20, 2026, and considered the Planning Division file, the Hearings Officer's recommendation, 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 Exhibit A, attached hereto, and by this reference incorporated herein.

SECTION IV. Action

The requested zone change from EFU (Exclusive Farm Use) to C (Commercial) and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to Statewide Planning Goal 3 (Agricultural Lands) on a 24.88-acre parcel 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 17.110.660 to reflect the new zoning subject to conditions identified in Exhibit A, 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)
)
)
TIBA, INCORPORATED)
)

Case No. 26-001

**ZONE CHANGE AND COMPREHENSIVE
PLAN CHANGE**

RECOMMENDATION

I. Nature of the Application

This matter is before the Marion County Hearings Officer on the Application of TIBA, INCORPORATED to change the zone from SA (Special Agriculture) to C (Commercial) and to change the Comprehensive Plan designation from Special Agriculture to Commercial on 24.88-acres, located at 5355 Gaffin Road SE, Salem (T8S; R2W; Section 05A; tax lot 100).

II. Relevant Criteria

The standards and criteria relevant to this Application are found in the Marion County Comprehensive Plan (Rural Development Policies, Rural Services Policy), and the Marion County Code (MCC) Title 17, especially MCC 17.123 (Zone Change), MCC 17.137 (Special Agriculture), and MCC 17.145 (Commercial Zone). Policies relevant to this Application are also found in the State of Oregon Statewide Planning Goals (particularly Goal 3), and Oregon Administrative Rules 660, Division 4 (Goal Exception Process).

III. Public Hearing

A public hearing was held on this matter on April 16, 2026. The Planning Division file was made part of the record. The following persons appeared and provided testimony on the Application:

- | | | |
|----|-----------------------------|---------------------------------|
| 1. | Alexander Seifer | Marion County Planning Division |
| 2. | Lindsey King (PNW Planning) | Representative for Applicant |
| 3. | Ray Baker | In Support of Application |
| 4. | Jason Briggs | General Comments |

No documents were presented, marked, or entered into the record as exhibits. No objections were raised as to notice, jurisdiction, conflicts of interest, or to evidence or testimony presented at the hearing.

IV. Executive Summary

The matter before the hearings officer is the application of TIBA, INCORPORATED to change the zone from SA (Special Agriculture) to C (Commercial) and to change the Comprehensive Plan designation from Special Agriculture to Commercial on 24.88-acres, located at 5355 Gaffin Road SE, Salem.

The subject property previously had a hay compaction operation, but operations ceased before 2020. No immediately adjacent parcels except perhaps one to the west are in farm production. This parcel appeared to have bee hives, but witness testimony indicated that there are no active hives. Gaffin Road is located near SR22 and Culver Drive. The Amazon warehouse and delivery facility and Salem-Keizer School District Transportation Center are located on Gaffin Road and are established industrial and commercial uses.

There are close to 185-acres of commercial or industrial zoned parcels in the area between Culver Drive and SR22, as compared to about 150-acres of SA zoned parcels, which indicates that the majority of the local area is dedicated to industrial or commercial uses. Approval of the zone change would make the subject property consistent with most of the zoning and match existing development.

It is hereby found that Applicant has met the burden of proving the applicable standards and criteria for a zone change and comprehensive plan change to change the zone from SA (Special Agriculture) to C (Commercial) and to change the Comprehensive Plan designation from Special Agriculture to Commercial on 24.88-acres, located at 5355 Gaffin Road SE.

The Hearing Officer recommends that the Marion County Board of Commissioners GRANT the Application subject to certain conditions that are necessary for public health, safety, and welfare.

V. Findings of Fact

The Hearings Officer, after careful consideration of the testimony and evidence in the record, issues the following finding of fact:

1. This matter is the Application of TIBA Inc to change the zone from SA (Special Agriculture) to C (Commercial) and to change the Comprehensive Plan designation from Special Agriculture to Commercial on 24.88-acres, located at 5355 Gaffin Road SE, Salem (T8S; R2W; Section 05A; tax lot 100).
2. The property is located on the north side of Gaffin Rd SE, approximately 2,900 feet northeast of Gaffin Road's interchange onto SR22. The property was the subject of two previous land use cases, CU92-018 and CU20-038, and is legal for land use purposes.
3. Properties directly to the west and north are zoned SA (Special Agriculture), which contain a mix of small acreage residences and small-scale farming operations, essentially all being less than 15-acres in size. All other adjacent parcels are located within Salem City limits and developed with industrial uses. These include an Amazon Locker facility, RV storage, and a Salem-Keizer School District transportation center.
4. The Marion County Planning Division requested comments on the proposal from various government agencies. The following comments were received:

Marion County Public Works Land Development and Engineering (LDEP) provided the following comments:

ENGINEERING ADVISORIES

Applicant should also be aware of the following:

- A. PW Engineering has no action items for the proposed Zone Change itself.
- B. The following are PW Engineering advisories for future further development:
 - A storm water detention system had been designed, permitted (#UR05-055) and constructed serving the two rear (northern) buildings. Based upon review of aerial imagery, the detention system has likely been either partially or completely obliterated as a result of undocumented land clearing and grading activities over time. Future development will need to address recouping any loss of that system as well as for any new development.
 - The subject property is situated within the County's Stormwater Management Area (SWMA). Future development, as well as any required recoupment of the original system described above, will need to include water quality treatment as part of an overall stormwater system.
 - Marion County has jurisdiction over construction erosion permitting for total ground disturbances within the SWMA ranging from 0.25-acre to just under 5-acres.
 - Authorization for permanent full-time Culver Road access is not anticipated. However, secondary, gated fire-only access to Culver Road could potentially be authorized if required by the local fire department.
 - Transportation System Development Charges (SDCs) will be assessed at the time of application for building permits, including for any required Change-in-Occupancy of an existing structure.
 - County GIS depicts a mapped seasonal ditch traversing the subject property that appears from review of aerial imagery to have been realigned in conjunction with the aforementioned undocumented grading activities.

Marion County Building commented the following: "No Building Inspection concerns. Permit(s) are required to be obtained prior to any proposed development of structures and/or utilities installation on private property. Permit history appears to indicate the existing structures on the subject property were properly permitted as commercial agricultural structures. A more thorough review of these records can be performed to provide a more formal determination of these structures, if necessary. Please contact Marion County Building Inspection to request this information."

Friends of Marion County: provided comments in opposition to the proposal. The comments argue that the Applicants provided insufficient evidence to demonstrate the parcel cannot be farmed and that there will be a cascading effect of committing additional resource lands in the area to non-resource use.

At the time of this staff report all other contacted agencies either failed to respond or stated no objection to the proposal.

5. Alex Seifer presented the staff report and stated that there have been two prior land use actions with respect to the subject property, CU 92-018 and CU 20-038. Mr. Seifer stated that the neighboring parcel does not have active farming operations. Mr. Seifer also noted that there is a large Amazon facility near the subject property which has already brought more intensive uses to the area. The majority of the parcel is developed and any additional development would not be expected to have any additional impact on the surrounding agricultural and rural residential lands. Mr. Seifer stated that Marion County Planning recommends approval of the application subject to recommended conditions of approval.
6. Lindsey King, Pacific Northwest Planning, Applicant Representative, testified at the hearing. Ms. King stated that there are no farming operations on the subject property, and that the property was permanently disqualified for tax deferral more than twenty years ago. 17 of the 24 acres are dedicated to commercial use, and the remainder of the property includes mapped wetlands and poor soils. Ms. King stated that the proposal qualifies for an irrevocably committed and physically developed exception to Statewide Goal 3.
7. Ray Baker testified at the hearing in favor of the application. Mr. Baker addressed the adjacent property where bees were raised at one time. Mr. Baker indicated that the bees were diseased, and that there do not appear to be any active hives. Mr. Baker indicated that there may be a few sheep in the pasture, there is no active farming occurring on adjacent property.
8. Jason Briggs testified at the hearing. Mr. Briggs presented general comments and is not necessarily in favor of or opposed to the application. Mr. Briggs noted that there are lots of trucks on Gaffin Road, and that urban growth is happening with the impact of the Amazon facility. Mr. Briggs addressed use of Culver Road for access. Mr. Briggs also noted concerns about wetlands and water detention with road improvements.
9. Alex Seifer responded to Mr. Briggs' concerns and indicated that MCLDEP provided comments about water detention and provided comments regarding future development. Mr. Seifer indicated that it is not anticipated that access would be off Culver except as an emergency or secondary exit.

V. Additional Findings of Fact and Conclusion of Law

1. This is a recommendation to the Marion County Board of Commissioners (BOC). The BOC is the final decision-making authority.

2. Applicant has the burden of proving compliance with all applicable criteria 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).

3. MCC 17.123.020 provides that a quasi-judicial zone change may be initiated by a property owner consistent with the application requirements of MCC 17.119.020 and 17.119.025.

The proposed zone change has been initiated by the legal property owner. The application includes the required ownership information, completed application materials, and written findings addressing the applicable approval criteria. The request has been properly initiated and is before the County for review through the quasi-judicial process.

GOAL EXCEPTION

4. Land use applications of this nature must be consistent with Statewide Planning Goals. In this specific case, the subject parcel is covered by Statewide Goal 3 (Agriculture Land). There is a mechanism, however, for not applying the Goal to areas with certain characteristics. This mechanism is the Goal exception process that requires specific findings justifying why such lands are not available for resource use. There are three types of exceptions to Statewide Goals that may be granted. The first two are based on the concept that the subject property is “physically developed” or “irrevocably committed” to a certain use. The third is a “reasons” exception where there is a demonstrated need for the proposed use or activity. In this case, the applicant indicated that the proposal qualifies for an irrevocably committed and physically developed exception.

STATEWIDE PLANNING GOALS

5. Proposals to amend the comprehensive plan must be consistent with the Statewide Planning Goals:

Goal 1: Citizen Involvement. The notice and hearings process provides an opportunity for citizen involvement. The goal is satisfied.

Goal 2: Land use Planning. The subject application would change the zoning. The Hearings Officer makes a recommendation to the Marion County Board of Commissioners who will make the decision on behalf of the County. Marion County Planning division requested comments from various governmental agencies, and their comments are included. The goal is satisfied.

Goal 3: Agricultural Lands. Applicant seeks an exception, which is addressed in detail herein.

Goal 4: Forest Lands. The subject property has not been determined to be forest land. This goal does not apply.

Goal 5: Open Spaces, Scenic and Historic Areas and Natural Resources. The Marion County Comprehensive Plan does not identify any significant open spaces, scenic and historic areas and natural resources on the subject property.

Goal 6: Air, Water and Land Resources Quality. The subject property is not within an identified air quality area. The property is not located in the Sensitive Groundwater Overlay Zone. No activities have been proposed on the property that would use significant amounts of groundwater. Any single commercial use of water using less than 5,000 gallons per day is exempt from water right permitting requirements of the Oregon Department of Water Resources, as long as the water is used for a “beneficial purpose without waste” and may be subject to regulation in times of water shortage.

Goal 7: Areas Subject to Natural Disasters and Hazards. The subject property is not within an identified floodplain or geologic hazards area. This goal is not applicable.

Goal 8: Recreation Needs. No Goal 8 resources are identified on the property. This goal does not apply.

Goal 9: Economic Development. Because the proposal is a rural commercial designation supported by a Goal 3 exception and does not involve urbanization or expansion of urban services, it is consistent with Goal 9.

Goal 10: Housing. This goal applies to housing within an urban growth boundary. This goal does not apply.

Goal 11: Public Facilities and Services. The subject parcels do not require an extension of services with a C (Commercial) zone use, this goal is satisfied.

Goal 12: Transportation. If the zone is changed to Commercial, the existing development will not have a significant impact on the roadway system in this area because of the minimal number of trips associated with the existing uses and the adequacy of the roadway to accommodate the probable level of additional traffic. ODOT did not identify any concerns with the proposal.

Goal 13: Energy Conservation. The proposal will result in an increase in commercial activity in the area and will require additional energy consumption. However, the increase in energy consumption will not be beyond what can be handled by existing infrastructure. The presence of a substation and the ability of the existing infrastructure to handle more energy intensive uses on neighboring properties demonstrate the sufficiency of the system. This goal is met.

Goal 14: Urbanization. Applicant proposes to rezone Special Agriculture to Commercial outside of the urban growth boundary. Goal 14 does not apply.

Goals 15-19 are not applicable because the subject property is not within the Willamette River Greenway, or near any ocean or coastal-related resources.

COMPREHENSIVE PLAN AMENDMENT

6. All Comprehensive Plan changes are subject to review by the State Department of Land Conservation and Development (DLCD). The DLCD was notified as required by State Law and did not comment prior to this report being prepared.
7. The Marion County Comprehensive Plan (MCCP) establishes procedures to be used when considering plan amendments. Plan changes directly involving 5 or fewer property owners will be considered a quasi-judicial amendment. The amendment will be reviewed by the zone change procedures established in MCC 17.123. A plan amendment of this type may be processed simultaneously with a zone change request with the zone change procedure outlined in Chapter 17.123 of the MCRZO. The subject property is comprised of one tax lot with one property owner. The proposal can therefore be considered under the quasi-judicial amendment process.
8. The MCCP does not contain specific review criteria for plan amendments; however, any amendment must be consistent with its applicable goals and policies. The goals and policies that apply in this case are located in the Rural Development Chapter and include policies for areas designated Commercial.
9. Rural Service Policies:
 - A. *"Strip-type" commercial or residential development along roads in rural areas shall be discouraged.*
 - B. *Rural industrial, commercial, and public uses should be limited primarily to those activities that are best suited to a rural location and are compatible with existing rural developments and agricultural goals and policies.*

No strip-type development is proposed. The majority of the parcel is currently developed, and any additional development would not be expected to have any additional impact on surrounding agricultural and rural residential lands. The applicant did not show any additional proposed development on the site plan but indicated that the proposal will utilize the existing structures developed on the property for previously approved commercial use. Gaffin Road is a paved Marion County jurisdiction road that changes to a City of Salem jurisdiction road at the end of the subject parcel's frontage along Gaffin Rd. Access is currently granted and controlled by Marion County LDEP. Currently there are established industrial uses that generate significant traffic located on the city jurisdiction parcels to the southeast, primarily in the form of an Amazon Locker facility and Salem-Keizer School District Transportation Center. The proposed change to commercial zoning will have an impact on the traffic on Gaffin Rd, but the area is already commercially developed with roads that can handle the expected increases in traffic. Marion County LDEP has not identified any concerns and not requested any road upgrades or a TIA, therefore indicating the existing rural road development is suited for the proposal. The rural Commercial zone permits uses that do not require public facilities such as sewer or water in order to allow for commercial development outside of urbanized areas, allowing it to be in harmony with Goal 14. As such, the new zone will restrict new uses to only those that can be supported without requiring connections to utilities and services found only in urban areas.

Goal 3 Exception

10. OAR 660-004-0018 (2) requires that “physically developed” and “irrevocably committed” exceptions to goals, plan, and zone designations shall authorize a single numeric minimum lot size and shall limit uses, density, and public facilities and services to those:
- A. *That are the same as the existing land uses on the exception site;*
 - B. *That meet the following requirements:*
 - i. *The rural uses, density, and public facilities and services will maintain the land as “Rural Land” as defined by the goals and are consistent with all other applicable Goal requirements; and*
 - ii. *The rural uses, density, and public facilities and services will not commit adjacent or nearby resource uses to nonresource use as defined in OAR 660-004-0028; and*
 - iii. *The rural uses, density, and public facilities and services are compatible with adjacent or nearby resource uses;*
 - C. *For which the uses, density, and public facilities and services are consistent with OAR 660-022-0030, ‘Planning and Zoning of Unincorporated Communities’, if applicable, or*
 - D. *That are industrial development uses, and accessory uses subordinate to the industrial development, in buildings of any size and type, provided the exception area was planned and zoned for industrial use on January 1, 2004, subject to the territorial limits and other requirements of ORS 197.713 and 197.714.*

A majority of the subject parcel is currently developed. Applicant’s analysis determined that approximately 17 of the 24.88 acres are dedicated to existing commercial use. It is not within an unincorporated community and is not in industrial use. Marion County has adopted a rural commercial zone which has been acknowledged as complying with Goal 14, Urbanization. The zone ensures that rural uses will not exceed density limitations on rural land and will not commit rural uses to requiring an urban level of public facilities. The commercial uses which would be allowed under Marion County’s Commercial zone would be able to be supported on solely a rural level of public services, including rural septic service, and would be similar to the types of uses found in the surrounding land to the east, which is zoned for industrial uses by the City of Salem. While there are parcels to the north and west that are zoned Special Agriculture, because of the existing development in the immediate area, most in the vicinity are in residential or commercial use and are not being farmed or are being farmed at a small scale. The property cannot be farmed in conjunction with any other parcels in the area easily, as the portions of the subject property abutting neighboring farm uses consist of hydric soils not suitable for commercial agriculture or are the sections of the property developed with the existing commercial use. No urban public services will be needed to serve the site. The parcels in the area

already consist of commercial or residential use. Based on the evidence and findings provided by Applicant, the proposal meets the criteria under the above section.

11. OAR 660-004-028 specifies that a local government may adopt an exception to a goal when the land subject to the exception is irrevocably committed to uses not allowed by the applicable goal because existing adjacent uses and other relevant factors make the uses allowed by the applicable goal impracticable. It further stipulates that whether land is irrevocably committed depends on the relationship between the exception area and the adjacent lands. The findings for a committed exception, therefore, must address the following:

- A. The characteristics of the exception area;*
- B. The characteristics of the adjacent area and the lands adjacent to it; and*
- C. The relationship between the exception area and the lands adjacent to it; and*
- D. The other relevant factors set forth in OAR 660-04-028(6).*

OAR 660-004-028(6) referenced above indicates that findings of fact for a committed exception shall address the following factors:

- A. Existing adjacent uses;*
- B. Existing public facilities and services (water and sewer lines, etc.);*
- C. Parcel size and ownership patterns of the exception area and adjacent lands:*
 - (i) Consideration of parcel size and ownership patterns shall include an analysis of how the existing development pattern came about and whether findings against the Goals were made at the time of partitioning or subdivision. Past land divisions made without application of the Goals do not in themselves demonstrate irrevocable commitment of the exception area. Only if development (e.g., physical improvements such as roads and underground utilities) on the resulting parcels or other factors makes unsuitable their resource use or the resource use of nearby lands can the parcels be considered to be irrevocably committed. Resource and non-resource parcels created pursuant to the applicable goals shall not be used to justify a committed exception. For example, the presence of several parcels created for non-farm dwellings or an intensive commercial agricultural operation under the provisions of an exclusive farm use zone cannot be used to justify a committed exception for land adjoining those parcels.*
 - (ii) Existing parcel sizes and contiguous ownership shall be considered together in relation to the land's actual use. For example, several contiguous undeveloped parcels (including parcels separated only by a road or highway) under one ownership shall be considered as one farm or forest operation. The mere fact that small parcels exist does not in itself constitute irrevocable commitment. Small*

parcels in separate ownerships are not likely to be irrevocably committed if they stand alone amidst larger farm or forest operations, or are buffered from such operations.

- D. Neighborhood and regional characteristics;*
- E. Natural or manmade features or other impediments separating the exception area from adjacent resource land. Such features or impediments include but are not limited to roads, watercourses, utility lines, easements, or rights-of-way that effectively impede practicable resource use of all or part of the exception area;*
- F. Physical Development according to OAR 660-004-025; and*
- G. Other relevant factors.*

OAR 660-004-0028 requires showing that farm use is impracticable, not merely inconvenient. Applicant has addressed the characteristics and relationship of the exception area and the lands adjacent to it, consistent with OAR 660-004-028, as shown in 12 (A), (B), (C) and (D) above. The subject property is directly adjacent to industrial zoned land within the City of Salem (without even a road as a buffer), and the majority of the surrounding area is already dedicated to industrial or commercial uses.

The subject parcel is bordered on all sides by features that act as barriers to other farmland in the area. To the northeast is the right-of-way for Culver Drive and to the southwest is the right-of-way for Gaffin Rd. All farm use on the subject property ceased approximately six years ago, and the buildings are in disrepair. To the southeast there are industrial parcels within the City of Salem that are developed with a substation and Amazon locker facility. The parcels to the west are still zoned SA and contain some farm uses, but most of these farm uses are small operations consisting of less than 10-acres. There does not appear to be active farming on the adjacent parcel. The rest of the parcels are either developed as small acreage residences or are made up of hydric soils with low viability for farm use. The soils on the subject parcel that border these SA zoned parcels are also hydric and are not desirable for farm use. According to the "Soils – Predominantly Hydric Soil Map Units" layer in the Marion County Land Use Planning GIS tool, the open field area bordering Culver Dr consists of amity silt loam soils, which the tool's description states is prime farmland if drained. Considering the presence of wetlands on the subject property, installation of drainage tiles on these soils may risk non-compliance with Wetland Conservation Compliance provisions and could result in a farmer becoming ineligible for federal assistance from United States Department of Agriculture programs, according to the "Farm Bill Eligibility and Tile Drainage" pamphlet from the Natural Resources Conservation Service. These drainage regulations further limit the potential use of the property for traditional agriculture on its own or with contiguous properties.

Further, the subject property does not possess an irrigation water right necessary to support commercial-scale agricultural operations or other intensive farm uses commonly associated with lands protected under Statewide Planning Goal 3. The parcel is served by a domestic well, which the Oregon Water Resources Department has confirmed through the attached well log; however,

the record does not demonstrate the existence of a legal irrigation water right sufficient to support sustained commercial agricultural production.

Goal 3 is intended to preserve and maintain agricultural lands for farm use; however, the subject property lacks a key resource necessary to support viable agricultural production. Without a legal irrigation water right, the property is constrained in its ability to support irrigated crops, productive pasture, or other higher-value agricultural activities that typically justify continued agricultural designation and zoning. The absence of irrigation water substantially limits the property's capability for sustained commercial agricultural use consistent with the intent of Goal 3.

The relationship between the subject property and the surrounding area has changed significantly in the past 20 years. On December 31st, 2005, there was no commercial or industrial development on the adjacent parcels. By July 9th, 2010, the Amazon Locker facility and the neighboring power transformer installation were constructed, cutting the subject parcel off from any open farmable land to the southeast, and the beginning stages of the Salem/Keizer School District bus depot were in place across Gaffin rd. In the following 16 years, the area underwent progressive development, including development of apartment complexes, a self-storage facility and gas station at the intersection of Cordon Rd and Gaffin Rd; expansion of the parking area for the Amazon facility; creation of Gaia St SE to the southeast; and most recently the full development of the school district vehicle depot in 2022, which cumulatively was the tipping point here.

The subject property's current relationship with other lands in the area is that it acts as a transitional parcel between the small farm and residentially used parcels and the fully developed industrial and commercial parcels in the City of Salem's jurisdiction. While it contains open space, those undeveloped areas contain the most hydric soils and are the least suitable soils for farming in the area. The property is also significantly developed with structures that allow it to serve commercial uses, and attempting to farm the subject parcel in conjunction with a neighboring property would require a specialized type of agricultural not requiring available soil.

There are close to 185-acres of commercial or industrial zoned parcels in the area between Culver DR and SR22, as compared to about 150-acres of SA zoned parcels, demonstrating that the majority of the local area is dedicated to industrial or commercial uses. If this zone change were to be approved, the subject property would be consistent with this zoning and match existing development that dominates the local area. Additionally, the subject property is the largest SA zoned parcel in the local area with the exception of a 91.10-acre parcel roughly 2,500 feet to the northeast. The applicant addresses this outlier in their analysis, showing that this one large parcel is significantly disconnected from the local area of the subject parcel by several small properties and 2 different road rights-of-way. The rest of the parcels in their area of analysis are around 10-acres or less in size and almost none are under contiguous ownership. Applicant states that none of the parcels in farm use within their area of analysis constitute significant farming operations because of this parcel size and ownership pattern, further isolating the subject property as far as being able to incorporate into a larger farming operation.

OAR 660-004-0028(6)(c)(B) provides that "Small parcels in separate ownerships are more likely to be irrevocably committed if the parcels are developed, clustered in a large group or clustered around a road designed to serve these parcels." The maps and other information in the record

demonstrate that there is such a pattern of small parcels in separate ownerships that are developed, clustered in a large group, and clustered around a significant road designed to serve these clustered parcels. This describes the surrounding area and further demonstrates irrevocable commitment.

As addressed above, the rural Commercial zone permits uses that do not require public facilities such as sewer or water, which the parcel currently lacks access to.

The proposed Rural Commercial designation more accurately reflects the property's existing resource limitations and operational characteristics. Any proposed use is anticipated to require substantially less water than commercial agricultural operations and can be served through lawfully available domestic or other approved non-irrigation water sources. As such, the proposal would not remove from commercial agricultural production land that is currently viable, irrigated, or capable of sustained farm use at a level Goal 3 is intended to protect.

Moreover, approval of the requested amendments would not establish a precedent for the conversion of productive agricultural lands generally. The justification for the proposal is based on the cumulative total specific circumstances of this property, including being adjacent on two sides to industrially zoned land in the City of Salem (with the subject property's longest boarder being immediately adjacent to industrial zoned land in the City of Salem without even a road in between as a buffer), the majority of the surrounding area being already dedicated to industrial or commercial uses, the absence of a legal irrigation water right, the resulting limitations on agricultural productivity, and the site's reduced suitability for long-term commercial farm use. These site-specific conditions distinguish the property from surrounding resource lands that possess the necessary characteristics to support viable agricultural operations. The proposed Rural Commercial designation for this property would not irrevocably commit adjacent lands to the north, as those lands do not currently (and still would not after this decision) share the same unique circumstance of being immediately adjacent to industrially zoned land in the City of Salem. Indeed, the subject property is the only SA property between Culver Rd and Gaffin Rd that is immediately adjacent to industrially zoned land in the City of Salem without a road in between as a buffer.

The record contains substantial evidence supporting the conclusion that the subject property is not well suited for long-term commercial agricultural use as contemplated under Goal 3, and that the proposed Comprehensive Plan amendment and corresponding zone change are justified and consistent with the intent and purposes of Statewide Planning Goal 3.

With limited space available on the parcel for traditional farming methods, natural and development barriers to other farm parcels in the area, and the land use pattern in the immediate area consisting mostly of uses not involving commercial agriculture, the subject parcel is, through this confluence of factors, irrevocably committed to non-farm use. The criterion is met. The applicant argues that the exception area is characterized by existing development that is not being farmed due to soils and topography. No immediately adjacent parcels except one to the west are in farm production. The property is bordered on the southwest and northeast by public roads and industrially zoned parcels to the southeast. The parcels to the northwest are either small parcels in residential use or contain a significant amount of hydric soils that make farming difficult (see Applicant's Exhibits 1, 2, and 4).

ZONE CHANGE

12. The requirements for zone changes are found in MCC (Marion County Code) 17.123.060 and include the following criteria:
 - A. *The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the goals and policies of the Comprehensive Plan and the description and policies for the applicable land use classification in the Comprehensive Plan; and*
 - B. *The proposed change is appropriate considering the surrounding land uses and the density and pattern of development in the area; and*
 - C. *Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property; and*
 - D. *The other lands in the county already designated for the proposed use are either unavailable or not as well suited for the anticipated uses due to location, size or other factors; and*
 - E. *If the proposed zone allows uses more intensive than uses in other zones appropriate for the land use designation, the new zone will not allow uses that would significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses.*

The Commercial zone is the only zone that implements the rural Commercial designation in the Marion County Comprehensive Plan (MCCP). The MCCP policies that address designating property as Commercial were addressed herein and the proposal is in compliance based on the evidence presented in the goal exception section of this report. The proposal is consistent with surrounding uses that comprise commercial, residential, and quasi-public uses on surrounding lands. Based on the information submitted by Applicant, the criteria for a zone change are satisfied by the proposal.

VII. Recommendation

It is hereby found that Applicant has met the burden of proving the applicable standards and criteria for a zone change and comprehensive plan change to change the zone from SA (Special Agriculture) to C (Commercial) and to change the Comprehensive Plan designation from Special Agriculture to Commercial on 24.88-acres, located at 5355 Gaffin Road SE. The Hearings Officer recommends that the Marion County Board of Commissioners GRANT the Application subject to the following conditions that are necessary for the public health, safety, and welfare:

1. The applicant shall obtain all permits required by the Marion County Building Inspection Division, including any permits for septic.

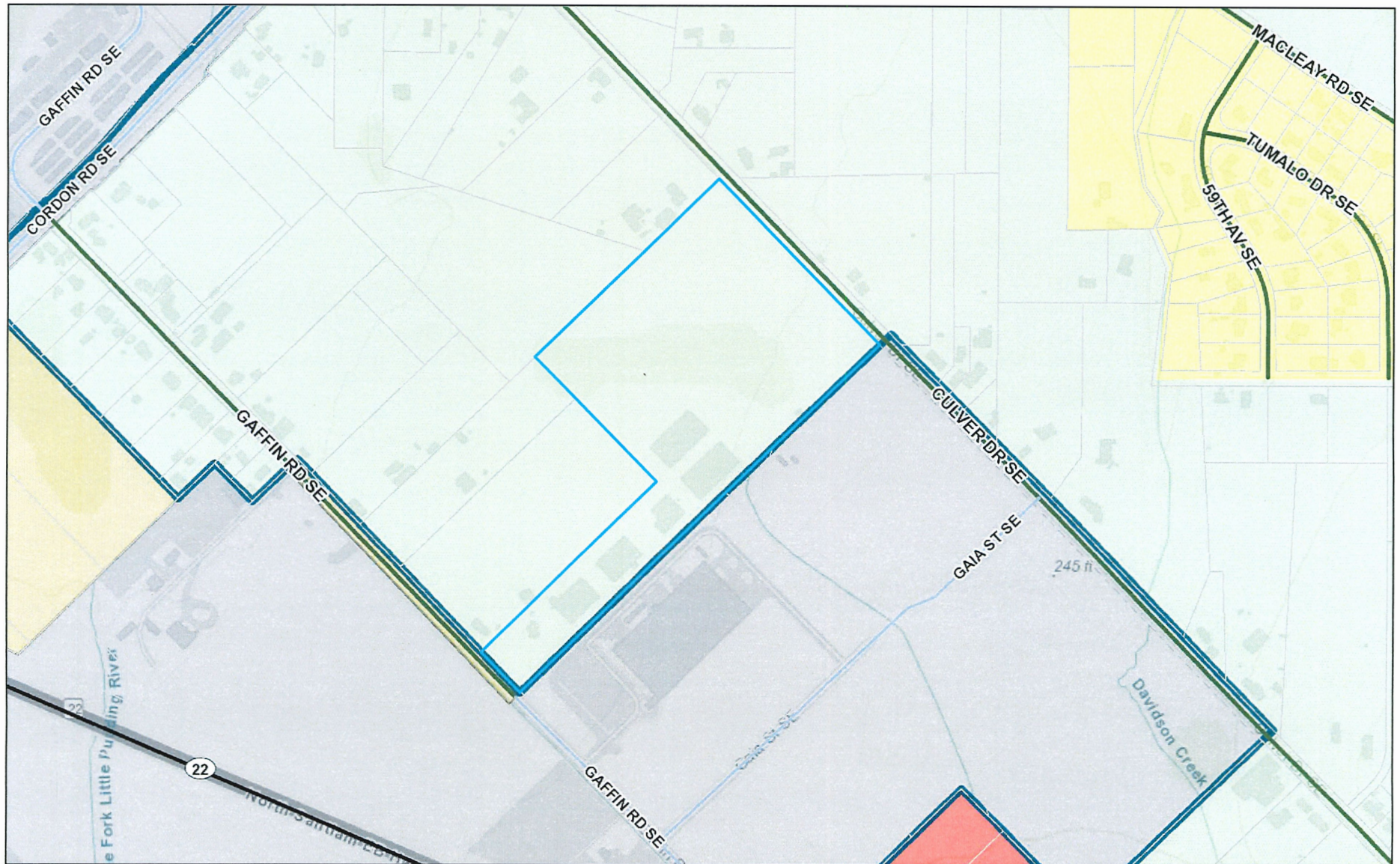
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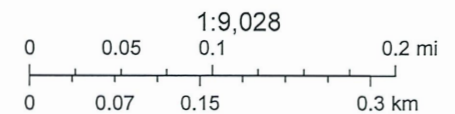
2. All future development on the property must satisfy the specific development standards in the rural C zone, Chapter 17.145, and the general development standards found in chapter 17.112, 17.113, and 17.118 of the Marion County Code.
3. Landscaping or screening shall be provided in the manner described by MCC 17.145.090 (B) adjacent to property lines that abut Special Agriculture zones or other resource zones, in addition to residential zones, when new commercial development is proposed.
4. Applicants should contact Marion County Land Development and Engineering (503-584-7714) for additional Engineering Requirements and Advisories, listed in Finding of Fact No. 4 above, that may be required.

Land Use Planning Web Map



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Roadways		City Roads	Commercial	Industrial/Commercial	Urban Development
State Roads		Federal Roads	Commercial General	Multi Residential	Urban Transition
County Roads		Private Roads	Commercial Office	Public	UGBs
NCR, Limited Maintenance		Parcels	EFU	Single Residential	County Boundary
Non County Roads	MC Zoning		Farm Timber	Special Agriculture	City Boundaries
County Owned, City Maintained	Acreage Residential		Industrial	Timber Conservation	



MC IT-GIS, MC PW, MC-ASR, MC-IT GIS, MC-Planning, MC-IT GIS, MC IT-GIS, MC Planning, City of Salem, Oregon, Oregon Metro, Bureau of Land

Public Works Planning