



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, October 1, 2025
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PROCLAMATIONS

BOARD OF COMMISSIONERS

1. Consider approval of a proclamation declaring October 19-25, 2025, as National Hands & Words Are Not For Hurting® Week in Marion County. –Ann Kelly and Ariana Jahanshir, Hands & Words Are Not For Hurting Project; and Nicole Utz, Salem Housing Authority.

DISTRICT ATTORNEY'S OFFICE

2. Consider approval of a proclamation declaring the month of October 2025 as Domestic Violence Awareness Month in Marion County. –Paige Clarkson, Pami Guerra, and Ashley Carson, Center for Hope and Safety.

CONSENT

BOARD OF COMMISSIONERS

3. Approve the Contract for Services with CFM Strategic Communications, Inc. in the amount of \$349,920 to provide federal lobbying services for Marion County's Legislative Program, federal grants, and long-term economic development strategies retroactive to September 1, 2025, through August 31, 2028.

COMMUNITY SERVICES

4. Approve Amendment #2 to the Intergovernmental Agreement (IGA) with the Mid-Willamette Valley Council of Governments to add federal Community Development Block Grant (CDBG) funding in the amount of \$283,677 for a new IGA total of \$2,172,824 for reimbursement of notarization and travel expenses to help support the management of the Homeowner Residential Rehabilitation Program through May 30, 2027.

5. Approve Amendment #2 to the Contract for Services with DevNW to add federal Home Investment Partnerships Program (HOME) grant funding in the amount \$62,500 for a new contract total of \$142,500 to update language related to compensation and extend the term of the agreement to December 31, 2026, for management of Marion County's Home Buyer Assistance Program.

HEALTH AND HUMAN SERVICES

6. Approve the Contract for Services with BH-OR Opco Salem SRTF1, LLC, dba, Jory Behavioral Health that utilizes pass-through state funding in the not-to-exceed amount of \$2,000,000 to provide client services for MHS 28, Inpatient or Residential Treatment Services, and MHS 30, Monitoring, Security, and Supervision Services through June 30, 2027.

HUMAN RESOURCES

7. Approve the recommendation to reactivate classification code #177, Assistant Building Official: Update the classification and adjust the pay grade upward for class codes #035, Accountant 2; #052, Records Coordinator; #066, Adult Abuse Investigator; #124, Dog Control Officer; #126, Shelter Operations Manager; #130, Records Specialist; #177, Assistant Building Official; #250, Family Support Specialist; #484, Maintenance Control Clerk; #501, Licensed Practical Nurse; #584, Nutrition Specialist; #601, Assistant Legal Counsel; #603, Assistant Legal Counsel, Senior; and update the classification and uphold the pay grade for class codes #063, Mail Courier; #127, Veterinary Technician; #162, Controller; #186, Accountant 1; #254, Education Services Advocate; and #582, Nutritionist.

8. Approve the health insurance plan renewal rate recommendations for the Marion County Law Enforcement Association (MCLEA) and the Federation of Oregon Parole and Probation Officers (FOPPO) employee group; and the Marion County (MC) employee group for Calendar Year (CY) 2026.

LEGAL COUNSEL

9. Approve an order that authorizes Marion County to participate in a national opioid settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus, and grant authority to Steve Elzinga, Marion County Legal Counsel, to sign the participation form on behalf of the county.

PUBLIC WORKS

10. Approve Amendment #2 to the Construction Contract with Farline Bridge, Inc. to add \$189,007.89 of which an estimated \$169,596.78 will utilize federal funds and an estimated \$19,411.11 will utilize county funds, for a new contract total of \$3,731,417.62, for costs associated with two change orders for timber stringers, contaminated material testing, modifications to the bridge steel paving dam, and timber decking for the Rambler Drive SE: Little Pudding River Bridge Project through September 30, 2025.

11. Approve the Purchase Order with True North Steel, Inc. that utilizes state funding in the amount of \$116,139, with no county match required, for the purchase of a prefabricated steel superstructure and prefabricated foundation forms to replace the Sinker Creek Bridge that was damaged by the 2020 Beachie Creek wildfire.

SHERIFF'S OFFICE

12. Approve Amendment #1 to the Contract for Services with Salem Health to add \$250,000 for outstanding invoices for services already rendered to Adults-in-Custody (AIC) for a new not-to-exceed contract amount of \$850,000 and extend the term date to October 31, 2025, for administrative services only.

ACTION

COMMUNITY SERVICES

13. Consider approval of the Emergent Economic Opportunity Program Agreement with Capital Fútbol Club to provide economic development lottery funds in the amount of \$749,999 to support the addition of a turn lane on State Street to improve municipally owned land and aid in traffic flow through September 30, 2028. –Kelli Weese

PUBLIC HEARINGS **Starting no earlier than 9:30 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: October 1, 2025

Department: Board of Commissioners

Title: 28th annual Hands & Words Are Not For Hurting Week proclamation.

Management Update/Work Session Date: September 16, 2025 Audio/Visual aids

Time Required: 15 minutes Contact: Brenda Phone: (503) 589-3236

Requested Action: Consider approving a proclamation designating the week of October 19-25, 2025, as Hands & Words Are Not For Hurting Week in Marion County.

Issue, Description & Background: The Hands & Words Are Not For Hurting Project began in 1997, in an effort to educate children and adults about abuse and violence in our homes, our classrooms, and our communities. The project has expanded since it's inception in 1997, to all 50 United States and to 11 foreign countries. The powerful Hands & Words Are Not For Hurting Pledge reminds every community member to not use violence, but rather to show respect and equality to not only ourselves but also others.

Financial Impacts: None.

Impacts to Department & External Agencies: None.

List of attachments: Proclamation

Presenter: Ann Kelly, Hands & Words Are Not For Hurting Project and Nicole Utz, Salem Housing Authority.

Department Head Signature:

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

In the matter of proclaiming October 19-25, 2025, as National Hands & Words Are Not For Hurting Week in Marion County.

PROCLAMATION

WHEREAS, a community without abuse, violence, and suicide is a dream we all share; and

WHEREAS, any form of mistreatment of another is abuse and all people have the moral and legal right to live free of abuse and violence; and

WHEREAS, each of us must come to understand that it is within our personal power to choose not to use abuse and violence to resolve conflict; and

WHEREAS, we recognize that respect for ourselves and others is key to developing healthy relationships at every age and in all circumstances; and

WHEREAS, the principle of non-violent resolution of conflict must be taught to our children and practiced within each of our families; and

WHEREAS, verbal and emotional abuse can be just as damaging as physical violence to a person's self-worth, creating scars that are carried for the rest of his/her life; and

WHEREAS, verbal abuse such as name calling, insulting, and belittling frequently escalates into simple force like pushing, grabbing or slapping, and the worst scenario is the escalation to rage, serious violence, and even murder; and

WHEREAS, self-harm and suicide must be acknowledged as a serious public health crisis as the number of victims continues to escalate in children, teens, and adults; and

WHEREAS, we the Commissioners of Marion County, together with communities around the country and overseas, recognize that the Hands & Words Are Not For Hurting Project's Purple Hands Pledge® is an effective tool in abuse, violence, and suicide prevention education; and

NOW THEREFORE, the Marion County Board of Commissioners, does hereby proclaim the week of October 19th through 25th, 2025, to be the 28th annual **HANDS & WORDS ARE NOT FOR HURTING WEEK** in Marion County, and encourage all citizens of Marion County to join hands and hearts to unite as a family and a community to pledge, both privately and publicly, that

“I Will Not Use My Hands Or My Words For Hurting Myself Or Others”®



Dated this 1st day of October 2025.

MARION COUNTY BOARD OF COMMISSIONERS

Chairperson _____

Commissioner _____

Commissioner _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 1, 2025

Department: District Attorney

Title:

Domestic Violence Awareness Month Proclamation

Management Update/Work Session Date: September 16, 2025 Audio/Visual aids

Time Required: 5 minutes Contact: Zuguey Luna Phone: 503-588-7983

Requested Action:

Read and sign proclamation declaring October 2025 as Domestic Violence month.

Issue, Description & Background:

Presentation on DV and community's response to DV. Request Commissioner's declare October 2025 as Domestic Violence Awareness month by reading and signing the proclamation.

Financial Impacts:

N/A

Impacts to Department & External Agencies:

N/A

List of attachments:

Proclamation

Presenter:

Paige Clarkson, Pami Guerra, and Ashley Carson

Department Head Signature:

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

In the matter of proclaiming October 2025, as Domestic Violence Awareness Month in Marion County.

PROCLAMATION

WHEREAS, the impact of domestic violence extends beyond individuals, reaching into families and communities; and

WHEREAS, in the last year Marion County has experienced at least three domestic violence homicide crimes; and

WHEREAS, the Marion County District Attorney’s office received over 1,000 law enforcement reports of domestic violence, and filed over 800 domestic violence cases; and

WHEREAS, the Marion County Courts received 1,117 requests for protective orders; and

WHEREAS, the Center for Hope and Safety received 38,000 contacts to their program and provided 12,300 nights of shelter; and

WHEREAS, the Marion County Victim Assistance Division provided services to over 865 victims of domestic violence, walking alongside them and giving them a voice in the criminal justice process; and

WHEREAS, we know, as individuals, we can make a difference by speaking up and reaching out to help victims and survivors; and

NOW, THEREFORE, the Marion County Board of Commissioners proclaims October 2025 as

DOMESTIC VIOLENCE AWARENESS MONTH

And resolves to honor those who have died and acknowledge those who have survived by supporting meaningful services that create safety and hope for survivors in our community.

Dated this 1st day of October 2025.

MARION COUNTY BOARD OF COMMISSIONERS

Chairperson _____

Commissioner _____

Commissioner _____



O R E G O N



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 8, 2025

Department: Board of Commissioners

Title: Contract for Services with CFM Strategic Communications, Inc.

Management Update/Work Session Date: September 30, 2025 Audio/Visual aids

Time Required: 5 min Contact: Gary White Phone: x5193

Requested Action: Consider approval of a contract with CFM Strategic Communications, Inc. for lobbying services for Marion County's legislative program, federal grants, and long-term economic development strategies.

Issue, Description & Background: Marion County has contracted with CFM since 2001, performing Request for Proposal (RFP) processes in which CFM has been the committee-selected firm. In 2015, an alternative contracting method was approved to extend services related to multi-year projects. In July 2025, CFM was again selected via a RFP process and awarded a County contract. CFM has offices in Washington, D.C. and Portland, Oregon and has provided Marion County with expert guidance and advocacy on a federal level including legislative strategy, direct lobbying and federal grant assistance.

Financial Impacts: This contract is funded by the County's general fund.

Impacts to Department & External Agencies: This will continue existing lobbying services to the County.

List of attachments: Contract for Services

Presenter: Gary White

Department Head Signature: Jan Fritz
DC16351248DF4EC...

Contract Review Sheet

Contract for Services

BO-6783-25

Title: Federal Lobbying Services

Contractor's Name: CFM Strategic Communications, Inc.

Department: Board of Commissioners

Contact: Chalyce MacDonald

Analyst: Chalyce MacDonald

Phone #: (503) 584-4764

Term - Date From: September 1, 2025

Expires: August 31, 2028

Original Contract Amount: \$ 349,920.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 349,920.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# BO1673-25

Description of Services or Grant Award

Federal Lobbying Services on behalf of County to assist BOC in reviewing and developing strategic plans in response to pending legislation.

Desired BOC Session Date: 10/8/2025

Contract should be in DocuSign by: 9/17/2025

Agenda Planning Date: 10/2/2025

Printed packets due in Finance: 9/23/2025

Management Update: 9/30/2025

BOC upload / Board Session email: 9/24/2025

BOC Session Presenter(s) Gary White

Code: Y

REQUIRED APPROVALS

DocuSigned by:

 A3538E7AEC704F4... 9/19/2025
 Finance - Contracts Date

DocuSigned by:

 2A951B5756514CE 9/22/2025
 Contract Specialist Date

Signed by:

 60C98A6F708240B 9/19/2025
 Legal Counsel Date

DocuSigned by:

 DC16351248DE4EC 9/19/2025
 Chief Administrative Officer Date

REQUEST FOR AUTHORIZATION OF CONTRACT BO-6783-25

Date: September 18, 2025
To: Chief Administrative Officer
Cc: Contract File
From: Chalyce MacDonald

I. Subject: Retroactive

The Marion County Board of Commissioners is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with CFM Strategic Communications, Inc. for Federal Lobbying Services with a value of \$349,920.00 and will be effective retroactive to 9/1/2025 upon approval.

A. BACKGROUND

Marion County has worked with Contractor for these services since 2001. The previous contract expired in June 2025 and a Request for Proposals was issued in July 2025 for a replacement. CFM was again selected as the best value for the County and steps were outlined to establish a new contract.

We are requesting approval of retroactive execution in order to pay Contractor for services rendered since 9/1/25 and complete all necessary approvals to continue.

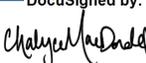
B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

Due to a miscommunication between Contractor's administrative staff and County's procurement staff, the Contractor proceeded to continue services prior to completing execution of the new contract.

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:

Escalation settings have been reviewed in the contract management system to ensure multiple procurement staff are being notified of unresolved tasks. Additionally, staff involved have been reminded to confirm execution of contracts and amendments prior to performing any work.

Submitted by:

DocuSigned by:

2A951B5756514CF

Chalyce MacDonald
Finance

Reviewed by:

DocuSigned by:

A3538F7AEC704F4

Contracts & Procurement

Acknowledged by:

N/A
Department Head

Acknowledged by:

DocuSigned by:

DC16351248DE4EC

Jan Fritz, CAO

**MARION COUNTY
CONTRACT FOR SERVICES
BO-6783-25**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and CFM Strategic Communications, Inc., a Corporation hereinafter called Consultant.

RECITALS

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

WHEREAS, County issued Request for Proposal BO1673-25 for Federal Lobbying Services on May 28, 2025.

WHEREAS, CFM Strategic Communications, Inc. submitted a proposal in response to BO1673-25 on July 1, 2025, which was determined to be responsive.

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Intent of Award to CFM Strategic Communications, Inc. on July 18, 2025.

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

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

1. TERM

This Contract is effective retroactive to September 1, 2025 once it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **August 31, 2028**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond August 31, 2034.

2. DOCUMENTS / ORDER OF PRECEDENCE

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

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

3. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Consultant under this Contract, which includes any allowable expenses, is **\$349,920.00**. County will not pay Consultant any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Consultant performs Work subject to the amendment.

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

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

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

4. COMPLIANCE WITH STATUTES AND RULES

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

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

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

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

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Consultant, in an amount equal to State's setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of

Consultant's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

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

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

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

6. TIME IS OF THE ESSENCE

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

7. FORCE MAJEURE

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

8. FUNDING MODIFICATION

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

9. RECOVERY OF FUNDS

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

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

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

10. ACCESS TO RECORDS

- A. Consultant shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Consultant as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.
- B. Consultant agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

11. REPORTING REQUIREMENTS

Consultant shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Consultant shall be in accordance with the Contract. Such assurances provided by Consultant shall be supported by documentation in Consultant's possession from third parties.

12. CONFIDENTIALITY OF RECORDS

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

13. INDEMNIFICATION AND INSURANCE

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

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

14. EARLY TERMINATION

This Contract may be terminated as follows:

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

15. PAYMENT ON EARLY TERMINATION

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

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

16. INDEPENDENT CONTRACTOR

- A. Consultant is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Consultant's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications,

if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Consultant is acting as an “independent contractor” and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an “independent contractor”, Consultant will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Consultant is free to contract with other parties for the duration of the Contract.

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

17. GOVERNING LAW AND VENUE

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

18. OWNERSHIP AND USE OF DOCUMENTS

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

19. NO THIRD-PARTY BENEFICIARIES

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

20. SUCCESSORS IN INTEREST

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

21. MERGER CLAUSE

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

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

22. WAIVER

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

23. REMEDIES

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

- A. If terminated under 14C by County due to a breach by Consultant, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Consultant shall pay to County the amount of the reasonable excess.
- B. In addition to the remedies in sections 14 and 15 for a breach by Consultant, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Consultant’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Consultant is entitled.

24. INSURANCE

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

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

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

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

attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

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

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

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

Minimum Limits:

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

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

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

Minimum Limits:

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

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

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

- D. **CERTIFICATE(S) OF INSURANCE.** Consultant shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Consultant shall pay for all deductibles, self-insured retention, and self-insurance, if any.

25. NOTICE

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

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

To Consultant:
CFM Strategic Communications, Inc.
Attn: KirbyG@cfmdc.com
495 State Street Suite 541
Salem, OR, 97301

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

26. SURVIVAL

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

27. SEVERABILITY

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

28. AMENDMENTS

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

- A. **Anticipated Amendments**
This Contract is anticipated to be amended for the following reasons:
 - i. To extend the Contract term and increase the maximum not-to-exceed amount to cover those extension term.
 - ii. To adjust the unit pricing or other rate(s) of compensation, set forth in Exhibit A.
- B. **Unanticipated Amendments**

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

29. CONSULTANT'S REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants to County that:

- A. Consultant has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Consultant, enforceable in accordance with its terms.
- C. Consultant (to the best of Consultant's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods or Intellectual Property Rights delivered or granted to County under this Contract, and Consultant's Services rendered in the performance of Consultant's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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

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

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

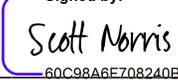
Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  DC16351248DE4EC... 9/19/2025

Chief Administrative Officer Date

Reviewed by Signature:  60C98A6E708240B 9/19/2025

Marion County Legal Counsel Date

Reviewed by Signature:  A3538E7AEC704E4 9/19/2025

Marion County Contracts & Procurement Date

CFM STRATEGIC COMMUNICATIONS, INC. SIGNATURE

Authorized Signature: _____ Date

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Consultant shall perform Services as described below.

- A. **GENERAL INFORMATION.** Marion County has contracted with CFM Advocates since 2001 for expert guidance and advocacy on a federal level including legislative strategy, direct lobbying and federal grant assistance.
- B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.** Consultant shall provide federal lobbying services for County's legislative program, federal grants and long-term economic development. Services and deliverables shall include but not be limited to:
- Developing a strategic federal agenda and political outreach plan
 - Tracking, researching and communicating with federal agencies to identify grant opportunities
 - Coalition building on the local and national level
 - Coordinating advocacy efforts with the National Association of Counties (NACO)
 - Developing policy through the legislative (via Congress) and regulatory (via the Administration) process
 - Providing access to key decision makers and leaders in Washington, D.C.
 - Providing opportunities for testimony before congressional committees
 - Securing letters and phone calls of support from the Oregon Delegation on grant applications
 - Drafting legislation
 - Coordinating annual commissioner trip to Washington, D.C., including commissioner briefing and preparation for congressional meetings
 - Annual presentation in Oregon before the Board of Commissioners on the federal agenda and current year events
 - There may be additional opportunities for meetings in Oregon
 - Other requests as identified by the Board of Commissioners

The order of services shall be initiated by County. County is not obligated to expend all or any lesser amount authorized under this agreement.

Reporting Requirements

Consultant shall submit quarterly activity reports.

- C. **SPECIAL REQUIREMENTS.** Consultant shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Consultant has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Consultant will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Consultant's industry, trade or profession.

2. COMPENSATION

The total amount available for payment to Consultant under Exhibit A, section 2.A and for authorized reimbursement to Consultant under Exhibit A, section 2.C is **\$349,920.00**.

- A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Consultant a fixed monthly fee of \$9,720, based on the following hourly rates.

Project Personnel	Hourly Rates
Kirby Garrett <i>Project Manager</i>	\$240
Michael Skipper <i>Key Team Member</i>	\$200
Tara Kroft <i>Key Team Member</i>	\$160
Joel Rubin <i>Additional Team Member</i>	\$240

- B. **BASIS OF PAYMENT FOR SERVICES.** County shall pay Consultant monthly progress payments upon County’s approval of Consultant’s invoice submitted to County for completed Services and accepted deliverables.
- C. **EXPENSE REIMBURSEMENT.** County will not reimburse Consultant for any expenses under this Contract.
- D. **GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this Contract, failure of Consultant to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Consultant, and shall continue until Consultant submits required reports, performs required services or establishes, to County’s satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Consultant.
- E. **INVOICES.** Consultant shall send all invoices to County’s Contract Administrator at the address specified below or to any other address as County may indicate in writing to Consultant.

Marion County Board of Commissioners
Attn: Gary White
PO BOX 14500
Salem, OR 97309



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/15/2025

Department: Community Services

Title: Homeowner Residential Rehabilitation Program

Management Update/Work Session Date: 9/30/2025 Audio/Visual aids []

Time Required: 10 minutes Contact: Steve Dickey Phone: 503-373-4334

Requested Action: Approve Amendment 2 with Mid-Willamette Valley Council of Governments (MWVCOG) to add additional funds to the Homeowner Residential Rehabilitation Program and allow reimbursement for notarization and travel expenses.

Issue, Description & Background: Community Services is proposing an amendment to contract CS-5086-22 with the Mid-Willamette Valley Council of Governments (MWVCOG) for the management of the Homeowner Residential Rehabilitation Program funded with Community Development Block Grant funds.

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). Total Contract value of \$2,172,824.00.

Impacts to Department & External Agencies: The approval of this amendment will provide funding to help support the Homeowner Residential Rehabilitation Program and allow reimbursement for notarization and travel expenses.

List of attachments: Intergovernmental Agreement, Amendment 1, Amendment 2

Presenter: Steve Dickey

Department Head Signature: [DocuSigned by: Kelli Wase]

Contract Review Sheet

Intergovernmental Agreement

CS-5086-22 - Am2

Title: CDBG - Home Rehab Program

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

Department: Community Services Department

Contact: Ashley Jackson

Analyst: Kathleen George

Phone #: (503) 584-7722

Term - Date From: June 15, 2023

Expires: May 30, 2027

Original Contract Amount: \$ 476,702.00

Previous Amendments Amount: \$ 1,412,445.00

Current Amendment: \$ 283,677.00

New Contract Total: \$ 2,172,824.00

Amd% 356%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# BO1093-22

Description of Services or Grant Award

Marion County is an entitlement community under the Federal CDBG program and established a Residential Rehabilitation Program. The funding is directed to low-to-moderate income residents.

Amendment 1 increases funding for the management of the program and add new activity that will fund a contractor payment account at MWVCOG.

Amendment 2 increases funding for the management of the program and add new activity that will fund notarization and travel expenses.

Desired BOC Session Date: 10/15/2025

Contract should be in DocuSign by: 9/24/2025

Agenda Planning Date: 10/2/2025

Printed packets due in Finance: 9/30/2025

Management Update: 9/30/2025

BOC upload / Board Session email: 10/1/2025

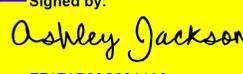
BOC Session Presenter(s) Steve Dickey

Code: Y

REQUIRED APPROVALS

DocuSigned by:

A3538E7AEC784F4...
 Finance - Contracts 8/28/2025
 Date

Signed by:

E74FAB88C8844A0...
 Contract Specialist 9/8/2025
 Date

Signed by:

60C88A6F788240B...
 Legal Counsel 9/3/2025
 Date

DocuSigned by:

DC16351248DE4EC...
 Chief Administrative Officer 9/3/2025
 Date



Marion County
OREGON

**AMENDMENT 2 to CS-5086-22 the
INTERGOVERNMENTAL AGREEMENT**

between

**MARION COUNTY and MID-WILLAMETTE VALLEY COUNCIL OF
GOVERNMENTS**

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

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

6. FUNDING AND BILLING

6.1 The total amount paid under this Agreement shall not exceed ~~\$1,889,147.00~~ \$2,172,824.00. Payments under this Agreement shall be made according to the following terms:

- j. Agency may submit staff mileage expenses at the current Federal rate for reimbursement.
- k. Agency may submit reimbursement for the cost of additional employee staff time to notarize trust deed and promissory note documents, including travel time. Agency may also submit for mobile notary fees if client is unable to come into MWVCOG office for notarization.

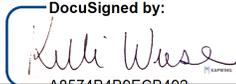
CDBG - HOME REHAB PROGRAM - CS-5086-22
between
MARION COUNTY and MID-WILLAMETTE VALLEY COUNCIL OF
GOVERNMENTS

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:

A8574B4B9ECB492... 9/3/2025
Department Director or designee Date

Authorized Signature: DocuSigned by:

DC16351248DE4EC... 9/3/2025
Chief Administrative Officer Date

Reviewed by Signature: Signed by:

60C98A6F708240B... 9/3/2025
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:

A3538E7AEC704F4... 8/28/2025
Marion County Contracts & Procurement Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/15/2025

Department: Community Services

Title: Home Buyer Assistance Professional Services Amendment

Management Update/Work Session Date: 9/30/2025 Audio/Visual aids

Time Required: 10 minutes Contact: Steve Dickey Phone: 503-373-4334

Requested Action: Approve Amendment 2 with DevNW to add additional funds to the Home Buyer Assistance Program and adjust language around compensation.

Issue, Description & Background: Community Services is proposing an amendment to contract CS-5806-24 with the DevNW for the management of the Home Buyer Assistance Program funded with Community Development Block Grant funds.

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). Total Contract value of \$142,500.00

Impacts to Department & External Agencies: The approval of this amendment will provide funding to help support the Home Buyer Assistance Program and adjust language around compensation.

List of attachments: Contract for Services Agreement, Amendment 1, Amendment 2

Presenter: Steve Dickey

Department Head Signature:

Contract Review Sheet

Contract for Services

CS-5806-24 - Am2

Title: CDBG - Down Payment Assistance Professional Services

Contractor's Name: DevNW

Department: Community Services Department

Contact: Ashley Jackson

Analyst: Kathleen George

Phone #: (503) 584-7722

Term - Date From: January 1, 2024

Expires: December 31, 2026

Original Contract Amount: \$ 50,000.00

Previous Amendments Amount: \$ 30,000.00

Current Amendment: \$ 62,500.00

New Contract Total: \$ 142,500.00

Amd% 185%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0275 Sole Source

CMS# 1472

Description of Services or Grant Award

This agreement is to provide professional services for Marion County's Down Payment Assistance Program for applicant document collection, counseling, inspection services, etc.

Amendment 1 extends the term of the agreement and adds additional funding.

Amendment 2 extends the term of the agreement, adds additional funding, and changes language around compensation.

Desired BOC Session Date: 10/15/2025

Contract should be in DocuSign by: 9/24/2025

Agenda Planning Date: 10/2/2025

Printed packets due in Finance: 9/30/2025

Management Update: 9/30/2025

BOC upload / Board Session email: 10/1/2025

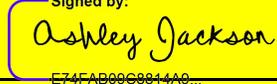
BOC Session Presenter(s) Steve Dickey

Code: Y

REQUIRED APPROVALS

DocuSigned by:

9/9/2025
 Finance - Contracts Date

Signed by:

9/10/2025
 Contract Specialist Date

Signed by:

9/9/2025
 Legal Counsel Date

DocuSigned by:

9/9/2025
 Chief Administrative Officer Date



Marion County
OREGON

AMENDMENT 2 to CS-5806-24
the CONTRACT FOR SERVICES
between
MARION COUNTY and DEVNW

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 DevNW, hereafter called Contractor.

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

1. TERM. This Contract expires on December 31, 2026. ~~December 31, 2025.~~

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$142,500.00 ~~\$80,000.00.~~

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 \$142,500.00.

A. METHOD OF PAYMENT FOR SERVICES: FIXED PRICE PER DELIVERABLE AND GOODS: County shall pay Contractor up to a maximum of \$12,500.00 per completed home purchase. ~~the amounts specified for each of the following deliverables and Goods that County has accepted:~~

~~Application Documentation: \$500.00 per client served.~~

~~Homebuyer Counseling: \$1,500.00 per client served.~~

~~Inspection Costs is \$500.00 per home inspected.~~

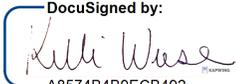
Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as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

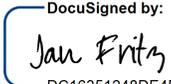
**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  DocuSigned by:
A8574B4B9ECB492... _____ 9/9/2025
Department Director or designee Date

Authorized Signature:  DocuSigned by:
DC16351248DE4EC... _____ 9/9/2025
Chief Administrative Officer Date

Reviewed by Signature:  Signed by:
60C98A6F708240B... _____ 9/9/2025
Marion County Legal Counsel Date

Reviewed by Signature:  DocuSigned by:
A3538E7AEC704F4... _____ 9/9/2025
Marion County Contracts & Procurement Date

DEVNW SIGNATURE

Authorized Signature: _____ Date _____

Title: _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 1, 2025

Department: Health & Human Services

Title: HE-6665-25 Provide Client Services for Adults & Adults in Transition MHS 28, MHS 30

Management Update/Work Session Date: September 16, 2025 Audio/Visual aids

Time Required: 10 Minutes Contact: Diana Lee Adams Hill Phone: 503-576-4652

Requested Action: Approval of Contract with Jory Behavioral Health for Client Services.

Issue, Description & Background: Subcontractor for the Delivery of Services under OHA IGA's. MCHHS contracts with residential treatment providers whom are enrolled with OHA as a Medicaid provider, and whom provide residential services to individuals who are not Medicaid eligible, or have individuals who require a service not Medicaid covered, or is an Individual without SSI benefits, or awaiting the start of SSI benefits. MCHHS shall act as fiscal intermediary and process the provider's invoice through OHA for payment.

Financial Impacts: \$2,000,000.00 pass-through funds from OHA > MCHHS > Contractor.

Impacts to Department & External Agencies: N/A

List of attachments: Contract for Services plus attachments

Presenter: Jennifer Chun

Department Head Signature: *Ryan Matthews*
DocuSigned by: 7D28A787656F458...

Contract Review Sheet

Contract for Services

HE-6665-25

Title: Provide Client Services for Adults and Adults in Transition MHS 28, MHS 30

Contractor's Name: Jory Behavioral Health

Department: Health and Human Services

Contact: Diana Lee Adams Hill Hill

Analyst: Chalyce MacDonald

Phone #: (503) 576-4652

Term - Date From: Execution

Expires: June 30, 2027

Original Contract Amount: \$ 2,000,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 2,000,000.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0285 Special

CMS# HE1531-24

Description of Services or Grant Award

Subcontractor for the Delivery of Services under OHA IGA's. MCHHS contracts with residential treatment providers whom are enrolled with OHA as a Medicaid provider, and whom provide residential services to individuals who are not Medicaid eligible, or have individuals who require a service not Medicaid covered, or is an Individual without SSI benefits, or awaiting the start of SSI benefits. MCHHS shall act as fiscal intermediary and process the provider's invoice through OHA for payment.

Desired BOC Session Date: 10/1/2025

Contract should be in DocuSign by: 9/10/2025

Agenda Planning Date: 9/18/2025

Printed packets due in Finance: 9/16/2025

Management Update: 9/16/2025

BOC upload / Board Session email: 9/17/2025

BOC Session Presenter(s) Jennifer Chun

Code: Y

REQUIRED APPROVALS

DocuSigned by:

 CSF72231E6F54E3... 9/11/2025
 Finance - Contracts Date

DocuSigned by:

 321AE7275637456 9/15/2025
 Contract Specialist Date

Signed by:

 60C98A6F708240B 9/12/2025
 Legal Counsel Date

DocuSigned by:

 DC16351248DE4EC 9/12/2025
 Chief Administrative Officer Date

**MARION COUNTY
CONTRACT FOR SERVICES
HE-6665-25**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and BH-OR Opco Salem SRTF1, LLC dba Jory Behavioral Health hereinafter called Contractor.

RECITALS

WHEREAS, Board Order 24-074 was approved on June 26, 2024, approving Special Procurement HE1531-24.

WHEREAS, Special Procurement HE1531-24 listed the proposed contracting procedure as “County may award a series of contracts over time or for multiple projects through a contracting procedure that differs from the procedures described in ORS 279B.055 (Competitive Sealed Bidding), 279B.060 (Competitive Sealed Proposals), 279B.065 (Small Procurement and 279B.070 (Intermediate Procurement).”

WHEREAS this Contract is established pursuant to ORS 279B.085 and MCPCR 20-0285 and as a result as a direct award to BH-OR Opco Salem SRTF1, LLC dba Jory Behavioral Health.

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

ORS 430.610(4) and 430.640(1) authorize Oregon Health Authority (OHA) to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties.

This contract between the County and the Contractor is subject to the availability of local and state funds, special conditions and required provisions of Intergovernmental Agreement (IGA) between the County and OHA which is incorporated herein by this reference.

Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to this Contract or to Contractor’s obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2027**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **December 31, 2029**.

2. DOCUMENTS / ORDER OF PRECEDENCE

This Agreement consists of the following documents, each of which is attached and incorporated herein by reference:

- A. This Agreement less exhibits
- B. Exhibit A – Statement of Work
- C. Exhibit B – Additional Terms and Conditions
- D. Exhibit C – Criminal History Check Assurance
- E. Addendum No. 1 – Health Insurance Portability and Accountability Act Business Associate Contract Provisions

3. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$2,000,000.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county’s payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Appendix II to Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

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

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

4. COMPLIANCE WITH STATUTES AND RULES

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

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

County’s performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract),

279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

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

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

- i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

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

6. TIME IS OF THE ESSENCE

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

7. FORCE MAJEURE

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

8. FUNDING MODIFICATION

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

9. RECOVERY OF FUNDS

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

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

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

10. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

11. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

12. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.

- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE

- A. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor 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.
- B. Contractor shall obtain the insurance required under section 24 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

14. EARLY TERMINATION

This Contract may be terminated as follows:

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

15. PAYMENT ON EARLY TERMINATION

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

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

16. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor’s activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an “independent contractor” and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.

17. GOVERNING LAW AND VENUE

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

18. OWNERSHIP AND USE OF DOCUMENTS

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

19. NO THIRD-PARTY BENEFICIARIES

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

20. SUCCESSORS IN INTEREST

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

21. MERGER CLAUSE

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

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

22. WAIVER

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

23. REMEDIES

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

- A. If terminated under 14C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.
- B. In addition to the remedies in sections 14 and 15 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

24. INSURANCE

- A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:
 - i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers'

compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

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

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

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

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

- Required by County** **Not required by County.**
- Minimum Limits:**
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

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

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

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

25. NOTICE

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

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

To Contractor:
 Jory Behavioral Health
jim.sechrist@jacksonhouseltd.com
 PO Box 12125
 Portland, OR 97212

To County
 Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
 555 Court Street NE, Suite 5232
 P.O. Box 14500
 Salem, Oregon 97309

26. SURVIVAL

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

27. SEVERABILITY

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

28. AMENDMENTS

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

A. Anticipated Amendments

This is anticipated to be amended for the following reasons:

- i. To add additional terms and add funds to cover those additional terms.
- ii. To adjust the rate

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

29. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor’s knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods delivered to County under this Contract, and Contractor’s Services rendered in the performance of Contractor’s obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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

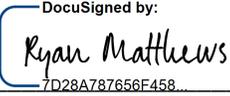
The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on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

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  DocuSigned by: Ryan Matthews
7D28A787656F458... 9/11/2025

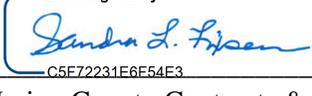
Department Director or designee _____ Date _____

Authorized Signature:  DocuSigned by: Jan Fritz
DC16351248DE4EC... 9/12/2025

Chief Administrative Officer _____ Date _____

Reviewed by Signature:  Signed by: Scott Norris
60C98A6E708240B... 9/12/2025

Marion County Legal Counsel _____ Date _____

Reviewed by Signature:  DocuSigned by: Sandra L. Fyssen
C5E72231E6E54E3... 9/11/2025

Marion County Contracts & Procurement _____ Date _____

BH-OR OPCO SALEM SRTF 1, LLC dba JORY BEHAVIORAL HEALTH SIGNATURE

Authorized Signature: _____ Date _____

Title: _____

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

- A. **GENERAL INFORMATION.** Marion County Health & Human Services (MCHHS) acting as the Local Mental Health Authority (LMHA) has been designated through Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) as a local government entity responsible for the Community Mental Health Program (CMHP) for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a LMHA.
- B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.** Contractor shall perform services for the following service areas:
 - i. **MHS 28 Inpatient or Residential Treatment Services**
 - a. Effective July 1, 2020, OHA Health Systems Division negotiated with residential treatment homes and facilities, and adult foster home providers “standardized rates” based on Individual’s Plan of Care and their LSI score (Level of Service Inventory for Residential Treatment). Services delivered to an Individual are determined based upon a person-centered assessment of treatment needs and the development of a Plan of Care that is individualized to promote stabilizations, skill building, and preparation to be living in a more integrated community. As such, the providers contract directly with the State and perform services in accordance with the IGA’s Residential Treatment Services MHS 28, funded through the IGA referenced in Exhibit A, Section 2.A, and shall comply with OAR 309-035-0100 through 309-035-0225.
 - b. These Services are delivered on a 24-hour basis to Individuals with mental or emotional disorders, who have been hospitalized or are at immediate risk of hospitalization, who need continuing Services to prevent hospitalization or who are a danger to themselves or others, or who otherwise requires continuing care to maintain stability and learn skills needed to be placed in a more integrated community setting. OHA provides financial assistance for MHS 28 Services for providers that must be enrolled as a Medicaid provider. OHA calculates the rates and then processes claims through OHA’s Medicaid Management Information System (MMIS) for Medicaid mental health services, for Medicaid-eligible individuals.
 - c. When an Individual is not Medicaid-eligible, or requires a service not Medicaid-covered, or is an Individual without Social Security Income (SSI) benefits, or awaiting the start of SSI benefits, MCHHS shall act as fiscal intermediary and process the Contractor’s invoice through OHA for payment. Contractor may invoice the County monthly for the Individual’s federally approved room and board and personal incidental fund (PIF) payment. Contractors may also invoice the County for the Individual’s monthly Service Payment as stated in their current approved Plan of Care with prior approval from OHA.

- ii. MHS 30 Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services).
 - a. MHS 30 Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB/JPSRB) who are placed in their identified service area by Order of Evaluation or Conditional Release Order.
 - b. Provide prescribed treatment and counseling for MCHHS identified individuals who are under the jurisdiction of the PSRB/JPSRB. These services shall be conducted in accordance with OHA IGA.
- iii. Provide treatment services to individuals identified by MCHHS who are under the jurisdiction of the PSRB and/or JPSRB which have been determined to be required but are not approved services through the Medicaid Management Information System (MMIS) system. These services are mandated by the PSRB and JPSRB and are required for purposes of Individuals' and the public's safety.
- iv. Contractor shall comply with the following requirements:
 - a. 42 CFR Part 489 Subpart I, OBRA-90 (Omnibus Budget Reconciliation Act of 1990), and Patient Self-Determination Act.
 - b. Oregon Revised Statute (ORS) 127 - Powers of Attorney; Advance Directives for Health Care; Physician Orders for Life-Sustaining Treatment Registry; Declarations for Mental Health Treatment; Death with Dignity.
 - c. ORS 430.735 through 430.765.
 - d. Oregon Administrative Rule (OAR) 309-015-0000 through 309-015-0060 and OAR 309-035-0100 through 309-035-0225.
- v. Reporting Requirement for Measures and Outcomes Tracking System (MOTS)

All Individuals receiving Services under Service Element(s) A&D 61, 62, 63, 64, 66, 67, and/or MHS 01, 04, 05, 09, 13, 15, 20, 25, 25A, 26, 27, 28, 30, 34, 35, 36, 38, 39 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the MOTS as specified in OHA's MOTS Reference Manual located, at:

<https://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows: The data collection system for the Health Systems Division (HSD) is MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division (AMH) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes CMHPS, LMHAs, and other types of community behavioral health providers); these programs shall all have a license or letter of approval from the HSD or AMH;

- b. Providers that are subcontractors (can be a subcontractor or a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization (MHO), or a Coordinated Care Organization (CCO));
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include Driving Under the Influence of Intoxicants (DUII) services providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority (OYA) or the Department of Corrections (DOC) to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@odhsoha.oregon.gov.

vi. Verification of Eligibility and Coverage

To ensure reimbursement of services, providers must verify the following prior to rendering services:

- a. Individual Eligibility: Provider must check Oregon Health Plan (OHP) eligibility. If individual is confirmed eligible for OHP, Provider will bill OHP for the services provided within the covered dates.
- b. Benefit Coverage: The individual must be enrolled in an OHP benefit package that covers the services planned for provision. The specific services covered vary under each benefit package.
- c. Retroactive Enrollment: In cases where the client has retroactive enrollment, the county reserves the right to request the return of payment made to a Medicaid-enrolled provider for services covered during the retroactive enrollment period. The Medicaid-enrolled provider is required to submit claims to the Division of Medical Assistance Programs (DMAP) via the Medicaid Management Information System (MMIS) for covered services provided to a member during such periods. Contractor shall communicate with County if Contractor becomes aware of Individual OHP eligibility.
- d. Contractor shall not apply “credits” to invoices as an offset when Individual(s) begin receiving retroactive SSI payments. Contractor shall ensure that upon Individual(s) receiving retroactive benefit payments from SSA, that those funds shall be used towards reimbursing the County for services paid to the Contractor on Individual’s behalf. Upon receipt of payment from Contractor, County shall use that reimbursement payment to issue a refund to OHA.

Note: If a Contractor receives reimbursement from Medicaid for services provided to a retroactively enrolled member and the County has paid for the service, the Contractor is obligated to reimburse the County the full amount paid by the County for the service. Service

payment claims should be refunded based on the member's OHP eligibility on the service date(s), not the date when the member was notified of their coverage.

- e. Prohibition of Double Funding: The Contractor is not entitled to receive funding in combination with Medicaid funds for the same service, during the same period or date of service for the same individual. The Contractor is not entitled to receive funding in combination with the Individual's payment of room and board and PIF.
- vii. Criminal History Check Assurance
 - a. Prior to providing services under this contract, Contractor shall complete and submit Exhibit C – Criminal History Check Assurance to County.
 - b. Within 30 days of Contractor hiring new staff that will be providing services under this Contract, Contractor will complete and submit an updated Exhibit C – Criminal History Check Assurance to County.
- viii. Additional Terms and Conditions applicable to this contract are attached as Exhibit B.
- C. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade, or profession.

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 **\$2,000,000.00**.

- A. METHOD OF PAYMENT FOR SERVICES: County shall pay Contractor at the rates set forth in the Marion County/OHA IGA for Community Mental Health Programs (CMHP) effective at the time of payment.
- B. BASIS OF PAYMENT FOR SERVICES. Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered services.
 - i. Funds paid to Contractors are subject to the following:
 - a. Funding received by the Contractor from an Individual, health insurance provider, another person's health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of individual's care and Services, in addition to payments

received under this financial assistance agreement for the same Service, during the same time period or date of Service for the same Individual, must be returned to County unless TPR funding is used to provide additional Service - increasing capacity - under the same Service Element for which payment from OHA and TPR was provided.

- b. At no time will County pay above the Medicaid rate. Additionally, County will not pay above the Medicaid rate in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule, posted on the HSD PASRR website located at: <https://www.oregon.gov/oha/HSD/AMH/Pages/PASRR.aspx>, as it may be revised from time to time.
- C. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract.
- D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.
- E. INVOICES. Contractor shall comply with the following:
 - i. Invoices must be submitted within 45 days of completion of services.
 - ii. Contractor shall include in each invoice:
 - a. Individual's full name and date of birth on the invoice
 - b. Specific dates of service e.g. MM/DD/YYYY
 - iii. Invoices submitted after 12 months of services may not be paid.

Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County Health and Human Services
Attn: Accounts Payable
Email: HealthAP@co.marion.or.us
3160 Center St NE
Salem, OR 97301

EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS

1. **Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of MHS (Mental Health Services) MHS 28 Inpatient or Residential Treatment Services subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract) and Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of MHS (Mental Health Services) MHS 30 Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult Panel of the Psychiatric Security Review Board subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Contractor may not expend on the delivery of MHS 28 or MHS 30 any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of MHS 28 and MHS 30.

2. **Records Maintenance, Access, and Confidentiality.**
 - a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies, and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.

 - b. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.

 - c. **Expenditure Records.** Contractor shall document the expenditure of all funds paid to Contractor under this Contract. Unless applicable federal law requires Contractor to utilize a different accounting system, Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit

County and the Oregon Health Authority to verify how the funds paid to Contractor under this Contract were expended.

d. Individual Records. Unless otherwise specified in this Contract, Contractor shall create and maintain an Individual record for each individual who receives services under this Contract. The individual record must contain:

- (1) Individual identification;
- (2) Problem assessment;
- (3) Treatment, training and/or care plan;
- (4) Medical information when appropriate; and
- (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Contractor shall retain individual records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, individual records must be retained for a minimum of six years from termination or expiration of this contract.

e. Safeguarding of Individual Information. Contractor shall maintain the confidentiality of individual records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of individual information and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

3. Alternative Formats of Written Materials, Interpreter Services.

In connection with the delivery of Service Element Services, Contractor shall make available to Individual, without charge, upon the Individual's reasonable request:

a. All written materials related to the services provided to the Individual in alternate formats, including accessible electronic formats, brail documents, and large print upon request. If Contractor does not have

access to such alternate formats, then Contractor can request written materials in the Individual's preferred format from OHA.

- b. All written materials related to the services provided to the Individual in the Individual's language. If Contractor does not have access to such languages, then Contractor can request written materials in the Individual's language from OHA.
- c. Oral interpretation services related to the services provided to the Individual in the Individual's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Individual. Contractor shall work with OHA if it does not have staff that fluently speak the language of an eligible Individual, including qualified Sign Language Interpreters for Individual's who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, "written materials" means materials created by Contractor, in connection with the Service being provided to the requestor. The Contractor may develop its own forms and materials and with such forms and materials the Contractor shall be responsible for making them available to a Individual, without charge to the Individual in the prevalent non-English language(s) within the County service area.

- 4. **Reporting Requirements.** Contractor shall prepare and furnish the following information to County when a service is delivered under this Contract:
 - a. Individual, service, and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
- 5. **Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to Individual rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of Individual abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with

the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, to the certain 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of 1/1/2024, which is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents 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 operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.
8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. First tier Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract.
11. Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of

Contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims.

EXHIBIT C
CRIMINAL HISTORY CHECK ASSURANCE

Contractor:

As a duly authorized representative of the Contractor named above, I assure that a Criminal History Records Check as been completed on all the Contractor's employees, supervisors, acting in the capacity of supervisors, temporary staff, and volunteers providing services under this Contract with Marion County, Health and Human Services. This Assurance is effective for the term of the Contract.

Authorized Signature: _____ Date: _____

Print Name and Title of Authorized Signature

ADDENDUM #1
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS
ASSOCIATE CONTRACT PROVISIONS

INTRODUCTION

This Addendum to the contract between MARION COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and **BH-OR Opco Salem SRTF 1, LLC dba Jory Behavioral Health**, hereinafter called CONTRACTOR is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended.

WHEREAS, COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.

WHEREAS, CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Department of Health and Human Services Security Rule and Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164.

NOW THEREFORE, the parties agree as follows:

1. Definitions.

- a. BUSINESS ASSOCIATE shall mean **BH-OR Opco Salem SRTF 1, LLC dba Jory Behavioral Health**.
- b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; I found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 Federal Register 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
- c. COVERED ENTITY shall mean MARION COUNTY.
- d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.
- e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).
- f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.

- g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 Federal Register 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.
- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.
- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the Health Insurance Portability and Accountability Act (HIPAA) Regulations at 45 CFR 160-164.

2. Term.

The term of the HIPAA obligations under this addendum shall commence as of the effective date of this contract and shall expire when all of the information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or if it is infeasible to return or destroy protected health information, protections are extended to the information in accordance with the termination provisions in this contract.

3. Limits on Use and Disclosure.

BUSINESS ASSOCIATE shall not use or disclose protected health information provided or made available by COVERED ENTITY for any purpose other than as expressly permitted or required by this contract or as Required by Law.

4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

a. Statutory Duties.

(1) BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:

(A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and

(B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), BUSINESS ASSOCIATE shall consider guidance issued by the Secretary pursuant to Section 13401 (c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

(2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.

(3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

Except as otherwise limited in this contract, BUSINESS ASSOCIATE may use or disclose protected health information to perform the functions, activities or services for, or on behalf of, COVERED ENTITY as specified in the contract between the parties, provided that such use or disclosure would not violate the Security and Privacy Rules if done by the COVERED ENTITY, or the minimum necessary policies of COVERED ENTITY.

c. Permissible Requests by Covered Entity.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

5. Additional Purposes for Uses and Disclosures by BUSINESS ASSOCIATE.

a. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

b. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:

(1) The disclosure is Required by Law;

(2) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;

- (3) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (4) BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
- (5) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. BUSINESS ASSOCIATE Obligations:

- a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.
- b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.
- c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.
- d. Reports of Breach. Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discovery of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.
- e. Subcontractors and Agents. BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.

- f. **Right of Access to Information.** BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. **Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. **Access to Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. **False Claims, Fraud, Waste and Abuse.** BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:
 - (1) Office of Inspector General (OIG) <https://oig.hhsc.state.tx.us/Exclusions/Search.aspx>
 - (2) Excluded Parties List System (EPLS) www.sam.gov

7. Obligations of COVERED ENTITY.

- a. Limitations in Notice of Privacy Practices. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in its notice of privacy practices of COVERED ENTITY, in accordance with 45 CFR 164.520, to the extent that the limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- b. Changes in Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by Individual to use or disclose protected health information, to the extent that the changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- c. Restrictions on Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of protected health information, that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that the restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by COVERED ENTITY, except if the BUSINESS ASSOCIATE will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administrative activities of BUSINESS ASSOCIATE.

9. Security Assurances, the BUSINESS ASSOCIATE will.

- a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164); and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in this Agreement.
- b. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
- c. Report to the County any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system, or any security incident of which it becomes aware;
- d. Authorize termination of the contract by the County, if the County determines that the BUSINESS ASSOCIATE has violated a material term of the contract.

10. Termination of Contract.

- a. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall either:
 - (1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Contract, if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY;
 - (2) Immediately terminate this Contract, if BUSINESS ASSOCIATE has breached a material term of this Contract and cure is not possible; or
 - (3) If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.

- b. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE, its subcontractors or agents, shall retain no copies of the protected health information.

 - (2) In the event that BUSINESS ASSOCIATE determines that returning or destroying protected health information is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon written notice to COVERED ENTITY that return or destruction of protected health information is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health information.

11. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.

- b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.

- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.

- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.
- e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

12. Qualified Service Organization Contract Provisions.

- a. CONTRACTOR is required to follow the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A, as amended.
- b. COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.
- c. CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A.
- d. CONTRACTOR Shall:
 - (1) Acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the Program about the patients in the Program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and
 - (2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting Date: September 23, 2025

Department: Human Resources

Title: Recommendation to approve attached Personnel Findings and Recommendation Reports.

Management Update/Work Session Date: Mar 6, 2025 Audio/Visual aids []

Time Required: 5 minutes Contact: hrcompclass@co.marion.or.us Phone: x7777

Requested Action: Recommendation to reactivate #177, Assistant Building Official, adjust pay grades upward for class code #035, Accountant 2; #052, Records Coordinator; #066, Adult Abuse Investigator; #124, Dog Control Officer; #126, Shelter Operations Manager; #130, Records Specialist; #177, Assistant Building Official; #250, Family Support Spec; #484, Maintenance Control Clerk; #501, Licensed Practical Nurse; #584, Nutrition Specialist; #601, Assistant Legal Counsel; #603, Assistant Legal Counsel, Senior; uphold pay grades for class code #063, Mail Courier; #127; Veterinary Technician; #162, Controller; #186, Accountant 1; #254, Education Services Advocate; #582, Nutritionist; and update all classifications.

Issue, Description & Background: As part of the strategy to maintain Marion County compensation and classification programs, human resources periodically reviews classification specifications and pay ranges. The classification review ensures classification specifications reflect current industry language, standards and county practices, and positions are properly classified and placed in the appropriate pay range. In determining if a classification is appropriately compensated HR conducts a market review in accordance with county personnel rules and HR practices. This review identifies which pay grade will bring the classification closest to the mean (0%) of market comparators within the county's current pay structure; in addition to these market findings, funding and internal equity are also considered when establishing the pay grade.

Financial Impacts:

Impacts to Department & External Agencies: Adjustments impact eight departments Business Services, Clerk's Office, Community Services, Finance, Health and Human Services, Juvenile, Legal and Public Works, and 44 positions.

List of Attachments: Personnel Findings and Recommendations Reports (2)

Presenter: Salvador Llerenas

Department Head Signature: Lori Klemesen

Digitally signed by Lori Klemesen... Date: 2025.09.23 10:16:33 -0700



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

Date: Sep 18, 2025
To: Jan Fritz, Personnel Officer
From: Salvador Llerenas, Chief Human Resources Officer
Re: Recommendation to update three classifications and uphold pay grades.

Background Information:

As part of the strategy to maintain Marion County compensation and classification programs, human resources periodically reviews classification specifications and pay ranges. The classification review ensures classification specifications reflect current industry language, standards and county practices, and positions are properly classified and placed in the appropriate pay range. In determining if a classification is appropriately compensated HR conducts a market review in accordance with county personnel rules and HR practices. This review identifies which pay grade will bring the classification closest to the mean (0%) of market comparators within the county's current pay structure; in addition to these market findings, funding and internal equity are also considered when establishing the pay grade.

Discussion:

Functions performed by classification:

#063, Mail Courier

GENERAL STATEMENT OF DUTIES Sort and deliver incoming and outgoing county mail. Perform a variety of general office and administrative support tasks.

#127, Veterinary Technician

GENERAL STATEMENT OF DUTIES Veterinary Technicians (CVT) provide paraprofessional services essential to shelter operations and ensures the proper veterinary care, nourishment, and medical treatment of dogs housed by Marion County Dog Services. Incumbents perform a variety of technical and semi-skilled duties such as medical evaluations, vaccinations, and accurate recordkeeping; carry out shelter veterinarian euthanasia, and microchips placement directives and ensures compliance with animal health standards.

#162, Controller

GENERAL STATEMENT OF DUTIES Plan, organize, manage and direct the financial accounting and reporting operations, finance staff and multiple financial functions of the county, including accounts payable, accounts receivable, general ledger and financial reporting. Prepare and analyze accounting, fiscal and statistical statements and reports; plan, implement and maintain financial systems; develop program policies and procedures, ensure compliance with laws, rules, regulations, policies, and procedures.

#186, Accountant 1

GENERAL STATEMENT OF DUTIES Under general supervision, perform varied professional accounting tasks; prepare computerized analytical, statistical and narrative accounting reports.

#254, Education Services Advocate

GENERAL STATEMENT OF DUTIES Monitor the individual educational needs and school progress of court involved juveniles, advocate for and ensure appropriate academic placement and programming, provide direct services via testing and remediation in support of educational success.

#582, Nutritionist

GENERAL STATEMENT OF DUTIES Provides nutrition intervention for high-risk WIC clients, including counselling, development of an individual care plan, and follow-up appointments. Provides consultation, counselling and education to individuals and agencies concerned with proper food selection and nutrition;



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

assists in promoting a nutrition program; does related work as required.

After review, HR found these classifications to be within market.

- Recommendation:**
1. In unit 06, MCEA, #063, Mail Courier, uphold grade at 06.C42.
 2. In unit 06, MCEA, #127, Veterinary Technician, uphold grade at 06.C48.
 3. In unit 02, unrepresented, #162, Controller, uphold grade at 02.A33.
 4. In unit 06, MCEA, #186, Accountant 1, uphold grade at 06.C51.
 5. In unit 06, MCEA, #254, Education Services Advocate, uphold grade at 06.C51.
 6. In unit 06, MCEA, #582, Nutritionist, uphold grade at 06.C53.
 7. Approve recommendation beginning the first pay period following approval by the Board.

I concur with the findings of the Human Resources Department and approve the actions detailed above.



 Jan Fritz, Personnel Officer

 Date 9/23/25



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

Date: Sep 18, 2025
To: Jan Fritz, Personnel Officer
From: Salvador Llerenas, Chief Human Resources Officer
Re: Recommendation to update thirteen classifications and adjust pay grades upward.

Background Information:

As part of the strategy to maintain Marion County compensation and classification programs, human resources periodically reviews classification specifications and pay ranges. The classification review ensures classification specifications reflect current industry language, standards and county practices, and positions are properly classified and placed in the appropriate pay range.

In determining if a classification is appropriately compensated HR conducts a market review in accordance with county personnel rules and HR practices. This review identifies which pay grade will bring the classification closest to the mean (0%) of market comparators within the county's current pay structure; in addition to these market findings, funding and internal equity are also considered when establishing the pay grade.

Discussion:

Functions performed by classification:

#035 Accountant 2

GENERAL STATEMENT OF DUTIES

Independently perform a variety of moderately complex professional level finance and accounting functions; reconcile financial records; review accounting entries prepared by accounting personnel; assist in preparing routine financial reports and annual financial statements.

#052 Records Coordinator

GENERAL STATEMENT OF DUTIES Oversees all archiving, records management and microfilming projects in the County Clerk's office. Oversees the daily operation of the County Archives and provides advice and assistance to other County departments on archives and records management. Performs related work as required.

#066 Adult Abuse Investigator

GENERAL STATEMENT OF DUTIES Perform complex field investigations and research and ensure legal compliance per Oregon Administrative Rules. Conduct investigations of abuse/neglect complaints and protective service referrals. Independently prepare comprehensive written reports and research, conduct in-depth/sensitive interviews, and make formal recommendations regarding the care of individuals with intellectual/developmental disabilities and individuals with mental illness, who may be victim of abuse or neglect based on independently conducted field investigations.

#124 Dog Control Officer

GENERAL STATEMENT OF DUTIES Dog Control Officers enforce dog control ordinances, related laws and regulations; patrol areas of the county while responding to and investigating complaints of dog control violations; enforces dog license codes and statutes; capture, handle, transport and impound dogs.

#126, Shelter Operations Manager

GENERAL STATEMENT OF DUTIES Responsible to direct, plan, organize and coordinate the operations of the county's dog control program in accordance with state and county laws and regulations. Manage employees engaged in field enforcement of dog control laws, shelter operations, and related activities.



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

#130, Records Specialist

GENERAL STATEMENT OF DUTIES Process and maintain various legal and related records, documents, and files for the department, requiring a high degree of accuracy and judgment based on established procedures; performs related duties as assigned.

#177, Assistant Building Official

GENERAL STATEMENT OF DUTIES Supervises the inspection staff and permit specialists of the Building Inspection Division of Public Works and assists in the administration of the State Building Code and the Department of Environmental Quality on-site sewage disposal rules. Responsible for the planning, organizing, directing staffing and controlling of divisional responsibilities including the administration and enforcement of the various codes regulating construction, use or occupancy of all building and structures within the jurisdiction.

#250, Family Support Specialist

GENERAL STATEMENT OF DUTIES The Family Support Specialist provides direct and collateral services to younger at-risk youth and their families who are being served by the Marion County Family Support Program or the department. These services are directed at reducing risk factors and increasing protective factors or developmental assets to reduce the likelihood of the youth entering the juvenile justice system or increasing involvement.

#484, Maintenance Control Clerk

GENERAL STATEMENT OF DUTIES Maintains and controls parts and supplies inventory; delivers parts and supplies to satellite shops.

#501, Licensed Practical Nurse

GENERAL STATEMENT OF DUTIES The Licensed Practical Nurse (LPN) operates according to the Oregon State Board of Nursing Nurse Practice Act. The LPN acts as a member of a multidisciplinary health care team, provides direct care services to patients in treatment facilities such as hospitals, institutions, or clinics and in the community to ensure patients' physical, emotional, and mental well-being; and also provides direct services to prevent disease.

#584, Nutrition Specialist

GENERAL STATEMENT OF DUTIES Independently performs a variety of responsible administrative support activities to promote and maintain effective program services, according to established practice and procedures.

#601, Assistant Legal Counsel

GENERAL STATEMENT OF DUTIES Act as legal counsel to Marion County departments and provide support in the area of litigation and counsel to county departments.

#603, Assistant Legal Counsel Senior

GENERAL STATEMENT OF DUTIES Assists Marion County Legal Counsel in providing legal advice and representation to the Board of Commissioners, elected County officials and County departments.

After review, HR found these classifications to be below market.

- Recommendation:**
1. In unit 06, MCEA, #035, Accountant 2, adjust grade upward from 06.C53 to 06.C54.
 2. In unit 06, MCEA, #052, Records Coordinator, adjust grade upward from 06.C48 to 06.C21.
 3. In unit 06, MCEA, #066, Adult Abuse Investigator, adjust grade upward from 06.C52 to 06.C53.
 4. In unit 06, MCEA, #124, Dog Control Officer, adjust grade upward from 06.C47 to 06.C48.
-



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

5. In unit 02, unrepresented, #126, Shelter Ops Mgr, adjust grade upward from 02.A23 to 02.A24.
6. In unit 06, MCEA, #130, Records Specialist, adjust grade upward from 06.C45 to 06.C18.
7. In unit 02, unrepresented, #177, Assistant Building Official, reactivate and adjust grade upward from 02.A27 to 02.A30.
8. In unit 06, MCEA, #250, Family Support Spec, adjust grade upward from 06.C52 to 06.C53.
9. In unit 06, MCEA, #484, Maintenance Control Clerk, adjust grade upward from 06.C16 to 06.C17.
10. In unit 06, MCEA, #501, LPN, adjust grade upward from 06.C50 to 06.C51.
11. In unit 06, MCEA, #584, Nutrition Specialist, adjust grade upward from 06.C44 to 06.C45.
12. In unit 13, unrepresented, #601, Asst Legal Counsel, adjust grade upward from 13.G32 to 13.G34.
13. In unit 13, unrepresented, #603, Asst Legal Counsel Sr., adjust grade upward from 13.G35 to 13.G37.
14. Approve recommendation beginning the first pay period following approval by the Board.

I concur with the findings of the Human Resources Department and approve the actions detailed above.



Jan Fritz, Personnel Officer

Jan IF

9/23/25

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 1, 2025

Department: Human Resources

Title: Health Insurance Renewals for CY 2026

Management Update/Work Session Date: 9/16/2025 Audio/Visual aids

Time Required: 5 Contact: Lori Klemsen Phone: 503-584-7781

Requested Action: Approve the renewal rates for medical and dental insurance for CY 2026.

Issue, Description & Background: Each year, through consultation with Brown & Brown (Benefits Consultant), Marion County is presented with renewal rates for medical and dental coverage with our existing carriers. The renewals are brought forth and shared with the Health Insurance Study Committees (HISC) for review. Brown & Brown also presents any marketing results from other insurance carriers. The HISC then submits recommendations to the board for approval and the board can then determine if the recommendations are accepted or if further discussion is necessary.

Financial Impacts: See attachments

Impacts to Department & External Agencies: Specific Departmental impact has not been determined at this time.

List of attachments: HISC Summary Packet

Presenter: Lori Klemsen

Department Head Signature: Salvador Llerenas Digitally signed by Salvador Llerenas Date: 2025.09.23 14:47:37 -07'00'

Board Session

Health Insurance Renewals for CY 2026

October 1, 2025

Marion County offers medical and dental plans to the following two employee groups:

1. MCLEA/FOPPO Employee Group

Marion County Law Enforcement (MCLEA) and Federation of Oregon Parole and Probation Officers (FOPPO)

2. MC Employee Group

Marion County Employee's Association (MCEA), Oregon Nurses Association (ONA), Marion County Juvenile Employee's Association (MCJEA), Marion County District Attorney's Association (MCDAA), and all other Non-Represented Staff

Each year, through consultation with Brown & Brown (Benefits Consultant), Marion County is presented with renewal rates for medical and dental coverage with our existing carriers. This year, Brown & Brown also presented marketing results from other insurance carriers for review.

Recommendations for Benefits for CY 2026

The renewal information was provided to both Health Insurance Study Committees (MCLEA/FOPPO Employee Group and MC Employee Group). The HISC Committee would like to recommend the county stay with PacificSource and Kaiser for CY 2026:

MCLEA/FOPPO Employee Group

- PacificSource PPO Plan
 - Accept renewal at 9.9%
- Kaiser HMO
 - Accept renewal at 16.9%.
- Dental
 - Accept Kaiser renewal at 6.9%
 - Accept Delta Dental renewal at 0.0% (No Change).

MC Employee Group

- PacificSource PPO Plan and Pacific Source HDHP Plan
 - Accept renewal at 9.9%
- Kaiser HMO
 - Accept Kaiser renewal at 16.7%
- Dental
 - Accept Kaiser renewal at 6.8%.
 - Accept Delta Dental renewal at 1.5%.

Health Savings Arrangement (HSA)

The HSA is offered alongside the HDHP plan and provides a vehicle for HDHP participants to save pretax funds to cover out of pocket medical expenses. Traditionally, Marion County has authorized an employer contribution to the employee HSA accounts. The current annual employer contribution is \$700 for individual only coverage and \$1,400 for family coverage. The Human Resources Manager requests that the Marion County Board of Commissioners consider the annual employer HSA contribution at the current level.

Marion County Health Savings Account Contribution

	# of EE	Contribution
HSA Employer Contribution, EE only	89	\$62,300.00
HSA Employer Contribution, Family	154	\$215,600.00
Marion County Annual Contribution	243	\$277,900.00

**The above amounts are based on employer contribution of \$700 for employee only and \$1400 for family enrollments

**Number of current enrollments as of 9/01/2025

Part and Temporary Employee Health Plan

In order to comply with eligibility rules under the Affordable Health Care Act, Marion County offers an essential benefit health plan to employees who would not otherwise meet eligibility criteria under Marion County Benefit Plan rules. This plan is offered through PacificSource and meets essential benefits requirement and with an employer contribution towards the employee premium, meets affordability requirements. The Human Resources Manager recommends renewing this plan with an employer contribution as described in the attached Temporary and Part Time Plan description.

EXECUTIVE SUMMARY

Introduction

The following table summarizes your employee benefit plan renewals from the following insurance carriers and vendors for the plan year beginning January 1, 2026.

Benefit Plan	Carrier or Vendor	Initial % Renewal Increase	Final % Renewal Increase
Medical/Rx	PacificSource	19.1%	9.9%
Medical/Rx	Kaiser	20.0%	16.8%
Dental	Kaiser	13.6%	6.8%
Dental	Delta Dental	1.5%	1.5%
Life/AD&D	New York Life	-9.1%	Life: -25.0% AD&D: -11.9%
Life/AD&D – <i>Voluntary</i>	New York Life	0%	0%
Long Term Disability	New York Life	0%	-2.9%
Short Term Disability – <i>Voluntary</i>	New York Life	0%	0%
FSA Administration	CAS	0%	0%
COBRA Administration	CAS	0%	0%
Retiree Administration	CAS	0%	0%
HSA Administration	CAS	0%	0%
Employee Assistance Program	Canopy	0%	0%

Marion County
Medical/Rx Drug Plan Annual Cost Projection - MCLEA / FOPPO
January 1, 2026

Kaiser HMO Medical

	<u>Enrollment</u>	<u>Current</u>	<u>Renewal</u>	<u>Negotiated Renewal</u>	<u>Negotiated Renewal</u>	<u>Negotiated Renewal</u>
Active Unit Rate	129	\$1,592.48	\$1,910.98	\$1,861.28	\$1,861.28	\$1,861.28
Retiree Only	2	\$713.31	\$855.98	\$833.72	\$833.72	\$833.72
Retiree & One Dependent	1	\$1,426.62	\$1,711.94	\$1,667.44	\$1,667.44	\$1,667.44
Retiree & Dependents	<u>1</u>	\$2,139.92	\$2,567.92	\$2,501.14	\$2,501.14	\$2,501.14
Monthly	133	\$210,423	\$252,508	\$245,941	\$245,941	\$245,941
Annual		\$2,525,077	\$3,030,099	\$2,951,294	\$2,951,294	\$2,951,294
\$ Change			\$505,022	\$426,217	\$426,217	\$426,217
% Change			20.0%	16.9%	16.9%	16.9%

PacificSource PPO Medical

	<u>Enrollment</u>	<u>Current</u>	<u>Renewal</u>	<u>Negotiated Renewal</u>	<u>2nd Negotiated Renewal</u>	<u>3rd Negotiated Renewal</u>
Active Unit Rate	117	\$2,439.77	\$2,906.48	\$2,798.44	\$2,705.70	\$2,681.31
Retiree Only	4	\$1,107.18	\$1,318.98	\$1,269.95	\$1,227.86	\$1,216.79
Retiree & One Dependent	0	\$2,045.59	\$2,436.90	\$2,346.31	\$2,268.56	\$2,248.10
Retiree & Dependents	<u>0</u>	\$3,095.04	\$3,687.10	\$3,550.04	\$3,432.40	\$3,401.45
Monthly	121	\$289,882	\$345,334	\$332,497	\$321,478	\$318,580
Annual		\$3,478,582	\$4,144,009	\$3,989,967	\$3,857,740	\$3,822,965
\$ Change			\$665,427	\$511,386	\$379,158	\$344,383
% Change			19.1%	14.7%	10.9%	9.9%

Total Medical/Rx Drug Plan

PEPM		\$1,969.70	\$2,353.71	\$2,277.32	\$2,233.93	\$2,222.53
Monthly	254	\$500,305	\$597,842	\$578,438	\$567,419	\$564,522
Annual		\$6,003,659	\$7,174,108	\$6,941,261	\$6,809,034	\$6,774,259
\$ Change			\$1,170,449	\$937,602	\$805,375	\$770,600
% Change			19.5%	15.6%	13.4%	12.8%

Marion County
Dental Plan Annual Cost Projection - MCLEA / FOPPO
January 1, 2026

Kaiser Dental				
	<u>Enrollment</u>	<u>Current</u>	<u>Renewal</u>	<u>Negotiated Renewal</u>
Active Unit Rate	121	\$157.03	\$178.61	\$167.90
Retiree Only	2	\$70.23	\$79.88	\$75.09
Retiree & One Dependent	1	\$140.46	\$159.76	\$150.18
Retiree & Dependents	<u>1</u>	\$210.69	\$239.64	\$225.27
Monthly	125	\$19,492	\$22,171	\$20,842
Annual		\$233,907	\$266,052	\$250,098
\$ Change			\$32,145	\$16,191
% Change			13.7%	6.9%
Rate Guarantee				

Delta Dental				
	<u>Enrollment</u>	<u>Current</u>	<u>Renewal</u>	<u>Renewal</u>
Active Unit Rate	125	\$145.69	\$145.69	\$145.69
Retiree Only	4	\$66.97	\$66.97	\$66.97
Retiree & One Dependent	0	\$122.53	\$122.53	\$122.53
Retiree & Dependents	<u>0</u>	\$184.79	\$184.79	\$184.79
Monthly	129	\$18,479	\$18,479	\$18,479
Annual		\$221,750	\$221,750	\$221,750
\$ Change			\$0	\$0
% Change			0.0%	0.0%
Rate Guarantee				

Total Dental Plan				
PEPM	254	\$149.49	\$160.04	\$154.81
Monthly		\$37,971	\$40,650	\$39,321
Annual		\$455,656	\$487,801	\$471,848
\$ Change			\$32,145	\$16,191
% Change			7.1%	3.6%

Marion County
Medical Benefit Options - MCLEA / FOPPO
January 1, 2026

Plan Features	Kaiser HMO Medical		PacificSource PPO Medical	
	Current/Renewal Changes		Current/Renewal Changes	
Plan Info	Participating		Participating	Non-Participating
Plan Name	OR Plan C23A		Navigator 100_20+Rx S3	
Type of Plan	HMO		PPO	
Limited Network?	Yes		No	
PCP Required?	Yes		No	
Annual Deductible/Individual	None		\$100	
Annual Deductible/Family	None		\$300	
Coinsurance	Not applicable		20%	40%
Annual Out-of-Pocket Limit/Individual	\$600		\$800	\$1,600
Annual Out-of-Pocket Limit/Family	\$1,200		\$4,000	\$1,600 per individual
General Services				
Office Visit/Exam	\$5 Copay		First 3 visits covered at no charge; 20% after ded for additional visits	40% after ded
Specialist Visit	\$5 Copay		20% after ded	40% after ded
Virtual Visit	Covered in full		First 3 visits covered at no charge, then 20% after ded for additional visits	40% after ded
Naturopath Visit	\$5 Copay		20% after ded	40% after ded
Preventive Services	Covered in full		Covered in full	40% after ded
Diagnostic X-Ray & Lab	Covered in full		20%, Ded waived	40% after ded
High Cost Imaging	Covered in full		20% after ded	40% after ded
Urgent Care	\$10 Copay		20%, ded waived	20%, ded waived
Hospital Services				
Inpatient Hospitalization	Covered in full		\$100 Copay/admit plus 20%, after ded	\$100 Copay/admit plus 40%, after ded
Outpatient Services	\$5 Copay		20% after ded	40% after ded
Emergency Room	\$5 Copay		\$100 Copay then 20%, ded waived	
Alternative Therapy				
Chiropractic Services	Not Covered		20%, ded waived, 20 visits max/year	
Acupuncture	Not Covered		20%, ded waived, 12 visits max/year	
Massage Therapists	Not Covered		Not Covered	
Prescription Drug Benefits				
Medical Deductible Applies, then:				
Retail Generic (Preferred)	\$10 Copay		25% after ded (0%, ded waived, for Incentive Drugs)	25% after ded
Retail Generic (Non-Preferred)	\$10 Copay		25% after ded	25% after ded
Retail Brand (Preferred)	\$20 Copay		25% after ded	25% after ded
Retail Brand (Non-Preferred)	\$20 Copay		25% after ded	25% after ded
Specialty Drugs (Preferred)	same as retail copays		25% after ded	25% after ded
Specialty Drugs (Non-Preferred)	same as retail copays		25% after ded	25% after ded
Retail # of Days Supply	30 days		30 days	30 days, no more than 3 fills/year
Mail Order Generic (Preferred)	\$20 Copay		25% after ded (0%, ded waived, for Incentive Drugs)	Not Covered
Mail Order Generic (Non-Preferred)	\$20 Copay		25% after ded	Not Covered
Mail Order Brand (Preferred)	\$40 Copay		25% after ded	Not Covered
Mail Order Brand (Non-Preferred)	\$40 Copay		25% after ded	Not Covered
Mail Order # of Days Supply	90 days		90 days	
Vision Exam & Hardware				
Eye Exam	\$5 Copay		In-Network Covered in full	Out of Network Covered in full up to \$45 allowance
Hardware	Lenses / Frames / Contacts Combined allowance of \$150		Lenses Covered in full, Frames or Contacts covered up to \$200	Lenses, Frames, Contacts covered in full up to various allowances
	Every 12 months Exam, Every 24 months Hardware		Every 12 months Exam, Every 24 months Frames & Lenses	

2026 Kaiser Plan Changes: Refer to Kaiser document "2026 Oregon and Washington Plan Changes" for miscellaneous changes.

2026 PacificSource Plan Changes: Other than HSA plan limits, additional changes are TBD and set for release mid-August

This summary is intended to highlight the major benefit provisions of these plans for plan administration purposes. It is not intended to be an SPD for plan participants, nor does it intend to comprehensively summarize the full provisions, limitations and exclusions of these plans. If the terms of this summary and the SPD or plan document conflict, the SPD or plan document will control. For more information, please ask your service team for a complete SPD, insurance contract and/or plan document. Complete proposals are available upon request. **We recommend that you review complete proposals prior to changing carriers. If you choose to change carriers, please do not cancel coverage with your current carrier until advised to do so.**

Marion County

Dental Benefit Options - MCLEA / FOPPO

January 1, 2026

Plan Features	Kaiser Dental Current / Renewal Changes	Delta Dental Current / Renewal Changes	
Type of Plan	Dental HMO Plan R198	Premier Plan	
Out of Network Reimbursement	N/A - In-Network Only	Maximum Allowable Amount	
General Plan Information	<u>Participating</u>	<u>Participating</u>	<u>Non-Participating</u>
Annual Deductible/Individual	None	None	
Annual Deductible/Family	None	None	
Annual Plan Maximum	No Maximum	\$1,500	
Preventive Services	Preventive Services do not apply to the Annual Maximum		
Exams, X-Rays, Cleanings	Covered in full	0%	0%
Sealants	Covered in full	0%	0%
Space Maintainers	Covered in full	0%	0%
Basic Services			
Routine Fillings	Covered in full	0%	0%
Simple Extractions	Covered in full	0%	0%
Complex Extractions/Surgical	Covered in full	50% (covered under Major Services)	50% (covered under Major Services)
Periodontics	Covered in full	50% (covered under Major Services)	50% (covered under Major Services)
Endodontics	Covered in full	0%	0%
Major Services			
Crowns	\$45 Copay	50%	50%
Bridges, Dentures	\$45 Copay Bridges, \$65 to \$95 Copay Dentures	50%	50%
Implants	Not Covered	50%	50%
Orthodontia Services			
Child Benefits		20%	20%
Adult Benefits	Not Covered	20%	20%
Lifetime Maximum		\$700	

2026 Kaiser Plan Changes: Refer to Kaiser document "2026 Oregon and Washington Plan Changes" for miscellaneous changes.

2026 Delta Dental Plan Changes: changes are TBD

This summary is intended to highlight the major benefit provisions of these plans for plan administration purposes. It is not intended to be an SPD for plan participants, nor does it intend to comprehensively summarize the full provisions, limitations and exclusions of these plans. If the terms of this summary and the SPD or plan document conflict, the SPD or plan document will control. For more information, please ask your service team for a complete SPD, insurance contract and/or plan document. Complete proposals are available upon request. **We recommend that you review complete proposals prior to changing carriers. If you choose to change carriers, please do not cancel coverage with your current carrier until advised to do so.**

Marion County
Employee Health Plan Contributions - MCLEA / FOPPO
January 1, 2026
Based on Current Contribution Method

	Current (2025)			Renewal (2026)			Monthly Difference versus 2025	
	Premium	County Cost	EE Cost	Premium	County Cost	EE Cost	County	Employee
Kaiser HMO Medical	\$1,592.48			\$1,861.28				
Kaiser Dental	\$157.03			\$167.90				
MCLEA/FOPPO	\$1,749.51	\$1,662.03	\$87.48	\$2,029.18	\$1,927.72	\$101.46	\$265.69	\$13.98
Kaiser HMO Medical	\$1,592.48			\$1,861.28				
Delta Dental	\$145.69			\$145.69				
MCLEA/FOPPO	\$1,738.17	\$1,651.26	\$86.91	\$2,006.97	\$1,906.62	\$100.35	\$255.36	\$13.44
PacificSource PPO	\$2,439.77			\$2,681.31				
Kaiser Dental	\$157.03			\$167.90				
MCLEA/FOPPO	\$2,596.80	\$2,466.96	\$129.84	\$2,849.21	\$2,706.75	\$142.46	\$239.79	\$12.62
PacificSource PPO	\$2,439.77			\$2,681.31				
Delta Dental	\$145.69			\$145.69				
MCLEA/FOPPO	\$2,585.46	\$2,456.19	\$129.27	\$2,827.00	\$2,685.65	\$141.35	\$229.46	\$12.08

Marion County
Medical/Rx Drug Plan Annual Cost Projection - MC
January 1, 2026

Kaiser HMO Medical						
	<u>Enrollment</u>	<u>Current</u>	<u>Renewal</u>	<u>Negotiated Renewal</u>	<u>Negotiated Renewal</u>	<u>Negotiated Renewal</u>
Active Unit Rate	553	\$1,671.90	\$2,007.04	\$1,951.36	\$1,951.36	\$1,951.36
Retiree Only	19	\$722.66	\$867.20	\$844.64	\$844.64	\$844.64
Retiree & One Dependent	5	\$1,445.32	\$1,734.38	\$1,689.30	\$1,689.30	\$1,689.30
Retiree & Dependents	1	\$2,167.99	\$2,601.58	\$2,533.94	\$2,533.94	\$2,533.94
Monthly	578	\$947,686	\$1,137,643	\$1,106,131	\$1,106,131	\$1,106,131
Annual		\$11,372,230	\$13,651,721	\$13,273,568	\$13,273,568	\$13,273,568
\$ Change			\$2,279,491	\$1,901,338	\$1,901,338	\$1,901,338
% Change			20.0%	16.7%	16.7%	16.7%

PacificSource PPO Medical						
	<u>Enrollment</u>	<u>Current</u>	<u>Renewal</u>	<u>Negotiated Renewal</u>	<u>2nd Negotiated Renewal</u>	<u>3rd Negotiated Renewal</u>
Active Unit Rate	293	\$1,975.36	\$2,353.23	\$2,265.76	\$2,190.67	\$2,170.92
Retiree Only	7	\$885.13	\$1,054.45	\$1,015.25	\$981.61	\$972.76
Retiree & One Dependent	2	\$1,711.77	\$2,039.22	\$1,963.42	\$1,898.35	\$1,881.24
Retiree & Dependents	1	\$2,584.09	\$3,078.41	\$2,963.97	\$2,865.76	\$2,839.91
Monthly	303	\$590,984	\$704,034	\$677,865	\$655,400	\$649,491
Annual		\$7,091,808	\$8,448,413	\$8,134,383	\$7,864,800	\$7,793,895
\$ Change			\$1,356,604	\$1,042,575	\$772,992	\$702,087
% Change			19.1%	14.7%	10.9%	9.9%

PacificSource HDHP Medical						
	<u>Enrollment</u>	<u>Current</u>	<u>Renewal</u>	<u>Negotiated Renewal</u>	<u>2nd Negotiated Renewal</u>	<u>3rd Negotiated Renewal</u>
Active Unit Rate	243	\$1,718.04	\$2,046.67	\$1,970.58	\$1,905.28	\$1,888.10
Retiree Only	6	\$801.74	\$955.11	\$919.60	\$889.13	\$881.11
Retiree & One Dependent	1	\$1,399.21	\$1,666.87	\$1,604.91	\$1,551.72	\$1,537.73
Retiree & Dependents	0	\$2,216.74	\$2,640.79	\$2,542.62	\$2,458.36	\$2,436.20
Monthly	250	\$423,693	\$504,738	\$485,973	\$469,870	\$465,633
Annual		\$5,084,320	\$6,056,860	\$5,831,681	\$5,638,434	\$5,587,592
\$ Change			\$972,540	\$747,361	\$554,114	\$503,272
% Change			19.1%	14.7%	10.9%	9.9%

Total Medical/Rx Drug Plan						
	<u>Enrollment</u>	<u>Current</u>	<u>Renewal</u>	<u>Negotiated Renewal</u>	<u>2nd Negotiated Renewal</u>	<u>3rd Negotiated Renewal</u>
PEPM		\$1,735.07	\$2,074.64	\$2,007.05	\$1,972.94	\$1,963.97
Monthly	1131	\$1,962,363	\$2,346,416	\$2,269,969	\$2,231,400	\$2,221,255
Annual		\$23,548,359	\$28,156,994	\$27,239,632	\$26,776,803	\$26,655,056
\$ Change			\$4,608,635	\$3,691,274	\$3,228,444	\$3,106,697
% Change			19.6%	15.7%	13.7%	13.2%

Marion County
Dental Plan Annual Cost Projection - MC
January 1, 2026

Kaiser Dental				
	<u>Enrollment</u>	<u>Current</u>	<u>Renewal</u>	<u>Negotiated Renewal</u>
Active Unit Rate	437	\$124.02	\$140.85	\$132.40
Retiree Only	13	\$55.11	\$62.59	\$58.83
Retiree & One Dependent	5	\$110.21	\$125.17	\$117.65
Retiree & Dependents	1	\$165.32	\$187.76	\$176.48
Monthly	456	\$55,630	\$63,179	\$59,388
Annual		\$667,554	\$758,145	\$712,660
\$ Change			\$90,590	\$45,105
% Change			13.6%	6.8%
Rate Guarantee				

Delta Dental				
	<u>Enrollment</u>	<u>Current</u>	<u>Renewal</u>	<u>Renewal</u>
Active Unit Rate	656	\$134.48	\$136.50	\$136.50
Retiree Only	13	\$61.94	\$62.87	\$62.87
Retiree & One Dependent	3	\$113.33	\$115.03	\$115.03
Retiree & Dependents	2	\$170.94	\$173.50	\$173.50
Monthly	674	\$89,706	\$91,053	\$91,053
Annual		\$1,076,472	\$1,092,641	\$1,092,641
\$ Change			\$16,169	\$16,169
% Change			1.5%	1.5%
Rate Guarantee				

Total Dental Plan				
PEPM	1130	\$128.62	\$136.49	\$133.13
Monthly		\$145,336	\$154,232	\$150,442
Annual		\$1,744,026	\$1,850,786	\$1,805,301
\$ Change			\$106,759	\$61,275
% Change			6.1%	3.5%

Marion County
Medical Benefit Options - MC
January 1, 2026

Plan Features	Kaiser HMO Medical Current/Renewal Changes	PacificSource PPO Medical Current/Renewal Changes		PacificSource HDHP Medical Current/Renewal Changes		
	Participating	Participating	Non-Participating	Participating	Non-Participating	
Plan Info	Oregon Ded Plan 2C23		Navigator 300+15_30 S3		Navigator HSA 1600_20+Rx Non-embedded S3	
Plan Name	HMO	PPO		HSA-Eligible PPO		
Type of Plan	Yes	No		No		
Limited Network?	Yes	No		No		
PCP Required?	\$500	\$300		\$1,650 / 2025 Change: \$1,700		
Annual Deductible/Individual	\$1,500	\$900		\$3,300 / 2025 Change: \$3,400		
Annual Deductible/Family	20%	30%	50%	20%	40%	
Coinsurance	\$3,000	\$5,000	\$10,000	\$3,000	\$7,600	
Annual Out-of-Pocket Limit/Individual	\$9,000	\$10,000	\$20,000	\$6,000	\$15,200	
Annual Out-of-Pocket Limit/Family						
General Services						
Office Visit/Exam	First 3 visits covered at \$5 Copay then \$15 Copay	First 3 visits covered at \$5 Copay then \$15 Copay	50% after ded	After ded, first 3 visits covered at no charge; 20% after ded for additional visits	40% after ded	
Specialist Visit	\$30 Copay	\$15 Copay	50% after ded	20% after ded	40% after ded	
Virtual Visit	Covered in full	First three visits no deductible, \$5. Subsequent visits, no ded, \$15	50% after ded	After ded, first 3 visits covered at no charge (combined with office visit benefit), then 20% after ded for additional visits	40% after ded	
Naturopath Visit	First 3 visits (combined with office visit benefit) covered at \$5 Copay	\$15 Copay	50% after ded	20% after ded	40% after ded	
Preventive Services	Covered in full	Covered in full	50% after ded	Covered in full	40% after ded	
Diagnostic X-Ray & Lab	\$15 Copay per dept visit	30%, ded waived	50% after ded	20% after ded	40% after ded	
High Cost Imaging	\$100 Copay per dept visit	\$100 Copay/test plus 30%, after ded	\$100 Copay/test plus 50%, after ded	20% after ded	40% after ded	
Urgent Care	\$40 Copay	\$15 Copay	50% after ded	20% after ded	40% after ded	
Hospital Services						
Inpatient Hospitalization	\$100 Copay per day, up to \$500 Copay per admittance	\$100 Copay/admit plus 30%, after ded	\$100 Copay/admit plus 50%, after ded	20% after ded	40% after ded	
Outpatient Services	\$20 Copay	30% after ded	50% after ded	20% after ded	40% after ded	
Emergency Room	\$200 Copay after ded, waived if admitted	\$200 Copay plus 30%, ded waived		20% after ded	40% after ded	
Alternative Therapy		Visit Limits are Shared Across Tiers		Visit Limits are Shared Across Tiers		
Chiropractic Services	\$40 Copay, 20 visits max/year	30%, ded waived, 20 visits max/year		20% after ded, 20 visits max/year	40% after ded	
Acupuncture	\$40 Copay, 12 visits max/year	30%, ded waived, 12 visits max/year		20% after ded, 12 visits max/year	40% after ded	
Massage Therapists	\$25 Copay, 12 visits max/year	Not Covered		Not Covered		
Prescription Drug Benefits				Medical Deductible Applies, then:		
Retail Generic (Preferred)	\$10 Copay	\$10 Copay (incentive drugs covered in full)	50%, ded waived	20% after ded (0%, ded waived, for incentive drugs)	50% after ded	
Retail Generic (Non-Preferred)	\$10 Copay	\$10 Copay	50%, ded waived	20% after ded	50% after ded	
Retail Brand (Preferred)	\$30 Copay	\$30 Copay	50%, ded waived	20% after ded	50% after ded	
Retail Brand (Non-Preferred)	50% up to \$100 max Copay same as retail copays	50%, ded waived	50%, ded waived	20% after ded	50% after ded	
Specialty Drugs (Preferred)	same as retail copays	\$50 Copay	\$50 Copay	20% after ded	20% after ded	
Specialty Drugs (Non-Preferred)	same as retail copays	\$50 Copay	\$50 Copay	20% after ded	20% after ded	
Retail # of Days Supply	30 days	30 days	30 days, no more than 3 fills/year	30 days	30 days, no more than 3 fills/year	
Mail Order Generic (Preferred)	\$20 Copay	\$30 Copay (incentive drugs covered in full)	Not Covered	20% after ded (0% ded waived for incentive drugs)	Not Covered	
Mail Order Generic (Non-Preferred)	\$20 Copay	\$30 Copay	Not Covered	20% after ded	Not Covered	
Mail Order Brand (Preferred)	\$60 Copay	\$90 Copay	Not Covered	20% after ded	Not Covered	
Mail Order Brand (Non-Preferred)	50% up to \$200 Copay	50%, ded waived	Not Covered	20% after ded	Not Covered	
Mail Order # of Days Supply	90 days	90 days		90 days		
Vision Exam & Hardware						
Eye Exam	\$20 Copay	\$10 Copay	\$10 Copay, \$45 allowance	\$10 Copay	\$10 Copay, \$45 allowance	
Hardware	Lenses / Frames / Contacts Combined allowance of \$200	Lenses Covered in full, Frames or Contacts covered up to \$200	Lenses, Frames, Contacts covered in full up to various allowances	Lenses Covered in full, Frames or Contacts covered up to \$200	Lenses, Frames, Contacts covered in full up to various allowances	
	Every 12 months Exam & Hardware	Every 12 months Exam, Frames & Lenses		Every 12 months Exam, Frames & Lenses		

2026 Kaiser Plan Changes: Refer to Kaiser document "2026 Oregon and Washington Plan Changes" for miscellaneous changes.

2026 PacificSource Plan Changes: Other than HSA plan limits, additional changes are TBD and set for release mid-August

This summary is intended to highlight the major benefit provisions of these plans for plan administration purposes. It is not intended to be an SPD for plan participants, nor does it intend to comprehensively summarize the full provisions, limitations and exclusions of these plans. If the terms of this summary and the SPD or plan document conflict, the SPD or plan document will control. For more information, please ask your service team for a complete SPD, insurance contract and/or plan document. Complete proposals are available upon request. **We recommend that you review complete proposals prior to changing carriers. If you choose to change carriers, please do not cancel coverage with your current carrier until advised to do so.**

Marion County
Dental Benefit Options - MC
January 1, 2026

Plan Features	Kaiser Dental Current / Renewal Changes	Delta Dental Current / Renewal Changes	
Type of Plan	Dental HMO Plan R328	Premier Plan	
Out of Network Reimbursement	N/A - In-Network Only	Maximum Allowable Amount	
General Plan Information	Participating	Participating	Non-Participating
Annual Deductible/Individual	\$25	\$50	
Annual Deductible/Family	\$75	\$150	
Annual Plan Maximum	\$2,000	\$2,000	
Preventive Services	Deductible Waived for Preventive Services	Deductible Waived for Preventive and Preventive Services	
Exams, X-Rays, Cleanings	0%	0%	0%
Sealants	0%	0%	0%
Space Maintainers	0%	0%	0%
Basic Services	Deductible Applies:	Deductible Applies:	
Routine Fillings	0%	20%	20%
Simple Extractions	0%	20%	20%
Complex Extractions/Surgical	0%	50% (covered under Major Services)	50% (covered under Major Services)
Periodontics	20%	50% (covered under Major Services)	50% (covered under Major Services)
Endodontics	20%	20%	20%
Major Services	Deductible Applies:	Deductible Applies:	
Crowns	50%	50%	50%
Bridges, Dentures	50%	50%	50%
Implants	Not Covered	50%	50%
Orthodontia Services		Deductible Waived:	
Child Benefits	50%	50%	50%
Adult Benefits	50%	50%	50%
Lifetime Maximum	\$1,000	\$1,000	

2026 Kaiser Plan Changes: Refer to Kaiser document "2026 Oregon and Washington Plan Changes" for miscellaneous changes.

2026 Delta Dental Plan Changes: changes are TBD

This summary is intended to highlight the major benefit provisions of these plans for plan administration purposes. It is not intended to be an SPD for plan participants, nor does it intend to comprehensively summarize the full provisions, limitations and exclusions of these plans. If the terms of this summary and the SPD or plan document conflict, the SPD or plan document will control. For more information, please ask your service team for a complete SPD, insurance contract and/or plan document. Complete proposals are available upon request. **We recommend that you review complete proposals prior to changing carriers. If you choose to change carriers, please do not cancel coverage with your current carrier until advised to do so.**

Marion County
Employee Health Plan Contributions - MC
January 1, 2026
Based on Current Contribution Method

	Current (2025)			Renewal (2026)			Monthly Difference versus 2025	
	Premium	County Cost	EE Cost	Premium	County Cost	EE Cost	County	Employee
Kaiser HMO Medical	\$1,671.90			\$1,951.36				
Kaiser Dental	\$124.02			\$132.40				
MC	\$1,795.92	\$1,746.00	\$49.92	\$2,083.76	\$1,846.00	\$237.76	\$100.00	\$187.84
MCJEA	\$1,795.92	\$1,795.92	\$0.00	\$2,083.76	\$1,896.00	\$187.76	\$100.08	\$187.76
ONA	\$1,795.92	\$1,746.00	\$49.92	\$2,083.76	\$1,846.00	\$237.76	\$100.00	\$187.84
MCDAA	\$1,795.92	\$1,646.00	\$149.92	\$2,083.76	\$1,671.00	\$412.76	\$25.00	\$262.84
Kaiser HMO Medical	\$1,671.90			\$1,951.36				
Delta Dental	\$134.48			\$136.50				
MC	\$1,806.38	\$1,746.00	\$60.38	\$2,087.86	\$1,846.00	\$241.86	\$100.00	\$181.48
MCJEA	\$1,806.38	\$1,796.00	\$10.38	\$2,087.86	\$1,896.00	\$191.86	\$100.00	\$181.48
ONA	\$1,806.38	\$1,746.00	\$60.38	\$2,087.86	\$1,846.00	\$241.86	\$100.00	\$181.48
MCDAA	\$1,806.38	\$1,646.00	\$160.38	\$2,087.86	\$1,671.00	\$416.86	\$25.00	\$256.48
PacificSource PPO	\$1,975.36			\$2,170.92				
Kaiser Dental	\$124.02			\$132.40				
MC	\$2,099.38	\$1,746.00	\$353.38	\$2,303.32	\$1,846.00	\$457.32	\$100.00	\$103.94
MCJEA	\$2,099.38	\$1,796.00	\$303.38	\$2,303.32	\$1,896.00	\$407.32	\$100.00	\$103.94
ONA	\$2,099.38	\$1,746.00	\$353.38	\$2,303.32	\$1,846.00	\$457.32	\$100.00	\$103.94
MCDAA	\$2,099.38	\$1,646.00	\$453.38	\$2,303.32	\$1,671.00	\$632.32	\$25.00	\$178.94
PacificSource PPO	\$1,975.36			\$2,170.92				
Delta Dental	\$134.48			\$136.50				
MC	\$2,109.84	\$1,746.00	\$363.84	\$2,307.42	\$1,846.00	\$461.42	\$100.00	\$97.58
MCJEA	\$2,109.84	\$1,796.00	\$313.84	\$2,307.42	\$1,896.00	\$411.42	\$100.00	\$97.58
ONA	\$2,109.84	\$1,746.00	\$363.84	\$2,307.42	\$1,846.00	\$461.42	\$100.00	\$97.58
MCDAA	\$2,109.84	\$1,646.00	\$463.84	\$2,307.42	\$1,671.00	\$636.42	\$25.00	\$172.58
PacificSource HDHP	\$1,718.04			\$1,888.10				
Kaiser Dental	\$124.02			\$132.40				
MC	\$1,842.06	\$1,746.00	\$96.06	\$2,020.50	\$1,846.00	\$174.50	\$100.00	\$78.44
MCJEA	\$1,842.06	\$1,796.00	\$46.06	\$2,020.50	\$1,896.00	\$124.50	\$100.00	\$78.44
ONA	\$1,842.06	\$1,746.00	\$96.06	\$2,020.50	\$1,846.00	\$174.50	\$100.00	\$78.44
MCDAA	\$1,842.06	\$1,646.00	\$196.06	\$2,020.50	\$1,671.00	\$349.50	\$25.00	\$153.44
PacificSource HDHP	\$1,718.04			\$1,888.10				
Delta Dental	\$134.48			\$136.50				
MC	\$1,852.52	\$1,746.00	\$106.52	\$2,024.60	\$1,846.00	\$178.60	\$100.00	\$72.08
MCJEA	\$1,852.52	\$1,796.00	\$56.52	\$2,024.60	\$1,896.00	\$128.60	\$100.00	\$72.08
ONA	\$1,852.52	\$1,746.00	\$106.52	\$2,024.60	\$1,846.00	\$178.60	\$100.00	\$72.08
MCDAA	\$1,852.52	\$1,646.00	\$206.52	\$2,024.60	\$1,671.00	\$353.60	\$25.00	\$147.08

Part and Temporary Employee Health Plan

In order to comply with eligibility rules under the Affordable Health Care Act, Marion County offers an essential benefit health plan to employees who would not otherwise meet eligibility criteria under Marion County Benefit Plan rules. This plan is offered through PacificSource and meets essential benefits requirement and with an employer contribution towards the employee premium, meets affordability requirements. The Human Resources Manager recommends renewing this plan with an employer contribution as described in the attached Temporary and Part Time Plan description.

Marion County
Medical/Rx Drug Plan Annual Cost Projection - Part-time & Temporary Employees
January 1, 2026

Part Time Employees - Medical							2026 Contributions	
PacificSource \$7,000 Ded Plan								
	<u>Enrollment</u>	<u>Current</u>	<u>Renewal</u>	<u>Negotiated Renewal</u>	<u>2nd Negotiated Renewal</u>	<u>3rd Negotiated Renewal</u>	<u>County Cost</u>	<u>Employee Cost</u>
Employee Only	0	\$707.30	\$842.60	\$811.28	\$784.40	\$777.32	\$582.46	\$194.86
Employee & 1 Dependent	0	\$2,051.18	\$2,443.56	\$2,352.72	\$2,274.76	\$2,254.25	\$582.46	\$1,671.79
Employee & 2+ Dependents	0	\$2,051.18	\$2,443.56	\$2,352.72	\$2,274.76	\$2,254.25	\$582.46	\$1,671.79



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 1, 2025

Department: Legal Counsel

Title: Opioid Settlement

Management Update/Work Session Date: September 16, 2025 Audio/Visual aids

Time Required: 5 mins Contact: Steve Elzinga Phone: 503-588-5220

Requested Action: Sign Board Order authorizing County Counsel to sign the opioid settlement.

Issue, Description & Background: A new nationwide opioid settlement has been reached with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. Oregon's share will be split 45% to the state and 55% to local governments. Marion County's share would be 4.1636475308%.

Oregon's Attorney General estimates that Oregon's share will be up to approximately \$10.1 million, which would mean that Marion County's share would be up to approximately \$420,528.

Funds must be spent or encumbered within five years of receipt.

Financial Impacts: If the county opts in to this settlement, the county will receive up to approximately \$420,528.00 in opioid settlement funds.

Impacts to Department & External Agencies:

List of attachments: Proposed Board Order

Presenter: Steve Elzinga

Department Head Signature: *Scott A. Nor*

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Participation in New)
Opioid Manufacturers Settlement)

ORDER No. 25-

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on October 1, 2025, to consider approval of participation in a national opioid settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

WHEREAS, a new proposed settlement has been reached with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

WHEREAS, the state of Oregon has decided to participate.

WHEREAS, Marion County must elect to participate in the settlement to share in the settlement funds.

IT IS HEREBY ORDERED that Marion County will participate in the settlement.

IT IS HEREBY ORDERED that County Counsel, Steve Elzinga, is authorized to sign the participation form on behalf of Marion County.

DATED at Salem, Oregon the 1st day of October, 2025.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/01/2026

Department: Public Works

Title: PW-6067-24, Amendment 2 - Rambler Drive Bridge Project

Management Update/Work Session Date: 09/16/25 Audio/Visual aids

Time Required: 10 Min. Contact: Ryan Crowther Phone: 503-365-3112

Requested Action:
Approve Amendment 2 to Contract PW-6067-24 with Farline Bridge Inc., for the rehabilitation of the Rambler Drive SE (Little Pudding River) Bridge, increasing the total contract price by \$189,007.89, from \$3,542,409.73 to \$3,731,417.62.

Issue, Description & Background:
Project includes repair of Little Pudding River Bridge Number 05419A by replacing the rotting timber decking system and installing a new deck membrane, ACWS and deck joints; installing new thrie-beam bridge rails and new guardrail and guardrail transitions at the bridge approaches, also replacing pile caps and piling identified for immediate repair.

This Amendment 2 includes costs associated with contract change order's (CCO) 4 & 5. These change orders include additional costs for timber stringers, contaminated material testing, modifications to bridge steel paving dam, and timber decking.

Financial Impacts:
The total estimated cost is \$189,007.89 of which \$169,596.78 (89.73%) is to be paid using federal funds and \$19,411.11 (10.27%) is to be paid with County Road Funds.

Impacts to Department & External Agencies:
There is no financial impact to other Departments.

List of attachments:
Amendment 2 to Construction Contract PW-6067-24

Presenter:
Ryan Crowther

Department Head Signature:
Brian Nicholas Digitally signed by Brian Nicholas
Date: 2025.08.27 07:16:30 -07'00'

Contract Review Sheet

Public Improvement Agreements

PW-6067-24 - Am2

Title: Construction of Rambler Dr SE: Little Pudding River Bridge Project Structures

Contractor's Name: Farline Bridge, Inc.

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: Execution

Expires: September 30, 2025

Original Contract Amount: \$ 3,342,909.73

Previous Amendments Amount: \$ 199,500.00

Current Amendment: \$ 189,007.89

New Contract Total: \$ 3,731,417.62

Amd% 12%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 40-0200 Invitation to Bid - Public Improvement

ITB# PW1491-24

Description of Services or Grant Award

Federal construction project #C047(102) for rehabilitation of the existing Rambler Rd. timber bridge #B5419A which includes (1) replacing the decking system and installing a new deck membrane, (2) installing new thrie-beam rails and felloe guards, and (3) installing new guardrail and transitions.

Amendment 1 - increases contract by \$157,500.00 through change order #2 to add additional quantities of item 9999.539 Timber and Lumber, Stringers and in the introduction section 1.5 and Special Provision 00180.50(h) update contract time, replace July 31, 2025, with August 21, 2025.

Amendment 2 - increases contract by \$189,007.89 through change order #4 and 5 to add additional quantities of items 9999.539 Timber and Lumber, Stringers, 9999-0596 Contaminated Material Testing, 9999-0597 Modifications to Bridge Steel Paving Dam, 9999-0541 Timber Decking and in the introduction section 1.5 and Special Provision 00180.50(h) update contract time, replace August 21, 2025, with September 30, 2025.

Desired BOC Session Date: 10/1/2025

Contract should be in DocuSign by: 9/10/2025

Agenda Planning Date: 9/18/2025

Printed packets due in Finance: 9/16/2025

Management Update: 9/16/2025

BOC upload / Board Session email: 9/17/2025

BOC Session Presenter(s) Ryan Crowther

Code: Y

REQUIRED APPROVALS

DocuSigned by:

 A3638E7AEC704F4...
 Finance - Contracts 8/29/2025
 Date

Signed by:

 DATEBDDCC4E7B47D...
 Contract Specialist 9/3/2025
 Date

Signed by:

 60C08A6F708240B...
 Legal Counsel 9/2/2025
 Date

DocuSigned by:

 DC16254248DE4EC...
 Chief Administrative Officer 9/2/2025
 Date



Marion County
OREGON

AMENDMENT 2 to PW-6067-24
the CONSTRUCTION CONTRACT FOR SERVICES
between
MARION COUNTY and FARLINE BRIDGE, INC.

This Amendment No. 2 to the Construction Contract for Services (as amended from time to time, the “Contract”), dated June 05, 2024, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Farline Bridge, Inc., 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 order 2024-452-04, and 2024-452-05 attached to this Amendment, is hereby incorporated.

Page 1, Paragraph 2, 1st sentence: “Contractor, in consideration of the sum of ~~\$3,542,409.73~~ \$3,731,417.63 to be paid to the Contractor by the County...”

Page 14, In the Introduction section 1.5 and Special Provision 00180.50(h) – Contract Time, replace ~~August 21, 2025~~, with September 30, 2025.

Except as expressly amended above, all other terms and conditions of the original contract 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: DocuSigned by:
Brian Nicholas
9793BA7ACD6D443...

Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz
DC16351248DE4EC...

Chief Administrative Officer Date

Reviewed by Signature: Signed by:
Scott Norris
80C98A6F708240B...

Marion County Legal Counsel Date

DocuSigned by:

Reviewed by Signature: _____ 8/29/2025
Marion County Contracts & Procurement Date

FARLINE BRIDGE, INC. SIGNATURE

Authorized Signature: _____ Date

Title: _____

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
 CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: RAMBLER DR SE: LITTLE PUDDING RIVER BRIDGE

CONTRACT NO: 2024-452

CHANGE ORDER NO: 4
 PW-6067-24

CONTRACTOR NAME: FARLINE BRIDGE

ADDRESS:
PO BOX 149
STAYTON OR 97383

Reason for Change Order: CCO4

This change order includes several additional work items such as the procurement of additional timber stringers, modifications to the steel paving dam, and slope paving. In addition to these extra work items, it is recognized that additional Contract Time is warranted. It has been agreed to extend the Contract to September 30, 2025. See Supporting Data Summary for further details.

Contract Document Revisions (Plans/Specs):

Make the following changes to the Contract bid items:

Add 20 EA to item 9999-0539 Timber and Lumber, Stringers at the re-negotiated price of \$2,280 EA

Add bid item 9999-0596, Contaminated Material Testing, 1 Lump Sum, at the agreed upon price of \$2,753.01

Add bid item 9999-0597, Modifications to the Bridge Steel Paving Dam, 1 Lump Sum, at the agreed upon price of \$4,754.88

Make the following changes to the contract special provisions:

In the Introduction section 1.5 and Special Provision 00180.50(h) - Contract Time, replace August 21, 2025, with September 30, 2025.

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2024-452-001	9999-0539	TIMBER AND LUMBER, STRINGERS	20	EA (Each)	\$2,280.00	\$45,600.00	21
2024-452-001	9999-0596	CONTAMINATED MATERIAL TESTING	1	LS	\$2,753.01	\$2,753.01	21
2024-452-001	9999-0597	MODIFICATIONS TO THE BRIDGE STEEL PAVING DAM	1	LS	\$4,754.88	\$4,754.88	21

Reason Codes

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

21	Changes performed to meet or improve original quality and intent of project.
21	Changes performed to meet or improve original quality and intent of project.

Estimated Net Cost Effect of the Agreement on the Contract: \$53,107.89

Specifications and provisions - The work to be done under this agreement is to be performed, measured and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified. This agreement extends the completion time to September 30, 2025.

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additional compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

Joey Walczak

Date: 06/18/2025

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

Mitchell Amour

Marion County Project Manager
Date: 06/18/2025

Ryan Crowther

Marion County Capital Projects Manager
Date: 06/20/2025

Lam Radtke

Date: 06/23/2025

Marion County Engineer

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
 CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: RAMBLER DR SE: LITTLE PUDDING RIVER BRIDGE

CONTRACT NO: 2024-452

CHANGE ORDER NO: 5
PW-6067-24

CONTRACTOR NAME: Farline Bridge, Inc.

ADDRESS:
 1445 Miller Drive
 Stayton OR 97383
 U.S.A.

BILLING ADDRESS:
 PO Box 149
 Stayton OR 97383

Reason for Change Order: Add Timber Decking

The purpose of this change order is to add additional quantity of 9999.541 Timber Decking. This is due to a computational error, from the design consultant, during the preparation of the bid schedule.

This change has no impact on contract time.

Contract Document Revisions (Plans/Specs):

Make the following changes to the Contract bid items:

Add 45.3 EA to item 9999-0541 Timber Decking at the agreed upon price of \$3,000.00 EA

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2024-452-001	9999-0541	TIMBER DECKING	45.3	MB (Thousand Foot Board Measure)	\$3,000.00	\$135,900.00	23

Estimated Net Cost Effect of the Agreement on the Contract:

\$135,900.00

Reason Codes

23	Error in Plans, Specifications, and Design
----	--

Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additional compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

Date:

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

Marion County Project Manager
Date:

Marion County Capital Projects Manager
Date:

Date:

Marion County Engineer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 24, 2025

Department: Public Works

Title: Sinker Creek Bridge Prefabricated Structure

Management Update/Work Session Date: 9/9/2025 Audio/Visual aids

Time Required: 5 minutes Contact: Steven Preszler Phone: 971-375-8108

Requested Action: Award the Sinker Creek Bridge Prefabricated Structure contract to the low bidder, True North Steel, Inc., in the amount of \$116,139.00.

Issue, Description & Background: In September 2022, Marion County received HB5202 funds from the State of Oregon to address damage done by the Beachie Creek fire to signs, guardrail, and a bridge along the North Fork Road corridor. A portion of these funds are meant for the replacement of the Sinker Creek Bridge that is within public right-of-way, but is not along a County maintained road. A prefabricated structure is a cost effective way to replace this bridge. This contract includes a prefabricated steel superstructure and prefabricated foundation forms that the County Bridge Crew will install. Once the bridge is replaced, maintenance will revert back to the landowners who use the bridge for access. The County received one bid in the amount of \$103,287.00 for the superstructure (Base Bid) and \$12,852.00 for the prefabricated foundation forms (Alternate 1) for a total of \$116,139.00.

Financial Impacts: The total estimated cost for this contract is \$116,139.00, which is being paid for with state funds. There is no County match. This is a budgeted expense in the current fiscal year.

Impacts to Department & External Agencies: There are no impacts to other County Departments.

List of attachments: PO#941146 and signature page.

Presenter: Ryan Crowther

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2025.08.27 07:18:46 -07'00'

Contract Review Sheet

Purchase Order **PW-6806-25, PO 941146**

Title: Sinker Creek Bridge - Prefabricated Structure

Contractor's Name: True North Steel, Inc

Department: Public Works Department

Contact: Jeniffer Scales

Analyst: Kathleen George

Phone #: (503) 588-5036

Term - Date From: September 24, 2025

Expires: February 28, 2027

Original Contract Amount: \$ 116,139.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 116,139.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid

ITB# PW1695-25

Description of Services or Grant Award

In September 2022, Marion County received HB5202 funds from the State of Oregon to address damage done by the Beachie Creek fire to signs, guardrail, and a bridge along the North Fork Road corridor. A portion of these funds are meant for the replacement of the Sinker Creek Bridge that is within public right-of-way, but is not along a County maintained road. A prefabricated structure is a cost effective way to replace this bridge. This contract includes a prefabricated steel superstructure and prefabricated foundation forms that the County Bridge Crew will install. Once the bridge is replaced, maintenance will revert back to the landowners who use the bridge for access. The County received one bid in the amount of \$103,287.00 for the superstructure (Base Bid) and \$12,852.00 for the prefabricated foundation forms (Alternate 1) for a total of \$116,139.00.

Desired BOC Session Date: 9/24/2025

Contract should be in DocuSign by: 9/3/2025

Agenda Planning Date: 9/11/2025

Printed packets due in Finance: 9/9/2025

Management Update: 9/9/2025

BOC upload / Board Session email: 9/10/2025

BOC Session Presenter(s) Ryan Crowther

Code: Y

REQUIRED APPROVALS

DocuSigned by:

A3538E7AEG704F4...
 Finance - Contracts 8/29/2025
 Date

DocuSigned by:

EG27CEB8C39C4C3...
 Contract Specialist 9/4/2025
 Date

Signed by:

00C96A0F700240B...
 Legal Counsel 8/29/2025
 Date

DocuSigned by:

DC10551240DE4EC...
 Chief Administrative Officer 9/4/2025
 Date



**MARION COUNTY
FINANCE DEPARTMENT**

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

TRUE NORTH STEEL INC.
4401 MAIN AVE
FARGO ND 58103

Purchase Order		
Purchase Order No	Revision	Page
941146		1
Ship To: MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		
Bill To: MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		

Customer Acct No	Supplier No 604760	Order Date / Buyer J SCALES	Revised Date / Buyer J SCALES
Payment Terms IMMEDIATE	Ship Via BEST METHOD		F.O.B DESTINATION
Freight Terms PREPAID	Request Or Deliver To BRIAN NICHOLS		Confirm To / Telephone ()

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	CE#23-349 SINKER CREEK BRIDGE - 16' X 54' MODULAR VEHICLE BRIDGE		1			\$103,287
2	CE#23-349 PREFABRICATED FOUNDATION		1			\$12,852
Total						\$116,139

<p>INSTRUCTIONS TO VENDOR</p> <ol style="list-style-type: none"> 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. 	<p>Note : <u>Please notify department contact (above) for all inquiries regarding this Purchase Order</u></p> <p>Authorized By: _____ MARION COUNTY PURCHASING NOT VALID Unless Signed By Purchasing</p>
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MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

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

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

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

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

is without limitation to or waiver of any other rights or remedies of the County according to law.

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

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

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

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

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

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

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

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

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

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

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

**SIGNATURE PAGE FOR
SINKER CREEK BRIDGE - SUPERSTRUCTURE
PW-6806-25, PO# 941146
between
MARION COUNTY and TRUE NORTH STEEL, INC**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature: DocuSigned by:
Brian Nicholas
9793BA7ACD6D443... 8/29/2025
Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz
DC16351248DE4EC... 9/4/2025
Chief Administrative Officer Date

Reviewed by Signature: Signed by:
Scott Morris
60C96A6F708240B... 8/29/2025
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:

A3538E7AEC704F4... 8/29/2025
Marion County Contracts & Procurement Date

TRUE NORTH STEEL, INC SIGNATURE

Authorized Signature: _____ Date _____

Title: _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 1, 2025

Department: Sheriff's Office

Title: Amendment 1 for Salem Health AIC Hospital Services

Management Update/Work Session Date: September 23, 2025 Audio/Visual aids

Time Required: 5 mins Contact: Bethany Johnston Phone: x3261

Requested Action: Staff recommends approval of Amendment #1 to the Contract for Services with Salem Health to add \$250,000 in funding to cover outstanding service costs and extend the administrative term only (not the period of performance) to allow County purchase orders to remain open for the processing and payment of delayed invoices related to services provided before the contract end date.

Issue, Description & Background: Under ORS 169.166, the provider is required to make reasonable efforts to collect charges for medical services by billing the Adult in Custody (AIC) or any applicable health insurance provider before invoicing the Marion County Sheriff ' s Office. This statutory process has caused delays in invoicing, as Salem Health must first attempt third-party collections prior to billing the County. As a result, some invoices for services rendered prior to the original contract expiration date of July 31, 2025 may be submitted after the contract and associated purchase order have technically closed. Without an extension of the administrative term, the County is unable to process payments on these delayed invoices. Approving the requested action ensures continued compliance with contract and statutory obligations, and allows for proper fiscal management and payment processing.

Financial Impacts: Adding \$250,000.00 to contract.

Impacts to Department & External Agencies: Approving Amendment #1 allows the department to pay outstanding invoices for services already rendered. This action corrects the previously negated amendment and ensures that Salem Health is properly compensated under the contractual terms in effect through July 31, 2025. Without this amendment, the department would be unable to process delayed invoices due to the expiration of the original contract and purchase order, creating potential compliance and payment issues.

List of attachments: CRS, Agenda Review Form, Reinstatement Authorizaton, Original Contract, Amendment #1

Presenter: Commander Jacob Ramsey

Department Head Signature: Signed by: Nicholas Hunter
574858962EE148C...

Contract Review Sheet

Contract for Services

SO-4728-22 - Am1

Title: Salem Hospital _ AIC Hospital Services

Contractor's Name: Salem Health

Department: Sheriff's Office

Contact: Bethany Johnston

Analyst: Sandra Fixsen

Phone #: (503) 589-3261

Term - Date From: August 1, 2022

Expires: October 31, 2025

Original Contract Amount: \$ 600,000.00

Previous Amendments Amount: \$ 250,000.00

Current Amendment: \$ -

New Contract Total: \$ 850,000.00

Amd% 42%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0160 Health Provider Contracts

Description of Services or Grant Award

The original contract, executed on August 1, 2022, between Marion County Sheriff's Office and Salem Health, established the provision of medical services to adults in custody at the Marion County Jail. The contract was valued at \$600,000.00 and set to continue through July 31, 2025.

Purpose of Amendment #1:

Amendment #1 is intended to add \$250,000 to the existing contract amount to ensure payment for services already rendered up to the current contract end date of July 31, 2025.

An earlier version of Amendment #1 was issued to both add funds and extend the period of performance beyond July 31, 2025. However, Salem Hospital did not sign the amendment and has since confirmed that they do not wish to a time extension on the agreement. Therefore, the updated amendment reflects funding only, with no extension of the service period.

Invoicing and Delays:

The reinstatement and Amendment #1 are necessary to process outstanding invoices related to services provided within the current contract period.

Desired BOC Session Date: 10/1/2025

Contract should be in DocuSign by: 9/10/2025

Agenda Planning Date: 9/18/2025

Printed packets due in Finance: 9/16/2025

Management Update: 9/16/2025

BOC upload / Board Session email: 9/17/2025

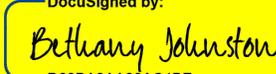
BOC Session Presenter(s) Commander Ramsey

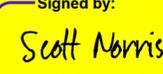
Code: y

REQUIRED APPROVALS

DocuSigned by:

 66F72234E8F64E3...
 Finance - Contracts
 Date: 9/11/2025

DocuSigned by:

 D69BA3AA28A649F...
 Contract Specialist
 Date: 9/11/2025

Signed by:

 60C98A6F708240B...
 Legal Counsel
 Date: 9/11/2025

DocuSigned by:

 DC18351248DE4EC...
 Chief Administrative Officer
 Date: 9/11/2025

REQUEST FOR AUTHORIZATION OF CONTRACT SO-4728-22

Date: September 9, 2025
To: Chief Administrative Officer
Cc: Contract File
From: Bethany Johnston

I. Subject: Reinstatement

The Marion County Sheriff's Office is requesting approval to reinstate a contract as described in Section 10-0570 of the Marion County Public Contracting Rules. The original contract is with Salem Health for Salem Hospital AIC Hospital Services with a value of \$600,000.00. Upon approval, the original contract will be reinstated in full force and effect, as if it had not expired. Amendment 1 will add funds of \$250,000.00 to account for invoices received for services rendered between August 1, 2022 and July 31, 2025. The amended expiration date of October 31, 2025 allows time for processing the remaining invoices under the original contract.

A. BACKGROUND

The original Amendment 1 was issued to extend the period of performance beyond July 31, 2025, in order to process invoices for services that occurred after that date. However, Salem Hospital did not sign the original amendment due to concerns of a new contract rate negotiation and potential conflicts between the existing contract and a new contract. There will not be a time extension with this amendment, only clarification for the dates of services rendered and additional funds.

Because the contractor did not sign the original Amendment 1, the contract expired and there is currently no active contract covering the date of service period. In light of this, we are requesting that the original contract be reinstated under its previous term to allow for proper invoicing and payment of services rendered from August 1, 2022 through July 31, 2025.

B. As required by MCPCR, a concise written statement must be submitted meeting the requirements of 10-0570(1).

In the efforts to meet the requirements of MCPCR 10-0570(1), I am submitting this formal request for reinstatement of the original contract between Marion County and Salem Hospital.

The failure to execute the proposed Amendment 1 extending the contract was due to Salem Hospital not communicating their disagreement to extend the agreement beyond its original expiration date. As a result, no extension was finalized.

This request is being submitted within the (90) days of the contract's original expiration date and is made for the exclusive purpose of allowing payment of invoices for service rendered within the original contract period. Specifically, for dates of service prior to August 1, 2025. Reinstatement is requested solely to permit processing of those outstanding invoices.

Submitted by:

DocuSigned by:
Bethany Johnston
D69BA3AA80AC4BF...

Bethany Johnston
Sheriff's Office

Reviewed by:

DocuSigned by:
Jennifer L. Lopez
C5E72231E6F54E3...

Contracts & Procurement

Acknowledged by:

DocuSigned by:
Jay Bergman
A8360599C95D420...

Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
DG16351248DE4EC...

Jan Fritz, CAO



**AMENDMENT 1 to SO-4728-22
the CONTRACT FOR SERVICES
between
MARION COUNTY and SALEM HEALTH**

This is Amendment 1 to the Contract for Services (as amended from time to time, the “Contract”), dated August 01, 2022 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Salem Health, hereafter called Contractor.

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

ARTICLE IV: PAYMENT & BILLING

4.01 Payment. The Facility will accept the County's Allowed Amount as payment in full and as outlined in Compensation Exhibit A of this Agreement and shall only seek payment in compliance with the following:

E. The amount of this contract shall not exceed \$850,000.00.

**EXHIBIT A
COMPENSATION**

SALEM HEALTH HOSPITAL & CLINICS

The rates specified by this exhibit will remain in effect to account for invoices received for services rendered from August 1, 2022 through July 31, 2025.

ARTICLE VI: TERM & TERMINATION

6.01 Term. This Agreement will take effect on the Effective Date and will remain in force ~~for a period of three years~~ through October 31, 2025 for services rendered between the effective date of this contract through July 31, 2025, unless terminated pursuant to Section 6.02.

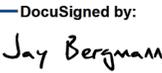
Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as 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:**

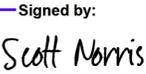
Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  DocuSigned by:
A8360599C95D420... 9/11/2025
Department Director or designee _____ Date _____

Authorized Signature:  DocuSigned by:
DC16361248DE4EC... 9/11/2025
Chief Administrative Officer _____ Date _____

Reviewed by Signature:  Signed by:
60C98A6F708240B 9/11/2025
Marion County Legal Counsel _____ Date _____

Reviewed by Signature:  DocuSigned by:
C5F72231E6F54E3 9/11/2025
Marion County Contracts & Procurement _____ Date _____

SALEM HEALTH SIGNATURE

Authorized Signature: _____ Date _____

Title: _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/8/2025

Department: Community Services

Title: EEOP - Capital Fútbol Club Grant Agreement

Management Update/Work Session Date: 9/23/25 Audio/Visual aids []

Time Required: 10 minutes Contact: Kelli Weese Phone: 503-589-3277

Requested Action: Approve a contract with the Capital Fútbol Club to provide \$749,999.00 in Economic Development Lottery funding for the construction of a left turn lane on State Street and related transportation improvements.

Issue, Description & Background: This agreement is to provide Capital Fútbol Club funding to support the addition of a turn lane on State St. improving municipally owned land and aiding the traffic flow on State St. and Cordon Rd.

Financial Impacts: The agreement allocates Economic Development Lottery funds in the amount of \$749,999.00. The agreement is set to expire on September 30th, 2028.

Impacts to Department & External Agencies: The approval of this grant will provide funding for Capital Fútbol Club to support the addition of a turn lane on State St. improving municipally owned land and aiding the traffic flow on State St. and Cordon Rd.

List of attachments: Contract CS-6650-25

Presenter: Kelli Weese

Department Head Signature: [DocuSigned by: Kelli Weese A8574B4B9ECB492...]

Contract Review Sheet

Grant Agreement

CS-6650-25

Title: EEOP Grant to Capitol Futbol Club

Contractor's Name: Capital Futbol Club

Department: Community Services Department

Contact: Ashley Jackson

Analyst: Kathleen George

Phone #: (503) 584-7722

Term - Date From: Execution

Expires: September 30, 2028

Original Contract Amount: \$ 749,999.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 749,999.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

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

Department

Description of Services or Grant Award

This agreement will provide funding for improving municipally owned land and aiding the traffic flow on State St. & Cordon Rd.

Desired BOC Session Date: 10/8/2025

Contract should be in DocuSign by: 9/17/2025

Agenda Planning Date: 9/25/2025

Printed packets due in Finance: 9/23/2025

Management Update: 9/23/2025

BOC upload / Board Session email: 9/24/2025

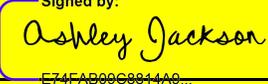
BOC Session Presenter(s) Chip Bury

Code: Y

REQUIRED APPROVALS

DocuSigned by:

A3538E7AEC704E4
 Finance - Contracts 8/27/2025
 Date

Signed by:

E74FAD0068844A0...
 Contract Specialist 8/30/2025
 Date

Signed by:

60608A0F708240B...
 Legal Counsel 8/28/2025
 Date

DocuSigned by:

DC16361240DE4EC...
 Chief Administrative Officer 8/29/2025
 Date

**MARION COUNTY
EMERGENT ECONOMIC OPPORTUNITY PROGRAM AGREEMENT
CS-6650-25**

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **Capital Fútbol Club**, hereinafter referred to as "Grantee".

Recitals

- A.** WHEREAS, Oregon Revised Statute (ORS) 461.540 establishes the allocation of the Oregon State Treasury's Administrative Services Economic Development Fund from monies transferred from the State Lottery Fund.
- B.** WHEREAS, the County receives moneys that are derived either directly or indirectly from funds from the State Lottery Fund under section 4, Article XV of the Oregon Constitution, and ORS chapter 461, and the moneys are to be used for the purpose of furthering economic development
- C.** WHEREAS, the purpose of the Economic Development Fund is to further economic development by providing:
 - (i) Services or financial assistance to for-profit and nonprofit businesses located or to be located in Oregon;
 - (ii) Services or financial assistance to business or industry associations to promote, expand or prevent the decline of their businesses; or
 - (iii) Services or financial assistance for facilities, physical environments or development projects, as defined in ORS 285B.410, that benefit Oregon's economy.
- D.** WHEREAS, the County has established the Emergent Economic Opportunity Program (EEOP) for furthering economic development within Marion County.
- E.** WHEREAS, the Grantee, submitted an application to the county for EEOP to help support further economic development, improving municipally owned land and aiding the traffic flow on State St & Cordon Rd; and
- F.** WHEREAS, during a meeting on August 14, 2025, the Board of Commissioners authorized the award regarding the application from the Grantee; and
- G.** WHEREAS, as a Grantee, is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

Agreement

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

1. Incorporation

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

- a.** Exhibit A (The Application)
- b.** Exhibit B (Emergent Economic Opportunity Program (EEOP) Report)
- c.** Exhibit C (Disbursement Request)

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period from the date of execution to 9/30/2028.

3. Work to be Performed

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

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

4. Consideration; Reporting

- a.** The County shall make an award of funds to the Grantee not-to-exceed amount of \$749,999.00. Disbursement of EEOP funds shall be made to Grantee, based on the budget submitted in Exhibit A, under the following: the Oregon State Treasury’s Administrative Services Economic Development Fund for the purpose of furthering economic development category: Services or financial assistance for facilities, physical environments, or development projects, as defined in ORS 285B.410, that benefit Oregon’s economy.
- b.** Recipients may use EEOP funds for direct administrative costs for administering the project, as identified in the approved budget of the Work. Direct Administrative Costs are identified as specific costs of implementing the project, such as contract or project management and personnel costs directly associated with complying with legal and reporting requirements. Indirect Costs or general overhead costs as approved in the budget.
- c.** Any desired use of funds by Grantee that differs from the Work must first be approved in writing, by the County. 100% of the EEOP funds must be used to provide services as indicated in the Work.
- d.** Grantee shall clearly state in any marketing, communication, publications, or public materials related to any project or program funded under this Agreement, that the project was funded, in whole or in part, by the Marion County Economic Development Program. Where applicable, the Grantee shall also include the Marion County Economic Development Program logo in such materials.
- e.** The Grantee shall provide the County with prior written notice of any media events or public ceremonies related to the project, including but not limited to groundbreaking events, ribbon cuttings, or dedication ceremonies. Such notice shall be provided to the County no less than fourteen (14) calendar days in advance of the event, or as soon as reasonably practicable if earlier notice is not feasible. The Grantee shall invite the County and provide an opportunity for County officials to participate in any such events in recognition of funding support and contribution to the project.
- f.** Prior to, or upon project completion, the Grantee shall be required to provide a project update utilizing Exhibit B and an in-person presentation to the Board of Commissioners at their weekly Board Session meeting, usually held every Wednesday at 9:00am. The County will work with Grantee to coordinate the date and time of the presentation.

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

6. Requests for Funds

a. The Grantee shall request funds in such form and manner as is satisfactory to or required by the County. 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 EEOP funds requested under this Agreement.

b. Distributions will be made by the County:

Monthly or upon request to the County with receipt of an invoice, that includes supporting documentation and attestation by Grantee's authorized signer. The exhibit and supporting documentation shall be sent to CSReporting@co.marion.or.us.

The full distribution of \$749,999.00 may be requested by the Grantee upon execution of this Agreement and receipt of an invoice, that includes supporting documentation and attestation by Grantee's authorized signer and Exhibit C to be sent to CSReporting@co.marion.or.us.

7. Nonexclusive Remedies Related to Funding

a. Withholding of Funds from Request

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

b. Redistribution or Retention of Funds

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

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

c. Reservation of Right to Recapture

The County reserves the right to recapture funds from Grantee based on misrepresentation,

underperformance, non-compliance, unallowed costs, fraud, expiration or termination of this Agreement.

8. Termination

- a. The County may immediately terminate this Agreement in whole or in part upon written notice to the Grantee for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Grantee, whether directly by Grantee or through one or more of its agents, subcontractors, successors or assigns, as determined by the County in its sole discretion.
- b. The County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by the County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Grantee, its Subcontractors, agents, representatives, contractors, or assigns by which Grantee, as determined by the County at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to the County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:
 - 1) Grantee fails to fulfill timely any of its obligations under this Agreement;
 - 2) Grantee fails to comply timely with directives received from the County or from an agency that is the original source of the funds;
 - 3) Funds provided under this Agreement are used improperly or illegally by Grantee;
 - 4) Funding for programs is denied, suspended, reduced or eliminated;
 - 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the County is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
 - 6) Funding, appropriations, limitations, or expenditure authorization to expend funds is denied, suspended, reduced, or eliminated;
 - 7) Any certification, license or certificate required by law to be held by Grantee or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited, or not renewed;
 - 8) Grantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 - 9) Grantee, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements

or contracts with any federal or state department or local government, including the County.

- c. Grantee may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if:
 - 1) The County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period.
 - 2) The County provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law.
- d. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Grantee obtain prior approval from the County for any additional expenditures that would obligate County to reimburse it from EEOP funds or otherwise.
- e. Notwithstanding the above, or any termination thereunder, neither Grantee nor the County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. The County may withhold any reimbursement to Grantee in the amount of compensation for damages due the County from Grantee (as estimated by the County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.
- f. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Grantee under this Agreement shall be delivered to the County within sixty (60) days of the date of termination or upon such date as requested by the County.
- g. Termination of this Agreement shall not impair or invalidate any remedy available to the County or to Grantee hereunder, at law, or otherwise.

9. Governing Law; Venue; Consent to Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Marion County. All rights and remedies of 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.

10. Compliance with Applicable Law

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

of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

11. No Third-Party Beneficiaries

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

12. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Grantee 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 facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the County, such facsimile transmission must be confirmed by telephone notice to the County’s primary contact. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

County Contact Person: Jeff White, Marion County Finance, Contracts Officer
Contact Telephone Number: 503-566-3944
E-Mail Address: PO_Contracts@co.marion.or.us
Mailing Address: 555 Court St NE, Suite 4247, PO Box 14500, Salem, OR 97309

13. Confidentiality

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

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

14. Dual Payment

Grantee 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.

15. Monitoring Required

a. County Authorized to Monitor Grantee

The County shall monitor the activities of the Grantee as necessary to ensure that the EEOP program funds are used for authorized purposes, in compliance with State statutes, regulations, and the terms and conditions of the EEOP program; and that EEOP program performance goals are achieved.

The County monitoring of Grantee shall include at a minimum the activities of each Grantee and its sub-recipients as it deems necessary or appropriate to determine whether funds are used in accordance with this Agreement. Monitoring activities may include, but are not limited to the following:

- (1) review (including copying) of any and all Grantee and sub-recipients files, records and other information related to performance under this Agreement;
- (2) on-site and field visits and inspections;
- (3) demand that Grantee provide full itemization, financial records, receipts, and any other information for review of Grantee activities; and
- (4) any other investigatory activities necessary to determine Grantee compliance.

b. Grantee Noncompliance

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

c. Grantee Shall Monitor Its Subcontractors

Grantee shall monitor Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with state statutes, regulations, the terms and conditions of state award, and this agreement and its exhibits. Grantee, 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 EEOP 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, *inter alia*, 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.

d. Monitoring: Major Findings Resolution

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

16. Remedies

- a. If the County determines, in its sole discretion, that Grantee has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this

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

- b. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Grantee's remedies provided under this Agreement, by law, or otherwise, but Grantee acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.
- c. No failure or delay by the County to enforce any provision of this Agreement shall constitute a waiver by the County of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- d. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

17. Expenditures Properly Supported

Expenditures and Requests for Funds shall be supported by Grantee 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 Grantee) 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 in its sole discretion.

18. Unallowable Costs

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

19. Disallowance of Costs

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

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

20. Records Maintenance

Grantee 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.

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

21. Records Access

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

In its agreements with Subcontractors, Grantee shall require and cause its Subcontractors to comply with the requirements of this Section 23 and to grant right of access to and ownership by the County of the Grantee's books and records related to this Agreement.

22. Insurance and Workers Compensation

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

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

23. Recipient Status

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

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

24. Captions

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

25. Severability

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

26. Execution and Counterparts

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

27. Grant Funds

Grant funds are used in conjunction with this Agreement. Grantee assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Grantee 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 Grantee 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 Grantee, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement

28. Indemnity

Grantee 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, including attorney fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, Subcontractors, subcontractors, or agents under this Agreement. Grantee shall have control of the defense and settlement of any claim that is subject to this section. However, neither Grantee nor any attorney engaged by Grantee 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 Grantee settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

29. Time is of the Essence

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

30. 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 Grantee, 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.

31. Amendments

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

32. 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 the 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.

33. CERTIFICATIONS AND SIGNATURE OF GRANTEE 'S AUTHORIZED REPRESENTATIVE

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

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

- a.** The undersigned is a duly authorized representative of Grantee, has been authorized by Grantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Grantee.
- b.** By signature on this Agreement for Grantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.
- c.** To the best of the undersigned's knowledge, Grantee has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
- d.** Grantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and
- e.** Grantee further certifies to having a formal statement of nondiscrimination in employment policy.

SIGNATURE PAGE

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

Authorized Signature: _____

Title: _____

Name (Type or Print): _____

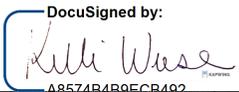
Date: _____

MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  8/27/2025
A8574B4B9ECB492...
Department Director or Designee Date

Authorized Signature:  8/29/2025
DC16351248DE4EC...
Chief Administrative Officer Date

Reviewed by Signature:  8/28/2025
60C98A6F708240B...
Marion County Legal Counsel Date

Reviewed by Signature:  8/27/2025
A3538E7AEC704F4...
Marion County Contracts & Procurement Date

**EXHIBIT A
THE APPLICATION**

[The Application on Next Page]



Community Services Department

Exhibit A - The Application

Emergent Economic Opportunity Program (EEOP) Request Form

Organization Name:	Capital Fútbol Club (CFC)		
Executive Officer Name:	Collin Box	Contact Person / Title: <i>(If different from Executive Director):</i>	same
Address: <i>(Principal Administrative Office)</i>	1678 Liberty St SE Salem, OR 97302	Mailing Address: <i>(if different)</i>	same
Contact Email:		Contact Phone Number:	503-673-6708

Project Name:			
Purpose of Funding Request:	This purpose of this project is to benefit residents of Marion County and further economic development by providing financial assistance to add a turn lane to State Street.		
Please indicate how the project / program meets ORS 461.540 requirements.	<input type="checkbox"/> Create Jobs <input checked="" type="checkbox"/> Further Economic Development <input type="checkbox"/> Finance Public Education Explain: This development project will further economic development, improving municipally owned land and aiding the traffic flow on State St & Cordon Road.		
Total Project / Program Cost:	\$874,759	Amount Requested:	\$874,759
Geographic Area(s) Served:	Marion County		
Other Partners:	Listed on the below supplemental materials.		
Project or Program Start Date:	10/1/25	Project or Program End Date:	3/31/26

Additional Submittal Information			
Written Invitation from representative(s) of Marion County:	<input checked="" type="checkbox"/>	Budget Narrative - <i>Examples: Outlining project / program's costs by category including personnel services, materials & equipment</i>	<input checked="" type="checkbox"/>
		Supplemental Materials - <i>Examples: Project / program description, maps, etc.; Letter(s) of support; or other information that helps to describe the purpose and need of the program funds</i>	<input checked="" type="checkbox"/>

Name of Applicant:	Collin Box	Signature:	
---------------------------	------------	-------------------	--

For Community Services Department Use Only:

Date Received: _____ Director Review (Initial & Date): _____

Authorization to Award:

Commissioner Willis:		Commissioner Cameron:		Commissioner Bethell:	
Discussion Summary:					

| CAPITAL FÚTBOL CLUB

Marion County Emergent Economic Opportunity Program (EEOP) Supplemental Materials & Budget Narrative



PROJECT OVERVIEW: Jason Sharp Center Development

At the invitation of Marion County Commissioners (see page 4), Capital Futbol Club (CFC) is submitting an application for EEOP funds to improve traffic infrastructure proactively as we embark on the third phase of our master plan of adding a new indoor facility, the Jason Sharp Center. ***This project would not be possible without key project partners including: Mountain West, the Epping Family Foundation, the Rotary Club of Salem Downtown Foundation, Sharpcor, Pioneer Trust Bank, AKS Engineering, and AC + Co Architecture.***

This development will not only enhance our soccer programming but will also serve as a hub for investing in our youth to meet overall health, education, and community development needs. The facility will feature a multipurpose turf field designed for year-round sports training, games, and camps. Key components of the new facility include:

- **Educational Rooms:** These areas will provide space for tutoring, mentorship, and leadership development programs, ensuring that the youth in our community have access to personal growth opportunities beyond sports.
- **Coaching & Training Spaces:** The facility will foster the development of our coaches, offering meeting spaces for planning, learning, and collaboration.
- **Community Engagement:** By hosting local events, the facility will become a cornerstone for community development, strengthening social ties and offering support through after-school programs and mentorship initiatives.

CFC ECONOMIC IMPACT & EEOP FUNDING NEED: Traffic Mitigation Funding

In 2024, CFC had an economic impact study done to estimate the current impact of CFC programs on the local economy (see page 5). At our current operations, CFC has an estimated annual economic impact of 24.9 million. With the addition of the Jason Sharp Center, CFC is projected to add 3.8 million in economic impact for an overall estimated 28.8 million dollars of annual economic impact.

At the request of Marion County, CFC hired Lancaster Mobly to conduct a traffic study (see page 6) to evaluate the existing traffic during CFC peak times and make recommendations to accommodate the projected increased utilization with the addition of the Jason Sharp Center. Among the recommendations, Lancaster Mobly identified that adding a left turn lane on State Street would greatly improve the flow of traffic, allowing for capacity during peak moments of seasonal traffic. With the forecasted increase in year round utilization with the addition of the Jason Sharp Center, CFC is requesting funds from Marion County's EEOP funding to add a turn lane on State Street as a proactive measure for easing traffic impact on the surrounding neighborhood. *The proposed project will meet ORS 461.540 requirements by Furthering Economic Development to improve municipally owned land.*

BUDGET NARRATIVE:

CFC is requesting a not-to-exceed award of \$874,759 to complete the project. CFC has partnered with AKS Engineering & Forestry LLC to project the cost of adding a turn lane to State Street (see page 35). If awarded, CFC will sign a contract with AKS Engineering & Forestry LLC to complete the project, anticipating \$849,759 of the award will be spent on their direct costs. CFC is requesting \$25,000 as an administrative fee (less than 3%) to support staff time and communication materials related to the coordination of the project and impact of interrupting normal operations of the club during the construction period.



Collin Box <collin@cfcsalem.com>

Marion County Emergent Economic Opportunity Program Grant

Kelli Weese <KWeese@co.marion.or.us>
To: Collin Box <collin@cfcsalem.com>
Cc: Krista Ulm <KUlm@co.marion.or.us>

Tue, Mar 18, 2025 at 2:28 PM

Good Afternoon Colin,

Thank you for the conversation at today's Board Work Session. Attached is the Emergent Economic Opportunity Program Grant application. This program is invitation only grant that is funded by Marion County's Economic Development Program. We would like to invite you to apply for this program.

As you are able, please complete the grant application form and submit it to me along with:

- A Budget Narrative – outlining the project's cost and revenues
- Any supplemental materials – any maps, project descriptions, letters of support, etc.
- This email will count as your written invitation from Marion County to apply

Once I receive a complete application from you, we will get it before the Board of Commissioners for potential direction on funding.

If you have any questions, please feel free to respond to this email or give me a call. I am happy to setup some time for a meeting if you would like to discuss further.

Thank you again, looking forward to connecting with you.

Kelli Weese, AICP

Community Services Director

Desk: 503-589-3277

Email: kweese@co.marion.or.us

555 Court Street NE, Suite 3120

Salem, OR 97301

www.co.marion.or.us/CS

	Description	Participants	People (total)	Days	EEI
Tournaments/Showcases					
	ECNL	240	600	60	\$ 2,376,000
	GA	240	600	60	\$ 2,376,000
	Capital Cup	3000	7500	3	\$ 1,147,500
	Labor Day Tournament	3000	7500	3	\$ 1,147,500
	45th Parallel Invitational	1200	3000	3	\$ 585,000
	Region 4 Tournament	1200	3000	3	\$ 585,000
	College Showcase	600	1500	4	\$ 39,600
Tournament Totals					\$ 8,256,600
United Soccer League					
	USL League 2	200	2800	5	\$ 791,250
	USL W	200	2800	5	\$ 791,250
USL Totals					\$ 1,582,500
Recreation					
	Spring	2000	5000	8	\$ 3,700,000
	Summer	500	1250	8	\$ 370,000
	Fall	1500	3750	8	\$ 2,775,000
	Winter 1	600	1500	8	\$ 1,110,000
	Winter 2	300	750	8	\$ 555,000
	Youth Camps	1500	3750	30	\$ 6,637,500
Recreation Totals					\$ 15,147,500
Jason Sharp					
	Adult Recreation	1800	2700	30	\$ 320,000
	Coach's Clinics	120	300	4	\$ 239,600
	Volleyball Tournaments	1920	4800	12	\$ 1,908,000
	Adult Tournaments	400	600	8	\$ 100,000
	Youth Tournaments	960	2400	8	\$ 1,272,000
Jason Sharp Totals					\$ 3,839,600
Pioneer Annex					
	Tualatin Valley Flag Football	1600	4000	8	\$ 840,000
	Youth Softball	1280	3200	8	\$ 2,716,800
	Salem-Keizer Softball	400	1000	10	\$ 1,050,000
Pioneer Annex Totals					\$ 4,606,800



1130 SW Morrison St., Suite 318
 Portland, OR 97205
 503.248.0313
 lancastermobley.com

Memorandum

To: **Carl Lund, Traffic Engineer**
Marion County Public Works

Copy: **Collin Box, Capital Fútbol Club**
Zach Pelz, AKS Engineering & Forestry, LLC

From: **Jennifer Danziger, PE**

Date: **June 11, 2024**

Subject: **Capital Fútbol Club – Traffic Management Plan**



RENEWS: 12/31/2025

Introduction

Capital Fútbol Club (Capital FC) has an existing soccer field complex, Pioneer Sports Park, located at 5201 State Street NE in Marion County, Oregon. They host practices, games, and tournaments at the complex over the year. The busiest time of year is the eight-week long spring season when weekday practices occur on Tuesday and Thursday evenings and games are scheduled throughout the weekend.

Capital FC has established schedules and a parking management plan to optimize traffic flow and parking utilization. However, Marion County has expressed concerns over congestion on State Street NE during the peak season and requested an updated traffic management plan as an interim measure while other access options are considered with plans to construct a clubhouse building including an indoor soccer field and retail space on the site.

This memorandum examines the current operations during the peak season and recommends additional traffic management measures to address congestion.

Site Description

The soccer complex is located on State Street NE east of Cordon Road NE, as shown in Figure 1. Three accesses serve the site. The west access, located approximately 710 feet east of Cordon Road NE, is signed as egress only. The center access, located approximately 410 feet east of the west access, is also signed egress only. The east access, located approximately 390 feet east of the center access, allows both ingress and egress movements.

Figure 2 shows the parking instructions from the Capital FC website. All vehicles enter at the east access and travel to the east end of the site before moving northward into the overflow parking or westward into the main parking areas, as shown with the green arrows. Traffic from the overflow parking exits at the east access but all three accesses serve the main parking lot, as shown with the red arrows.

Figure 3 illustrates the traffic control observed during site observations completed in April 2024. Traffic control was consistent with the guidance on the website.

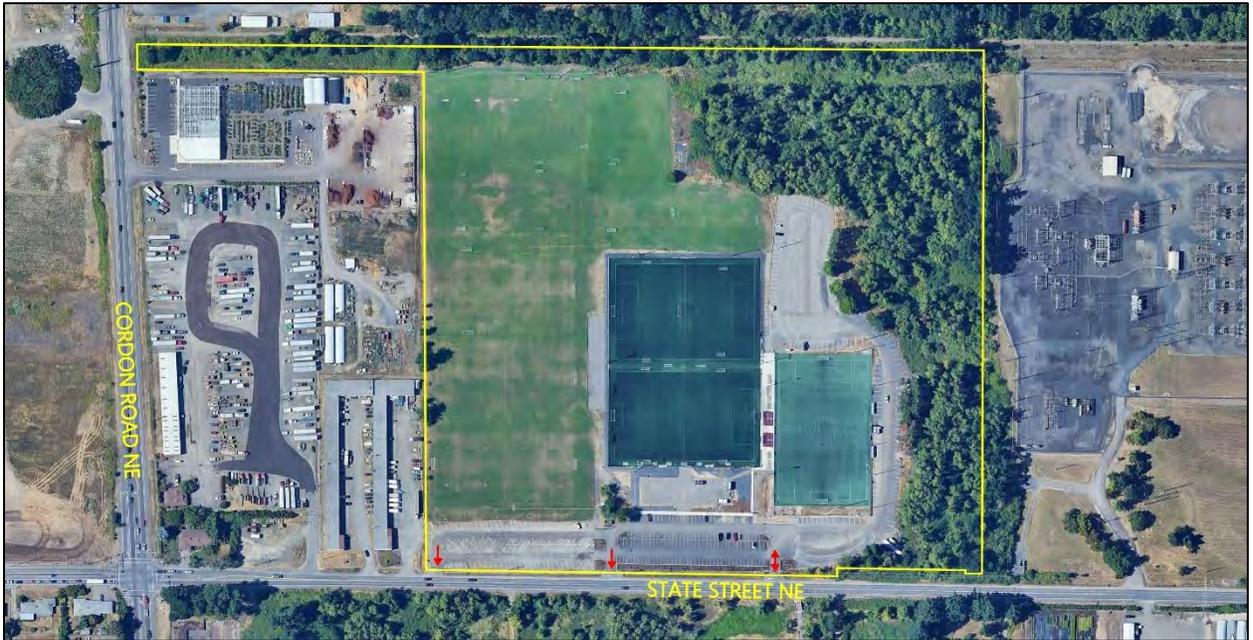


Figure 1: Vicinity Map

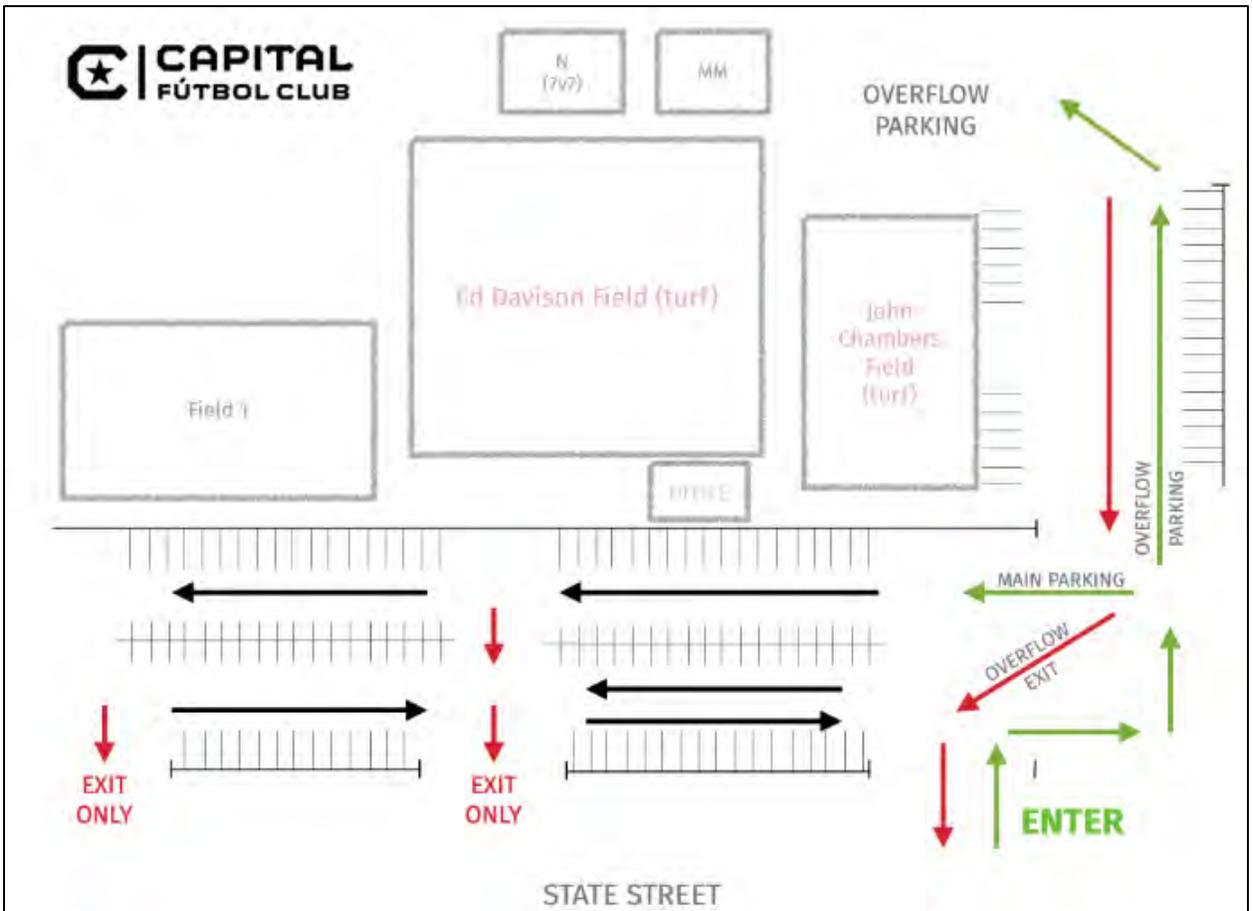
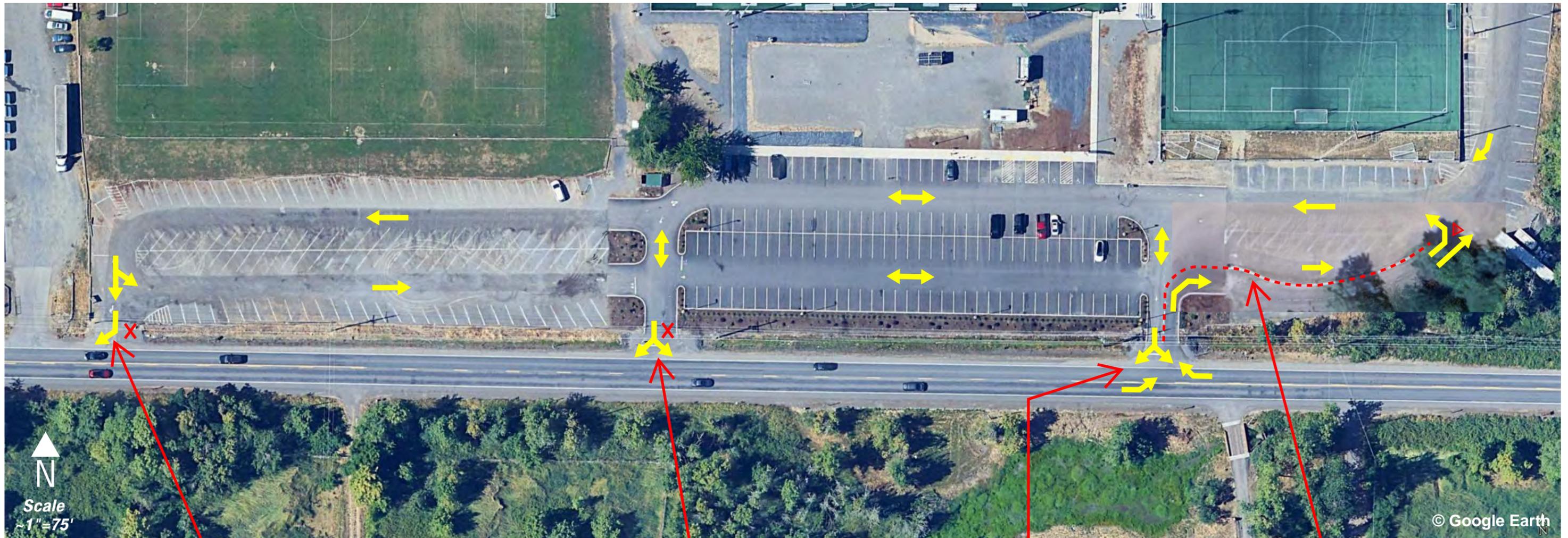


Figure 2: Capital Fútbol Club Parking Instructions





Access limited to right-turn egress movements only.

Access allows both left- and right-turn egress movements.

Access allows both left- and right-turn ingress and egress movements.

Inbound traffic is guided by temporary traffic cones connected with ribbon.

Schedules

During the spring season, Capital FC has weekday practices and games on the weekends. Practices are scheduled to begin at 5:00 PM and 6:00 PM on Tuesdays and Thursdays. Games are scheduled every 1.5 hours in two groups offset by 30 minutes, as summarized in Table 1. Games start at 8:00 in the morning with the final games ending by 7:00 PM.

Table 1: Weekend Game Start Times

Group 1	Group 2
8:00 AM	8:30 AM
9:30 AM	10:00 AM
11:00 AM	11:30 AM
12:30 PM	1:00 PM
2:00 PM	2:30 PM
3:30 PM	4:00 PM
5:00 PM	5:30 PM

Site Observations

Site observations and traffic counts were collected for Saturday, April 20, 2024, between 10:30 AM and 2:30 PM and Tuesday, April 23, 2024, between 4:30 PM and 6:30 PM. Count data is attached to this memorandum.

Saturday Conditions

The weather on Saturday was warm and sunny, making it a great day for friends and family to come watch the games played at the complex.

Traffic volumes were collected in five-minute increments at each of the three site accesses. Table 2 summarizes the total driveway volumes over the 4-hour observation period at each of the three access.

Table 2: Saturday Driveway Volume Characteristics (4 Hours)

Driveway	Entering	Exiting	Total	T/F West	T/F East
West Access	23 (2.0%)	191 (15.7%)	214 (9.0%)	204 (95.3%)	10 (4.7%)
Center Access	7 (0.6%)	430 (35.4%)	437 (18.5%)	394 (90.2%)	43 (9.8%)
East Access	1121 (97.4%)	593 (48.8%)	1714 (72.5%)	1463 (85.4%)	251 (14.6%)
Total	1,151	1,214	2,365	2061 (87.1%)	304 (12.9%)

Key findings from these counts include:

- Over 97 percent of the arriving vehicles entered the site at the east driveway but 30 vehicles were observed using either the east or the center driveways.



- The east driveway had the highest exit volume with nearly 49 percent of the traffic. Approximately 16 percent used the west driveway and 35 percent used the east driveway.
- Overall, approximately 87 percent of the traffic is traveling to/from the west and only 13 percent is traveling to/from the east.
- Even though the west driveway was signed for right turns only, nearly 5 percent of the traffic was traveling to/from the east.

Table 3 summarizes the volumes on State Street NE over the 4-hour observation period.

Table 3: Saturday State Street NE Volume Characteristics (4 Hours)

Movement	Eastbound	Westbound
Approaching Site	1,513	779
Entering Site	960	191
Percent Entering	63%	25%
Continuing Through	553	588
Percent Through	37%	75%

Over the 4-hour period, 63 percent of the eastbound traffic on State Street NE was entering the site and 37 percent was continuing through to destinations east of the site. In the westbound direction, less traffic (only 25 percent) was entering the site and more traffic (75 percent) was continuing through to the signal at Cordon Road NE.

Figure 4 illustrates the pattern of traffic entering and exiting the site during the 4-hour observation period. The start times of games are denoted with vertical red lines. The graph is also divided into three repeating periods:

- Blue denotes the 30-minute period when departures are greatest and players are also arriving for the first group of games.
- Yellow denotes the 30-minute period when departures are dropping off and players are arriving for the second group of games.
- Green denotes the 30-minute period when games largely overlap and player arrivals and departures are generally lowest.

The patterns repeat consistently across the 4-hour period.

Observations

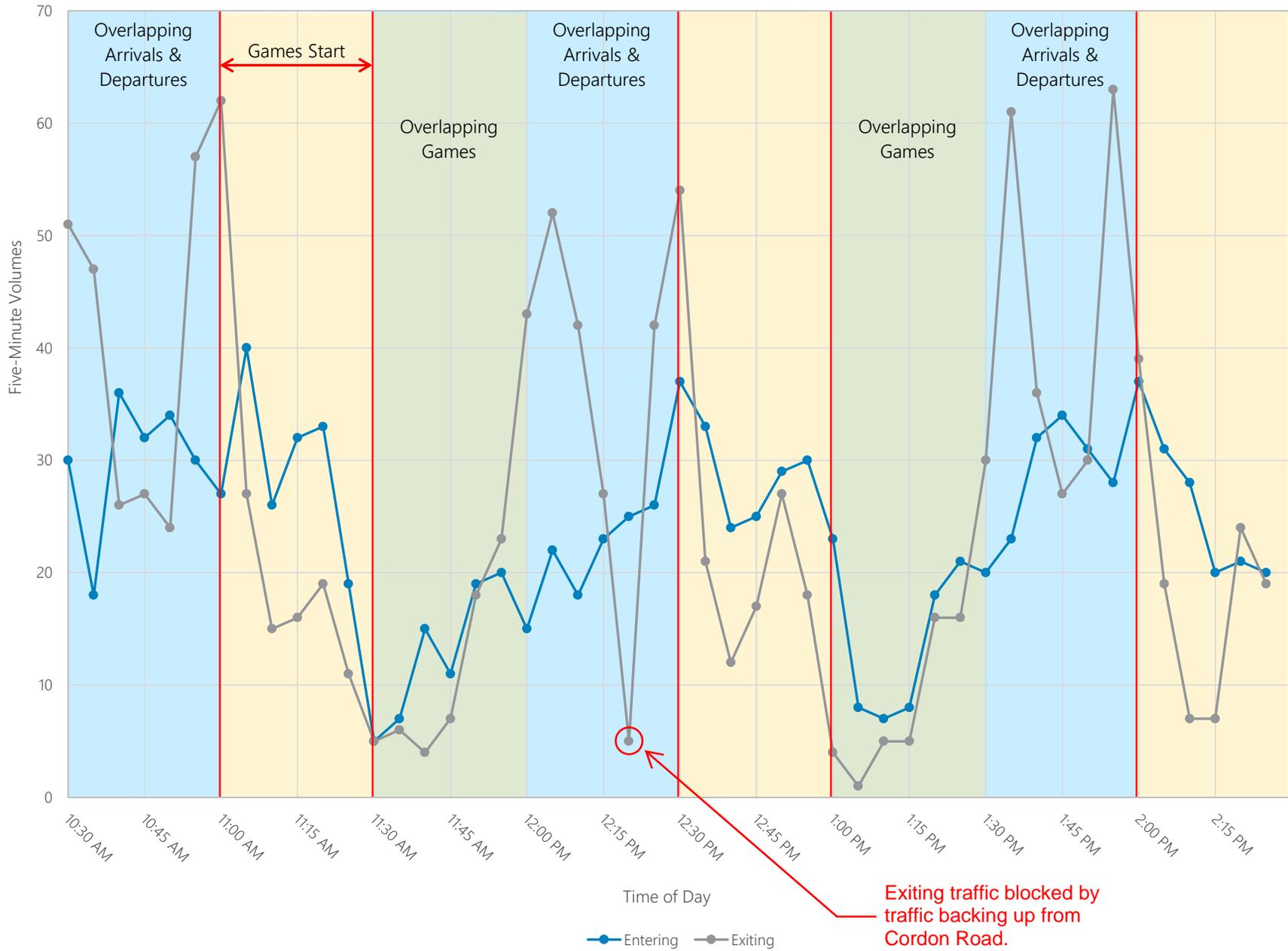
Figure 5 illustrates observations of traffic flow and congestion during the 4-hour observation period. In general, the site operated well with only short periods of congestion. The following key findings are noted:

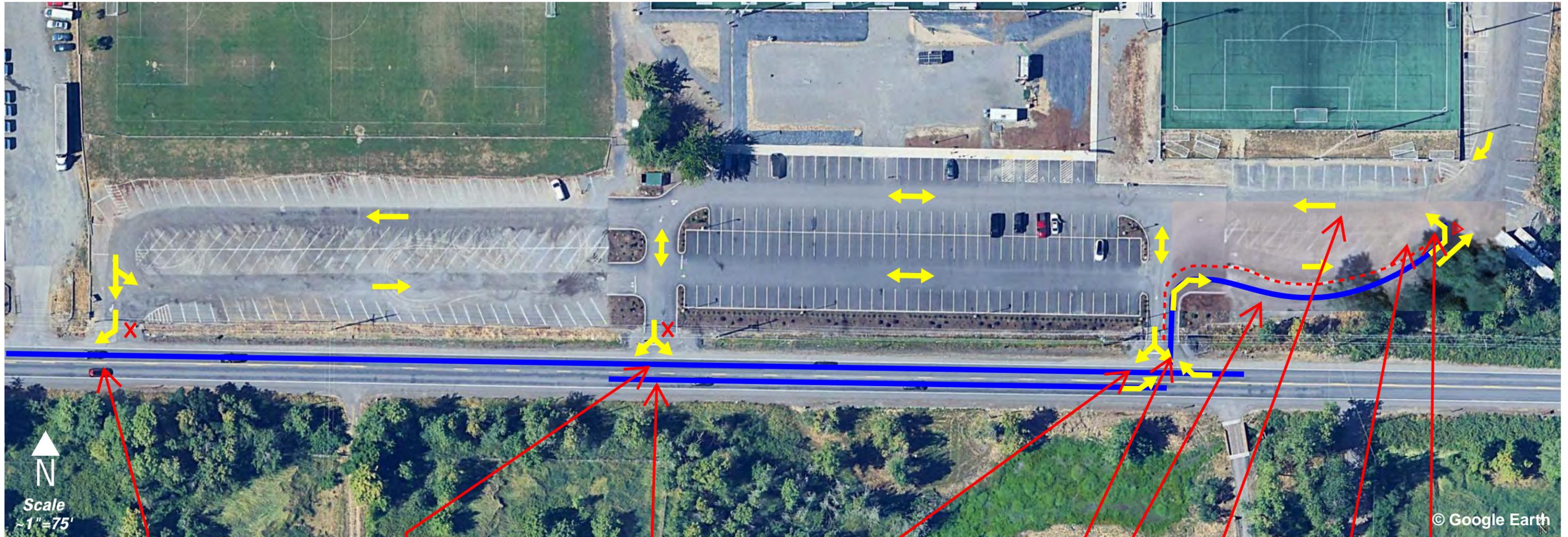
- After each group of games, as players (and their families and visitors) departed from the site, queues at on westbound State Street NE would form at the signal at Cordon Road NE. These queues would frequently extend past the west access. The queues would extend past the center access less frequently and for shorter durations. Only once was the queue observed to extend back to the east access for approximately 5 minutes. This point is denoted on Figure 4 with a sharp drop in exiting vehicles.



- While short queues would form in the eastbound direction due to left turn movements into the site, these queues never extended more than a vehicle or two past the center access. Two of these occurrences were associated with on-site congestion that caused entering traffic to back out of the parking lot and onto State Street NE for two approximately 6-minute periods.
- Congestion on site occurred at the point where drivers need to continue northward to the auxiliary parking or turn westward to the main parking. Several factors contributed to the congestion:
 - Drivers turning left to the main parking lot tend to yield to traffic exiting from the auxiliary lot thereby adding delay to the entering movement.
 - Vehicles backing out of the parking spaces in the eastern section of the main parking lot temporarily block the flow of traffic entering the main parking lot and exiting the auxiliary lot thereby adding delay to the entering movement.
 - Congestion on State Street NE and queues extending back from Cordon Road NE block the exiting traffic at the east access which interferes with the entering movement.
 - The inbound travel lane is wide enough to accommodate two lines of vehicles but drivers queuing in a single line until approaching the decision point. This behavior diminished the capacity for vehicles to queue on site.







The queue from the signal at Cordon backed up through West Access five times: 10:40 to 10:44 AM, 11:03 to 11:09 AM, 12:06 to 12:21 PM, 12:30 to 12:40 PM, and 1:59 to 2:40 PM.

The queue from the signal at Cordon backed up through Center Access three times: 11:07 to 11:08 AM, 12:09 to 12:17 PM, and 12:30 to 12:36 PM.

The left-turn queue on State extended to center access three times: 11:05 AM briefly near the access, 12:30 PM briefly past the access, and 1:57 to 2:04 PM past the access.

The queue from the signal at Cordon backed up through East Access one time 12:11 to 12:16 PM.

The internal queue backed out the parking lot for two 6-minute periods from 11:03 to 11:09 AM and 1:55 to 2:04 PM.

While this entry route has historically been striped with two lanes, the striping was not clear on the day of observations. It was used as a single lane during the field survey.

Vehicles backing out of parking spaces delay entering vehicles.

Vehicles exiting the diagonal parking conflict with entering vehicles.

Entering vehicles turning left generally yield to exiting vehicles. This contributed to backups when congestion at site exit was present.

Tuesday Conditions

Traffic volumes were collected in five-minute increments at each of the three site accesses. Table 4 summarizes the total driveway volumes over the 2-hour observation period at each of the three access.

Table 4: Tuesday Driveway Volume Characteristics (2 Hours)

Driveway	Entering	Exiting	Total	T/F West	T/F East
West Access	6 (1.1%)	65 (27.9%)	71 (9.1%)	69 (97.2%)	2 (2.8%)
Center Access	13 (2.4%)	103 (44.2%)	116 (14.8%)	109 (94.0%)	7 (6.0%)
East Access	530 (96.5%)	65 (27.9%)	595 (76.1%)	539 (90.6%)	56 (9.4%)
Total	549	233	782	717 (91.7%)	65 (8.3%)

Key findings from these counts include:

- Overall activity is much lower during weekday practices compared with weekend games.
- Nearly 97 percent of the arriving vehicles entered the site at the east driveway but 19 vehicles were observed using either the east or the center driveways.
- The center driveway was busiest for exiting traffic with 44 percent of the traffic. The traffic using the west and east existing was equal at approximately 25 percent each.
- Overall, approximately 92 percent of the traffic was traveling to/from the west and only 8 percent was traveling to/from the east.
- Even though the west driveway was signed for right turns only, nearly 3 percent of the traffic was traveling to/from the east.

Table 5 summarizes the volumes on State Street NE over the 2-hour observation period.

Table 5: Tuesday State Street NE Volume Characteristics (2 Hours)

Movement	Eastbound	Westbound
Approaching Site	912	495
Entering Site	499	50
Percent Entering	55%	10%
Continuing Through	413	445
Percent Through	45%	90%

Over the 2-hour period, 55 percent of the eastbound traffic on State Street NE was entering the site and 45 percent was continuing through to destinations east of the site. In the westbound direction, less traffic (only 10 percent) was entering the site and more traffic (90 percent) was continuing through to the signal at Cordon Road NE.



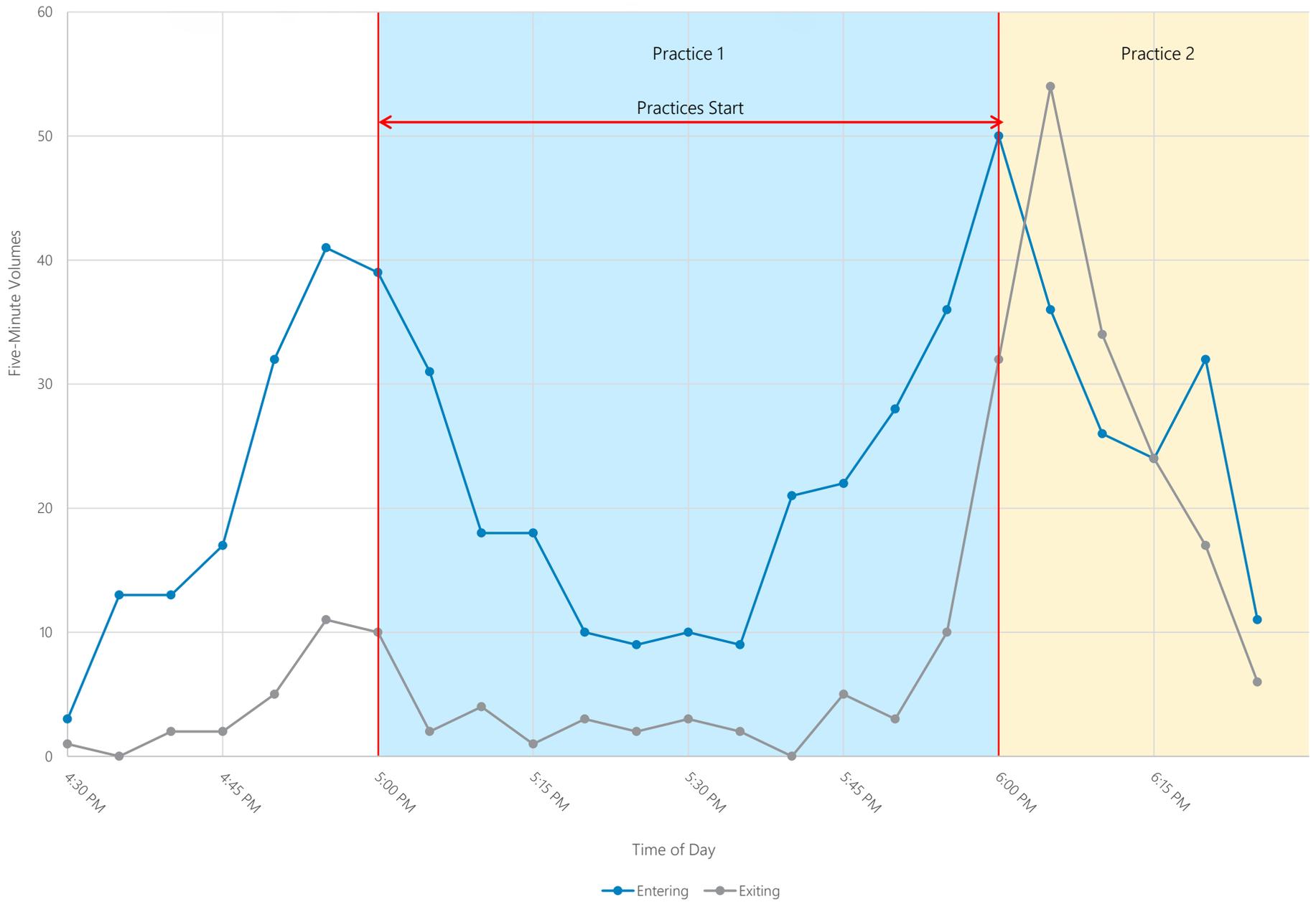
Figure 6 illustrates the pattern of traffic entering and exiting the site during the 2-hour observation period. The start times of practices are denoted with vertical red lines. The graph is also divided to show the two practice periods with blue denoting the first practice and yellow denoting the second practice.

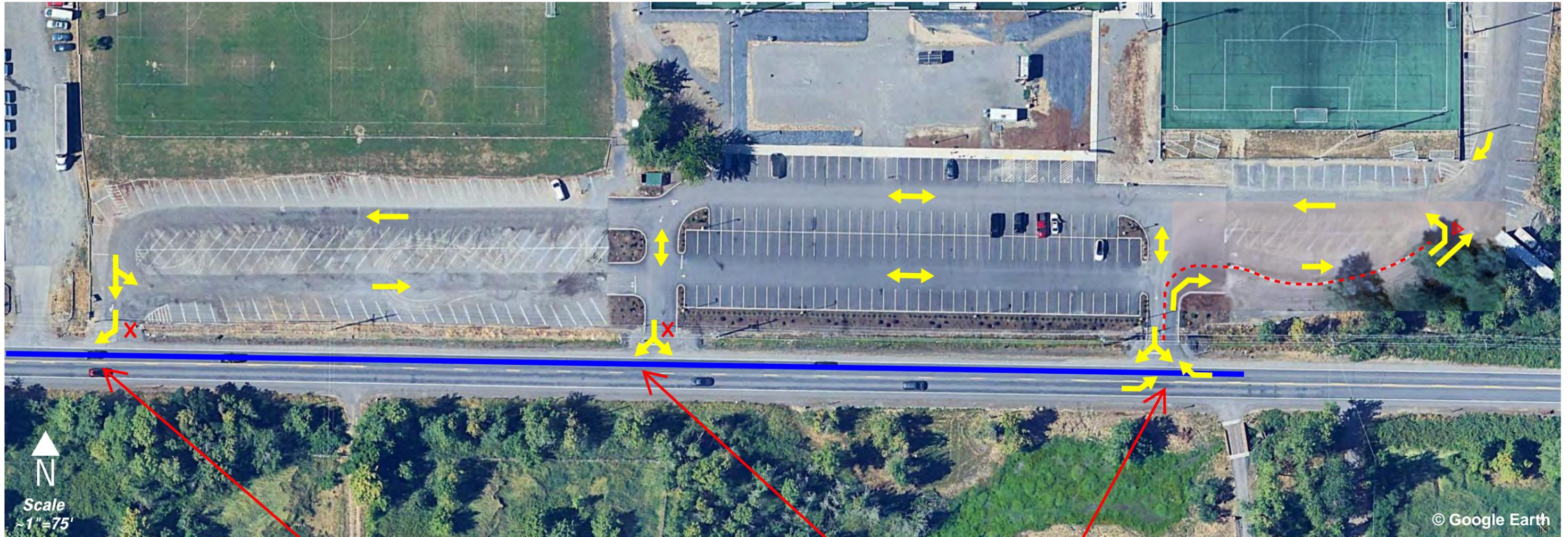
Observations

Figure 7 illustrates observations of traffic flow and congestion during the 2-hour observation period. From the observations, the following key findings are noted:

- After the first practice ended, as players departed from the site, queues at on westbound State Street NE would form at the signal at Cordon Road NE. These queues blocked the west access for 17 minutes, the center access for 14 minutes, and the east access for 4 minutes.
- No measurable eastbound queues were observed at the east access.
- No congestion was observed on site.







The queue from the signal at Cordon backed up through West Access for about 17 minutes from 6:08 to 6:25 PM.

Drivers in queues on State frequently let vehicles exit parking lot, often alternating with exiting vehicles.

The queue from the signal at Cordon backed up through Center Access for about 14 minutes from 6:08 to 6:22 PM

The queue from the signal at Cordon backed up through East Access for about 4 minutes from 6:17 to 6:21 PM

Proposed Traffic Control Modifications

Although the site was observed to operate well with only short periods of congestion, there are some modifications that could further improve traffic flow entering the site. As illustrated in Figure 8, the following measures are suggested:

- Increase queue storage on the site by clearly signing and delineating two entry lanes.
- Add signage and striping modifications to require traffic exiting from the overflow lot to yield to traffic entering the site.

With these modifications, the likelihood of queues extending from the site into State Street NE should be reduced. Consequently, the queuing for the eastbound left-turn movement should also be reduced.

The other contributor to site congestion is the traffic signal at Cordon Road NE & State Street NE. During the weekdays, signal timing may be optimized for peak traffic demand at the intersection. However, on weekends, a signal timing plan with longer maximum green times for the westbound approach could reduce congestion during the peak exit periods

Attachments:

Traffic Counts

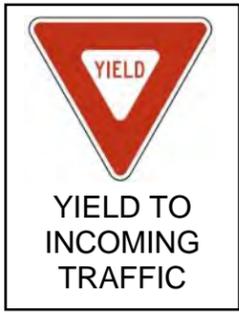




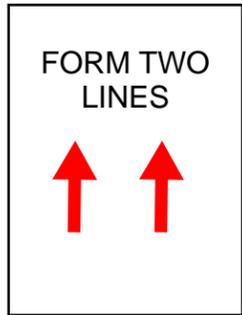
Place Exit Only signs in entry travel lane to prevent unwanted entry.

Option: Use staff to direct traffic during peak periods.

Require exiting traffic to yield to inbound traffic. Sample sandwich board:

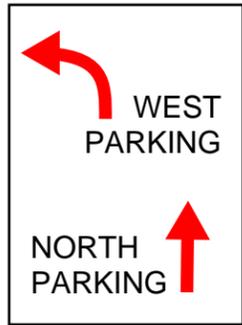


Add informational signage supporting two inbound lanes. Sample sandwich board:



Clearly stripe two inbound lanes - one dedicated to west parking and one for north parking. Having two lanes will provide more storage for entering vehicles if they are delayed by parking lot activity.

Create an island with directions to west and north parking areas. Sample sandwich board:



12:50 PM	0	0	34	0	0	0	28	0	0	0	0	0	0	0	0	4	66	662
12:55 PM	0	2	35	0	0	0	27	0	0	0	0	0	0	0	0	1	65	677
1:00 PM	0	0	36	0	0	0	15	0	0	0	0	0	0	0	0	0	51	727
1:05 PM	0	0	21	0	0	0	13	0	0	0	0	0	0	0	0	0	34	757
1:10 PM	0	0	11	0	0	0	14	0	0	0	0	0	0	0	0	1	26	792
1:15 PM	0	1	14	0	0	0	9	0	0	0	0	0	0	0	0	3	27	821
1:20 PM	0	0	22	0	0	0	20	0	0	0	0	0	0	0	0	9	51	841
1:25 PM	0	0	21	0	0	0	13	2	0	0	0	0	0	0	0	8	44	852
1:30 PM	0	0	24	0	0	0	28	0	0	0	0	0	0	1	0	8	61	862
1:35 PM	0	0	29	0	0	0	49	0	0	0	0	0	0	1	0	7	86	
1:40 PM	0	0	35	0	0	0	43	0	0	0	0	0	0	1	0	2	81	
1:45 PM	0	2	32	0	0	0	34	0	0	0	0	0	0	0	0	2	70	
1:50 PM	0	1	43	0	0	0	31	0	0	0	0	0	0	0	0	6	81	
1:55 PM	0	0	43	0	0	0	62	0	0	0	0	0	0	0	0	10	115	
2:00 PM	0	0	32	0	0	0	43	0	0	0	0	0	0	0	0	6	81	
2:05 PM	0	0	34	0	0	0	33	0	0	0	0	0	0	0	0	2	69	
2:10 PM	0	0	38	0	0	0	16	0	0	0	0	0	0	1	0	0	55	
2:15 PM	0	0	32	0	0	0	15	0	0	0	0	0	0	0	0	0	47	
2:20 PM	0	1	31	0	0	0	29	0	0	0	0	0	0	1	0	0	62	
2:25 PM	0	1	27	0	0	0	25	0	0	0	0	0	0	0	0	1	54	
Count Total	0	19	1,494	0	0	0	1,508	4	0	0	0	0	0	6	0	185	3,216	
Peak Hour	0	5	419	0	0	0	453	2	0	0	0	0	0	1	0	53	933	

Traffic Counts - Heavy Vehicles, Bicycles on Road, and Pedestrians/Bicycles on Crosswalk

Interval Start Time	Heavy Vehicles					Interval Start Time	Bicycles on Roadway					Interval Start Time	Pedestrians/Bicycles on Crosswalk				
	EB	NB	WB	SB	Total		EB	NB	WB	SB	Total		EB	NB	WB	SB	Total
10:30 AM	0	0	0	0	0	10:30 AM	0	0	0	0	0	10:30 AM	0	0	0	0	0
10:35 AM	0	0	0	0	0	10:35 AM	0	0	0	0	0	10:35 AM	0	0	0	0	0
10:40 AM	0	0	0	0	0	10:40 AM	0	0	0	0	0	10:40 AM	0	0	0	0	0
10:45 AM	0	0	0	0	0	10:45 AM	0	0	0	0	0	10:45 AM	0	0	0	0	0
10:50 AM	0	0	0	0	0	10:50 AM	0	0	0	0	0	10:50 AM	0	1	0	0	1
10:55 AM	0	0	0	0	0	10:55 AM	0	0	0	0	0	10:55 AM	0	0	0	0	0
11:00 AM	0	0	0	0	0	11:00 AM	0	0	0	0	0	11:00 AM	0	0	0	0	0
11:05 AM	0	0	0	0	0	11:05 AM	0	0	0	0	0	11:05 AM	0	0	0	0	0
11:10 AM	0	0	0	0	0	11:10 AM	0	0	0	0	0	11:10 AM	0	0	0	0	0
11:15 AM	0	0	0	0	0	11:15 AM	0	0	0	0	0	11:15 AM	0	0	0	0	0
11:20 AM	0	0	0	0	0	11:20 AM	0	0	0	0	0	11:20 AM	0	0	0	0	0
11:25 AM	0	0	0	0	0	11:25 AM	0	0	0	0	0	11:25 AM	0	0	0	0	0
11:30 AM	0	0	0	0	0	11:30 AM	0	0	0	0	0	11:30 AM	0	0	0	0	0
11:35 AM	1	0	0	0	1	11:35 AM	0	0	0	0	0	11:35 AM	0	0	0	0	0
11:40 AM	0	0	0	0	0	11:40 AM	0	0	0	0	0	11:40 AM	0	0	0	0	0
11:45 AM	0	0	0	0	0	11:45 AM	0	0	0	0	0	11:45 AM	0	0	0	0	0
11:50 AM	0	0	0	0	0	11:50 AM	0	0	0	0	0	11:50 AM	0	0	0	0	0
11:55 AM	0	0	0	0	0	11:55 AM	0	0	0	0	0	11:55 AM	0	0	0	0	0
12:00 PM	0	0	0	0	0	12:00 PM	0	0	0	0	0	12:00 PM	0	0	0	1	1
12:05 PM	0	0	0	0	0	12:05 PM	0	0	0	0	0	12:05 PM	0	0	0	0	0
12:10 PM	0	0	0	0	0	12:10 PM	0	0	0	0	0	12:10 PM	0	0	0	0	0
12:15 PM	0	0	0	0	0	12:15 PM	0	0	0	0	0	12:15 PM	0	0	0	0	0
12:20 PM	0	0	0	0	0	12:20 PM	0	0	0	0	0	12:20 PM	0	0	0	0	0
12:25 PM	0	0	0	0	0	12:25 PM	0	0	0	0	0	12:25 PM	0	0	0	0	0
12:30 PM	0	0	0	0	0	12:30 PM	0	0	0	0	0	12:30 PM	0	0	0	0	0
12:35 PM	0	0	0	0	0	12:35 PM	0	0	0	0	0	12:35 PM	0	0	0	0	0
12:40 PM	0	0	0	0	0	12:40 PM	0	0	0	0	0	12:40 PM	0	0	0	0	0
12:45 PM	0	0	0	0	0	12:45 PM	0	0	0	0	0	12:45 PM	0	0	0	0	0
12:50 PM	0	0	0	0	0	12:50 PM	0	0	0	0	0	12:50 PM	0	0	0	0	0
12:55 PM	0	0	0	0	0	12:55 PM	0	0	0	0	0	12:55 PM	0	0	0	0	0
1:00 PM	0	0	0	0	0	1:00 PM	0	0	0	0	0	1:00 PM	0	0	0	0	0
1:05 PM	0	0	0	0	0	1:05 PM	0	0	0	0	0	1:05 PM	0	0	0	0	0
1:10 PM	0	0	0	0	0	1:10 PM	0	0	0	0	0	1:10 PM	0	0	0	0	0
1:15 PM	0	0	0	0	0	1:15 PM	0	0	0	0	0	1:15 PM	0	0	0	0	0
1:20 PM	0	0	1	0	1	1:20 PM	0	0	0	0	0	1:20 PM	0	0	0	0	0
1:25 PM	0	0	0	0	0	1:25 PM	0	0	0	0	0	1:25 PM	0	0	0	0	0
1:30 PM	0	0	0	0	0	1:30 PM	0	0	0	0	0	1:30 PM	0	0	0	0	0
1:35 PM	0	0	0	0	0	1:35 PM	0	0	0	0	0	1:35 PM	0	0	0	0	0
1:40 PM	0	0	0	0	0	1:40 PM	0	0	0	0	0	1:40 PM	0	0	0	0	0
1:45 PM	0	0	0	0	0	1:45 PM	0	0	0	0	0	1:45 PM	0	0	0	0	0
1:50 PM	0	0	0	0	0	1:50 PM	0	0	0	0	0	1:50 PM	0	0	0	0	0
1:55 PM	0	0	0	0	0	1:55 PM	0	0	0	0	0	1:55 PM	0	0	0	0	0
2:00 PM	0	0	0	0	0	2:00 PM	0	0	0	0	0	2:00 PM	0	0	0	0	0
2:05 PM	0	0	0	0	0	2:05 PM	0	0	0	0	0	2:05 PM	0	0	0	0	0
2:10 PM	0	0	0	0	0	2:10 PM	0	0	0	0	0	2:10 PM	0	0	0	0	0
2:15 PM	0	0	0	0	0	2:15 PM	0	0	0	0	0	2:15 PM	0	0	0	0	0
2:20 PM	0	0	0	0	0	2:20 PM	0	0	0	0	0	2:20 PM	0	0	0	0	0
2:25 PM	0	0	0	0	0	2:25 PM	0	0	0	0	0	2:25 PM	0	0	0	0	0
Count Total	1	0	1	0	2	Count Total	0	0	0	0	0	Count Total	0	1	0	1	2
Peak Hour	0	0	0	0	0	Peak Hour	0	0	0	0	0	Peak Hour	0	1	0	0	1



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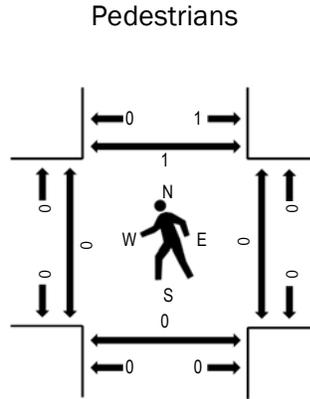
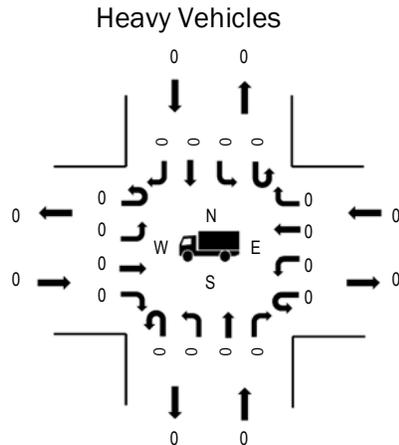
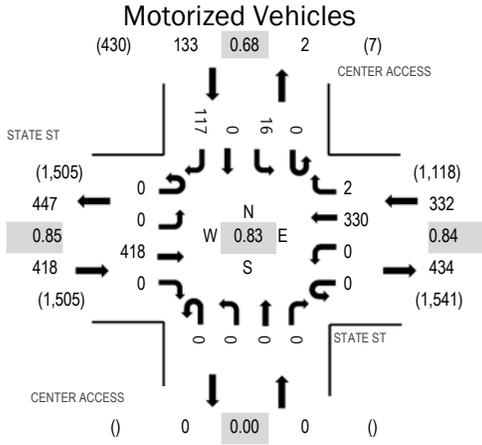
Location: 3 CENTER ACCESS & STATE ST AM

Date: Saturday, April 20, 2024

Peak Hour: 10:30 AM - 11:30 AM

Peak 15-Minutes: 10:50 AM - 11:05 AM

Peak Hour



Note: Total study counts contained in parentheses.

	HV%	PHF
EB	0.0%	0.85
WB	0.0%	0.84
NB	0.0%	0.00
SB	0.0%	0.68
All	0.0%	0.83

Traffic Counts - Motorized Vehicles

Interval Start Time	STATE ST Eastbound				STATE ST Westbound				CENTER ACCESS Northbound				CENTER ACCESS Southbound				Total	Rolling Hour
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right		
10:30 AM	0	0	38	0	0	0	31	0	0	0	0	0	0	7	0	11	87	883
10:35 AM	0	0	30	0	0	0	28	0	0	0	0	0	0	2	0	13	73	831
10:40 AM	0	0	40	0	0	0	31	1	0	0	0	0	0	1	0	6	79	798
10:45 AM	0	0	38	0	0	0	36	0	0	0	0	0	0	0	0	4	78	764
10:50 AM	0	0	46	0	0	0	25	0	0	0	0	0	0	1	0	9	81	722
10:55 AM	0	0	37	0	0	0	29	0	0	0	0	0	0	1	0	24	91	711
11:00 AM	0	0	32	0	0	0	35	0	0	0	0	0	0	3	0	23	93	665
11:05 AM	0	0	37	0	0	0	28	0	0	0	0	0	0	1	0	2	68	652
11:10 AM	0	0	34	0	0	0	26	0	0	0	0	0	0	0	0	5	65	673
11:15 AM	0	0	34	0	0	0	22	0	0	0	0	0	0	0	0	6	62	675
11:20 AM	0	0	28	0	0	0	22	1	0	0	0	0	0	0	0	12	63	685
11:25 AM	0	0	24	0	0	0	17	0	0	0	0	0	0	0	0	2	43	677
11:30 AM	0	0	20	0	0	0	13	0	0	0	0	0	0	0	0	2	35	717
11:35 AM	0	0	23	0	0	0	17	0	0	0	0	0	0	0	0	0	40	791
11:40 AM	0	0	23	0	0	0	21	0	0	0	0	0	0	0	0	1	45	823
11:45 AM	0	0	13	0	0	0	22	0	0	0	0	0	0	0	0	1	36	832
11:50 AM	0	0	33	0	0	0	36	0	0	0	0	0	0	0	0	1	70	855
11:55 AM	0	0	24	0	0	0	17	0	0	0	0	0	0	1	0	3	45	849
12:00 PM	0	1	31	0	0	0	32	0	0	0	0	0	0	2	0	14	80	867
12:05 PM	0	0	34	0	0	0	33	0	0	0	0	0	0	0	0	22	89	837
12:10 PM	0	0	32	0	0	0	27	0	0	0	0	0	0	0	0	8	67	784
12:15 PM	0	0	28	0	0	0	39	0	0	0	0	0	0	0	0	5	72	742
12:20 PM	0	0	39	0	0	0	13	0	0	0	0	0	0	0	0	3	55	696
12:25 PM	0	0	33	0	0	0	29	0	0	0	0	0	0	1	0	20	83	680
12:30 PM	0	0	53	0	0	0	34	0	0	0	0	0	0	7	0	15	109	633
12:35 PM	0	0	32	0	0	0	31	0	0	0	0	0	0	4	0	5	72	583
12:40 PM	0	0	31	0	0	0	19	0	0	0	0	0	0	1	0	3	54	599
12:45 PM	0	0	35	0	0	0	13	0	0	0	0	0	0	1	0	10	59	618

12:50 PM	0	2	35	0	0	0	16	0	0	0	0	0	0	1	0	10	64	634
12:55 PM	0	1	34	0	0	0	19	0	0	0	0	0	0	0	0	9	63	639
1:00 PM	0	0	38	0	0	0	10	0	0	0	0	0	0	0	0	2	50	674
1:05 PM	0	0	17	0	0	0	18	0	0	0	0	0	0	1	0	0	36	701
1:10 PM	0	0	15	0	0	0	8	0	0	0	0	0	0	0	0	2	25	729
1:15 PM	0	0	14	0	0	0	10	0	0	0	0	0	0	0	0	2	26	753
1:20 PM	0	0	21	0	0	0	12	0	0	0	0	0	0	0	0	6	39	782
1:25 PM	0	0	20	0	0	0	11	0	0	0	0	0	0	0	0	5	36	803
1:30 PM	0	0	24	0	0	0	24	0	0	0	0	0	0	0	0	11	59	820
1:35 PM	0	0	32	0	0	0	34	0	0	0	0	0	0	1	0	21	88	
1:40 PM	0	0	37	0	0	0	31	0	0	0	0	0	0	1	0	4	73	
1:45 PM	0	0	35	0	0	0	30	0	0	0	0	0	0	0	0	10	75	
1:50 PM	0	0	38	0	0	0	24	0	0	0	0	0	0	0	0	7	69	
1:55 PM	0	0	35	0	0	0	41	0	0	0	0	0	0	1	0	21	98	
2:00 PM	0	0	41	0	0	0	27	0	0	0	0	0	0	0	0	9	77	
2:05 PM	0	0	33	0	0	0	24	0	0	0	0	0	0	0	0	7	64	
2:10 PM	0	0	35	0	0	0	10	0	0	0	0	0	0	0	0	4	49	
2:15 PM	0	0	38	0	0	0	13	1	0	0	0	0	0	0	0	3	55	
2:20 PM	0	0	30	0	0	0	17	0	0	0	0	0	0	1	0	12	60	
2:25 PM	0	0	27	0	0	0	10	0	0	0	0	0	0	1	0	15	53	
Count Total	0	4	1,501	0	0	0	1,115	3	0	0	0	0	0	40	0	390	3,053	
Peak Hour	0	0	418	0	0	0	330	2	0	0	0	0	0	16	0	117	883	

Traffic Counts - Heavy Vehicles, Bicycles on Road, and Pedestrians/Bicycles on Crosswalk

Interval Start Time	Heavy Vehicles					Interval Start Time	Bicycles on Roadway					Interval Start Time	Pedestrians/Bicycles on Crosswalk				
	EB	NB	WB	SB	Total		EB	NB	WB	SB	Total		EB	NB	WB	SB	Total
10:30 AM	0	0	0	0	0	10:30 AM	0	0	0	0	0	10:30 AM	0	0	0	0	0
10:35 AM	0	0	0	0	0	10:35 AM	0	0	0	0	0	10:35 AM	0	0	0	0	0
10:40 AM	0	0	0	0	0	10:40 AM	0	0	0	0	0	10:40 AM	0	0	0	0	0
10:45 AM	0	0	0	0	0	10:45 AM	0	0	0	0	0	10:45 AM	0	0	0	0	0
10:50 AM	0	0	0	0	0	10:50 AM	0	0	0	0	0	10:50 AM	0	0	0	1	1
10:55 AM	0	0	0	0	0	10:55 AM	0	0	0	0	0	10:55 AM	0	0	0	0	0
11:00 AM	0	0	0	0	0	11:00 AM	0	0	0	0	0	11:00 AM	0	0	0	0	0
11:05 AM	0	0	0	0	0	11:05 AM	0	0	0	0	0	11:05 AM	0	0	0	0	0
11:10 AM	0	0	0	0	0	11:10 AM	0	0	0	0	0	11:10 AM	0	0	0	0	0
11:15 AM	0	0	0	0	0	11:15 AM	0	0	0	0	0	11:15 AM	0	0	0	0	0
11:20 AM	0	0	0	0	0	11:20 AM	0	0	0	0	0	11:20 AM	0	0	0	0	0
11:25 AM	0	0	0	0	0	11:25 AM	0	0	0	0	0	11:25 AM	0	0	0	0	0
11:30 AM	0	0	0	0	0	11:30 AM	0	0	0	0	0	11:30 AM	0	0	0	0	0
11:35 AM	1	0	0	0	1	11:35 AM	0	0	0	0	0	11:35 AM	0	0	0	0	0
11:40 AM	0	0	0	0	0	11:40 AM	0	0	0	0	0	11:40 AM	0	0	0	0	0
11:45 AM	0	0	0	0	0	11:45 AM	0	0	0	0	0	11:45 AM	0	0	0	0	0
11:50 AM	0	0	0	0	0	11:50 AM	0	0	0	0	0	11:50 AM	0	0	0	0	0
11:55 AM	0	0	0	0	0	11:55 AM	0	0	0	0	0	11:55 AM	0	0	0	0	0
12:00 PM	0	0	0	0	0	12:00 PM	0	0	0	0	0	12:00 PM	0	0	0	0	0
12:05 PM	0	0	0	0	0	12:05 PM	0	0	0	0	0	12:05 PM	0	0	0	0	0
12:10 PM	0	0	0	0	0	12:10 PM	0	0	0	0	0	12:10 PM	0	0	0	0	0
12:15 PM	0	0	0	0	0	12:15 PM	0	0	0	0	0	12:15 PM	0	0	0	0	0
12:20 PM	0	0	0	0	0	12:20 PM	0	0	0	0	0	12:20 PM	0	0	0	0	0
12:25 PM	0	0	0	0	0	12:25 PM	0	0	0	0	0	12:25 PM	0	0	0	1	1
12:30 PM	0	0	0	0	0	12:30 PM	0	0	0	0	0	12:30 PM	0	0	0	0	0
12:35 PM	0	0	0	0	0	12:35 PM	0	0	0	0	0	12:35 PM	0	0	0	0	0
12:40 PM	0	0	0	0	0	12:40 PM	0	0	0	0	0	12:40 PM	0	0	0	0	0
12:45 PM	0	0	0	0	0	12:45 PM	0	0	0	0	0	12:45 PM	0	0	0	0	0
12:50 PM	0	0	0	0	0	12:50 PM	0	0	0	0	0	12:50 PM	0	0	0	0	0
12:55 PM	0	0	0	0	0	12:55 PM	0	0	0	0	0	12:55 PM	0	0	0	0	0
1:00 PM	0	0	0	0	0	1:00 PM	0	0	0	0	0	1:00 PM	0	0	0	0	0
1:05 PM	0	0	0	0	0	1:05 PM	0	0	0	0	0	1:05 PM	0	0	0	0	0
1:10 PM	0	0	0	0	0	1:10 PM	0	0	0	0	0	1:10 PM	0	0	0	0	0
1:15 PM	0	0	0	0	0	1:15 PM	0	0	0	0	0	1:15 PM	0	0	0	0	0
1:20 PM	0	0	1	0	1	1:20 PM	0	0	0	0	0	1:20 PM	0	0	0	0	0
1:25 PM	0	0	0	0	0	1:25 PM	0	0	0	0	0	1:25 PM	0	0	0	0	0
1:30 PM	0	0	0	0	0	1:30 PM	0	0	0	0	0	1:30 PM	0	0	0	0	0
1:35 PM	0	0	0	0	0	1:35 PM	0	0	0	0	0	1:35 PM	0	0	0	0	0
1:40 PM	0	0	0	0	0	1:40 PM	0	0	0	0	0	1:40 PM	0	0	0	0	0
1:45 PM	0	0	0	0	0	1:45 PM	0	0	0	0	0	1:45 PM	0	0	0	0	0
1:50 PM	0	0	0	0	0	1:50 PM	0	0	0	0	0	1:50 PM	0	0	0	0	0
1:55 PM	0	0	0	0	0	1:55 PM	0	0	0	0	0	1:55 PM	0	0	0	0	0
2:00 PM	0	0	0	0	0	2:00 PM	0	0	0	0	0	2:00 PM	0	0	0	0	0
2:05 PM	0	0	0	0	0	2:05 PM	0	0	0	0	0	2:05 PM	0	0	0	0	0
2:10 PM	0	0	0	0	0	2:10 PM	0	0	0	0	0	2:10 PM	0	0	0	0	0
2:15 PM	0	0	0	0	0	2:15 PM	0	0	0	0	0	2:15 PM	0	0	0	0	0
2:20 PM	0	0	0	0	0	2:20 PM	0	0	0	0	0	2:20 PM	0	0	0	0	0
2:25 PM	0	0	0	0	0	2:25 PM	0	0	0	0	0	2:25 PM	0	0	0	0	0
Count Total	1	0	1	0	2	Count Total	0	0	0	0	0	Count Total	0	0	0	2	2
Peak Hour	0	0	0	0	0	Peak Hour	0	0	0	0	0	Peak Hour	0	0	0	1	1

12:50 PM	0	19	15	0	0	0	8	8	0	0	0	0	0	3	0	9	62	606
12:55 PM	0	25	15	0	0	0	12	2	0	0	0	0	0	2	0	6	62	614
1:00 PM	0	20	17	0	0	0	9	3	0	0	0	0	0	0	0	2	51	630
1:05 PM	0	6	14	0	0	0	15	2	0	0	0	0	0	0	0	0	37	659
1:10 PM	0	6	5	0	0	0	10	1	0	0	0	0	0	0	0	2	24	697
1:15 PM	0	6	8	0	0	0	8	1	0	0	0	0	0	0	0	0	23	731
1:20 PM	0	14	7	0	0	0	13	4	0	0	0	0	0	0	0	1	39	753
1:25 PM	0	11	10	0	0	0	7	8	0	0	0	0	0	0	0	3	39	771
1:30 PM	0	15	10	0	0	0	9	5	0	0	0	0	0	0	0	10	49	770
1:35 PM	0	18	13	0	0	0	9	5	0	0	0	0	0	4	0	27	76	
1:40 PM	0	23	12	0	0	0	8	9	0	0	0	0	0	3	0	25	80	
1:45 PM	0	28	6	0	0	0	11	4	0	0	0	0	0	2	0	13	64	
1:50 PM	0	26	12	0	0	0	11	4	0	0	0	0	0	0	0	17	70	
1:55 PM	0	22	5	0	0	0	14	6	0	0	0	0	0	3	0	28	78	
2:00 PM	0	32	11	0	0	0	8	5	0	0	0	0	0	5	0	19	80	
2:05 PM	0	26	16	0	0	0	18	5	0	0	0	0	0	3	0	7	75	
2:10 PM	0	20	19	0	0	0	9	8	0	0	0	0	0	1	0	1	58	
2:15 PM	0	19	12	0	0	0	10	0	0	0	0	0	0	1	0	3	45	
2:20 PM	0	17	17	0	0	0	10	3	0	0	0	0	0	0	0	10	57	
2:25 PM	0	17	11	0	0	0	6	2	0	0	0	0	0	1	0	1	38	
Count Total	1	937	600	0	0	0	595	184	0	0	0	0	0	67	0	526	2,910	
Peak Hour	0	293	144	0	0	0	162	55	0	0	0	0	0	17	0	178	849	

Traffic Counts - Heavy Vehicles, Bicycles on Road, and Pedestrians/Bicycles on Crosswalk

Interval Start Time	Heavy Vehicles					Interval Start Time	Bicycles on Roadway					Interval Start Time	Pedestrians/Bicycles on Crosswalk				
	EB	NB	WB	SB	Total		EB	NB	WB	SB	Total		EB	NB	WB	SB	Total
10:30 AM	0	0	0	0	0	10:30 AM	0	0	0	0	0	10:30 AM	0	0	0	0	0
10:35 AM	0	0	0	0	0	10:35 AM	0	0	0	0	0	10:35 AM	0	0	0	0	0
10:40 AM	0	0	0	0	0	10:40 AM	0	0	0	0	0	10:40 AM	0	0	0	0	0
10:45 AM	0	0	0	0	0	10:45 AM	0	0	0	0	0	10:45 AM	0	0	0	0	0
10:50 AM	0	0	0	0	0	10:50 AM	0	0	0	0	0	10:50 AM	0	0	0	0	0
10:55 AM	0	0	0	0	0	10:55 AM	0	0	0	0	0	10:55 AM	0	0	0	0	0
11:00 AM	0	0	0	0	0	11:00 AM	0	0	0	0	0	11:00 AM	0	0	0	0	0
11:05 AM	0	0	0	0	0	11:05 AM	0	0	0	0	0	11:05 AM	0	0	0	0	0
11:10 AM	0	0	0	0	0	11:10 AM	0	0	0	0	0	11:10 AM	0	0	0	0	0
11:15 AM	0	0	0	0	0	11:15 AM	0	0	0	0	0	11:15 AM	0	0	0	0	0
11:20 AM	0	0	0	0	0	11:20 AM	0	0	0	0	0	11:20 AM	0	0	0	0	0
11:25 AM	0	0	0	0	0	11:25 AM	0	0	0	0	0	11:25 AM	0	0	0	0	0
11:30 AM	0	0	0	0	0	11:30 AM	0	0	0	0	0	11:30 AM	0	0	0	0	0
11:35 AM	1	0	0	0	1	11:35 AM	0	0	0	0	0	11:35 AM	0	0	0	0	0
11:40 AM	0	0	0	0	0	11:40 AM	0	0	0	0	0	11:40 AM	0	0	0	0	0
11:45 AM	0	0	0	0	0	11:45 AM	0	0	0	0	0	11:45 AM	0	0	0	0	0
11:50 AM	0	0	0	0	0	11:50 AM	0	0	0	0	0	11:50 AM	0	0	0	0	0
11:55 AM	0	0	0	0	0	11:55 AM	0	0	0	0	0	11:55 AM	0	0	0	0	0
12:00 PM	0	0	0	0	0	12:00 PM	0	0	0	0	0	12:00 PM	0	0	0	0	0
12:05 PM	0	0	0	0	0	12:05 PM	0	0	0	0	0	12:05 PM	0	0	0	0	0
12:10 PM	0	0	0	0	0	12:10 PM	0	0	0	0	0	12:10 PM	0	0	0	0	0
12:15 PM	0	0	0	0	0	12:15 PM	0	0	0	0	0	12:15 PM	0	0	0	0	0
12:20 PM	0	0	0	0	0	12:20 PM	0	0	0	0	0	12:20 PM	0	0	0	0	0
12:25 PM	0	0	0	0	0	12:25 PM	0	0	0	0	0	12:25 PM	0	0	0	0	0
12:30 PM	0	0	0	0	0	12:30 PM	0	0	0	0	0	12:30 PM	0	0	0	0	0
12:35 PM	0	0	0	0	0	12:35 PM	0	0	0	0	0	12:35 PM	0	0	0	0	0
12:40 PM	0	0	0	0	0	12:40 PM	0	0	0	0	0	12:40 PM	0	0	0	0	0
12:45 PM	0	0	0	0	0	12:45 PM	0	0	0	0	0	12:45 PM	0	0	0	0	0
12:50 PM	0	0	0	0	0	12:50 PM	0	0	0	0	0	12:50 PM	0	0	0	0	0
12:55 PM	0	0	0	0	0	12:55 PM	0	0	0	0	0	12:55 PM	0	0	0	0	0
1:00 PM	0	0	0	0	0	1:00 PM	0	0	0	0	0	1:00 PM	0	0	0	0	0
1:05 PM	0	0	0	0	0	1:05 PM	0	0	0	0	0	1:05 PM	0	0	0	0	0
1:10 PM	0	0	0	0	0	1:10 PM	0	0	0	0	0	1:10 PM	0	0	0	0	0
1:15 PM	0	0	0	0	0	1:15 PM	0	0	0	0	0	1:15 PM	0	0	0	0	0
1:20 PM	0	0	1	0	1	1:20 PM	0	0	0	0	0	1:20 PM	0	0	0	0	0
1:25 PM	0	0	0	0	0	1:25 PM	0	0	0	0	0	1:25 PM	0	0	0	0	0
1:30 PM	0	0	0	0	0	1:30 PM	0	0	0	0	0	1:30 PM	0	0	0	0	0
1:35 PM	0	0	0	0	0	1:35 PM	0	0	0	0	0	1:35 PM	0	0	0	0	0
1:40 PM	0	0	0	0	0	1:40 PM	0	0	0	0	0	1:40 PM	0	0	0	0	0
1:45 PM	0	0	0	0	0	1:45 PM	0	0	0	0	0	1:45 PM	0	0	0	0	0
1:50 PM	0	0	0	0	0	1:50 PM	0	0	0	0	0	1:50 PM	0	0	0	0	0
1:55 PM	0	0	0	0	0	1:55 PM	0	0	0	0	0	1:55 PM	0	0	0	0	0
2:00 PM	0	0	0	0	0	2:00 PM	0	0	0	0	0	2:00 PM	0	0	0	0	0
2:05 PM	0	0	0	0	0	2:05 PM	0	0	0	0	0	2:05 PM	0	0	0	0	0
2:10 PM	0	0	0	0	0	2:10 PM	0	0	0	0	0	2:10 PM	0	0	0	0	0
2:15 PM	0	0	0	0	0	2:15 PM	0	0	0	0	0	2:15 PM	0	0	0	0	0
2:20 PM	0	0	0	0	0	2:20 PM	0	0	0	0	0	2:20 PM	0	0	0	0	0
2:25 PM	0	0	0	0	0	2:25 PM	0	0	0	0	0	2:25 PM	0	0	0	0	0
Count Total	1	0	1	0	2	Count Total	0	0	0	0	0	Count Total	0	0	0	0	0
Peak Hour	0	0	0	0	0	Peak Hour	0	0	0	0	0	Peak Hour	0	0	0	0	0



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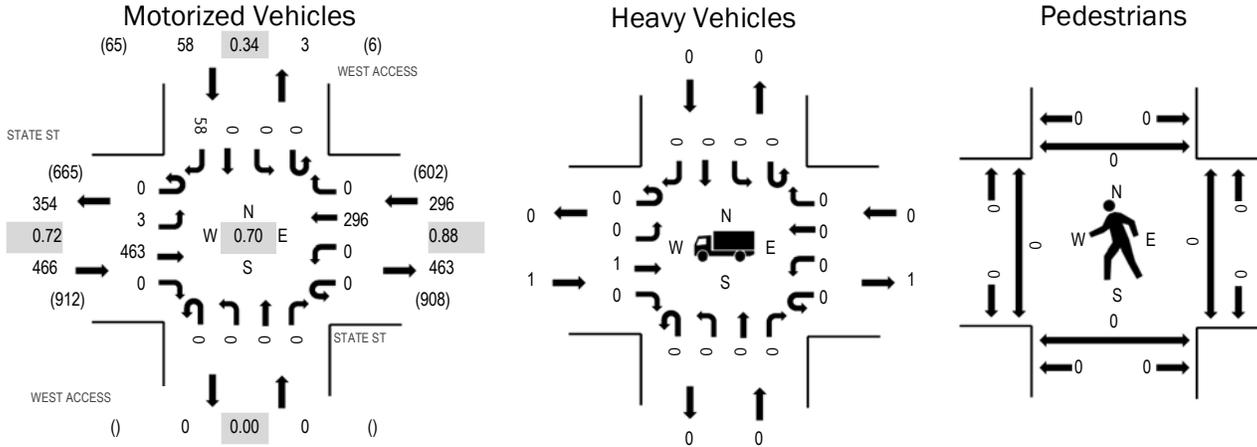
Location: 2 WEST ACCESS & STATE ST PM

Date: Tuesday, April 23, 2024

Peak Hour: 05:25 PM - 06:25 PM

Peak 15-Minutes: 06:00 PM - 06:15 PM

Peak Hour



Note: Total study counts contained in parentheses.

	HV%	PHF
EB	0.2%	0.72
WB	0.0%	0.88
NB	0.0%	0.00
SB	0.0%	0.34
All	0.1%	0.70

Traffic Counts - Motorized Vehicles

Interval Start Time	STATE ST Eastbound				STATE ST Westbound				WEST ACCESS Northbound				WEST ACCESS Southbound				Total	Rolling Hour
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right		
4:30 PM	0	0	24	0	0	0	27	0	0	0	0	0	0	0	0	0	51	770
4:35 PM	0	0	33	0	0	0	36	0	0	0	0	0	0	0	0	0	69	757
4:40 PM	0	0	33	0	0	0	26	0	0	0	0	0	0	0	0	0	59	742
4:45 PM	0	0	34	0	0	0	19	0	0	0	0	0	0	0	0	1	54	733
4:50 PM	0	0	41	0	0	0	29	0	0	0	0	0	0	0	0	0	70	738
4:55 PM	0	0	46	0	0	0	20	0	0	0	0	0	0	0	0	0	66	719
5:00 PM	0	0	52	0	0	0	28	1	0	0	0	0	0	0	0	1	82	721
5:05 PM	0	1	41	0	0	0	18	0	0	0	0	0	0	0	0	0	60	740
5:10 PM	0	0	36	0	0	0	19	1	0	0	0	0	0	0	0	2	58	785
5:15 PM	0	0	42	0	0	0	38	0	0	0	0	0	0	0	0	1	81	812
5:20 PM	0	0	39	0	0	0	29	0	0	0	0	0	0	0	0	1	69	801
5:25 PM	0	0	29	0	0	0	22	0	0	0	0	0	0	0	0	0	51	820
5:30 PM	0	0	22	0	0	0	16	0	0	0	0	0	0	0	0	0	38	809
5:35 PM	0	1	29	0	0	0	24	0	0	0	0	0	0	0	0	0	54	
5:40 PM	0	0	30	0	0	0	20	0	0	0	0	0	0	0	0	0	50	
5:45 PM	0	0	40	0	0	0	18	0	0	0	0	0	0	0	0	1	59	
5:50 PM	0	0	33	0	0	0	18	0	0	0	0	0	0	0	0	0	51	
5:55 PM	0	0	48	0	0	0	19	0	0	0	0	0	0	0	0	1	68	
6:00 PM	0	2	64	0	0	0	27	0	0	0	0	0	0	0	0	8	101	
6:05 PM	0	0	49	0	0	0	40	0	0	0	0	0	0	0	0	16	105	
6:10 PM	0	0	39	0	0	0	29	0	0	0	0	0	0	0	0	17	85	
6:15 PM	0	0	41	0	0	0	19	0	0	0	0	0	0	0	0	10	70	
6:20 PM	0	0	39	0	0	0	44	0	0	0	0	0	0	0	0	5	88	
6:25 PM	0	0	24	0	0	0	15	0	0	0	0	0	0	0	0	1	40	
Count Total	0	4	908	0	0	0	600	2	0	0	0	0	0	0	0	65	1,579	
Peak Hour	0	3	463	0	0	0	296	0	0	0	0	0	0	0	0	58	820	

Traffic Counts - Heavy Vehicles, Bicycles on Road, and Pedestrians/Bicycles on Crosswalk

Interval Start Time	Heavy Vehicles					Interval Start Time	Bicycles on Roadway					Interval Start Time	Pedestrians/Bicycles on Crosswalk				
	EB	NB	WB	SB	Total		EB	NB	WB	SB	Total		EB	NB	WB	SB	Total
4:30 PM	0	0	0	0	0	4:30 PM	0	0	0	0	0	4:30 PM	0	0	0	0	0
4:35 PM	0	0	0	0	0	4:35 PM	0	0	0	0	0	4:35 PM	0	0	0	0	0
4:40 PM	0	0	0	0	0	4:40 PM	0	0	0	0	0	4:40 PM	0	0	0	0	0
4:45 PM	0	0	0	0	0	4:45 PM	0	0	0	0	0	4:45 PM	0	0	0	0	0
4:50 PM	0	0	0	0	0	4:50 PM	0	0	0	0	0	4:50 PM	0	0	0	0	0
4:55 PM	0	0	0	0	0	4:55 PM	0	0	0	0	0	4:55 PM	0	0	0	1	1
5:00 PM	0	0	0	0	0	5:00 PM	0	0	0	0	0	5:00 PM	0	0	0	0	0
5:05 PM	0	0	0	0	0	5:05 PM	0	0	0	0	0	5:05 PM	0	0	0	0	0
5:10 PM	1	0	0	0	1	5:10 PM	0	0	1	0	1	5:10 PM	0	0	0	0	0
5:15 PM	0	0	0	0	0	5:15 PM	0	0	0	0	0	5:15 PM	0	0	0	0	0
5:20 PM	0	0	1	0	1	5:20 PM	0	0	0	0	0	5:20 PM	0	0	0	0	0
5:25 PM	0	0	0	0	0	5:25 PM	0	0	0	0	0	5:25 PM	0	0	0	0	0
5:30 PM	0	0	0	0	0	5:30 PM	0	0	0	0	0	5:30 PM	0	0	0	0	0
5:35 PM	0	0	0	0	0	5:35 PM	0	0	0	0	0	5:35 PM	0	0	0	0	0
5:40 PM	0	0	0	0	0	5:40 PM	0	0	0	0	0	5:40 PM	0	0	0	0	0
5:45 PM	0	0	0	0	0	5:45 PM	0	0	0	0	0	5:45 PM	0	0	0	0	0
5:50 PM	0	0	0	0	0	5:50 PM	0	0	0	0	0	5:50 PM	0	0	0	0	0
5:55 PM	0	0	0	0	0	5:55 PM	0	0	0	0	0	5:55 PM	0	0	0	0	0
6:00 PM	0	0	0	0	0	6:00 PM	0	0	0	0	0	6:00 PM	0	0	0	0	0
6:05 PM	0	0	0	0	0	6:05 PM	0	0	0	0	0	6:05 PM	0	0	0	0	0
6:10 PM	0	0	0	0	0	6:10 PM	0	0	0	0	0	6:10 PM	0	0	0	0	0
6:15 PM	1	0	0	0	1	6:15 PM	0	0	0	0	0	6:15 PM	0	0	0	0	0
6:20 PM	0	0	0	0	0	6:20 PM	0	0	0	0	0	6:20 PM	0	0	0	0	0
6:25 PM	1	0	0	0	1	6:25 PM	0	0	0	0	0	6:25 PM	0	0	0	0	0
Count Total	3	0	1	0	4	Count Total	0	0	1	0	1	Count Total	0	0	0	1	1
Peak Hour	1	0	0	0	1	Peak Hour	0	0	0	0	0	Peak Hour	0	0	0	0	0



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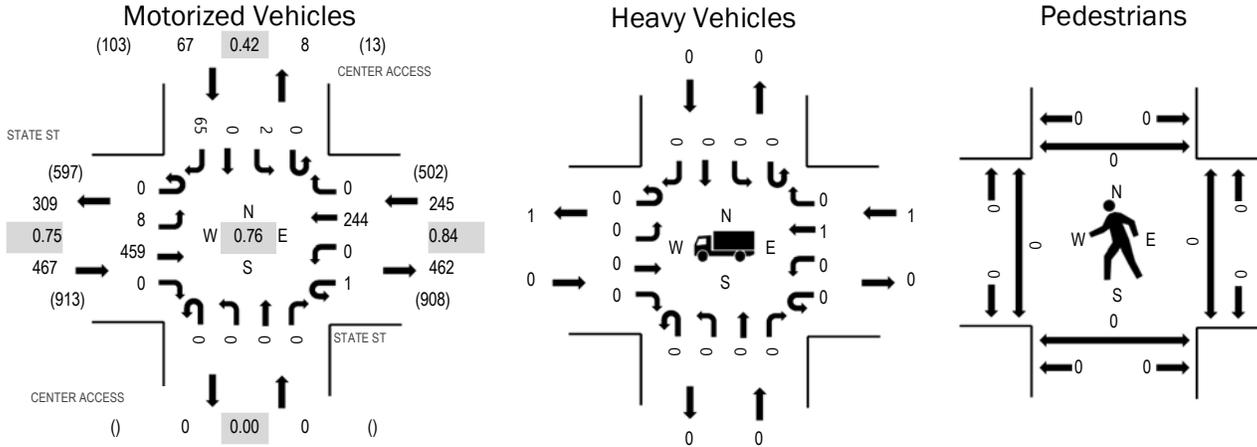
Location: 3 CENTER ACCESS & STATE ST PM

Date: Tuesday, April 23, 2024

Peak Hour: 05:15 PM - 06:15 PM

Peak 15-Minutes: 05:55 PM - 06:10 PM

Peak Hour



Note: Total study counts contained in parentheses.

	HV%	PHF
EB	0.0%	0.75
WB	0.4%	0.84
NB	0.0%	0.00
SB	0.0%	0.42
All	0.1%	0.76

Traffic Counts - Motorized Vehicles

Interval Start Time	STATE ST Eastbound				STATE ST Westbound				CENTER ACCESS Northbound				CENTER ACCESS Southbound				Total	Rolling Hour
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right		
4:30 PM	0	1	25	0	0	0	26	0	0	0	0	0	0	0	0	0	52	762
4:35 PM	0	0	33	0	0	0	38	0	0	0	0	0	0	0	0	0	71	760
4:40 PM	0	1	38	0	0	0	24	0	0	0	0	0	0	0	0	0	63	738
4:45 PM	0	0	29	0	0	0	18	0	0	0	0	0	0	0	0	0	47	722
4:50 PM	0	0	44	0	0	0	26	0	0	0	0	0	0	1	0	1	72	735
4:55 PM	0	0	51	0	0	0	18	0	0	0	0	0	0	2	0	4	75	714
5:00 PM	0	0	43	0	0	0	22	0	0	0	0	0	0	1	0	3	69	718
5:05 PM	0	2	42	0	0	0	19	0	0	0	0	0	0	0	0	1	64	740
5:10 PM	0	0	36	0	0	0	18	0	0	0	0	0	0	0	0	2	56	761
5:15 PM	0	0	43	0	0	0	40	0	0	0	0	0	0	0	0	0	83	779
5:20 PM	0	0	37	0	0	0	29	0	0	0	0	0	0	0	0	1	67	759
5:25 PM	0	1	24	0	0	0	16	0	0	0	0	0	0	0	0	2	43	760
5:30 PM	0	1	29	0	0	0	20	0	0	0	0	0	0	0	0	0	50	756
5:35 PM	0	0	25	0	0	0	23	0	0	0	0	0	0	0	0	1	49	
5:40 PM	0	3	29	0	0	0	15	0	0	0	0	0	0	0	0	0	47	
5:45 PM	0	1	42	0	0	0	15	0	0	0	0	0	0	0	0	2	60	
5:50 PM	0	0	30	0	1	0	17	0	0	0	0	0	0	1	0	2	51	
5:55 PM	0	1	54	0	0	0	17	0	0	0	0	0	0	0	0	7	79	
6:00 PM	0	1	57	0	0	0	14	0	0	0	0	0	0	0	0	19	91	
6:05 PM	0	0	43	0	0	0	18	0	0	0	0	0	0	1	0	23	85	
6:10 PM	0	0	46	0	0	0	20	0	0	0	0	0	0	0	0	8	74	
6:15 PM	0	0	41	0	0	0	13	0	0	0	0	0	0	0	0	9	63	
6:20 PM	0	0	35	0	0	0	23	0	0	0	0	0	0	1	0	9	68	
6:25 PM	0	1	24	0	0	0	12	0	0	0	0	0	0	0	0	2	39	
Count Total	0	13	900	0	1	0	501	0	0	0	0	0	0	7	0	96	1,518	
Peak Hour	0	8	459	0	1	0	244	0	0	0	0	0	0	2	0	65	779	

Traffic Counts - Heavy Vehicles, Bicycles on Road, and Pedestrians/Bicycles on Crosswalk

Interval Start Time	Heavy Vehicles					Interval Start Time	Bicycles on Roadway					Interval Start Time	Pedestrians/Bicycles on Crosswalk				
	EB	NB	WB	SB	Total		EB	NB	WB	SB	Total		EB	NB	WB	SB	Total
4:30 PM	0	0	0	0	0	4:30 PM	0	0	0	0	0	4:30 PM	0	0	0	0	0
4:35 PM	0	0	0	0	0	4:35 PM	0	0	0	0	0	4:35 PM	0	0	0	0	0
4:40 PM	0	0	0	0	0	4:40 PM	0	0	0	0	0	4:40 PM	0	0	0	0	0
4:45 PM	0	0	0	0	0	4:45 PM	0	0	0	0	0	4:45 PM	0	0	0	0	0
4:50 PM	0	0	0	0	0	4:50 PM	0	0	0	0	0	4:50 PM	0	0	0	0	0
4:55 PM	0	0	0	0	0	4:55 PM	0	0	0	0	0	4:55 PM	0	0	0	1	1
5:00 PM	0	0	0	0	0	5:00 PM	0	0	0	0	0	5:00 PM	0	0	0	0	0
5:05 PM	0	0	0	0	0	5:05 PM	0	0	0	0	0	5:05 PM	0	0	0	0	0
5:10 PM	1	0	0	0	1	5:10 PM	0	0	1	0	1	5:10 PM	0	0	0	0	0
5:15 PM	0	0	0	0	0	5:15 PM	0	0	0	0	0	5:15 PM	0	0	0	0	0
5:20 PM	0	0	1	0	1	5:20 PM	0	0	0	0	0	5:20 PM	0	0	0	0	0
5:25 PM	0	0	0	0	0	5:25 PM	0	0	0	0	0	5:25 PM	0	0	0	0	0
5:30 PM	0	0	0	0	0	5:30 PM	0	0	0	0	0	5:30 PM	0	0	0	0	0
5:35 PM	0	0	0	0	0	5:35 PM	0	0	0	0	0	5:35 PM	0	0	0	0	0
5:40 PM	0	0	0	0	0	5:40 PM	0	0	0	0	0	5:40 PM	0	0	0	0	0
5:45 PM	0	0	0	0	0	5:45 PM	0	0	0	0	0	5:45 PM	0	0	0	0	0
5:50 PM	0	0	0	0	0	5:50 PM	0	0	0	0	0	5:50 PM	0	0	0	0	0
5:55 PM	0	0	0	0	0	5:55 PM	0	0	0	0	0	5:55 PM	0	0	0	0	0
6:00 PM	0	0	0	0	0	6:00 PM	0	0	0	0	0	6:00 PM	0	0	0	0	0
6:05 PM	0	0	0	0	0	6:05 PM	0	0	0	0	0	6:05 PM	0	0	0	0	0
6:10 PM	0	0	0	0	0	6:10 PM	0	0	0	0	0	6:10 PM	0	0	0	0	0
6:15 PM	1	0	0	0	1	6:15 PM	0	0	0	0	0	6:15 PM	0	0	0	0	0
6:20 PM	1	0	0	0	1	6:20 PM	0	0	0	0	0	6:20 PM	0	0	0	0	0
6:25 PM	0	0	0	0	0	6:25 PM	0	0	0	0	0	6:25 PM	0	0	0	0	0
Count Total	3	0	1	0	4	Count Total	0	0	1	0	1	Count Total	0	0	0	1	1
Peak Hour	0	0	1	0	1	Peak Hour	0	0	0	0	0	Peak Hour	0	0	0	0	0



(303) 216-2439

www.alltrafficdata.net

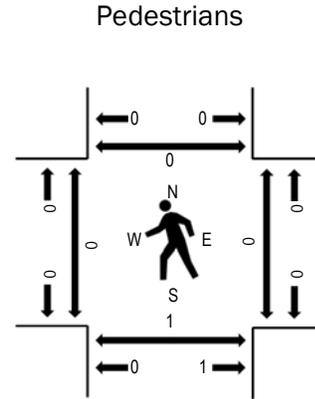
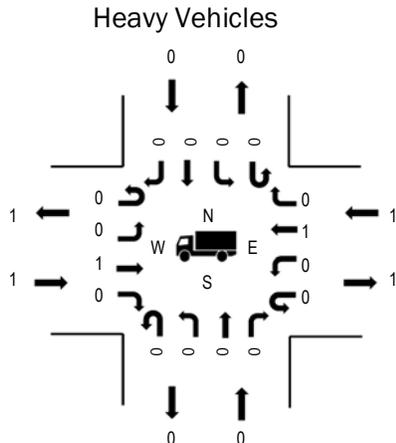
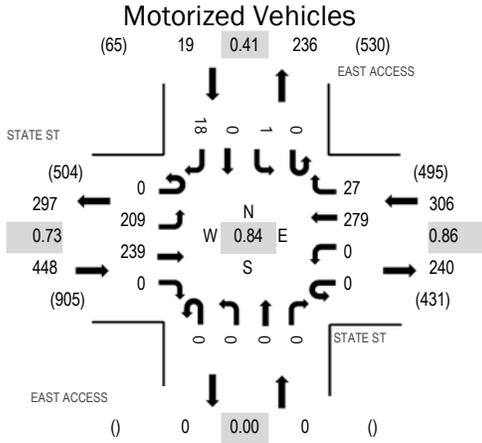
Location: 4 EAST ACCESS & STATE ST PM

Date: Tuesday, April 23, 2024

Peak Hour: 04:30 PM - 05:30 PM

Peak 15-Minutes: 04:50 PM - 05:05 PM

Peak Hour



Note: Total study counts contained in parentheses.

	HV%	PHF
EB	0.2%	0.73
WB	0.3%	0.86
NB	0.0%	0.00
SB	0.0%	0.41
All	0.3%	0.84

Traffic Counts - Motorized Vehicles

Interval Start Time	STATE ST Eastbound				STATE ST Westbound				EAST ACCESS Northbound				EAST ACCESS Southbound				Total	Rolling Hour	
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			
4:30 PM	0	2	18	0	0	0	23	0	0	0	0	0	0	0	0	0	1	44	773
4:35 PM	0	13	23	0	0	0	38	0	0	0	0	0	0	0	0	0	0	74	770
4:40 PM	0	11	20	0	0	0	25	1	0	0	0	0	0	0	0	0	2	59	748
4:45 PM	0	14	20	0	0	0	16	3	0	0	0	0	0	0	0	0	1	54	736
4:50 PM	0	24	17	0	0	0	24	8	0	0	0	0	0	1	0	0	2	76	737
4:55 PM	0	33	15	0	0	0	16	8	0	0	0	0	0	0	0	0	5	77	718
5:00 PM	0	36	18	0	0	0	16	2	0	0	0	0	0	0	0	0	5	77	708
5:05 PM	0	26	13	0	0	0	17	2	0	0	0	0	0	0	0	0	1	59	707
5:10 PM	0	16	20	0	0	0	17	1	0	0	0	0	0	0	0	0	0	54	721
5:15 PM	0	18	24	0	0	0	40	0	0	0	0	0	0	0	0	0	0	82	731
5:20 PM	0	9	30	0	0	0	28	1	0	0	0	0	0	0	0	0	1	69	714
5:25 PM	0	7	21	0	0	0	19	1	0	0	0	0	0	0	0	0	0	48	700
5:30 PM	0	8	14	0	0	0	15	1	0	0	0	0	0	1	0	0	2	41	692
5:35 PM	0	8	20	0	0	0	23	0	0	0	0	0	0	0	0	0	1	52	
5:40 PM	0	17	13	0	0	0	16	1	0	0	0	0	0	0	0	0	0	47	
5:45 PM	0	20	17	0	0	0	15	1	0	0	0	0	0	0	0	0	2	55	
5:50 PM	0	24	12	0	0	0	17	4	0	0	0	0	0	0	0	0	0	57	
5:55 PM	0	32	15	0	0	0	15	3	0	0	0	0	0	0	0	0	2	67	
6:00 PM	0	45	14	0	0	0	10	2	0	0	0	0	0	0	0	0	5	76	
6:05 PM	0	35	17	0	0	0	6	1	0	0	0	0	0	1	0	0	13	73	
6:10 PM	0	26	14	0	0	0	15	0	0	0	0	0	0	3	0	0	6	64	
6:15 PM	0	20	20	0	0	0	16	4	0	0	0	0	0	1	0	0	4	65	
6:20 PM	0	30	12	0	0	0	9	2	0	0	0	0	0	0	0	0	2	55	
6:25 PM	0	8	16	0	0	0	11	2	0	0	0	0	0	1	0	0	2	40	
Count Total	0	482	423	0	0	0	447	48	0	0	0	0	0	8	0	0	57	1,465	
Peak Hour	0	209	239	0	0	0	279	27	0	0	0	0	0	1	0	0	18	773	

Traffic Counts - Heavy Vehicles, Bicycles on Road, and Pedestrians/Bicycles on Crosswalk

Interval Start Time	Heavy Vehicles					Interval Start Time	Bicycles on Roadway					Interval Start Time	Pedestrians/Bicycles on Crosswalk				
	EB	NB	WB	SB	Total		EB	NB	WB	SB	Total		EB	NB	WB	SB	Total
4:30 PM	0	0	0	0	0	4:30 PM	0	0	0	0	0	4:30 PM	0	0	0	0	0
4:35 PM	0	0	0	0	0	4:35 PM	0	0	0	0	0	4:35 PM	0	0	0	0	0
4:40 PM	0	0	0	0	0	4:40 PM	1	0	1	0	2	4:40 PM	0	0	0	0	0
4:45 PM	0	0	0	0	0	4:45 PM	0	0	0	0	0	4:45 PM	0	0	0	0	0
4:50 PM	0	0	0	0	0	4:50 PM	0	0	0	0	0	4:50 PM	0	1	0	0	1
4:55 PM	0	0	0	0	0	4:55 PM	0	0	0	0	0	4:55 PM	0	0	0	0	0
5:00 PM	0	0	0	0	0	5:00 PM	0	0	0	0	0	5:00 PM	0	0	0	0	0
5:05 PM	0	0	0	0	0	5:05 PM	0	0	0	0	0	5:05 PM	0	0	0	0	0
5:10 PM	1	0	0	0	1	5:10 PM	0	0	1	0	1	5:10 PM	0	0	0	0	0
5:15 PM	0	0	0	0	0	5:15 PM	0	0	0	0	0	5:15 PM	0	0	0	0	0
5:20 PM	0	0	1	0	1	5:20 PM	0	0	0	0	0	5:20 PM	0	0	0	0	0
5:25 PM	0	0	0	0	0	5:25 PM	0	0	0	0	0	5:25 PM	0	0	0	0	0
5:30 PM	0	0	0	0	0	5:30 PM	0	0	0	0	0	5:30 PM	0	0	0	0	0
5:35 PM	0	0	0	0	0	5:35 PM	0	0	0	0	0	5:35 PM	0	0	0	0	0
5:40 PM	0	0	0	0	0	5:40 PM	0	0	0	0	0	5:40 PM	1	0	1	0	2
5:45 PM	0	0	0	0	0	5:45 PM	0	0	0	0	0	5:45 PM	0	0	0	0	0
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5:55 PM	0	0	0	0	0	5:55 PM	0	0	0	0	0	5:55 PM	0	0	0	0	0
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6:10 PM	0	0	0	0	0	6:10 PM	0	0	0	0	0	6:10 PM	0	0	0	0	0
6:15 PM	1	0	0	0	1	6:15 PM	0	0	0	0	0	6:15 PM	0	0	0	0	0
6:20 PM	0	0	0	0	0	6:20 PM	0	0	0	0	0	6:20 PM	0	0	0	0	0
6:25 PM	1	0	0	0	1	6:25 PM	0	0	0	0	0	6:25 PM	0	0	0	0	0
Count Total	3	0	1	0	4	Count Total	1	0	2	0	3	Count Total	1	1	1	0	3
Peak Hour	1	0	1	0	2	Peak Hour	1	0	2	0	3	Peak Hour	0	1	0	0	1



PROJECT NAME: 5201 State Street
 AKS JOB NUMBER: 8298-01
 ESTIMATED BY: TSN
 DATE: 4/23/2025

COST ESTIMATE SUMMARY

	COST
CONSTRUCTION (HARD) COSTS	
SCHEDULE 1 - FRONTAGE IMPROVEMENTS	\$ 708,139
SCHEDULE 2 - SOFT COSTS	\$ 141,620
CONSTRUCTION (HARD) COSTS - TOTAL	\$ 849,759
	COST

ASSUMPTIONS:

1. Improvement costs are based on the items necessary to construct the frontage improvements based on preliminary layouts by AKS Engineering & Forestry, LLC.

2. This cost estimate includes assumptions and should be considered preliminary and approximate.

3. This estimate does not include:
 - Wet Weather Construction Measures
 - Hard Rock/Boulder Excavation
 - Any Items Not Specifically Listed

4. The volumes and quantities listed here are approximate. Bank cubic yard (BCY) quantities are calculated "in-place".

5. This estimate is in "today's dollars" and does not account for future inflation or increases in costs.

ROM COST ESTIMATE

PROJECT NAME: 5201 State Street

AKS JOB NUMBER: 8298-01

ESTIMATED BY: TSN

DATE: 4/23/2025

ITEM	SCHEDULE 1 - FRONTAGE IMPROVEMENTS	UNIT	UNIT PRICE	QTY	COST
1 - 1	Mobilization, Demobilization, and Cleanup (10%)	LS	LUMP SUM	-	\$ 77,251
1 - 2	6" AC Pavement	SY	\$ 45.00	953	\$ 42,885
1 - 3	18" Crushed Rock - Base Course, Shoulder	SY	\$ 37.00	1,552	\$ 57,424
1 - 4	Remove Existing Culverts	LF	\$ 30.00	100	\$ 3,000
1 - 5	48" Standard Storm Manhole	EA	\$ 7,500	3	\$ 22,500
1 - 6	Storm Pipe (18")	LF	\$ 118	881	\$ 103,958
1 - 7	Ditch Inlet	EA	\$ 1,400	2	\$ 2,800
1 - 8	Import Material and Fill Existing Ditch	LF	\$ 56.00	1,200	\$ 67,200
1 - 9	Grade New Ditch	LF	\$ 36.00	1,200	\$ 43,200
1 - 10	Replace Ditch Irrigation and Landscaping	SF	\$ 1.50	11,700	\$ 17,550
1 - 11	Sign Relocation	EA	\$ 200	4	\$ 800
1 - 12	Remove and Replace Existing Gates	EA	\$ 7,000	2	\$ 14,000
1 - 13	Center Turn Lane Striping	LS	LUMP SUM	-	\$ 3,000
1 - 14	PGE Pole and Overhead Communications Relocation (5 EA)	LS	LUMP SUM	-	\$ 80,000
1 - 15	Traffic Control	LS	LUMP SUM	-	\$ 15,000
1 - 16	Erosion and Sediment Control	LS	LUMP SUM	-	\$ 15,500
1 - 17	Remove and Replace Mailbox	LS	LUMP SUM	-	\$ 2,000
1 - 18	Wedge Grind	SF	\$ 6.00	6,216	\$ 37,296
1 - 19	Gravel Parking Lot Restripe & Relocate logs	LS	LUMP SUM	-	\$ 2,000
1 - 20	Gravel parking lot Cut & Haul off	CY	\$ 53.00	570	\$ 30,210
1 - 21	New Parking Lot Gravel	CY	\$ 65.00	242	\$ 15,730
1 - 22	Gravel Fabric	SF	\$ 1.00	9,835	\$ 9,835
1 - 23	Grade Parking lot and Bank	LS	LUMP SUM	-	\$ 15,000
1 - 24	Gas Monioring by Gas Company	LS	LUMP SUM	-	\$ 30,000

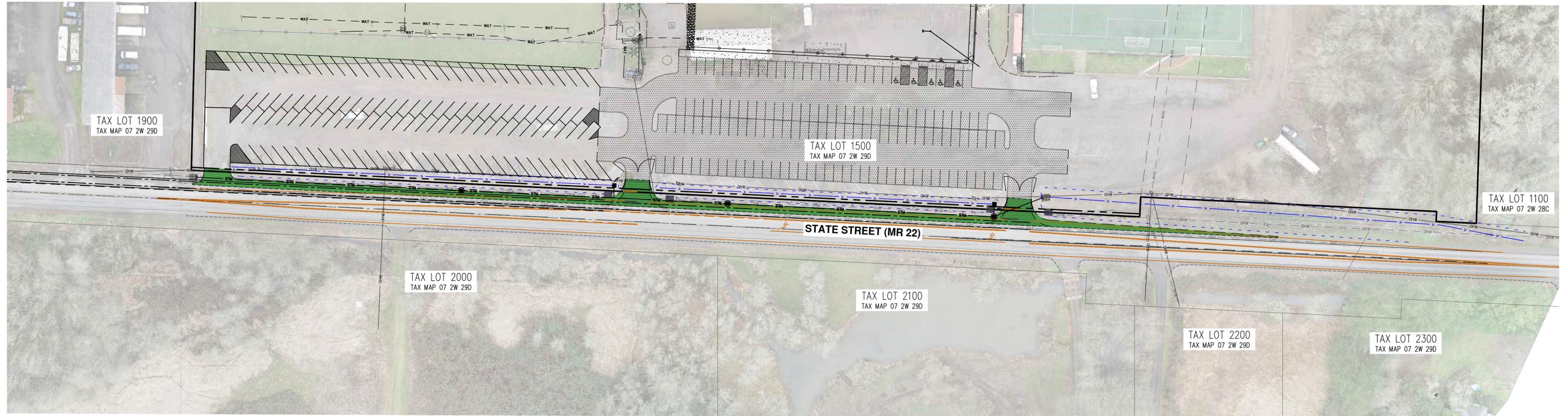
SCHEDULE 1 - FRONTAGE IMPROVEMENTS **\$ 708,139**

ITEM	SCHEDULE 2 - SOFT COSTS	UNIT	UNIT PRICE	QTY	COST
2 - 1	Soft Costs for Engineering and Permitting (20%)	LS	LUMP SUM	-	\$ 141,620

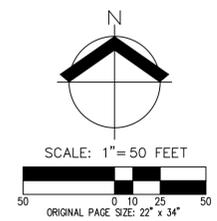
SCHEDULE 2 - SOFT COSTS **\$ 141,620**

BASE ITEMS TOTAL:		COST
SCHEDULE 1 - FRONTAGE IMPROVEMENTS		\$ 708,139
SCHEDULE 2 - SOFT COSTS		\$ 141,620

TOTAL BASE ESTIMATE **\$ 849,759**



LEGEND	
NEW ROAD STRIPING	
EXISTING ROAD STRIPING	
FUTURE ROAD STRIPING	
NEW OR RELOCATED OVERHEAD POWER LINE	
NEW DITCH CENTERLINE	
BACK OF GRADING DITCH	
ASSUMED WHEEL LINES	
NEW OR RELOCATED RIPRAP PAD	
NEW AC	



DATE: 04/25/2025 AKS JOB: 8298-01

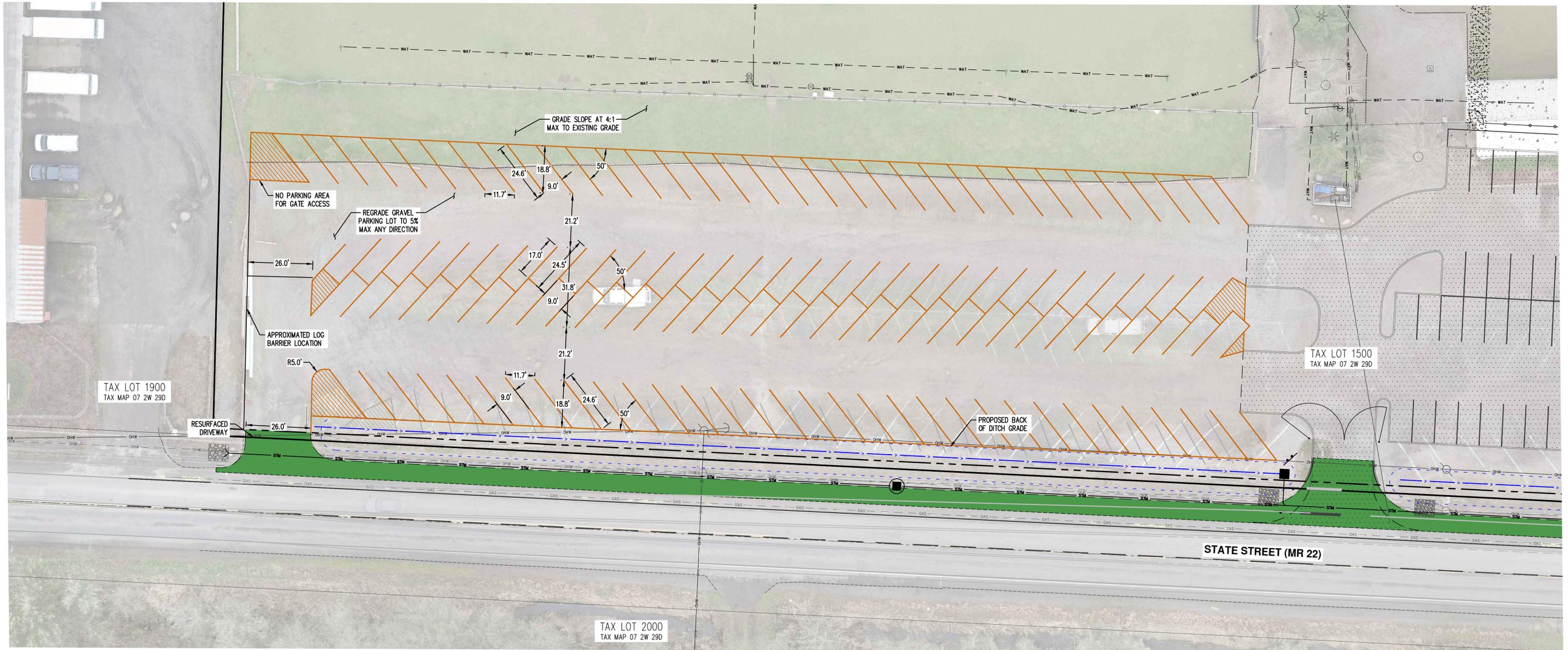
AKS ENGINEERING & FORESTRY, LLC
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LEFT TURN LANE EXHIBIT E 5201 STATE ST - CFC

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PARKING SUMMARY:

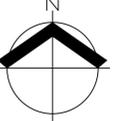
EXISTING PARKING: 124 STALLS (BASED OFF AERIAL IMAGERY 2024)

PROPOSED PARKING COUNT: 124 STALLS

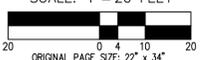
LEGEND

NEW PARKING STRIPING	
EXISTING PARKING STRIPING	
BACK OF GRADING DITCH	
NEW AC	

N



SCALE: 1" = 20 FEET



ORIGINAL PAGE SIZE: 22" x 34"

DATE: 04/25/2025 AKS JOB: 8298-01

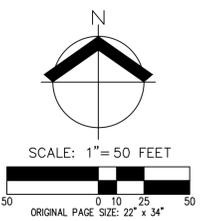
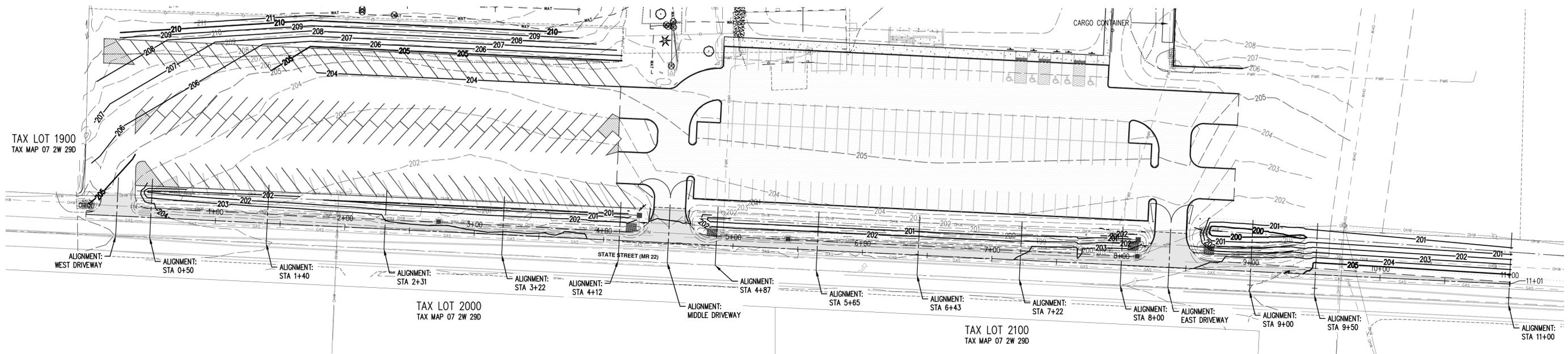
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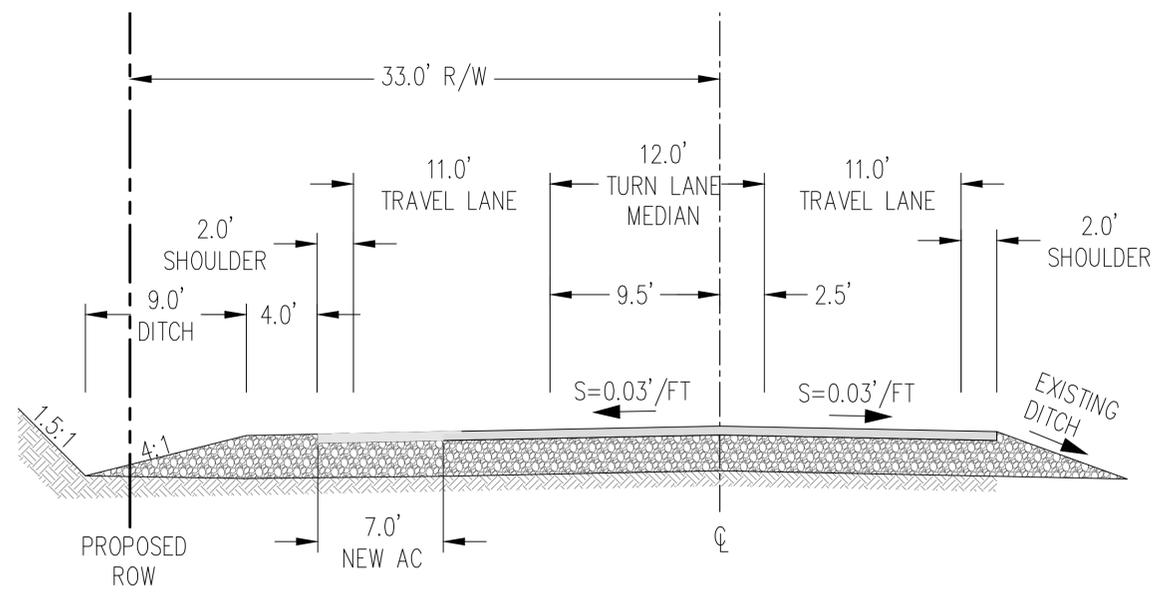
GRAVEL PARKING LOT RESTRIPIING PLAN 5201 STATE ST - CFC

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LEGEND	
EXISTING GROUND CONTOUR (1 FT)	--- 204 ---
EXISTING GROUND CONTOUR (5 FT)	--- 205 ---
FINISHED GRADE CONTOUR (1 FT)	— 204 —
FINISHED GRADE CONTOUR (5 FT)	— 205 —



7' AC ROAD EXTENSION
NOT TO SCALE

DATE: 04/25/2025 AKS JOB: 8298-01

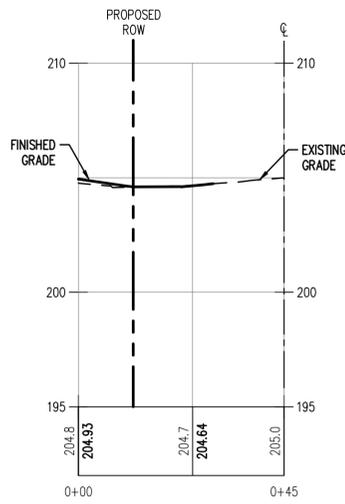
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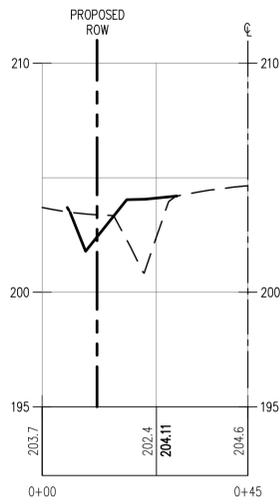
STATE STREET EXTENSION SURFACE EXHIBIT

5201 STATE ST - CFC

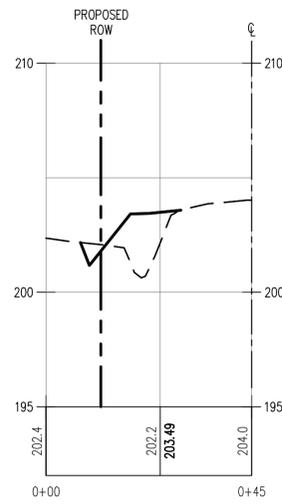
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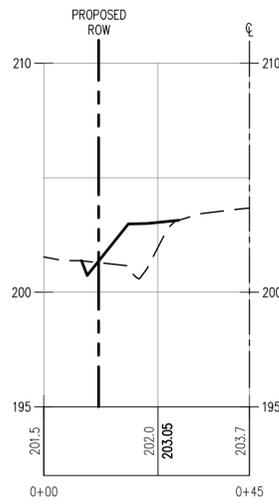
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 Vert. Scale: 1" = 4'



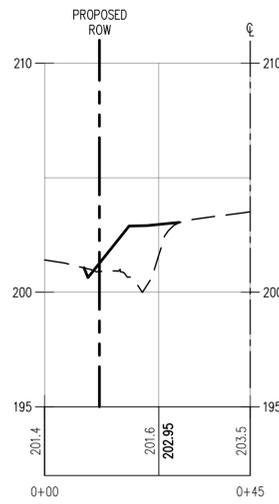
Alignment - STA 0+50
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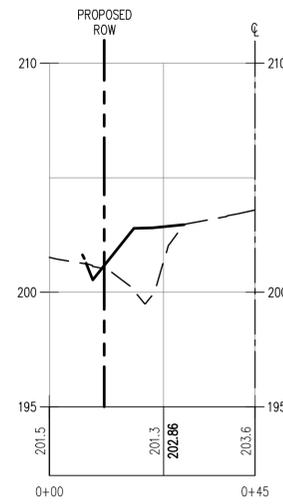
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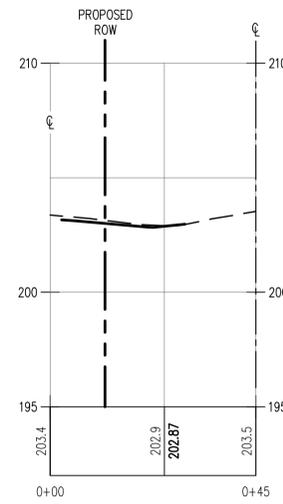
Alignment - STA 2+31
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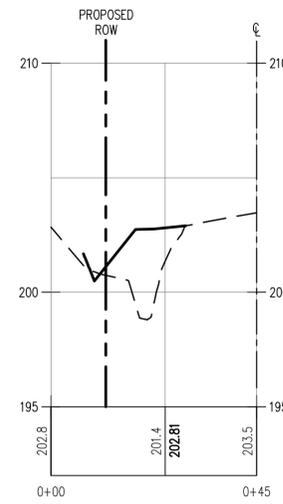
Alignment - STA 3+22
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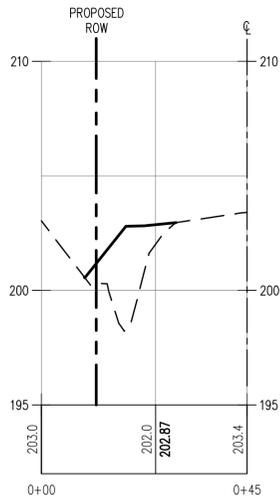
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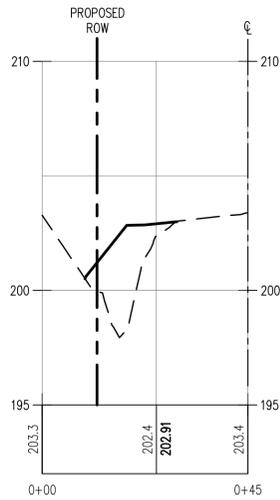
Alignment - MIDDLE DRIVEWAY
 Hor. Scale: 1" = 20'
 Vert. Scale: 1" = 4'



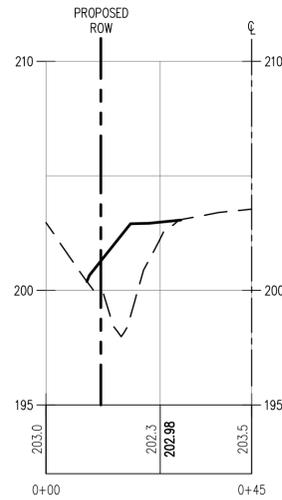
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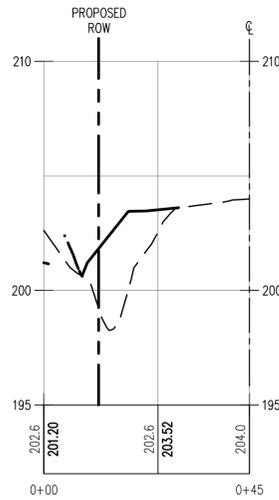
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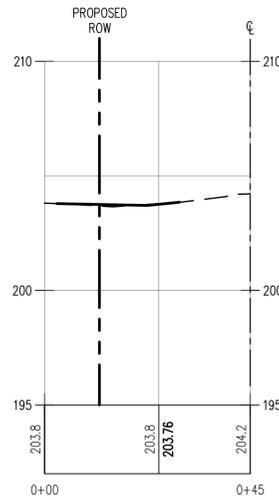
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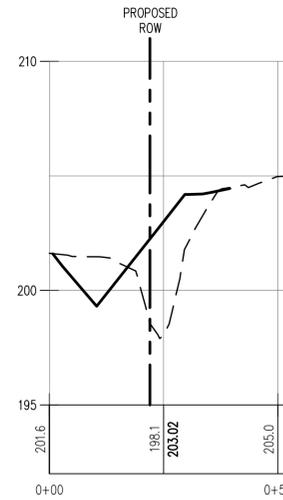
Alignment - STA 7+22
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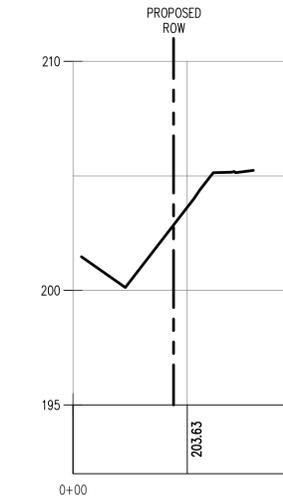
Alignment - STA 8+00
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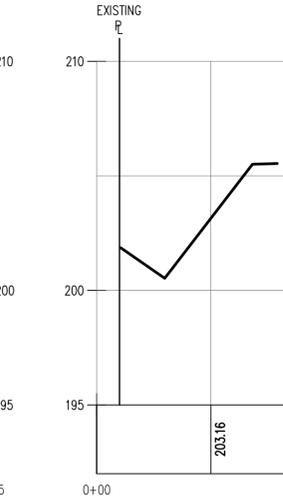
Alignment - EAST DRIVEWAY
 Hor. Scale: 1" = 20'
 Vert. Scale: 1" = 4'



Alignment - STA 9+00
 Hor. Scale: 1" = 20'
 Vert. Scale: 1" = 4'



Alignment - STA 9+50
 Hor. Scale: 1" = 20'
 Vert. Scale: 1" = 4'



Alignment - STA 11+00
 Hor. Scale: 1" = 20'
 Vert. Scale: 1" = 4'

DATE: 04/25/2025 AKS JOB: 8298-01

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STATE STREET EXTENSION CROSS SECTIONS

5201 STATE ST - CFC

SALEM, OREGON

Exhibit B- Emergent Economic Opportunity Program (EEOP) Report



Grantee Name:		Date:		Fiscal Year:	
Contact Person:		Title:			
Contact Email:		Contact Phone:			
Report Completed By:		Signature:			
Project Name:					
Project Timeline:					
Will EEOP Funds be Expended by the end of this agreement?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
Provide Details of Work Completed with EEOP Funds:	<p>The project must meet the requirements of ORS 461.540</p>				
How does/did Project align with Marion County's Economic Development Strategic Plan (check all that apply)	<input type="checkbox"/>	Enhance Community Partnerships	<input type="checkbox"/>	Destination Development Support	
	<input type="checkbox"/>	Business & Entrepreneurial Support	<input type="checkbox"/>	Infrastructure Investment	
	<input type="checkbox"/>	City /Town Activity Centers			
Budget Summary Document Attached? (see instructions)					
Were EEOP Funds Leveraged for Additional Funding? (if so, please list amount)					
Project Picture/s	Please attach at least 1 picture of the completed project or work to date.				
As part of any communications and/or outreach regarding EEOP related project/s, state project/s are supported by Marion County Economic Development.					

Emergent Economic Opportunity Program (EEOP) End of Year Report Instructions

Grantees receiving funds through the Emergent Economic Opportunity Program (EEOP) will be required to complete an End of Year Report as outlined below.

1. End of Year Report: The Grantee shall complete an End of Year Report providing as much detail as possible and submit the completed report to Marion County Economic Development Staff no later than 30 days following agreement term. Instructions on the sections to be completed are as follows:
 - a. Project Name: Provide information on the specific project where EEOP funds are expended.
 - b. Project Timeline: Provide an update as to where the project is currently at based on timeline provided on the EEOP Invoice document.
 - c. Will EEOP funds be expended by the end of this agreement: Provide a yes or no answer as to whether the funds will be expended by agreement term.
 - d. Provide Details of Work Completed with EEOP Funds: Provide a detailed synopsis of work completed on the current project.
 - e. How does/did Project align with Marion County's Economic Development Strategic Plan (check all that apply): Select how project aligns with at least one of Marion County's Economic Development Strategic Plan.
 - f. Budget Summary Document: Provide a document detailing the exact amount of EEOP funds expended towards the current project to date. This document can be in the form of a revenue/expense fund report, General Ledger (GL), or similar accounting data which provides a record of revenue and expenditure for EEOP funds exclusively.
 - g. Were EEOP Funds Leveraged for Additional Funding: Provide information if EEOP funds enabled the Grantee to leverage any additional outside funding and if so, please list amount.
 - h. Project picture/s: Provide at least 1 picture of completed project, or work to date.
 2. ORS 461.540 requirements:
 - a. Creating jobs,
 - b. Furthering economic development by...
 - i. Providing services or financial assistance to for-profit or non-profit businesses,
 - ii. Providing services or financial assistance for facilities, physical environments or development projects that benefit the Marion County economy.
 - c. Financing public education.
-

Marion County Community Services

COMPANY NAME: Capital Fútbol Club

PROJECT: Traffic Mitigation Plan: State Street Turn Lane

Insert additional rows as needed.

PROJECT EXPENSES		
	Grant Funds	Total
Marion County Community Services CS-6650-25	\$ 749,999.00	\$ 749,999.00
		\$ -
		\$ -
Total	\$ 749,999.00	\$ 749,999.00

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

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