



OREGON

*"Delivering Excellence Everyday"*

## MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, October 29, 2025  
Board Session 9:00 a.m.

Senator Hearing Room  
555 Court Street NE, Salem

### PUBLIC COMMENT

#### CONSENT

##### BOARD OF COMMISSIONERS

##### Board Committee Appointment – Mental Health Advisory Committee

**1.** Approve an order to appoint Sharma Owens to the Marion County Mental Health Advisory Committee (MHAC) with a term ending June 30, 2029.

##### Board Committee Appointments – Materials Management Advisory Committee

**2.** Approve orders appointing Ken Hector as the Urban Citizens of Marion County Representative and Michele Tesdal as the Rural Citizens of Marion County Representative, to the Marion County Materials Management Advisory Council (MMAC) with terms ending October 29, 2029.

##### BUSINESS SERVICES

**3.** Approve the Public Improvement Agreement with Cedar Mill Construction Company, LLC in the amount of \$774,500 to provide construction services to bring the Marion County Jail D-Pod Exercise Space into alignment with accreditation requirements through June 30, 2026.

##### FINANCE

**4.** Approve a Special Procurement to extend a current contract with Can/Am Technologies through November 1, 2026, for support of the Teller Point-of-Sale (POS) System.

##### HEALTH AND HUMAN SERVICES

**5.** Approve Amendment #2 to the Purchase Order (PO) with Redwood Toxicology Laboratory to add \$300,000 for a new PO total of \$900,000, and extend the term date to February 15, 2027, for drug testing services.

## HUMAN RESOURCES

**6.** Approve Amendment #1 to the Service Agreement with Absorb Software North America, LLC, to add \$57,160.47 for a new agreement total of \$110,581.47 and extend the term date to November 30, 2026, for licensing, maintenance, and support for the Enterprise Learning Management System.

**7.** Approve the Broker Services Agreement with Brown & Brown Insurance Services, Inc. in the amount of \$114,228 to conduct a comprehensive review and evaluation of employee benefit programs effective January 1, 2026, through December 31, 2026.

## INFORMATION TECHNOLOGY

**8.** Approve a Purchase Order with CVE Technologies in the amount of \$205,757.43 to replace equipment that is at end-of-life as part of Marion County's Lifecycle Equipment Replacement Plan (LERP) through October 31, 2026.

**9.** Approve a Purchase Order with CVE Technologies in the amount of \$165,060.43 for network hardware and software maintenance and subscription renewals.

## LEGAL COUNSEL

**10.** Approve an order to adopt revised Marion County Administrative Policy #212, and Procedure #212-A, County Litigation Defense.

## PUBLIC WORKS

**11.** Approve an order for the vacation of two strips of public right-of-way located in the subdivision plat of Lone Fir Addition and the property deeded to Marion County in Reel 401, page 319, as described in Exhibit A and depicted in Exhibit B.

**12.** Approve an order to remove a 15-ton vehicle weight restriction on a portion of county road Rees Hill Road S.E. between Devon Avenue SE westerly to the intersection of Liberty Street SE.

**13.** Approve Amendment #1 to the Construction Contract with North Santiam Paving Company to add \$161,000 for a new contract total of \$825,310 for additional mobilization and general excavation for the North Fork Road Slide Repair at Milepost 3.0 project.

**14.** Approve the Anchor Easement with Portland General Electric Company (PGE) for a nonexclusive, perpetual easement and right-of-way for real property as described in Exhibit "A" and Exhibit "B", and depicted in Exhibit "C" to move of an existing pole to a new location for the Mill Creek Bridge Replacement Project.

15. Approve the Contract for Services with Prostar Security, LLC in the amount of \$125,000 to provide year-round security services for the daily opening and closing of gates at multiple Marion County Parks to reduce after-hours vandalism and the misuse of park resources through October 31, 2028.

## **ACTION**

### PUBLIC WORKS

16. Consider an appeal of the Hearings Officer’s decision approving Partition/Variance (P/V) Case #25-013/Francisco Villalobos. –Austin Barnes

### JUVENILE DEPARTMENT

17. Consider approval of the incoming funds Intergovernmental Agreement with the Oregon Youth Authority in the not-to-exceed amount of \$1,994,551 to support Juvenile Crime Prevention (JCP), basic and diversion services retroactive to July 1, 2025, through June 30, 2027. –Troy Gregg

## **PUBLIC HEARINGS** **Starting no earlier than 9:30 a.m.**

### PUBLIC WORKS

A. Public hearing to consider Zone Change (ZC) Case #25-002/Creative Electric, LLC. –John Speckman

### FINANCE

B. Public hearing to consider adopting the Fiscal Year 2025-26 First Supplemental Budget. –Daniel Adatto

*Recess as Board of Commissioners.  
Convene as Contract Review Board.*

## **CONTRACT REVIEW BOARD** **ACTION**

### JUVENILE DEPARTMENT

1. Consider approval of an order granting an exemption from the Marion County Public Contracting Rules to reinstate an expired Intergovernmental Agreement (IGA) between Marion County and the Oregon Department of Education as referenced in “Exhibit A”. –Troy Gregg and Toby Giddings

*Adjourn as Contract Review Board.  
Reconvene as Board of Commissioners*

## ACTION

### Juvenile Department

**18.** Consider approval of Amendment #4 to the incoming funds Grant Agreement with the Oregon Department of Education (ODE) to add Juvenile Crime Prevention (JCP) grant funding in the amount of \$477,277 for a new agreement total of \$1,406,322 to support programs that reduce crimes in communities retroactive to July 1, 2025, through June 30, 2027. –Troy Gregg

### FINANCE

**19.** Consider approval of a resolution to adopt the Fiscal Year 2025-26 First Supplemental Budget. **(TO BE ACTED ON FOLLOWING THE PUBLIC HEARING)** –Daniel Adatto

Members of the public may submit written testimony by email to [PublicHearings@co.marion.or.us](mailto: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](mailto: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](http://www.co.marion.or.us)



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

29

Meeting date: October 22, 2025 9:00am

Department: Health & Human Services

Title: Mental Health Advisory Committee Appointment

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

Time Required: 5 Contact: Samantha Andress Phone: x4903

Requested Action: Appoint Sharma Owens to the Mental Health Advisory Committee (MHAC) for a 4 year term ending June 30, 2029.

Issue, Description & Background: The MHAC is a group of knowledgeable and unique individuals who provide advocacy and leadership for the county by advising and making recommendations to the HHS Administrator and the Board of Commissioners.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Application, proposed roster, board order

Presenter: Phil Blea

Department Head Signature: Katrina Griffith Digitally signed by Katrina Griffith Date: 2025.10.02 08:51:05 -07'00'



# Advisory Board Application

Applicant's Name: **Sharma Owens**  
Adv. Board: **Mental Health Advisory Committee**  
City of Residence: **Salem**  
Occupation: **Social Worker, Salem Keizer School District**  
Application Rcd: **September 08, 2025**

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## **The reason I am applying:**

The reason I am applying for the Marion County Mental Health Advisory Committee is because I am deeply committed to improving access to mental health services and supports in our community. As a School Social Worker and Clinical Social Work Associate working toward my LCSW, I see firsthand the challenges that individuals and families face when navigating systems of care. I want to bring both my professional expertise and my lived investment as a community member to help shape policies, expand resources, and strengthen collaboration across Marion County. My goal is to ensure that individuals of all ages and backgrounds have the support they need to thrive.

## **More about my personal and professional interests:**

My interest in applying is rooted in both my professional work and my personal commitment to community well-being. As a School Social Worker and Clinical Social Work Associate, I have seen the impact that accessible, effective mental health services can have on students, families, and neighborhoods. I am particularly interested in helping bridge the gaps between schools, community resources, and mental health providers so that individuals don't fall through the cracks. Personally, I care deeply about strengthening support networks in Marion County and ensuring that all voices, especially those from under-resourced and rural communities, are heard and represented in decision-making.

## **Tell us more about your community involvement:**

Since 2018, I have served as a board member of the East Salem Suburban Neighborhood Association and have been the active chair for nearly two years. In this role, I have helped plan and hold the annual National Night Out event for the past four years, fostering community connection and engagement. I have also organized and hosted several neighborhood events, including community clothing exchanges, movie nights, and resource fairs, all designed to bring people together and provide meaningful support to families. These experiences have strengthened my commitment to building a connected, inclusive, and resourceful community.



# Advisory Board Application

## Previous board service at Marion County:

N/A

## Qualifications and Skills:

I have an MSW and am a CSWA working towards my LCSW.

## More about yourself and why you are applying:

I have lived in Marion County my entire life—50 years—and my roots here run deep, with my parents, brothers, children, and many other family members and friends also calling this community home. I am an active resident of East Salem, where I have served on the East Salem Suburban Neighborhood Association board since 2018 and as chair for the past two years. Professionally, I work as a School Social Worker in the Salem-Keizer School District and as a Clinical Social Work Associate in a private practice where I am working toward my LCSW. These roles have given me extensive experience in supporting mental health needs, connecting families with resources, and fostering collaboration between schools, homes, and community organizations. I am applying for this appointment because I believe my lifelong connection to Marion County, combined with my professional expertise and community involvement, positions me to make a meaningful contribution in ensuring our residents feel supported, connected, and empowered.

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## Signature

### Agreement Statement:

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

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

I Agree \*

Marion County  
Mental Health Advisory Committee (MHAC)  
Roster 2025

	<b>Member</b>	<b>Occupation</b>	<b>City</b>	<b>Joined</b>	<b>Term Expires</b>
<b>1</b>	<b>Dr. Leon Harrington</b>	Child & Adolescent Psychiatrist	Mill City	2021	12/31/2025
<b>2</b>	<b>Earlene Camarillo</b>	Assistant Professor, Western University	Salem	2021	12/31/2025
<b>3</b>	<b>Michael Mann</b>	Executive Director Salem for All	Aumsville	2021	6/30/2029
<b>4</b>	<b>Jackie Follis</b>	CADC, QMHP-R	Salem	2023	12/31/2027
<b>5</b>	<b>Christina McCollum</b>	Behavioral Health Regional Strategist, PacificSource Community Solutions	Salem	2024	06/30/2028
<b>6</b>	<b>Dean Howes</b>	Beverage Director, Savoury Brands	Aumsville	2025	12/31/2028
<b>7</b>	<b>Teresa Joslin</b>	N/A- Retired	Salem	2025	12/31/2028
<b>8</b>	<b>Karla Hunter</b>	Jackman Wealth Management LLC	Salem	2025	12/31/2028
<b>9</b>	<b>Maria Torres</b>	N/A	Salem	2025	12/31/2028
<b>10</b>	<b>Sharma Owens</b>	Social Worker, Salem Keizer School District	Salem	2025	6/30/2029

BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON

In the Matter of appointing )  
Sharma Owens to the Mental )  
Health Advisory Committee )

ORDER No. \_\_\_\_\_

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, October 29<sup>th</sup>, 2025, to appoint a new member to the Marion County Mental Health Advisory Committee;

WHEREAS, the Board of Commissioners has established the Mental Health Advisory Committee; and

WHEREAS, the Mental Health Advisory Committee serves as the structured advisory group to the Local Mental Health Authority, and serves the public interest by supporting the effective development and operation of the Marion County Health & Human Services (MCHHS) Community Mental Health Program (CMHP); and

WHEREAS, there is a vacant position on the Mental Health Advisory Committee; and

WHEREAS, to the Board of Commissioners that Sharma Owens is qualified and willing to serve as a member of the Mental Health Advisory Committee for a four- year term; now, therefore,

IT IS HEREBY ORDERED that Sharma Owens is appointed to the Marion County Mental Health Advisory Committee for a term ending June 30, 2029.

DATED this 29<sup>th</sup> day of October, 2025

MARION COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 10/29/2025

Department: Public Works

Title: Consider Appointments to the Materials Management Advisory Council (MMAC)

Management Update/Work Session Date: 10/14/2025 Audio/Visual aids

Time Required: 10 min. Contact: Cory Swartwout Phone: 503-566-4160

Requested Action: Appoint Ken Hector to represent Marion County Urban Citizens and Michele Tesdal to represent Marion County Rural Citizens on the Materials Management Advisory Council.

Issue, Description & Background: The Marion County Board of Commissioners formed the MMAC (Formerly SWMAC) on February 1, 1989. Council membership consists of 16 voting members and four non-voting members, each serving a four-year term. The MMAC is a public body which, under its bylaws, makes recommendations to the Marion County Board of Commissioners. County policy and the MMAC by-laws require that the Marion County Board of Commissioners make membership appointments.  
  
Ken Hector is a Silverton resident and seeks to represent Marion County urban citizens.  
  
Michele Tesdal is a Detroit resident and seeks to represent Marion County rural citizens.

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Board Orders, MMAC Roster, Applications

Presenter: Cory Swartwout

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2025.10.14 19:22:41 -07'00'



# Advisory Board Application

Applicant's Name: **Ken Hector**  
Adv. Board: **Materials Management Adv. Council**  
City of Residence: **Silverton**  
Occupation: **Retired**  
Application Rcd: **September 2, 2025**

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## **The reason I am applying:**

I have been a resident of Marion County for over 50 years, the last 45 in Silverton. As my resume, reflects I have a long history of interest in our community, as well as community service. I believe I have the skills and leadership qualities that would enable me to be a contributing member of the Advisory Council. I have also been encouraged by several community members to apply.

## **More about my personal and professional interests:**

As a 28 year member of the Silverton City Council, including 16 years as Mayor, have a deep understanding of the impact that service providers, solid waste, internet, cable, etc. have on our communities, and highly support citizen input/oversight of their services.

## **Tell us more about your community involvement:**

### Professional History:

2013 – 2016: Legislative Advisor and campaign staff for Rep. Vic Gilliam

2007 – 2013: Director, Government Affairs - Silverton Health

1978 – 2007: Risk Management – Administration of workers' compensation and Property/casualty insurance programs in both the public and private sectors

1973 – 1978: Small business owner

### Educational Background:

University of Portland – Bachelor of Arts, Psychology

St. Monica High School, Santa Monica, CA Graduate

### Government Experience:

2013 – Present: Chemeketa Community College Board of Education

1985 – 2008 & 2013 – 2016: Silverton City Council, including 16 years as Mayor



# Advisory Board Application

2010 – 2014: Willamette Education Service District Board of Directors

## Previous Volunteer Service:

Marion County Public Safety Coordinating Council

Marion County Sheriff Office Citizen Advisory Committee

American Red Cross Willamette Chapter Board

## **Previous board service at Marion County:**

Marion County Public Safety Coordinating Council; Marion County Sheriff Office Citizen Advisory Committee

## **Qualifications and Skills:**

I would bring strong communication skills, both oral and written, along with the ability to address complex issues, including budgets and data analysis.

## **More about yourself and why you are applying:**

I believe interest in community service is well documented in my resume.

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## Signature

Agreement Statement:

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

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

I Agree \*



# Advisory Board Application

Applicant's Name: **Michele Tesdal**  
Adv. Board: **Materials Management Adv. Council**  
City of Residence: **Detroit**  
Occupation: **Retired/Detroit City Council**  
Application Rcd: **October 2, 2025**

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## **The reason I am applying:**

I got asked to apply due to my position as a councilor in a rural area within Marion County and my experience and BS degree in Natural Resources and conservation.

## **More about my personal and professional interests:**

With my career experience and city council position, I have the potential to be a good addition to the Materials management Advisory council.

## **Tell us more about your community involvement:**

I am a city councilor, was voted in in the 2020 election to serve starting Jan 2021. I am on my second term now. I am also the Parks Commissioner and have secured 3 different grants towards the betterment and rebuilding of the city. One grant was for the rebuilding of our water treatment operation and was for \$150K. The next was a grant to hire an 11 month employee to help write a master park plan and grant. The most recent was an Oregon Parks and Recreation grant for just over \$800K to help rebuild our city park. I will be working with the city engineer and city attorney to get bids and commence construction.

## **Previous board service at Marion County:**

I have been on the Marion Soil and Water District grant committee to rank farm and ranch cost share applications. I am also on the Detroit City Council.

## **Qualifications and Skills:**

I have a BS in Range and Natural Resources Management (2001). I worked with farmers and ranchers in these counties: Wheeler, Gilliam, Lane, Benton, Linn, and Marion. I did site visits to determine how to help these land owners conserve and improve soil and water quality. I understand the governmental requirements and the private landowners struggles. My knowledge base for doing this type of work is an equal mix of: soils (erosion/quality/excessive nutrients), water quality/quality, farm animals (CAFOs), forestry, riparian areas (replanting, shading), and wildlife areas. I think I am well-rounded in my natural resource knowledge.



# Advisory Board Application

## More about yourself and why you are applying:

I am probably well qualified and think I can help improve and potentially add value to this committee.

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## Signature

Agreement Statement:

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

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

I Agree \*

BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON

In the matter of the appointment of )  
Ken Hector to the Materials ) Department of Public Works  
Management Advisory Council )

O R D E R #: \_\_\_\_\_

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting of October 29, 2025, to appoint Ken Hector to the Marion County Materials Management Advisory Council with a term beginning October 29, 2025, and ending on October 29, 2029.

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

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

IT IS HEREBY ORDERED that the Board appoint Ken Hector, representing the Urban Citizens of Marion County, to the Marion County Materials Management Advisory Council.

This appointment shall be for a term beginning October 29, 2025, and ending on October 29, 2029. The appointed members are to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this 29th day of October, 2025.

MARION COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON

In the matter of the appointment of )  
Michele Tesdal to the Materials ) Department of Public Works  
Management Advisory Council )

O R D E R #: \_\_\_\_\_

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting of October 29, 2025, to appoint Michele Tesdal to the Marion County Materials Management Advisory Council with a term beginning October 29, 2025, and ending on October 29, 2029.

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

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

IT IS HEREBY ORDERED that the Board appoint Michele Tesdal, representing the Rural Citizens of Marion County, to the Marion County Materials Management Advisory Council.

This appointment shall be for a term beginning October 29, 2025, and ending on October 29, 2029. The appointed members are to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this 29th day of October, 2025.

MARION COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**MARION COUNTY**  
**MATERIALS MANAGEMENT ADVISORY COUNCIL**  
**Roster**

Council Member	Position	Term End Date
<b>Kevin Cameron</b>	Marion County – Elected Official	12/31/2025
<b>Daniel Kohler</b>	City of Keizer – Elected Official	07/31/2029
<b>Jenny Ammon</b>	City of Keizer – Staff	07/31/2029
<b>Linda Nishioka</b>	City of Salem – Elected Official	07/31/2029
<b>Ryan Zink</b>	City of Salem – Staff	07/31/2029
<b>Frank Lonergan</b>	City of Woodburn – Elected Official	07/31/2029
<b>Jim Row</b>	City of Woodburn – Staff	07/31/2029
<b>Walter Wick</b>	City of Aumsville – Elected Official	07/31/2029
<b>Marie Traeger</b>	City of Silverton – Elected Official	08/31/2029
<b>Jordan Ohrt</b>	City of Stayton – Elected Official	07/31/2029
<b>Brian Asher</b>	City of Aurora – Elected Official	07/31/2029
<b>Walter Perry</b>	City of Jefferson – Elected Official	07/31/2029
<i>Vacant</i>	Marion County Citizen – Urban	
<i>Vacant</i>	Marion County Citizen – Rural	
<b>Treva Gambs</b>	Food Service/Grocery Industry	07/31/2029
<b>Duane West</b>	Home Builders Association	07/31/2029
<b>Shane Kuenzi</b>	Materials Management Industry	07/31/2029
<b>Julie Jackson</b>	Recycling Industry	07/31/2029
<i>Vacant</i>	Community Organization	

County Contacts			
Name	Title	Phone	Email
<b>Brian May</b>	ES Division Manager	(503) 365-3147	<a href="mailto:BMay@co.marion.or.us">BMay@co.marion.or.us</a>
<b>Cory Swartwout</b>	ES Program Supervisor	(503) 566-4160	<a href="mailto:CSwartwout@co.marion.or.us">CSwartwout@co.marion.or.us</a>
<b>Kevin Cameron</b>	Marion County Commissioner	(503) 588-5212	<a href="mailto:KCameron@co.marion.or.us">KCameron@co.marion.or.us</a>
<b>Danielle Bethell</b>	Marion County Commissioner	(503) 588-5212	<a href="mailto:DBethell@co.marion.or.us">DBethell@co.marion.or.us</a>
<b>Colm Willis</b>	Marion County Commissioner	(503) 588-5212	<a href="mailto:CWillis@co.marion.or.us">CWillis@co.marion.or.us</a>



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/29/25

Department: Business Services

Title: Jail D-Pod Exercise Space New Partitions

Management Update/Work Session Date: September 2, 2025 Audio/Visual aids [ ]

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

Requested Action: Consider approval of the Public Improvement with Cedar Mill Construction Company, LLC for the construction of the Marion County Jail D-Pod, located at 4000 Aumsville Hwy SE, Salem, OR 97317

Issue, Description & Background: The project will bring the Marion County Jail D-Pod Exercise yard into alignment with accreditation requirements. Improvements will separate the existing Day Room #D4 into multiple day rooms, and divide the existing Delta recreation yard into two recreation yards.

Financial Impacts: Total cost \$774,500.00 CIP #24-023

Impacts to Department & External Agencies: No other impacts to departments outside of the Marion County Jail, project coordination to be managed by Business Services.

List of attachments: Public Improvement Contract & Attachment 1-Plans

Presenter: Tamra Goettsch

Department Head Signature: [Signature: Tamra Goettsch] E4D545951879444...

# Contract Review Sheet

Public Improvement Agreements

**BS-6801-25**

Title: Jail D-Pod Exercise Space New Partitions

Contractor's Name: Cedar Mill Construction

Department: Business Services Department

Contact: Vanessa Keck

Analyst: Chalyce MacDonald

Phone #: (503) 566-3910

Term - Date From: Execution

Expires: June 30, 2026

Original Contract Amount: \$ 774,500.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 774,500.00

Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid

ITB# BS1699-25

Description of Services or Grant Award

Construction to bring the Marion County Jail D-Pod exercise space into compliance.

Desired BOC Session Date: 10/29/2025

Contract should be in DocuSign by: 8/27/2025

Agenda Planning Date: 9/4/2025

Printed packets due in Finance: 9/2/2025

Management Update: 9/2/2025

BOC upload / Board Session email: 9/3/2025

BOC Session Presenter(s) Tamra Goettsch

Code: Y

**REQUIRED APPROVALS**

DocuSigned by:  
  
 A3538E7AEC704F4  
 8/21/2025  
 Finance - Contracts Date

DocuSigned by:  
  
 5E8DBDD1952441E  
 8/26/2025  
 Contract Specialist Date

Signed by:  
  
 60C98A6E708240B  
 8/26/2025  
 Legal Counsel Date

DocuSigned by:  
  
 DC16351248DE4EC  
 8/26/2025  
 Chief Administrative Officer Date

**MARION COUNTY PUBLIC IMPROVEMENT AGREEMENT**  
**for**  
**Jail D-Pod Exercise Space New Partitions**

This Agreement for the Jail D-Pod Exercise Space New Partitions (the "Agreement"), made by and between Marion County, a political subdivision of the state of Oregon, on behalf of Business Services Department, hereinafter called OWNER, and Cedar Mill Construction Company, LLC hereinafter called the CONTRACTOR (collectively the "Parties"), is effective on the date this Agreement has been signed by all the Parties and all required Marion County governmental approvals have been obtained. Unless otherwise defined in the Invitation to Bid or in this Agreement, the capitalized terms used herein are defined in Section A.1 of the Marion County General Conditions for Public Improvement Contracts.

**WITNESSETH:**

**1. Contract Price, Contract Documents and Work.**

The CONTRACTOR, in consideration of the sum of \$774,500.00 (the "Contract Price"), to be paid to the CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Invitation to Bid, this Public Improvement Agreement and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents.

The Contract Price includes the following items: CONTRACTOR shall be responsible for furnishing all labor, materials, tools, and equipment necessary to complete the Work as described in Attachment 1.

If specified below, OWNER'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 Project activities are currently employed by an agency or department of the federal government. If applicable, CONTRACTOR shall comply with [Appendix II to Title 2, Part 200](#) of the Code of Federal Regulations.

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

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

**2. Representatives.**

Unless otherwise specified in the Contract Documents, the OWNER designates Tamra Goetsch as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to performance, payment, authorization, and to carry out the responsibilities of the OWNER. CONTRACTOR has named Tyler Anderson its Authorized Representative to act on its behalf.

County delegates to the individual listed below the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes: Wesley Miller

**3. Contract Dates.**

PROJECT START DATE: September 24, 2025  
SUBSTANTIAL COMPLETION: May 31, 2026  
FINAL COMPLETION: June 30, 2026

**4. Liquidated Damages. RESERVED/Not Applicable**

**5. Integration**

The contract documents constitute the entire agreement between the parties. no waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. there are no other understandings, agreements, or representations, oral or written, not specified herein regarding this contract. contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.

**6. Authority to Execute**

Contractor covenants, represents, and warrants to Owner that the person(s) executing this Contract on behalf of the Contractor have the actual authority to bind the Contractor to the terms of the Agreement.

In witness whereof, Marion County, a political subdivision of the state of Oregon, on behalf of Board of Commissioners, executes this Agreement and the CONTRACTOR does execute the same as of the day and year of this Agreement first above written.

In witness whereof, Marion County, a political subdivision of the state of Oregon, on behalf of Business Services Department, executes this Agreement and the CONTRACTOR does execute the same as of the day and year of this Agreement first above written.

**7. CONTRACTOR DATA:**

CONTRACTOR NAME: Cedar Mill Construction Company, LLC  
CONTRACTOR ADDRESS: 19465 SW 89th Avenue 19465 SW 89th Avenue  
CONTRACTOR ADDRESS: Tualatin, Oregon 97062  
CONTRACTOR'S CCB # & Expiration Date: 131345 Expires 2/12/2027

CONTRACTOR'S SIGNATURE: \_\_\_\_\_  
Date

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature:	<p>Signed by: <i>Tamra Goettsch</i> E4D545951879444</p> <hr/>	8/21/2025
	Department Director or designee	Date
Authorized Signature:	<p>DocuSigned by: <i>Jan Fritz</i> DC16351248DE4EC</p> <hr/>	8/26/2025
	Chief Administrative Officer	Date
Reviewed by Signature:	<p>Signed by: <i>Scott Morris</i> 60C98A6F708240B</p> <hr/>	8/26/2025
	Marion County Legal Counsel	Date
Reviewed by Signature:	<p>DocuSigned by: <i>[Signature]</i> A3538E7AEC704F4</p> <hr/>	8/21/2025
	Marion County Contracts & Procurement	Date

**MARION COUNTY  
GENERAL CONDITIONS FOR  
PUBLIC IMPROVEMENT CONTRACTS**

**September 1, 2014 Edition, Revised February 14, 2022**

Changes to the General Conditions (including any additions, deletions, or substitutions) should only be made by Supplemental General Conditions, unless the General Conditions are specifically modified in the Public Improvement Agreement (which has a higher order of precedence under Section A.3 of the General Conditions). The text of these General Conditions should not otherwise be altered.

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**MARION COUNTY  
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS  
("General Conditions")**

**SECTION A      GENERAL PROVISIONS**

**A.1    DEFINITION OF TERMS**

In the Contract Documents the following terms shall be as defined below:

ARCHITECT/ENGINEER means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities of the Owner's Authorized Representative to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

CHANGE ORDER means a written order issued by the Owner's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.1 including Owner's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

CLAIM means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these General Conditions.

CONTRACT means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS means the Solicitation Document and addenda thereto, the Marion County Public Improvement Agreement Form, General Conditions, Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, amendments, and Change Orders.

CONTRACT PERIOD as set forth in the Contract Documents, means the total period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

CONTRACT TIME means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.

CONTRACTOR means the Person awarded the Contract for the Work contemplated.

DAYS are calendar days, including weekdays, weekends, and holidays, unless otherwise specified.

DIRECT COSTS means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater); bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

FINAL COMPLETION means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

FORCE MAJEURE means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

NOTICE TO PROCEED means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

OFFER means a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.

OFFEROR means a bidder in connection with an invitation to bid and a proposer in connection with a request for proposals.

OVERHEAD means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of Contractor's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER means Marion County acting by and through the governmental entity identified in the Solicitation Document.

OWNER'S AUTHORIZED REPRESENTATIVE means those individuals identified in writing by the Owner to act on behalf of the Owner for this project. Owner may elect, by written notice to Contractor, to delegate certain duties of the Owner's Authorized Representative to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON means an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

PLANS means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PUNCHLIST means the list of Work yet to be completed or deficiencies which need to be corrected to achieve Final Completion of the Contract.

RECORD DOCUMENT means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer, and distributor/supplier warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these General Conditions, recording all Services performed.

SOLICITATION DOCUMENT means an invitation to bid or request for proposal or request for quotes.

SPECIFICATION means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service, or construction item. Specifications may include a description of any requirement for inspecting, testing, or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION means the date when the Owner accepts in writing the construction, alteration, or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.4.2.

SUBSTITUTIONS means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

WORK means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

## **A.2 SCOPE OF WORK**

The Work contemplated under this Contract includes all labor, materials, transportation, equipment, and services for, and incidental to, the completion of all construction work in connection with the project

described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

### **A.3 INTERPRETATION OF CONTRACT DOCUMENTS**

- A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:
- A.3.1.1 Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
  - A.3.1.2 The Supplemental General Conditions;
  - A.3.1.3 The Marion County Public Improvement Agreement Form;
  - A.3.1.4 The General Conditions
  - A.3.1.5 The Plans and Specifications
  - A.3.1.6 The Solicitation Document and any addenda thereto;
  - A.3.1.7 The accepted Offer.
- A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.
- A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or Owner's Authorized Representative. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the Owner's Authorized Representative, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner's Authorized Representative (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner's Authorized Representative (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative (or Architect/Engineer).
- A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

#### **A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE**

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor resulting from the Contractor's failure to acquire full information in advance regarding all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules, and regulations.
- A.4.4 If the Contractor believes that additional cost or Contract Time is involved because of clarifications or instructions issued by the Owner's Authorized Representative (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner's Authorized Representative denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

#### **A.5 INDEPENDENT CONTRACTOR STATUS**

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee, or agent of the Owner.

#### **A.6 RETIREMENT SYSTEM STATUS AND TAXES**

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation, or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

## **A.7 GOVERNMENT EMPLOYMENT STATUS**

- A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.
- A.7.2 Contractor represents and warrants that Contractor is not an employee of the Marion County for purposes of performing Work under this Contract.

## **SECTION B ADMINISTRATION OF THE CONTRACT**

### **B.1 OWNER'S ADMINISTRATION OF THE CONTRACT**

- B.1.1 The Owner's Authorized Representative will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner's Authorized Representative will act on behalf of the Owner to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The Owner's Authorized Representative will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner's Authorized Representative will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Authorized Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work.
- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Authorized Representative or designee about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner's Authorized Representative.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner's Authorized Representative, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

### **B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS**

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the

Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures.

- B.2.2 The Contractor is responsible to protect and maintain the Work during construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.
- B.2.4 Contractor agrees that it will commence performance of the Work in a timely manner and will achieve the Contract Times in the Contract Documents.

### **B.3 MATERIALS AND WORKMANSHIP**

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner's Authorized Representative and include the cost of the Samples in the Contract Price.

### **B.4 PERMITS**

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The

Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, Marion County, and its departments, divisions, members, and employees.

## **B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS**

- B.5.1 Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.
- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations; and
- B.5.2.1 Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.
- B.5.2.2 Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.
- B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.
- B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

**B.6 SUPERINTENDENCE**

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

**B.7 INSPECTION**

- B.7.1 Owner's Authorized Representative shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. The Owner's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Owner's Authorized Representative may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor, and promptly delivered to the Owner's Authorized Representative.
- B.7.4 As required by the Contract Documents, Work done, or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's Authorized Representative's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.
- B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or near third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a

party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

**B.8 SEVERABILITY**

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

**B.9 ACCESS TO RECORDS**

B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner's Authorized Representative access thereto.

B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access to, for a period not less than ten (10) years, all Record Documents, financial and accounting records, and other books, documents, papers, and records of Contractor which are pertinent to the Contract including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts, and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

**B.10 WAIVER**

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

**B.11 SUBCONTRACTS AND ASSIGNMENT**

B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written

approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

**B.12 SUCCESSORS IN INTEREST**

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

**B.13 OWNER'S RIGHT TO DO WORK**

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

**B.14 OTHER CONTRACTS**

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

**B.15 GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

**B.16 LITIGATION**

Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the Marion County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. **CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.**

**B.17 ALLOWANCES**

B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

B.17.2 Unless otherwise provided in the Contract Documents:

- B.17.2.1 when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- B.17.2.2 Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- B.17.2.3 whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect
  - (a) the difference between actual costs and the allowances under Section B.17.2.1 and
  - (b) changes in Contractor's costs under Section B.17.2.2.
- B.17.2.4 Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

## **B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:
  - B.18.1.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier, or distributor to illustrate some portion of the Work.
  - B.18.1.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
  - B.18.1.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- B.18.2 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which

the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

- B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.
- B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar by the Architect/Engineer's review or approval thereof.
- B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

## **B.19 SUBSTITUTIONS**

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner's Authorized Representative and only if price or time change must be made through a Change Order, all other substitutions may be communicated through email. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

**B.20 USE OF PLANS AND SPECIFICATIONS**

Plans, Specifications, and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

**B.21 FUNDS AVAILABLE AND AUTHORIZED**

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that in the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding the cost of this contract, the CONTRACTOR agrees to abide by any such decision, including termination of this agreement.

**B.22 NO THIRD-PARTY BENEFICIARIES**

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.

**SECTION C WAGES AND LABOR**

**C.1 MINIMUM WAGE RATES ON PUBLIC WORKS**

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

**C.2 PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS**

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement and that to the Contractor's or Subcontractor's best knowledge and belief the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a

worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements, and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

**C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS**

- C.3.1 Pursuant to ORS 279C.505 and as a condition to Owner’s performance hereunder, the Contractor shall:
  - C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
  - C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
  - C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
  - C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - C.3.1.5 Demonstrate that an employee drug testing program is in place as follows:
    - (a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:
      - (1) A written employee drug testing policy,

- (2) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- (3) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a “Qualifying Employee Drug Testing Program.” For the purposes of this section, an employee is a “Subject Employee” only if that employee will be working on the project job site.

- (b) Contractor shall require each Subcontractor providing labor for the project to:
  - (1) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor’s Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or
  - (2) Require that the Subcontractor’s Subject Employees participate in the Contractor’s Qualifying Employee Drug Testing Program for the duration of the subcontract.

C.3.2 Pursuant to ORS 279C.515, and as a condition to Owner's performance hereunder, Contractor agrees:

C.3.2.1 If Contractor fails, neglects or refuses to pay promptly a person’s claim for labor or services that the person provides to the Contractor or a Subcontractor in connection with the project as such claim becomes due, the proper officer that represents the Owner may pay the amount of the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Paying a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.

C.3.2.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public contract for a public improvement within thirty (30) Days after receiving payment from Owner or a contractor, the contractor or first-tier Subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-Day period within which payment is due under ORS 279C.580(4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

C.3.2.3 If the Contractor or a Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this Contract must contain a similar clause.

C.3.3 Pursuant to ORS 279C.580, Contractor shall include in each subcontract for property or services the Contractor enters into with a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- C.3.3.1 A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within ten (10) Days out of amounts the Owner pays to the Contractor under the Contract;
- C.3.3.2 A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor;
- C.3.3.3 A clause that requires the Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:
  - (a) Notifies the Subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and
  - (b) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
- C.3.3.4 An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within thirty (30) Days after receiving payment from Owner, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under Section C.3.3.1 of this subsection. Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and is computed at the rate specified in ORS 279C.515(2).
- C.3.3.5 A clause which requires each of Contractor's Subcontractors to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of paragraphs C.3.3.1 through C.3.3.4 above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.
- C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the Marion County shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

#### **C.4 PAYMENT FOR MEDICAL CARE**

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

## **C.5 HOURS OF LABOR**

As a condition to Owner's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference:

Pursuant to ORS 279C.520 and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- C.5.1 For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- C.5.2 For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- C.5.3 For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.

## **SECTION D CHANGES IN THE WORK**

### **D.1 CHANGES IN WORK**

- D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Owner's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.
- D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner's Authorized Representative may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:
  - D.1.2.1 Modification of specifications and design.
  - D.1.2.2 Increases or decreases in quantities.
  - D.1.2.3 Increases or decreases to the amount of Work.
  - D.1.2.4 Addition or elimination of any Work item.

- D.1.2.5 Change in the duration of the project.
- D.1.2.6 Acceleration or delay in performance of Work.
- D.1.2.7 Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible, as determined by Owner. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of B.13 (Owner’s Right to Do Work) shall then apply.

Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

- D.1.3 The Owner and Contractor agree that Change Order Work shall be administered and compensated according to the following:
  - D.1.3.1 Unit pricing may be utilized at the Owner’s option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.
  - D.1.3.2 If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for Change Order Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. The mark-ups set forth in D.1.3.3 shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
  - D.1.3.3 In the event that unit pricing and fixed pricing are not utilized, then Change Order Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor’s or Subcontractor’s own forces:

- On Labor..... 15%
- On Equipment..... 10%
- On Materials..... 10%

When Change Order Work under D.1.3.3 is invoiced by an authorized Subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a 5% supplemental mark-up on each piece of subcontract Work covered by such Change Order.

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor,

including Subcontractors, for Change Order Work. Owner may establish a maximum cost for Change Order Work under this Section D.1.3.3, which shall not be exceeded for reimbursement without additional written authorization from Owner. Contractor shall not be required to complete such Change Order Work without additional authorization.

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner's Authorized Representative authorizes Contractor to start the Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) day time limit, Contractor's requests pertaining to that Change Order are barred. The thirty (30) day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.
- D.1.5 If any Change Order Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of, any other part of the Work under this Contract, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of the Change Order by Contractor.

The thirty (30) day time limit applies to claims of Subcontractors, suppliers, or manufacturers that may be affected by the Change Order and that request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the compensation and additional Contract Time requested. The Contractor will analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for additional compensation or Contract Time that Contractor submits to the Owner's Authorized Representative. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner's Authorized Representative within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner's Authorized Representative and the Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this Contract. The consideration of such requests and claims under this section does not give any person, not a party to the Contract the right to bring a claim against the Marion County, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner's Authorized Representative denies the Contractor's request for additional compensation or an extension of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- D.1.6 No request or Claim by the Contractor for additional costs or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Contractor agrees to submit its final payment application within ninety (90) days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.
- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

## **D.2 DELAYS**

- D.2.1 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.
- D.2.1.1 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:
- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
  - (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time.
  - (c) Do not impact activities on the accepted critical path schedule.
  - (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.
- D.2.1.2 Unavoidable Delays include delays other than Avoidable Delays that are:
- (a) Caused by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
  - (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be

inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner's Authorized Representative immediately of differing site conditions before the area has been disturbed, but not more than fourteen (14) days after the condition has been encountered. The Owner's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the Owner's Authorized Representative disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:
  - (1) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
  - (2) daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

- D.2.2 Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.
- D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:
  - D.2.3.1 Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
  - D.2.3.2 Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2 (c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay.

If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2., then unless otherwise prohibited by law, Contractor's Claim shall be barred.

### **D.3 CLAIMS REVIEW PROCESS**

- D.3.1 All Contractor Claims shall be referred to the Owner's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Owner's Authorized Representative within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner's Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.
- D.3.3 The Owner's Authorized Representative will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part

and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

- D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner, through its Chief Administrative Officer (CAO), shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its requests for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision.
- D.3.6 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- D.3.7 The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

- D.3.8 The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to maintain the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality to the extent allowed by law. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

- D.3.9 Owner may at any time and at its discretion issue a construction change directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any additional compensation or additional Contract Time related to the change, subject to the procedures for submitting requests or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner's Authorized Representative, Contractor shall proceed with the Work while any request or Claim is pending, including but not limited to, a request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or construction change directive. Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

## **SECTION E PAYMENTS**

### **E.1 SCHEDULE OF VALUES**

The Contractor shall submit, at least ten (10) Days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Owner's Authorized Representative.

### **E.2 APPLICATIONS FOR PAYMENT**

- E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence thirty (30) Days after the receipt of invoice ("application for payment") from the Contractor or fifteen (15) Days after the payment is approved by the Owner's Authorized Representative, whichever is the earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after receipt of the application for payment from the Contract or fifteen (15) Days after the payment is approved by the Owner, whichever is the earlier date, but the rate of interest shall not exceed thirty (30) percent. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for payment that is correct and proper. Owner makes this election; the Contractor will be required to arrange to receive EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: \_\_\_\_\_”

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

E.2.3.1 The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.

E.2.3.2 The Contractor shall submit applications for payment showing the quantity and cost of the material stored.

E.2.3.3 The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.

E.2.3.4 The Contractor shall name the Owner as co- insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.

E.2.3.5 Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be borne solely by the Contractor.

E.2.3.6 Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.

E.2.3.7 Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.

E.2.3.8 All required documentation must be submitted with the respective application for payment.

- E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:
  - E.2.4.1 Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
  - E.2.4.2 third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
  - E.2.4.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Owner and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
  - E.2.4.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
  - E.2.4.5 damage to the Owner or another contractor;
  - E.2.4.6 reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - E.2.4.7 failure to carry out the Work in accordance with the Contract Documents; or
  - E.2.4.8 assessment of liquidated damages when withholding is made for offset purposes.
- E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - E.2.5.1 Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in application for payment until the Contract Price has been adjusted by Change Order;
  - E.2.5.2 Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
  - E.2.5.3 Subtract the aggregate of previous payments made by the Owner; and
  - E.2.5.4 Subtract any amounts for which the Owner's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.

- E.2.6 Contractor's applications for payment may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.
- E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- E.2.8 If Contractor disputes any determination by Owner's Authorized Representative regarding any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

**E.3 PAYROLL CERTIFICATION REQUIREMENT**

Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

**E.4 DUAL PAYMENT SOURCES**

Contractor shall not be compensated for Work performed under this Contract from any state agency other than the agency that is a party to this Contract.

**E.5 RETAINAGE**

E.5.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

- E.5.1.1 Owner reserves the right in its sole discretion to not withhold retainage from progress payments or to begin withholding retainage at any time. If Owner withholds retainage from progress payments the amount to be retained will not exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.
- E.5.1.2 If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage described in options (a) or (b) below, the Owner will deposit that retainage in an interest-bearing account, established through the Owner, in a bank, savings bank, trust company or savings association for the benefit of Owner, with interest from such account accruing to the Contractor as required by ORS 279C.560. In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, unless the Owner finds in writing that accepting bonds, securities or other instruments described in option (a) below or a security bond described in option (b)

below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible the bonds, securities and other instruments must be of a character approved by the Chief Administrative Officer, including but not limited to:
  - (1) Bills, certificates, notes or bonds of the United States.
  - (2) Other obligations of the United States or agencies of the United States.
  - (3) Obligations of a corporation wholly owned by the federal government.
  - (4) Indebtedness of the Federal National Mortgage Association.
  - (5) General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
  - (6) Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008; or
- (b) that the Contractor be allowed, with the approval of the Owner, to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to 279C.570 and 279C.600 to ORS 279C.625.

Where the Owner has accepted the Contractor's election of option (a) or (b) above, Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request to deposit a surety bond under option (b), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainage.

- (c) For a contract over \$500,000, if the Contractor requests that the Owner deposit the retainage in an interest-bearing escrow account under ORS 279C.570(2), the Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization.

- (d) For a contract of \$500,000 or less, the Owner shall deposit the retainage in an interest-bearing account under ORS 279C.560(5). The Owner will use an interest-bearing account in a bank, savings bank, trust company or savings association as provided under ORS 279C.560(5).

E.5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment due Contractor, interest to commence thirty (30) Days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within fifteen (15) Days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) Days after the end of the 15-Day period.

E.5.1.4 In accordance with the provisions of ORS 279C.560, if the Owner accepts bonds, securities or other instruments deposited as provided in paragraph (a) of subsection E.5.1.2, the Owner shall reduce the moneys held as retainage in an amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570.

E.5.1.5 Contractor agrees that if Contractor elects to reserve retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and the Contractor shall comply with all applicable legal requirements.

E.5.1.6 The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

E.5.2 As provided in subsections C.2.2 and C.2.3, additional withholding in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by section C.2.1.

## **E.6 FINAL PAYMENT**

E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the Work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that payrolls, bills for materials and equipment, and other

indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

## **SECTION F      JOB SITE CONDITIONS**

### **F.1      USE OF PREMISES**

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

### **F.2      PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC**

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall immediately and in writing, report to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with Section D.

**F.3 CUTTING AND PATCHING**

- F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

**F.4 CLEANING UP**

From time to time as may be ordered by the Owner the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

**F.5 ENVIRONMENTAL CONTAMINATION**

- F.5.1 Contractor will be held responsible for and shall indemnify, defend (with counsel of Owner's choice) and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages

required under Section G.3 of these General Conditions, and Contractor shall take no action that would void or impair such coverages

- F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.
- F.5.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:
  - (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
  - (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
  - (c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.
- F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR 340-142-0050 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:
  - F.5.2.1 Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
  - F.5.2.2 Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
  - F.5.2.3 Exact time and location of release, including a description of the area involved.
  - F.5.2.4 Containment procedures initiated.
  - F.5.2.5 Summary of communications about the release Contractor has had with members of the press or State officials other than Owner.
  - F.5.2.6 Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
  - F.5.2.7 Personnel injuries, if any, resulting from, or aggravated by, the release.

**F.6 ENVIRONMENTAL CLEAN-UP**

- F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force.
- F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

**F.7 FORCE MAJEURE**

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The Owner may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

**SECTION G INDEMNITY, BONDING, AND INSURANCE****G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY**

- G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.
- G.1.2 Contractor agrees to indemnify, defend (with counsel approved by Owners), reimburse and hold harmless Owners, their partners, owners, board members, officers, employees, agents and volunteers (the "Indemnified Parties") for, from and against any and all threatened, alleged or actual all claims, suits, allegations, damages, liabilities, costs, expenses, losses and judgments, including, but not limited to, those which relate to personal or real property damage (including to the Project itself or otherwise), personal injury or death, attorney and expert/consultant fees and costs, and both economic and non-economic losses, to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other act or omission of Contractor, its employees, Agents and Subcontractors, or anyone for whose acts Contractor is responsible (the Indemnitor). If claims are asserted against any of the Indemnified Parties by an employee of the Indemnitor, the Contractor's indemnification obligation and other obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to the employee by or for the Indemnitor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND**

- G.2.1 When the Contract Price is \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects) the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than the above thresholds, if required by the Contract Documents.
- G.2.2 Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.
- G.2.3 Before execution of the Contract Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

## **G.3 INSURANCE**

- G.3.1 **Primary Coverage:** Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory with any other insurance and self- insurance, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverages indicated are minimums unless otherwise specified in the Contract Documents.
- G.3.2 **Workers' Compensation:** All employers, including Contractor, that employ subject workers who work under this contract 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. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.
- G.3.3 **Builder's Risk Insurance:**
- G.3.3.1 **Builder's Risk:** During the term of this Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.
- G.3.3.2 **Builder's Risk Installation Floater:** For other than new construction the Contractor shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the

Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

#### G.3.4 Liability Insurance:

G.3.4.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace) and shall be issued on an occurrence basis. Contractor shall provide proof of insurance of not less than combined single limit, or the equivalent, of not less than:  \$200,000;  \$500,000;  \$1,000,000;  \$2,000,000 each occurrence for Bodily Injury and Property Damage. The policy, or an endorsement or amendment to the policy, must provide that the County and its agents, board members, officers, employees, and volunteers are "additional insureds", but only with respect to the Contractor's Services to be provided under this Contract.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than the amounts  Minimum amounts required by the Oregon Financial Responsibility Law (ORS 806.060 and 806.070);  \$200,000;  \$500,000; or  \$1,000,000 per occurrence, for Bodily Injury and Property Damage, including coverage for all owned, hired, or non-owned vehicles, as applicable. The policy, or an endorsement or amendment to the policy, must provide that the County and its board members, officers, agents, employees, and volunteers are "additional insureds", but only with respect to the Consultant's Services to be provided under this Contract.

G.3.4.3 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period available in the marketplace if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the final acceptance of Work or services and related warranty (if any).

- G.3.5 Excess/Umbrella Insurance: A combination of primary and excess/umbrella insurance is acceptable to meet the minimum coverage requirements for Commercial General Liability and Automobile Liability Insurance. In such case, the insurance certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is “The Excess/Umbrella policy is excess over primary Commercial General Liability and primary Automobile Liability Insurance.”
- G.3.6 Additional Insured: The liability insurance coverage, except Professional Liability if included, required for performance of this Contract shall include the Marion County, its departments, divisions, officers, and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name the Marion County, its departments, divisions, officers and employees as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Marion County, its departments, divisions, officers and employees as Named Insureds with not less than a \$1,500,000.00 limit per occurrence. This policy must be kept in effect for 12 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

- G.3.7 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self- insurance included hereunder. Any deductible, self- insured retention and/or self-insurance in excess of \$50,000 shall be approved by the Owner in writing prior execution of the Contract and is subject to Owner's approval. The Contractor shall immediately notify the Owner's Authorized Representative in writing of any change in insurance coverage.

## **SECTION H SCHEDULE OF WORK**

### **H.1 CONTRACT PERIOD**

- H.1.1 Time is of the essence on this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2.6 and shall be subject to the Change Order process of Section D.1.

H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

## **H.2 SCHEDULE**

Contractor shall provide, by or before the pre- construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. Schedules with activities of less than one day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or allocated Contract Time. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a request for additional compensation for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

## **H.3 PARTIAL OCCUPANCY OR USE**

The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

# **SECTION I CORRECTION OF WORK**

## **I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT**

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (punch list) work, unless otherwise agreed. At the end of that period, or earlier if requested by the Contractor, Owner

shall arrange for inspection of the Work by the Architect/Engineer. Should the Work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the Contractor. If Contractor fails to complete the punch list work within the above time period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) days after demand without affecting Contractor's obligations.

## **I.2 WARRANTY WORK**

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent.
- I.2.2 The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.
- I.2.3 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.4 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.
- I.2.5 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.6 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.7 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

## **SECTION J      SUSPENSION AND/OR TERMINATION OF THE WORK**

### **J.1    OWNER'S RIGHT TO SUSPEND THE WORK**

J.1.1    The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to the following causes:

J.1.1.1    Failure of the Contractor to correct unsafe conditions;

J.1.1.2    Failure of the Contractor to carry out any provision of the Contract;

J.1.1.3    Failure of the Contractor to carry out orders;

J.1.1.4    Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;

J.1.1.5    Time required to investigate differing site conditions;

J.1.1.6    Any reason considered to be in the public interest.

J.1.2    The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

### **J.2    CONTRACTOR'S RESPONSIBILITIES**

J.2.1    During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2    When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.

### **J.3    COMPENSATION FOR SUSPENSION**

Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

### **J.4    OWNER'S RIGHT TO TERMINATE CONTRACT**

J.4.1    The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

- J.4.1.1 If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in- possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
  - J.4.1.2 If Contractor should make a general assignment for the benefit of Contractor's creditors;
  - J.4.1.3 If a receiver should be appointed on account of Contractor's insolvency;
  - J.4.1.4 If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
  - J.4.1.5 If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
  - J.4.1.6 If Contractor is otherwise in material breach of any part of the Contract.
- J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

## **J.5 TERMINATION FOR CONVENIENCE**

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.
- J.5.2 The Owner will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

## **J.6 ACTION UPON TERMINATION**

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

## **SECTION K      CONTRACT CLOSE OUT**

### **K.1    RECORD DOCUMENTS**

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to Owner's Authorized Representative, one hard copy set and one electronic set of Record Documents of the entire project. Record Documents shall depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

### **K.2    OPERATION AND MAINTENANCE MANUALS**

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") and one (1) digital copy for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets and one (1) digital copy of O & M Manuals to the Owner's Authorized Representative.

### **K.3    AFFIDAVIT/RELEASE OF LIENS AND CLAIMS**

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to Owner, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

### **K.4    COMPLETION NOTICES**

- K.4.1 Contractor shall provide Owner's Authorized Representative notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punchlist accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.
- K.4.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The

Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

**K.5 TRAINING**

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least four weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

**K.6 EXTRA MATERIALS**

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

**K.7 ENVIRONMENTAL CLEAN-UP**

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above.

**K.8 CERTIFICATE OF OCCUPANCY**

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

**K.9 OTHER CONTRACTOR RESPONSIBILITIES**

The Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

**K.10 SURVIVAL**

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract

**SECTION L LEGAL RELATIONS & RESPONSIBILITIES**

**L.1 LAWS TO BE OBSERVED**

In compliance with ORS 279C.525, Sections L.2 through L.4 contain lists of federal, state, and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to

environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

**L.2 FEDERAL AGENCIES**

Agriculture, Department of  
Forest Service  
Soil Conservation Service  
Coast Guard  
Defense, Department of  
Army Corps of Engineers  
Energy, Department of  
Federal Energy Regulatory Commission  
Environmental Protection Agency  
Health and Human Services  
Department of Housing and Urban Development  
Department of Solar Energy and Energy Conservation Bank  
Interior, Department of  
Bureau of Land Management  
Bureau of Indian Affairs  
Bureau of Mines  
Bureau of Reclamation  
Geological Survey  
Minerals Management Service  
U.S. Fish and Wildlife Service  
Labor, Department of  
Mine Safety and Health Administration  
Occupation Safety and Health Administration  
Transportation, Department of  
Federal Highway Administration  
Water Resources Council

**L.3 STATE AGENCIES**

Administrative Services, Department of  
Agriculture, Department of  
Soil and Water Conservation Commission  
Columbia River Gorge Commission  
Energy, Department of  
Environmental Quality, Department of  
Fish and Wildlife, Department of  
Forestry, Department of  
Geology and Mineral Industries, Department of  
Human Resources, Department of  
Consumer and Business Services, Department of  
Land Conservation and Development Commission  
Parks and Recreation, Department of  
State Lands, Division of  
Water Resources Department of

**L.4 LOCAL AGENCIES**

City Councils

County Courts

County Commissioner, Board of

Design Commissions

Historical Preservation Commission

Planning Commissions



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: <sup>29</sup> October 22, 2025

Department: Finance

Title: Special Procurement to Extend Teller Point-of-Sale System

Management Update/Work Session Date: October 14, 2025 Audio/Visual aids

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

Requested Action: Approval of Special Procurement to extend current contract with Can/Am Technologies, Inc. for the support of our Teller Point-of-Sale (POS) System.

Issue, Description & Background: Can/Am Technologies was selected for a POS system via Request for Proposals in 2016. In 2021, a Special Procurement was approved (up to \$100,000) to renew services through 2025. Approval to add time and funding would allow the ERP team to implement a replacement and match term lengths of related contracts on or about November 1, 2026.

Financial Impacts: The current contract would be increased to about \$130,000 (currently \$96,000).

Impacts to Department & External Agencies: No financial impact to departments outside of Finance.

List of attachments: Special Procurement Request, First Public Notice

Presenter: Jeff White

Department Head Signature: [Handwritten Signature]



# CONTRACT-SPECIFIC SPECIAL PROCUREMENT

**FI1736-25**

**for**

## **Support of Teller Point-of-Sale System**

Marion County is conducting a Special Procurement pursuant to ORS 279B.085 and MCPCR 20-0285.

### **1. BACKGROUND**

Marion County established a contract with Can/Am Technologies for an Enterprise Point-of-Sale System via a Request for Proposals in 2016. In 2021, a Special Procurement was approved to renew support services for the integrated system, and a new contract was issued through September 2025, since extended through December 31, 2025. As the County completes an Enterprise Resource Planning (ERP) project through November 2026, additional time and funding is necessary to maintain current services with Can/Am and establish a sufficient replacement.

### **2. CONTRACTING PROCEDURE**

If the Special Procurement is approved, the current contract with Can/Am will be extended up to, but not limited to, November 2026 to mirror the ERP timeline. When a replacement contract has been sourced and executed, the current contract for Teller services will be closed.

### **3. GOODS OR SERVICES**

Ongoing maintenance and support of the Teller Enterprise Point-of-Sale Software, which Marion County currently has a license agreement for.

### **4. REQUIREMENTS**

Pursuant to MCPCR 20-0285 The county may award a contract as a special procurement pursuant to the requirements of ORS 279B.085. The Board may approve a special procurement if the procurement:

#### **A. ORS 279B.085(4)(a)**

Is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and

**B. ORS 279B.085(4)(b)(A)**

Is reasonably expected to result in substantial cost savings to the contracting agency or to the public; or

**C. ORS 279B.085(4)(b)(B)**

Otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.

**5. DETERMINATION AND FINDINGS**

**A. ORS 279B.085(4)(a)**

This special procurement is intended to bridge a software integration gap short-term, to keep current systems up and running while a separate sourcing method for a replacement is executed.

**B. ORS 279B.085(4)(b)(B)**

County ERP project staff are striving to be efficient stewards of public funds throughout this process. Due to the integration timelines, a bridge contract is only expected to be necessary for one year. The cost of an additional year to the current contract would be less than twenty percent of a first-year implementation of a new system.

**6. LENGTH OF TIME**

The length of time/duration for this special procurement is anticipated to be one year, or until a sufficient replacement has been established.

**7. RESULTS OF INITIAL POSTING**

No responses were received.

**8. REVIEW AND APPROVAL**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date



# NOTICE OF REQUEST for APPROVAL of a SPECIAL PROCUREMENT

**FI1736-25**

for

## **Support of Teller Point of Sale System**

Release Date: September 30, 2025

Comments / Questions / Protest Due: **October 7, 2025 at 3:00 PM PST**

### **1. NOTICE**

The County will be requesting its Board of Commissioners approve a special procurement.

Prior to the request being presented to the Board, pursuant to MCPCR 20-0285, a notice must be advertised providing the public an opportunity to protest the request.

### **2. DOCUMENTS**

Electronic copies of this notice and all related documents can be obtained from the Marion County Procurement Collaboration Portal at the following URL:

<https://contracts-marioncountygcc.msapproxy.net/gateway/>

### **3. REQUEST**

Please review the document titled “FI1736-25 – Special Procurement”. This document includes all of the elements required to satisfy ORS 279B.085 and MCPCR 20-0285, Special Procurement.

### **4. COMMENT, QUESTION, AND PROTEST OPPORTUNITY**

MCPCR 20-0285(4) states that an affected person may protest the approval of or request for approval of a special procurement in accordance with ORS 279B.400 and section 20-0700.

If you wish to provide comment, questions, or a protest to the request for approval of a Special Procurement, it must be done so through the Marion County Procurement Collaboration Portal at the URL listed above, by the time and date listed above.

### **5. RESPONSE INSTRUCTIONS**

A. Log Into the Procurement Collaboration Portal

- i Go to the Marion County Procurement Collaboration Portal which can be found at:  
<https://contracts-marioncountygcc.msapproxy.net/gateway/>
- ii Sign In or Create an Account
- iii Creating an account MUST be completed 15-30 minutes before files will be able to be submitted through the portal.

B. Solicitations Tab

- i At the top of the page, hover over Solicitations
- ii Select Search All Solicitations
- iii Click View next to the applicable solicitation

C. Opportunity Details

- i **Viewing Documents** – Scroll down the page to the Files, Documents, Images section, Public Files: subsection. Here you will find all of the relevant files.
- ii **Submitting a Question** – If you would like to submit a question, scroll down the page to the Questions & Answers section. Type your question in the My Questions/Answers text box and click the Ask Question box.
- iii **Register as Respondent** - If you are interested in responding to the posting, click the button Register as Respondent on the left side of the screen.
- iv **Submitting Documents** – If you would like to submit a response to this posting, scroll down the page to the Files, Documents, Images section, My Files: subsection. Here you will Select a file, select a File Category, and type a description before clicking the Save File button.
- v **Response Status** – Once you have registered as a respondent and submitted documents, scroll to the bottom of the page to the Response Status section and select the appropriate status for your submission, then click Submit.

6. **DISCLAIMER**

This notice is issued to support the Special Procurement; it does not constitute a solicitation on its own. There will not be an evaluation or scoring of the material submitted. No information received in response to this notice will be returned. Responses to this notice are not an offer and cannot be accepted by the County to form a binding contract. Respondents will not necessarily be notified the result of this notice, or future solicitation opportunities.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/29/25

Department: Health & Human Services

Title: Redwood Toxicology Laboratories, Inc.

Management Update/Work Session Date: 10/14/25 Audio/Visual aids [ ]

Time Required: 10 min Contact: Kristina Ballow Phone: 503-588-5409

Requested Action: Seeking Approval of Amendment 2 to the Cooperative Agreement with Redwood Toxicology.

Issue, Description & Background: Marion County Health & Human Services is requesting Purchase Order approval for drug testing services with Redwood Toxicology Laboratory, Inc. This purchase is placed against the Sourcewell Cooperative Agreement #011222-RTL, which expires on February 15, 2027 [2026]. Amendment 2 add funds of \$300,000.00 and extends term.

Financial Impacts: Total contract amount \$900,000.00.

Impacts to Department & External Agencies: Health and Human Services anticipates no financial impact to other departments.

List of attachments: Original, Amendments 1-2

Presenter: Carol Heard

Department Head Signature: Ryan Matthews

# Contract Review Sheet

Purchase Order  
No. 912311

**HE-5395-23 - Am2**

Title: Drug Testing

Contractor's Name: Redwood Toxicology Laboratories, Inc.

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Chalyce MacDonald

Phone #: (503) 588-5409

Term - Date From: May 24, 2023

Expires: February 15, 2027

Original Contract Amount: \$ 500,000.00

Previous Amendments Amount: \$ 100,000.00

Current Amendment: \$ 300,000.00

New Contract Total: \$ 900,000.00

Amd% 80%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative

Cooperative# \_\_\_\_\_

Description of Services or Grant Award

Marion County Health & Human Services is requesting Purchase Order approval for drug testing services with Redwood Toxicology Laboratory, Inc. This purchase is placed against the Sourcewell Cooperative Agreement #011222-RTL, expires on February 15, 2027.

Amendment 1 added \$100,000.

Amendment 2 - add funds of \$300,000.00 and extends term through 2/15/2027 [2026] to match extension of cooperative agreement.

Desired BOC Session Date: 10/29/2025

Contract should be in DocuSign by: 10/8/2025

Agenda Planning Date: 10/16/2025

Printed packets due in Finance: 10/14/2025

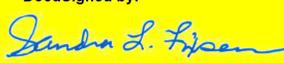
Management Update: 10/14/2025

BOC upload / Board Session email: 10/15/2025

BOC Session Presenter(s) Carol Heard

Code: Y

**REQUIRED APPROVALS**

DocuSigned by:  
  
C5E72231E6E54E3  
10/7/2025  
Finance - Contracts Date

Signed by:  
  
A38C58E8078E42B  
10/8/2025  
Contract Specialist Date

Signed by:  
  
60C98A6F708240B  
10/7/2025  
Legal Counsel Date

DocuSigned by:  
  
DC16351248DE4EC  
10/7/2025  
Chief Administrative Officer Date



**MARION COUNTY  
FINANCE DEPARTMENT**

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

REDWOOD TOXICOLOGY LABORATORY  
PO BOX 5680  
SANTA ROSA, CA 95402-5680  
UNITED STATES

Purchase Order		
Purchase Order No	Revision	Page
912311		
<b>Ship To:</b>		
Marion County Health and Human Services 3160 Center St NE Salem, OR 97301 United States		
<b>Bill To:</b>		
Marion County Health and Human Services 3160 Center St NE Salem, OR 97301 United States		

Customer Acct No	Supplier No 508053	Order Date / Buyer	Revised Date / Buyer K. BALLOW
Payment Terms		Ship Via	F.O.B
Freight Terms		Request Or Deliver To	Confirm To / Telephone ( )

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	CONTRACT PURCHASE AGREEMENT Drug Testing Services Contract Expire 2/15/2026		1			\$500,000.00
2	Amendment 1 to Purchase Request for additional funds  Purchase Agreement Effective From: 21-APR-23 To: 15-FEB-26		1			\$100,000.00
3	Amendment 2 to Purchase Request to add funds and extend term to 15-Feb-27		1			\$300,000.00
<b>Total</b>						\$900,000.00

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

**Note : Please notify department contact (above) for all inquiries regarding this Purchase Order**

**Authorized By:** \_\_\_\_\_  
**MARION COUNTY PURCHASING**  
**NOT VALID Unless Signed By Purchasing**

**MARION COUNTY TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SIGNATURE PAGE FOR  
DRUG TESTING - HE-5395-23  
between  
MARION COUNTY and REDWOOD TOXICOLOGY LABORATORIES, INC.**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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Chair	Date
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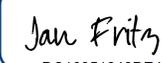
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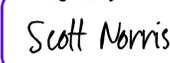
Commissioner	Date
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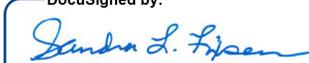
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Commissioner	Date
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Authorized Signature:	<small>DocuSigned by:</small>  <small>7D28A787656E458</small>	10/7/2025
	Department Director or designee	Date

Authorized Signature:	<small>DocuSigned by:</small>  <small>DC16351248DE4EC</small>	10/7/2025
	Chief Administrative Officer	Date

Reviewed by Signature:	<small>Signed by:</small>  <small>60C98A6F708240B</small>	10/7/2025
	Marion County Legal Counsel	Date

Reviewed by Signature:	<small>DocuSigned by:</small>  <small>C5E72231E6E54E3</small>	10/7/2025
	Marion County Contracts & Procurement	Date



**CONTRACT EXTENSION**

**Contract Number: 011222-RTL**

Sourcewell  
202 12th Street Northeast  
P.O. Box 219  
Staples, MN 56479  
(Sourcewell)

and

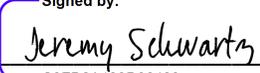
Redwood Toxicology  
3650 Westwind Blvd  
  
Santa Rosa, California  
(Vendor) 95403-1066

have entered into Contract Number: 011222-RTL  
for the procurement of: Lab Services and Testing with Related Products and Supplies

The Contract has an expiration date of 2026-02-15 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2027-02-15 . All other terms and conditions of the Contract remain in full force and effect.

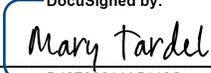
Sourcewell

Signed by:  
  
C0FD2A139D06489  
Authorized Signature

Jeremy Schwartz  
Name

Chief Operating and Procurement Officer  
Title

9/8/2025 | 4:54 PM CDT  
Date

DocuSigned by:  
  
D43702611A5146C  
Authorized Signature

Mary Tardel  
Name

General Manager, Government Service  
Title

9/9/2025 | 11:53 AM PDT  
Date

# Contract Review Sheet

Information Technology Agreement

**HR-6368-24 - Am1**

Title: Enterprise Learning Management System

Contractor's Name: Absorb Software North America, LLC

Department: Human Resources Department

Contact: Sabrina Hay

Analyst: Sabrina Hay

Phone #: 503-566-3974

Term - Date From: December 1, 2024

Expires: November 30, 2026

Original Contract Amount: \$ 53,421.00

Previous Amendments Amount: \_\_\_\_\_

Current Amendment: \$ 57,160.47

New Contract Total: \$ 110,581.47

Amd% 107%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0285 Special

CMS# HR1588-24

Description of Services or Grant Award

Licensing, maintenance and support for the Absorb enterprise learning management system

Amendment 1 renews the subscription for one year through 11/30/2026.

The Special Procurement approved in October 2024 allows the county to continue using the current enterprise learning management system provided by Absorb until a new solution is selected and implemented. The new solution is expected to be implemented by November 2026 as a module within the newly selected ERP system.

Desired BOC Session Date: 10/29/2025

Contract should be in DocuSign by: 10/8/2025

Agenda Planning Date: 10/16/2025

Printed packets due in Finance: 10/14/2025

Management Update: 10/14/2025

BOC upload / Board Session email: 10/15/2025

BOC Session Presenter(s) \_\_\_\_\_ Code: Y

**REQUIRED APPROVALS**

DocuSigned by:  
*Sabrina Hay*  
E21BD5B5934B405... 10/7/2025

Finance - Contracts \_\_\_\_\_ Date

Contract Specialist \_\_\_\_\_ Date

Signed by:  
*Scott Norris*  
60C98A6F708240B... 10/7/2025

Legal Counsel \_\_\_\_\_ Date

DocuSigned by:  
*Jan Fritz*  
DC16351248DE4EC... 10/7/2025

Chief Administrative Officer \_\_\_\_\_ Date



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: October 29, 2025

Department: Human Resources

Title: Insurance Broker and Consulting Services for Employee Benefits

Management Update/Work Session Date: October 14, 2025 Audio/Visual aids

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

Requested Action: Approve new one-year contract with Brown & Brown Insurance Services, Inc.

Issue, Description & Background: Brown & Brown assists the county with its employee benefit opportunities. Employee benefits include medical, prescription drug, vision, dental, basic life/AD&D, long-term disability, COBRA and retiree administration, Section 125/FSA, and the employee assistance program. Brown & Brown conducts comprehensive review and evaluations of benefit programs, including plan design, contract provisions, funding methods, and cost analysis. Brown & Brown also assists with employee enrollment meetings, benefit fairs, and claim experience reporting.

Financial Impacts: \$114,228.00 for calendar year 2026

Impacts to Department & External Agencies: These services impact all county employees.

List of attachments: Broker Services Agreement

Presenter: Lori Klemsen

Department Head Signature: Salvador Llerenas  
Digitally signed by Salvador Llerenas  
Date: 2025.10.06 14:34:02 -07'00'

# Contract Review Sheet

Contract for Services

**HR-6830-26**

Title: Insurance Broker and Consulting Services for Employee Benefits

Contractor's Name: Brown & Brown Insurance Services, Inc.

Department: Human Resources Department

Contact: Sabrina Hay

Analyst: Sabrina Hay

Phone #: 503-566-3974

Term - Date From: January 1, 2026

Expires: December 31, 2026

Original Contract Amount: \$ 114,228.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 114,228.00

Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 50-0150 Employee Benefits

Department

Description of Services or Grant Award

Broker services for employee benefits for 2026

Desired BOC Session Date: 10/29/2025

Contract should be in DocuSign by: 10/8/2025

Agenda Planning Date: 10/16/2025

Printed packets due in Finance: 10/14/2025

Management Update: 10/14/2025

BOC upload / Board Session email: 10/15/2025

BOC Session Presenter(s) \_\_\_\_\_ Code: Y

## REQUIRED APPROVALS

DocuSigned by:  
Sabrina Hay  
E21BD5B5934B405... 10/7/2025

Finance - Contracts \_\_\_\_\_ Date

Contract Specialist \_\_\_\_\_ Date

Signed by:  
Scott Norris  
B0C98A6F708240B... 10/7/2025

Legal Counsel \_\_\_\_\_ Date

DocuSigned by:  
Jan Fritz  
DC18351248DE4EC... 10/7/2025

Chief Administrative Officer \_\_\_\_\_ Date

## BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective January 1, 2026 (the "Effective Date"), is made by and between **MARION COUNTY** ("County"), and the Portland office of **BROWN & BROWN INSURANCE SERVICES, INC.**, ("Broker").

### Background

County wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided. The term of this Agreement may be extended for one (1) year periods by mutual written agreement of the Parties, executed in the form of an amendment to this Agreement.

2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Broker by the County, Broker will provide services to the County as an insurance broker. County acknowledges that Broker, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. County expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"), but only in relation to the lines of insurance identified in Schedule A ("Lines of Insurance").

**Nothing in this Agreement shall be construed to impose any obligations on Broker or limitations on Broker's compensation, relative to any lines of insurance or coverages other than as specifically delineated above.**

4. **County Responsibilities.** In consideration of the Services provided by Broker, County agrees as follows:

(a) County shall cooperate fully with Broker and the insurance companies with whom

Broker solicits in the performance of Broker's obligations under this Agreement.

(b) County shall timely produce and complete accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. County further agrees to provide Broker with notice of any material changes in County's business operations, risk exposures or in any other material information provided under this Agreement. In addition, County shall carefully read each insurance policy issued to County in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. County is responsible for recommending any changes to insurance policies issued to County.

(c) County shall timely pay all premiums and fees.

(d) County shall provide Broker with at least ninety (90) days notice in advance of any policy effective date in the event County intends to allow competing agents or brokers to solicit or market insurance to County.

5. **Compensation.** In consideration of the Services, County shall compensate Broker as set forth in Schedule B (the "Broker Services Fee"). With regard to the Broker Services Fee, County and Broker acknowledge and agree as follows:

(a) **The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the County for the Lines of Insurance.**

(b) It is understood and agreed that Broker, or B&B Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the

performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to County.

(c) Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of County's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a B&B Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to County.

(d) If County chooses to finance its premiums, Broker may assist County in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to County.

(e) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the County from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to County.

(f) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by County upon request.

(g) County acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

6. **Confidentiality.** To the extent consistent with performances of Broker's duties under this Agreement, Broker and County agree to hold in confidence Confidential Information (defined below). County acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker or County become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. **Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, County may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of Oregon if not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) County's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) County's participation in any fraud; or (iii) County's material failure to properly perform its duties and responsibilities hereunder because of County's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release County from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to County:

Marion County  
555 Court Street NE, P.O. Box 14500  
Salem, Oregon 97309-5036  
Attn: Salvador Llerenas

Email: [sllerenas@co.marion.or.us](mailto:sllerenas@co.marion.or.us)

If to Broker:

Brown & Brown Insurance Services, Inc.

601 SW 2<sup>nd</sup> Avenue, Ste 1200  
Portland, Oregon 97204  
Attn: Jessica Getman  
Email: [jgetman@bbnw.com](mailto:jgetman@bbnw.com)

With a copy to:

Brown & Brown, Inc.  
300 North Beach Street  
Daytona Beach, FL 32114  
Attn: Legal Department

or such other address as either shall give to the other in writing for this purpose.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **Oregon Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Marion County, Oregon.

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the schedules, documents and instruments

referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified

except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of County and Broker by their respective duly authorized representatives.

**[Remainder of page intentionally left blank – Signature page follows.]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**COUNTY:**

**Marion County**  
an Oregon county

**BROKER:**

**Brown & Brown Insurance Services, Inc.**

By: See Marion County Signature Page  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**

**BROKER SERVICES**

Subject to the terms of this Broker Services Agreement, Broker shall provide the Services listed below, but only in relation to the following Lines of Insurance:

**Employee Benefits:** (a) Medical; (b) Prescription Drug; (c) Vision; (d) Dental; (e) Basic Life/AD&D; (f) LTD; (g) COBRA & Retiree Admin; (h) Section 125/FSA; (i) EAP

**Services are as follows:**

- a) Comprehensive review and evaluation of benefit program including plan design, contract provisions, funding methods, and cost analysis
- b) Brokering plans, including request for proposal (RFP) and proposal analysis report
- c) Premium rate and fee negotiations
- d) Underwrite carrier renewal rating
- e) Project benefit plan costs including claims, administrative expenses, and reserve liabilities
- f) Routine claim experience reporting
- g) Annual benefit plan review including cost comparisons and retention
- h) Assist in collective bargaining negotiations
- i) Organize and assist with employee enrollment meetings
- j) Assist in the creation of open enrollment presentation materials
- k) Verify and process contracts, amendments, and statement of plan benefits
- l) Assistance with government compliance requirements, including ERISA reporting and disclosure
- m) Daily assistance with administrative problems (claims disputes, billings, etc.)
- n) Annual Report

**SCHEDULE B**

**COMPENSATION**

**Broker Services Fee:**

In consideration of the Services, County shall compensate Broker in the amount of **ONE HUNDRED FOURTEEN THOUSAND TWO HUNDRED TWENTY-EIGHTY DOLLARS AND 00/100 (\$114,228.00)** (the "Broker Services Fee"). The Broker Services Fee shall be fully earned and payable in four (4) equal quarterly installments in the amount of **TWENTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND 00/100 (\$28,557)**. The first installment shall be due and payable upon County's execution and delivery of this Agreement and thereafter on April 1, 2026; July 1, 2026; and October 1, 2026. The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the County for the Lines of Insurance. The Broker Services fee shall increase by 3% annually beginning with the quarterly payment due each January 1<sup>st</sup>.

**Insurer Commissions:**

Broker agrees that it will not receive any commission for the placement of County's insurance business pursuant to this Agreement. If Broker receives any such commission payments from an insurer in error or otherwise, Broker agrees to refund the Broker Service Fees in the amount of such commission payment, credit the commission against the Broker Services Fee or take such other action, if any, as shall in all cases comply with applicable law.

**SIGNATURE PAGE FOR  
INSURANCE BROKER AND CONSULTING SERVICES - HR-6830-26  
between  
MARION COUNTY and BROWN & BROWN INSURANCE SERVICES, INC.**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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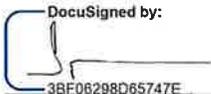
Chair Date

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Commissioner Date

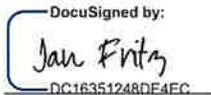
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Commissioner Date

Authorized Signature:  10/7/2025  
DocuSigned by:  
38F06298D65747E

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Department Director or designee Date

Authorized Signature:  10/7/2025  
DocuSigned by:  
DC16351248DE4EC

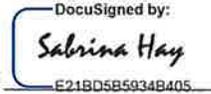
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Chief Administrative Officer Date

Reviewed by Signature:  10/7/2025  
Signed by:  
60C98A6F708240B

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Marion County Legal Counsel Date

Reviewed by Signature:  10/7/2025  
DocuSigned by:  
E21BD5B5934B405

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Marion County Contracts & Procurement Date

# Contract Review Sheet

Purchase Order

**IT-6864-25**

Title: **2025 Network LERP**

Contractor's Name: **CVE Technologies Group Inc.**

Department: **Information Technology Department**

Contact: **Cynthia Klein**

Analyst: **Sandra Fixsen**

Phone #: \_\_\_\_\_

Term - Date From: **October 22, 2025**

Expires: **October 21, 2026**

Original Contract Amount: \$ **205,757.43**

Previous Amendments Amount: \$ **-**

Current Amendment: \$ **-**

New Contract Total: \$ **205,757.43**

Amd% **0%**

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: **10-0400 Cooperative**

Cooperative# **A3227**

### Description of Services or Grant Award

Marion County PO#941389 to CVE Technologies Group Inc., for Network Lifecycle Equipment Replacement, CIP#26-101 approved in the FY25/26 budget.

Desired BOC Session Date: **10/22/2025**

Contract should be in DocuSign by: **10/1/2025**

Agenda Planning Date: **10/9/2025**

Printed packets due in Finance: **10/7/2025**

Management Update: **10/7/2025**

BOC upload / Board Session email: **10/8/2025**

BOC Session Presenter(s) **Steve Brooks**

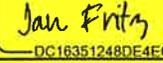
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### REQUIRED APPROVALS

DocuSigned by:  
  
10/3/2025  
Date  
Finance - Contracts

DocuSigned by:  
  
10/8/2025  
Date  
Contract Specialist

Signed by:  
  
10/3/2025  
Date  
Legal Counsel

DocuSigned by:  
  
10/6/2025  
Date  
Chief Administrative Officer

# Contract Review Sheet

Purchase Order

**IT-6863-25**

Title: Network Support and Maintenance

Contractor's Name: CVE Technologies Group Inc.

Department: Information Technology Department

Contact: Cynthia Klein

Analyst: Sandra Fixsen

Phone #: \_\_\_\_\_

Term - Date From: Upon Signatures

Expires: October 21, 2026

Original Contract Amount: \$ 165,060.43

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 165,060.43 Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative

Cooperative# AR3227

### Description of Services or Grant Award

Marion County PO#941390 to CVE Technologies Group Inc., for Network Hardware and Software Maintenance and Subscription Renewals for FY 2025/2026.

Desired BOC Session Date: 10/22/2025

Contract should be in DocuSign by: 10/1/2025

Agenda Planning Date: 10/9/2025

Printed packets due in Finance: 10/7/2025

Management Update: 10/7/2025

BOC upload / Board Session email: 10/8/2025

BOC Session Presenter(s) Steve Brooks

Code: Y

### REQUIRED APPROVALS

DocuSigned by:  
  
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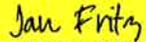
Finance - Contracts 10/3/2025  
Date

DocuSigned by:  
  
E3EE920E75C549D

Contract Specialist 10/8/2025  
Date

Signed by:  
  
8DC98A6E708240B

Legal Counsel 10/3/2025  
Date

DocuSigned by:  
  
DC1B351248DE4EC

Chief Administrative Officer 10/7/2025  
Date



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

29

Meeting date: October 22, 2025

Department: Legal Counsel

Title: Update Litigation Defense Policy

Management Update/Work Session Date: \_\_\_\_\_ Audio/Visual aids

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

Requested Action: Update litigation defense policy.

Issue, Description & Background: The litigation defense policy is overdue for its 3 year review and needs to be updated.

Financial Impacts: Undetermined

Impacts to Department & External Agencies: \_\_\_\_\_

List of attachments: Proposed Legal Defense Policy

Presenter: Steve Elzinga

Department Head Signature: Steve Elzinga Digitally signed by Steve Elzinga Date: 2025.10.08 10:12:52 -07'00'

BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON

In the Matter of Revising Administrative    )  
Policy 212, County Litigation Defense    )

ORDER No. 25-

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on October 29, 2025, to consider the adoption of a revised administrative policy.

WHEREAS, the board adopted Policy 212, County Litigation Defense in January 1986, requiring regular review at least every three years and updates as necessary; and

WHEREAS, Policy 212 is overdue for its three-year review and needs to be updated; and

WHEREAS the board finds it appropriate to accept the revisions to Policy 212 and Procedures 212-A, now therefore,

IT IS HEREBY ORDERED that revised Marion County Administrative Policy 212, and Procedures 212-A, attached hereto, is adopted.

DATED at Salem, Oregon the 29th day of October, 2025.

MARION COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



**ADMINISTRATIVE POLICIES**

<b>SECTION:</b>	General Administration	<b>POLICY #:</b>	212
<b>TITLE:</b>	County Litigation Defense	<b>PROCEDURE #:</b>	212-A
		<b>ORDER #:</b>	18-097
<b>DEPT:</b>	Legal Counsel	<b>PROGRAM:</b>	N/A
<b>ADOPTED:</b>	01/86	<b>REVIEWED:</b>	6/08
		<b>REVISED:</b>	10/25

**PURPOSE:** The purpose of this policy is to reduce risk and limit exposure of liability to the county and its officials through strategic legal representation, including litigation defense, promoting settlement and compromise where liability exposure exists, limiting expenditures of time and money, and avoiding judgments or orders against the county.

**AUTHORITY:** The Marion County Board of Commissioners may establish rules and regulations in reference to managing the interest and business of the county under ORS 203.010, 203.035 and 203.111, and 203.230.

The Marion County Board of Commissioners expresses the governing body’s official, organizational position on fundamental issues or specific repetitive situations through formally adopted, written policy statements. The policy statements serve to provide rules for public officials on the conduct of county business.

The Marion County Board of Commissioners’ Administrative Policies and Procedures manual outlines the forms and process through which the board takes formal action on administrative policy. It is the official record of county administrative policy.

Statutory References

Oregon Revised Statutes chapters 20, 28, 30, 31, 33, 34, 36, 250, 254, 652, 659A, ORS 166.293, ORS 203.145, Oregon Rules of Civil Procedure, Oregon Constitution, Title VII of the Civil Rights Act of 1964, 42 USC §§ 1981-1988, the Americans with Disability Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, the Rehabilitation Act of 1973, the Equal Pay Act of 1963, Executive Order 11246, Federal Rules of Civil Procedure, and United States Constitution.

**APPLICABILITY:** All public officials, including county officers, employees or agents, irrespective of whether or not a person is compensated for services.

## **SUBJECT: COUNTY LITIGATION DEFENSE**

**GENERAL POLICY:** The Marion County Office of Legal Counsel provides legal advice, representation, and defense to the Board of Commissioners, County Administration, and all other county departments and officials on legal matters related to the county.

### **POLICY GUIDELINES:**

#### **1. RESPONSIBILITIES**

- 1.1. All Marion County public officials are responsible for compliance with this policy and shall consult with legal counsel on all matters involving actual or potential legal issues, the need for legal advice and cooperate fully with the defense of claims.
- 1.2. If an individually named defendant officer, employee, or agent fails to cooperate or otherwise acts in prejudice of the defense of the claim, the county may at any time reject the defense of the claim and may refuse to hold harmless or indemnify that person.
- 1.3. Elected officials and department heads are responsible for consulting with the appropriate legal counsel and risk management staff to assess the risk and impact of litigation upon the county.
- 1.4. Alternative dispute resolution should be considered when feasible and appropriate as a litigation defense option.

#### **2. EXCEPTIONS**

Unless otherwise specifically authorized by the county legal counsel, the lawyers in the Marion County Office of Legal Counsel serve as the exclusive legal representatives and defense attorneys for Marion County.

#### **3. IMPLEMENTATION**

- 3.1. The Board of Commissioners has the authority and responsibility to implement this policy and require compliance by all county departments.
- 3.2. Elected officials and department heads are expected to be knowledgeable of, and shall be responsible for, implementing this policy within their departments.
- 3.3. Procedure 212-A is part of this policy.

#### **4. PERIODIC REVIEW**

This policy shall be reviewed by county Legal Counsel at least every three years, or more often if needed, and updated as necessary to ensure compliance with any legal changes that may occur.

**SUBJECT: COUNTY LITIGATION DEFENSE**

Adopted: 01/86

Reviewed: 06/08

Revised: 07/08

09/18

10/25



## ADMINISTRATIVE PROCEDURES

<b>TITLE:</b> County Litigation Defense		<b>PROCEDURE #:</b>	212-A
<b>DEPT:</b> Legal Counsel		<b>PROGRAM:</b>	N/A
<b>EFFECTIVE DATE:</b>	7/08	<b>REVIEWED:</b>	<b>REVISED:</b> 10/25

**OBJECTIVE:** To establish legal representation procedures for employee relations, tort litigation, civil rights litigation, miscellaneous civil litigation, administrative actions, and other matters.

**REFERENCE:** Policy #212

**POLICY STATEMENT:** The Marion County Office of Legal Counsel provides legal advice and representation to the Board of Commissioners, County Administration, and all other county departments and officials on legal matters related to the county.

**APPLICABILITY:** All public officials, including county officers, employees or agents, irrespective of whether or not a person is compensated for services.

**PROCEDURES:**

1. Employee Relations

- 1.1. All personnel disciplinary actions involving loss of pay or benefits, or termination of employment must be reviewed with the Chief Administrative Officer or County Personnel Officer (collectively CPO) prior to any actions being taken.
- 1.2. All grievances filed at the department head level must be reviewed with the CPO.
- 1.3. All grievances filed with the Board of Commissioners must be reviewed with the CPO and legal counsel.
- 1.4. It is the responsibility of the CPO and HR analysts to ensure that the personnel officer and legal counsel are informed of discipline that involves loss of pay or benefits or termination of employment.

2. Arbitration of Employee Relations Issues

- 2.1. The elected official or department head will review the case and fully cooperate with the CPO and HR analyst prior to the hearing before the arbitrator.
- 2.2. Prior to the hearing, human resources will review the facts, policies and law concerning the case with legal counsel.
- 2.3. Any efforts at reasonable compromise or settlement, based upon the particular facts of the case, will be undertaken through the elected official or department head.
- 2.4. If the arbitration involves an employee who has filed or threatened litigation against or has submitted a tort claim notice to the county, legal counsel and risk management will be included in the review.

## **SUBJECT: COUNTY LITIGATION DEFENSE**

- 2.5. If the CPO, after consultation and review, concludes that the case should not be arbitrated, this conclusion will be communicated to the elected official or department head.
- 2.6. If the elected official or department head requests a meeting, the meeting will be scheduled as soon as possible to discuss the recommendation.
- 2.7. The elected official or department head may request orally or in writing that the Board of Commissioners review the recommendation not to proceed with arbitration.
- 2.8. A meeting will be scheduled as soon as possible between the board, elected official or department head, CPO, and legal counsel to review the case.
  - 2.8.1. The board will either approve or disapprove the recommendation not to proceed and so advise the elected official or department head.

### **3. Tort Litigation**

- 3.1. Marion County is self-insured under the provision of the Oregon Tort Claims Act (OTCA) and maintains several additional insurance policies through its risk management division. Defense and indemnification of county officers, employees and agents is provided by Marion County pursuant to the OTCA.
- 3.2. Tort litigation and liability claims will be handled in the manner described by the Risk Management Program Rules.
- 3.3. Marion County Legal Counsel is responsible for defending the county when litigation has been filed or is expected to be filed.
  - 3.3.1. All county elected officials, appointed officers, employees and agents shall cooperate fully in the defense of the claims.
- 3.4. Any county elected official, appointed officer, employee or agent who is served with a copy of a court complaint or other legal process shall note the date received and immediately (within one business day) forward a copy of the document to legal counsel.
- 3.5. Once a tort claim notice has been received, all evidence related to the claims must be preserved.
  - 3.5.1. Documents, regardless of the manner in which they are stored, must be retained and may not be destroyed even if they have otherwise met the maximum records retention requirements of the Oregon Archiving rules.
  - 3.5.2. Legal counsel is responsible for notifying the appropriate department head or elected official of the duty to preserve records.
  - 3.5.3. The department head or elected official is responsible, in turn, for informing actual or probable custodians of records within the department of the duty to preserve records. If the responsible person is unsure about the scope of records that should be retained, they should contact legal counsel for assistance.
- 3.6. Marion County shall defend, save harmless and indemnify any of its officers, employees and agents, whether elective or appointive, and former officers, employees, and agents, against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission allegedly occurring in the performance of duty while a county officer, employee or agent, except in cases of malfeasance in office or willful or wanton neglect of duty. If Oregon law (ORS 30.285 or successor or similar statute) is amended, the scope of defense and indemnification shall automatically adjust to include Oregon law requirements and Legal Counsel shall suggest appropriate policy updates.
- 3.7. Tort is defined as the breach of a legal duty that is imposed by law, other than a duty arising from contract or quasi-contract, the breach of which results in injury to a specific person or persons for which the law provides a civil right of action for damages or for a protective remedy. ORS 30.260. This includes any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the

## **SUBJECT: COUNTY LITIGATION DEFENSE**

performance of duty. ORS 30.285(1). If Oregon law (ORS 30.260, ORS 30.285, or successor or similar statutes) is amended, the definition of tort shall automatically adjust to include Oregon law requirements and Legal Counsel shall suggest appropriate policy updates.

### **4. Civil Rights Litigation**

4.1. Civil rights litigation may arise under a number of state and federal laws and filed either in state or federal court, or before various state and federal administrative oversight agencies like the state Bureau of Labor and Industries (BOLI) or the federal Equal Employment Opportunities Commission (EEOC).

4.2. Remedies sought for civil rights violations may include: liability claims (money damages), declaratory or injunctive relief, agency civil fines or penalties, attorney fees, punitive damages, and costs and expenses.

4.3. Civil rights liability claims will be handled in the manner described by the Risk Management Program Rules.

4.4. Some civil rights litigation seeking declaratory or injunctive relief only and all civil rights litigation filed with oversight agencies empowered to impose civil fines or penalties are excluded from coverage by the Insurance Fund.

4.4.1. Legal counsel will work directly with the department on civil rights claims not covered by the Insurance Fund

4.5. Marion County Legal Counsel is responsible for defending the county when civil rights litigation has been filed or is expected to be filed, either in court or before administrative agencies.

4.6. All county elected officials, appointed officers, employees and agents shall cooperate fully in the defense of the claims.

4.7. Any county elected official, appointed officer, employee or agent who is served with a copy of a court complaint, notice of an agency complaint, or other legal process shall note or stamp the date received and immediately (within one business day) forward a copy of the document to legal counsel.

4.7.1. Once litigation has been filed, notice of claims or demand of payment is made, or notice of an administrative filing is received, whichever event occurs sooner, all evidence related to the claims must be preserved.

4.7.2. Documents, regardless of the manner in which they are stored, must be retained and may not be destroyed even if they have otherwise met the maximum records retention requirements of the Oregon Archiving rules.

4.7.3. Legal counsel is responsible for notifying the appropriate department head or elected official of the duty to preserve records.

4.7.4. The department head or elected official is responsible, in turn, for informing actual or probable custodians of records within the department of the duty to preserve records.

### **5. General Policies, Miscellaneous Civil Litigation, Administrative Actions, and Other Matters**

5.1. Legal representation includes miscellaneous civil litigation, administrative actions, and other matters, so long as related to alleged acts or omissions allegedly in the performance of duty for the county that are not a willful or wanton neglect of duty. This can include, but is not limited to: contract litigation, declaratory judgment actions, election law challenges, review of denial of concealed handgun permits, wage and hour complaints, writs of habeas corpus, writs of mandamus, writs of review, invalid encumbrances, complaints to the Oregon Government Ethics Commission, and complaints to licensing/regulatory boards for credentials required for county employment.

## **SUBJECT: COUNTY LITIGATION DEFENSE**

- 5.2. Liability exposure to the county may include damages, opposing party attorney fees, the payment of costs and expenses, the county being compelled to take action or refrain from action, or harassment of county employees that discourages service to the county.
- 5.3. Marion County Legal Counsel will work directly with the department or official on miscellaneous civil litigation, administrative complaints, and other matters.
  - 5.3.1. All county elected officials, appointed officers, employees and agents shall cooperate fully in the defense of claims. If Marion County Legal Counsel determines and certifies to the Board of Commissioners that an official, officer, employee or agent has not cooperated or has otherwise acted in prejudice of the defense of the claim, the Board of Commissioners may at any time reject the defense of the claim.
  - 5.3.2. Marion County Legal Counsel will appear and defend the county officer, employee or agent unless after investigation it is determined that the claim or demand does not arise out of an alleged act or omission allegedly occurring in the performance of duty, or that the alleged act or omission complained of amounted to malfeasance in office or willful or wanton neglect of duty, in which case the Board of Commissioners may reject defense of the claim.
  - 5.3.3. Marion County may obtain insurance that substitutes for county defense obligations.
  - 5.3.4. County legal defense does not constitute any admission or commitment for indemnification.
  - 5.3.5. County counsel represents the county. When representing county officials, county counsel shall ask those officials to sign a form agreeing to representation. Failure to agree to representation may result in the County rejecting defense of the claim and indemnification.
- 5.4. Any county elected official, appointed officer, employee or agent who is served with a copy of a court complaint or other pleading, notice of an agency complaint, or other legal process shall note the date received and immediately (within one business day) forward a copy of the document to legal counsel.
- 5.5. Once litigation has been filed, notice of claims or demand of payment is made, or notice of an administrative filing is received, whichever event occurs sooner, all evidence related to the claims must be preserved.
  - 5.5.1. Documents, regardless of the manner in which they are stored, must be retained and may not be destroyed even if they have otherwise met the maximum records retention requirements of the Oregon Archiving rules.
  - 5.5.2. Legal counsel is responsible for notifying the appropriate department head or elected official of the duty to preserve records.
  - 5.5.3. The department head or elected official is responsible, in turn, for informing actual or probable custodians of records within the department of the duty to preserve records.
- 5.6. When hiring outside counsel, Marion County Legal Counsel shall take reasonable steps to balance reducing legal representation costs while also mitigating legal risk based on capacity and expertise.
- 5.7. Updates to the legal defense policy and procedure are prospective only.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: <sup>29</sup> 10/22/2025

Department: Public Works

Title: Vacation of Two Strips of Public Right-of-Way

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

Time Required: 3 minutes Contact: Kent Inman Phone: 4316

Requested Action: Approve the enclosed Board Order vacating two strips of public right-of-way.

Issue, Description & Background: The public portions proposed to be vacated consist of a 30-foot wide by approximately 771-foot long strip of land dedicated to the public in the subdivision plat of Lone Fir Addition. The other was deeded to Marion County in Reel 401, Page 319 of the Marion County Deed Records and is 15 feet wide by about 810 feet long. Both are unimproved. Between the above-mentioned strips of public right-of-way is a private easement created in Marion County Circuit Court Case No. 8669. It also is unimproved and is not included in this vacation. The abutting properties North and South of the strips of land proposed for vacation are accessed from 77th and 78th Avenues. During the utility locate process, Portland General Electric (PGE) electric facilities were found within the 30-foot strip. Easements for PGE have been prepared and will be executed in conjunction with the vacation, if approved.

Financial Impacts: None.

Impacts to Department & External Agencies: None.

List of attachments: Board Order and Exhibits.

Presenter: Kent Inman

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2025.10.07 12:18:09 -07'00'

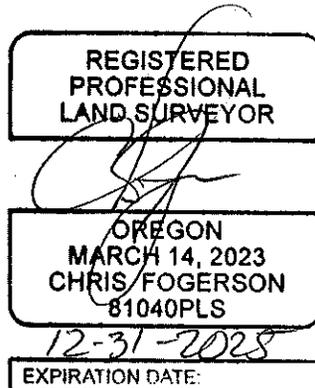


# EXHIBIT A

A VACATION OF TWO STRIPS OF PUBLIC RIGHT OF WAY SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, MARION COUNTY, OREGON, BEING TWO PORTIONS OF UNDEVELOPED RIGHT OF WAY SITUATED ON EACH SIDE OF A TRACT 30 LINKS (20.00 FEET) IN WIDTH, CREATED BY PARTITION SUITE CASE NO. 8669 IN THE CIRCUIT COURT OF MARION COUNTY, MORE PARTICULARLY IN THE FOLLOWING:

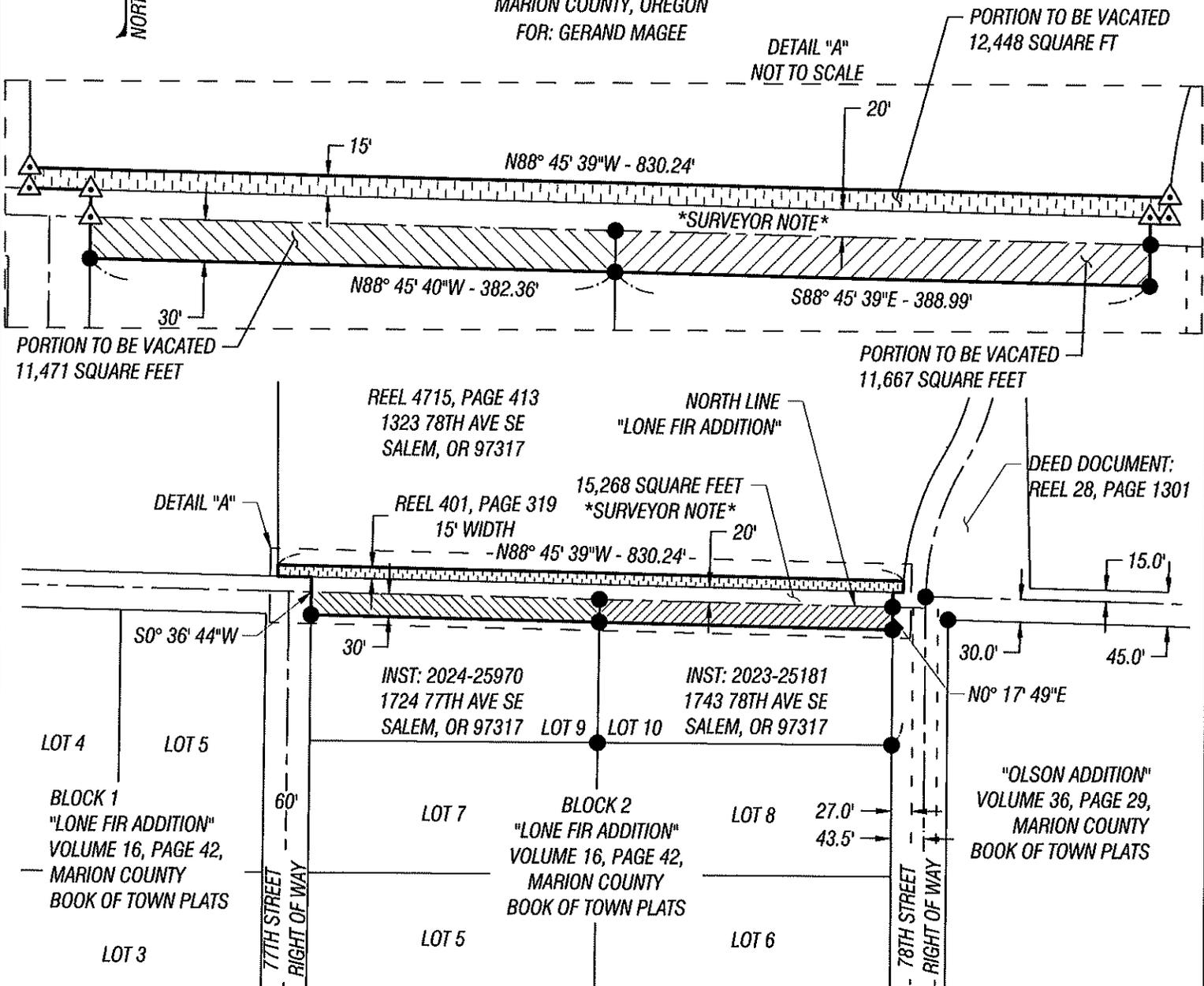
ALL THAT PROPERTY DESCRIBED IN REEL 401, PAGE 319, MARION COUNTY DEED RECORDS, AND CONTAINING 12,448 SQUARE FEET, MORE OR LESS.

ALSO, THAT 30.00-FOOT WIDTH STRIP DEDICATED BY THE PLAT "LONE FIR ADDITION", ADJOINING THE NORTH LINE OF LOTS NINE (9) AND TEN (10), BLOCK TWO (2), THEREOF, AND CONTAINING 23,138 SQUARE FEET, MORE OR LESS.



# EXHIBIT B

REAL PROPERTY IN THE NW 1/4 OF SECTION 2  
 TOWNSHIP 8 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN  
 MARION COUNTY, OREGON  
 FOR: GERAND MAGEE



THE BEARING BASE FOR THE PROPERTY SHOWN HEREON IS THE SAME AS SHOWN IN MARION COUNTY SURVEY RECORD 40061.

THE PROPERTY BOUNDARY LINES, SHOWN HEREON, ARE SHOWN FOR GRAPHICAL PURPOSES AND USED FOR CALCULATING THE AREA THEREOF. NO MONUMENTATION SHALL BE SET AND THIS MAP SHALL NOT BE RECORDED WITH THE COUNTY AS A SURVEY.

\*NOTE\*: THE 30 LINK (20 FEET) STRIP IS NOT A PUBLIC ROAD, AND IS DESCRIBED IN MARION COUNTY CIRCUIT COURT CASE 8669 AS A SEPARATE TRACT, "FOR THE PURPOSES OF EGRESS AND INGRESS". OWNERSHIP OF THE STRIP IS NOT DETERMINED AT THIS TIME.

● FOUND MONUMENT    ▲ CALCULATED POINT



REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

OREGON  
 MARCH 14, 2023  
 CHRIS FOGERSON  
 81040PLS

12-31-2028  
 EXPIRATION DATE:

## EXHIBIT - B

RIGHT OF WAY VACATION - A PORTION OF DARLING STREET

**LEI ENGINEERING & SURVEYING**  
 OF OREGON

2564 19TH St SE  
 Salem, Oregon 97302  
 (503) 399-3828  
 www.leiengineering.com

SCALE: 1"=200'  
 PRJCT NO: 15-570  
 DATE: 09/30/2025  
 PAGE: 1 OF 1



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

29

Meeting date: 10/22/2025

Department: Public Works

Title: Remove Weight Restriction on Rees Hill Road SE

Management Update/Work Session Date: 09/30/25 Audio/Visual aids

Time Required: Consent Contact: Max Hepburn Phone: 503-566-4157

Requested Action: Approve an Order removing the existing 15 ton gross vehicle weight restriction on Rees Hill Road SE.

Issue, Description & Background: In 2006, the Board of Commissioners approved an Order restricting Rees Hill Road SE from Devon Avenue SE westerly to the intersection with Liberty Road to vehicles weighing less than 15 tons due to deteriorating road conditions. In 2021, Public Works improved the road to address the deterioration. No unusual deterioration has occurred since 2021 and the weight restriction is no longer necessary.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Proposed Board Order

Presenter: Max Hepburn

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas  
Date: 2025.10.07 12:07:57 -07'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of removing a weight )  
restriction on a portion of Rees Hill )  
Road SE (CR #831). )

**ORDER No. \_\_\_\_**

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, October 29, 2025.

WHEREAS, Rees Hill Road SE, (CR #831) is a county road within Marion County; and

WHEREAS, the Board of Commissioners is the road authority for Marion County, pursuant to ORS 810.010; and

WHEREAS, the Board of Commissioners established a Fifteen (15) ton maximum weight limit for vehicles traveling Rees Hill Road SE (CR #831) between Devon Avenue SE westerly to the intersection of Liberty Street SE under Board Order 06-197 due to deterioration of the road; and

WHEREAS, Public Works has since improved Rees Hill Road SE (CR #831) to address deterioration of the road; now, therefore

IT IS HEREBY ORDERED that the Fifteen (15) ton weight restriction for vehicles traveling Rees Hill Road (CR #831) between Devon Avenue SE westerly to the intersection of Liberty Street SE is removed.

DATED at Salem, Oregon, this 29<sup>th</sup> day of October 2025.

MARION COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: October 29, 2025

Department: Public Works

Title: North Fork Road M.P. 3.0 Slide Repair, Amendment 1 to Contract PW-6797-25

Management Update/Work Session Date: 10/14/2025 Audio/Visual aids

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

Requested Action: Approve Amendment 1 to Contract PW-6797-25 with North Santiam Paving, Inc., in the amount of \$161,000.00 for the North Fork Road M.P. 3.0 Slide Repair project

Issue, Description & Background: This contract is for the repair of North Fork Road milepost 3.0 where a landslide occurred in December 2023. The contract was awarded to North Santiam Paving on August 20, 2025. The original contract includes the construction of a rock buttress and a retaining wall to permanently mitigate the slide at this location.  
  
Amendment 1 to Contract PW-6797-25 includes costs associated with contract change order (CCO) 1, which adds funds for additional mobilization costs and general excavation and stone embankment needed to construct the rock buttress, and eliminates the retaining wall.

Financial Impacts: This is a budgeted expense in the current fiscal year. There is no financial impact to other County Departments.

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

List of attachments: Amendment 1 (CCO 1) to PW-6797-25

Presenter: Ryan Crowther

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2025.09.29 12:40:53 -07'00'

# Contract Review Sheet

Public Improvement Agreements

**PW-6797-25 - Am1**

Title: North Fork Road Slide Repair at Milepost 3.0

Contractor's Name: North Santiam Paving Co.

Department: Public Works Department

Contact: Janet Wilson

Analyst: Kathleen George

Phone #: (503) 566-4139

Term - Date From: Execution

Expires: October 15, 2026

Original Contract Amount: \$ 664,310.00 Previous Amendments Amount: \_\_\_\_\_

Current Amendment: \$ 161,000.00 New Contract Total: \$ 825,310.00 Amd% 24%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

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

ITB# PW1703-25

Description of Services or Grant Award

Construct a rock buttress, MSE wall, and drainage as called for in the Specifications and such additional Incidental Work as requested by the Engineer.

Amendment 1 includes costs associated with contract change order 1 for mobilization, general excavation, and stone embankment needed to construct the rock buttress and reduced cost for removal of the retaining wall.

Desired BOC Session Date: 10/29/2025

Contract should be in DocuSign by: 10/8/2025

Agenda Planning Date: 10/16/2025

Printed packets due in Finance: 10/14/2025

Management Update: 10/14/2025

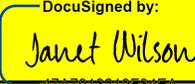
BOC upload / Board Session email: 10/15/2025

BOC Session Presenter(s) Ryan Crowther

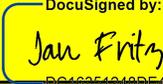
Code: Y

**REQUIRED APPROVALS**

DocuSigned by:   
 \_\_\_\_\_  
 Finance - Contracts Date 10/8/2025

DocuSigned by:   
 \_\_\_\_\_  
 Contract Specialist Date 10/10/2025

Signed by:   
 \_\_\_\_\_  
 Legal Counsel Date 10/8/2025

DocuSigned by:   
 \_\_\_\_\_  
 Chief Administrative Officer Date 10/10/2025



**AMENDMENT 1 to PW-6797-25**  
**The CONSTRUCTION CONTRACT**  
**between**  
**MARION COUNTY and NORTH SANTIAM PAVING CO.**

This Amendment No. 1 to the Construction Contract (as amended from time to time, the “Contract”), dated August 27, 2025 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and North Santiam Paving Co., 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 2025-205-01, attached to this Amendment, is hereby incorporated.

Page 1, Paragraph 2, 1st sentence: “Contractor, in consideration of the sum of ~~\$664,310.00~~ \$825,310.00 to be paid to the Contractor by the County...”

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 Melodas 10/8/2025  
9793BA7ACD6D443...  
Department Director or designee Date

Authorized Signature: DocuSigned by:  
Jan Fritz 10/10/2025  
DC16351248DE4E...  
Chief Administrative Officer Date

Reviewed by Signature: Signed by:  
Scott Norris 10/8/2025  
60C98A6F708240B...  
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:  
[Signature] 10/8/2025  
A3538E7AEC704F4...  
Marion County Contracts & Procurement Date

**NORTH SANTIAM PAVING CO. 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: North Fork Road MP 3.0 Slide Repair**  
**CONTRACT NO: 2025-205**

**CHANGE ORDER NO: 1**  
 PW-6797-25

**CONTRACTOR NAME: North Santiam Paving Co.**  
**ADDRESS:**  
 41203 Kingston-Lyons Drive Southeast  
 Stayton OR 97383  
 U.S.A.  
**BILLING ADDRESS:**  
 PO Box 516  
 Stayton OR 97383

**Reason for Change Order:** Add mob, Gen Exc, and Stone Emb. Rx Retaining Wall

The purpose of this change order is to add additional compensation for mobilization, add additional quantity of general excavation and stone embankment, and to delete the MSE wall.

Additional rock requirements necessitated mobilization of a crusher to the rock source. This change order adds additional compensation to mobilization to compensate for this additional work.

Additional quantity of general excavation and stone embankment is needed to construct the rock buttress to tie into the adjacent hillside. This change order extends the contract quantity of general excavation and stone embankment at the contract prices.

The Contractor proposed removing the MSE wall shown on the plans for Station 100+05 to 100+35. The geotechnical engineer has confirmed that this approach will mitigate the slide. The owner of the adjacent property has been consulted and is agreeable to this revision. This change order deletes the MSE wall and replaces it with additional rock buttress as shown in Typical Section 1 on Sheet J-1 of the plans.

**Contract Document Revisions (Plans/Specs):**

Add additional compensation to item 0210-0100, Mobilization, 1 lump sum.

Add 1,200 cubic yards to item 0330-0105, General Excavation, at contract prices.

Add 2,750 cubic yards to item 00330-0126, Stone Embankment, at contract prices.

Delete item 0596-A002, Retaining Wall, MSE, 1 lump sum.

In Section 1.5 of the Introduction, replace October 15, 2025 with October 31, 2025.

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2025-701-001	0180-0060	CONTRACT TIME CHANGE	16	DY (Day)	\$0.00	\$0.00	21
2025-701-001	0210-0100	MOBILIZATION	1	LS (Lump Sum)	\$9,000.00	\$9,000.00	21
2025-701-001	0330-0105	GENERAL EXCAVATION	1200	CUYD	\$22.50	\$27,000.00	21

**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*

2025-701-001	0330-0126	STONE EMBANKMENT	2750	CUYD	\$60.00	\$165,000.00	21
2025-701-001	0596-A002000A	RETAINING WALL, MSE	-1	LS	\$40,000.00	(\$40,000.00)	21

---

Estimated Net Cost Effect of the Agreement on the Contract: \$161,000.00

Reason Codes

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

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.

---

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: 10/29/2025

Department: Public Works

Title: PGE Easement

Management Update/Work Session Date: 5/6/2025 Audio/Visual aids

Time Required: 3 minutes Contact: Kent Inman Phone: x4316

Requested Action: Approve and sign the enclosed PGE Anchor Easement

Issue, Description & Background: As part of the Mill Creek Bridge replacement project, PGE has been asked to move an existing pole to a new location. The new location requires PGE facilities to be placed outside of the existing right-of-way of Mill Creek Road on a county owned piece of property.

Financial Impacts: None.

Impacts to Department & External Agencies: None.

List of attachments: PGE Anchor Easement

Presenter: Kent Inman

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2025.10.14 19:24:35 -07'00'



*After Recording Please Return To:*  
Portland General Electric Company  
Attn: Property Rights  
121 SW Salmon Street, 1WTC1302  
Portland, Oregon 97204-9951

Grantor's Mailing Address:  
Marion County  
PO Box 14500  
Salem, OR 97309

---

(Space above this line for Recorder's use)

Grantor: **Marion County**  
Grantee: **Portland General Electric Company**  
APN/APN2: **082W340000400 / 531146**

### **PGE ANCHOR EASEMENT**

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by **MARION COUNTY**, a political subdivision of the State of Oregon (“**Grantor**”) hereby grants, conveys and warrants to **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, and its successors and assigns (“**Grantee**”), a nonexclusive, perpetual easement and right-of-way (the “**Easement**”) over, under, upon, through and across the real property situated in Marion County, Oregon as further described in Exhibit “A” attached hereto (the “**Property**”).

The Easement affects a strip of land Fifteen feet (15’) in width (the “**Easement Area**”), and more particularly described in Exhibit “B” and depicted in Exhibit “C” attached hereto. As used herein, the term “**Systems**” shall include anchors and variable number of guy wires and appurtenances thereto to support electric line structures and poles and all uses directly and indirectly necessary thereto for the purpose of transmission, distribution, and sale of electricity and communication.

**Grantee’s Rights.** Grantee shall have the right to enter upon and use the Easement Area to plan, survey, construct, inspect, operate, maintain, repair, replace, improve, relocate, and remove one or more Systems and the right to derive income therefrom, together with all rights, uses, and privileges directly or indirectly necessary or convenient for the full enjoyment, use, and exercise of Grantee’s rights under the Easement, doing all such acts or things on the Easement Area, and all works necessary or appurtenances ancillary. Grantee shall have the right to cut away and keep clear, prevent the construction or placement, remove, level, and/or dispose of all obstructions, structures, natural features, trees, vegetation and/or undergrowth, on, under, along or above the Easement Area (although Grantee may leave any of the foregoing on the Easement Area), which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient use, enjoyment, or exercise of Grantee’s rights under the Easement or which is necessary for the protection from fire, natural disaster, terrorism, theft, vandalism, and other similar

hazards. No right of Grantee hereunder shall lapse or be waived in the event Grantee fails to use the Easement, or any portion thereof, on a continuous basis.

**Grantor's Use.** Grantor shall have the right to use the Easement Area for all purposes, provided that such use is not deemed by Grantee to interfere with the use, enjoyment, or exercise by Grantee of any rights under the Easement. If Grantee is required to modify the Easement or relocate the Easement Area or Systems because of any Grantor use of and/or condition of the Property, the cost associated with such relocation or modification shall be the responsibility of Grantor. Notwithstanding the rights granted to Grantee hereunder, above-ground maintenance of the Property subject to this Easement (excluding the Systems) shall be the responsibility and at the expense of Grantor, including, but not limited to, irrigation, grass mowing, and vegetation and erosion control.

**Grantor Representations and Warranties.** Grantor represents, covenants, and warrants to Grantee that Grantor is lawfully seized in fee simple title to the Property; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee's rights hereunder whatsoever; and that the execution and performance of this Easement by Grantor is duly authorized.

**Required Actions/Necessary Documents.** Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action and shall sign all necessary documentation to enable Grantee the full use, enjoyment and benefit of this Easement. **Each of the foregoing shall be without further compensation to Grantor.**

**Liabilities.** In no event shall Grantor or Grantee be liable to one another or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related hereto howsoever caused.

**Applicable Law/Costs and Attorney Fees.** This Easement shall be interpreted, construed and enforced in accordance with the law of the State of Oregon with venue for any action being in the County where the Property is located. In the event that either party institutes any suit or action to enforce any right under this Easement the prevailing party shall be entitled to all reasonable costs and attorney's fees incurred in enforcing such rights. Such sums shall be in addition to all other sums provided by law.

**Repair.** Grantee will repair any damage Grantee causes to the Property (except as modified to accommodate Grantee's System), and restore as nearly as practicable to its condition immediately preceding Grantee's entry upon completion of Grantee's activities on the Property, excepting normal wear and tear and changes in the condition caused by Grantor or persons or entities other than Grantee, its agents or contractors, or as a result of Grantor's negligence. Notwithstanding the foregoing, Grantee shall not be liable for damage to, nor shall it be obligated to repair or replace, any structures, buildings, or any other articles whatsoever, which are constructed, installed, or otherwise existing within the Easement Area in violation of the terms of this Easement.

**Entire Agreement.** This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between Grantee and Grantor relative to the Easement. This Easement may be altered and/or revoked only by an instrument in writing signed by both Grantee and Grantor. Grantee and Grantor hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement are superseded by this instrument. The consideration acknowledged herein is accepted by Grantor as full compensation for all rights granted Grantee pursuant hereto, and for all current and future damages, injuries, and loss of value incidental to or in any way associated with the Property and/or the Easement. This Easement may be executed in counterparts, and such counterparts together shall constitute but one original of the Easement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it. As used herein and where the context so requires, the singular includes the plural and all



## EXHIBIT A

Beginning at the quarter Section corner between Sections 27 and 34 in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, State of Oregon; thence West to the center line of Mill Creek; thence Southerly and Easterly along the centerline of said Mill Creek to the North and South legal division line of said Section 34; thence North along said legal division line to the place of beginning.

SAVE AND EXCEPT that portion lying in County Road No. 928 and Market Road No. 28.

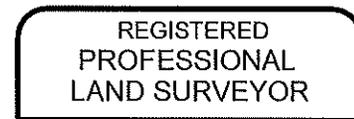
**EXHIBIT B**

A strip of land 15.00 feet in width, lying 7.50 feet on each side of the following described centerline:

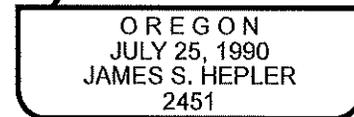
Beginning at a point that is 49.19 feet South 15°11'13" West from the quarter corner common to Sections 27 and 34 in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, which point also bears South 4°05'06" West 5.00 feet from the southerly guy anchor for PGE Pole No. 63, and running thence North 4°05'06" East 15.43 feet to PGE Pole No. 63; thence N89°23'24" W, parallel with the center line of Marion County Market Road 28, a distance of 25.00 feet to the terminus of said centerline.

SAVE AND EXCEPT that portion lying within said Market Road 28

Bearings for this description are grid, Oregon Coordinate Reference System, Salem Zone, NAD 1983 (2011), Epoch 2010.00



*James S. Hepler*



EXPIRES: 6-30-2027

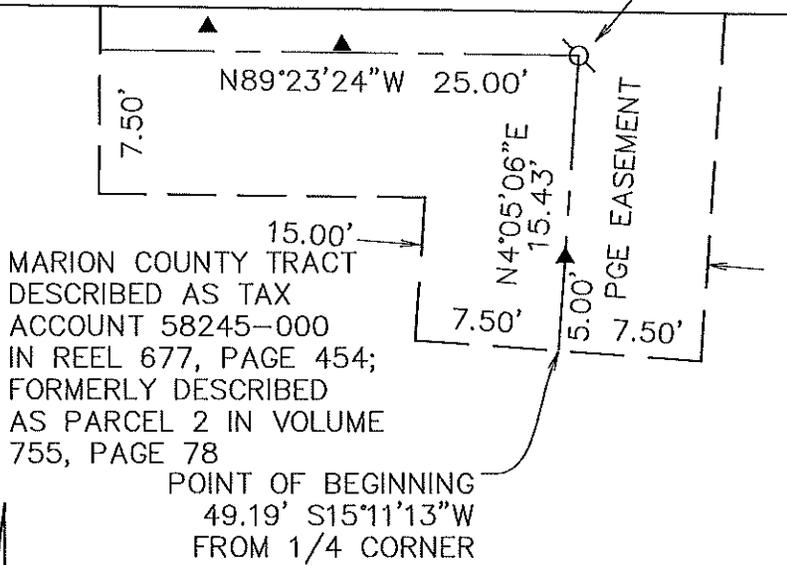
EXHIBIT C

1/4 CORNER  
SECTIONS 27 AND 34  
3" Brass Disk  
AS LOCATED IN  
MCSR 39636

MILL CREEK ROAD  
MARKET ROAD 28

(30')

PGE POLE 63



MARION COUNTY TRACT  
DESCRIBED AS TAX  
ACCOUNT 58245-000  
IN REEL 677, PAGE 454;  
FORMERLY DESCRIBED  
AS PARCEL 2 IN VOLUME  
755, PAGE 78

POINT OF BEGINNING  
49.19' S15°11'13\"W  
FROM 1/4 CORNER

LEGEND

- = GOVERNMENT CORNER
- ⊗ = PGE POLE No. 63
- ▲ = GUY ANCHOR

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

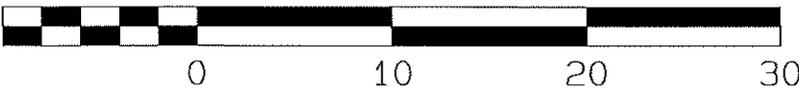
*James S. Hepler*

OREGON  
JULY 25, 1990  
JAMES S. HEPLER  
02451

SCALE: 1" = 10'

GRAPHIC SCALE

1" = 10'



EXPIRES: 6-30-2027

EXHIBIT MAP  
PGE EASEMENT OVER A PORTION OF PARCEL 2 IN  
VOLUME 755, PAGE 78 IN MARION COUNTY DEED  
RECORDS. SITUATED IN THE SOUTHEAST QUARTER OF  
SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 WEST,  
WILLAMETTE MERIDIAN, MARION COUNTY, OREGON

DATE: JUNE 24, 2025

DRAWN BY: JSH

CHECK BY: JSH

MARION COUNTY  
SURVEYOR'S OFFICE  
5155 SILVERTON ROAD  
SALEM, OR 97305



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/29/25

Department: Public Works

Title: Security Services at Various Marion County Parks

Management Update/Work Session Date: 10/14/2025 Audio/Visual aids [ ]

Time Required: 5 min Contact: Kevin Thompson Phone: 503-566-4158

Requested Action: Approve Contract PW-6857-25 with Prostar Security, Inc. in the amount of \$125,000.00 to provide security services in Marion County Parks for a term of three (3) years.

Issue, Description & Background: Our current contract for year-round security services for the daily opening and closing of gates at various Marion County parks, including Aumsville, Bonesteele, Spong's Landing, Scotts Mills, Joryville and Parkdale is expiring. Prostar Security, Inc. was selected to provide these services through a competitive Request for Proposal process.

Financial Impacts: Contract value of \$125,000 over 3 years to be paid by the Parks Fund.

Impacts to Department & External Agencies: Daily opening and closing of gates at these parks will help provide a safe environment for visitor and reduce after-hour vandalism and misuse of park resources.

List of attachments: Contract for Services PW-6857-25

Presenter: Kevin Thompson

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2025.10.06 12:10:28 -07'00'

# Contract Review Sheet

Contract for Services

**PW-6857-25**

Title: Security Services at Various Marion County Parks

Contractor's Name: Prostar Security, Inc.

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: Execution

Expires: October 31, 2028

Original Contract Amount: \$ 125,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 125,000.00

Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# PW1685-25

Description of Services or Grant Award

Security Services at Various Marion County Parks

Desired BOC Session Date: 10/29/2025

Contract should be in DocuSign by: 10/8/2025

Agenda Planning Date: 10/16/2025

Printed packets due in Finance: 10/14/2025

Management Update: 10/14/2025

BOC upload / Board Session email: 10/15/2025

BOC Session Presenter(s) Kevin Thompson

Code: Y

## REQUIRED APPROVALS

DocuSigned by:

10/10/2025

Finance - Contracts

Date

Contract Specialist

Date

Signed by:

10/13/2025

Legal Counsel

Date

Chief Administrative Officer

Date

**MARION COUNTY  
CONTRACT FOR SERVICES  
PW-6857-25**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Prostar Security LLC, a Limited Liability Company hereinafter called Contractor.

**RECITALS**

WHEREAS, this Contract is established pursuant to ORS 279B.060 and MCPCR 20.0260 and

WHEREAS, County issued Request for Proposal 20-0260 for Security Service at Various Marion County Parks on August 4, 2025

WHEREAS, Prostar Security submitted a proposal in response to PW1685-25 on August 18, 2025, which was determined to be responsive

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Intent of Award to Prostar Security on October 3, 2025

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

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

**1. TERM**

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **October 31, 2028**.

**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 Contractor under this Contract, which includes any allowable expenses, is **\$125,000.00**. 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 Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with [Appendix II to Title 2, Part 200](#) of the Code of Federal Regulations.

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

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

**4. COMPLIANCE WITH STATUTES AND RULES**

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

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

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

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

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State’s setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.

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
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

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

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

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

**25. NOTICE**

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

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

To Contractor:  
Firestorm Security Inc.  
[kyleprostar@yahoo.com](mailto:kyleprostar@yahoo.com)  
2153 Davcor St SE  
Salem, OR, 97302

To County  
Contracts and Procurement Manager  
[PO\\_Contracts@co.marion.or.us](mailto: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. 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 August 26,2025 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 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:  
Brian Nicholas  
9793BA7ACD80443... 10/10/2025  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: Signed by:  
Scott Norris  
69C98A6F708240B... 10/13/2025  
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:  
[Signature]  
A3538E7AEC704F4... 10/10/2025  
Marion County Contracts & Procurement Date

**PROSTAR SECURITY LLC SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Date

Title: \_\_\_\_\_

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF SERVICES**

Contractor shall perform Services as described below.

A. GENERAL INFORMATION. The County, through its Public Works Department, operates and maintains 18 developed and four undeveloped parks within Marion County. At this time, five of those parks must be opened and closed, and their gates unlocked and locked, daily. The location of the Marion County Parks can be seen on the [Marion County Parks Website](#).

B. LOCATIONS:

Contractor shall provide the services listed below in Section 1.C at the following locations.

- i. Aumsville Ponds Park
- ii. Bonesteele Park
- iii. Spong's Landing Park
- iv. Scotts Mills Park
- v. Joryville Park
- vi. Parkdale Park

C. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE

- i. Gates must be opened daily no later than sunrise but no earlier than one hour before sunrise.
- ii. Gates must be closed and secured no earlier than sunset but no later than one hour after sunset. The parks shall be cleared of visitors at closing. All reasonable steps shall be taken to avoid locking vehicles inside the park.
- iii. Services must be provided seven days per week, year-round, including all holidays and weekends, unless otherwise directed by the County.
- iv. Provide logs showing the date and time of completion of each task, as well as documenting any incidents that occur during the performance of the task.
- v. Promptly notify the appropriate emergency services, if needed, during the performance of this 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 **\$125,000.00**

A. METHOD OF PAYMENT FOR SERVICES: County shall pay Contractor \$650.00 per month for each of the following park locations listed in Section 1.B; Aumsville Ponds Park (i), Bonesteele Park (ii), Spong's Landing Park (iii), Joryville Park (v), Parkdale Park (vi) and \$950.00 for the following

park location listed in Section 1.B; Scotts Mills Park (iv) of this Exhibit A, for a monthly total of \$4,200.00.

- B. **BASIS OF PAYMENT FOR SERVICES.** The County shall monthly payments for completed Services. County shall pay Contractor monthly payments upon County's approval of Contractor's invoice submitted to County for completed Services, but only after County has determined that Contractor has completed, and County has accepted the completed Services.
- C. **EXPENSE REIMBURSEMENT.** No 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 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**  
**Attn: Parks Program Supervisor**  
**5155 Silverton Rd NE**  
**Salem, OR 97305**



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

29

Meeting date: October 22, 2025

Department: Public Works

Title:

Consider accepting appeal of Hearings Officer decision approving Partition/Variance (P/V) 25-013/Francisco Villalobos

Management Update/Work Session Date: N/A

Audio/Visual aids

Time Required: 5 min

Contact: Austin Barnes

Phone: 503-566-4174

Requested Action:

Staff recommended motion: Deny the appeal of Hearings Officer's decision approving Partition/Variance 25-013/Francisco Villalobos.  
Other motion options for consideration are:  
1. Accept the appeal.  
2. Remand the matter back to the hearings officer.

Issue, Description & Background:

Partition/Variance 25-013 was for a partition an 8-acre parcel into three parcels consisting of 4-acres, 2-acres, and 2-acres, and for a variance to allow six dwellings to be accessed off a private easement in an Acreage Residential zone located at 2628 Happy Valley Way SE. The Planning Director approved the application which was subsequently appealed. On August 7, 2025, the Hearings Officer held a hearing with an open record period and issued a decision on September 9, 2025, approving the request. Applicants appealed the Hearings Officer's decision on September 24, 2025. Staff recommends the Board deny the appeal, appellants have submitted no new evidence or information and are not asking the board to make a policy decision or interpretation of code.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments:

Appeal, Hearings Officer Decision

Presenter:

Austin Barnes

Department Head Signature:

for Braden Resch

RECEIVED

September 24, 2025

25 SEP 24 P2:56

VIA HAND DELIVERY

Marion County Board of Commissioners  
c/o Marion County Clerk  
555 Court St NE, 2<sup>nd</sup> Floor  
Salem OR 97301

DELL BOWLES  
MARION COUNTY CLERK

Re: Appeal of Hearings Officer's Land Use Decision (PV 25-013)

Dear Members of the Board of Commissioners:

The undersigned is the appellant and is asking the Board of Commissioners to accept this appeal and to reverse the September 9, 2025, ORDER of the Hearings Officer in case number P/V 25-013 (attached). The applicant in that case had purchased four acres of vacant land from the adjacent land owner to his west with the knowledge that MCC 17.110.800 prohibited him from placing dwellings on the acres so purchased. That prohibition limits to four the maximum number of dwellings that may be served by a private drive (easement), and the applicable easement already serves four dwellings. The applicant desires a variance of 17.110.800 seeking to allow for two additional dwellings to be served by the easement. The applicant's four acres are adjacent to and east of Appellant's property, and the easement is on the north end of Appellant's property. The Planning Director allowed the variance, which has been approved by the hearings officer.

Appellant challenges the hearings officer's ruling, arguing that:

1. The director does not have the power to consider a variance of MCC 17.110.800. (Appellant believes that this may be a matter of first impression for the Board.)
2. If the director does have such power, the applicant has not satisfied all of the required criteria for granting a variance under MCC 17.122.020.

## **POWER TO GRANT VARIANCES**

"17.122.010 Power to grant variances. Subject to the restrictions and provisions contained in this title, the director, planning commission, hearings officer or board shall have the power to vary or modify the strict application of any of the standards of this title in any case where such strict application would result in practical difficulties or unnecessary hardships with reference to requirements governing: lot area, lot width, percentage of lot coverage and number of dwelling units or structures permitted on a lot, height of structures, location, yards, signs, parking and loading space, vision clearance and other standards when limits for an adjustment in MCC 17.116.030 are exceeded. Variances to allow uses or new uses not otherwise allowed are prohibited. Variances to criteria and definitions are also prohibited."

At the August 7, 2025, hearing before the hearings officer, Department staff opined that the power to vary the rule limiting the number of dwellings per easement to four stems from the language “number of dwelling units” contained in 17.122.010. And in his 8/12/25 Response Mr. Bickell on behalf of the applicant emphasized the words “number of dwelling units” in attempting to support the director’s power to vary the limit with regard to the number of dwellings per easement.

Neither 17.110.800 nor its subject matter, limiting the maximum number of dwellings that may be served by an easement to four, is listed in 17.122.010 as a standard that may be varied, which is not disputed by the applicant or the department. But despite that fact, the hearings officer concluded: “It is the determination of the hearings officer that the policy and practice of the County is reasonable and supported by the provisions of MCC 17.122.010 to allow a variance for more than four dwellings to be served by a private road.”

In support of her determination, the hearings officer stated that there are a number of prior cases wherein a variance regarding the number of dwellings per easement limit was allowed. Appellant responds however, that those matters dealt only with whether the criteria for variance had been met, and it does not appear to the appellant that the question of whether the power to do so was ever raised or addressed.

When acknowledging the fact that neither 17.110.800 nor its subject matter is listed in 17.122.010, the hearings officer stated that although the inclusion of many standards may mean that all others are excluded (*expressio unius est exclusio alterius*), such a presumption may need to yield to context. She wrote that if the inclusion of terms is illustrative or there is “catch all” language like “and other” and “otherwise”, then the argument that the list is intended to be exhaustive may be defeated. Appellant agrees with that analysis but argues in response that if that maxim means anything in this case it results in the very clear conclusion that the list is indeed exhaustive because there is nothing in 17.122.010 to suggest that it is merely illustrative, nor is there language that is “catch all” such as “and other” or “otherwise”.

The hearings officer then pointed to the phrase “any of the standards of this title” in 17.122.010 as even broader than a “catch all” phrase. Appellant argues that in doing so the hearings officer totally ignored the limiting and defining following language [bold emphasis added]: “**with reference to requirements governing: lot area, lot width, percentage of lot coverage and number of dwelling units or structures permitted on a lot, height of structures, location, yards, signs, parking and loading space, vision clearance and other standards when limits for an adjustment in MCC 17.116.030 are exceeded.**”

On page 9 of the ORDER, in the first paragraph of item #12, the hearings officer set out a portion of 17.122.010 with the following: “percentage of lot coverage, and number of dwelling units or structures permitted on a lot”. In doing so she mistakenly inserted a comma after the word “coverage”. A comma in that position might suggest to some that “percentage of lot coverage” is separate and distinct from “and number of dwelling units or structures permitted on at lot”. **However the rule contains no such comma**, and indeed, matters relating percentage of lot coverage **and** number of dwellings units or structures permitted are often interrelated and complex. Thus, any attempt to justify a variance of the four dwellings per easement limitation with the isolated and out of context “number of dwelling units” language is misplaced.

(Note also that in the same paragraph purporting to set out the language of 17.122.010 the following language was omitted by the hearings officer: “height of structures, location, yards, signs, parking and loading space, vision clearance and other”. These are among the entire list of limiting and defining factors with regard to standards that may be varied.)

When he purchased the vacant land the applicant was not allowed to use it for dwellings because of the four dwellings per easement limitation. Thus if he had requested a variance to increase the number of dwellings from zero to one on each lot, his request would logically be denied because of the four dwellings per easement rule.

Furthermore, if successful, and whether seeking a variance of 17.110.800 as in this case, or whether the applicant had requested an increase of number of dwellings, the “use” of that vacant land would be changed from zero dwellings per lot to one dwelling per lot. However, 17.122.010 also includes the language: “Variances to allow uses or new uses not otherwise allowed are prohibited.” The “use” of the four acres at the time of the applicant’s purchase did not include dwellings. Accordingly, the correct result in either case is: denial.

Department staff also testified at the hearing that the “other standards” language in 17.122.010 supports the position that the director has the power to vary the four dwellings per easement rule. Appellant responds that the “other standards” language in 17.122.010 is clearly limited to “when limits for an adjustment in MCC 17.116.030 are exceeded”. The adjustments that are allowed under MCC 17.116.030 do not include increasing the number of dwellings per easement rule beyond four.

In his application the applicant said that it has been proposed to the Department of Public Works that the limit of four dwellings per easement be increased. Obviously no such proposal has been implemented – nor has the “Power to grant variances” rule been amended to allow for variance of the number of dwellings per easement. Stuck with the existing rules, the department has dictated, albeit out of whole cloth, that 17.122.010 includes the power to vary 17.110.800. This is the equivalent of a legislative act by the director which is prohibited.

If the power to vary this piece of legislation exists, then it would appear that the director has the power to vary any standard, and there would be no reason for the legislatively listed limiting and defining factors in 17.122.010.

The board is urged to conclude and hold specifically that based upon a plain reading of 17.122.010, the standard of not more than four dwellings per easement is not subject to variance.

### **CRITERIA FOR GRANTING A VARIANCE UNDER MCC 17.122.020**

When testifying at the hearing, department staff stated that the department is concerned with safety when considering the variance criteria spelled out in 17.122.020. He further stated that the existing intersection (Burton Place easement, Imig driveway, Drzal driveway, Happy Valley driveway) amounts to a private drive off of another private drive, **which the county no longer permits**. Yet by allowing two more dwellings, there will be two more private drives that are off of a private drive that is off of another private drive!

The criteria require that the problems presented by the applicant are “unnecessary, unreasonable hardships or practical difficulties which can be relieved only by modifying the literal requirements of this title”. First, just as the appellant knew of the limitations dealing with the number of dwellings per easement when purchasing his property in 1987, the applicant knew of such limitations when he purchased his property and when he purchased the additional 4 acres. Appellant argues that knowingly creating and/or accepting conditions and then crying “hardships”, “unreasonable”, and “unnecessary” in regard to those conditions - and then seeking a bailout from the county, is not the scenario that the legislatively created criteria intend.

Finally, a variance to 17.110.800 is not the **only** way to resolve the self-imposed problem presented by the applicant. Back in 2001 the property owners at the other (west) end of Burton Place SE and the county got together, upon the application of the owners, and resolved a virtually identical problem (See Notice of Decision Subdivision 01-5; and site plan submitted in this case by the applicant). That event is not disputed by the applicant.

Marion County Board of Commissioners  
Appeal of Hearings Officer Order P/V 25-013  
September 24, 2025  
Page 5

There is no evidence that the applicant has made similar attempts to resolve his concerns. Appellant does not know whether the applicant has approached other property owners, but he has not approached the appellant about it. The applicant and the department acknowledge the possibility of taking such a similar approach as an alternative to a variance, but without presenting any evidence of exploring it, they simply offer conclusions with phrases like, “[this variance] is the best alternative for all of the individual property owners”, and that it is “more feasible to bolster the easement”.

Although the criteria do not explicitly allow for “feasibility” to be considered in the context of “only”, perhaps it must be implicitly considered if it is shown that, in fact, the alternative is virtually impossible and therefore out of the question. However, a similar problem was successfully resolved by the property owners and county in 2001, and the applicant has made no attempt whatsoever to work with other property owners and the county to resolve his problem in a similar fashion. In conclusion, the applicant has not satisfied the **only** requirement.

Respectfully submitted,



Victor C Pagel  
(OSB 69135 Retired Status)  
7826 Burton Place SE  
Salem OR 97317  
503-559-3103  
vicpagel@wvi.com

P.S. Although the director’s Decision and the hearings officer’s Order at times reference “five dwellings” per easement, the applicant has requested six and Order allows six.

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of ) Case No. P / V 25-013  
 )  
FRANCISCO VILLALOBOS ) **PARTITION / VARIANCE**

**ORDER**

**I. Nature of the Application**

This matter comes before the Marion County Hearings Officer on the Application of Francisco Villalobos to partition an 8-acre parcel into three parcels consisting of 4-acres, 2-acres, and 2-acres and a variance to MCC 17.110.800 to allow five dwellings to be served off a private easement in an AR (Acreage Residential) zone located at 2628 Happy Valley Way SE, Salem.

**II. Relevant Criteria**

The standards and criteria relevant to this application are found in the Marion County Rural Code, Marion County Code (MCC) Chapter 17, particularly Chapter 17.128 (Acreage Residential Zone), Chapter 17.122 (Variances), and Chapter 17.110.800 (Dwellings and all other buildings to be accessible to a public street).

**III. Public Hearing**

A public hearing was held on this matter on August 7, 2025. At the hearing, the Planning Division file was made a part of the record. The following persons appeared at the hearing and provided testimony and/or argument on the Application:

- |    |                |                                 |
|----|----------------|---------------------------------|
| 1. | Austin Barnes  | Marion County Planning Division |
| 2. | Norman Bickell | Applicant Representative        |
| 3. | Victor Pagel   | Appellant / Opponent            |

No objections were made to notice, jurisdiction, or conflict of interest. The following exhibits were presented at the hearing, and included in the record:

- |            |                                   |
|------------|-----------------------------------|
| Exhibit 1: | Map 08 2W 02C                     |
| Exhibit 2: | Written Statement of Victor Pagel |

An open record period was requested by Applicant and Appellant pursuant to ORS 197.797 and MCC 16.44.100. Applicant provided his first open-record submission to Planning on August 12, 2025. However, because of an email address error, Mr. Pagel did not receive the submission until Monday, April 18, 2025. Mr. Pagel therefore requested until Monday, August 25, 2025 to provide a second open-record submission, and the Applicant was granted until September 2, 2025 for a final submission to allow for the Labor Day holiday on September 1, 2025.

The following submissions were entered into the record:

- Open Record Period 1: Response to Appellant Letter Opposing the Granting of a Variance/Partitioning on Applicant's Property from Norman Bickell for Francesco Villalobos
- Open Record Period 2: Submission of Victor Pagel
- Open Record Period 3: Final Submission from Norman Bickell on behalf of Applicant

#### **IV. Executive Summary**

Applicant seeks to partition an 8-acre parcel into three parcels consisting of 4-acres, 2-acres, and 2-acres and a variance to allow five dwellings to be served off a private easement in an AR (Acreage Residential) zone. Marion County Planning Division approved the application, and the decision was appealed by an adjacent property owner.

The Notice of Appeal challenges whether MCC 17.122.010 authorizes a variance of the number of dwellings to be served by an easement. If such authority exists, Appellant also challenges whether Applicant meets the variance criteria.

Marion County Planning has interpreted MCC 17.122.010 to allow a variance, and variances to the number of dwellings allowed off a private drive were granted in V 22-004 (after a public hearing), V 06-007, and V 06-002. MCC 17.122.010 includes language that provides authority for the hearings officer (or director, planning commission or Board) to allow a variance for a "any of the standards of this title" (not uses). A "standard of this title" is the access standard. The four-dwelling limit on a private drive is a standard stated at MCC 17.110.800. As a standard, the four-dwelling limit can be varied if the variance criteria are satisfied.

Further, the AR zone has a limitation on the amount of land available for development, and the allowance of a variance to reach density allowed in the zone will accomplish efficient use of the land in the AR zone and is critical to reduce the pressure for expanding the zone into adjacent resource zones.

Upon presentation of the evidence and review of the record, the Hearings Officer determines that the proposed partitioning and variance complies with the criteria in the AR zone and Applicant has met his burden of proving the applicable standards and criteria for **APPROVAL** subject to conditions.

#### **V. Findings of Fact**

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

PARTITION / VARIANCE 25-013

Francisco Villalobos

Page 2

1. The property is designated Rural Residential in the Marion County Comprehensive Plan. The purpose of this designation and the corresponding AR (Acreage Residential) zone is to allow creation of acreage homesites at a density that maintains the character and environmental quality of rural residential areas.
2. The subject property is located at the end of Happy Valley Way SE, approximately 450 feet south of its intersection with Burton Pl SE. The property contains one dwelling and a few accessory structures in the northeast corner. South of the dwelling contains a dense wooded area. A canal/ditch runs along the southwest property line.

The subject property was first created as Parcel 1 of Partition Case P94-051. The property was then subject of P/PLA23-021, in which tax lot 100 gained acreage from the southern portion of what was once tax lot 200, making tax lot 100 8-acres in size. The subject property is therefore legal for land use purposes.

3. Surrounding uses consist of AR parcels containing acreage homesites.
4. Applicant proposes to divide an 8-acre parcel into three parcels consisting of 4-acres, 2-acres, and 2-acres. The applicant also requests a variance to allow more than four dwellings to be served by a private road, as the roads Burton Pl and Happy Valley Wy already create access to four dwellings.
5. The Marion County Planning Division requested comments from various governmental agencies:

Public Works Land Development and Engineering Permits (LDEP) commented:

Applicant is advised to consult with the local Fire Marshal regarding any plat requirements for depiction of fire easement turnouts and/or turnaround and potential construction of emergency access improvements as triggered by application for building permits.

Marion County Surveyor's Office commented:

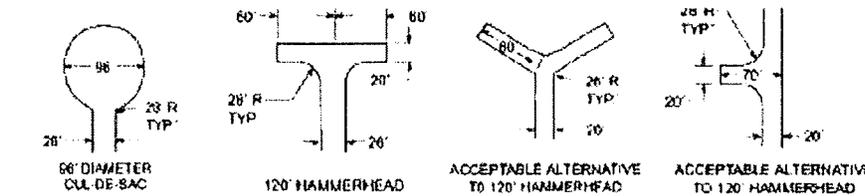
- a. Parcels must be surveyed and monumented.
- b. Per ORS 92.050, plat must be submitted for review.
- c. Checking fee and recording fees required.
- d. A current or updated title report must be submitted at the time of review. Title reports shall be no more than 15 days old at the time of approval of the plat by the Surveyor's Office, which may require additional updated reports.

Marion County Fire District No. 1 commented that the project must meet following code requirements:

- a. Fire-flow requirements for buildings in protected areas without adequate and reliable water systems. The 2017 National Fire Protection Association 1142,

Standard on water supplies for suburban and rural firefighting. 2022 Oregon Fire Code Section B 107. The requirements for firefighting water supplies may be modified as approved by the fire code official where any of the following apply: (2022 OFC 503.1.1 Exception).

- i. Buildings are equipped throughout with an approved automatic fire sprinkler system (the approval of this alternate method of construction shall be accomplished in accordance with the provisions of ORS 455.610(5).
  - ii. There are not more than two Group R-3 or Group U occupancies.
- b. Fire Safety During Construction: Approved fire department access road, required water supply, fire hydrants, and safety precautions shall be installed and serviceable prior to and during the time of construction. 2022 Oregon Fire Code Chapter 33.
- c. Turnouts: When a fire apparatus access road exceeds 400' feet in length, turnouts 10' feet wide and 30' feet long shall be provided in addition to the required road width and shall be placed no more than 400' feet apart, unless otherwise approved by the fire code official. These distances may be adjusted based on visibility and sight distances. (OFC Chapter 5)
- d. Turning radius: The inside turning radius and outside turning radius shall be not less than 28 feet and 48 feet respectively, measured from the same center point. (2022 OFC 503.2.4 & Appendix D)
- e. Fire apparatus road distance from buildings and turnarounds: Access roads shall be within 150' of all portions of the exterior wall of the building as measured by and approve route around the exterior of the building. An approved turnaround is required if the remaining distance to an approve intersection roadway, as measured along the fire apparatus access road, is greater than 150'. 2022 Oregon Fire Code 503.1.1
- f. Dead End Roads: Dead end fire apparatus access roads in excess of 150' feet in length shall be provided with an approved turnaround. Diagrams of approved turnarounds are shown below: (OFC 503.2.5)



- g. Fire Apparatus Access Road Width and Vertical Clearance: Fire apparatus access roads shall have an unobstructed driving surface width of not less than 20 feet; 26 feet adjacent to fire hydrants 2014 Oregon Fire Code (OFC) Appendix D 103.1 and an unobstructed vertical clearance of not less than 13 feet 6 inches. 2022 Oregon Fire Code Section 503.2.1 and Appendix D103.1
- h. No parking signs: Where fire apparatus roadways are not of sufficient width to accommodate parked vehicles and 20 feet of unobstructed driving surface, “No Parking” signs shall be installed on one or both sides of the roadway and in turnarounds as needed. Roads 26 feet wide or less shall be posted on both sides as a fire lane. Roads more than 26 feet wide to 32 feet wide shall be posted on one side as a fire lane. Signs shall read “NO PARKING – FIRE LANE” and shall be installed with a clear space above grade level of 7 feet. Signs shall be 12 inches wide by 18 inches high and shall have red letters on a reflective white background. 2022 OFC D103.6-D103.6.2. You may contact the Fire Marshal if you would like code requirement for painted curbs. 2022 OFC 503.3
- i. Premise identification: Buildings shall have address numbers or approved identification placed in a position that is plainly legible and visible from the access road fronting the property. Numbers shall contrast with their background and shall be a minimum of 4 inches height with a minimum stroke width of ½ inch. 2022 OFC 505.
- j. Gates: Gates securing fire apparatus roads shall comply with all the following (2022 OFC D103.5):
  - i. Minimum unobstructed width shall be 16 feet.
  - ii. Gates shall be set back a minimum of 30 feet from the intersecting roadway.
  - iii. Gates shall be of the swinging type or sliding type.
  - iv. Manual operation shall be capable by one person.
  - v. Electric gates shall be equipped with a means for operation for fire department personnel.
  - vi. Locking devices shall be approved

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

Marion County Septic commented: “A site evaluation is required for both proposed 2-acre parcels and an Existing System Evaluation is required on the proposed 4-acre parcel to verify a 10’ setback to property lines and verify there is room for a repair system on the property.”

Marion County Tax Assessor provided information regarding taxes on the subject property.

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

6. Austin Barnes, Marion County Planning Department, testified at the hearing. Mr. Barnes stated that this proposal involves a private drive that is located off a private drive, which was previously allowed by the County but is now longer permitted. Mr. Barnes explained that when Planning is considering a variance to a private road, the significant inquire is whether the road is safe and are there any existing hazards. In this case, based on historic use and road engineering, there are no safety concerns from Planning's perspective. Mr. Barnes noted that the Appellant previously applied to partition as the Applicant has done, and such application was approved. Mr. Barnes further explained that the Appellant's concern about the reduction of his property value based upon the partition and variance is not a criterion under the Marion County Code. Mr. Barnes responded to the Appellant's concern that the variance criteria is not satisfied in noting that no criteria is cited by Appellant. Mr. Barnes stated that in this case, there is no other way to provide access to the parcel, and that if development is permitted, the road safely supports additional traffic. Planning determines that the variance criteria are met.
7. Norman Bickell, Applicant Representative, testified at the hearing. Mr. Bickell testified that he agrees with Planning that this area of Macleay has been partitioned prior to land use planning in 1973, and that there has been redivision over the years. Mr. Bickell does not see that the Appellant would be losing value to his property with approval of the application, but that issue does not have any bearing on whether the criteria is met. Mr. Bickell argues that the criteria are satisfied, and that the hearings officer does have authority to grant a variance to the number of dwellings served under MCC 17.122.020. Mr. Bickell states that there could not be an extension to Burton place because the lots are not owned by the Applicant. Mr. Bickell testified that there are no safety issues associated with the roadway because the road is paved, and the 12-foot width is sufficient for a private road.
8. Victor Pagel, Appellant, testified at the hearing. Mr. Pagel submitted his written comments as Exhibit 2. Mr. Pagel stated that he and his wife, Martha Pagel, deceased bought their property in 1987. Mr. Pagel stated that before the hearings officer can review the criteria, the determination must be made regarding whether MCC 17.122.010 gives the hearings officer the power to grant a variance. Mr. Pagel argues that the hearings office does not have the authority to grant a variance under MCC 17.122.010: the type of variance requested (limitation of the number of dwellings per easement standard) is not permitted. Mr. Pagel states that because MCC 17.122.010 includes specific references (lot area, lot width, percentage of lot coverage and number of dwelling units or structures permitted on a lot, height of structure, location, yards, signs, parking and loading space, vision clearance and other standards), because "number of homes to be served by a private roadway" is not included, it is specifically excluded.

Mr. Pagel testified that the only review criteria on which Planning focused is safety. Mr. Pagel argues that the easement is only a single lane of traffic, and he disputes that there are only two lots without sufficient right of way. Mr. Pagel argues there are alternative to

the variance, including extending Burton Place. Mr. Pagel testified that the County no longer permits the private intersections, and it should similarly not increase use with a variance in this case. Mr. Pagel argues that increased traffic results in a decreased value of his property which has the effect of condemnation.

Victor Pagel testified that his objection is focused on the variance, not the partition.

9. On August 12, 2025, Applicant's First Open Record Submittal was received. Applicant's submission addressed the questions presented by Appellant: (1) Whether the hearings officer has the authority to grant a variance; (2) Whether the criteria in MCC 17.122.020 is met; (3) Whether the 10.5 feet paved roadway is sufficient for vehicular traffic; (4) Whether other property owners were approached to extend public right of way; and (5) Whether the easement concerns raised by applicant are sufficient to limit additional use of the easement.

Applicant argues that the power to grant variances arises in MCC 17.122 language allowing a variance with respect to the "number of dwelling units" when "limits for an adjustment" in 17.116.030 are exceeded." Marion County Planning determined, based on policy and interpretation, that the number of dwelling units that are limited off a private easement is a variable standard.

Applicant's continued position is that the criteria of MCC 17.122.020 is satisfied.

Applicant agrees to add two additional feet of gravel to the existing 10.5 feet paved roadway to verify the easement is an all-weather surface with a minimum of 12 feet.

Applicant argues that he has no right to provide for a public street extension of Burton Place SE, and that such provision is cost-prohibited. Also, Applicant has frontage on the easement.

Applicant argues that Appellant's easement concerns are shared with any easement, and that the concerns would be in place regardless of the number of dwelling units served by the easement.

10. On August 25, 2025, the Appellant submitted his supplemental comments in opposition to the variance requested in P V 25-013. Appellant argues that MCC 17.122.010 is silent as to the limitation of the number of dwellings per easement standard, yet specific with regard to listing matters about which standards may be varied. Mr. Pagel argues that a legislative act is required to modify MCC 17.110.800 to allow its variance.

Appellant argues that the feasibility of alternate should be further considered, and that safety of the existing access and risks of damage raises a legitimate question about whether the criteria for a variance have been satisfied.

11. On September 2, 2025, the Applicant submitted his final submission. Applicant argues that the number of additional dwellings to be served by the easement is a variable standard, and that the interpretation is consistent with prior County decisions (included for illustrative purposes). Applicant also argues that there are no alternatives to a variance (as suggested by Appellant) because the alternative unreasonably requests that other property owners (not participating in the hearing) to give up an additional 30 feet of their property to accomplish the 60 feet required for a public street (none of which would be the appellant).

## **VI. Additional Findings of Fact and Conclusions of Law**

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

“Preponderance of the evidence” means the greater weight of evidence. It is such evidence that when weighed with that opposed to it, has more convincing force and is more probably true and accurate. If, upon any question in the case, the evidence appears to be equally balanced, or if you cannot say upon which side it weighs heavier, you must resolve that question against the party upon whom the burden of proof rests. (Citation omitted).

2. Applicant must prove, by substantial evidence in the record, it is more likely than not that each criterion is met. If the evidence for any criterion is equal or less, applicants have not met their burden, and the application must be denied. If the evidence for every criterion there's a hair or breath in applicant's favor the burden of proof is met and the application is approved.
3. The Planning Director for Marion County approved the application on June 12, 2025, subject to certain conditions.
4. Victor C. Pagel, an interested party, filed an Appeal of the Planning Division Decision on June 27, 2025. Mr. Pagel filed the appeal on the basis that (1) the government's decision results in a reduction in land value for his property; (2) The partitioning of the land to allow additional dwellings is not authorized; and (3) that the variance criteria necessary to allow more than four dwellings to be served by private easement are not satisfied. The appeal is timely, and a public hearing was scheduled in response to the notice of appeal.

### PARTITION

5. There are no specific approval criteria for partitioning property in the AR zone. MCC 17.128.070 requires a minimum lot size of two acres.

Applicant proposes to develop three lots: two lots with consisting of 2 acres, and a third lot consisting of 4 acres. Each lot will comply with the minimum lot size of the zone. The standard is met.

PARTITION / VARIANCE 25-013

Francisco Villalobos

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Final partitioning may vary from the proposed plan due to topography or surveying. Minor variations are permitted; however, each resulting parcel shall be a minimum of two acres in size.

6. Appellant, Mr. Pagel, challenges the authorization to partition the four (4) acres to allow for more dwellings. However, no specific basis for the lack of authorization under the Marion County Code is stated. Although Mr. Pagel challenges the authorization, his primary objection is directed at the proposed variance rather than the proposed partition.
7. The proposal meets the criteria for partitioning in the AR zone.

#### VARIANCE

8. MCC 17.122.040 permits an application for a variance to be filed by the owner of the property that is the subject of the application. Francisco Villalobos submitted a Bargain and Sale Deed recorded in the Marion County Records at 2024-33823 which indicated Francisco Villalobos is the owner of the subject property. The criterion is met.
9. MCC 17.122.045 requires the variance application to include the signature of the owner of the subject property (or agents otherwise identified in MCC 17.122.040). Francisco Villalobos signed the application for the variance. The criterion is met.
10. The proposed partitioning would serve six (6) dwellings served from a private easement, Happy Valley Way SE. Marion County Code 17.110.800 limits the number of dwellings served by a private road to four (4) dwellings. Applicant seeks a variance to allow two additional dwellings to be served by Happy Valley Way SE. The area of the proposed partitioning does not have direct access to a public roadway.
11. The director, planning commission, hearings officer, or board may permit and authorize a variance when it appears from the application and facts presented that the proposal satisfies the variance criteria listed in MCC 17.122.020(A).
12. MCC 17.122.010 (Power to Grant Variances) provides: Subject to the restrictions and provisions contained in this title, the director, planning commission, hearings officer or board shall have the power to vary or modify the strict application of any of the standards of this title in any case where such strict application would result in practical difficulties or unnecessary hardships with reference to requirements governing: lot area, lot width, percentage of lot coverage, and number of dwelling units or structures permitted on a lot, standards when limits for an adjustment in MCC 17.116.030 are exceeded. Variances to allow uses or new uses not otherwise allowed are prohibited. Variance to criteria and definition are also prohibited.

MCC 17.110.800 (Dwellings and All Other Buildings To Be Accessible to Public Street) provides: Every dwelling shall be situated on a lot having direct access by abutting upon a public street or a pre-existing private driveway of a width not less than 20 feet. A private drive shall not serve more than four dwelling units unless the parcels, on which

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those units are proposed to be placed, were established with the approval of Marion County in accordance with State Law and Marion County ordinances prior to May 1, 1977, or were approved under Chapter 17.121 MCC Planned Development.

Appellant rejects the interpretation and policy implemented by Marion County Planning that a variance can be sought to allow more than four dwellings to be served by a private road. Appellant argues that MCC 17.122.010 is silent as to the limitation of the number of dwellings per easement standard, yet specific with regard to listing matters about which standards may be varied. Appellant argues that a legislative act is required to modify MCC 17.110.800 to allow its variance.

As evidenced by prior orders submitted by Applicant, MCC 17.122.010 has been interpreted to allow a variance to allow more than four dwellings to be served by a private road. In practice, the County has treated requests to serve more than four dwellings on a private road as a variance and evaluated them under MCC 17.122.020 (hardship, unusual circumstances, minimum necessary, no significant adverse effects, intent maintained).

Appellant Pagel advances an *expressio unius est exclusion alterius* argument (the expression of one thing implies the exclusion of others). Courts have treated this maxim as a presumption that yields to context. If the inclusion of terms is illustrative, then the specific expression is not intended to exclude another term. The inclusion of “catch all” language like “and other” and “otherwise” can also defeat the construction that the list is intended to be exhaustive.

MCC 17.122.010 does include language that provides authority for the hearings officer to allow a variance for a “any of the standards of this title.” The language “any of the standards of this title” is even broader than a “catch all” phrase and references a broader category of permissible variances than the non-exhaustive listing in the code.

Further, the AR zone has a limitation on the amount of land available for development, and the allowance of a variance to reach density allowed in the zone is critical to reduce the pressure for expanding the zone into adjacent resource zones.

Applicant provided an assessor’s map of the surrounding area which shows that the area has been repartitioned into smaller lots during the last 20 years, which Applicant argues is a more efficient use of the land in the AR zone. Applicant suggests that approval of the variance will accomplish the infill of the area in an efficient manner.

It is the determination of the hearings officer that the policy and practice of the County is reasonable and supported by the provisions of MCC 17.122.010 to allow a variance for more than four dwellings to be served by a private road.

MCC 17.122.010 gives the county authority to vary “any of the standards of this title” (not uses). A “standard of this title” is access standard. The four-dwelling limit on a

private drive is a standard stated at MCC 17.110.800. As a standard, the four-dwelling limit can be varied if the variance criteria are satisfied.

13. The variance criteria listed in MCC 17.122.020(A) must be met by the Applicant:

1. *There are unnecessary, unreasonable hardships or practical difficulties which can be relieved only by modifying the literal requirements of this title; and*

The only access to the subject property is off Happy Valley Wy SE. There is no direct access to a public roadway. Applicant states that the granting of this variance will effectively utilize this residential land and will keep development from encroaching on nearby resource zones.

Without the variance to MCC 17.110.800, Applicant would not be able to partition and develop the land to the maximum density allowed by the AR zone. The criterion is met.

2. *There are unusual circumstances or conditions applying to the land, buildings, or use referred to in the application, which circumstances or conditions do not apply generally to land, buildings, or uses in the same zone; however, nonconforming land uses or structures in the vicinity or violations of land use regulations or standards on the subject property shall not in themselves constitute such circumstances or conditions; and*

The AR designation for this neighborhood is intended for use with acreage homesites. Marion County approved the partitioning of this land under Partition Plat P 95-059 through land use case P94-051. At the time, due to existing development in the area, there was not an opportunity to expand any public roadway for access to the newly created parcels.

A private roadway, Burton Pl SE, had already been established, eliminating the possibility for a public roadway on Burton Place SE; therefore, Happy Valley Wy SE was created.

This situation presents an unusual circumstance concerning the amount of partitionable land on the subject parcel, which can only be addressed through the granting of a variance. The development goals for the area and the code limiting access to more than four homes are in contradiction, a situation that was established during the original subdivision of the neighborhood. The most reasonable option for development is to permit a variance to MCC 17.110.800. The criterion is met.

3. *The degree of variance from the standard is the minimum necessary to permit development of the property for the proposed use; and*

The proposed use is to allow the creation of three lots, maximizing the rural residential capacity in the AR zone which requires a 2-acre minimum. This degree of variance is the minimum to permit the proposed development. The criterion is met.

4. *The variance will not have a significant adverse effect on property or improvements in the neighborhood of the subject property; and*

The roadway currently serves four lots, each containing a dwelling. This rural area has undergone multiple partitioning efforts over the past 40 years. Therefore, the addition of two homesites off Happy Valley Wy SE appears to align with the development goals of this neighborhood.

Both Burton Pl SE and Happy Valley Wy SE are paved and well-maintained roadways. Additionally, since the uses of the newly created parcels will not be commercial or industrial, the traffic impact on these private roads will be minimal.

The variance will allow the roadways use by two homesites, which should not have a significant or adverse impact. There is no evidence of unreasonable additional noise, traffic, visibility, or other issues that could impact the neighborhood. The criterion is met.

5. *The variance will not have a significant adverse effect upon the health or safety of persons working or residing in the vicinity; and*

Requests for Comments were sent out to various agencies regarding the proposed partition and variance. The Marion County No. 1 Fire District did not indicate any access or safety concerns. Any requirements for fire turnarounds may be placed by the fire district at the time building permits are applied for. Each lot will have to provide evidence of an approved septic system and will have to enter into an access and utility easement agreement for the maintenance of the easement. It appears that the proposed variance to allow six dwellings to be served by Happy Valley Wy SE would not adversely affect public health or safety. The criterion is met.

6. *The variance will maintain the intent and purpose of the provision being varied.*

Appellant argues that because the County no longer permits a private drive off of another private drive as a safety concern, this variance should not be allowed (with the risk of damage and injuries stated in Appellant's August 7 written comments).

Applicant states that the restriction on the number of dwellings that can be served off a private easement was developed with the original adoption of the zoning ordinance. Applicant states that in this case, the number of dwellings being served will increase from 4 to 6 and with agreements for maintenance of the easements in place, there should not be any significant impact to adjoining properties.

Allowing Burton Pl SE and Happy Valley Wy SE to serve two additional dwellings in its current condition would not exceed its capacity. Public Works LDEP did not make any requirements regarding improvements on these roads, insinuating the roadways can handle the newly proposed development. Although concerns about "increased risk of

damage or injury” is noted, there is not sufficient evidence that the variance would result in safety issues or modify the intent and purpose of the provision. The criterion is met.

#### Objection on Constitutional Grounds

14. Appellant Victor Pagel argues that the “effect of this governmental decision is to reduce the value of [his] land, without just compensation to him. Mr. Pagel’s argument essentially claims that approval of this land use application results in a “taking” of his property in violation of the Fifth Amendment to the United States Constitution and Article I, Section 18 of the Oregon Constitution. To succeed with this claim, Mr. Pagel government physically occupies the land, or if the decision requires the dedication of land (e.g. for a road) without a clear nexus and proportionality. See, e.g. *Nollan v. California Coastal Comm’n.*, 483 US 825 (1987) and *Dolan v. City of Tigard*, 512 US 374 (1994).

Mr. Pagel alleges that the value of his land is reduced solely in order to increase the value of Applicant’s land. Mr. Pagel, has a reasonable concern about the easement, but it is a concern about easements in general. There is no indication that use of the roadway by two additional dwellings will cause a measurable loss to Mr. Pagel’s property value.

There is no sufficient evidence to indicate that a variance to allow more than four dwellings to use a private roadway is a taking of Mr. Pagel’s property without a clear nexus or proportionality.

The hearings officer recognizes that Mr. Pagel has raised a constitutional issue in this forum. However, Applicant meets the applicable criteria for a partition and variance under the Marion County Code, and there is no indication that application of the relevant provisions is unconstitutional.

15. Based on the above findings, the proposed partitioning complies with the above criteria and is therefore, **APPROVED**, subject to conditions stated herein which are necessary for the health and safety.

#### **VII. Order**

It is hereby found that Applicant has met his burden of proving the applicable standards and criteria for approval of a variance application. Therefore, the partition and variance application is APPROVED, with the following conditions:

1. Conditions required by the Marion County Surveyor’s Office:
  - a. Parcels must be surveyed and monumented.
  - b. Per ORS 92.050, plat must be submitted for review.
  - c. Checking fee and recording fees required.
  - d. A current or updated title report must be submitted at the time of review. Title reports shall be no more than 15 days old at the time of approval of the plat by the Surveyor’s Office, which may require additional updated reports.

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2. The resulting parcels shall significantly conform to the site plan submitted with the proposal. Minor variations are permitted upon review and approval by the Planning Director. All parcels shall be a minimum of two acres in size.
3. The northernmost 2-acre parcel shall be addressed: 2625 Happy Valley Wy SE.  
The southernmost 2-acre parcel shall be addressed: 2675 Happy Valley Wy SE.  
The parent parcel, the existing 4-acre parcel, shall remain: 2628 Happy Valley Wy SE.  
Addresses will be finalized at the time that building permit applications are reviewed and may change if alterations are made to the property or nearby properties.
4. After the final Partition plat has been recorded no alteration of property lines shall be permitted without first obtaining approval from the Planning Director.

### **VIII. Other Permits**

It is advised that the use of the property proposed in this Application may require additional permits from other local, state or federal agencies the Marion County land use review and approval process does not take the place of or relieve the Applicant of responsibility for acquiring such other permits or satisfy any restrictions or conditions thereon the land use permit approved here and does not remove alter or impair in any way covenants or restrictions imposed on this property by deed or other instrument.

It is recommended that the agencies mentioned in Finding of Fact No. 5 herein be contacted to identify restrictions or necessary permits. Applicant is advised of the following:

- a. Prior to recording the plat, all taxes due must be paid to the Marion County Tax Department (contact the Marion County Tax Department at 503-588-5215 for verification of payments).
- b. The applicant should contact the Marion County No. 1 Fire District to obtain a copy of the District's Recommended Building Access and Premise Identification regulations and the Marion County Fire Code Applications Guide. Fire District access standards may be more restrictive than County standards.
- c. Applicant is advised to check with Marion County Building Inspection for any building or septic requirements.

### **IX. Effective Date**

The application approved herein shall become effective on the 25th day of September, 2025, unless the Marion County Board of Commissioners, on its own motion or by appeal timely filed, is asked to review this order in case of board review, this order shall be stayed and shall be subject to final action as is taken by the board.

## X. Appeal Rights

An appeal of this decision may be taken by anyone aggrieved or affected by this order. An appeal must be filed with the Marion County Clerk (555 Court St. NE, Suite 2130, Salem, OR 97301) by 5:00 p.m. on the 24<sup>th</sup> day of September, 2025. The appeal must be in writing, must be filed in duplicate, must be accompanied by a payment of \$500, and must state wherein this order fails to conform to the provisions of the applicable ordinance. If the Board denies the appeal, \$300 of the appeal fee will be refunded.

DATED this 9<sup>th</sup> day of September, 2025.



---

Jill F. Foster

Marion County Hearings Officer

**CERTIFICATE OF MAILING**

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

Francisco Villalobos  
2628 Happy Valley Way SE  
Salem, OR 97317

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

Norman Bickell  
3322 42<sup>nd</sup> Avenue SE #771  
Salem, OR 97317

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

Victor Pagel  
7826 Burton Place SE  
Salem, OR 97301

Fire District: (via email)  
salemfire@cityofsalem.net

Kathy Cervantes  
2532 Rose Garden St NE  
Salem, OR 97301

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

Area Advisory Committee #3:  
None

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

Roger Kaye  
Friends of Marion County  
P.O. Box 3274  
Salem, OR 97302

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

1000 Friends of Oregon  
133 SW 2nd Ave  
Portland, OR 97204-2597

School District: (via email)  
Fridenmaker\_david@salkeiz.k12.or.us

Pudding River Watershed Council (via email)  
anna@puddingriverwatershed.org  
cleanpuddingriver@gmail.com  
County Agencies Notified:

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

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

State Agencies Notified: (via email)  
Mike.I.mccord@wrđ.state.or.us  
Gregory.j.wacker@oregon.gov

By mailing to them copies thereof. I further certify that said copies were placed in a sealed envelope addressed as noted above, that said copies were deposited in the United States Post Office at Salem, Oregon on the 9<sup>th</sup> day of September, 2025, and that the postage thereon was prepaid.

A handwritten signature in blue ink, appearing to read "Amanda Wilson", written over a horizontal line.

Administrative Assistant to the  
Hearings Officer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: <sup>29</sup> October ~~22~~, 2025

Department: Juvenile

Title: Incoming Funds for Juvenile Crime Prevention Basic and Diversion Services IGA#15430

Management Update/Work Session Date: October 7, 2025 Audio/Visual aids

Time Required: 5 Contact: Troy Gregg Phone: 503-584-4806

Requested Action: Approval of IGA#15430 for incoming state funds in the amount of \$1,994,551.00 starting retroactively on July 1, 2025 if approved.

Issue, Description & Background: Marion County receives a biennium allocation of funding through the Oregon Youth Authority for Juvenile Crime Prevention Basic and Diversion services. This allocation is based upon a formula and distributes legislatively approved funds to all 36 counties. The State and Counties have entered into a partnership to provide effective local services and safely reduce the number of youth that enter into the higher cost State resources. In the Juvenile Justice partnership, Basic funds are provided to Marion County to support basic infrastructure at the local level and reduce the need for commitments to either OYA residential placement or youth correctional facility beds. The Diversion funding is provided to Marion county to implement programs, services, and interventions to divert youth safely from a State youth correctional facility bed.

Financial Impacts: The 25-27 biennium amount for Basic and Diversion Services is \$1,994,551.00

Impacts to Department & External Agencies: These funds partially support the GAP shelter care program which serves as a detention alternative and ninety day stabilization program. Elimination of the funding would increase the number of youth in detention or State residential or correctional facilities which is higher than local shelter care.

List of attachments: Contract review sheet, Request for Contract Approval - Retrocactive, IGA# 15430,

Presenter: Troy Gregg, Director

Department Head Signature:

# Contract Review Sheet

Intergovernmental Agreement

**JV-6843-25**

Title: #15430 JCP Basic and Diversion

Contractor's Name: Oregon Youth Authority

Department: Juvenile Department

Contact: Brianna Sloane

Analyst: Sandra Fixsen

Phone #: (503) 576-4620

Term - Date From: July 1, 2025

Expires: June 30, 2027

Original Contract Amount: \$ 1,994,551.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 1,994,551.00 Amd% 0%

**Incoming Funds**

Federal Funds

Reinstatement

Retroactive

Amendment greater than 25%

Source Selection Method: ORS190 Intergovernmental Agreement

Description of Services or Grant Award

State issued funds for County JCP Basic and Diversion Services.

Desired BOC Session Date: 10/22/2025

Contract should be in DocuSign by: 10/1/2025

Agenda Planning Date: 10/9/2025

Printed packets due in Finance: 10/7/2025

Management Update: 10/7/2025

BOC upload / Board Session email: 10/8/2025

BOC Session Presenter(s) Troy Gregg

Code: Y

## REQUIRED APPROVALS

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_

Contract Specialist \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

**REQUEST FOR AUTHORIZATION OF CONTRACT  
JV-6843-25**

**Date:** September 16, 2025  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Brianna Sloane

**I. Subject:** Retroactive

The Marion County Juvenile Department is requesting approval of a retroactive Agreement with Oregon Youth Authority (OYA) as described in Section 10-0580 of the Marion County Public Contracting Rules. The OYA Agreement #15430 is for Juvenile Crime Prevention (JCP) Basic and Diversion with a value of \$1,994,551.00 and will be effective retroactive to July 1, 2025 upon approval.

**A. BACKGROUND**

This is an incoming funds Intergovernmental Agreement (IGA) that partially supports the Juvenile Department's Guaranteed Attendance Program (GAP) shelter program.

**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:**

The State of Oregon did not have approval of their budgets until the end of June, delaying incoming fund agreements.

**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:**

Budget delays at the State or Oregon are unavoidable but we monitor events and have forms ready for signature to process as quickly as possible once received from the State.

Submitted by:

Reviewed by:

\_\_\_\_\_  
Brianna Sloane  
Juvenile Department

\_\_\_\_\_  
Contracts & Procurement

Acknowledged by:

Acknowledged by:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Jan Fritz, CAO

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit, at 503-373-7371.

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
JUVENILE CRIME PREVENTION BASIC  
SERVICES AND DIVERSION SERVICES**



**Agreement #15430**

This Juvenile Crime Prevention Basic Services and Diversion Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority** ("OYA" or "Agency") and **Marion County**, a political subdivision of the State of Oregon ("County").

WHEREAS, pursuant to ORS 190.110, ORS 420.019 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

- 1. Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2025**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2027**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$1,994,551.00**. Payments shall be in accordance with the requirements in Exhibit E.
- 3. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits  
Exhibit A Definitions  
Exhibit B Terms and Conditions  
Exhibit C Program Requirements  
Exhibit D Provider Requirements  
Exhibit E Funding  
Exhibit F Service Tracking in JJIS  
Exhibit G Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

**COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.**

**AGENCY:** STATE OF OREGON, acting by and through its Oregon Youth Authority

By: See attached signature page Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Susanna Bare, Procurement Manager/DPO

Title: \_\_\_\_\_

Mailing Address: 530 Center St. NE, Suite 500  
Salem, Oregon 97301-3740

Mailing Address: 2960 Center St NE Salem, OR 97301

Facsimile: (503) 373-7921

Facsimile: \_\_\_\_\_

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$250,000.00)

By: Susan Amesbury  
via email Date: 06302025  
Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Template Approved Date: 06272025  
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Riley Dunagan

**SIGNATURE PAGE FOR  
JCP PREVENTION GRANT #15430 - JV-6843-25  
between  
MARION COUNTY and OREGON DEPARTMENT OF EDUCATION**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT A  
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **“Adjudicated youth”** has the meaning set forth in ORS 420.005.
2. **“Administrative Costs”** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
3. **“Agreement”** means this Intergovernmental Agreement between OYA and County.
4. **“Allowable Costs”** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
5. **“Claim”** has the meaning set forth in Section 15 of Exhibit B. As used in Exhibit D, “Claim” has the meaning set forth in Section 1 of Exhibit D.
6. **“Client”** means any individual who receives a Service.
7. **“Close Custody Facility”** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
8. **“Community Programs”** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
9. **“County”** has the meaning set forth in the first paragraph of this Agreement.
10. **“Diversion Funds”** means funds provided under this Agreement for Diversion Services. Diversion Funds are part of the budget of the Oregon Youth Authority.
11. **“Diversion Services”** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of adjudicated youth and, effective January 1, 2026, referred youth, from OYA Close Custody Facilities.
12. **“Evaluation Costs”** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
13. **“JCP Basic Services”** or **“Basic Services”** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth.
14. **“JCP Basic Services Funds”** means funds provided under this Agreement for JCP Basic Services. JCP Basic Services Funds are part of the budget of the Oregon Youth Authority.
15. **“JJIS”** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.

16. **“OYA”** means the Oregon Youth Authority.
17. **“Provider”** has the meaning set forth in Section 5 of Exhibit B.
18. **“Referred youth”** means a person under 18 years of age who is alleged to have committed an act that is a violation, or, if done by an adult would constitute a violation, of a law or ordinance of the United States or a state, county or city.
19. **“Service”** means any service or group of related services delivered as part of Service Plan implementation.
20. **“Service Plan”** means the County’s plan for 2025-2027 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2025-2027 has been developed and approved as described above, the term “Service Plan” has the meaning set forth in Exhibit C, Section 4.
21. **“Supplanting”** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
22. **“Target Population for Basic Services”** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:
  - a. Antisocial behavior;
  - b. Poor family functioning or poor family support;
  - c. Failure in school;
  - d. Substance abuse problems; or
  - e. Negative peer association.
23. **“Target Population for Diversion Services”** for Services provided through December 31, 2025 means adjudicated youth ages 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities. For Services provided on or after January 1, 2026, **“Target Population for Diversion Services”** means referred youth or adjudicated youth ages 12 to 18 years of age, referred or adjudicated (as applicable) for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.
24. The term **“Youth,”** when used without the modifier “adjudicated” or “referred,” includes both adjudicated youth and referred youth.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT B  
TERMS AND CONDITIONS**

**1. Payment and Recovery of Funds**

- a. Payment Generally.** Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.
- b. Payment Requests and Notices.** County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.
- c. Conditions Precedent to Payment.** OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

  - (i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.
  - (ii) No default as described in Section 7 of this Exhibit has occurred.
  - (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.
  - (iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.
  - (v) OYA has received from County and approved the County's Service Plan for the 2025-2027 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 6 on or prior to the date of the payment request.
  - (vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.
- d. Recovery of Funds.** If payments to County by OYA under this Agreement, are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that the payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

  - (i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

- (ii) If the exercise of OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OYA.
- (iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.
- (v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

## 2. Representations and Warranties

### a. County represents and warrants as follows:

- (i) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (ii) **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (iii) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (iv) **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.
- (v) **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

### b. OYA represents and warrants as follows:

- (i) **Organization and Authority.** OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (ii) **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any

provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OYA of this Agreement, other than approval by the Department of Justice if required by law.

- (iii) **Binding Obligation.** This Agreement has been duly executed and delivered by OYA and constitutes a legal, valid and binding obligation of OYA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (iv) **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

- c. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

### 3. Expenditure of Funds

County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

- a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.
- b. County may expend Diversion Services funds and Basic Services funds solely on Diversion Services and Basic Services, respectively.
- c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.
- d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2025 or after the termination date of this Agreement.
- e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

### 4. Expenditure Reports

County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

**5. Provider Contracts**

Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract"). County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

**6. Records Maintenance, Access, and Confidentiality**

- a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.
- c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.
- d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

**7. County Default**

County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

**8. OYA Default**

OYA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

**9. Termination**

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement for Diversion Services or Basic Services, individually:
  - (i) For its convenience, upon 90 days advance written notice to OYA.
  - (ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

- (iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.
- (iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. OYA Termination.** OYA may terminate this Agreement in its entirety or may terminate its obligation to provide funds under this Agreement for Diversion Services or Basic Services, individually:

- (i) Upon 90 days advance written notice to County, if OYA determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.
- (ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.
- (iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.
- (iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.
- (v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services (Diversion or Basic) impacted by loss of necessary licensure or certification.
- (vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

**10. Effect of Termination**

- a. Entire Agreement.** Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.
- b. Individual Funding Source.** Upon termination of OYA's obligation to provide funding under this Agreement for Services in a particular area (Diversion or Basic), OYA shall have no further obligation to pay or disburse any funds to County under this Agreement for Services in that

area. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

- c. **Survival.** Notwithstanding subsections (a) through (b) above, exercise of the termination rights in Section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, Provider Contract obligations, Provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

#### **11. Unilateral Modification**

If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements. In such a circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

#### **12. Notice**

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To Agency: Sandra Santos  
Oregon Youth Authority  
530 Center St. NE, Suite 500

Salem, Oregon 97301-3765  
Voice: (503)-779-3938  
Facsimile: (503) 373-7921  
E-mail: [sandra.santos@oya.oregon.gov](mailto:sandra.santos@oya.oregon.gov)

To County: Troy Gregg  
Marion County  
PO Box 14500  
Salem, OR 97309  
Voice: (503) 584-4806  
Facsimile: (503) 373-3796  
E-Mail: [tgregg@co.marion.or.us](mailto:tgregg@co.marion.or.us)

The supervising representatives of the parties for purposes of this Agreement are indicated above.

Should a change in the Agency's or County's representative become necessary, Agency or County will notify the other party of such change in writing. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

**13. Severability**

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

**14. Counterparts**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**15. Governing Law, Consent to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**16. Compliance with Applicable Law**

Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (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, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (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; (x) all state laws requiring reporting of Client abuse; and (xi) 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. All employers, including County and OYA, 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. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

**17. Assignments, Successors in Interest**

- a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OYA may deem necessary. No approval by OYA of any assignment or transfer of interest shall be deemed to create any obligation of OYA in addition to those set forth in the Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

**18. No Third Party Beneficiaries**

OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that OYA and County's performance under this Agreement is solely for the benefit of OYA and the County to assist and enable OYA and the County to accomplish their respective missions. 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**19. Integration and Waiver**

This Agreement, including all of its Exhibits, constitutes 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. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

**20. Amendment**

No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 4.a and 6.d of Exhibit C, and in any event no amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

**21. Headings**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

**22. Construction**

The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

### **23. Contribution**

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligations under this Section with respect to the Third Party Claim.
- b. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

### **24. Limitation of Liabilities**

EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

### **25. Ownership of Intellectual Property**

- a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).
- b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

## 26. Force Majeure

Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

## 27. HIPAA Compliance

To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

- a. **Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.
- b. **Consultation and Testing.** If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

**28. Criminal History Checks.** The County shall ensure that any person having direct contact with OYA adjudicated youth under this Agreement has passed a criminal history check and meets the OYA's

criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA adjudicated youth under this Agreement. Any person that has failed a criminal history check as set forth in OAR 416-800-0000 to 416-800-0095 is prohibited from providing services under this Agreement to OYA adjudicated youth.

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

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT C  
PROGRAM REQUIREMENTS**

**1. Outcomes**

County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services and Diversion Services with the goal of achieving the following high level outcomes:

- a. Reduction of juvenile recidivism.
- b. Reduction or maintenance in the use of beds in OYA's Close Custody Facilities.
- c. Equitable service delivery.

**2. JCP Basic Services Target Population and Funded Services.** County shall target its Basic Services to the Target Population for Basic Services.

- a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:
  - (i) Antisocial behavior.
  - (ii) Poor family functioning or poor family support.
  - (iii) Failure in school.
  - (iv) Substance abuse problems.
  - (v) Negative peer associations.
- b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent local youth from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

**3. Diversion Services Target Population and Funded Services.** County shall target its Diversion Services to the Target Population for Diversion Services.

- a. Diversion Target Population for Services provided through December 31, 2025, are adjudicated youth 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facility. Diversion Target Population for Services provided on and after January 1, 2026, means referred youth or adjudicated youth ages 12 to 18 years of age, referred or adjudicated (as applicable) for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.
- b. Diversion funds provide specialized services that prevent the highest risk local adjudicated youth and, for Services provided on and after January 1, 2026, referred youth, from being committed to OYA Close Custody Facilities. The services may include, but not be limited to, the following:
  - (i) Detention and shelter services to the extent that they divert the target population from commitment to OYA Close Custody.
  - (ii) Youth-specific treatment, including substance abuse treatment, sex offender treatment, family-based treatment services, gang intervention services, mental health treatment, and other services.

**4. Service Plan**

- a. **Service Plan Submission.** County shall submit a written JCP Basic Services and Diversion Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall

work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2023-2025 biennium. Until the Service Plan for the 2025-2027 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2023-2025 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2025-2027 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2023-2025 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

- (i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.
- (ii) All funded services under the Service Plan must focus on supporting the high level outcomes in Section 1 of this Exhibit C.

- b. Service Plan Implementation.** County shall implement, or through Providers shall require to be implemented, the JCP Basic Services and Diversion Services portions of the Service Plan as developed in 4.a. of this Section.
- c. Evidence-Based Services and Programs.** County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.
- d. Equitable Service Delivery.** In order to ensure the programs and services that are funded under this Agreement are delivered equitably, and that they meet the state's goals and objectives for the provision of juvenile justice services, County shall provide OYA with the following:
  - (i) JCP Basic and Diversion Narrative Plan report, once per biennium, by July 15, 2025. The Narrative Plan report shall be on an OYA provided template and shall include:
    - An overview of County data in order to convey the demand on services at the County level, the youth populations that are at risk of coming to OYA;
    - A description of the services that the County anticipates needing during the 2025-2027 biennium in order to address the needs of diverse youth in the County; and
    - Additional County level information about what is historically working, what is not working, and where there may be gaps in local services.
  - (ii) A completed JCP assessment for youth with a Formal Accountability Agreement (FAA) or higher disposition, due 90 days pre-disposition or 30 days post-disposition.

## 5. Cultural Competency

County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

## 6. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for any amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. For the purposes of this Section 6, JCP Basic Services and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Service Plan:

- a. The Service Plan budget may be amended to change allocations between JCP Basic Services and Diversion Services or categories of services within a funding source while staying within the not-to-exceed Grand Total listed in Exhibit E.
- b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.
- c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.
- d. All changes to the Service Plan budget which comply with Sections 6.a and 6.b, or that comply with Sections 6.a and 6.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

#### **7. Grievance System**

During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

#### **8. Reporting and Documentation**

- a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This information provision requirement also applies to providing information on funded services not tracked in JJIS.
- b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.
- c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

## 9. Youth Specific Reporting and Required Documentation

- a. For all adjudicated youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:
  - (i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the adjudicated youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.
  - (ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.
  - (iii) Documentation of any mental health treatment;
  - (iv) Past and current prescribed psychotropic medication history;
  - (v) Past and existing suicidal ideation and behaviors;
  - (vi) All other information known to the County of behaviors that may be a risk of harm to adjudicated youth or others;
  - (vii) Documentation of any medical information or developmental disability that might affect adjudicated youth's ability to participate in activities or treatment.
- b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

## 10. Other Agreement Requirements

- a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:
  - (i) Disposition of parole violations;
  - (ii) Community Programs;
  - (iii) Plan for providing detention back-up and back up to Community Programs;
  - (iv) A process for making Close Custody Facility placement recommendations in accordance with the Diversion Services portion of the Service Plan;
  - (v) Preliminary revocation hearings in the community to determine whether probable cause exists to believe parole has been violated and, if so, whether parole should be revoked or whether intermediate sanctions are appropriate. County shall provide the hearing report to the designated OYA representative immediately after the hearing concludes. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT D  
PROVIDER REQUIREMENTS**

**1. Indemnification by Providers**

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

**2. Provider Insurance Requirements**

**A. GENERAL**

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

If Provider maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Provider.

**B. TYPES AND AMOUNTS**

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Provider, 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). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than **\$500,000.00** each accident. If Provider is an employer subject to any other state's workers' compensation law, Provider shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than **\$500,000.00** and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Provider shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than **\$5,000,000.00** and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

**Required**     **Not required**

Provider shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

**Required**     **Not required**

Provider shall provide Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

**Required**     **Not required**

Provider shall provide Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit. If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider and Provider's subcontractors shall provide continuous claims made coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

**Required**     **Not required**

Provider shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Provider's primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS

Provider's insurance shall be primary and non-contributory with any other insurance. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

Provider shall waive rights of subrogation which Provider or any insurer of Provider may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Provider will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Provider or the Provider's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Provider shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) Provider's completion and Agency's acceptance of all Services required under this Agreement, or
- (ii) Agency or Provider termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

**CERTIFICATE(S) AND PROOF OF INSURANCE**

County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**NOTICE OF CHANGE OR CANCELLATION**

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

**INSURANCE REQUIREMENT REVIEW**

Provider agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Provider and Agency.

**STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and

related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit D.

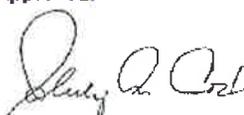
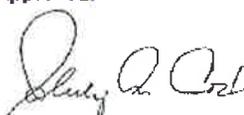
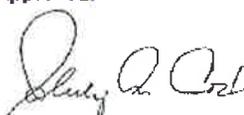
**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT E  
FUNDING**

<b>SERVICE</b>	<b>TOTAL</b>
DIVERSION	\$915,673.00
JCP BASIC	\$1,078,878.00
<b>GRAND TOTAL</b>	<b>\$1,994,551.00</b>

The amounts indicated as the Grand Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Service Plan and other provisions of this Agreement. The specific amounts allocated for Diversion Services and JCP Basic Services above are not firm, fixed amounts, but are subject to change as provided in Sections 11 and 20 of Exhibit B and Section 6 of Exhibit C. Changes to the amounts allocated for Diversion Services and JCP Basic Services made pursuant to Section 6 of Exhibit C shall not alter the not-to-exceed amount of the Grand Total listed above.

**EXHIBIT F – SERVICE TRACKING IN JJIS**

This Policy Statement “Service Tracking in JJIS” may be updated from time to time. County is responsible for checking OYA’s Public website at <http://www.jjis.state.or.us/policy/servicetracking.htm> for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

 <div style="display: inline-block; text-align: center;"> <p><b>Oregon</b>  <b>Juvenile Justice Information System</b></p> <p><b>Policy Statement</b></p> </div>  										
<b>Service Tracking in JJIS</b>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 40%; vertical-align: top;">                 Approved:                      Philip Cox, Co-Chair                  JJIS Steering Committee             </td> <td style="width: 30%;">Effective Date:</td> <td style="width: 30%;">1/16/2013</td> </tr> <tr> <td>JJIS Steering Committee Approval:</td> <td>12/19/2012</td> </tr> <tr> <td>JJIS Policy &amp; Standards Committee Approval:</td> <td>8/22/2012</td> </tr> <tr> <td>Supersedes:</td> <td colspan="2"></td> </tr> </table>	Approved:    Philip Cox, Co-Chair JJIS Steering Committee	Effective Date:	1/16/2013	JJIS Steering Committee Approval:	12/19/2012	JJIS Policy & Standards Committee Approval:	8/22/2012	Supersedes:		
Approved:    Philip Cox, Co-Chair JJIS Steering Committee		Effective Date:	1/16/2013							
		JJIS Steering Committee Approval:	12/19/2012							
	JJIS Policy & Standards Committee Approval:	8/22/2012								
Supersedes:										
<b>REFERENCE:</b>										

<b>PURPOSE:</b>	<ul style="list-style-type: none"> <li>• <i>To provide a standard for consistency in tracking services in JJIS;</i></li> <li>• <i>To provide a threshold for a view of current juvenile justice practice;</i></li> <li>• <i>To provide a foundation to compare trends in key service areas over time; and</i></li> <li>• <i>To establish a foundation to develop capacity to measure results based on evidence</i></li> </ul>
<b>DEFINITIONS:</b>	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
<b>Accountability</b>	Services designed to <b>provide</b> a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
<b>Competency Development</b>	
<b>Educational</b>	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
<b>Independent Living</b>	Services designed to assist a youth transition into independent living.



Program Type	Definition
<b>Skill Development – Non-Residential</b>	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
<b>Skill Development – Residential</b>	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
<b>Therapeutic Foster Care</b>	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
<b>Vocational</b>	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
<b>Family</b>	
<b>Family Counseling</b>	General family counseling services.
<b>Family Education</b>	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
<b>Functional Family Therapy</b>	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
<b>Multi-Systemic Therapy</b>	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
<b>Fire Setter</b>	
<b>Fire Setter – Non-Residential</b>	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
<b>Fire Setter – Residential</b>	Residential treatment services for youth with inappropriate or dangerous use of fire.



JJIS – A Shared Information System

<b>Program Type</b>	<b>Definition</b>
<b>Gang</b>	
<b>Gang – Non-Residential</b>	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
<b>Gang – Residential</b>	Residential services designed to address juvenile gang related behavior membership and affiliation.
<b>Mental Health</b>	
<b>Mental Health – Non-Residential</b>	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
<b>Mental Health – Residential</b>	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
<b>Co-Occurring</b>	
<b>Co-Occurring – Non-Residential</b>	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
<b>Co-Occurring – Residential</b>	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
<b>Sex Offender</b>	
<b>Sex Offender – Non-Residential</b>	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
<b>Sex Offender – Residential</b>	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
<b>Substance Abuse</b>	
<b>Substance Abuse - Non-Residential</b>	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
<b>Substance Abuse - Residential</b>	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



<b>Other Youth Services</b>	
<b>Drug Court</b>	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
<b>Mentoring</b>	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
<b>Other – Residential</b>	Residential services which are unable to be categorized with any of the existing categories.
<b>Other – Youth Services</b>	Other services which are unable to be categorized with any of the existing categories.
<b>Victim Related</b>	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
<b>Wrap Around</b>	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
<b>Assessment</b>	Assessments and evaluations performed to help identify the need for specialized services.
<b>Foster Care</b>	Foster care
<b>Medical</b>	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.



<p><b><u>POLICY:</u></b></p>	<p>Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.</p> <p><b><u>Tracking</u></b></p> <p><b>Required Tracking</b></p> <p>All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:</p> <ul style="list-style-type: none"> <li>• <b>Competency Development</b> <ul style="list-style-type: none"> <li>○ Educational</li> <li>○ Independent Living</li> <li>○ Skill Development – Non-Residential</li> <li>○ Skill Development – Residential</li> <li>○ Therapeutic Foster Care</li> <li>○ Vocational</li> </ul> </li> <li>• <b>Family</b> <ul style="list-style-type: none"> <li>○ Family Counseling</li> <li>○ Family Education</li> <li>○ Functional Family Therapy</li> <li>○ Multi-Systemic Therapy</li> </ul> </li> <li>• <b>Fire Setter</b> <ul style="list-style-type: none"> <li>○ Fire Setter – Non-Residential</li> <li>○ Fire Setter – Residential</li> </ul> </li> <li>• <b>Gang</b> <ul style="list-style-type: none"> <li>○ Gang – Non-Residential</li> <li>○ Gang – Residential</li> </ul> </li> <li>• <b>Mental Health</b> <ul style="list-style-type: none"> <li>○ Mental Health – Non- Residential</li> <li>○ Mental Health – Residential</li> </ul> </li> <li>• <b>Co-Occurring</b> <ul style="list-style-type: none"> <li>○ Co-Occurring – Non-Residential</li> <li>○ Co-Occurring – Residential</li> </ul> </li> <li>• <b>Sex Offender</b></li> </ul>
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	<ul style="list-style-type: none"> <li>○ Sex Offender – Non-Residential</li> <li>○ Sex Offender – Residential</li> <li>● Substance Abuse             <ul style="list-style-type: none"> <li>○ Substance Abuse - Non-Residential</li> <li>○ Substance Abuse - Residential</li> </ul> </li> <li>● Other Youth Specific Services             <ul style="list-style-type: none"> <li>○ Drug Court</li> <li>○ Mentoring</li> <li>○ Other Residential</li> <li>○ Other Youth Services</li> <li>○ Victim Related</li> <li>○ Wrap Around</li> </ul> </li> </ul> <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> <li>○ Services</li> <li>○ Case Plan Interventions</li> <li>○ Programs attached to Conditions</li> </ul> <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><b><u>Optional Tracking</u></b></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> <li>● Accountability services designed to provide a consequence or an accountability experience for a youth.             <ul style="list-style-type: none"> <li>○ Community Service</li> <li>○ Work Crews</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>○ Restitution Programs</li> <li>● Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> <li>○ Sanction Court</li> <li>○ Peer Court</li> <li>○ Youth Court</li> </ul> </li> <li>● Basic and Intensive supervision; offense specific caseloads; intensive monitoring</li> <li>● * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care</li> </ul> <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><b><u>Non-trackable Services</u></b></p> <ul style="list-style-type: none"> <li>● Other Basic Services <ul style="list-style-type: none"> <li>○ Assessments and Evaluations.</li> <li>○ Medical Services</li> <li>○ Activity Fees</li> <li>○ Clothing Vouchers</li> <li>○ Education (including GED Testing and Tutoring)</li> <li>○ Electronic Monitoring &amp; Tracking</li> <li>○ Medication</li> <li>○ **Polygraphs</li> <li>○ School Liaison Counselor</li> <li>○ Service Coordination</li> <li>○ Translation Services</li> <li>○ Transportation &amp; Gas Voucher</li> <li>○ **UA's.</li> </ul> </li> </ul> <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><b><u>Monitoring Data Integrity</u></b></p> <p><b>Monitor Administrative - Set Up</b></p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> <li>• <a href="http://www.jjis.state.or.us/reports/details/detail00562.htm">http://www.jjis.state.or.us/reports/details/detail00562.htm</a></li> </ul> <p><b>Monitor Service Tracking</b></p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> <li>• <a href="http://www.jjis.state.or.us/reports/details/detail00363.htm">http://www.jjis.state.or.us/reports/details/detail00363.htm</a></li> </ul> <p><b>Attendance Tracking</b></p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<p><b><u>PROCEDURES:</u></b></p>	<p><b>Tracking Services</b></p> <ol style="list-style-type: none"> <li>1. Determine which JJIS feature the office will use to track services:             <ul style="list-style-type: none"> <li>o Services</li> <li>o Case Plan Interventions</li> </ul> </li> </ol>



	<ul style="list-style-type: none"> <li>o Programs on Conditions</li> </ul> <ol style="list-style-type: none"> <li>2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports.</li> <li>3. Determine local protocol for who will enter the services.</li> <li>4. Train staff on local policy and protocol.</li> </ol> <p><b>Maintaining Provider/Programs in JJIS</b></p> <ol style="list-style-type: none"> <li>1. Conduct an annual inventory of Providers and Programs in JJIS.</li> <li>2. Verify the program is still active for the office and other reporting attributes.</li> <li>3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form.</li> </ol> <p><b>Maintaining Attendance Tracking Course Definitions</b></p> <ol style="list-style-type: none"> <li>1. Conduct an annual inventory of active Course Definitions in JJIS.</li> <li>2. Verify the course and course definitions are still active for the office.</li> <li>3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.</li> </ol>
<p><b><u>FORMS:</u></b></p>	<ul style="list-style-type: none"> <li>• <a href="#">OYA Provider Program and Course Definition Request Form (YA 1751)</a></li> <li>• <a href="#">JJIS Form 10a and 10b Instructions</a></li> <li>• <a href="#">JJIS Form 10a – County Provider Program Request Form (new program)</a></li> <li>• <a href="#">JJIS Form 10b – County Program Form</a> (mass entry/annual review)</li> </ul>



# Oregon

Tina Kotek, Governor

**Oregon Youth Authority**

Procurement Unit

530 Center Street NE, Suite 500

Salem, OR 97301-3765

Phone: 503-373-7371

Fax: 503-373-7921

[www.oregon.gov/OYA](http://www.oregon.gov/OYA)



## Document Return Statement

July 7, 2025

**Re:** Agreement #15430 hereafter referred to as "Agreement"

Please complete and return the following documents:

- This Document Return Statement
- Completed Signature Page

If you have any questions or concerns with the above-referenced Agreement, please feel free to contact Riley Dunagan, Procurement and Contract Specialist, at [Riley.d.dunagan@oya.oregon.gov](mailto:Riley.d.dunagan@oya.oregon.gov).

**Please complete the below:**

I \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

received a copy of the above-referenced Agreement, consisting of 35 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Marion County** by email from OYA Procurement Unit on the date listed above.

On \_\_\_\_\_, I signed the electronically transmitted Agreement without change.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

29

Meeting date: October 22, 2025

Department: Public Works

Title: Public Hearing for Zone Change (ZC) 25-002/Creative Electric, LLC

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

Time Required: 20 Min Contact: John Speckman Phone: 503-566-4173

Requested Action: Staff recommends the application be Denied. Other options for consideration are: 1. Continue the public hearing. 2. Close the public hearing and leave the record open, to deliberate at a later date. 3. Close the public hearing and approve, or modify the request. 4. Remand the matter back to the hearings officer.

Issue, Description & Background: Creative Electric, LLC submitted an application to change the zone from UT-5 (Urban Transition) to CG (Commercial General) on a 5-acre parcel located in the 900 block of S Pacific Hwy 99E, Woodburn, T5S; R1W; Section 19A; tax lot 1800. The Marion County Hearings Officer held a duly noticed public hearing on May 15, 2025 and on July 8, 2025 issued a decision denying ZC25-002. The Hearings Officer found that the proposal did not meet the criteria required for a zone change in Marion County Code. Also, that the proposal was not consistent with the policies of the Woodburn Comprehensive Plan, the 2015 Urban Growth Coordination Agreement, or Statewide Planning Goal 14.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Hearings Officer's Recommendation, 2015 Urban Growth Coordination Agreement, Services Summary

Presenter: John Speckman

Department Head Signature: for Brandon Rich

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of ) Case No. ZC 25-002  
 )  
CREATIVE ELECTRIC, LLC ) **ZONE CHANGE**

**ORDER**

**I. Nature of the Application**

This matter comes before the Marion County Hearings Officer on the Application of Creative Electric, LLC, Nestor Zarkoff and Feodor Zharkoff, to change the zone from UT-5 (Urban Transition) to CG (Commercial General) on a 5.02-acre parcel located in the 900 block of S Pacific Hwy 99E, Woodburn T5S; R1W, Section 19A; Tax Lot 1800).

The hearing notice states that the Application was brought by of Grigory Melkomukov RLT c/o Creative Electric, LLC. However, the Application itself references Creative Electric, LLC, Nestor Zarkoff and Feodor Zharkoff as the property owner(s) and applicants.

**II. Relevant Criteria**

The standards and criteria relevant to this application are found in the Marion County Code, especially Marion County Urban Zone Code: Chapter 16.07 (Commercial General zone), Chapter 16.19 (Urban Transition zone), Chapter 16.39 (Zone Changes), Oregon Statewide Land Use Planning Goals (particularly Goal 14); City of Woodburn/Marion County Urban Growth Coordination Agreement; Woodburn Comprehensive Plan Policies (Marion County Coordination Goals and Policies, Commercial Lands and Goals and Policies, Workforce and Target Industry Development, Growth Management Goals and Policies)

**III. Public Hearing**

A public hearing was held on this matter on May 15, 2025. The Planning Division file was made part of the record. The following persons appeared and provided testimony on the application:

- |    |                   |   |
|----|-------------------|---|
| 1. | John Speckman     | Marion County Planning Division           |
| 2. | Wendie Kellington | Attorney for Applicant                    |
| 3. | Brittany Randall  | Representative of Applicant               |
| 4. | Chris Kerr        | Woodburn Community Development Director   |
| 5. | Chris Killmer     | City of Woodburn, Assistant City Attorney |

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

The following exhibits were offered and admitted:

ZC 25-002 - ORDER  
CREATIVE ELECTRIC, LLC  
Page 1

Exhibit 1: Update to TIA (Christopher M. Clemow, PE, PTOE)

Exhibit 2: Email Communications between City of Woodburn Planning and Wendie Kellington from April 15, 2025 through April 18, 2025.

An open record period was allowed for interested parties to submit additional written material. The first open record period extended until May 22, 2025, the second open record period extended until May 29, 2025, and the final open record period extended until June 5, 2025. The following submissions were received:

May 22, 2025: City of Woodburn request to supplement the record (hyperlinks). A hard copy of the letter and documents were also sent on May 22, 2025.

May 27, 2025: Applicant's Motion to Strike and challenge to "rebuttal" material

May 29, 2025: City of Woodburn Rebuttal Testimony

June 5, 2025: Applicant's Final Written Submission

#### **IV. Executive Summary**

Applicant seeks to rezone property from Urban Transition (UT) to Commercial General (CG) to develop the property with an office and storage facility for its electric business. Applicant argues that the proposal is limited to a conditional zone change, and does not seek approval for any "use" or "development." Applicant posits that because no particular development is proposed, the standards that apply to "development" or "use" are inapplicable.

The property cannot yet be annexed. Applicant does not seek annexation and has not sought access to City services because it states that the property can be adequately developed with onsite septic, onsite water well, and onsite stormwater control.

Applicant's position is that a zone change is expressly allowed under the Marion County Code (MCC) if it meets county zone change criteria, and Applicant argues that the proposal meets MCC criteria. The City of Woodburn opposes the application and argues that conversion of the property from UT to CG is not permitted by the Urban Growth Coordination Agreement (UGCA), as well as the Marion County Code, Woodburn Comprehensive Plan, and the Marion County Comprehensive Plan.

In 2015, the City of Woodburn expanded its Urban Growth Boundary (UGB) to include various residential, commercial, and industrial lands. The subject property is included in the UGB. On December 23, 2015, the City of Woodburn and Marion County entered into an Urban Growth Coordination Agreement (UGCA). The City of Woodburn argues that approval of ZC 25-002, without express consent from the City of Woodburn, would violate the UGCA.

The Staff Report and the City of Woodburn suggest that the proposed zone change cannot occur in the Urban Growth Boundary because the zone change would be an impermissible "urban" use. Applicant argues that the proposal does not propose development and that there is no standard in the code

that defines “urban use.” However, it is the zoning code itself that identifies the uses allowed in the designated zone.

The property, located on Highway 99, is surrounded by an auto wrecking yard, a cemetery, a construction company, and commercial farming. Applicant argues that the proposed zone change would not affect or change the site’s setting (except positively). Applicant presents strong arguments that the impact of denial does not protect urbanization goals. It is acknowledged that approval would allow the City of Woodburn to secure right of way designation and ensure future annexation and service extension agreements are in place. The proposed use by one specialty trade contractor is a reasonable proposal consistent with the area. Applicant describes the proposal as a “conditional zone change” limiting the use to those “now allowed in the UT zone plus one specialty trade contractor and associated warehousing.” However, such use requires a zone change that is not permitted by the applicable standards and criteria by which the hearings officer is bound.

A zone change from UT-5 (Urban Transition) to CG (Commercial General) on a 5.02-acre parcel located in the 900 block of S Pacific Hwy 99E, Woodburn, Oregon, is not permitted by 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement, is not consistent with the policies of Woodburn’s Comprehensive Plan, and does not satisfy Statewide Land Use Planning Goal 14. The application is DENIED.

#### **V. Applicant’s Motion to Strike**

On May 22, 2025, during the open record period, the City of Woodburn submitted a letter requesting the County to supplement the record to include documents that were not physically provided but rather were a list of hyperlinks to external locations. The open record period closed at the end of May 22, 2025. On May 23, 2025, the City of Woodburn submitted hard copies of documents that appear to be the documents referenced by the hyperlinks included in the letter.

On May 27, 2025, Applicant filed a Motion to Strike seeking to strike from the record the documents reached by the referenced hyperlinks and to strike from the record the hard copies of documents submitted after the open record period closed. Applicant acknowledges that the letter itself is included in the record, but the referenced documents obtained via hyperlink or delivery on May 23, 2025, should be stricken from the record.

On May 28, 2025, City of Woodburn filed a Response to the Motion to Strike. The City argues that the linked documents were submitted timely, and the hard copies were sent on May 22, 2025, while during the open record period.

On May 29, 2025, Applicant filed a Response to the City of Woodburn’s Response to Motion to Strike and Second Motion to Strike. Applicant’s Second Motion to Strike seeks to strike the City of Woodburn’s May 29, 2025 submittal as improper rebuttal argument to issues presented in the hearing.

With respect to the Motions to Strike, the first issue is whether the Marion County Hearings Officer has the authority to strike submitted evidence or materials from the record.

Marion County Code 16.44 addresses general hearing procedures. MCC 16.44 provides that hearings should be conducted “consistent with the requirements of this title and state law.” While authority

to manage the record is not explicitly addressed by the MCC, the hearings officer has the general administrative authority to ensure hearings follow established rules and procedures. Under the authority of MCC 16.44, the hearings officer may rule to strike or exclude from consideration any improper, irrelevant, or untimely evidence submitted by a party.

Applicant's first motion to strike the hyperlinked documents is granted.

A Memorandum dated June 10, 2021 from the Planning Division provides that Planning Division staff does not accept links to the internet which requires staff to download documents or other material. This policy was occasioned by the potential for error, and limitations for staff resources and technology. In addition to the Planning Division policy, the argument against hyperlinks being used to put documents into the record is reasonable. A link may produce a document that is not an official one and there is no way to distinguish one from the other. Links can also change over time or can connect to websites with pages that have been modified. Applicant states that the first link submitted by the City of Woodburn in its May 22, 2025 letter, "City of Woodburn UGB and Zoning Maps" (plural) goes to a single map, not maps. The link to "Marion County Comprehensive Plan" links to the title page, as opposed to a specific code provision. The reference to the hyperlinks are broad and include "Marion County Comprehensive Code." Oregon caselaw supports a determination that hyperlinked materials are not submitted exhibits. See, *MacDonald v. Oregon Health & Science University*, No. 3:22-cv-01942-IM (D. Or. July 5, 2024), *Conte v. City of Eugene*, LUBA No. 2021-092, January 14, 2022).

Applicant's second motion to strike the City's May 29, 2025 submittal is denied.

ORS 197.763(6)(c) ensures procedural fairness by requiring that if one party is allowed to submit new evidence or argument, the other party must be allowed to respond. Applicant cites *LandWatch Lane County v. Lane County*, 75 Or LUBA 302 (2017) in support of its position that the second open record period is limited to responses to new evidence or argument from the first open record period.

The parties engaged in a discussion of the timeframe for submittals. The City of Woodburn sought a 14 day response period, but County staff expressed concern with the timeline. Based upon this discussion, the City of Woodburn understood that it had until May 29, 2025 (the end of the second open record period) to submit its argument. The City's May 29, 2025 does not include new evidence or argument. Applicant had an opportunity to respond in its final written submission, and is not prejudiced or subjected to procedural unfairness by the City of Woodburn's submission of May 29, 2025.

## VI. Findings of Fact

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

1. Creative Electric LLC proposes to change the zone from UT-5 (Urban Transition) to CG (Commercial General) on a 5.02-acre property located in the 900 block of S Pacific Hwy 99E, Woodburn, (T5S; R1W; Section 19A; Tax lot 1800). The subject property is within the Woodburn Urban Growth Boundary (UGB) and designated Commercial in the Woodburn Comprehensive Plan. The property is currently under the zoning jurisdiction of Marion County. The applicant proposes to establish an electrical contractor business on the subject parcel, relocated from its current location in Clackamas County.

2. The subject property is located south of the City of Woodburn on the west side of Highway 99E, off Novaya Ln NE. The subject property is a currently vacant field that was previously farmed. The property consists of three parcels created by Partition recorded in 1989 and approved by Partition case (P88-061). These parcels are all parts of tax lot 1800. The subject property was created in the current configuration by an approved Partition, and is therefore legal for land use purposes.
3. Adjacent properties to the north, and south are zoned UT-5 and within Woodburn's UGB. The northern adjacent parcel is in farm use and contains a homesite. The northeastern adjacent parcel is in rural residential use. The south adjacent parcel is a pre-existing non-conforming auto wrecking yard. To the east, across Highway 99E and outside of the UGB, are parcels zoned Exclusive Farm Use (EFU) and in active farm use. To the west of the subject parcel, outside of the UGB, is the Belle Passi Cemetery which is in a Public (P) zone.
4. The Marion County Planning Division requested comments from various governmental agencies. The following comments were received:

Marion County Building Inspection commented: "No Building Inspection concerns. Permit(s) are required to be obtained prior to any development and/or utilities installation on private property."

Marion County Septic Division commented: "A Site Evaluation followed by an installation-Construction permit is required prior to site development."

Marion County Land Development Engineering and Permits (LDEP) submitted the following:

#### ENGINEERING ADVISORIES

- A. PW Engineering has no action items for the proposed Zone Change itself.
- B. The following are PW Engineering advisories for future development:
  - The plat for partitioning case P88-61 pertaining to the subject property is depicted on MCSR 031947 and recorded at Reel 732 / Page 127 in the Clerks records for Marion County. The plat created the private easement named 'Novya Lane' along the south property from S Pacific Hwy 99E, a State Hwy. An access approach to Novya Lane does not appear to have been constructed.
  - The proposed access location in the middle of the subject property does not align with Novya Lane. At the time of application for building permits, Applicant will be required to confirm application having been made for an ODOT approach permit.
  - County Transportation System Development Charges (SDCs) will be assessed at the time of application for building permits.
  - Development of the property as generally depicted on the land use application site plan will require stormwater detention meeting county standards, and possibly also to ODOT standards that could include water quality treatment if discharging to the State Hwy.

- DEQ has jurisdiction over construction erosion for total ground disturbances of 1-acre plus.
- Fire turnaround and pullout easement(s) may be required by the local fire district or State Fire Marshal.

Oregon Department of Transportation (ODOT) commented: “We do not have any comments on the zone change, however we will have comments on future applications for development of the property with respect to frontage improvements and access considerations.”

The City of Woodburn Community Planning and Development Department submitted two letters explaining how the proposal is not consistent with either Woodburn Comprehensive Plan or the Woodburn/Marion County Urban Growth Coordination Agreement (UGCA). These letters can both be found in the record. The primary concerns are summarized below:

The subject property is zoned Urban Transition 5-acre minimum (UT-5) because it is within the UGB and not yet eligible for annexation. The urban growth area is a transitional area for properties that have not yet been annexed. Annexation is required prior to urban development with an urban level of public improvements to Woodburn standards.

The proposal fails to meet several material standards such as frontage improvements, gravel parking and potential outdoor storage. The proposal fails to comply with policies in the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement (UGCA). These specific policies are Section 1. Policies 4, 7, & 9. The proposal fails to comply with Woodburn’s Comprehensive plan. The specific Comprehensive Plan goals and policies include: G-1, P1.12, 1.14, 1.17, & 1.18.

The current zoning is appropriate for the parcel until such time that it can be annexed into the city and urban uses established. The subject property is not yet eligible for annexation because it is not adjacent to city limits.

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

## **VII. Additional Findings of Fact and Conclusion of Law**

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

“Preponderance of the evidence” means the greater weight of evidence. It is such evidence that when weighed with that opposed to it, has more convincing force and is more probably true and accurate. If, upon any question in the case, the evidence appears to be equally balanced, or if you cannot say upon which side it weighs heavier, you must resolve that question against the party upon whom the burden of proof rests. (Citation omitted).

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

2. Pursuant to MCC 16.39.010, the hearings officer is authorized to make the initial decision on zone change applications.
3. Pursuant to MCC 16.39.040, a hearings officer's decision to approve a zone change does not become final until the Board of Commissioners adopts an ordinance implementing the decision.
4. With respect to jurisdiction, the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement (UGCA) provides: "The County shall retain responsibility for regulating land use on lands within the Urban Growth Area until such lands are annexed by the City. The City and County identify the Urban Growth Area as urbanizable and available over time for Urban Development."

### **Urban Transition Zone (UT)**

5. The UT (Urban Transition) zone purpose statement listed under MCC 16.13.000 states:

*The UT (urban transition) zone is intended to retain and protect for future urban use properties which are undeveloped or underdeveloped and do not have available urban facilities such as sanitary sewer, water, drainage and streets. The zone allows the continuation of legally established uses and establishment of uses compatible with the plan designation. In areas planned for development relying on urban services, transitional uses may be allowed which will not interfere with the efficient, later use of the land for planned urban uses.*

*The zone is appropriate in areas designated in the applicable urban area comprehensive plan for future urban residential development, but may also be used to protect lands designated for future commercial, industrial or public uses. In areas designated for urban residential development, the residential density included in the zone is intended to be consistent with the average lot size of the immediate area. In areas planned for other uses, the zone is intended to retain lot sizes conducive to efficient development of planned uses and prevent conflicts associated with development of additional dwellings.*

*The zone is also intended to encourage the continued practice of commercial agriculture in areas planned for future urban development. The UT zone is intended to be a farm zone consistent with ORS 215.203.*

The subject property is within the Urban Growth Boundary for the City of Woodburn. The subject property is not adjacent to lands that have been annexed by Woodburn and is therefore unable to be annexed into the city and/or connect to city water and sewer services at this time. It remains in a transitional zone until such time that it annexes. The property is not "urban" because it is located in the UGB.

The subject property is currently undeveloped and available for farm uses. Images from 2023 on Google streetview show harvested bales of hay on the property. Images from 2016 on Google streetview show row crops on the property. The UT zone is intended to encourage the continued practice of agriculture in areas planned for future urban development. Other permitted uses in the

UT zone are outlined in MCC 16.13.010. Conditional uses in the UT zone are outlined in MCC 16.13.020.

The current Urban Transition zone is intended to retain and protect the subject parcel for further urban development upon annexation into the City of Woodburn. The City of Woodburn Comprehensive Plan designated the subject parcel Commercial. As a conditional use in the Urban Transition zone, uses allowed within the most restrictive corresponding zone may be established. The most restrictive zone in Marion County Code that corresponds with the Commercial designation in Woodburn's Comprehensive Plan is CO (Commercial Office) in MCC 16.05. MCC 16.01.030 explains how urban zones are classified, specifically stating, "The zone classifications below are listed in order of most restrictive to least restrictive under the appropriate plan designation." For the comprehensive plan designation of Commercial, the zone classification list (in order of most restrictive to least restrictive) is, "CO, CR, CG, HC, UT, UD".

Applicant proposes a zone change to CG (Commercial General) because the proposed use is an electrical contractor shop which is neither a permitted nor conditional use in the UT zone. It is likewise neither a permitted nor conditional use in the CO zone which is the most restrictive corresponding zone.

Therefore, the use could not be applied for as a conditional use in the UT zone under MCC 16.13.020(Q).

Within the Urban Growth Coordination Agreement (UGCA) between the City of Woodburn and Marion County is the requirement to annex upon establishment of an urban use. This requirement is mirrored in Woodburn's Comprehensive Plan.

Applicant asserts that the proposed use of the property as an electrical contractor shop is separate from the proposal to change the zone of the subject parcel, and that the zone change is not an urban use.

Applicant argues that the policies in the UGCA and Woodburn Comprehensive Plan regarding establishment of urban uses therefore do not apply to the subject parcel.

The City of Woodburn and Planning Staff suggest that the UGCA policies that pertain to development within the Urban Growth Boundary (UGB) apply to the application. City of Woodburn argues that the application seeks to do exactly what the UGCA was developed to prevent.

Planning Staff states that the interpretation that delineates between this application and the proposed use of the subject parcel would, if adopted, result in a proposal that cannot meet the Marion County's criteria for a zone change. Consideration of every allowed use in the CG zone would be required. Many of the uses allowed in the CG zone would not be appropriate on a parcel that has no public services available and is not eligible for annexation. It is only when Applicant's specific planned use as an electrical contractor's shop is considered, with proposed conditions of approval, that the zone change criteria in MCC 16.39.050 could be satisfied.

Applicant states that the request is a “conditional zone change” limiting allowed uses to those now allowed in the UT zone “plus one specialty trade contractor and trade contractor’s associated warehousing.”

The most practical interpretation, as stated by Staff, is that the planned use of the subject property post zone-change must be acknowledged. An application to change the zone of the subject property to Commercial General without a use to be considered, could not be approved.

Marion County considers a proposed use when evaluating a zone change in the UGB. In this case, the Applicant seeks to pursue a specific use, that in and of itself, is not unreasonable for the subject property. Regardless, such reasonable usage as is requested by Applicant for “conditional zone change” limiting the use to those “now allowed in the UT zone plus one specialty trade contractor and associated warehousing” is not permitted because it is not allowed under the appropriate approval criteria, which includes the UCGA, addressed further herein.

### **Zone Change Criteria**

6. Under Marion County Code (MCC) 16.39.050, approval of a zone change shall include findings that the change meets the following criteria:

*A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.*

The subject site is located within the City of Woodburn’s Urban Growth Boundary and has a Comprehensive Plan designation of Commercial. The proposed zone is appropriate for the underlying comprehensive plan designation of Commercial. Marion County and Woodburn both have Commercial General zones that would be appropriate for the underlying comprehensive plan designation of Commercial.

The Marion County Plan, the applicable Comprehensive Plan that governs the County CG zone, specifies economic development policies that govern the County’s CG zone. The proposal is consistent with the economic goals of the County.

Applicant provided a detailed comparison between Marion County and Woodburn’s Commercial General codes. Applicant demonstrates that Marion County’s provisions are consistent with the regulations of Woodburn’s version of this zone. In Woodburn’s version of CG, outdoor storage for contractor shops is not permitted. Applicant offered a condition of approval limiting outdoor storage to comply with Woodburn’s version of CG.

The proposed zone change is consistent with the Marion County Plan. However, as detailed more fully below, the proposed zone change is not consistent with the Growth Management Goals and Policies of Woodburn’s Comprehensive Plan.

The criterion is not met.

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

The subject parcel is adjacent to Highway 99E. Applicant submitted a letter from registered transportation engineer Chris Clemhow explaining that a detailed transportation analysis is not required for the proposed zone change and use as an electrical contractor's shop. The letter asserts that the trips generated by the proposed use are already accounted for considering the commercial designation in Woodburn's comprehensive plan, and Marion County's Transportation System Plan. There is no dispute that Highway 99 has no capacity or other limitations at the subject property.

Presently, there are neither water nor sewer facilities extended to the subject parcel. The City intends on extending water and sewer at the time of annexation. The use of the subject parcel for a for an electrical contractor's shop requires water and sewer services.

Applicant states that the subject parcel could be adequately served by a private onsite septic system and domestic well, and stormwater facilities. Marion County responds that applications for a commercial well and installation of septic system on the parcel would both require the City of Woodburn's approval by way of a signed Land Use Compatibility Statement (LUCS), and that the City of Woodburn does not approve new uses developing on well and septic within the UGB, and requires annexation for urban uses being established within the UGB.

Development of the parcel with an urban use is not currently possible without the ability to have either public or private water and sewage facilities.

Adequate public facilities are not in place and are planned to be provided concurrently with the development of the property. The criterion is not met.

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

The CG (Commercial General) zone purpose statement listed under MCC 16.07.000 states:

*The purpose of the CG (commercial general) zone is to provide areas suitable for warehousing, wholesale commercial sales and services with related outdoor storage or retail sales. The commercial general zone is appropriate in those areas designated commercial in the applicable urban area comprehensive plan where the location has access to an arterial street or highway for transport of bulk materials and where impacts associated with permitted uses will not create significant adverse impacts on local streets or residential zones.*

The proposed CG zone is appropriate for the underlying Woodburn Comprehensive Plan designation of Commercial. The subject parcel is adjacent to Highway 99E, an area that would be appropriate for warehousing or wholesale commercial sales. The proposed use as electrical contractor's shop is an approved use in CG as per MCC 16.07.010(A)(3). The location of the subject parcel, and proposed use is consistent with the purpose statement of Commercial General in the Marion County Code. MCC 16.39.050 (C) is met.

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

The most restrictive zone appropriate for the Commercial designation is the Commercial Office (CO) zone. The proposed zone change to Commercial General (CG) will allow uses that are more intensive than those allowed in the CO zone. In the UT zone, uses permitted in the most restrictive of the corresponding zones may be allowed with an approved Conditional Use permit. An electrical contractor shop is not permitted in the CO zone either as a permitted or as a conditional, use.

Applicant suggests that the zone change application to CG should be considered separately from the planned electrical contractor shop. As clarified by MCC 16.01.030, the Commercial General (CG) zone allows uses that are more intensive than other zones appropriate for the land use designation such as Commercial Office (CO) and Commercial Retail (CR). Without consideration of the proposed use, the proposed zone change could not satisfy this criterion because it would permit uses that would significantly adversely affect uses on adjacent properties zoned for less intensive uses. Uses permitted within the CG zone include intensive uses such as many kinds of retail stores, hotels, amusement parks, and movie theaters. A zone change permitting such uses could negatively affect farming operations to the north and west, and rural residences northeast of the subject parcel due to non-farm conflicts, significantly increased traffic and potential noise. The application materials, including the traffic statement, are all based around the proposed development of an electrical contractor shop because many of the uses permitted in the CG zone are incompatible with the subject parcel.

Applicant indicates its willingness to agree to a condition of approval that would limit the use of the subject property to an electrical contractor shop. An electrical contractor shop is an outright permitted use in the CG zone as per MCC 16.07.010(3).

Applicant proposes conditions of approval to limit storage to inside of the building to comply with Woodburn's version of CG. An electrical contractor shop is not permitted in either the CO or CR zones. The proposed CG zone limited to only permitting an electrical contractor shop would still allow more intensive uses than other zones appropriate for the land use designation.

Applicant correctly states that a low-intensity and provisional electrical contractor shop is consistent with uses on adjacent properties, but it is a more intensive use than other zones appropriate for the land use designation.

Evidence in the record does not support the assertion that the proposed zone and proposed use will not significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses. The criterion is not met.

#### **City of Woodburn/Marion County Urban Growth Coordination Agreement (UCGA)**

7. The proposal involves land within the Urban Growth Boundary of Woodburn. Applicant argues that the UCGA is inapplicable to the zone change application, and the City of Woodburn and Planning suggest that the UGCA is applicable.

Applicant argues that pursuant to ORS 215.427(3), only standards and criteria in effect when the application was submitted may be applied to approve or deny zone changes.

Applicant states that the UCGA, also referenced by the applicant as the "IGA" (an Intergovernmental Agreement) cannot be applied as a standard of denial in the Marion County Code. Applicant argues that IGA standards concerning "development" do not apply and that standards concerning "land use actions" are met. Applicant suggests that the UGCA is an intergovernmental agreement between the City and the County, and not a document to govern land use issues.

Applicant also asserts that the UGCA does not apply because the subject property lies within the "Urban Growth Area" which the UGCA defines as the area between the City Limits and the Urban Growth Boundary. Applicant suggests that the Urban Growth Area, defined as the area between the City Limits and the Urban Growth Boundary, is different than the UGB.

The Urban Growth Area is not the same thing as the UGB. However, the subject property is within the UGB, outside of the City Limits, and is within the Urban Growth Area.

ORS 190.010 allows local governments to enter into written agreements with other local governments for the performance of shared functions, which includes land use planning. The terms within a binding intergovernmental agreement become established procedures for land use activities covered by the agreement.

ORS 197.628 requires that all cities and counties in Oregon submit their comprehensive plans to LCDC for periodic review. In 2015, as part of the City's periodic review, LCDC issued a remand to the City, requiring the City to adopt and the County to approve, of a coordination agreement between City and County. The resulting agreement, the UGCA, requires the City and County to agree upon policies and procedures for amending the City UGB and was codified through revisions to both the City and County Comprehensive Plans.

The UCGA, by its express language, applies to "county land use division and land use decisions within the Urban Growth Area. The UCGA requires consistency with Marion County Comprehensive Plan and the Woodburn Comprehensive Plan.

The UCGA was adopted as part of both the Marion County Comprehensive Plan and the City of Woodburn Comprehensive Plan. Because it is adopted as part of both comprehensive plans, it is a binding land use planning document under Oregon's Statewide Planning Goals, specifically Goal 2 (Land Use Planning) and Goal 14 (Urbanization). These planning goals are addressed further below.

The 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement (UCGA) is a binding intergovernmental agreement that applies to the proposal and is enforceable.

The applicable sections of the UCGA are addressed below.

#### "Whereas" Intent Provisions

Page 2 in the "whereas" section: Whereas, the intent of the urban growth program for the City is as follows:

1. *Promote the orderly and efficient conversion of land from Rural/Resource uses to urban uses within the Urban Growth Area.*
2. *Reduce potential conflicts with resource lands, establishing an Urban Reserve Area and Expansion limitations where necessary.*
3. *Promote the retention of lands in resource production in the Urban Growth Boundary until provided with urban service and developed.*
4. *Coordinate growth in accordance with the Woodburn comprehensive Plan and the Marion County Comprehensive Plan.*

The City of Woodburn challenges the proposal as failing to comply with the intent of the UCGA as reflected in “Whereas” recitals 1 through 3. The City of Woodburn states that it does not find the proposed zone change to be conducive to an orderly and efficient conversion of land from Rural to Urban uses.

The City of Woodburn argues that the transition from Rural to Urban uses with the Woodburn UGB should occur as land is annexed into the city and receives urban levels of service. Annexation of the subject property is not possible at this time, and not proposed by the applicant.

The proposed zone change is inconsistent with the intent of the urban growth program outlined in the UGCA and the Woodburn Comprehensive Plan.

Section I. Coordination Policies and Procedures

1. *The County shall retain responsibility for regulating land use on lands within the Urban Growth Area until such lands are annexed by the City. The City and County identify the Urban Growth Area as urbanizable and available over time for urban development.*

Marion County recognizes its responsibility.

2. *The City and County shall maintain a process providing for an exchange of information and recommendations relating to land use proposals in the Urban Growth Area. The County shall forward land use activities being considered within the Urban Growth Area by the County to the City for comments and recommendations. The City shall respond within twenty (20) days, unless the City requests and the County grants an extension.*

The City of Woodburn was provided notice of the application and the opportunity to comment.

3. *Upon receipt of an annexation request or the initiation of annexation proceedings by the City, the City shall forward information regarding the request (including any proposed zone change) to the County for comments and recommendations. The County shall have twenty (20) days to respond unless they request and the City allows additional time to submit comments before the City makes a decision on the annexation proposal.*

Applicant is not requesting annexation.

4. *All land use actions within the Urban Growth Area shall be consistent with the Woodburn Comprehensive Plan and the County's land use regulations.*

The proposal is not consistent the Woodburn Comprehensive Plan or the County's land use regulations.

5. *In order to promote consistency and coordination between the City and County, both the City and County shall review and approve amendments of the Woodburn Comprehensive Plan that apply to the Urban Growth Area. Such changes shall be considered first by the City and referred to the County prior to final adoption. If the County approves a proposed amendment to the Woodburn Comprehensive Plan, the change shall be adopted by ordinance and made a part of the County's Plan.*

This policy does not apply to the proposal.

6. *The area outside the Urban Growth Boundary shall be maintained in rural and resource uses consistent with Statewide Planning Goals. The area outside the Urban Growth Boundary designated the Urban Reserve Area shall be subject to the requirements in Section V below.*

This policy does not apply to the proposal.

7. *The City and County shall promote logical and orderly development within the Urban Growth Area in a cost-effective manner. The County shall not allow uses requiring a public facility provided by the City within the Urban Growth Area prior to annexation to the City unless agreed to in writing by the City.*

The proposal is for a zone change which would allow an urban level of uses on the subject property. As addressed below, conversion of land within the Urban Growth Area to urban uses shall occur upon annexation. Applicant is not proposing annexation. Applicant is not proposing connection to public facilities, but rather private water and sewage facilities.

Applicant suggests that all land within the UGB is essentially urban. However, the subject property is zoned UT, and the UT zone contemplates future urban use (emphasis added), and is intended to encourage uses consistent with Exclusive Farm Use zoning until such as time as the land is annexed into a city. In this case, the subject property is zoned UT, and exists with the UGB.

Applicant disputes that the county zone change standard includes an analysis of "urban use." Applicant argues that because the property will be served with adequate private water, sewer, and storm facilities, the standard is satisfied. However, the standard demands adequate "public" facilities and services. Public facilities and services are required to provide an urban level of services. Because Applicant proposes an urban use, without an urban level of services, the proposal does not meet the policy.

8. *City sewer and water facilities shall not be extended beyond the Urban Growth Boundary, except as may be agreed to in writing by the City and County, consistent with Oregon Administrative Rules, the Woodburn Comprehensive Plan and the Marion County Comprehensive Plan.*

This policy does not apply to the proposal.

9. *Conversion of land within the Urban Growth Area to urban uses shall occur upon annexation and be based on consideration of applicable annexation policies in the Woodburn Comprehensive Plan.*

The proposed zone change to CG would allow an urban level of use without annexation to receive an urban level of service. The Woodburn Comprehensive Plan states, “The County shall not allow urban uses within the Urban Growth Boundary prior to annexation to the City unless agreed to in writing by the City.” The proposed zone change would make those urban uses allowed in the CG-zone outright permitted on the subject property without those uses being agreed to in writing by the City.

Applicant indicates that it would agree to a condition of approval that would limit the uses allowed by this zone change to SIC 1731, an electrical contractor shop. This use, SIC 17, is not allowed in CO or CR which are more restrictive urban commercial zones.

A zone change to CG is a necessarily a conversion of land to urban uses. The proposal is not consistent with this policy.

10. *The City shall discourage the extension of public facilities into the Urban Growth Area without annexation. However, if the extension of public facilities into the Urban Growth Area is necessary because of an emergency, health hazard or the City determines it is otherwise desirable, the facilities may be extended subject to terms and conditions contained in a service contract between the City and the property owner.*

This policy does not apply to the proposal.

11. *The City shall be the provider of public water, sanitary sewer and stormwater facilities within the Urban Growth Boundary unless otherwise agreed to by the City, the County, and any other applicable party. The City shall be responsible for preparing the public facilities plan for all lands within the Urban Growth Boundary.*

The proposal is for a zone change which would subsequently allow a use on the property that will require services. The services could theoretically be provided with a private well and onsite septic system. The City’s intention throughout policies in the comprehensive plan and UGCA is to establish public sewer and water as land in the UGB is annexed. The City of Woodburn has not indicated any agreement to allow for private well and septic on this parcel within the UGB.

Marion County asserts that any well or septic system would require the City of Woodburn to sign a Land Use Compatibility Statement (LUCS) approving the development. The City of Woodburn objects to the proposal. Although it appears that the proposal is not consistent with this policy based upon the City’s position, the proposal could be consistent with the policy if a LUCS was required and agreed to by the City of Woodburn.

### Section III. Administration of Zoning and Subdivision Regulations

1. *The County shall provide notice and request for comments on conditional uses, variances, adjustments, land divisions, property line adjustments and administrative reviews within the Urban Growth Area to the City at least 20 days before the County's initial evidentiary hearing or land use decision when no hearing is held. The County shall provide the City a notice of decision for all such applications in the Urban Growth Area when requested by the City.*
2. *Applications for uses permitted outright in the applicable County zone, including ministerial actions, will not involve any notice or request for comments to the City.*

Marion County follows these procedures for conditional uses, variances, adjustments, land divisions, property line adjustments and administrative reviews within the Urban Growth Area.

The proposal is for a zone change which does not fall within this regulation. Marion County has, however, followed these procedures in processing this application and notified the City. The City of Woodburn was notified of the public hearing and responded in opposition to the proposal.

3. *The County may require City development standards for development within the Urban Growth Area, including dedication of additional right-of-way or application of special street setbacks when requested by the City. The County may require compliance with City development standards, in lieu of County standards if the development is other than a single-family dwelling.*

The City of Woodburn expressed concern that Applicant would not implement the road development standards in the Woodburn Development Ordinance (WDO). Applicant confirmed that it does not consider road improvements to be reasonable under the rough proportionality standard. Applicant proposed a nonremonstrance agreement instead that the property owners or successors will not object to the formation of a local improvement district or other public financing mechanizing for the improvements required, and furthermore that the property owner or successor will pay their share for the improvements. With approval from the City and a nonremonstrance agreement as a condition of approval, this standard could be met.

4. *For development approved under (1) or (2), if public sewer and water facilities or city limits are located within 300 feet of the subject property, the County shall require that the development connect to the facilities under use of wells or other means are allowed in writing by the City. The City will require any property connecting to City sanitary sewer or water facilities to annex to the City. The City shall provide the County information about the location of public sewer and water. The County may approve development of permitted uses on properties more than 300 feet from the city limits, or from a public sewer or water facility using wells and DEQ approved wastewater disposal systems.*

Applicant references this section as applicable to the proposed zone change. However, this section is only applicable to types of development referenced in (1) or (2) of this subsection of the UGCA. The types of developments referenced in (1) or (2) are all uses that would be permitted outright permitted, permitted subject to review, or require a conditional use permit.

This section does not apply to developments that are not permitted in any way within the current zone, and require a zone change to establish. The proposed use requires a zone change to an urban zone because it is an urban use. Establishment of urban uses requires annexation as per the UGCA and Woodburn's Comprehensive Plan.

5. *If a proposed use is not specifically identified in the Marion County Urban Zone Code, and the County is proposing an interpretation classifying the use as permitted in the applicable zone under the interpretation provisions of the Zone Code, the County shall give the City an opportunity to comment before the County makes a final land use decision.*

Applicant is seeking a zone change to CG to establish a use that is specifically permitted in the CG zone. No interpretation of the use is required.

### **Woodburn Comprehensive Plan**

8. Woodburn Comprehensive Plan Goals apply to the proposal.

#### **Marion County Coordination Goals and Policies**

*C-1. To coordinate with Marion County regarding planning issues that extend beyond the boundaries of the City of Woodburn, including population allocations, amendments to acknowledged comprehensive plans and transportation system plans, and achievement of a compact urban growth form, as required by Statewide Planning Goals 2 (Land Use Planning and Coordination), 12 (Transportation) and 14 (Urbanization).*

Woodburn has coordinated with Marion County regarding planning issues beyond city limits by working together to create the 2015 UGCA, and communicating regarding land use applications within the UGB, including the proposed zone change addressed herein.

*C-1.1 Marion County Framework Plan goals, policies and guidelines will be considered when the City considers plan amendments that require Marion County concurrence.*

This policy does not apply to the proposal.

*C-1.2 The City of Woodburn shall have primary responsibility to plan for community growth within its Urban Growth Boundary, and recognizes its responsibility to coordinate with Marion County to ensure the efficient use of urbanizable land within the Woodburn Urban Growth Boundary.*

Marion County recognized this goal with the 2015 UGCA. The City Woodburn has coordinated with Applicant and with Marion County to discuss this project.

The City of Woodburn submitted comments explaining that the proposal is not consistent with their comprehensive plan or the 2015 UGCA.

#### **Commercial Lands Goals and Policies**

*During the 1990s, Woodburn experienced large-scale commercial growth near Interstate 5. Although commercial development has provided jobs for many Woodburn residents, this growth*

*has contributed to congestion at the 1-5/Highway 214 Interchange, which has constrained the City's ability to attract basic industrial employment that requires 1-5 access. Woodburn will encourage infill and redevelopment of existing commercial sites, and will encourage neighborhood-serving commercial developments in Nodal Development areas.*

*F-1. Identify, promote, and regulate to bring about urban infill and redevelopment of existing commercial areas within the community, as well as development of neighborhood nodes, to meet future development needs, support potential additional housing, and reduce traffic congestion and reliance on motor vehicles for basic commercial services.*

This policy does not apply to the proposal.

*F-1.1 The City should at all times have sufficient land to accommodate the retail needs of the City and the surrounding market area while encouraging commercial infill and redevelopment. The City presently has five major commercial areas: Highway 99E, 1-5 Interchange, the downtown area, the Nodal Neighborhood Commercial area (along Parr Road), and the 214/211/99E Four Corners intersection area. No new areas should be established.*

This policy does not apply to the proposal.

*F-1.8 Ensure that existing commercial sites are used efficiently. Consider the potential for reuse, re-tenanting, or redevelopment of existing commercial sites and modifications to zoning regulations that urbanize development to attract new investment.*

This policy does not apply to the proposal.

#### Workforce and Target Industry Development

F-2 Enhance the quality of the city workforce and support development of target industries.

The applicant points out that the construction sector is identified as a target industry in the City of Woodburn's Economic Opportunities Analysis (EOA). The proposed zone change would allow the applicant to move their base of operations to the subject property. The subject property is designated Commercial in the Woodburn Comprehensive Plan, and therefore appropriate for the proposed CG zone. The use for an electrical contractor shop is permitted in both Marion County and Woodburn's versions of the Commercial General zone. The city's workforce would be enhanced by approximately 15 electrician positions required by Creative Electric, as well as several support staff. These are high-paying trade jobs that would be created within Woodburn's UGB. The proposal is consistent with this policy.

#### Growth Management Goals and Policies

*G-1.1 The City's goal is to manage growth in a balanced, orderly, and efficient manner, consistent with the City's coordinated population projection.*

The proposal is for a zone change to a zone that matches the underlying designation in the Woodburn Comprehensive Plan. Applicant has offered several conditions of approval that would

ensure future annexation of the property, future connection to public water and sewer, and future contributions towards frontage improvements.

The City of Woodburn does not extend urban services without either annexation, or written agreement, as outlined in the UGCA and their Comprehensive Plan. Annexation is not currently possible because the subject property is not adjacent to land in the City of Woodburn.

The proposal is not consistent with this goal.

*G-1.7 The City's policy is to accommodate industrial and commercial growth consistent with Woodburn Economic Opportunities Analysis (EOA).*

Applicant states that the proposal is consistent with the EOA. The construction industry is listed as a target industry on page 21 of the 2023 EOA. The proposal is consistent with this policy.

*G-1.8 Woodburn's policy is to diversify the local economy. Woodburn seeks to diversify the local economy so that the community will prosper and can weather swings in the business cycle, seasonal fluctuations, and other economic variables. The intent is to provide a broad spectrum of commercial and industrial enterprises. The variety of enterprises will not only provide insulation from negative business factors, but a choice in employment opportunities that in turn allows for the diversification in income types.*

Applicant states that the establishment of the electrical contractor's shop, as a result of the proposed zone change, will employ approximately 15 electricians and several administrative staff. The City of Woodburn did not comment on whether it considers the proposal a means to diversification of the local economy. The proposal is consistent with this policy.

*G-1.12 The County shall retain responsibility for regulating land use on lands within the urban growth area (unincorporated land inside the UGB) until such lands are annexed by the City. The urban growth area has been identified by the City as urbanizable and is considered to be available, over time, for urban development.*

The County retains this responsibility. The subject parcel is not yet eligible for annexation, which is a requirement for urbanization. The current zoning, Urban Transition, is a transitional zone that permits continuation of pre-existing or resource uses between the time a property is brought within an Urban Growth Boundary and the time it is annexed into the city.

The proposed zone change is to an urban zone, for the purpose of establishing an urban use, without annexation as required by the UGCA and the Woodburn Comprehensive Plan. The proposal is not consistent with this policy.

*G-1.13 The City and County shall maintain a process providing for an exchange of information and recommendations relating to land use proposals in the urban growth area. Land use activities being considered within the urban growth area by the County shall be forwarded by the County to the City for comments and recommendations.*

This process for an exchange of information is maintained.

*G-1.14 All land use actions within the urban growth area and outside the City limits shall be consistent with the City's Comprehensive Plan and the County's land use regulations.*

The proposed zone change is not consistent with the Woodburn Comprehensive Plan and does not satisfy the zone change criteria in Marion County Code. The proposal is not consistent with this policy.

*G-1.17 The City and County shall strive to enhance the livability and promote logical and orderly development of the urban growth area in a cost effective manner. The County shall not allow urban uses within the Urban Growth Boundary prior to annexation to the City unless agreed to in writing by the City. City sewer and water facilities shall not be extended beyond the City limits, except as may be agreed to in writing by the City and the property owner and the owner consents to annex. The City shall be responsible for preparing the public facilities plan.*

The proposed zone change, and subsequent use, are consistent with the underlying designation in the City of Woodburn Comprehensive Plan. The proposed zone change is sought in order to establish an urban use and, therefore, requires annexation. The proposal is not consistent with this policy.

*G-1.18 Conversion of land within the boundary to urban uses shall be based on a consideration of: (a) Orderly, economic provision for public facilities and services;*

Applicant proposed a condition requiring an agreement to utilize public facilities and services once available. The City of Woodburn objects and does not approve of a new use relying on private water and septic facilities in the UGB. The city plans to provide services at the time of annexation. The subject parcel is not eligible for annexation. An orderly economic provision for public facilities and uses will be completed at the time of annexation.

*(b) Availability of sufficient land for the various uses to ensure choices in the market place;*

The proposal is for a zone change to a zone that is consistent with the Woodburn Comprehensive Plan designation for this property. Establishment of urban use requires annexation. The subject parcel is not eligible for annexation. The proposal will not increase the availability of land for various urban uses until such time that it annexes into the City of Woodburn.

*(c) LCDC Goals;*

The LCDC Goals applicable to this proposal are considered in the next section of this document (10).

As addressed further below, the proposal is not consistent with Goal 14.

*(d) Further development of vacant and underutilized residential land within the City's buildable land inventory before annexing additional territory for conversion to residential use at urban densities; and*

This subsection does not apply to the proposal.

*(e) Applicable provisions of the Marion County and City Comprehensive Plans.*

The proposal fails to fully comply with Marion County Code and the City of Woodburn Comprehensive Plan. The proposed zone change is to an urban zone for the establishment of an urban use. Annexation is not possible at this time. The proposal is not consistent with the Woodburn Comprehensive Plan.

### **Statewide Planning Goals**

9. The relevant Statewide Planning Goals for consideration are Goals 2, 12, and 14:

*Goal 2 – Land Use Planning: To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.*

The process for evaluating the proposed zone change is outlined in MCC 16.39.050. The process allows the opportunity for public comment, staff review, and requires review by a hearings officer. This process implements policy frameworks of the Marion County Code, the underlying City of Woodburn comprehensive plan, and the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement. The planning process is consistent with Goal 2 – Land Use Planning, and the goal is met.

*Goal 12 – Transportation: To provide and encourage a safe, convenient and economic transportation system.*

The subject property of the proposed zone change is adjacent to Highway 99E, which is classified as an Arterial road. The proposed zone is appropriate for citing adjacent to a highway. Applicant provided a letter from a registered Transportation Engineer stating the proposal will generate trips that are already accounted for within current Transportation Systems Plan for Marion County, as well as Exhibit 1. The proposed zone change is compatible with Goal 12 – Transportation, and the goal is met.

*Goal 14 – Urbanization: To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.*

The proposed zone change to Commercial General under Marion County is not consistent with the Growth Management Goals and Policies of the Woodburn Comprehensive Plan. The proposed

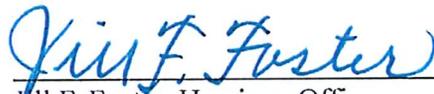
zone change is not consistent with the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement. The UCGA between Woodburn and Marion County ensures the orderly and efficient transition from rural to urban land uses within the urban growth boundary for Woodburn. The proposal is not consistent with the agreement, which is an enforceable agreement under ORS 190.010. The subject parcel is not eligible for annexation and has no public water nor sanitary sewer services available. The proposed zone change would permit urban uses without an urban level of services available. Therefore, the proposal is not consistent with Goal 14.

10. The proposal does not meet the criteria required for a zone change in the Marion County Code. The proposal is not consistent with the policies of Woodburn's Comprehensive Plan. The proposal is not consistent with the policies of the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement. The proposal is not consistent with Statewide Land Use Planning Goal 14. Because the proposal does not meet criteria and is not consistent with planning goals, the Application is DENIED.

### VIII. Appeal Rights

An appeal of this decision may be taken by anyone aggrieved or affected by this order. An appeal must be filed with the Marion County Clerk (555 Court Street NE, Salem, Oregon), by 5:00 p.m. on the **23<sup>rd</sup> day of July, 2025** (15 days of the date of mailing of this decision). The appeal must be in writing, must be filed in duplicate, and must be accompanied by a payment of \$500.00, and must state wherein this order fails to conform to the provisions of the applicable ordinance and/or criteria. If the Board denies the appeal, \$300 of the fee will be refunded.

DATED this 8<sup>th</sup> day of July, 2025.

  
\_\_\_\_\_  
Jill F. Foster, Hearings Officer

## CERTIFICATE OF MAILING

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

Wendie Kellington  
1335 Chandler Rd.  
Lake Oswego, OR 97034

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

Chris Killmer  
270 Montgomery Street  
Woodburn, OR 97071

Fire District: (via email)  
gibbsj@woodburnfire.com

Chris Kerr  
270 Montgomery Street  
Woodburn, OR 97071

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

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

Britany Randall  
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Salem, OR 97071

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

City: Woodburn (via email)  
Chris.Kerr@ci.woodburn.or.us  
dan.handel@ci.woodburn.or.us  
Heather.pierson@ci.woodburn.or.us

School District: (via email)  
Woodburn School District  
sbishop@woodburnsd.org

Area Advisory Committee 6:  
Ben Williams  
Friends of French Prairie  
Fofp99@gmail.com

**State Agencies Notified: (via email)**  
angela.carnahan@state.or.us  
hilary.foote@dlcd.oregon.gov  
sarah.marvin@state.or.us  
karen.grosulak-mccord@dlcd.org  
ODOTr2planmgr@odot.state.or.us

**County Agencies Notified:**

Assessor's Office (via email)  
assessor@co.marion.or.us  
Tax Collector (via email)  
NMcVey@co.marion.or.us  
ADhillon@co.marion.or.us

CERTIFICATE OF MAILING (Creative Electric, LLC - ZC 25-002)

By mailing to them copies thereof. I further certify that said copies were placed in sealed envelopes addressed as noted above, that said copies were deposited in the United States Post Office at Salem, Oregon, on the 8<sup>th</sup> day of July, 2025 and that the postage thereon was prepaid.



\_\_\_\_\_  
Administrative Assistant to the  
Hearings Officer

**CITY OF WOODBURN/MARION COUNTY  
URBAN GROWTH COORDINATION AGREEMENT**

This Agreement made and entered into this 23<sup>rd</sup> day of December, 2015, by and between the City of Woodburn, a municipal corporation, hereinafter called "City" and Marion County, a political subdivision of the State of Oregon, hereinafter called "County."

**WITNESSETH:**

**WHEREAS, IT APPEARING** to the City and County that ORS Chapter 197, the Land Conservation and Development Commission ("LCDC"), and Statewide Planning Goal 14: Urbanization require that an Urban Growth Boundary be established around each incorporated city in the State of Oregon, and that the "establishment and change of the boundary shall be a cooperative process between a city and the county or counties that surround it"; and

**WHEREAS**, on May 21, 2015, LCDC remanded Work Task 2 of the Woodburn Periodic Review and Urban Growth Boundary amendment to the City; and

**WHEREAS**, in order to respond to LCDC's remand order it is necessary for the City to make, and the County to approve, a new land use decision on the existing record ("the Decision on Remand"); and

**WHEREAS**, in response to LCDC's remand, Goal 14, and the authority granted by ORS Chapter 190 concerning intergovernmental agreements, City and County have adopted an Urban Growth Boundary in Response to Remand, which is appended as Attachment 1, together with policies and procedures for amending the Urban Growth Boundary, revising City and County comprehensive plans within the Urban Growth Boundary and outside the city limits, and a coordination process for county land division and land use decisions within the Urban Growth Area (i.e., the area between the city limits and the Urban Growth Boundary); and

**WHEREAS**, both the City and County believe that this Agreement must be amended so that the Decision on Remand can be addressed; and

**WHEREAS**, the City and County may designate an Urban Reserve Area pursuant to Oregon Administrative Rule 660-021 where there is a demonstrated long-term need for land for a city's future Urban Growth Boundary expansion and a consideration of the cost-effective provision of public facilities and services to lands to be included in a Urban Growth Boundary; and

**WHEREAS**, Marion County has areas of significant and high-value farmland that should be preserved by preventing future expansion of the City onto those lands for a certain number of years; and

**WHEREAS**, the intent of the urban growth program for the City is as follows:

1. Promote the orderly and efficient conversion of land from Rural/Resource uses to urban uses within the Urban Growth Area.
2. Reduce potential conflicts with resource lands, establishing an Urban Reserve Area and expansion limitations where necessary.
3. Promote the retention of lands in resource production in the Urban Growth Boundary until provided with urban services and developed.
4. Coordinate growth in accordance with the Woodburn Comprehensive Plan and the Marion County Comprehensive Plan.

**NOW, THEREFORE**, the City and County adopt the following coordination and revision procedures and policies that, along with the policies of the Woodburn Comprehensive Plan, shall serve as the basis for land use decisions within the Urban Growth Area and within the Urban Reserve Area. It is the intent of the parties that the boundary and coordination policies and procedures expressed in this Agreement shall be consistent with Oregon State Laws, the Marion County Comprehensive Plan and the Woodburn Comprehensive Plan.

## I. COORDINATION POLICIES AND PROCEDURES

1. The County shall retain responsibility for regulating land use on lands within the Urban Growth Area until such lands are annexed by the City. The City and County identify the Urban Growth Area as urbanizable and available over time for urban development.
2. The City and County shall maintain a process providing for an exchange of information and recommendations relating to land use proposals in the Urban Growth Area. The County shall forward land use activities being considered within the Urban Growth Area by the County to the City for comments and recommendations. The City shall respond within twenty (20) days, unless the City requests and the County grants an extension.
3. Upon receipt of an annexation request or the initiation of annexation proceedings by the City, the City shall forward information regarding the request (including any proposed zone change) to the County for comments and recommendations. The County shall have twenty (20) days to respond unless they request and the City allows additional time to submit comments before the City makes a decision on the annexation proposal.
4. All land use actions within the Urban Growth Area shall be consistent with the Woodburn Comprehensive Plan and the County's land use regulations.
5. In order to promote consistency and coordination between the City and County, both the City and County shall review and approve amendments of the Woodburn Comprehensive Plan that apply to the Urban Growth Area. Such changes shall be considered first by the City and referred to the County prior to final adoption. If the County approves a proposed amendment to the Woodburn Comprehensive Plan, the change shall be adopted by ordinance and made a part of the County's Plan.
6. The area outside the Urban Growth Boundary shall be maintained in rural and resource uses consistent with Statewide Planning Goals. The area outside the Urban Growth

Boundary designated the Urban Reserve Area shall be subject to the requirements in Section V below.

7. The City and County shall promote logical and orderly development within the Urban Growth Area in a cost effective manner. The County shall not allow uses requiring a public facility provided by the City within the Urban Growth Area prior to annexation to the City unless agreed to in writing by the City.
8. City sewer and water facilities shall not be extended beyond the Urban Growth Boundary, except as may be agreed to in writing by the City and County, consistent with Oregon Administrative Rules, the Woodburn Comprehensive Plan and the Marion County Comprehensive Plan.
9. Conversion of land within the Urban Growth Area to urban uses shall occur upon annexation and be based on consideration of applicable annexation policies in the Woodburn Comprehensive Plan.
10. The City shall discourage the extension of public facilities into the Urban Growth Area without annexation. However, if the extension of public facilities into the Urban Growth Area is necessary because of an emergency, health hazard or the City determines it is otherwise desirable, the facilities may be extended subject to terms and conditions contained in a service contract between the City and the property owner.
11. The City shall be the provider of public water, sanitary sewer and stormwater facilities within the Urban Growth Boundary unless otherwise agreed to by the City, the County, and any other applicable party. The City shall be responsible for preparing the public facilities plan for all lands within the Urban Growth Boundary.

## II. AMENDMENTS TO THE URBAN GROWTH BOUNDARY AND THE URBAN GROWTH AREA

The Urban Growth Boundary and all Comprehensive Plan designations applicable to land within the Urban Growth Area shall be reviewed by the City and County as required by LCDC under its Periodic Review rules or as the City updates its Comprehensive Plan where County concurrence is necessary. These, and any other amendments to the Urban Growth Boundary, Comprehensive Plan or zoning in the Urban Growth Area shall be reviewed and approved in the manner provided below.

1. City initiated Comprehensive Plan Amendments for land within the city limits:

Whenever the City proposes an amendment to its Comprehensive Plan for land within the city limits, the City shall provide notice and request for comments on the proposed amendment to the County at least 20 days before the City's initial evidentiary public hearing.

2. City initiated Comprehensive Plan amendments within the Urban Growth Area and proposed Urban Growth Boundary and Urban Reserve Area amendments:

- A. Upon receipt of notice of Periodic Review, the City shall review its Comprehensive Plan to determine if it needs to be updated. The City may also propose Comprehensive Plan amendments, including Urban Growth Boundary and Urban Reserve Area amendments, at times other than those specified by LCDC's Periodic Review Order.

The City shall forward proposed amendments together with all exhibits, findings of fact, and conclusions of law regarding the amendments to the County for review and comments at least 20 days before the City's initial evidentiary public hearing. The City shall be responsible for providing necessary notice of amendments to the Department of Land Conservation and Development ("DLCD").

The City and County shall jointly submit one notice of a proposed Urban Growth Boundary or Urban Reserve Area amendment to DLCD, as required by administrative rule, at least 35 days before the City's first evidentiary hearing.

The City shall hold one or more Planning Commission and one or more City Council hearings. Upon conclusion of its deliberations, if the City Council concludes it will approve a proposed amendment, it shall adopt a resolution stating its intent and adopt findings of fact and conclusions of law supporting the Council's decision.

- B. After adopting a resolution of intent to amend its comprehensive plan the City shall forward the proposed amendment to the County for hearing along with any comments from DLCD or other interested parties received by the City. Within 90 days after the date the City provides its resolution of intent along with all supporting studies, exhibits, comments and findings of fact and conclusions of law to the County, the County shall hold a public hearing on the City's proposal. If the County decides to reject the proposal or wishes to propose modifications, either party may request a joint meeting to resolve differences.
  - C. Upon concurrence by the County, both the City and County shall formally amend their respective Comprehensive Plans to reflect the agreed upon change. The County shall forward its signed ordinance approving an Urban Growth Boundary or Urban Reserve Area amendment to the City, and the City shall submit a joint notice of adoption to DLCD as required by administrative rule.
3. County initiated Comprehensive Plan Amendments within the Urban Growth Area or Urban Growth Boundary Amendments:
- A. Upon receipt of notice of Periodic Review, the County shall review its Comprehensive Plan to determine if it needs to be updated. The County may

also propose amendments at times other than those specified by LCDC's Periodic Review Order.

The County shall develop proposed amendments and forward them together with all exhibits, findings of fact and conclusions of law regarding the amendments to the City for review and comments at least 20 days before the County's initial evidentiary public hearing. Within 90 days after the County provides the proposed amendments to the City, the City shall schedule at least one public hearing by the City Planning Commission. The County shall be responsible for providing necessary notice of amendments to DLCD.

- B. The City Planning Commission shall hold one or more public hearings. After the Planning Commission has concluded its hearing(s), it shall make a recommendation to the City Council. The City Council and the County Board of Commissioners shall each hold a public hearing or may jointly conduct one or more public hearings. The two governing bodies may deliberate together on the proposed amendment(s). At the conclusion of those deliberations, if the conclusion is to approve the proposed amendment(s), the City Council and the Board of Commissioners shall each adopt an ordinance to amend their respective comprehensive plans accompanied by agreed upon findings of fact and conclusions of law.
- 4. County Zoning Amendments in Urban Growth Area: Whenever the County proposes an amendment to its zoning map or regulations for lands within the Urban Growth Area, the County shall provide notice and request for comments on the proposed amendment to the City at least 20 days before the County's initial evidentiary public hearing.
  - 5. City Zoning Amendments in city limits: Whenever the City proposes an amendment to its zoning map or regulations for lands within the city limits, the City shall provide notice and request for comments on the proposed amendment to the County at least 20 days before the City's initial evidentiary public hearing.

6. In amending the Urban Growth Boundary, the city limits or their respective comprehensive plans, the City and County shall follow all procedures as required by Oregon State Law. In the case of an amendment to Urban Growth Boundary, the governing bodies shall base the amendment on consideration of Goal 14 (Urbanization), applicable planning statutes and Administrative Rules.

### **III. ADMINISTRATION OF ZONING AND SUBDIVISION REGULATIONS**

In making land use decisions within the Urban Growth Area, the City and County agree to the following:

1. The County shall provide notice and request for comments on conditional uses, variances, adjustments, land divisions, property line adjustments and administrative reviews within the Urban Growth Area to the City at least 20 days before the County's initial evidentiary hearing or land use decision when no hearing is held. The County shall provide the City a notice of decision for all such applications in the Urban Growth Area when requested by the City.
2. Applications for uses permitted outright in the applicable County zone, including ministerial actions, will not involve any notice or request for comments to the City.
3. The County may require City development standards for development within the Urban Growth Area, including dedication of additional right-of-way or application of special street setbacks when requested by the City. The County may require compliance with City development standards, in lieu of County standards if the development is other than a single-family dwelling.
4. For development approved under (1) or (2), if public sewer and water facilities or city limits are located within 300 feet of the subject property, the County shall require that the development connect to the facilities unless use of wells or other means are allowed in writing by the City. The City will require any property connecting to City sanitary sewer or water facilities to annex to the City. The City shall provide the County

information about the location of public sewer and water. The County may approve development of permitted uses on properties more than 300 feet from the city limits, or from a public sewer or water facility using wells and DEQ approved wastewater disposal systems.

5. If a proposed use is not specifically identified in the Marion County Urban Zone Code, and the County is proposing an interpretation classifying the use as permitted in the applicable zone under the interpretation provisions of the Zone Code, the County shall give the City an opportunity to comment before the County makes a final land use decision.

#### **IV. MARION COUNTY URBAN GROWTH MANAGEMENT FRAMEWORK**

This Agreement is required to be consistent with the Urban Growth Management Framework of the Marion County Comprehensive Plan. The Framework is a coordination planning strategy that provides guidelines a city may choose to follow when coordinating urban growth boundary needs with the County. The decision on how to use any applicable coordination guidelines of the Framework is up to a city and there can be several approaches taken by cities to coordinate planning efforts with the County consistent with the Framework.

To facilitate coordination between the City and County, the Woodburn Comprehensive Plan has been amended to incorporate applicable policies and guidelines found in the Marion County Urban Growth Management Plan. The City shall consider applicable Woodburn Comprehensive Plan policies and guidelines when making land use decisions within the Urban Growth Area.

#### **V. EXPANSION LIMITS AND URBAN RESERVE AREA**

1. For 20 years from the date the Decision on Remand is final and acknowledged by LCDC, neither the City nor County will seek, consider, or approve an expansion of the Woodburn Urban Growth Boundary in the following areas:
  - West of the portion of Butteville Road NE, as depicted on Attachment 2.

- Northeast of Highway 99E located at the northeast edge of the existing Urban Growth Boundary, as depicted on Attachment 2.
2. Woodburn intends the Urban Growth Boundary expansion area known as the Southwest Industrial Reserve comprising approximately 190 acres, located, east of Butteville Road and north of Parr Road to be used for larger industrial users. Specific lot size standards shall be established limiting the size and number of future lots for these properties.
  3. Woodburn recognizes that residential uses present the most adverse conflicts with both agricultural practices and with many industrial uses, especially those that use trucks as part of their regular business practice. Woodburn and Marion County recognize that the land to the west of Butteville Road NE is a critical part of the irreplaceable land base of the region's agricultural industry. Therefore, to minimize conflicts between urban and agricultural uses and to minimize conflicts between the industrial uses in Southwest Industrial Reserve and other urban uses, the City and County will:
    - Ensure that the design of and any improvements to the portion of Butteville Road NE serving the Southwest Industrial Reserve not encourage any urban traffic unrelated to the industrial use in the immediate area and unrelated to agricultural uses west of Butteville Road.
    - As industrial development is planned for in the Southwest Industrial Reserve consideration shall be given to methods to mitigate impacts from development and adjacent agricultural activities this can include buffers or increased setbacks along Butteville Road, provide that any buffers needed to reduce conflicts between the industrial uses and agricultural activity west of Butteville Road NE are located inside the Urban Growth Boundary.
  4. As part of the Decision on Remand the Urban Reserve Area depicted on Attachment 3 is created:

- A. The County shall apply a rural resource zone that establishes a minimum parcel size of at least 80 acres, notwithstanding provisions for the division of land into smaller parcels for certain non-resource uses as allowed by the zoning.
- B. Dwellings on any new parcels created shall be clustered to the maximum extent possible, taking into account parcel dimensions, natural hazards, proximity to roadways, natural features, future platting potential, nearby dwellings and other similar features.
- C. The County shall continue to be responsible for building code administration and land use regulation until such time as the property is annexed into the City.
- D. No sewer or water service will be provided while the property remains outside the Urban Growth Boundary. Fire protection will continue to be provided by the Woodburn Fire District. While remaining outside the Urban Growth Boundary, parks and transportation facilities will be provided by the County. While remaining outside the Urban Growth Boundary, stormwater requirements will continue to be applied by the County.

## VI. AREA OF MUTUAL CONCERN

The area of land identified in Attachment 4, attached to this Agreement, lies outside the Woodburn Urban Growth Boundary and shall be known as the Area of Mutual Concern. Land use decisions within this area may have a significant impact on future growth plans of the City of Woodburn. The County recognizes this interest and agrees to coordinate with the City as follows:

1. The County shall retain responsibility for land use decisions and actions concerning and affecting lands within the Area of Mutual Concern.
2. The County shall provide notice and request for comments of pending land use actions within the Area of Mutual Concern to the City at least 20 days before the initial evidentiary hearing or land use decision when no public hearing is held. Where the first

scheduled action on a proposal is a public hearing and the City responds in writing within 10 days requesting additional time in which to review the proposal, the City's time for submitting comments may be extended until the next regularly scheduled hearing before that body. If no additional hearing is involved, the City shall be allowed an additional 10 days to submit comments.

3. The County shall discourage development that would preclude future redevelopment and urbanization of the area. The County shall encourage applicants for land divisions to submit plans for the efficient future re-division of the land to urban densities.
4. The County shall send notice of land use decisions within the Area of Mutual Concern to the City when requested by the City, when such decisions are issued. Applicable appeal periods set by County ordinance or State statute shall apply to such decisions.
5. The County shall send notice of public hearings to the City within the times prescribed by County ordinance or State law prior to hearings on appeals of such decisions, when requested by the City.
6. The City may at its discretion develop studies as to the suitability, feasibility, and effectiveness of extending urban facilities such as water and sewer service to land within the Area of Mutual Concern. Such studies shall not be construed by the County or others as being a violation of the City's or County's Comprehensive Plans. The City will not, however, extend such facilities into this area without first obtaining appropriate amendments to the City and County's Comprehensive Plans. This provision is intended to recognize that certain facility planning requires consideration of timetables that extend beyond the 20-year planning period recognized in the City and it is therefore appropriate for specialized facility planning to be undertaken for the Area of Mutual Concern.

**VII. APPEALS**

If no mutual agreement can be achieved in the course of reviewing amendments or land use applications as noted in Sections II, III and V, each party retains its right to appeal as provided in State law.

**IT IS HEREBY UNDERSTOOD AND AGREED** that this Agreement shall remain in effect unless terminated by one of the parties giving the other party a thirty day (30) termination notice, in writing. It is further understood that this Agreement may be reviewed by the City and County every year.

The City and County shall authorize the execution of this Agreement.

**IN WITNESS THEREOF**, the respective parties hereto have caused this Agreement to be signed in their behalf the day and year first above written.

**MARION COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_

Chair

  
\_\_\_\_\_

Commissioner

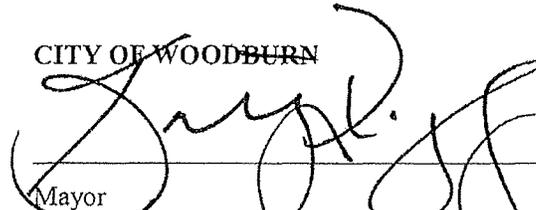
  
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Commissioner

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

Marion County Legal Counsel

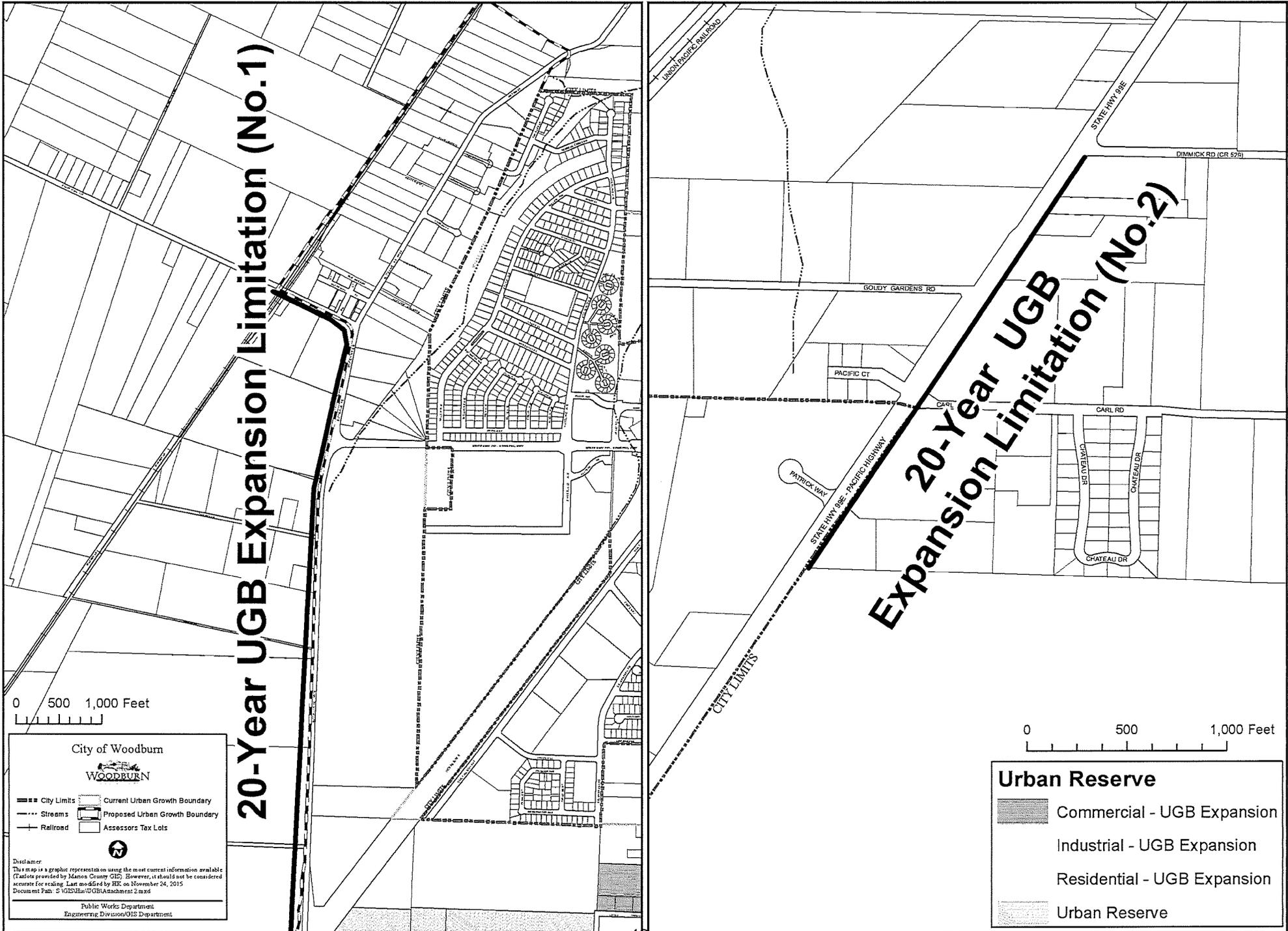
CITY OF WOODBURN  
  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Woodburn City Attorney



# Attachment 2



**20-Year UGB Expansion Limitation (No.1)**

**20-Year UGB Expansion Limitation (No.2)**

0 500 1,000 Feet

0 500 1,000 Feet

**City of Woodburn**  
WOODBURN

- City Limits
- Streams
- Railroad
- Current Urban Growth Boundary
- Proposed Urban Growth Boundary
- Assessors Tax Lots

Disclaimer  
This map is a graphic representation using the most current information available (Taxlots provided by Marion County GIS). However, it should not be considered accurate for scaling. Last modified by RH on November 24, 2015  
Document Path: S:\GIS\Map\UGB\Attachments\2.mxd

Public Works Department  
Engineering Division/GIS Department

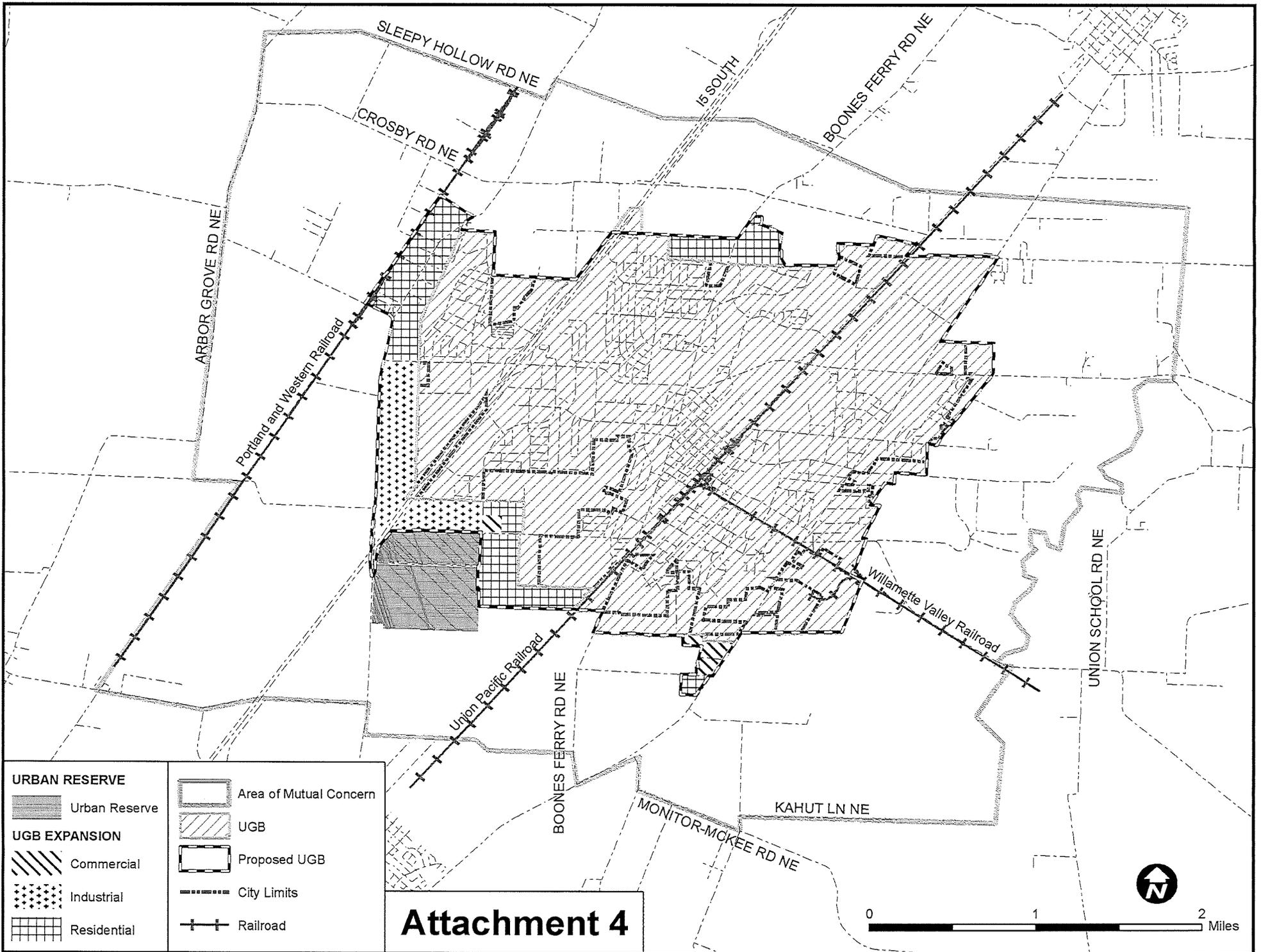
**Urban Reserve**

- Commercial - UGB Expansion
- Industrial - UGB Expansion
- Residential - UGB Expansion
- Urban Reserve

# Attachment 3



**Urban Reserve**  
Urban Reserve



# Attachment 4

# ZC25-002/Creative Electric, LLC

## Services Summary

### Use Permitted Outright

- No city comments (city can ask county to amend its list of permitted uses)
- Can be on well/septic
- May connect to city water and sewer if city permits

### Conditional Use

- City provides comments on application
- Criteria include: Adequate public and utility facilities and services to serve the use are available or will be made available prior to establishment of the use.
  - OAR 340-071-0160 requires the county deny a septic permit if a city sewer system is “both legally and physically available.”
  - If the city says a system is legally and physically available, but only if the property annexes, then the use cannot be approved because the use cannot be on a septic in the county; it must annex. Therefore, the use cannot be established until it’s annexed.
  - If the city says a system is not legally or physically available, the county can approve a septic system.

### Zone Change

- City provides comments on application
- Criteria include: Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property.
  - OAR 340-071-0160 requires the county deny a septic permit if a city sewer system is “both legally and physically available.”
  - If the city says a system is legally and physically available, but only if the property annexes, then the criteria are not met and the property must be annexed to be able to change the zoning.
  - If the city says a system is legally and physically available without annexation, the criteria are met and the zone change can be approved.
  - If the city says a system is not legally or physically available, the zone change criteria are not met and the zone change cannot be approved.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/29/2025

Department: Finance

Title: FY 2025-26 First Supplemental Budget

Management Update/Work Session Date: 10/21/2025 Audio/Visual aids

Time Required: 15 Contact: Jeff White Phone: 503-373-4433

Requested Action: To approve FY 2025-26 First Supplemental Budget.

Issue, Description & Background: All supplemental budgets must be adopted by the Board of Commissioners during a Board Session.

Financial Impacts: Increase of Marion County's FY 2025-26 budget by \$43,953,470 to a revised total of \$787,248,121.

Impacts to Department & External Agencies: Some departments and funds require additional budget authority .

List of attachments: Resolution and Supplemental Budget

Presenter: Daniel Adatto, Senior Budget Analyst

Department Head Signature: [Handwritten signature]

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of the First     )  
Supplemental Budget for     )  
Fiscal Year 2025-26         )

**RESOLUTION No. \_\_\_\_\_**

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on October 29, 2025, to consider adopting the first supplemental budget and make appropriations for fiscal year 2025-2026.

WHEREAS, county departments have requested budget adjustments due to unforeseen circumstances as described in the explanation attached hereto and by this reference made a part hereof; and

WHEREAS, the Marion County Budget Officer has reviewed the requests of the departments and recommends a first supplemental budget increase of \$43,953,470 for fiscal year 2025-2026 to the board; and

WHEREAS, the county has published information about the first supplemental budget and notice of the public hearing on the budget as required by local budget law in the Woodburn Independent on October 22, 2025; and

WHEREAS, the first supplemental budget document was available for public inspection beginning October 22, 2025, and the board held the duly noticed public hearing on October 29, 2025; now, therefore

IT IS HEREBY RESOLVED, that for the fiscal year beginning July 1, 2025, the first supplemental budget increase of \$43,953,470 is approved for the purposes shown in the attached schedule, for a total appropriation of \$687,295,726, bringing the total budget for the fiscal year 2025-26 to \$787,248,121.

DATED at Salem, Oregon this 29th day of October 2025.

MARION COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Marion County  
First Supplemental Budget for  
Fiscal Year 2025-26  
October 29, 2025

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Marion County  
 First Supplemental Budget for  
 Fiscal Year 2025-26  
 October 29, 2025

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**EXECUTIVE SUMMARY**

According to Oregon Local Budget Law, Marion County, under certain circumstances, may make a supplemental budget for the fiscal year for which the regular budget has been prepared. Generally, these circumstances involve unanticipated resources or occurrences that require additional appropriation authority.

The board resolution authorizes the following specific amendments to the budget to be adopted on October 29, 2025, for the fiscal year beginning July 1, 2025, and ending June 30, 2026. The following proposed supplemental budget amendment increases the FY 2025-26 budget per the table below:

	FY 2025-26 Adopted Budget	1st Supplemental Changes	FY 2025-26 Amended Budget
<b>Total Budget</b>	\$743,294,651	\$43,953,470	\$787,248,121
<b>Appropriations Only</b>	\$647,821,930	\$39,473,796	\$687,295,726
<b>FTE</b>	1,652.01	-25.90	1,626.11

**Full Time Equivalent Summary**

The following proposed supplemental budget amendment includes a net reduction of **25.90 FTE**:

- **District Attorney’s Office (Decreased 1.00 FTE):**
  - General Fund
    - -1.00 FTE – The decrease is for 1.00 Data Specialist, as the workload is currently being handled by a contracted vendor.
- **Health and Human Services Department (Increased 0.1 FTE):**
  - Health and Human Services Fund
    - 0.10 FTE – The increase is for 0.10 Mental Health Specialist 2.
- **Human Resources Department (Decreased 1.00 FTE):**
  - Central Services Fund
    - -1.00 FTE – The decrease is for 1.00 Senior Project Manager. This is the inter-departmental reassignment from the Human Resources Department to the Information Technology Department, as this role is a better fit in IT Department for the current stage of ERP implementation.
- **Information Technology Department (Increased 1.00 FTE):**
  - Central Services Fund
    - 1.00 FTE – The increase is for 1.00 Senior Project Manager. As stated above in the Human Resources Department, this position is moving departments as the role is a better fit in the IT Department.
- **Sheriff’s Office (Decreased 25.00 FTE):**
  - General Fund
    - -19.00 FTE – The decrease is for 17.00 Stabilization Specialists, 1.00 Support Services Technician, 1.00 Case Aide Bilingual. This reduction is due to the reduction in staffing at the Transition Center.

Marion County  
First Supplemental Budget for  
Fiscal Year 2025-26  
October 29, 2025

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- Community Corrections Fund
  - -4.00 FTE – The decrease is for 1.00 Deputy Sheriff P&P Advanced, 1.00 Victim Assistance Program Coordinator, 1.00 Case Aide Bilingual, 1.00 Sergeant. This reduction is due to reduced State funding.
- Sheriff Grants Fund
  - -2.16 FTE – The decrease is for 2.00 Deputy Sheriff Institutions due to a reduction of Justice Reinvestment funds, 0.16 Deputy Sheriff Enforcement due to reduced funding for Marine Patrol.
- Traffic Safety Fund
  - 0.16 FTE – The increase is for Deputy Sheriff Enforcement due to reduced funding for Marine Patrol in the Sheriff Grants Fund; as a result, the cost was reallocated to the Traffic Safety Fund.

### Capital Improvement Projects

Capital projects increased by \$30,163,270 for the FY 2025-26 1st supplemental budget and are detailed in Appendix A.

### Other Key Supplemental Changes

Other key supplemental budget changes are as follows:

- The budgets of 36 funds are modified.
- Net Working Capital was adjusted to actual in accordance with county policy.

### Public Notice

A notice of the date and time of a public hearing on the proposed supplemental budget has been published in a local newspaper in accordance with local budget law. This law also requires that funds with changes in expenditure of 10% or more or when a new appropriation category is added be disclosed in the same public notice.

The following funds had adjustments of 10% or more:

- |                                    |                                |
|------------------------------------|--------------------------------|
| • Lottery and Economic Development | • Sheriff Grants               |
| • Community Development            | • Traffic Safety Team          |
| • Juvenile Grants                  | • American Rescue Plan         |
| • Public Works Grants              | • Non-Departmental Grants      |
| • Parks                            | • County Schools               |
| • Surveyor                         | • Facility Renovation          |
| • Building Inspection              | • Capital Improvement Projects |

The following funds had new appropriation categories:

- |                         |                       |
|-------------------------|-----------------------|
| • Community Development | • Building Inspection |
| • Juvenile Grants       | • Sheriff Grants      |
| • Public Works Grants   | • Traffic Safety Team |
| • Surveyor              |                       |

Marion County  
 First Supplemental Budget for  
 Fiscal Year 2025-26  
 October 29, 2025

**Total of Budget Change Requests by Fund**

Department	Fund Name	Adopted Budget July 1, 2025	1st Supplemental Increase/ (Decrease)	Revised Budget October 29, 2025
<b>Operations</b>				
Various	General	\$ 148,721,411	\$ 552,746	\$ 149,274,157
Various	Central Services	42,324,085	-	42,324,085
Clerk's Office	County Clerk Records	181,505	17,252	198,757
Community Services	Community Services Grants	18,590,133	251,582	18,841,715
Community Services	Lottery and Economic Dev	7,639,069	766,465	8,405,534
Community Services	Community Development	5,692,981	795,004	6,487,985
Community Services	Dog Services	2,135,257	(28,547)	2,106,710
Community Services	County Fair	1,236,932	50,883	1,287,815
District Attorney's Office	Child Support	2,392,188	20,000	2,412,188
District Attorney's Office	District Attorney Grants	1,930,143	(49,004)	1,881,139
Health and Human Services	Health and Human Services	117,768,785	6,014,922	123,783,707
Juvenile	Juvenile Grants	6,462,881	(181,941)	6,280,940
Legal	Law Library	1,295,029	34,939	1,329,968
Public Works	Public Works	100,003,854	4,091,092	104,094,946
Public Works	Public Works Grants	50,267,809	21,769,314	72,037,123
Public Works	Land Use Planning	1,255,423	-	1,255,423
Public Works	Parks	2,532,004	559,614	3,091,618
Public Works	Surveyor	4,235,236	29,023	4,264,259
Public Works	Building Inspection	11,431,064	4,528,191	15,959,255
Public Works	Environmental Services	40,463,677	366,738	40,830,415
Public Works	Stormwater Management	2,376,750	51,235	2,427,985
Public Works	Fleet Management	6,325,457	244,460	6,569,917
Sheriff's Office	Community Corrections	22,107,665	(1,424,486)	20,683,179
Sheriff's Office	Enhanced Public Safety ESSD	2,362,084	37,921	2,400,005
Sheriff's Office	Sheriff Grants	5,453,228	(3,392)	5,449,836
Sheriff's Office	Traffic Safety Team	2,967,055	334,308	3,301,363
Sheriff's Office	Inmate Welfare	710,584	20,139	730,723
<b>Total Operations</b>		<b>608,862,289</b>	<b>38,848,458</b>	<b>647,710,747</b>
<b>Non-Departmental</b>				
Non-Departmental	American Rescue Plan	3,108,877	1,218,627	4,327,504
Non-Departmental	Non-Departmental Grants	20,638,175	(54,867)	20,583,308
Non-Departmental	Tax Title Land Sales	1,935,348	31,258	1,966,606
Non-Departmental	Criminal Justice Assessment	1,320,929	229,605	1,550,534
Non-Departmental	County Schools	795,306	(208,481)	586,825
Non-Departmental	Rainy Day	2,610,039	1,356	2,611,395
Non-Departmental	Debt Service	16,805,868	321,726	17,127,594
Non-Departmental	Self Insurance	54,714,475	(997,046)	53,717,429
<b>Total Non-Departmental</b>		<b>101,929,017</b>	<b>542,178</b>	<b>102,471,195</b>
<b>Capital</b>				
Capital	Facility Renovation	17,721,129	2,339,033	20,060,162
Capital	Capital Improvement Projects	14,782,216	2,223,801	17,006,017
<b>Total Capital</b>		<b>32,503,345</b>	<b>4,562,834</b>	<b>37,066,179</b>
<b>Total Budget</b>		<b>\$ 743,294,651</b>	<b>\$ 43,953,470</b>	<b>\$ 787,248,121</b>

**MARION COUNTY**  
Fiscal Year 2025-26 First Supplemental Budget  
October 29, 2025

Adopted Budget	1st Supplemental Changes	Revised Budget October 29, 2025
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**OPERATIONS**

**GENERAL FUND 100**

***Resources:***

Taxes	\$ 100,556,121	\$ -	\$ 100,556,121
Licenses and Permits	63,582	-	63,582
Intergovernmental Federal	1,403,669	-	1,403,669
Intergovernmental State	3,960,204	-	3,960,204
Charges for Services	4,729,772	-	4,729,772
Fines and Forfeitures	187,867	-	187,867
Interest	3,366,473	-	3,366,473
Other Revenues	50,388	-	50,388
Other Fund Transfers	7,542,852	(1,231,083)	6,311,769
Net Working Capital	26,860,483	1,783,829	28,644,312
<b>TOTAL RESOURCES</b>	<b>\$ 148,721,411</b>	<b>\$ 552,746</b>	<b>\$ 149,274,157</b>

***Requirements:***

Assessor's Office	\$ 9,564,453	\$ -	\$ 9,564,453
Clerk's Office	4,153,176	-	4,153,176
Community Services Department	1,227,071	-	1,227,071
District Attorney's Office	14,728,417	48,199	14,776,616
Justice Court	1,480,565	-	1,480,565
Juvenile Department	18,101,282	-	18,101,282
Sheriff's Office	64,028,959	(1,578,997)	62,449,962
Non-Departmental			
Materials and Services	7,038,981	249	7,039,230
Transfers Out	13,863,900	519,741	14,383,641
Contingency	2,862,161	1,563,554	4,425,715
Unappropriated Ending Fund Balance	11,672,446	-	11,672,446
<b>TOTAL REQUIREMENTS</b>	<b>\$ 148,721,411</b>	<b>\$ 552,746</b>	<b>\$ 149,274,157</b>

**FTE Changes:** A total 20.00 FTE reduction includes:

District Attorney's Office - Data Specialist 1.00 FTE. Sheriffs Office - Stabilization Specialists 17.00 FTE, Support Services Technician 1.00 FTE, Case Aide (Bilingual) 1.00 FTE.

**Resources:** Other Fund Transfers decreased by \$1,231,083, primarily due to a \$1,304,166 reduction in transfers from the Community Corrections Fund, reflecting a statewide decrease in corrections funding for the 2025-27 Biennium. This was partially offset by a \$73,083 increase in transfers from the Criminal Justice Assessment Fund, driven by higher-than-anticipated criminal fine revenues at the time of budget preparation. Net Working Capital was adjusted to actual.

**Requirements:**

District Attorney's Office: The total increase of \$48,199 resulted from a \$106,280 decrease in Personnel Services due to the elimination of one vacant Data Specialist position, offset by a \$154,479 increase in Materials and Services, primarily for contracted services supporting the new Case Management System, as well as higher costs for witness trials, mail services, and other departmental needs.

Sheriffs Office - The total decrease of \$1,578,997 was primarily driven by a \$1,924,153 reduction in Personnel Services, resulting from the elimination of 19.00 FTE positions at the Transition Center, comprising 17.00 Stabilization Specialists, 1.00 Support Services Technician, and 1.00 Case Aide. This reduction was partially offset by a \$238,876 increase in Materials and Services, primarily for contracted services related to a potential security services contract at the Transition Center.

Non Departmental - Materials and Services increased minimally in contracted services. Transfers Out increased by a total of \$519,741, including \$224,290 to the Capital Improvement Project Fund to support both new and modified projects. Transfers to the Fleet Management Fund increased by \$138,345. This includes \$114,000 for a Juvenile Dump Truck carried over from the prior year, \$15,275 for the purchase of a vehicle from the Fleet Fund for use by the Board of Commissioners, and \$9,070 to replace a Sheriff's Office vehicle, which was totaled in an accident. An additional \$78,993 was transferred to the Debt Service Fund for the 2024 capital loan, and \$78,013 was transferred to the Public Works Fund to cover 50% of the generator repair costs at Public Works Building #1.

The remaining funds were allocated to Contingency.

**MARION COUNTY**  
 Fiscal Year 2025-26 First Supplemental Budget  
 October 29, 2025

Adopted Budget	1st Supplemental Changes	Revised Budget October 29, 2025
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**CENTRAL SERVICES**  
**CENTRAL SERVICES FUND 580**

**Resources:**

Charges for Services	\$ 709,751	\$ -	\$ 709,751
Intergovernmental Federal	60,029	-	60,029
Admin Cost Recovery	39,045,290	-	39,045,290
General Fund Transfers	1,630,764	-	1,630,764
Other Fund Transfers	878,251	-	878,251
<b>TOTAL RESOURCES</b>	<b>\$ 42,324,085</b>	<b>\$ -</b>	<b>\$ 42,324,085</b>

**Requirements:**

Board of Commissioners' Office	\$ 4,714,565	\$ -	\$ 4,714,565
Business Services Department	8,662,303	-	8,662,303
Finance Department	5,694,701	-	5,694,701
Human Resources Department	4,678,111	(228,574)	4,449,537
Information Technology Department	12,863,027	228,574	13,091,601
Legal Department	2,447,686	-	2,447,686
Non-Departmental: Materials and Services	3,263,692	-	3,263,692
<b>TOTAL REQUIREMENTS</b>	<b>\$ 42,324,085</b>	<b>\$ -</b>	<b>\$ 42,324,085</b>

**FTE Changes:** 1.00 FTE Senior Project Manager moved from the Human Resources department to the Information Technology Department.

**Resources/Requirements:** Personnel Services increased by \$228,574 in the IT Department and decreased by the same amount in the HR Department due to the transfer of a 1.00 FTE Senior Project Manager position. The role was moved to IT for better alignment of the Fusion Project ERP implementation. In addition, in the IT Department, \$251,052 in personnel vacancy savings was moved to Materials and Services for a contracted Project Manager for the ERP implementation project.

**CLERK'S OFFICE**  
**COUNTY CLERK RECORDS FUND 120**

**Resources:**

Charges for Services	\$ 80,000	\$ -	\$ 80,000
Interest	2,200	-	2,200
General Fund Transfers	57,433	-	57,433
Net Working Capital	41,872	17,252	59,124
<b>TOTAL RESOURCES</b>	<b>\$ 181,505</b>	<b>\$ 17,252</b>	<b>\$ 198,757</b>

**Requirements:**

Clerk's Office			
Personnel Services	\$ 128,881	\$ -	\$ 128,881
Materials and Services	52,624	17,252	69,876
<b>TOTAL REQUIREMENTS</b>	<b>\$ 181,505</b>	<b>\$ 17,252</b>	<b>\$ 198,757</b>

**Resources/Requirements:** Net Working Capital was adjusted to actual and reallocated to Materials and Services to fund records scanning services.

**MARION COUNTY**

Fiscal Year 2025-26 First Supplemental Budget  
October 29, 2025

Adopted Budget	1st Supplemental Changes	Revised Budget October 29, 2025
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**COMMUNITY SERVICES**

**COMMUNITY SERVICES GRANTS FUND 160**

**Resources:**

Intergovernmental Federal	\$ 18,571,933	\$ 75,449	\$ 18,647,382
Other Fund Transfers	-	175,400	175,400
Net Working Capital	18,200	733	18,933
<b>TOTAL RESOURCES</b>	<b>\$ 18,590,133</b>	<b>\$ 251,582</b>	<b>\$ 18,841,715</b>

**Requirements:**

Community Services			
Materials and Services	\$ 5,348,073	\$ 252,009	\$ 5,600,082
Contingency	159,000	-	159,000
Reserve for Future Expenditure	13,083,060	(427)	13,082,633
<b>TOTAL REQUIREMENTS</b>	<b>\$ 18,590,133</b>	<b>\$ 251,582</b>	<b>\$ 18,841,715</b>

Resources: Intergovernmental Federal revenue increased by \$75,449 due to reimbursements from the Oregon Business Development Department for the Opal Creek–Mill City Planning Project. Transfers In increased by \$175,400 from the Health and Human Services Fund, reflecting opioid settlement funds allocated to a new project in partnership with The 4th Dimension Recovery Center. Net Working Capital was adjusted to reflect actuals.

Requirements: Materials and Services increased to support expenditures related to both the Opal Creek–Mill City Planning Project and the 4th Dimension Recovery Center initiative.

**LOTTERY AND ECONOMIC DEVELOPMENT FUND 165**

**Resources:**

Intergovernmental Federal	\$ 164,374	\$ -	\$ 164,374
Intergovernmental State	2,700,000	-	2,700,000
Interest	123,000	-	123,000
Net Working Capital	4,651,695	766,465	5,418,160
<b>TOTAL RESOURCES</b>	<b>\$ 7,639,069</b>	<b>\$ 766,465</b>	<b>\$ 8,405,534</b>

**Requirements:**

Community Services			
Personnel Services	\$ 540,320	\$ -	\$ 540,320
Materials and Services	1,855,435	1,049,999	2,905,434
Transfers Out	482,229	-	482,229
Contingency	233,562	-	233,562
Reserve for Future Expenditure	4,527,523	(283,534)	4,243,989
<b>TOTAL REQUIREMENTS</b>	<b>\$ 7,639,069</b>	<b>\$ 766,465</b>	<b>\$ 8,405,534</b>

Resources/Requirements: Net Working Capital was adjusted to reflect actuals. Reserves decreased, and total Materials and Services increased to cover the cost of two projects: \$749,999 for the new Capital Football Club project and \$300,000 for Salem Baseball, which were carried over from the prior fiscal year.

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	Adopted Budget	1st Supplemental Changes	Revised Budget October 29, 2025
<b>COMMUNITY DEVELOPMENT FUND 170</b>			
<b>Resources:</b>			
Intergovernmental Federal	\$ 4,792,427	\$ 970,392	\$ 5,762,819
Interest	23,519	-	23,519
Other Fund Transfers	158,229	150,000	308,229
Net Working Capital	718,806	(325,388)	393,418
<b>TOTAL RESOURCES</b>	\$ 5,692,981	\$ 795,004	\$ 6,487,985

**Requirements:**

Community Services			
Personnel Services	\$ 280,985	\$ -	\$ 280,985
Materials and Services	3,375,589	2,646,327	6,021,916
Transfers Out	-	25,000	25,000
Reserve for Future Expenditure	2,036,407	(1,876,323)	160,084
<b>TOTAL REQUIREMENTS</b>	\$ 5,692,981	\$ 795,004	\$ 6,487,985

**Resources:** Intergovernmental Federal increased \$970,32 from the U.S. Department of Housing and Urban Development (HUD) to reflect the actual amount awarded. Transfers In increased by \$150,000 from the Health and Human Services Fund, reflecting opioid settlement funds allocated to Valor Mentoring. Net Working Capital was adjusted to actual.

**Requirements:** Materials and Services increased primarily due to several key funding allocations. These include approximately \$1.5 million to support new projects for the 2025 CDBG and HOME funding year, \$150,000 for Valor Mentoring, and \$400,000 for the Union Gospel Mission. Additionally, down payment assistance for the 2023 and 2024 funding years increased by \$475,000, and Wildfire Recovery spending was adjusted upward to reflect the remaining balance of current projects. Finally, Transfers Out to the Parks Fund increased by \$25,000 to support the creation of a memorial in the North Santiam Canyon, honoring both the individuals who lost their lives and the first responders of the 2020 Beachie Creek Fire.

**DOG SERVICES FUND 230**

**Resources:**

Licenses and Permits	\$ 185,000	\$ -	\$ 185,000
Charges for Services	84,850	-	84,850
Fines and Forfeitures	10,000	-	10,000
Interest	3,000	-	3,000
Other Revenues	7,800	-	7,800
General Fund Transfers	1,791,823	-	1,791,823
Net Working Capital	52,784	(28,547)	24,237
<b>TOTAL RESOURCES</b>	\$ 2,135,257	\$ (28,547)	\$ 2,106,710

**Requirements:**

Community Services			
Personnel Services	\$ 1,492,982	\$ -	\$ 1,492,982
Materials and Services	629,031	(15,303)	613,728
Transfers Out	13,244	(13,244)	-
<b>TOTAL REQUIREMENTS</b>	\$ 2,135,257	\$ (28,547)	\$ 2,106,710

**Resources/Requirements:** Net Working Capital was adjusted to reflect actuals. Transfers Out to Capital Improvement Projects Fund were reduced due to the completion of the storage shed capital project in the prior fiscal year. Materials and Services were also reduced to balance the reduction in Net Working Capital.

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	Adopted Budget	1st Supplemental Changes	Revised Budget October 29, 2025
<b>COUNTY FAIR FUND 270</b>			
<b>Resources:</b>			
Intergovernmental State	\$ 53,167	\$ -	\$ 53,167
Charges for Services	306,815	-	306,815
Interest	18,500	-	18,500
Other Revenues	17,600	-	17,600
Net Working Capital	840,850	50,883	891,733
<b>TOTAL RESOURCES</b>	<b>\$ 1,236,932</b>	<b>\$ 50,883</b>	<b>\$ 1,287,815</b>
<b>Requirements:</b>			
Community Services			
Personnel Services	\$ 6,166	\$ -	\$ 6,166
Materials and Services	721,891	-	721,891
Contingency	72,013	-	72,013
Reserve for Future Expenditure	436,862	50,883	487,745
<b>TOTAL REQUIREMENTS</b>	<b>\$ 1,236,932</b>	<b>\$ 50,883</b>	<b>\$ 1,287,815</b>

*Resources/Requirements:* Adjusted Net Working Capital to actual and increased Reserve for Future Expenditures.

**DISTRICT ATTORNEY'S OFFICE**

**CHILD SUPPORT FUND 220**

**Resources:**

Intergovernmental Federal	\$ 1,656,693	\$ 20,000	\$ 1,676,693
Intergovernmental State	150,223	-	150,223
Charges for Services	27,835	-	27,835
General Fund Transfers	557,437	-	557,437
<b>TOTAL RESOURCES</b>	<b>\$ 2,392,188</b>	<b>\$ 20,000</b>	<b>\$ 2,412,188</b>

**Requirements:**

District Attorney's Office			
Personnel Services	\$ 1,848,388	\$ -	\$ 1,848,388
Materials and Services	543,800	20,000	563,800
<b>TOTAL REQUIREMENTS</b>	<b>\$ 2,392,188</b>	<b>\$ 20,000</b>	<b>\$ 2,412,188</b>

*Resources:* Resources increased by \$20,000 Intergovernmental Federal funds due to additional resources from the Oregon Department of Justice.

*Requirements:* Materials and Services increased by \$20,000 due to higher spending on various supplies and services, including office items, equipment, software, communications, lab and mail services, reimbursements, and client support.

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<b>DISTRICT ATTORNEY GRANTS FUND 300</b>			
<b>Resources:</b>			
Intergovernmental Federal	\$ 608,353	\$ -	\$ 608,353
Intergovernmental State	190,660	-	190,660
Charges for Services	257,684	-	257,684
Interest	3,870	-	3,870
Other Revenues	20,000	-	20,000
General Fund Transfers	165,800	-	165,800
Other Fund Transfers	349,879	-	349,879
Net Working Capital	333,897	(49,004)	284,893
<b>TOTAL RESOURCES</b>	<b>\$ 1,930,143</b>	<b>\$ (49,004)</b>	<b>\$ 1,881,139</b>
<b>Requirements:</b>			
District Attorney's Office			
Personnel Services	\$ 1,194,281	\$ -	\$ 1,194,281
Materials and Services	677,349	(49,004)	628,345
Contingency	58,513	-	58,513
<b>TOTAL REQUIREMENTS</b>	<b>\$ 1,930,143</b>	<b>\$ (49,004)</b>	<b>\$ 1,881,139</b>

**Resources:** Net Working Capital was adjusted to actual.

**Requirements:** Materials and Services decreased by \$49,004 to balance the budget. This includes reductions of \$24,066 in Communications for Juvenile Dependency, \$16,168 in Contracted Services for Victim Assistance, and \$8,770 in other expenses.

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**HEALTH AND HUMAN SERVICES**  
**HEALTH & HUMAN SERVICES FUND 190**

**Resources:**

Intergovernmental Federal	\$ 6,375,779	\$ (1,153,974)	\$ 5,221,805
Intergovernmental State	42,581,584	3,891,736	46,473,320
Intergovernmental Local	430,805	-	430,805
Charges for Services	37,131,703	(19,600)	37,112,103
Interest	891,991	-	891,991
Other Revenues	500	-	500
General Fund Transfers	4,032,064	-	4,032,064
Other Fund Transfers	120,283	-	120,283
Settlements	897,441	-	897,441
Net Working Capital	25,306,635	3,296,760	28,603,395
<b>TOTAL RESOURCES</b>	<b>\$ 117,768,785</b>	<b>\$ 6,014,922</b>	<b>\$ 123,783,707</b>

**Requirements:**

Health and Human Services			
Personnel Services	\$ 67,759,167	\$ -	\$ 67,759,167
Materials and Services	30,867,337	925,715	31,793,052
Transfers Out	4,333,578	1,061,775	5,395,353
Contingency	9,421,231	2,942,452	12,363,683
Unappropriated Ending Fund Balance	5,387,472	1,084,980	6,472,452
<b>TOTAL REQUIREMENTS</b>	<b>\$ 117,768,785</b>	<b>\$ 6,014,922</b>	<b>\$ 123,783,707</b>

**FTE Changes:** FTE increased 0.1 for: Mental Health Specialist 2 (Child and Youth MH Svcs) 0.2 FTE with offsetting decrease Mental Health Specialist 2 (Acute Forensic Diversion Svcs) 0.1 FTE.

**Resources:** Intergovernmental Federal decreased by \$1,153,974, primarily due to the shift of the Opioid Settlement Prevention, Treatment and Recovery Grant (OSTPR) in the amount of \$548,569 and HIV STE Statewide Services in the amount of \$642,513 from Federal to State funding. These decreases were partially offset by an increase of \$37,108 from other changes in Public Health agreements. Intergovernmental State increased by \$3,891,736, driven by \$2,675,087 in increased Intellectually Disabled (IDD) funding, \$1,153,974 from OSTPR and HIV STE moving from Federal to State, and \$62,675 in adjustments to Public Health and Mental Health agreements. Charges for Services decreased by \$19,600 due to an anticipated decline in TB reimbursement. Net Working Capital increased by \$3,296,760, reflecting \$308,795 in unspent capital expenditures from FY 2024-2025, higher balances in multi-year funds such as Health Related Social Needs (HRSN) at \$321,258 and the Behavioral Health Investment Fund at \$343,823, and \$2,322,884 in higher than anticipated ending fund balances largely from vacancy savings and unspent program funds.

**Requirements:** Materials and Services increased by \$925,715. Supplies rose by \$229,683 due to higher IDD and Public Health funding. Contracted Services increased by \$652,032, including \$281,759 in specialty court carryover, \$113,774 for the Creating Equal Housing Opportunities Program (CEHOP), \$219,711 for outpatient drug treatment, and \$192,000 in additional HRSN funding. These increases were partially offset by decreases of \$141,594 in detox funding, which ended on December 31, 2025, and \$156,678 reallocated for the Horizon House land purchase. The remaining \$143,060 reflects other program adjustments. Transfers Out increased by \$1,061,775, consisting of \$325,000 in opioid settlement funds transferred to Community Development for Valor Mentoring and 4th Dimension Recovery, \$500,500 for the purchase of land for Horizon House, and \$236,475 for capital expenditures. Contingency increased by \$2,942,452, reflecting \$612,721 in opioid funds, \$900,000 for IDD, decreases of \$142,145 in Adult Drug Treatment and \$15,594 in Detox, and \$1,587,470 in unallocated revenues reserved for FY 2025–2026. Ending Fund Balance increased by \$1,084,980, representing unallocated IDD revenues not anticipated for use in FY 2025–26.

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**JUVENILE DEPARTMENT**  
**JUVENILE GRANTS FUND 125**

**Resources:**

Intergovernmental Federal	\$ 204,000	\$ -	\$ 204,000
Intergovernmental State	1,387,154	-	1,387,154
Charges for Services	3,169,738	-	3,169,738
Interest	16,200	-	16,200
Other Revenues	8,200	-	8,200
Other Fund Transfers	176,284	73,083	249,367
Net Working Capital	1,501,305	(255,024)	1,246,281
<b>TOTAL RESOURCES</b>	<b>\$ 6,462,881</b>	<b>\$ (181,941)</b>	<b>\$ 6,280,940</b>

**Requirements:**

Juvenile Department			
Personnel Services	\$ 4,236,550	\$ -	\$ 4,236,550
Materials and Services	1,094,886	39,135	1,134,021
Capital Outlay	-	18,747	18,747
Transfers Out	55,000	21,881	76,881
Contingency	516,093	(17,625)	498,468
Reserve for Future Expenditure	560,352	(244,079)	316,273
<b>TOTAL REQUIREMENTS</b>	<b>\$ 6,462,881</b>	<b>\$ (181,941)</b>	<b>\$ 6,280,940</b>

**Resources:** Other Fund Transfers increased by \$73,083 due to an increase in Criminal Justice Assessment dollars received from the Oregon Department of Corrections allocated to the Juvenile Department. Net Working Capital decreased due to reduced carryover funds from the previous fiscal year.

**Resources:** Materials and Services increased primarily due to additional carryover funds from the previous fiscal year from contracted services with Clackamas County Juvenile Department for dedicated detention beds. Capital Outlay increased by \$18,747 due to reallocation of resources from Contingency for placement of concrete and gravel at the Alternative Programs Woodlot and Firewood Processor. Transfers out increased due to reallocation of resources from Reserve for Future Expenditures to the Capital Improvement Projects Fund for construction of a partition wall in the Juvenile Counseling House. Contingency decreased due to reallocation of resources from Contingency to Capital Outlay. Reserve for Future Expenditure had a net decrease due to reduced carryover funds from the previous fiscal year and reallocation of resources to Transfers Out.

**LEGAL DEPARTMENT**  
**LAW LIBRARY FUND 260**

**Resources:**

Charges for Services	\$ 347,947	\$ -	\$ 347,947
Interest	33,000	-	33,000
Net Working Capital	914,082	34,939	949,021
<b>TOTAL RESOURCES</b>	<b>\$ 1,295,029</b>	<b>\$ 34,939</b>	<b>\$ 1,329,968</b>

**Requirements:**

Legal Department			
Personnel Services	\$ 283,638	\$ -	\$ 283,638
Materials and Services	104,495	-	104,495
Contingency	55,000	-	55,000
Unappropriated Ending Fund Balance	851,896	34,939	886,835
<b>TOTAL REQUIREMENTS</b>	<b>\$ 1,295,029</b>	<b>\$ 34,939</b>	<b>\$ 1,329,968</b>

**Resources/Requirements:** Net Working Capital was adjusted to actual. Unappropriated Ending Fund Balance adjusted to balance.

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**PUBLIC WORKS**  
**PUBLIC WORKS FUND 130**

**Resources:**

Licenses and Permits	\$ 163,750	\$ -	\$ 163,750
Intergovernmental Federal	18,636,583	(2,299,250)	16,337,333
Intergovernmental State	32,441,835	1,421,500	33,863,335
Charges for Services	4,957,169	435,822	5,392,991
Fines and Forfeitures	1,000	-	1,000
Interest	1,080,000	-	1,080,000
Other Revenues	4,000	-	4,000
General Fund Transfers	293,714	78,013	371,727
Settlements	-	13,921	13,921
Net Working Capital	42,425,803	4,441,086	46,866,889
<b>TOTAL RESOURCES</b>	<b>\$ 100,003,854</b>	<b>\$ 4,091,092</b>	<b>\$ 104,094,946</b>

**Requirements:**

Public Works Department			
Personnel Services	\$ 23,163,602	\$ 2,418	\$ 23,166,020
Materials and Services	15,192,445	257,500	15,449,945
Capital Outlay	31,588,089	2,524,675	34,112,764
Transfers Out	2,030,970	613,200	2,644,170
Contingency	5,799,000	-	5,799,000
Unappropriated Ending Fund Balance	22,229,748	693,299	22,923,047
<b>TOTAL REQUIREMENTS</b>	<b>\$ 100,003,854</b>	<b>\$ 4,091,092</b>	<b>\$ 104,094,946</b>

**Resources:** Intergovernmental Federal decreased due to less revenue from ODOT anticipated for federal roadway projects. Intergovernmental State increase attributed to anticipated revenue from ODOT for capital roadway construction projects. Charges for Services increases are related to incoming revenue from: 1) the PW Grants Fund for personnel reimbursements \$330,196 and 2) the City of Salem \$105,626. General Fund Transfers increased to cover 50% of the repair costs for the generator at Public Works Building #1. Net Working Capital increased due to adjustments from FY 2024-25 projections to final actual balance.

**Requirements:** Increased personnel costs are related to adding a new Parts Specialist position and deleting a vacant Electronics Tech 1 position. The increase in Materials and Services are attributed to the following reasons: Emergency Mgmt. - BoldPlanning Annual subscription for Continuity of Operations planning - \$7,500, and Administration - Asset management consultant - \$250,000.

Carry Forward and Modified Projects Increases:

- 16-034 - Hayesville Dr: Portland - Fuhrer Urban Upgrades - \$7,000
- 16-045 - Traffic Signal Interconnect and Fiber - \$27,750
- 20-022 - Meridian Road Bridge #2504A (Abiqua Ck) Repair - \$1,451,500
- 21-112 - 3rd Street Bridge #6207A (Butte Ck-Scotts Mills) Replacement - \$40,250
- 21-114 - Delaney Rd Bridge Replacement and Realignment - \$46,000
- 21-116 - Hazelgreen Bridge 05387 Replacement - \$351,500
- 21-122 - Rambler Bridge 05419A Rehabilitation - \$797,500
- 21-162 - River Rd S 5789A (Indep Bridge) Loading Improvements - \$190,750
- 22-418 - Silverton Rd Left Turn Refuge at Desart - \$50,250
- 23-318 - State St - 4106 to 46th Av Urban Upgrade - \$427,500
- 23-346 - McKay Rd ARPA Safety Improvements - \$116,250
- 23-349 - Sinker Creek Bridge Replacement - \$60,250
- 24-302 - North Fork Guardrail - FLAP - \$6,500
- 24-306 - ARTS Howell Prairie Safety Improvements - \$27,500
- 24-307 - ARTS McKay Corridor Improvements - \$15,750
- 24-308 - ARTS Ehlen/Butteville Roundabout - \$46,500
- 25-320 - Guardrail Improvements - \$150,000

Carry Forward & Modified Projects Decreases:

- 18-033 - North Fork Road Slide #2 Repair - (\$2,021,750)
- 19-034 - Center St- N Side Urban Upgrade - (\$413,500)
- 20-034 - Connecticut Ave W Side Urban Upgrade - (\$481,500)
- 21-147 - Mill Creek Bridge 01505 Replacement - (\$138,500)
- 24-304 - ARTS Cascade Hy Safety Improvements - (\$72,250) - Cancel project
- 24-340 - North Fork Rd Omnibus Improvements Project - (\$401,750)
- 25-319 - Wilco Bridge Repairs - (\$91,250)
- 25-350 - Boones Ferry Culvert Replacement - (\$9,750)
- 25-307 - Vehicle Mount Readerboard - (\$19,800)
- 25-306 - Vehicle Mount Readerboard - (\$19,800)
- 25-309 - 1 Ton Truck - (\$94,600)
- 25-314 - Tractor w/rear & side mower - (\$278,300)
- 25-310 - F450 Truck w/snow plow - (\$125,895)

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Carry Forward and Modified Projects Increases:  
 25-321 - Nusom Bridge Approach Improvement - \$160,000  
 25-328 - Advisory Curve Signing - \$240,500  
 25-351 - Battlecreek Rd Roundabout Contribution - \$395,203  
 25-357 - North Fork Road MP 3.0 Slide Repair (SUP 3) - \$940,000  
 24-301 - BV Ferry Operational Improvements - \$35,250  
 22-444 - Wheatland Ferry Improvements Phase 3A - \$206,750  
 25-302 - Wheatland Ferry Operational Improvements - \$87,250  
 25-358 - Wheatland Ferry Closure Sign - \$13,921  
 25-348 - PW Building 2 Boiler Replacement - \$28,400  
 25-352 - Motor Grader - \$456,000

New FY 2025-26 Projects:  
 26-333 - SRTS Scott Elementary RRFB - \$38,750  
 26-335 - PW Generator Radiator Repair - \$156,026  
 New - Automated Flagger Assistance Devices (purchase of 3 AFADs) - \$108,900  
 New - Radio Antenna Analyzer - \$6,600  
 New - PW Building 1 Breakroom Card Reader (Silverton Rd Campus) - \$7,020

Transfers Outs consist of the following: Transfer to Fleet Management for outfitting of PW2507 from Traffic Engineering - \$13,220. Transfer to Building Inspection fund for contribution for building purchase at 4707 Silverton Rd - \$600,000.  
 Increased Ending Fund Balance to balance the fund.

**PUBLIC WORKS GRANTS FUND 135**

**Resources:**

Intergovernmental Federal	\$ 36,267,809	\$ 24,124,901	\$ 60,392,710
intergovernmental State	10,000,000	(10,000,000)	-
Interest	5,000	-	5,000
Other Fund Transfers	1,995,000.00	7,647,303	9,642,303
Net Working Capital	2,000,000.00	(2,890)	1,997,110
<b>TOTAL RESOURCES</b>	<b>\$ 50,267,809</b>	<b>\$ 21,769,314</b>	<b>\$ 72,037,123</b>

**Requirements:**

Public Works Department			
Materials and Services	\$ 138,024	\$ -	\$ 138,024
Capital Outlay	50,129,785	21,269,314	71,399,099
Transfers Out	-	500,000	500,000
<b>TOTAL REQUIREMENTS</b>	<b>\$ 50,267,809</b>	<b>\$ 21,769,314</b>	<b>\$ 72,037,123</b>

**Resources:** Intergovernmental Federal increase attributed to anticipated revenue from: American Rescue Plan Act (ARPA) - acct number correction (12,735,156), Department of Administrative Services (DAS) 950,000, Department of Energy (DOE)- 80,470, FEMA - 2,000,000, Department of Justice (DOJ) - 1,200,000, Oregon Business Development Dept (OBDD) 32,629,587. Intergovernmental State decreased \$10,000,000 due to moving the funding source for the Mill City Sewer System to Other Fund Transfers. Other Fund Transfers from the Non Departmental Grants Fund increased \$7,644,413 (this funding source is carried forward Oregon Housing and Community Services (OHCS) Wildfire funding), and increased \$2,890 from the Building Inspection Fund to pay for prior year administrative costs that are not reimbursable by the grantor for the Fire Hardening project. Net Working Capital was adjusted to actual.

**Requirements:** Capital Outlay increase is a result of: Carry Forward and Modified Projects Increases:

- a. 22-308 - Marion County Radio System Design and Build - \$4,205,443
- b. 23-325 - Detroit - Idanha Sewer System Project - \$1,191,371
- c. 23-326 - Mill City Sewer System Project - \$12,902,500
- d. 24-356 - Brooks Community Water System - \$2,940,000
- e. 25-341 - Fargo Sewer Collection System Improvements - \$30,000

Transfers Out increase attributed to moving former ARPA funds from CE 22-308 Radio project to CE 23-328 Salmon Falls Restoration project in the Parks Fund - \$500,000 - due to project timelines.

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**PARKS FUND 310**

**Resources:**

Intergovernmental Federal	\$ 818,046	\$ 45,000	\$ 863,046
Intergovernmental State	310,000	45,000	355,000
Charges for Services	94,000	-	94,000
Interest	8,000	-	8,000
General Fund Transfers	346,861	-	346,861
Other Fund Transfers	-	525,000	525,000
Net Working Capital	955,097	(55,386)	899,711
<b>TOTAL RESOURCES</b>	<b>\$ 2,532,004</b>	<b>\$ 559,614</b>	<b>\$ 3,091,618</b>

**Requirements:**

Public Works Department			
Personnel Services	\$ 589,605	\$ -	\$ 589,605
Materials and Services	509,170	-	509,170
Capital Outlay	860,000	615,000	1,475,000
Contingency	573,229	(55,386)	517,843
<b>TOTAL REQUIREMENTS</b>	<b>\$ 2,532,004</b>	<b>\$ 559,614</b>	<b>\$ 3,091,618</b>

**Resources:** Intergovernmental Federal revenue increased by \$45,000 due to additional ARPA funding allocated to complete improvements at Parkdale Park. Intergovernmental State revenue also increased by \$45,000, reflecting a grant from Oregon Parks and Recreation for the same project. Other Fund Transfers increased by \$525,000, which includes \$500,000 in former ARPA funding originally transferred to the Public Works Grants Fund for the Marion County Radio Project (CE 22-308), now redirected to the Salmon Falls Parking Improvement project, and \$25,000 transferred from the Community Development Fund to support a wildfire memorial. Net Working Capital decreased to align the budget with actual balances.

**Requirements:** The increase in Capital Outlay is for the following: Carry-forward CE # 23-327 Parkdale Park Improvement - \$90,000, add scope to CE 23-328 - Salmon Falls restoration to expand parking - \$500,000, and new Wildfire Memorial - \$25,000. The decrease in Contingency is to balance the fund.

**SURVEYOR FUND 320**

**Resources:**

Charges for Services	\$ 742,195	\$ -	\$ 742,195
Interest	100,000	-	100,000
General Fund Transfers	140,342	-	140,342
Net Working Capital	3,252,699	29,023	3,281,722
<b>TOTAL RESOURCES</b>	<b>\$ 4,235,236</b>	<b>\$ 29,023</b>	<b>\$ 4,264,259</b>

**Requirements:**

Public Works Department			
Personnel Services	\$ 1,011,875	\$ -	\$ 1,011,875
Materials and Services	288,023	30,140	318,163
Capital Outlay	-	95,750	95,750
Contingency	350,000	(125,890)	224,110
Unappropriated Ending Fund Balance	2,585,338	29,023	2,614,361
<b>TOTAL REQUIREMENTS</b>	<b>\$ 4,235,236</b>	<b>\$ 29,023</b>	<b>\$ 4,264,259</b>

**Resources/Requirements:** The increase in Net Working Capital is to true up budget to actual. The increase in Materials and Services is for on-going maintenance and software subscription fees for the new surveying equipment. The increase in Capital Outlay is for Surveying Equipment - \$95,750. Contingency decreased to balance the fund and the remaining resources were allocated to Ending Fund Balance.

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**BUILDING INSPECTION FUND 330**

**Resources:**

Licenses and Permits	\$ 4,200,000	\$ -	\$ 4,200,000
Interest	180,000	-	180,000
Other Fund Transfers	-	600,000	600,000
Financing Proceeds	-	4,015,000	4,015,000
Net Working Capital	7,051,064	(86,809)	6,964,255
<b>TOTAL RESOURCES</b>	<b>\$ 11,431,064</b>	<b>\$ 4,528,191</b>	<b>\$ 15,959,255</b>

**Requirements:**

Public Works Department			
Personnel Services	\$ 4,147,771	\$ -	\$ 4,147,771
Materials and Services	1,147,186	-	1,147,186
Capital Outlay	-	2,100,000	2,100,000
Transfers Out	-	2,890	2,890
Contingency	700,000	160,301	860,301
Unappropriated Ending Fund Balance	5,436,107	2,265,000	7,701,107
<b>TOTAL REQUIREMENTS</b>	<b>\$ 11,431,064</b>	<b>\$ 4,528,191</b>	<b>\$ 15,959,255</b>

**Resources:** Other Fund Transfers increased from the Public Works Fund for the department's contribution for the building purchase at 4707 Silverton Road. Financing Proceeds increase is securing a bank loan for Building Inspections contribution for the purchase of the building at 4707 Silverton Road. The decrease in Net Working Capital is to true up budget to actual.

**Requirements:** The increase in Capital Outlay is due to the purchase of the property at 4707 Silverton Road. The increase in Transfers Out is attributed to the transfer of prior-year administrative costs for the Fire Hardening project to the Public Works Grants Fund. The increase in Ending Fund Balance reflects the financing proceeds remaining after accounting for the Capital Outlay related to the building acquisition.

**ENVIRONMENTAL SERVICES FUND 510**

**Resources:**

Taxes	\$ 515,000	\$ -	\$ 515,000
Charges for Services	10,177,553	-	10,177,553
Interest	650,000	-	650,000
Net Working Capital	29,121,124	366,738	29,487,862
<b>TOTAL RESOURCES</b>	<b>\$ 40,463,677</b>	<b>\$ 366,738</b>	<b>\$ 40,830,415</b>

**Requirements:**

Public Works Department			
Personnel Services	\$ 3,395,153	\$ -	\$ 3,395,153
Materials and Services	16,728,214	-	16,728,214
Capital Outlay	12,466,059	9,933	12,475,992
Contingency	4,070,000	356,805	4,426,805
Unappropriated Ending Fund Balance	3,804,251	-	3,804,251
<b>TOTAL REQUIREMENTS</b>	<b>\$ 40,463,677</b>	<b>\$ 366,738</b>	<b>\$ 40,830,415</b>

**Resources/Requirements:** The increase in Net Working Capital is to true up budget to actual. The increase in Capital Outlay is for a new server at Browns Island for operations of the Scale House - \$9,933. The increase in Contingency is to balance the fund.

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**STORMWATER MANAGEMENT FUND 515**

**Resources:**

Charges for Services	\$ 1,170,759	\$ -	\$ 1,170,759
Interest	30,000	-	30,000
Net Working Capital	1,175,991	51,235	1,227,226
<b>TOTAL RESOURCES</b>	<b>\$ 2,376,750</b>	<b>\$ 51,235</b>	<b>\$ 2,427,985</b>

**Requirements:**

Public Works Department			
Personnel Services	\$ 657,372	\$ -	\$ 657,372
Materials and Services	794,822	753	795,575
Capital Outlay	56,100	-	56,100
Contingency	220,000	20,000	240,000
Unappropriated Ending Fund Balance	648,456	30,482	678,938
<b>TOTAL REQUIREMENTS</b>	<b>\$ 2,376,750</b>	<b>\$ 51,235</b>	<b>\$ 2,427,985</b>

*Resources/Requirements:* The increase in Net Working Capital is to true up budget to actual. The increase in Materials and Services is for Building 1 rental on the Silverton Road campus. The remaining resources were allocated to Contingency and Ending Fund Balance.

**FLEET MANAGEMENT FUND 595**

**Resources:**

Charges for Services	\$ 2,910,052	\$ (15,275)	\$ 2,894,777
General Fund Transfers	-	138,345	138,345
Other Fund Transfers	475,369	13,200	488,569
Settlements	9,571	66,840	76,411
Net Working Capital	2,930,465	41,350	2,971,815
<b>TOTAL RESOURCES</b>	<b>\$ 6,325,457</b>	<b>\$ 244,460</b>	<b>\$ 6,569,917</b>

**Requirements:**

Public Works Department			
Materials and Services	\$ 963,767	\$ -	\$ 963,767
Capital Outlay	2,306,237	270,614	2,576,851
Contingency	640,000	(26,154)	613,846
Unappropriated Ending Fund Balance	2,415,453	-	2,415,453
<b>TOTAL REQUIREMENTS</b>	<b>\$ 6,325,457</b>	<b>\$ 244,460</b>	<b>\$ 6,569,917</b>

*Resources:* The reduction in Charges for Services is to move the sale of SH1605 from surplus revenue to General Fund Transfer. This used vehicle was purchased by the General Fund for Boards Office use - \$15,275. The increase in General Funds Transfers is for the following: Replace 00J885 - Juvenile vehicle - CE # 25-340 - \$114,000, Purchase of SH1605 from the Fleet fund - \$15,275, Replacement of SH2341 - totaled in vehicle accident - CE # 26-330 - \$9,070. The increase in Settlements is for the following: Replacement of SH2341 - totaled in vehicle accident - CE # 26-330 - \$50,600, Replacement of SH2037 - totaled in vehicle accident - CE # 26-331 - \$16,240. The increase in Other Fund Transfers is for additional outfitting of PW2507 - CE # 26-334 - \$13,200. The increase in Net Working Capital is to true up budget to actual - \$41,350.

*Requirements:* The increase in Capital Outlay is for the following:

- 1) Replacement of SH2341 - totaled in vehicle accident - CE # 26-330 - \$77,000
- 2) Replacement of SH2037 - totaled in vehicle accident - CE # 26-331 - \$77,000
- 3) Platform upgrades for PW1814, PW1815 ,and PW1233 - CE # 26-329 - \$35,970
- 4) Add outfitting for Traffic Engineering vehicle PW2507 - CE # 26-334 - \$13,200
- 5) Remove replacement of HD1739 - completed in FY2024-25 - CE # 25-344 - (\$24,750)
- 6) Remove replacement of PW2115 - completed in FY2024-25 - CE # 25-343 - (\$37,950)
- 7) Carry-forward outfitting for replacement of 00J885 - CE # 25-340 - \$43,744
- 8) Carry-forward FY2024-25 Annual Light Duty Fleet Replacement - CE # 25-336 - \$86,400

The reduction in Contingency is to cover the requirements listed above.

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**SHERIFF'S OFFICE**

**COMMUNITY CORRECTIONS FUND 180**

**Resources:**

Intergovernmental State	\$ 19,454,271	\$ (1,345,832)	\$ 18,108,439
Charges for Services	205,756	-	205,756
Interest	76,430	(14,453)	61,977
Other Revenues	29,313	-	29,313
General Fund Transfers	2,000	-	2,000
Other Fund Transfers	176,284	84,810	261,094
Net Working Capital	2,163,611	(149,011)	2,014,600
<b>TOTAL RESOURCES</b>	<b>\$ 22,107,665</b>	<b>\$ (1,424,486)</b>	<b>\$ 20,683,179</b>

**Requirements:**

Sheriff's Office			
Personnel Services	\$ 11,238,391	\$ (503,682)	\$ 10,734,709
Materials and Services	4,989,883	50,094	5,039,977
Transfers Out	5,495,646	(1,304,166)	4,191,480
Contingency	383,745	333,268	717,013
<b>TOTAL REQUIREMENTS</b>	<b>\$ 22,107,665</b>	<b>\$ (1,424,486)</b>	<b>\$ 20,683,179</b>

FTE Changes: A total 4.00 FTE reduction includes: Deputy Sheriff Parole and Probation Advanced 1.00 FTE, Victim Assistance Program Coordinator 1.00 FTE, Case Aide Bilingual 1.00 FTE, Sergeant 1.00 FTE.

Resources: Intergovernmental State decreased due to a reduction in Community Corrections funding received compared to budget. Interest decreased due to revised interest estimates. Other Fund Transfers increased due to a reallocation of Justice Reinvestment Grant funding moving between Sheriff's Office funds. Net Working Capital was adjusted to actual.

Requirements: Personnel Services decreased due to a reduction in Community Corrections funding, which resulted in a net decrease of 4.00 FTE. Materials and Services increased primarily due to Justice Reinvestment Initiative funding that supported reallocation of existing funds and expanded contracts with the Marion County District Attorney's Office. Transfers Out to the General Fund decreased due to the reduction in Community Corrections funding for the Transition Center. Contingency increased to balance the fund.

**ENHANCED PUBLIC SAFETY ESSD FUND 245**

**Resources:**

Charges for Services	\$ 1,894,449	\$ -	\$ 1,894,449
Interest	16,359	-	16,359
Net Working Capital	451,276	37,921	489,197
<b>TOTAL RESOURCES</b>	<b>\$ 2,362,084</b>	<b>\$ 37,921</b>	<b>\$ 2,400,005</b>

**Requirements:**

Sheriff's Office			
Personnel Services	\$ 1,751,854	\$ -	\$ 1,751,854
Materials and Services	576,455	-	576,455
Transfers Out	19,745	-	19,745
Contingency	14,030	37,921	51,951
<b>TOTAL REQUIREMENTS</b>	<b>\$ 2,362,084</b>	<b>\$ 37,921</b>	<b>\$ 2,400,005</b>

Resources/Requirements: Net Working Capital was adjusted to actual and Contingency increased to balance

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<b>SHERIFF GRANTS FUND 250</b>			
<b>Resources:</b>			
Licenses and Permits	\$ 24,860	\$ -	\$ 24,860
Intergovernmental Federal	93,354	332,417	425,771
Intergovernmental State	1,104,369	(644,050)	460,319
Charges for Services	1,892,728	(268,820)	1,623,908
Interest	1,716	-	1,716
Other Revenues	20,000	-	20,000
Other Fund Transfers	1,278,892	(83,163)	1,195,729
Net Working Capital	1,037,309	660,224	1,697,533
<b>TOTAL RESOURCES</b>	<b>\$ 5,453,228</b>	<b>\$ (3,392)</b>	<b>\$ 5,449,836</b>
<b>Requirements:</b>			
Sheriff's Office			
Personnel Services	\$ 3,004,773	\$ (487,017)	\$ 2,517,756
Materials and Services	1,446,393	257,332	1,703,725
Capital Outlay	-	63,349	63,349
Transfers Out	69,865	11,727	81,592
Contingency	530,890	14,093	544,983
Unappropriated Ending Fund Balance	401,307	137,124	538,431
<b>TOTAL REQUIREMENTS</b>	<b>\$ 5,453,228</b>	<b>\$ (3,392)</b>	<b>\$ 5,449,836</b>

**FTE Changes:** A total 2.16 FTE reduction includes: Deputy Sheriff Enforcement 0.16 FTE, Deputy Sheriff Institutions 2.00 FTE.

**Resources:** Increases in Intergovernmental Federal revenue are due to grant awards from Justice Assistance Grants (JAG 23 and 24), the U.S. Forest Service contract, and the Mobile Crisis Response Team contract. Reductions in Intergovernmental State revenue reflect decreased funding from the Justice Reinvestment Initiative (JRI) and the Oregon State Marine Board, partially offset by an increase from the Oregon Department of Forestry. Charges for Services decreased due to the non-renewal of the City of Aurora contract. Other fund Transfers from the Non Departmental Grants Fund decreased due to the reduction in funding for Title III Forest Patrol and Title III Search and Rescue. Net Working Capital was adjusted to actual.

**Requirements:** Personnel Services decreased due to a reduction in resources, resulting in a net FTE decrease of 2.16. This includes the elimination of two Institutions Deputy positions funded by the Justice Reinvestment Initiative, and 0.16 of an Enforcement Deputy position due to reduced Marine Patrol contract funding. Additionally, a contract Deputy position with the City of Aurora was eliminated, partially offset by an FTE increase for a Mobile Crisis Team Deputy through an agreement with Health and Human Services. Materials and Services increased due to the contract with Health and Human Services for a Mobile Crisis Deputy, with offsetting decreases from the non-renewal of the City of Aurora contract and a fleet vehicle transfer to the Traffic Safety Team. Capital Outlay increased due to one time funding for Variable Messaging Board Trailers, Radar Trailers and a Bullet Trap. Transfers Out to the Community Corrections Fund increased to reallocate Justice Reinvestment Initiative funding within the Sheriff's Office. Contingency increased to balance the fund.

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**TRAFFIC SAFETY FUND 255**

**Resources:**

Intergovernmental Federal	\$ -	\$ 63,072	\$ 63,072
Fines and Forfeitures	2,142,330	-	2,142,330
Interest	28,850	-	28,850
Net Working Capital	795,875	271,236	1,067,111
<b>TOTAL RESOURCES</b>	\$ 2,967,055	\$ 334,308	\$ 3,301,363

**Requirements:**

Sheriff's Office			
Personnel Services	\$ 1,794,814	\$ 91,138	\$ 1,885,952
Materials and Services	890,196	19,752	909,948
Capital Outlay	-	11,021	11,021
Contingency	282,045	212,397	494,442
<b>TOTAL REQUIREMENTS</b>	\$ 2,967,055	\$ 334,308	\$ 3,301,363

FTE Changes: 0.16 FTE increase is for Deputy Sheriff Enforcement.

Resources: Intergovernmental Federal revenues increased due to traffic safety grant funding. Net Working Capital was adjusted to actual.

Requirements: Personnel Services increased due to higher salary, wages, and fringe benefit costs associated with grant-funded overtime, along with a 0.16 FTE increase resulting from reduced contract funding for the Marine Patrol program. The increase in Materials and Services is due to covering costs for a fleet vehicle associated with a contract that was not renewed. The increase in Capital Outlay is Traffic Safety Teams cost to purchase a Radar Trailer. Contingency increased to balance the fund.

**INMATE WELFARE FUND 290**

**Resources:**

Charges for Services	\$ 206,120	\$ -	\$ 206,120
Interest	17,647	-	\$ 17,647
Net Working Capital	486,817	20,139	506,956
<b>TOTAL RESOURCES</b>	\$ 710,584	\$ 20,139	\$ 730,723

**Requirements:**

Sheriff's Office			
Materials and Services	\$ 417,265	\$ 18,125	\$ 435,390
Capital Outlay	144,379	-	144,379
Contingency	71,058	2,014	73,072
Unappropriated Ending Fund Balance	77,882	-	77,882
<b>TOTAL REQUIREMENTS</b>	\$ 710,584	\$ 20,139	\$ 730,723

Resources/Requirements: Net Working Capital was adjusted to actual. Materials and Services increased due to the purchase of additional Institutional Supplies necessary to meet operational needs. The remaining resources were allocated to Contingency.

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**NON-DEPARTMENTAL**

**AMERICAN RESCUE FUND 110**

**Resources:**

Intergovernmental Federal	\$ 3,108,877	\$ 1,218,627	\$ 4,327,504
<b>TOTAL RESOURCES</b>	<b>\$ 3,108,877</b>	<b>\$ 1,218,627</b>	<b>\$ 4,327,504</b>

**Requirements:**

Non-Departmental: Materials and Services	\$ 3,108,877	\$ 1,218,627	\$ 4,327,504
<b>TOTAL REQUIREMENTS</b>	<b>\$ 3,108,877</b>	<b>\$ 1,218,627</b>	<b>\$ 4,327,504</b>

Resources: Intergovernmental Federal increased due to city projects originally budgeted as complete but carried over to current year.

Requirements: Contracted Services increased due to distributions to subrecipients for city projects originally budgeted as complete but carried over to current year.

**NON-DEPARTMENTAL GRANTS FUND 115**

**Resources:**

Intergovernmental Federal	\$ 103,658	\$ -	\$ 103,658
Intergovernmental State	1,706,047	-	1,706,047
Interest	134,749	-	134,749
General Fund Transfers	71,164	-	71,164
Other Fund Transfers	2,200,000	-	2,200,000
Net Working Capital	16,422,557	(54,867)	16,367,690
<b>TOTAL RESOURCES</b>	<b>\$ 20,638,175</b>	<b>\$ (54,867)</b>	<b>\$ 20,583,308</b>

**Requirements:**

Non-Departmental: Materials and Services	\$ 15,793,793	\$ (7,512,266)	\$ 8,281,527
Transfers Out	1,998,613	7,561,250	9,559,863
Contingency	657,633	(103,851)	553,782
Reserve for Future Expenditure	2,188,136	-	2,188,136
<b>TOTAL REQUIREMENTS</b>	<b>\$ 20,638,175</b>	<b>\$ (54,867)</b>	<b>\$ 20,583,308</b>

Resources: Net Working Capital was adjusted to actual.

Requirements: Materials and Services decreased primarily due to the reallocation of OHCS Wildfire funding to the Transfers Out category, making the funding available to Public Works in support of the Mill City Sewer Project.

Transfers Out increased by a total of \$7,561,250, which includes:

1. An increase of \$7,644,413 to the Public Works Grants Fund for the Mill City Sewer Project,
2. An offset by a decrease of \$83,163 to the Sheriff's Office Grants Fund due to reduced Title III Forest Patrol funding.

Contingency was decreased to balance the fund.

**TAX TITLE LAND SALES FUND 155**

**Resources:**

Charges for Services	\$ 300,000	\$ -	\$ 300,000
Interest	58,705	-	58,705
Other Revenues	92,924	-	92,924
Net Working Capital	1,483,719	31,258	1,514,977
<b>TOTAL RESOURCES</b>	<b>\$ 1,935,348</b>	<b>\$ 31,258</b>	<b>\$ 1,966,606</b>

**Requirements:**

Non-Departmental: Materials and Services	\$ 159,750	\$ -	\$ 159,750
Capital Outlay	\$ 25,000	-	25,000
Special Payments	1,192,508	-	1,192,508
Transfers Out	100,000	-	100,000
Contingency	199,170	-	199,170
Unappropriated Ending Fund Balance	258,920	31,258	290,178
<b>TOTAL REQUIREMENTS</b>	<b>\$ 1,935,348</b>	<b>\$ 31,258</b>	<b>\$ 1,966,606</b>

Resources/Requirements: Adjusted Net Working Capital to actual and allocated to Unappropriated Ending Fund Balance.

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**CRIMINAL JUSTICE ASSESSMENT FUND 185**

**Resources:**

Fines and Forfeitures	\$ 848,093	\$ 170,603	\$ 1,018,696
Interest	16,651	-	16,651
Net Working Capital	456,185	59,002	515,187
<b>TOTAL RESOURCES</b>	<b>\$ 1,320,929</b>	<b>\$ 229,605</b>	<b>\$ 1,550,534</b>

**Requirements:**

Non-Departmental: Materials and Services	\$ 423,933	\$ 8,610	\$ 432,543
Transfers Out	528,852	219,249	748,101
Contingency	79,208	1,746	80,954
Unappropriated Ending Fund Balance	288,936	-	288,936
<b>TOTAL REQUIREMENTS</b>	<b>\$ 1,320,929</b>	<b>\$ 229,605</b>	<b>\$ 1,550,534</b>

*Resources/Requirements:* Fines and Forfeitures increased due to increased distribution from Department of Corrections. Net Working Capital was adjusted to actual. Transfers out increased to distribute the additional proceeds in Fines and Forfeitures to Sheriff and Juvenile departments. Materials and Services increased to cover additional expenses in security services. Contingency increased to balance.

**COUNTY SCHOOLS FUND 210**

**Resources:**

Intergovernmental Federal	\$ 215,608	\$ -	\$ 215,608
Intergovernmental State	299,933	-	299,933
Interest	9,786	-	9,786
Net Working Capital	269,979	(208,481)	61,498
<b>TOTAL RESOURCES</b>	<b>\$ 795,306</b>	<b>\$ (208,481)</b>	<b>\$ 586,825</b>

**Requirements:**

Special Payments	\$ 795,306	\$ (208,481)	\$ 586,825
<b>TOTAL REQUIREMENTS</b>	<b>\$ 795,306</b>	<b>\$ (208,481)</b>	<b>\$ 586,825</b>

*Resources/Requirements:* Adjusted Net Working Capital to actual and decreased Specials Payments to school districts. Carryforward amount from FY 2024-25 decreased due to Secure Rural Schools Reauthorization delays.

**RAINY DAY FUND 381**

**Resources:**

Interest	\$ 75,319	\$ -	\$ 75,319
Net Working Capital	2,534,720	1,356	2,536,076
<b>TOTAL RESOURCES</b>	<b>\$ 2,610,039</b>	<b>\$ 1,356</b>	<b>\$ 2,611,395</b>

**Requirements:**

Reserve for Future Expenditures	\$ 2,610,039	\$ 1,356	\$ 2,611,395
<b>TOTAL REQUIREMENTS</b>	<b>\$ 2,610,039</b>	<b>\$ 1,356</b>	<b>\$ 2,611,395</b>

*Resources/Requirements:* Adjusted Net Working Capital to actual and increased Reserve for Future Expenditures.

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<b>DEBT SERVICE FUND 410</b>			
<i>Resources:</i>			
Admin Cost Recovery	\$ 6,198,107	\$ -	\$ 6,198,107
Interest	107,100	-	107,100
General Fund Transfers	3,256,405	78,993	3,335,398
Other Fund Transfers	1,612,868	(78,993)	1,533,875
Net Working Capital	5,631,388	321,726	5,953,114
<b>TOTAL RESOURCES</b>	<b>\$ 16,805,868</b>	<b>\$ 321,726</b>	<b>\$ 17,127,594</b>
<i>Requirements:</i>			
Non-Departmental: Materials and Services	\$ 39,498	\$ -	\$ 39,498
Debt Service Principal	2,040,511	-	2,040,511
Debt Service Interest	9,027,806	-	9,027,806
Unappropriated Ending Fund Balance	5,698,053	321,726	6,019,779
<b>TOTAL REQUIREMENTS</b>	<b>\$ 16,805,868</b>	<b>\$ 321,726</b>	<b>\$ 17,127,594</b>

*Resources/Requirements:* General Fund Transfers increased, offset by a decrease in Other Fund Transfers from the Health and Human Services Fund, due to a change in the proportional allocation of funding for projects financed through the 2024 capital loan. Net Working Capital was adjusted to actual and allocated to the Unappropriated Ending Fund Balance.

**SELF INSURANCE FUND 585**

<i>Resources:</i>			
Charges for Services	\$ 40,367,671	\$ -	\$ 40,367,671
Interest	417,993	-	417,993
Settlements	20,000	-	20,000
Net Working Capital	13,908,811	(997,046)	12,911,765
<b>TOTAL RESOURCES</b>	<b>\$ 54,714,475</b>	<b>\$ (997,046)</b>	<b>\$ 53,717,429</b>
<i>Requirements:</i>			
Non-Departmental: Materials and Services	\$ 40,691,346	\$ 2,219,794	42,911,140
Contingency	8,983,805	(4,042,840)	4,940,965
Unappropriated Ending Fund Balance	5,039,324	826,000	5,865,324
<b>TOTAL REQUIREMENTS</b>	<b>\$ 54,714,475</b>	<b>\$ (997,046)</b>	<b>\$ 53,717,429</b>

*Resources/Requirements:* Net Working Capital was adjusted to actual. Insurance increased to reflect anticipated claims coverage. Contingency was reduced to balance the fund. Ending Fund Balance increased to reflect mandated Liability Reserves.

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**CAPITAL**

**FACILITY RENOVATION FUND 455**

**Resources:**

Interest	\$ 200,000	\$ -	\$ 200,000
Other Fund Transfers	1,200,000	26,570	1,226,570
Net Working Capital	16,321,129	2,312,463	18,633,592
<b>TOTAL RESOURCES</b>	<b>\$ 17,721,129</b>	<b>\$ 2,339,033</b>	<b>\$ 20,060,162</b>

**Requirements:**

Non-Departmental: Capital Outlay	\$ 15,567,163	\$ 1,812,701	\$ 17,379,864
Reserve for Future Expenditures	2,153,966	526,332	2,680,298
<b>TOTAL REQUIREMENTS</b>	<b>\$ 17,721,129</b>	<b>\$ 2,339,033</b>	<b>\$ 20,060,162</b>

*Resources:* Other Fund Transfers is from the Health and Human Services Fund for the Crisis Center Remodel project. Net Working Capital was adjusted to actual.

*Requirements:* Capital Outlay increased a net \$1,812,701 for the following:

Carry forward projects:

- Sheriff's Office Evidence Building - \$1,007,084
- Jail Court Annex HVAC - \$418,319
- Courthouse Security Camera Matrix Replacement - \$353,181
- Health & Human Services Crisis Building Remodel - \$26,570
- Stabilization Center Remodel - \$13,417
- Juvenile Alternative Programs Building Reconditioning - (\$5,870)

Reserve for Future Expenditures increased to balance the Fund.

**CAPITAL IMPROVEMENT PROJECTS FUND 480**

**Resources:**

Intergovernmental State	\$ 198,795	\$ -	\$ 198,795
Interest	340,000	-	340,000
General Fund Transfers	979,670	224,390	1,204,060
Other Fund Transfers	1,368,244	797,435	2,165,679
Net Working Capital	11,895,507	1,201,976	13,097,483
<b>TOTAL RESOURCES</b>	<b>\$ 14,782,216</b>	<b>\$ 2,223,801</b>	<b>\$ 17,006,017</b>

**Requirements:**

Non-Departmental: Capital Outlay	\$ 8,472,737	\$ 1,372,166	\$ 9,844,903
Transfers Out	4,728,692	-	4,728,692
Contingency	500,000	-	500,000
Reserve for Future Expenditures	1,080,787	851,635	1,932,422
<b>TOTAL REQUIREMENTS</b>	<b>\$ 14,782,216</b>	<b>\$ 2,223,801</b>	<b>\$ 17,006,017</b>

*Resources:* General Fund Transfers increased by \$224,390, allocated as follows:

1. \$190,746 for the Jail D-Pod Exercise Space (modified)
2. \$21,551 for the Juvenile Counseling House Refurbishment (modified)
3. \$12,093 for the Sheriff's Office Jail Grease Trap (new)

Other Fund Transfers increased by a total of \$797,435 including:

An increase of \$788,798 from the Health & Human Services Fund for new and carryforward projects: 1) \$500,500 for the Horizon House Land Acquisition (new), 2) \$55,000 for Our Place Technology (new), 3) \$6,073 for the 3rd Floor Fire Door (new), 4) \$224,650 for HHS Building Tenant Improvements (carryforward), 5) \$2,575 for the HHS Woodburn Remodel (carryforward), and 6) an increase of \$21,881 from the Juvenile Grants Fund for the Juvenile Counseling House Wall Replacement.

Net Working Capital was adjusted to actual.

(Continued on next page)

**MARION COUNTY**

Fiscal Year 2025-26 First Supplemental Budget  
October 29, 2025

Adopted Budget	1st Supplemental Changes	Revised Budget October 29, 2025
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**Requirements:** Capital Outlay increased a net \$1,372,166 for the following:

**New projects:**

- Horizon House Land Acquisition - \$500,500
- Juvenile Detention Door Control System - \$190,420
- Courthouse Elevator Repair - \$57,305
- Health & Human Services Our Place Technology - \$55,000
- Juvenile Counseling House Wall Replacement - \$21,881
- Courthouse Square Restroom Floor Replacement - \$14,939
- Sheriff's Office Jail Grease Trap - \$12,093
- Health & Human Services Fire Door Opener - \$6,073
- Carry forward (CF), Modified\*, Moved Funds\*\* projects:
- HHS Building Tenant Improvements - \$207,906
- Jail D-Pod Exercise Space - \$188,484\*
- DA Medical Examiner Office Relocation - \$141,459
- Assessment and Taxation Software - \$115,000
- Sheriff's Office Jail Intake HVAC - \$97,962
- Courthouse HVAC Control Panel - \$76,695
- Courthouse Sidewalk Replacement - \$70,550

**Carry forward and modified (continued):**

- JV Counseling House Refurbishment - \$59,871\*
- Juvenile Market Renovation - \$39,629
- Assessor's Office Tax Office Addition - \$28,154\*
- Public Works IT Server Room HVAC - \$25,854
- IT Pictometry Flight 5 - \$23,820
- HHS Modular Improvements - \$8,860
- Juvenile Court Refurbishment - \$6,108
- Community Services Suite Remodel - \$4,791
- Juvenile Detention Shower Floors - \$4,244
- HHS Woodburn Remodel - \$2,575
- Crosby Radio Generator - (\$2,038)
- Dog Shelter Shed - (\$13,244)- complete in FY 24-25
- Assessor's Office Addition - (\$32,534)\*
- Public Safety VHF Radio - (\$117,722)
- Courthouse Security Camera Matrix - (\$422,469)\*\*

**TOTAL ALL FUNDS**

<b>Resources:</b>	\$ 743,294,651	\$ 43,953,470	\$ 787,248,121
<b>Requirements:</b>			
Appropriations	\$ 647,821,930	\$ 39,473,796	\$ 687,295,726
Reserve for Future Expenditures	28,677,132	(974,157)	27,702,975
Unappropriated Ending Fund Balance	66,795,589	5,453,831	72,249,420
<b>TOTAL REQUIREMENTS</b>	\$ 743,294,651	\$ 43,953,470	\$ 787,248,121

Note: The totals include all funds although only funds with supplemental budget adjustments are displayed.

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Capital	455 Facility Renovation	Health & Human Services Crisis Building Remodel	Carryforward	190 Health and Human Services	26,570	3,037,175
Project is incomplete and carried forward from the prior fiscal year.						
Capital	455 Facility Renovation	Sheriff's Office Evidence Building	Carryforward	455 Facility Renovation	1,007,084	9,785,613
Project is incomplete and carried forward from the prior fiscal year.						
Capital	455 Facility Renovation	Jail Court Annex HVAC	Carryforward	455 Facility Renovation	418,319	842,674
Project is incomplete and carried forward from the prior fiscal year.						
Capital	455 Facility Renovation	Courthouse Security Camera Matrix Replacement	Carryforward	455 Facility Renovation	353,181	761,384
Project is incomplete and carried forward from the prior fiscal year.						
Capital	455 Facility Renovation	Stabilization Center Remodel	Carryforward	455 Facility Renovation	13,417	696,696
Project is incomplete and carried forward from the prior fiscal year.						
Capital	455 Facility Renovation	Juvenile Alternative Building Recondition	Carryforward	455 Facility Renovation	(5,870)	529,829
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Health and Human Services Building Tenant Improvement	Carryforward	190 Health and Human Services	207,906	1,499,650
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	HHS Woodburn Remodel	Carryforward	190 Health and Human Services	2,575	330,000
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	DA Medical Examiner Office Relocation	Carryforward	480 Capital Improvement Projects	141,459	787,923
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Assessment and Taxation Software	Carryforward	480 Capital Improvement Projects	115,000	750,000
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Sheriff's Office Jail Intake HVAC	Carryforward	480 Capital Improvement Projects	97,962	161,000
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Courthouse HVAC Control Panel	Carryforward	480 Capital Improvement Projects	76,695	407,000
Project is incomplete and carried forward from the prior fiscal year.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Capital	480 Capital Improvement Projects	Courthouse Sidewalk Replacement	Carryforward	480 Capital Improvement Projects	70,550	112,200
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Juvenile Market Renovation	Carryforward	480 Capital Improvement Projects	39,629	500,049
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Public Works IT Server Room HVAC	Carryforward	480 Capital Improvement Projects	25,854	294,000
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	IT Pictometry Flight 5	Carryforward	480 Capital Improvement Projects	23,820	275,800
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	HHS Modular Improvements	Carryforward	480 Capital Improvement Projects	8,860	174,000
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Juvenile Court Refurbishment	Carryforward	480 Capital Improvement Projects	6,108	211,644
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Community Services Suite Remodel	Carryforward	480 Capital Improvement Projects	4,791	391,859
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Juvenile Detention Shower Floors	Carryforward	480 Capital Improvement Projects	4,244	70,619
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Crosby Radio Generator	Carryforward	480 Capital Improvement Projects	(2,038)	83,585
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Public Safety VHF Radio	Carryforward	480 Capital Improvement Projects	(117,722)	434,500
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Jail DPod Exercise Space	Carryforward/Modified	100 General Fund	188,484	978,320
Additional budget appropriation needed based on lowest bid received for construction.						
Capital	480 Capital Improvement Projects	Juvenile Counseling House Refurbishment	Carryforward/Modified	100 General Fund	59,871	99,871
The increase in cost covers residing entire house to remove lead paint. The original CIP was to replace just the damaged siding and repaint.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Capital	480 Capital Improvement Projects	Assessor's Office Tax Office Addition	Carryforward/Modified	480 Capital Improvement Projects	28,154	53,351
Construction costs increased to reflect actual expenses.						
Capital	480 Capital Improvement Projects	Assessor's Office Addition	Carryforward/Modified	480 Capital Improvement Projects	(32,534)	71,461
Construction costs are reduced to match actuals.						
Capital	480 Capital Improvement Projects	Dog Shelter Shed	Complete in FY 24-25	480 Capital Improvement Projects	(13,244)	13,244
Project has been completed in a prior fiscal year.						
Capital	480 Capital Improvement Projects	Sheriff's Office Jail Grease Trap	New	100 General Fund	12,093	12,093
This project was initially identified as a Materials and Supplies project, but at a later date confirmed to be a CIP.						
Capital	480 Capital Improvement Projects	Juvenile Counseling House Wall Replacement	New	125 Juvenile Grants	21,881	21,881
An additional wall is needed due to a recent hire. This project was not known at the CIP submission window for FY 25-26 back in December 2024.						
Capital	480 Capital Improvement Projects	Health and Human Services Horizon House Land	New	190 Health and Human Services	500,500	500,500
Purchase the land for the purpose of building the future home of the Horizon House Program.						
Capital	480 Capital Improvement Projects	Health and Human Services Our Place Technology	New	190 Health and Human Services	55,000	55,000
Our Place office installation of IT equipment.						
Capital	480 Capital Improvement Projects	Health & Human Services Fire Door	New	190 Health and Human Services	6,073	6,073
Installation of ADA door opener and fire rated glass insert to bring the access door into compliance with fire code and meet the customer's needs.						
Capital	480 Capital Improvement Projects	Juvenile Detention Door Control System	New	480 Capital Improvement Projects	190,420	190,420
The existing door control system is beyond its serviceable life, no longer supported by the manufacturer, and experiencing increasing failures due to age and component degradation. As this system directly supports the facilities life safety and security functions, further delay poses a significant operational and safety risk.						
Capital	480 Capital Improvement Projects	Courthouse Elevator Repair	New	480 Capital Improvement Projects	57,305	57,305
Install a new controller drive on Courthouse Square elevator #2—including key components—to ensure continued operation.						
Capital	480 Capital Improvement Projects	Courthouse Square Restroom Floor Replacement	New	480 Capital Improvement Projects	14,939	14,939
The original floor tile failed and was replaced by removing all existing tile, re-prepping the surface, and reinstalling leftover tile from the initial installation, with no new tile purchased.						
Capital	N/A	Courthouse Security Camera Matrix Replacement	N/A	Moved from Fund 480 to Fund 455	(422,469)	
Project moved from Capital Improvement Projects Fund to Facility Renovation Fund.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Juvenile	125 Juvenile Grants	Woodlot Concrete Pad	New	125 Juvenile Grants	12,148	12,148
Placement of a new concrete pad in the Woodlot at Alternative Programs to improve safety and working conditions for youth and staff.						
Juvenile	125 Juvenile Grants	Processor Pad Entry	New	125 Juvenile Grants	6,599	6,599
Placement of a concrete pad and gravel at the Firewood Processor at Alternative Programs to improve safety and working conditions for youth and staff.						
Public Works	130 Public Works	ARTS Cascade Hy Safety Improvements	Cancelled	130 Public Works	(72,250)	974,000
The Board of Commissioners decided not to move ahead with this project (due to the public complaints on rumble strips). The project has been canceled.						
Public Works	130 Public Works	Meridian Road Bridge #2504A (Abiqua Ck) Repair	Carryforward	130 Public Works	1,451,500	2,381,500
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Rambler Bridge 05419A Rehabilitation	Carryforward	130 Public Works	797,500	5,988,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Motor Grader Replacement for 0PW332	Carryforward	130 Public Works	456,000	456,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	State St - 4106 to 46th Av Urban Upgrade	Carryforward	130 Public Works	427,500	7,304,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Battlecreek Rd Roundabout Contribution	Carryforward	130 Public Works	395,203	557,250
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Hazelgreen Bridge 05387 Replacement	Carryforward	130 Public Works	351,500	6,522,500
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Advisory Curve Signing	Carryforward	130 Public Works	240,500	250,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Wheatland Ferry Improvements Phase 3A	Carryforward	130 Public Works	206,750	932,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	River Rd S 5789A (Indep Bridge) Loading Improvements	Carryforward	130 Public Works	190,750	3,170,000
Project is incomplete and carried forward from the prior fiscal year.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	130 Public Works	Nusom Bridge Approach Improvement	Carryforward	130 Public Works	160,000	350,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Guardrail Improvements	Carryforward	130 Public Works	150,000	150,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	McKay Rd ARPA Safety Improvements	Carryforward	130 Public Works	116,250	3,048,250
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Wheatland Ferry Operational Improvements	Carryforward	130 Public Works	87,250	437,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Sinker Creek Bridge Replacement	Carryforward	130 Public Works	60,250	637,500
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Delaney Rd Bridge Replacement and Realignment	Carryforward	130 Public Works	46,000	5,205,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	3rd Street Bridge #6207A (Butte Ck-Scotts Mills) Replacem	Carryforward	130 Public Works	40,250	4,461,250
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	BV Ferry Operational Improvements	Carryforward	130 Public Works	35,250	448,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	PW Building 2 Boiler Replacement	Carryforward	130 Public Works	28,400	121,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Traffic Signal Interconnect and Fiber	Carryforward	130 Public Works	27,750	1,119,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	ARTS Howell Prairie Safety Improvements	Carryforward	130 Public Works	27,500	510,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	ARTS McKay Corridor Improvements	Carryforward	130 Public Works	15,750	775,500
Project is incomplete and carried forward from the prior fiscal year.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	130 Public Works	Wheatland Ferry Closure Sign	Carryforward	130 Public Works	13,921	13,921
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	North Fork Guardrail - FLAP	Carryforward	130 Public Works	6,500	1,788,250
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Boones Ferry Culvert Replacement	Carryforward	130 Public Works	(9,750)	500,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Wilco Bridge Repairs	Carryforward	130 Public Works	(91,250)	385,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Mill Creek Bridge 01505 Replacement	Carryforward	130 Public Works	(138,500)	3,593,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	North Fork Rd Omnibus Improvements Project	Carryforward	130 Public Works	(401,750)	1,256,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Connecticut Ave W Side Urban Upgrade	Carryforward	130 Public Works	(481,500)	1,021,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	North Fork Road Slide #2 Repair	Carryforward	130 Public Works	(2,021,750)	11,633,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Silverton Rd Left Turn Refuge at Desart	Carryforward	130 Public Works	50,250	1,445,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	ARTS Ehlen/Butteville Roundabout	Carryforward	130 Public Works	46,500	6,878,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	North Fork Road MP 3.0 Slide Repair	Carryforward/Modified	130 Public Works	940,000	950,000
Complexity and expansion of the slide required an expansion of the rock buttress.						
Public Works	130 Public Works	Hayesville Dr: Portland - Fuhrer Urban Upgrades	Carryforward/Modified	130 Public Works	7,000	9,574,000
Overran the estimated quantity of contaminated soil removal.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	130 Public Works	Center St- N Side Urban Upgrade	Carryforward/Modified	130 Public Works	(413,500)	4,577,000
Right of Way complications have pushed the construction start date back a year, so these funds will be used in the next fiscal year.						
Public Works	130 Public Works	Vehicle Mount Readerboard	Complete in FY 24-25	130 Public Works	(19,800)	-
Project has been completed in a prior fiscal year.						
Public Works	130 Public Works	Vehicle Mount Readerboard	Complete in FY 24-25	130 Public Works	(19,800)	-
Project has been completed in a prior fiscal year.						
Public Works	130 Public Works	1-ton Truck with Dump Bed	Complete in FY 24-25	130 Public Works	(94,600)	-
Project has been completed in a prior fiscal year.						
Public Works	130 Public Works	F-450 Truck with Snow Plow and Sander	Complete in FY 24-25	130 Public Works	(125,895)	-
Project has been completed in a prior fiscal year.						
Public Works	130 Public Works	Tractor with Side and Rear Mower	Complete in FY 24-25	130 Public Works	(278,300)	-
Project has been completed in a prior fiscal year.						
Public Works	130 Public Works	PW Generator Radiator Repair	New	100 General Fund 130 Public Works	156,026	156,023
This request to repair the radiator at Public Works Bldg #1. The repair is estimated to extend the life of the current radiator by five years and give the County time to determine how to address the eventual replacement of it. A new radiator is estimated to cost between \$555,000 and \$650,000.						
Public Works	130 Public Works	Automated Flagger Assistance Devices	New	130 Public Works	108,900	108,900
The Automated Flagger Assistance Devices (AFAD) are designed to increase safety and security of flaggers, workers, and motorists in the work zone. This request is to add three more pairs to the original pair purchased last fiscal year which will provide each Road Maintenance District the opportunity to deploy them in their respective areas.						
Public Works	130 Public Works	SRTS Scott Elementary RRFB	New	130 Public Works	38,750	243,000
This request is being made to construct a Rectangular Rapid Flashing Beacon (RRFB) at the intersection of Brown Rd and Arizona Ave to make the crossing more visible. This project received Safe Routes to School Rapid Response funding, and project expenses will be reimbursed at 100%.						
Public Works	130 Public Works	PW Building 1 Breakroom Card Reader	New	130 Public Works	7,020	7,020
To provide a key-card reader at the door between the breakroom and the Dispatch and Road Ops area. Currently, this door is accessible to the public, allowing them to wander into staff-only areas, thereby creating a security risk.						
Public Works	130 Public Works	Radio Antenna Analyzer	New	130 Public Works	6,600	6,600
This purchase is for the replacement of a 20-year-old antenna analyzer that is no longer supported and has reached the end of its useful life.						
Public Works	135 Public Works Grants	Mill City Sewer System Project	Carryforward	115 Non-Departmental Grants 135 Public Works Grants	12,902,500	57,269,597
Project is incomplete and carried forward from the prior fiscal year.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	135 Public Works Grants	Marion County Radio System Design & Build	Carryforward	135 Public Works Grants	4,205,443	15,225,470
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	135 Public Works Grants	Brooks Water - Design & Build	Carryforward	135 Public Works Grants	2,940,000	14,659,854
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	135 Public Works Grants	Detroit-Idanha Sewer System Project	Carryforward	135 Public Works Grants	1,191,371	8,000,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	135 Public Works Grants	ARPA - Fargo Sewer Collection System Improvements	Carryforward	135 Public Works Grants	30,000	600,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	310 Parks	Salmon Falls Park Restoration	Carryforward	135 Public Works Grants	500,000	890,221
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	310 Parks	Parkdale Park Improvement	Carryforward	310 Parks	90,000	720,677
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	310 Parks	Santiam Wildfire Memorial	New	170 Community Development	25,000	25,000
This request is being made to design and build a memorial in North Fork County Park to recognize those individuals who lost their lives or were first responders in the 2020 Beachie Creek Fires.						
Public Works	320 Surveyor	Survey Equipment	New	320 Surveyor	95,750	95,750
This request is being made to replace outdated equipment used by the Surveyor's Office. Now that the field survey crew is fully staffed, Public Works plans to begin the budgeting process for purchasing replacement equipment that is more than 12 years old.						
Public Works	330 Building Inspection	PW building Purchase at 4707 Silverton Rd.	New	130 Public Works 330 Building Inspection	2,100,000	5,610,000
This request is to purchase the property located at 4707 Silverton Road. The project costs include closing costs and design plans to remodel the existing building on this property. Once this project is completed, it is anticipated that approximately 40 Public Works FTE staff members will report to this facility to serve Building Inspection, Land Use Planning, and LDEP customers.						
Public Works	510 Environmental Services	Brown's Island Server and PDU	New	510 Environmental Services	9,933	9,933
Our MCIT Operations team and Enterprise DBA recommend installing a dedicated server at Browns Island to mitigate the significant risks of data corruption or inadvertent deletion. In addition, Operations recommends upgrading to a larger-capacity UPS. The upgrade will provide sufficient running time for the on-site network equipment in the event of a power outage.						
Public Works	595 Fleet management	Alternative Program F550 Crew Cab Truck with Dump Bed (replace 00J885)	Carryforward	100 General Fund	43,744	114,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	595 Fleet management	FY24-25 Annual Light Duty Fleet Replacement	Carryforward	595 Fleet management	86,400	892,892
Project is incomplete and carried forward from the prior fiscal year.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	595 Fleet management	FY25-26 Annual Light Duty Fleet Replacement	Modified	595 Fleet management	35,970	1,715,670
Three platform upgrades planned for the incoming replacement vehicles.						
Public Works	595 Fleet management	Replace HD1739 - totaled in vehicle accident	Complete in FY 24-25	595 Fleet management	(24,750)	-
Project has been completed in a prior fiscal year.						
Public Works	595 Fleet management	Replace PW2115 due to transmission failure	Complete in FY 24-25	595 Fleet management	(37,950)	-
Project has been completed in a prior fiscal year.						
Public Works	595 Fleet management	Replacement for SH2341 - MCSO Vehicle	New	100 General Fund 595 Fleet Management	77,000	77,000
SH2341 was in a motor vehicle collision and is considered a total loss. This purchase will be for the replacement of a 2023 Dodge Durango Pursuit and will include all outfitting of equipment for a MCSO Patrol unit.						
Public Works	595 Fleet management	PW2507 Traffic Van Upfit	New	130 Public Works	13,200	13,200
SH2037 was in a motor vehicle accident and is considered a total loss. This purchase will be for the replacement of a 2020 Ford Interceptor Pursuit and will include all outfitting of equipment for an MCSO Patrol unit.						
Public Works	595 Fleet management	Replacement for SH2037 - MCSO Vehicle	New	595 Fleet management	77,000	77,000
This request is to install a Ford van package that includes a partition, workbench, shelving, drawers, and part bins in the Engineering Traffic Sprint Van.						
Sheriff	250 Sheriff Grants	Messaging Board Trailer	New	250 Sheriff Grants	43,773	43,773
The purchase of the 2 variable messaging system (VMS) trailers is in cooperation with US Forest Service for use on federal lands patrolled by the Sheriff's Office.						
Sheriff	250 Sheriff Grants	Radar Trailer Replacement	New	250 Sheriff Grants	9,802	9,802
County received FY24 JAG grant which will pay for \$9,802 toward replacement cost. Remaining \$11,021 will be from Traffic Safety Team funds (255-31-32-323-3210-000000) to support enhanced community education and awareness efforts						
Sheriff	250 Sheriff Grants	Firearm Processing Equipment	New	250 Sheriff Grants	9,774	9,774
The purchase of a Savage Range Systems GD Gunsmith bullet trap will make it possible to safely discharge firearms for testing of functionality before prosecuting gun crimes.						
Sheriff	255 Traffic Safety	Radar Trailer Replacement	New	255 Traffic Safety	11,021	11,021
County received FY24 JAG grant which will pay for \$9,802 toward replacement cost. Remaining \$11,021 will be from Traffic Safety Team funds (255-31-32-323-3210-000000) to support enhanced community education and awareness efforts						
<b>TOTAL:</b>					<b>\$ 30,163,270</b>	<b>\$ 220,241,253</b>



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: October 29, 2025

Department: Juvenile

Title: Oregon Dept of Education Juvenile Crime Prevention Grant #15683, Reinstatement

Management Update/Work Session Date: October 7, 2025 Audio/Visual aids

Time Required: 10 minutes Contact: Troy Gregg/Sandra Fixsen Phone: x4479

Requested Action: Marion County Juvenile Department is requesting an exemption from Marion County Public Contracting Rules to reinstate this contract from July 1, 2025 through June 30, 2027.

Issue, Description & Background: The Grant Agreement with Oregon Department of Education (ODE) for Juvenile Crime Prevention Grant #15683 has expired. Each biennium the State of Oregon (State) reviews this grant agreement, and if approved, the County receives an amendment from the State to add funds and extend the term. Due to the State’s budget process, ODE did not receive approval until the end of June, delaying the County’s receipt of Amendment 4 and now requires a request to reinstate the agreement.  
  
(Contract Record No. JV-4304-21)

Financial Impacts: Increases incoming funds by \$477,277.00 for a new total of \$1,406,322.00.

Impacts to Department & External Agencies: The Juvenile Department anticipates no financial impact to other departments.

List of attachments: Board Order, Exhibit A Findings, Anticipated Amendment 4 BOC packet

Presenter: Toby Giddings, Troy Gregg

Department Head Signature: Troy Gregg Digitally signed by Troy Gregg Date: 2025.10.01 10:06:06 -07'00'

BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON

In the matter of granting an exemption to )  
reinstate an expired Intergovernmental )  
Agreement between Marion County and the )  
Oregon Department of Education pursuant to)  
the Marion County Public Contracting Rules)

ORDER NO. \_\_\_\_\_

This matter came before the Marion County Board of Commissioners, acting as the Marion County Contract Review Board (Board), at its regularly scheduled public meeting on Wednesday, October 29, 2025.

WHEREAS, the Board finds that Marion County Juvenile Department seeks an exemption from Marion County Public Contracting Rules, pursuant to Section 10-0570 Reinstatement of Expired Contracts, which allows an expired contract to be reinstated, in full force and effect, as if it had not expired; and

WHEREAS, Marion County Public Contracting Rule Section 10-0570(1)(b) requires that a written request for reinstatement be presented within ninety (90) days after the expiration of the original contract. Due to the delay in the County’s receipt of Amendment 4 to Intergovernmental Agreement #15683 between Marion County and the Oregon Department of Education from the State of Oregon, the Marion County Juvenile Department seeks an exemption to this rule allowing the contract to be reinstated one hundred twenty-one (121) days after expiration; and

WHEREAS, the Board finds the use of a reinstatement exemption for Intergovernmental Agreement #15683 between Marion County and the Oregon Department of Education is justified and consistent with the Marion County Public Contracting Rules; now, therefore,

IT IS HEREBY ORDERED that the Board grants an exemption to allow the reinstatement of Intergovernmental Agreement #15683 between Marion County and the Oregon Department of Education. Findings supporting this order are attached hereto as Exhibit A.

Dated this 29<sup>th</sup> day of October 2025.

MARION COUNTY BOARD OF  
COMMISSIONERS

Original: Juvenile

cc: Board of Commissioner’s Office  
Toby Giddings, Finance

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Contract Review Board  
Marion County Public Contracting Rules  
Discretionary Action Form / Exhibit A – Findings

**Contract Title:**

Juvenile Crime Prevention Fund ODE Grant #15683

**Contract Number:**

JV-4304-21

**Department:**

Juvenile Department

**Submitted By:**

Brianna Sloane, Contract Specialist

**Issue:**

The Grant Agreement (Agreement) with Oregon Department of Education (ODE) for Juvenile Crime Prevention (JCP) Grant #15683 has expired. Each biennium the State of Oregon (State) reviews this Agreement, and if approved, the County receives an amendment from the State to add funds and extend the term. Due to the State's budget process, ODE did not receive approval until the end of June, delaying the County's receipt of Amendment 4 and now requires an exemption from Marion County Public Contracting Rules to reinstate the Agreement from July 1, 2025 through June 30, 2027.

July 1, 2021	Agreement was effective for JCP Grant #15683 funding for 2021-2023 biennium.
July 1, 2023	Amendment 1 was executed to extend Agreement two years to June 30, 2025.
January 3, 2024	Amendment 2 added funds in the amount of \$465,628.00, retroactive to July 1, 2023.
March 29, 2024	Amendment 3 updated the Grantee from Marion County to Marion County Juvenile Department, retroactive to July 1, 2023.
June 30, 2025	The Agreement expired.
September 10, 2025	Amendment 4 to Reinstate the Agreement and amend to add funds in the amount of \$463,417.00 and extend the contract to June 30, 2027 was submitted to the Juvenile Department.

September 16, 2025 Compliance review was initiated and a formal Board Order to grant an exemption is scheduled to be submitted at the October 22, 2025 Board of Commissioners meeting.

**Recommendation:**

Marion County Juvenile Department requests that the Marion County Board of Commissioners, acting as the Local Contract Review Board, consider approval of this exemption to reinstate the Agreement with Oregon Department of Education (ODE) for Juvenile Crime Prevention (JCP) Grant #15683 to continue necessary services through June 30, 2027.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

29

Meeting date: October 22, 2025

Department: Juvenile

Title: Oregon Dept of Education Juvenile Crime Prevention Grant #15683, Amendment 4

Management Update/Work Session Date: October 7, 2025 Audio/Visual aids

Time Required: 5 Contact: Troy Gregg Phone: 503-584-4806

Requested Action: Consider approval of Amendment 4 to the Justice Crime Prevention Grant agreement #15683 with the State of Oregon Department of Education.

Issue, Description & Background: The Grant Agreement with Oregon Department of Education (ODE) for Juvenile Crime Prevention Grant #15683 has expired. Funding from this grant allows the Department to offer crime prevention services to reduce crime in the community/Marion County.  
  
(Contract Record No. JV-4304-21)

Financial Impacts: Amendment 4 adds funds in the amount of \$477,277.00 for crime prevention services provided by Family Support Program through 6/30/27. The new Agreement total is \$1,406,322.00.

Impacts to Department & External Agencies: No impact to other County departments or outside agencies

List of attachments: CRS, Reinstatement Contract Approval Memo, Agreement Amendment 4, Amendments 1-3 and Original Agreement.

Presenter: Troy Gregg

Department Head Signature: *Troy Gregg*  
DocuSigned by: 7B51FB55EA534F1



## REQUEST FOR AUTHORIZATION OF CONTRACT JV-4304-21 Amendment 4

**Date:** September 10, 2025  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Brianna Sloane

**Subject: Reinstatement**

The Marion County Juvenile Department is requesting approval to reinstate a contract as described in Section 10-0570 of the Marion County Public Contracting Rules. The contract is with Oregon Department of Education for JCP Prevention Grant #15683 with a value of \$1,406,322.00 and upon approval will be reinstated and in full force and effect, as if it had not expired with a new expiration date of June 30, 2027.

**A. BACKGROUND**

Each biennium The State of Oregon reviews this grant agreement. If approved, the County receives an amendment from the State to add funds and extend the term. This year, as with most, the State did not receive approval until the end of June, delaying the County’s receipt of Amendment 4 and requiring a request to reinstate the agreement.

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

Budget delays at the State or Oregon are unavoidable but we monitor events and have forms ready for signature to process as quickly as possible once received from the State. Amendment 4 to IGA#15683 was not received from the State until September 10, 2025.

Submitted by:

DocuSigned by:  
  
28C105A237994CE

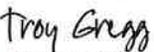
Brianna Sloane  
Juvenile Department

Reviewed by:

DocuSigned by:  
  
C5E72234E6F54E3

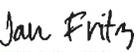
Contracts & Procurement

Acknowledged by:

DocuSigned by:  
  
7B54EB55EA534E1

Department Head

Acknowledged by:

DocuSigned by:  
  
DC16351248DE4EC

Jan Fritz, CAO

### Reinstatement and Amendment No. 4 to Grant No. 15683

This is Reinstatement and Amendment No. 4 to Grant Agreement No. 15683, effective July 1, 2023 (as amended from time to time, the “Grant”), between the State of Oregon, acting by and through its Oregon Department of Education (“Agency”) and Marion County (“Grantee”), each a “Party” and together, the “Parties”. Upon receipt of all required approvals and execution by both Parties, this Reinstatement and Amendment shall be effective on July 1, 2025 (“Amendment Effective Date”).

The Grant expired on June 30, 2025 and the Parties now desire to reinstate the Grant in its entirety and amend the Grant provided herein.

The Parties acknowledge and agree that Agency has not made any payment for activities performed after June 30, 2025.

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 3 of the Grant is amended as follows:

#### SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on ~~June 30, 2025~~ **June 30, 2027**.

2. Section 6 of the Grant is amended as follows:

#### SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to ~~\$929,045.00~~ **\$1,406,322.00** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its General Fund (“Funding Source”).

3. Exhibit A Section V of the Grant is deleted and replaced with the following revised Exhibit A Section V, effective as of the Amendment Effective Date.

#### SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

Using Agency provided reporting templates, Grantee will submit required reports, related reports, and information as Agency may reasonably require. Required reports include Quarterly Reports and the Final Report. Grantee must submit the reports as indicated below:

REPORT	DUE DATE
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**ODE GRANT #15683 – Juvenile Crime Prevention Fund**

Quarterly Reports	Within 30 days after the end of each quarter listed below:  Quarter 1: July 1, 2025 - September 30, 2025 Quarter 2: October 1, 2025 - December 31, 2025 Quarter 3: January 1, 2026 - March 31, 2026 Quarter 4: April 1, 2026 - June 30, 2026 Quarter 5: July 1, 2026 - September 30, 2026 Quarter 6: October 1, 2026 - December 31, 2026 Quarter 7: January 1, 2027 - March 31, 2027 Quarter 8: April 1, 2027 - June 30, 2027
Final Report	By August 1, 2027

**Grant Funds Available by Biennium:**

<b>Grant Period</b>	<b>Total Granted</b>	<b>Total Available</b>
2021 - 23 Funds	\$463,417.00	\$ -
2023 - 25 Funds	\$465,628.00	\$ -
2025 - 27 Funds	\$477,277.00	\$477,277.00
<b>Grant Total</b>	<b>\$1,406,322.00</b>	<b>\$477,277.00</b>

*THIS SPACE INTENTIONALLY LEFT BLANK*

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the

**ODE GRANT #15683 – Juvenile Crime Prevention Fund**

Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS REINSTATEMENT AND AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Reinstatement and Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Reinstatement and Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Reinstatement and Amendment as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Education**

By: 

9/10/2025  
Date

Julia Alpernas, Director of Procurement

**Marion County**

By: See attached signature page  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

93-6002307  
Federal Tax ID Number

**Approved for Legal Sufficiency in accordance with ORS 291.047**

By: Nina Englander via email  
DOJ Assistant Attorney General

09/04/2025  
Date

**SIGNATURE PAGE FOR  
JCP PREVENTION GRANT #15683 - JV-4304-21 AMENDMENT #4  
between  
MARION COUNTY and OREGON DEPARTMENT OF EDUCATION**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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Chair	Date
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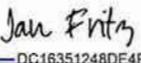
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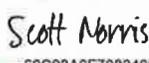
Commissioner	Date
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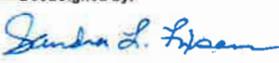
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Commissioner	Date
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Authorized Signature:	<small>DocuSigned by:</small>  <small>7851FB66EA524F1...</small> Department Director or designee	10/1/2025 <hr/> Date
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Authorized Signature:	<small>DocuSigned by:</small>  <small>DC16351248DE4EC</small> Chief Administrative Officer	10/3/2025 <hr/> Date
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Reviewed by Signature:	<small>Signed by:</small>  <small>60C98A6E708240B</small> Marion County Legal Counsel	10/2/2025 <hr/> Date
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Reviewed by Signature:	<small>DocuSigned by:</small>  <small>C5F72231E6F54E3</small> Marion County Contracts & Procurement	10/1/2025 <hr/> Date
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MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 10/29/2025

Department: Finance

Title: FY 2025-26 First Supplemental Budget

Management Update/Work Session Date: 10/21/2025 Audio/Visual aids

Time Required: 15 Contact: Jeff White Phone: 503-373-4433

Requested Action: To approve FY 2025-26 First Supplemental Budget.

Issue, Description & Background: All supplemental budgets must be adopted by the Board of Commissioners during a Board Session.

Financial Impacts: Increase of Marion County's FY 2025-26 budget by \$43,953,470 to a revised total of \$787,248,121.

Impacts to Department & External Agencies: Some departments and funds require additional budget authority .

List of attachments: Resolution and Supplemental Budget

Presenter: Daniel Adatto, Senior Budget Analyst

Department Head Signature: *Jeff D White*

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of the First     )  
Supplemental Budget for     )  
Fiscal Year 2025-26         )

**RESOLUTION No. \_\_\_\_\_**

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on October 29, 2025, to consider adopting the first supplemental budget and make appropriations for fiscal year 2025-2026.

WHEREAS, county departments have requested budget adjustments due to unforeseen circumstances as described in the explanation attached hereto and by this reference made a part hereof; and

WHEREAS, the Marion County Budget Officer has reviewed the requests of the departments and recommends a first supplemental budget increase of \$43,953,470 for fiscal year 2025-2026 to the board; and

WHEREAS, the county has published information about the first supplemental budget and notice of the public hearing on the budget as required by local budget law in the Woodburn Independent on October 22, 2025; and

WHEREAS, the first supplemental budget document was available for public inspection beginning October 22, 2025, and the board held the duly noticed public hearing on October 29, 2025; now, therefore

IT IS HEREBY RESOLVED, that for the fiscal year beginning July 1, 2025, the first supplemental budget increase of \$43,953,470 is approved for the purposes shown in the attached schedule, for a total appropriation of \$687,295,726, bringing the total budget for the fiscal year 2025-26 to \$787,248,121.

DATED at Salem, Oregon this 29th day of October 2025.

MARION COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Marion County  
First Supplemental Budget for  
Fiscal Year 2025-26  
October 29, 2025

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Marion County  
First Supplemental Budget for  
Fiscal Year 2025-26  
October 29, 2025

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Marion County  
 First Supplemental Budget for  
 Fiscal Year 2025-26  
 October 29, 2025

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**EXECUTIVE SUMMARY**

According to Oregon Local Budget Law, Marion County, under certain circumstances, may make a supplemental budget for the fiscal year for which the regular budget has been prepared. Generally, these circumstances involve unanticipated resources or occurrences that require additional appropriation authority.

The board resolution authorizes the following specific amendments to the budget to be adopted on October 29, 2025, for the fiscal year beginning July 1, 2025, and ending June 30, 2026. The following proposed supplemental budget amendment increases the FY 2025-26 budget per the table below:

	FY 2025-26 Adopted Budget	1st Supplemental Changes	FY 2025-26 Amended Budget
<b>Total Budget</b>	\$743,294,651	\$43,953,470	\$787,248,121
<b>Appropriations Only</b>	\$647,821,930	\$39,473,796	\$687,295,726
<b>FTE</b>	1,652.01	-25.90	1,626.11

**Full Time Equivalent Summary**

The following proposed supplemental budget amendment includes a net reduction of **25.90 FTE**:

- **District Attorney’s Office (Decreased 1.00 FTE):**
  - General Fund
    - -1.00 FTE – The decrease is for 1.00 Data Specialist, as the workload is currently being handled by a contracted vendor.
- **Health and Human Services Department (Increased 0.1 FTE):**
  - Health and Human Services Fund
    - 0.10 FTE – The increase is for 0.10 Mental Health Specialist 2.
- **Human Resources Department (Decreased 1.00 FTE):**
  - Central Services Fund
    - -1.00 FTE – The decrease is for 1.00 Senior Project Manager. This is the inter-departmental reassignment from the Human Resources Department to the Information Technology Department, as this role is a better fit in IT Department for the current stage of ERP implementation.
- **Information Technology Department (Increased 1.00 FTE):**
  - Central Services Fund
    - 1.00 FTE – The increase is for 1.00 Senior Project Manager. As stated above in the Human Resources Department, this position is moving departments as the role is a better fit in the IT Department.
- **Sheriff’s Office (Decreased 25.00 FTE):**
  - General Fund
    - -19.00 FTE – The decrease is for 17.00 Stabilization Specialists, 1.00 Support Services Technician, 1.00 Case Aide Bilingual. This reduction is due to the reduction in staffing at the Transition Center.

Marion County  
First Supplemental Budget for  
Fiscal Year 2025-26  
October 29, 2025

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- Community Corrections Fund
  - -4.00 FTE – The decrease is for 1.00 Deputy Sheriff P&P Advanced, 1.00 Victim Assistance Program Coordinator, 1.00 Case Aide Bilingual, 1.00 Sergeant. This reduction is due to reduced State funding.
- Sheriff Grants Fund
  - -2.16 FTE – The decrease is for 2.00 Deputy Sheriff Institutions due to a reduction of Justice Reinvestment funds, 0.16 Deputy Sheriff Enforcement due to reduced funding for Marine Patrol.
- Traffic Safety Fund
  - 0.16 FTE – The increase is for Deputy Sheriff Enforcement due to reduced funding for Marine Patrol in the Sheriff Grants Fund; as a result, the cost was reallocated to the Traffic Safety Fund.

### Capital Improvement Projects

Capital projects increased by \$30,163,270 for the FY 2025-26 1st supplemental budget and are detailed in Appendix A.

### Other Key Supplemental Changes

Other key supplemental budget changes are as follows:

- The budgets of 36 funds are modified.
- Net Working Capital was adjusted to actual in accordance with county policy.

### Public Notice

A notice of the date and time of a public hearing on the proposed supplemental budget has been published in a local newspaper in accordance with local budget law. This law also requires that funds with changes in expenditure of 10% or more or when a new appropriation category is added be disclosed in the same public notice.

The following funds had adjustments of 10% or more:

- |                                    |                                |
|------------------------------------|--------------------------------|
| ● Lottery and Economic Development | ● Sheriff Grants               |
| ● Community Development            | ● Traffic Safety Team          |
| ● Juvenile Grants                  | ● American Rescue Plan         |
| ● Public Works Grants              | ● Non-Departmental Grants      |
| ● Parks                            | ● County Schools               |
| ● Surveyor                         | ● Facility Renovation          |
| ● Building Inspection              | ● Capital Improvement Projects |

The following funds had new appropriation categories:

- |                         |                       |
|-------------------------|-----------------------|
| ● Community Development | ● Building Inspection |
| ● Juvenile Grants       | ● Sheriff Grants      |
| ● Public Works Grants   | ● Traffic Safety Team |
| ● Surveyor              |                       |

Marion County  
 First Supplemental Budget for  
 Fiscal Year 2025-26  
 October 29, 2025

**Total of Budget Change Requests by Fund**

Department	Fund Name	Adopted Budget July 1, 2025	1st Supplemental Increase/ (Decrease)	Revised Budget October 29, 2025
<b>Operations</b>				
Various	General	\$ 148,721,411	\$ 552,746	\$ 149,274,157
Various	Central Services	42,324,085	-	42,324,085
Clerk's Office	County Clerk Records	181,505	17,252	198,757
Community Services	Community Services Grants	18,590,133	251,582	18,841,715
Community Services	Lottery and Economic Dev	7,639,069	766,465	8,405,534
Community Services	Community Development	5,692,981	795,004	6,487,985
Community Services	Dog Services	2,135,257	(28,547)	2,106,710
Community Services	County Fair	1,236,932	50,883	1,287,815
District Attorney's Office	Child Support	2,392,188	20,000	2,412,188
District Attorney's Office	District Attorney Grants	1,930,143	(49,004)	1,881,139
Health and Human Services	Health and Human Services	117,768,785	6,014,922	123,783,707
Juvenile	Juvenile Grants	6,462,881	(181,941)	6,280,940
Legal	Law Library	1,295,029	34,939	1,329,968
Public Works	Public Works	100,003,854	4,091,092	104,094,946
Public Works	Public Works Grants	50,267,809	21,769,314	72,037,123
Public Works	Land Use Planning	1,255,423	-	1,255,423
Public Works	Parks	2,532,004	559,614	3,091,618
Public Works	Surveyor	4,235,236	29,023	4,264,259
Public Works	Building Inspection	11,431,064	4,528,191	15,959,255
Public Works	Environmental Services	40,463,677	366,738	40,830,415
Public Works	Stormwater Management	2,376,750	51,235	2,427,985
Public Works	Fleet Management	6,325,457	244,460	6,569,917
Sheriff's Office	Community Corrections	22,107,665	(1,424,486)	20,683,179
Sheriff's Office	Enhanced Public Safety ESSD	2,362,084	37,921	2,400,005
Sheriff's Office	Sheriff Grants	5,453,228	(3,392)	5,449,836
Sheriff's Office	Traffic Safety Team	2,967,055	334,308	3,301,363
Sheriff's Office	Inmate Welfare	710,584	20,139	730,723
<b>Total Operations</b>		<b>608,862,289</b>	<b>38,848,458</b>	<b>647,710,747</b>
<b>Non-Departmental</b>				
Non-Departmental	American Rescue Plan	3,108,877	1,218,627	4,327,504
Non-Departmental	Non-Departmental Grants	20,638,175	(54,867)	20,583,308
Non-Departmental	Tax Title Land Sales	1,935,348	31,258	1,966,606
Non-Departmental	Criminal Justice Assessment	1,320,929	229,605	1,550,534
Non-Departmental	County Schools	795,306	(208,481)	586,825
Non-Departmental	Rainy Day	2,610,039	1,356	2,611,395
Non-Departmental	Debt Service	16,805,868	321,726	17,127,594
Non-Departmental	Self Insurance	54,714,475	(997,046)	53,717,429
<b>Total Non-Departmental</b>		<b>101,929,017</b>	<b>542,178</b>	<b>102,471,195</b>
<b>Capital</b>				
Capital	Facility Renovation	17,721,129	2,339,033	20,060,162
Capital	Capital Improvement Projects	14,782,216	2,223,801	17,006,017
<b>Total Capital</b>		<b>32,503,345</b>	<b>4,562,834</b>	<b>37,066,179</b>
<b>Total Budget</b>		<b>\$ 743,294,651</b>	<b>\$ 43,953,470</b>	<b>\$ 787,248,121</b>

**MARION COUNTY**  
Fiscal Year 2025-26 First Supplemental Budget  
October 29, 2025

Adopted Budget	1st Supplemental Changes	Revised Budget October 29, 2025
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**OPERATIONS**

**GENERAL FUND 100**

***Resources:***

Taxes	\$ 100,556,121	\$ -	\$ 100,556,121
Licenses and Permits	63,582	-	63,582
Intergovernmental Federal	1,403,669	-	1,403,669
Intergovernmental State	3,960,204	-	3,960,204
Charges for Services	4,729,772	-	4,729,772
Fines and Forfeitures	187,867	-	187,867
Interest	3,366,473	-	3,366,473
Other Revenues	50,388	-	50,388
Other Fund Transfers	7,542,852	(1,231,083)	6,311,769
Net Working Capital	26,860,483	1,783,829	28,644,312
<b>TOTAL RESOURCES</b>	<b>\$ 148,721,411</b>	<b>\$ 552,746</b>	<b>\$ 149,274,157</b>

***Requirements:***

Assessor's Office	\$ 9,564,453	\$ -	\$ 9,564,453
Clerk's Office	4,153,176	-	4,153,176
Community Services Department	1,227,071	-	1,227,071
District Attorney's Office	14,728,417	48,199	14,776,616
Justice Court	1,480,565	-	1,480,565
Juvenile Department	18,101,282	-	18,101,282
Sheriff's Office	64,028,959	(1,578,997)	62,449,962
Non-Departmental			
Materials and Services	7,038,981	249	7,039,230
Transfers Out	13,863,900	519,741	14,383,641
Contingency	2,862,161	1,563,554	4,425,715
Unappropriated Ending Fund Balance	11,672,446	-	11,672,446
<b>TOTAL REQUIREMENTS</b>	<b>\$ 148,721,411</b>	<b>\$ 552,746</b>	<b>\$ 149,274,157</b>

**FTE Changes:** A total 20.00 FTE reduction includes:

District Attorney's Office - Data Specialist 1.00 FTE. Sheriffs Office - Stabilization Specialists 17.00 FTE, Support Services Technician 1.00 FTE, Case Aide (Bilingual) 1.00 FTE.

**Resources:** Other Fund Transfers decreased by \$1,231,083, primarily due to a \$1,304,166 reduction in transfers from the Community Corrections Fund, reflecting a statewide decrease in corrections funding for the 2025-27 Biennium. This was partially offset by a \$73,083 increase in transfers from the Criminal Justice Assessment Fund, driven by higher-than-anticipated criminal fine revenues at the time of budget preparation. Net Working Capital was adjusted to actual.

**Requirements:**

District Attorney's Office: The total increase of \$48,199 resulted from a \$106,280 decrease in Personnel Services due to the elimination of one vacant Data Specialist position, offset by a \$154,479 increase in Materials and Services, primarily for contracted services supporting the new Case Management System, as well as higher costs for witness trials, mail services, and other departmental needs.

Sheriffs Office - The total decrease of \$1,578,997 was primarily driven by a \$1,924,153 reduction in Personnel Services, resulting from the elimination of 19.00 FTE positions at the Transition Center, comprising 17.00 Stabilization Specialists, 1.00 Support Services Technician, and 1.00 Case Aide. This reduction was partially offset by a \$238,876 increase in Materials and Services, primarily for contracted services related to a potential security services contract at the Transition Center.

Non Departmental - Materials and Services increased minimally in contracted services. Transfers Out increased by a total of \$519,741, including \$224,290 to the Capital Improvement Project Fund to support both new and modified projects. Transfers to the Fleet Management Fund increased by \$138,345. This includes \$114,000 for a Juvenile Dump Truck carried over from the prior year, \$15,275 for the purchase of a vehicle from the Fleet Fund for use by the Board of Commissioners, and \$9,070 to replace a Sheriff's Office vehicle, which was totaled in an accident. An additional \$78,993 was transferred to the Debt Service Fund for the 2024 capital loan, and \$78,013 was transferred to the Public Works Fund to cover 50% of the generator repair costs at Public Works Building #1.

The remaining funds were allocated to Contingency.

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**CENTRAL SERVICES**  
**CENTRAL SERVICES FUND 580**

**Resources:**

Charges for Services	\$ 709,751	\$ -	\$ 709,751
Intergovernmental Federal	60,029	-	60,029
Admin Cost Recovery	39,045,290	-	39,045,290
General Fund Transfers	1,630,764	-	1,630,764
Other Fund Transfers	878,251	-	878,251
<b>TOTAL RESOURCES</b>	<b>\$ 42,324,085</b>	<b>\$ -</b>	<b>\$ 42,324,085</b>

**Requirements:**

Board of Commissioners' Office	\$ 4,714,565	\$ -	\$ 4,714,565
Business Services Department	8,662,303	-	8,662,303
Finance Department	5,694,701	-	5,694,701
Human Resources Department	4,678,111	(228,574)	4,449,537
Information Technology Department	12,863,027	228,574	13,091,601
Legal Department	2,447,686	-	2,447,686
Non-Departmental: Materials and Services	3,263,692	-	3,263,692
<b>TOTAL REQUIREMENTS</b>	<b>\$ 42,324,085</b>	<b>\$ -</b>	<b>\$ 42,324,085</b>

**FTE Changes:** 1.00 FTE Senior Project Manager moved from the Human Resources department to the Information Technology Department.

**Resources/Requirements:** Personnel Services increased by \$228,574 in the IT Department and decreased by the same amount in the HR Department due to the transfer of a 1.00 FTE Senior Project Manager position. The role was moved to IT for better alignment of the Fusion Project ERP implementation. In addition, in the IT Department, \$251,052 in personnel vacancy savings was moved to Materials and Services for a contracted Project Manager for the ERP implementation project.

**CLERK'S OFFICE**  
**COUNTY CLERK RECORDS FUND 120**

**Resources:**

Charges for Services	\$ 80,000	\$ -	\$ 80,000
Interest	2,200	-	2,200
General Fund Transfers	57,433	-	57,433
Net Working Capital	41,872	17,252	59,124
<b>TOTAL RESOURCES</b>	<b>\$ 181,505</b>	<b>\$ 17,252</b>	<b>\$ 198,757</b>

**Requirements:**

Clerk's Office			
Personnel Services	\$ 128,881	\$ -	\$ 128,881
Materials and Services	52,624	17,252	69,876
<b>TOTAL REQUIREMENTS</b>	<b>\$ 181,505</b>	<b>\$ 17,252</b>	<b>\$ 198,757</b>

**Resources/Requirements:** Net Working Capital was adjusted to actual and reallocated to Materials and Services to fund records scanning services.

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**COMMUNITY SERVICES**

**COMMUNITY SERVICES GRANTS FUND 160**

**Resources:**

Intergovernmental Federal	\$ 18,571,933	\$ 75,449	\$ 18,647,382
Other Fund Transfers	-	175,400	175,400
Net Working Capital	18,200	733	18,933
<b>TOTAL RESOURCES</b>	<b>\$ 18,590,133</b>	<b>\$ 251,582</b>	<b>\$ 18,841,715</b>

**Requirements:**

Community Services			
Materials and Services	\$ 5,348,073	\$ 252,009	\$ 5,600,082
Contingency	159,000	-	159,000
Reserve for Future Expenditure	13,083,060	(427)	13,082,633
<b>TOTAL REQUIREMENTS</b>	<b>\$ 18,590,133</b>	<b>\$ 251,582</b>	<b>\$ 18,841,715</b>

Resources: Intergovernmental Federal revenue increased by \$75,449 due to reimbursements from the Oregon Business Development Department for the Opal Creek–Mill City Planning Project. Transfers In increased by \$175,400 from the Health and Human Services Fund, reflecting opioid settlement funds allocated to a new project in partnership with The 4th Dimension Recovery Center. Net Working Capital was adjusted to reflect actuals.

Requirements: Materials and Services increased to support expenditures related to both the Opal Creek–Mill City Planning Project and the 4th Dimension Recovery Center initiative.

**LOTTERY AND ECONOMIC DEVELOPMENT FUND 165**

**Resources:**

Intergovernmental Federal	\$ 164,374	\$ -	\$ 164,374
Intergovernmental State	2,700,000	-	2,700,000
Interest	123,000	-	123,000
Net Working Capital	4,651,695	766,465	5,418,160
<b>TOTAL RESOURCES</b>	<b>\$ 7,639,069</b>	<b>\$ 766,465</b>	<b>\$ 8,405,534</b>

**Requirements:**

Community Services			
Personnel Services	\$ 540,320	\$ -	\$ 540,320
Materials and Services	1,855,435	1,049,999	2,905,434
Transfers Out	482,229	-	482,229
Contingency	233,562	-	233,562
Reserve for Future Expenditure	4,527,523	(283,534)	4,243,989
<b>TOTAL REQUIREMENTS</b>	<b>\$ 7,639,069</b>	<b>\$ 766,465</b>	<b>\$ 8,405,534</b>

Resources/Requirements: Net Working Capital was adjusted to reflect actuals. Reserves decreased, and total Materials and Services increased to cover the cost of two projects: \$749,999 for the new Capital Football Club project and \$300,000 for Salem Baseball, which were carried over from the prior fiscal year.

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<b>COMMUNITY DEVELOPMENT FUND 170</b>			
<b>Resources:</b>			
Intergovernmental Federal	\$ 4,792,427	\$ 970,392	\$ 5,762,819
Interest	23,519	-	23,519
Other Fund Transfers	158,229	150,000	308,229
Net Working Capital	718,806	(325,388)	393,418
<b>TOTAL RESOURCES</b>	\$ 5,692,981	\$ 795,004	\$ 6,487,985

<b>Requirements:</b>			
Community Services			
Personnel Services	\$ 280,985	\$ -	\$ 280,985
Materials and Services	3,375,589	2,646,327	6,021,916
Transfers Out	-	25,000	25,000
Reserve for Future Expenditure	2,036,407	(1,876,323)	160,084
<b>TOTAL REQUIREMENTS</b>	\$ 5,692,981	\$ 795,004	\$ 6,487,985

**Resources:** Intergovernmental Federal increased \$970,32 from the U.S. Department of Housing and Urban Development (HUD) to reflect the actual amount awarded. Transfers In increased by \$150,000 from the Health and Human Services Fund, reflecting opioid settlement funds allocated to Valor Mentoring. Net Working Capital was adjusted to actual.

**Requirements:** Materials and Services increased primarily due to several key funding allocations. These include approximately \$1.5 million to support new projects for the 2025 CDBG and HOME funding year, \$150,000 for Valor Mentoring, and \$400,000 for the Union Gospel Mission. Additionally, down payment assistance for the 2023 and 2024 funding years increased by \$475,000, and Wildfire Recovery spending was adjusted upward to reflect the remaining balance of current projects. Finally, Transfers Out to the Parks Fund increased by \$25,000 to support the creation of a memorial in the North Santiam Canyon, honoring both the individuals who lost their lives and the first responders of the 2020 Beachie Creek Fire.

**DOG SERVICES FUND 230**

<b>Resources:</b>			
Licenses and Permits	\$ 185,000	\$ -	\$ 185,000
Charges for Services	84,850	-	84,850
Fines and Forfeitures	10,000	-	10,000
Interest	3,000	-	3,000
Other Revenues	7,800	-	7,800
General Fund Transfers	1,791,823	-	1,791,823
Net Working Capital	52,784	(28,547)	24,237
<b>TOTAL RESOURCES</b>	\$ 2,135,257	\$ (28,547)	\$ 2,106,710

<b>Requirements:</b>			
Community Services			
Personnel Services	\$ 1,492,982	\$ -	\$ 1,492,982
Materials and Services	629,031	(15,303)	613,728
Transfers Out	13,244	(13,244)	-
<b>TOTAL REQUIREMENTS</b>	\$ 2,135,257	\$ (28,547)	\$ 2,106,710

**Resources/Requirements:** Net Working Capital was adjusted to reflect actuals. Transfers Out to Capital Improvement Projects Fund were reduced due to the completion of the storage shed capital project in the prior fiscal year. Materials and Services were also reduced to balance the reduction in Net Working Capital.

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<b>COUNTY FAIR FUND 270</b>			
<b>Resources:</b>			
Intergovernmental State	\$ 53,167	\$ -	\$ 53,167
Charges for Services	306,815	-	306,815
Interest	18,500	-	18,500
Other Revenues	17,600	-	17,600
Net Working Capital	840,850	50,883	891,733
<b>TOTAL RESOURCES</b>	<b>\$ 1,236,932</b>	<b>\$ 50,883</b>	<b>\$ 1,287,815</b>
<b>Requirements:</b>			
Community Services			
Personnel Services	\$ 6,166	\$ -	\$ 6,166
Materials and Services	721,891	-	721,891
Contingency	72,013	-	72,013
Reserve for Future Expenditure	436,862	50,883	487,745
<b>TOTAL REQUIREMENTS</b>	<b>\$ 1,236,932</b>	<b>\$ 50,883</b>	<b>\$ 1,287,815</b>

*Resources/Requirements:* Adjusted Net Working Capital to actual and increased Reserve for Future Expenditures.

**DISTRICT ATTORNEY'S OFFICE**

**CHILD SUPPORT FUND 220**

**Resources:**

Intergovernmental Federal	\$ 1,656,693	\$ 20,000	\$ 1,676,693
Intergovernmental State	150,223	-	150,223
Charges for Services	27,835	-	27,835
General Fund Transfers	557,437	-	557,437
<b>TOTAL RESOURCES</b>	<b>\$ 2,392,188</b>	<b>\$ 20,000</b>	<b>\$ 2,412,188</b>

**Requirements:**

District Attorney's Office			
Personnel Services	\$ 1,848,388	\$ -	\$ 1,848,388
Materials and Services	543,800	20,000	563,800
<b>TOTAL REQUIREMENTS</b>	<b>\$ 2,392,188</b>	<b>\$ 20,000</b>	<b>\$ 2,412,188</b>

*Resources:* Resources increased by \$20,000 Intergovernmental Federal funds due to additional resources from the Oregon Department of Justice.

*Requirements:* Materials and Services increased by \$20,000 due to higher spending on various supplies and services, including office items, equipment, software, communications, lab and mail services, reimbursements, and client support.

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<b>DISTRICT ATTORNEY GRANTS FUND 300</b>			
<b>Resources:</b>			
Intergovernmental Federal	\$ 608,353	\$ -	\$ 608,353
Intergovernmental State	190,660	-	190,660
Charges for Services	257,684	-	257,684
Interest	3,870	-	3,870
Other Revenues	20,000	-	20,000
General Fund Transfers	165,800	-	165,800
Other Fund Transfers	349,879	-	349,879
Net Working Capital	333,897	(49,004)	284,893
<b>TOTAL RESOURCES</b>	<b>\$ 1,930,143</b>	<b>\$ (49,004)</b>	<b>\$ 1,881,139</b>
<b>Requirements:</b>			
District Attorney's Office			
Personnel Services	\$ 1,194,281	\$ -	\$ 1,194,281
Materials and Services	677,349	(49,004)	628,345
Contingency	58,513	-	58,513
<b>TOTAL REQUIREMENTS</b>	<b>\$ 1,930,143</b>	<b>\$ (49,004)</b>	<b>\$ 1,881,139</b>

**Resources:** Net Working Capital was adjusted to actual.

**Requirements:** Materials and Services decreased by \$49,004 to balance the budget. This includes reductions of \$24,066 in Communications for Juvenile Dependency, \$16,168 in Contracted Services for Victim Assistance, and \$8,770 in other expenses.

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**HEALTH AND HUMAN SERVICES**  
**HEALTH & HUMAN SERVICES FUND 190**

**Resources:**

Intergovernmental Federal	\$ 6,375,779	\$ (1,153,974)	\$ 5,221,805
Intergovernmental State	42,581,584	3,891,736	46,473,320
Intergovernmental Local	430,805	-	430,805
Charges for Services	37,131,703	(19,600)	37,112,103
Interest	891,991	-	891,991
Other Revenues	500	-	500
General Fund Transfers	4,032,064	-	4,032,064
Other Fund Transfers	120,283	-	120,283
Settlements	897,441	-	897,441
Net Working Capital	25,306,635	3,296,760	28,603,395
<b>TOTAL RESOURCES</b>	<b>\$ 117,768,785</b>	<b>\$ 6,014,922</b>	<b>\$ 123,783,707</b>

**Requirements:**

Health and Human Services			
Personnel Services	\$ 67,759,167	\$ -	\$ 67,759,167
Materials and Services	30,867,337	925,715	31,793,052
Transfers Out	4,333,578	1,061,775	5,395,353
Contingency	9,421,231	2,942,452	12,363,683
Unappropriated Ending Fund Balance	5,387,472	1,084,980	6,472,452
<b>TOTAL REQUIREMENTS</b>	<b>\$ 117,768,785</b>	<b>\$ 6,014,922</b>	<b>\$ 123,783,707</b>

**FTE Changes:** FTE increased 0.1 for: Mental Health Specialist 2 (Child and Youth MH Svcs) 0.2 FTE with offsetting decrease Mental Health Specialist 2 (Acute Forensic Diversion Svcs) 0.1 FTE.

**Resources:** Intergovernmental Federal decreased by \$1,153,974, primarily due to the shift of the Opioid Settlement Prevention, Treatment and Recovery Grant (OSTPR) in the amount of \$548,569 and HIV STE Statewide Services in the amount of \$642,513 from Federal to State funding. These decreases were partially offset by an increase of \$37,108 from other changes in Public Health agreements. Intergovernmental State increased by \$3,891,736, driven by \$2,675,087 in increased Intellectually Disabled (IDD) funding, \$1,153,974 from OSTPR and HIV STE moving from Federal to State, and \$62,675 in adjustments to Public Health and Mental Health agreements. Charges for Services decreased by \$19,600 due to an anticipated decline in TB reimbursement. Net Working Capital increased by \$3,296,760, reflecting \$308,795 in unspent capital expenditures from FY 2024-2025, higher balances in multi-year funds such as Health Related Social Needs (HRSN) at \$321,258 and the Behavioral Health Investment Fund at \$343,823, and \$2,322,884 in higher than anticipated ending fund balances largely from vacancy savings and unspent program funds.

**Requirements:** Materials and Services increased by \$925,715. Supplies rose by \$229,683 due to higher IDD and Public Health funding. Contracted Services increased by \$652,032, including \$281,759 in specialty court carryover, \$113,774 for the Creating Equal Housing Opportunities Program (CEHOP), \$219,711 for outpatient drug treatment, and \$192,000 in additional HRSN funding. These increases were partially offset by decreases of \$141,594 in detox funding, which ended on December 31, 2025, and \$156,678 reallocated for the Horizon House land purchase. The remaining \$143,060 reflects other program adjustments. Transfers Out increased by \$1,061,775, consisting of \$325,000 in opioid settlement funds transferred to Community Development for Valor Mentoring and 4th Dimension Recovery, \$500,500 for the purchase of land for Horizon House, and \$236,475 for capital expenditures. Contingency increased by \$2,942,452, reflecting \$612,721 in opioid funds, \$900,000 for IDD, decreases of \$142,145 in Adult Drug Treatment and \$15,594 in Detox, and \$1,587,470 in unallocated revenues reserved for FY 2025–2026. Ending Fund Balance increased by \$1,084,980, representing unallocated IDD revenues not anticipated for use in FY 2025–26.

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**JUVENILE DEPARTMENT**  
**JUVENILE GRANTS FUND 125**

**Resources:**

Intergovernmental Federal	\$ 204,000	\$ -	\$ 204,000
Intergovernmental State	1,387,154	-	1,387,154
Charges for Services	3,169,738	-	3,169,738
Interest	16,200	-	16,200
Other Revenues	8,200	-	8,200
Other Fund Transfers	176,284	73,083	249,367
Net Working Capital	1,501,305	(255,024)	1,246,281
<b>TOTAL RESOURCES</b>	<b>\$ 6,462,881</b>	<b>\$ (181,941)</b>	<b>\$ 6,280,940</b>

**Requirements:**

Juvenile Department			
Personnel Services	\$ 4,236,550	\$ -	\$ 4,236,550
Materials and Services	1,094,886	39,135	1,134,021
Capital Outlay	-	18,747	18,747
Transfers Out	55,000	21,881	76,881
Contingency	516,093	(17,625)	498,468
Reserve for Future Expenditure	560,352	(244,079)	316,273
<b>TOTAL REQUIREMENTS</b>	<b>\$ 6,462,881</b>	<b>\$ (181,941)</b>	<b>\$ 6,280,940</b>

Resources: Other Fund Transfers increased by \$73,083 due to an increase in Criminal Justice Assessment dollars received from the Oregon Department of Corrections allocated to the Juvenile Department. Net Working Capital decreased due to reduced carryover funds from the previous fiscal year.

Resources: Materials and Services increased primarily due to additional carryover funds from the previous fiscal year from contracted services with Clackamas County Juvenile Department for dedicated detention beds. Capital Outlay increased by \$18,747 due to reallocation of resources from Contingency for placement of concrete and gravel at the Alternative Programs Woodlot and Firewood Processor. Transfers out increased due to reallocation of resources from Reserve for Future Expenditures to the Capital Improvement Projects Fund for construction of a partition wall in the Juvenile Counseling House. Contingency decreased due to reallocation of resources from Contingency to Capital Outlay. Reserve for Future Expenditure had a net decrease due to reduced carryover funds from the previous fiscal year and reallocation of resources to Transfers Out.

**LEGAL DEPARTMENT**  
**LAW LIBRARY FUND 260**

**Resources:**

Charges for Services	\$ 347,947	\$ -	\$ 347,947
Interest	33,000	-	33,000
Net Working Capital	914,082	34,939	949,021
<b>TOTAL RESOURCES</b>	<b>\$ 1,295,029</b>	<b>\$ 34,939</b>	<b>\$ 1,329,968</b>

**Requirements:**

Legal Department			
Personnel Services	\$ 283,638	\$ -	\$ 283,638
Materials and Services	104,495	-	104,495
Contingency	55,000	-	55,000
Unappropriated Ending Fund Balance	851,896	34,939	886,835
<b>TOTAL REQUIREMENTS</b>	<b>\$ 1,295,029</b>	<b>\$ 34,939</b>	<b>\$ 1,329,968</b>

Resources/Requirements: Net Working Capital was adjusted to actual. Unappropriated Ending Fund Balance adjusted to balance.

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**PUBLIC WORKS**  
**PUBLIC WORKS FUND 130**

**Resources:**

Licenses and Permits	\$ 163,750	\$ -	\$ 163,750
Intergovernmental Federal	18,636,583	(2,299,250)	16,337,333
Intergovernmental State	32,441,835	1,421,500	33,863,335
Charges for Services	4,957,169	435,822	5,392,991
Fines and Forfeitures	1,000	-	1,000
Interest	1,080,000	-	1,080,000
Other Revenues	4,000	-	4,000
General Fund Transfers	293,714	78,013	371,727
Settlements	-	13,921	13,921
Net Working Capital	42,425,803	4,441,086	46,866,889
<b>TOTAL RESOURCES</b>	<b>\$ 100,003,854</b>	<b>\$ 4,091,092</b>	<b>\$ 104,094,946</b>

**Requirements:**

Public Works Department			
Personnel Services	\$ 23,163,602	\$ 2,418	\$ 23,166,020
Materials and Services	15,192,445	257,500	15,449,945
Capital Outlay	31,588,089	2,524,675	34,112,764
Transfers Out	2,030,970	613,200	2,644,170
Contingency	5,799,000	-	5,799,000
Unappropriated Ending Fund Balance	22,229,748	693,299	22,923,047
<b>TOTAL REQUIREMENTS</b>	<b>\$ 100,003,854</b>	<b>\$ 4,091,092</b>	<b>\$ 104,094,946</b>

**Resources:** Intergovernmental Federal decreased due to less revenue from ODOT anticipated for federal roadway projects. Intergovernmental State increase attributed to anticipated revenue from ODOT for capital roadway construction projects. Charges for Services increases are related to incoming revenue from: 1) the PW Grants Fund for personnel reimbursements \$330,196 and 2) the City of Salem \$105,626. General Fund Transfers increased to cover 50% of the repair costs for the generator at Public Works Building #1. Net Working Capital increased due to adjustments from FY 2024-25 projections to final actual balance.

**Requirements:** Increased personnel costs are related to adding a new Parts Specialist position and deleting a vacant Electronics Tech 1 position. The increase in Materials and Services are attributed to the following reasons: Emergency Mgmt. - BoldPlanning Annual subscription for Continuity of Operations planning - \$7,500, and Administration - Asset management consultant - \$250,000.

**Carry Forward and Modified Projects Increases:**

- 16-034 - Hayesville Dr: Portland - Fuhrer Urban Upgrades - \$7,000
- 16-045 - Traffic Signal Interconnect and Fiber - \$27,750
- 20-022 - Meridian Road Bridge #2504A (Abiqua Ck) Repair - \$1,451,500
- 21-112 - 3rd Street Bridge #6207A (Butte Ck-Scotts Mills) Replacement - \$40,250
- 21-114 - Delaney Rd Bridge Replacement and Realignment - \$46,000
- 21-116 - Hazelgreen Bridge 05387 Replacement - \$351,500
- 21-122 - Rambler Bridge 05419A Rehabilitation - \$797,500
- 21-162 - River Rd S 5789A (Indep Bridge) Loading Improvements - \$190,750
- 22-418 - Silverton Rd Left Turn Refuge at Desart - \$50,250
- 23-318 - State St - 4106 to 46th Av Urban Upgrade - \$427,500
- 23-346 - McKay Rd ARPA Safety Improvements - \$116,250
- 23-349 - Sinker Creek Bridge Replacement - \$60,250
- 24-302 - North Fork Guardrail - FLAP - \$6,500
- 24-306 - ARTS Howell Prairie Safety Improvements - \$27,500
- 24-307 - ARTS McKay Corridor Improvements - \$15,750
- 24-308 - ARTS Ehlen/Butteville Roundabout - \$46,500
- 25-320 - Guardrail Improvements - \$150,000

**Carry Forward & Modified Projects Decreases:**

- 18-033 - North Fork Road Slide #2 Repair - (\$2,021,750)
- 19-034 - Center St- N Side Urban Upgrade - (\$413,500)
- 20-034 - Connecticut Ave W Side Urban Upgrade - (\$481,500)
- 21-147 - Mill Creek Bridge 01505 Replacement - (\$138,500)
- 24-304 - ARTS Cascade Hy Safety Improvements - (\$72,250) - Cancel project
- 24-340 - North Fork Rd Omnibus Improvements Project - (\$401,750)
- 25-319 - Wilco Bridge Repairs - (\$91,250)
- 25-350 - Boones Ferry Culvert Replacement - (\$9,750)
- 25-307 - Vehicle Mount Readerboard - (\$19,800)
- 25-306 - Vehicle Mount Readerboard - (\$19,800)
- 25-309 - 1 Ton Truck - (\$94,600)
- 25-314 - Tractor w/rear & side mower - (\$278,300)
- 25-310 - F450 Truck w/snow plow - (\$125,895)

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Carry Forward and Modified Projects Increases:  
 25-321 - Nusom Bridge Approach Improvement - \$160,000  
 25-328 - Advisory Curve Signing - \$240,500  
 25-351 - Battlecreek Rd Roundabout Contribution - \$395,203  
 25-357 - North Fork Road MP 3.0 Slide Repair (SUP 3) - \$940,000  
 24-301 - BV Ferry Operational Improvements - \$35,250  
 22-444 - Wheatland Ferry Improvements Phase 3A - \$206,750  
 25-302 - Wheatland Ferry Operational Improvements - \$87,250  
 25-358 - Wheatland Ferry Closure Sign - \$13,921  
 25-348 - PW Building 2 Boiler Replacement - \$28,400  
 25-352 - Motor Grader - \$456,000

New FY 2025-26 Projects:  
 26-333 - SRTS Scott Elementary RRFB - \$38,750  
 26-335 - PW Generator Radiator Repair - \$156,026  
 New - Automated Flagger Assistance Devices (purchase of 3 AFADs) - \$108,900  
 New - Radio Antenna Analyzer - \$6,600  
 New - PW Building 1 Breakroom Card Reader (Silverton Rd Campus) - \$7,020

Transfers Outs consist of the following: Transfer to Fleet Management for outfitting of PW2507 from Traffic Engineering - \$13,220. Transfer to Building Inspection fund for contribution for building purchase at 4707 Silverton Rd - \$600,000.  
 Increased Ending Fund Balance to balance the fund.

**PUBLIC WORKS GRANTS FUND 135**

**Resources:**

Intergovernmental Federal	\$ 36,267,809	\$ 24,124,901	\$ 60,392,710
intergovernmental State	10,000,000	(10,000,000)	-
Interest	5,000	-	5,000
Other Fund Transfers	1,995,000.00	7,647,303	9,642,303
Net Working Capital	2,000,000.00	(2,890)	1,997,110
<b>TOTAL RESOURCES</b>	<b>\$ 50,267,809</b>	<b>\$ 21,769,314</b>	<b>\$ 72,037,123</b>

**Requirements:**

Public Works Department			
Materials and Services	\$ 138,024	\$ -	\$ 138,024
Capital Outlay	50,129,785	21,269,314	71,399,099
Transfers Out	-	500,000	500,000
<b>TOTAL REQUIREMENTS</b>	<b>\$ 50,267,809</b>	<b>\$ 21,769,314</b>	<b>\$ 72,037,123</b>

**Resources:** Intergovernmental Federal increase attributed to anticipated revenue from: American Rescue Plan Act (ARPA) - acct number correction (12,735,156), Department of Administrative Services (DAS) 950,000, Department of Energy (DOE)- 80,470, FEMA - 2,000,000, Department of Justice (DOJ) - 1,200,000, Oregon Business Development Dept (OBDD) 32,629,587. Intergovernmental State decreased \$10,000,000 due to moving the funding source for the Mill City Sewer System to Other Fund Transfers. Other Fund Transfers from the Non Departmental Grants Fund increased \$7,644,413 (this funding source is carried forward Oregon Housing and Community Services (OHCS) Wildfire funding), and increased \$2,890 from the Building Inspection Fund to pay for prior year administrative costs that are not reimbursable by the grantor for the Fire Hardening project. Net Working Capital was adjusted to actual.

**Requirements:** Capital Outlay increase is a result of: Carry Forward and Modified Projects Increases:

- a. 22-308 - Marion County Radio System Design and Build - \$4,205,443
- b. 23-325 - Detroit - Idanha Sewer System Project - \$1,191,371
- c. 23-326 - Mill City Sewer System Project - \$12,902,500
- d. 24-356 - Brooks Community Water System - \$2,940,000
- e. 25-341 - Fargo Sewer Collection System Improvements - \$30,000

Transfers Out increase attributed to moving former ARPA funds from CE 22-308 Radio project to CE 23-328 Salmon Falls Restoration project in the Parks Fund - \$500,000 - due to project timelines.

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**PARKS FUND 310**

**Resources:**

Intergovernmental Federal	\$ 818,046	\$ 45,000	\$ 863,046
Intergovernmental State	310,000	45,000	355,000
Charges for Services	94,000	-	94,000
Interest	8,000	-	8,000
General Fund Transfers	346,861	-	346,861
Other Fund Transfers	-	525,000	525,000
Net Working Capital	955,097	(55,386)	899,711
<b>TOTAL RESOURCES</b>	<b>\$ 2,532,004</b>	<b>\$ 559,614</b>	<b>\$ 3,091,618</b>

**Requirements:**

Public Works Department			
Personnel Services	\$ 589,605	\$ -	\$ 589,605
Materials and Services	509,170	-	509,170
Capital Outlay	860,000	615,000	1,475,000
Contingency	573,229	(55,386)	517,843
<b>TOTAL REQUIREMENTS</b>	<b>\$ 2,532,004</b>	<b>\$ 559,614</b>	<b>\$ 3,091,618</b>

**Resources:** Intergovernmental Federal revenue increased by \$45,000 due to additional ARPA funding allocated to complete improvements at Parkdale Park. Intergovernmental State revenue also increased by \$45,000, reflecting a grant from Oregon Parks and Recreation for the same project. Other Fund Transfers increased by \$525,000, which includes \$500,000 in former ARPA funding originally transferred to the Public Works Grants Fund for the Marion County Radio Project (CE 22-308), now redirected to the Salmon Falls Parking Improvement project, and \$25,000 transferred from the Community Development Fund to support a wildfire memorial. Net Working Capital decreased to align the budget with actual balances.

**Requirements:** The increase in Capital Outlay is for the following: Carry-forward CE # 23-327 Parkdale Park Improvement - \$90,000, add scope to CE 23-328 - Salmon Falls restoration to expand parking - \$500,000, and new Wildfire Memorial - \$25,000. The decrease in Contingency is to balance the fund.

**SURVEYOR FUND 320**

**Resources:**

Charges for Services	\$ 742,195	\$ -	\$ 742,195
Interest	100,000	-	100,000
General Fund Transfers	140,342	-	140,342
Net Working Capital	3,252,699	29,023	3,281,722
<b>TOTAL RESOURCES</b>	<b>\$ 4,235,236</b>	<b>\$ 29,023</b>	<b>\$ 4,264,259</b>

**Requirements:**

Public Works Department			
Personnel Services	\$ 1,011,875	\$ -	\$ 1,011,875
Materials and Services	288,023	30,140	318,163
Capital Outlay	-	95,750	95,750
Contingency	350,000	(125,890)	224,110
Unappropriated Ending Fund Balance	2,585,338	29,023	2,614,361
<b>TOTAL REQUIREMENTS</b>	<b>\$ 4,235,236</b>	<b>\$ 29,023</b>	<b>\$ 4,264,259</b>

**Resources/Requirements:** The increase in Net Working Capital is to true up budget to actual. The increase in Materials and Services is for on-going maintenance and software subscription fees for the new surveying equipment. The increase in Capital Outlay is for Surveying Equipment - \$95,750. Contingency decreased to balance the fund and the remaining resources were allocated to Ending Fund Balance.

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**BUILDING INSPECTION FUND 330**

**Resources:**

Licenses and Permits	\$ 4,200,000	\$ -	\$ 4,200,000
Interest	180,000	-	180,000
Other Fund Transfers	-	600,000	600,000
Financing Proceeds	-	4,015,000	4,015,000
Net Working Capital	7,051,064	(86,809)	6,964,255
<b>TOTAL RESOURCES</b>	<b>\$ 11,431,064</b>	<b>\$ 4,528,191</b>	<b>\$ 15,959,255</b>

**Requirements:**

Public Works Department			
Personnel Services	\$ 4,147,771	\$ -	\$ 4,147,771
Materials and Services	1,147,186	-	1,147,186
Capital Outlay	-	2,100,000	2,100,000
Transfers Out	-	2,890	2,890
Contingency	700,000	160,301	860,301
Unappropriated Ending Fund Balance	5,436,107	2,265,000	7,701,107
<b>TOTAL REQUIREMENTS</b>	<b>\$ 11,431,064</b>	<b>\$ 4,528,191</b>	<b>\$ 15,959,255</b>

**Resources:** Other Fund Transfers increased from the Public Works Fund for the department's contribution for the building purchase at 4707 Silverton Road. Financing Proceeds increase is securing a bank loan for Building Inspections contribution for the purchase of the building at 4707 Silverton Road. The decrease in Net Working Capital is to true up budget to actual.

**Requirements:** The increase in Capital Outlay is due to the purchase of the property at 4707 Silverton Road. The increase in Transfers Out is attributed to the transfer of prior-year administrative costs for the Fire Hardening project to the Public Works Grants Fund. The increase in Ending Fund Balance reflects the financing proceeds remaining after accounting for the Capital Outlay related to the building acquisition.

**ENVIRONMENTAL SERVICES FUND 510**

**Resources:**

Taxes	\$ 515,000	\$ -	\$ 515,000
Charges for Services	10,177,553	-	10,177,553
Interest	650,000	-	650,000
Net Working Capital	29,121,124	366,738	29,487,862
<b>TOTAL RESOURCES</b>	<b>\$ 40,463,677</b>	<b>\$ 366,738</b>	<b>\$ 40,830,415</b>

**Requirements:**

Public Works Department			
Personnel Services	\$ 3,395,153	\$ -	\$ 3,395,153
Materials and Services	16,728,214	-	16,728,214
Capital Outlay	12,466,059	9,933	12,475,992
Contingency	4,070,000	356,805	4,426,805
Unappropriated Ending Fund Balance	3,804,251	-	3,804,251
<b>TOTAL REQUIREMENTS</b>	<b>\$ 40,463,677</b>	<b>\$ 366,738</b>	<b>\$ 40,830,415</b>

**Resources/Requirements:** The increase in Net Working Capital is to true up budget to actual. The increase in Capital Outlay is for a new server at Browns Island for operations of the Scale House - \$9,933. The increase in Contingency is to balance the fund.

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**STORMWATER MANAGEMENT FUND 515**

**Resources:**

Charges for Services	\$ 1,170,759	\$ -	\$ 1,170,759
Interest	30,000	-	30,000
Net Working Capital	1,175,991	51,235	1,227,226
<b>TOTAL RESOURCES</b>	<b>\$ 2,376,750</b>	<b>\$ 51,235</b>	<b>\$ 2,427,985</b>

**Requirements:**

Public Works Department			
Personnel Services	\$ 657,372	\$ -	\$ 657,372
Materials and Services	794,822	753	795,575
Capital Outlay	56,100	-	56,100
Contingency	220,000	20,000	240,000
Unappropriated Ending Fund Balance	648,456	30,482	678,938
<b>TOTAL REQUIREMENTS</b>	<b>\$ 2,376,750</b>	<b>\$ 51,235</b>	<b>\$ 2,427,985</b>

*Resources/Requirements:* The increase in Net Working Capital is to true up budget to actual. The increase in Materials and Services is for Building 1 rental on the Silverton Road campus. The remaining resources were allocated to Contingency and Ending Fund Balance.

**FLEET MANAGEMENT FUND 595**

**Resources:**

Charges for Services	\$ 2,910,052	\$ (15,275)	\$ 2,894,777
General Fund Transfers	-	138,345	138,345
Other Fund Transfers	475,369	13,200	488,569
Settlements	9,571	66,840	76,411
Net Working Capital	2,930,465	41,350	2,971,815
<b>TOTAL RESOURCES</b>	<b>\$ 6,325,457</b>	<b>\$ 244,460</b>	<b>\$ 6,569,917</b>

**Requirements:**

Public Works Department			
Materials and Services	\$ 963,767	\$ -	\$ 963,767
Capital Outlay	2,306,237	270,614	2,576,851
Contingency	640,000	(26,154)	613,846
Unappropriated Ending Fund Balance	2,415,453	-	2,415,453
<b>TOTAL REQUIREMENTS</b>	<b>\$ 6,325,457</b>	<b>\$ 244,460</b>	<b>\$ 6,569,917</b>

*Resources:* The reduction in Charges for Services is to move the sale of SH1605 from surplus revenue to General Fund Transfer. This used vehicle was purchased by the General Fund for Boards Office use - \$15,275. The increase in General Funds Transfers is for the following: Replace 00J885 - Juvenile vehicle - CE # 25-340 - \$114,000, Purchase of SH1605 from the Fleet fund - \$15,275, Replacement of SH2341 - totaled in vehicle accident - CE # 26-330 - \$9,070. The increase in Settlements is for the following: Replacement of SH2341 - totaled in vehicle accident - CE # 26-330 - \$50,600, Replacement of SH2037 - totaled in vehicle accident - CE # 26-331 - \$16,240. The increase in Other Fund Transfers is for additional outfitting of PW2507 - CE # 26-334 - \$13,200. The increase in Net Working Capital is to true up budget to actual - \$41,350.

*Requirements:* The increase in Capital Outlay is for the following:

- 1) Replacement of SH2341 - totaled in vehicle accident - CE # 26-330 - \$77,000
- 2) Replacement of SH2037 - totaled in vehicle accident - CE # 26-331 - \$77,000
- 3) Platform upgrades for PW1814, PW1815 ,and PW1233 - CE # 26-329 - \$35,970
- 4) Add outfitting for Traffic Engineering vehicle PW2507 - CE # 26-334 - \$13,200
- 5) Remove replacement of HD1739 - completed in FY2024-25 - CE # 25-344 - (\$24,750)
- 6) Remove replacement of PW2115 - completed in FY2024-25 - CE # 25-343 - (\$37,950)
- 7) Carry-forward outfitting for replacement of 00J885 - CE # 25-340 - \$43,744
- 8) Carry-forward FY2024-25 Annual Light Duty Fleet Replacement - CE # 25-336 - \$86,400

The reduction in Contingency is to cover the requirements listed above.

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**SHERIFF'S OFFICE**

**COMMUNITY CORRECTIONS FUND 180**

**Resources:**

Intergovernmental State	\$ 19,454,271	\$ (1,345,832)	\$ 18,108,439
Charges for Services	205,756	-	205,756
Interest	76,430	(14,453)	61,977
Other Revenues	29,313	-	29,313
General Fund Transfers	2,000	-	2,000
Other Fund Transfers	176,284	84,810	261,094
Net Working Capital	2,163,611	(149,011)	2,014,600
<b>TOTAL RESOURCES</b>	<b>\$ 22,107,665</b>	<b>\$ (1,424,486)</b>	<b>\$ 20,683,179</b>

**Requirements:**

Sheriff's Office			
Personnel Services	\$ 11,238,391	\$ (503,682)	\$ 10,734,709
Materials and Services	4,989,883	50,094	5,039,977
Transfers Out	5,495,646	(1,304,166)	4,191,480
Contingency	383,745	333,268	717,013
<b>TOTAL REQUIREMENTS</b>	<b>\$ 22,107,665</b>	<b>\$ (1,424,486)</b>	<b>\$ 20,683,179</b>

FTE Changes: A total 4.00 FTE reduction includes: Deputy Sheriff Parole and Probation Advanced 1.00 FTE, Victim Assistance Program Coordinator 1.00 FTE, Case Aide Bilingual 1.00 FTE, Sergeant 1.00 FTE.

Resources: Intergovernmental State decreased due to a reduction in Community Corrections funding received compared to budget. Interest decreased due to revised interest estimates. Other Fund Transfers increased due to a reallocation of Justice Reinvestment Grant funding moving between Sheriff's Office funds. Net Working Capital was adjusted to actual.

Requirements: Personnel Services decreased due to a reduction in Community Corrections funding, which resulted in a net decrease of 4.00 FTE. Materials and Services increased primarily due to Justice Reinvestment Initiative funding that supported reallocation of existing funds and expanded contracts with the Marion County District Attorney's Office. Transfers Out to the General Fund decreased due to the reduction in Community Corrections funding for the Transition Center. Contingency increased to balance the fund.

**ENHANCED PUBLIC SAFETY ESSD FUND 245**

**Resources:**

Charges for Services	\$ 1,894,449	\$ -	\$ 1,894,449
Interest	16,359	-	16,359
Net Working Capital	451,276	37,921	489,197
<b>TOTAL RESOURCES</b>	<b>\$ 2,362,084</b>	<b>\$ 37,921</b>	<b>\$ 2,400,005</b>

**Requirements:**

Sheriff's Office			
Personnel Services	\$ 1,751,854	\$ -	\$ 1,751,854
Materials and Services	576,455	-	576,455
Transfers Out	19,745	-	19,745
Contingency	14,030	37,921	51,951
<b>TOTAL REQUIREMENTS</b>	<b>\$ 2,362,084</b>	<b>\$ 37,921</b>	<b>\$ 2,400,005</b>

Resources/Requirements: Net Working Capital was adjusted to actual and Contingency increased to balance

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<b>SHERIFF GRANTS FUND 250</b>			
<i>Resources:</i>			
Licenses and Permits	\$ 24,860	\$ -	\$ 24,860
Intergovernmental Federal	93,354	332,417	425,771
Intergovernmental State	1,104,369	(644,050)	460,319
Charges for Services	1,892,728	(268,820)	1,623,908
Interest	1,716	-	1,716
Other Revenues	20,000	-	20,000
Other Fund Transfers	1,278,892	(83,163)	1,195,729
Net Working Capital	1,037,309	660,224	1,697,533
<b>TOTAL RESOURCES</b>	<b>\$ 5,453,228</b>	<b>\$ (3,392)</b>	<b>\$ 5,449,836</b>
<i>Requirements:</i>			
Sheriff's Office			
Personnel Services	\$ 3,004,773	\$ (487,017)	\$ 2,517,756
Materials and Services	1,446,393	257,332	1,703,725
Capital Outlay	-	63,349	63,349
Transfers Out	69,865	11,727	81,592
Contingency	530,890	14,093	544,983
Unappropriated Ending Fund Balance	401,307	137,124	538,431
<b>TOTAL REQUIREMENTS</b>	<b>\$ 5,453,228</b>	<b>\$ (3,392)</b>	<b>\$ 5,449,836</b>

*FTE Changes:* A total 2.16 FTE reduction includes: Deputy Sheriff Enforcement 0.16 FTE, Deputy Sheriff Institutions 2.00 FTE.

*Resources:* Increases in Intergovernmental Federal revenue are due to grant awards from Justice Assistance Grants (JAG 23 and 24), the U.S. Forest Service contract, and the Mobile Crisis Response Team contract. Reductions in Intergovernmental State revenue reflect decreased funding from the Justice Reinvestment Initiative (JRI) and the Oregon State Marine Board, partially offset by an increase from the Oregon Department of Forestry. Charges for Services decreased due to the non-renewal of the City of Aurora contract. Other fund Transfers from the Non Departmental Grants Fund decreased due to the reduction in funding for Title III Forest Patrol and Title III Search and Rescue. Net Working Capital was adjusted to actual.

*Requirements:* Personnel Services decreased due to a reduction in resources, resulting in a net FTE decrease of 2.16. This includes the elimination of two Institutions Deputy positions funded by the Justice Reinvestment Initiative, and 0.16 of an Enforcement Deputy position due to reduced Marine Patrol contract funding. Additionally, a contract Deputy position with the City of Aurora was eliminated, partially offset by an FTE increase for a Mobile Crisis Team Deputy through an agreement with Health and Human Services. Materials and Services increased due to the contract with Health and Human Services for a Mobile Crisis Deputy, with offsetting decreases from the non-renewal of the City of Aurora contract and a fleet vehicle transfer to the Traffic Safety Team. Capital Outlay increased due to one time funding for Variable Messaging Board Trailers, Radar Trailers and a Bullet Trap. Transfers Out to the Community Corrections Fund increased to reallocate Justice Reinvestment Initiative funding within the Sheriff's Office. Contingency increased to balance the fund.

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**TRAFFIC SAFETY FUND 255**

**Resources:**

Intergovernmental Federal	\$ -	\$ 63,072	\$ 63,072
Fines and Forfeitures	2,142,330	-	2,142,330
Interest	28,850	-	28,850
Net Working Capital	795,875	271,236	1,067,111
<b>TOTAL RESOURCES</b>	\$ 2,967,055	\$ 334,308	\$ 3,301,363

**Requirements:**

Sheriff's Office			
Personnel Services	\$ 1,794,814	\$ 91,138	\$ 1,885,952
Materials and Services	890,196	19,752	909,948
Capital Outlay	-	11,021	11,021
Contingency	282,045	212,397	494,442
<b>TOTAL REQUIREMENTS</b>	\$ 2,967,055	\$ 334,308	\$ 3,301,363

FTE Changes: 0.16 FTE increase is for Deputy Sheriff Enforcement.

Resources: Intergovernmental Federal revenues increased due to traffic safety grant funding. Net Working Capital was adjusted to actual.

Requirements: Personnel Services increased due to higher salary, wages, and fringe benefit costs associated with grant-funded overtime, along with a 0.16 FTE increase resulting from reduced contract funding for the Marine Patrol program. The increase in Materials and Services is due to covering costs for a fleet vehicle associated with a contract that was not renewed. The increase in Capital Outlay is Traffic Safety Teams cost to purchase a Radar Trailer. Contingency increased to balance the fund.

**INMATE WELFARE FUND 290**

**Resources:**

Charges for Services	\$ 206,120	\$ -	\$ 206,120
Interest	17,647	-	\$ 17,647
Net Working Capital	486,817	20,139	506,956
<b>TOTAL RESOURCES</b>	\$ 710,584	\$ 20,139	\$ 730,723

**Requirements:**

Sheriff's Office			
Materials and Services	\$ 417,265	\$ 18,125	\$ 435,390
Capital Outlay	144,379	-	144,379
Contingency	71,058	2,014	73,072
Unappropriated Ending Fund Balance	77,882	-	77,882
<b>TOTAL REQUIREMENTS</b>	\$ 710,584	\$ 20,139	\$ 730,723

Resources/Requirements: Net Working Capital was adjusted to actual. Materials and Services increased due to the purchase of additional Institutional Supplies necessary to meet operational needs. The remaining resources were allocated to Contingency.

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**NON-DEPARTMENTAL**

**AMERICAN RESCUE FUND 110**

**Resources:**

Intergovernmental Federal	\$ 3,108,877	\$ 1,218,627	\$ 4,327,504
<b>TOTAL RESOURCES</b>	<b>\$ 3,108,877</b>	<b>\$ 1,218,627</b>	<b>\$ 4,327,504</b>

**Requirements:**

Non-Departmental: Materials and Services	\$ 3,108,877	\$ 1,218,627	\$ 4,327,504
<b>TOTAL REQUIREMENTS</b>	<b>\$ 3,108,877</b>	<b>\$ 1,218,627</b>	<b>\$ 4,327,504</b>

Resources: Intergovernmental Federal increased due to city projects originally budgeted as complete but carried over to current year.

Requirements: Contracted Services increased due to distributions to subrecipients for city projects originally budgeted as complete but carried over to current year.

**NON-DEPARTMENTAL GRANTS FUND 115**

**Resources:**

Intergovernmental Federal	\$ 103,658	\$ -	\$ 103,658
Intergovernmental State	1,706,047	-	1,706,047
Interest	134,749	-	134,749
General Fund Transfers	71,164	-	71,164
Other Fund Transfers	2,200,000	-	2,200,000
Net Working Capital	16,422,557	(54,867)	16,367,690
<b>TOTAL RESOURCES</b>	<b>\$ 20,638,175</b>	<b>\$ (54,867)</b>	<b>\$ 20,583,308</b>

**Requirements:**

Non-Departmental: Materials and Services	\$ 15,793,793	\$ (7,512,266)	\$ 8,281,527
Transfers Out	1,998,613	7,561,250	9,559,863
Contingency	657,633	(103,851)	553,782
Reserve for Future Expenditure	2,188,136	-	2,188,136
<b>TOTAL REQUIREMENTS</b>	<b>\$ 20,638,175</b>	<b>\$ (54,867)</b>	<b>\$ 20,583,308</b>

Resources: Net Working Capital was adjusted to actual.

Requirements: Materials and Services decreased primarily due to the reallocation of OHCS Wildfire funding to the Transfers Out category, making the funding available to Public Works in support of the Mill City Sewer Project.

Transfers Out increased by a total of \$7,561,250, which includes:

1. An increase of \$7,644,413 to the Public Works Grants Fund for the Mill City Sewer Project,
2. An offset by a decrease of \$83,163 to the Sheriff's Office Grants Fund due to reduced Title III Forest Patrol funding.

Contingency was decreased to balance the fund.

**TAX TITLE LAND SALES FUND 155**

**Resources:**

Charges for Services	\$ 300,000	\$ -	\$ 300,000
Interest	58,705	-	58,705
Other Revenues	92,924	-	92,924
Net Working Capital	1,483,719	31,258	1,514,977
<b>TOTAL RESOURCES</b>	<b>\$ 1,935,348</b>	<b>\$ 31,258</b>	<b>\$ 1,966,606</b>

**Requirements:**

Non-Departmental: Materials and Services	\$ 159,750	\$ -	\$ 159,750
Capital Outlay	25,000	-	25,000
Special Payments	1,192,508	-	1,192,508
Transfers Out	100,000	-	100,000
Contingency	199,170	-	199,170
Unappropriated Ending Fund Balance	258,920	31,258	290,178
<b>TOTAL REQUIREMENTS</b>	<b>\$ 1,935,348</b>	<b>\$ 31,258</b>	<b>\$ 1,966,606</b>

Resources/Requirements: Adjusted Net Working Capital to actual and allocated to Unappropriated Ending Fund Balance.

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**CRIMINAL JUSTICE ASSESSMENT FUND 185**

**Resources:**

Fines and Forfeitures	\$ 848,093	\$ 170,603	\$ 1,018,696
Interest	16,651	-	16,651
Net Working Capital	456,185	59,002	515,187
<b>TOTAL RESOURCES</b>	<b>\$ 1,320,929</b>	<b>\$ 229,605</b>	<b>\$ 1,550,534</b>

**Requirements:**

Non-Departmental: Materials and Services	\$ 423,933	\$ 8,610	\$ 432,543
Transfers Out	528,852	219,249	748,101
Contingency	79,208	1,746	80,954
Unappropriated Ending Fund Balance	288,936	-	288,936
<b>TOTAL REQUIREMENTS</b>	<b>\$ 1,320,929</b>	<b>\$ 229,605</b>	<b>\$ 1,550,534</b>

*Resources/Requirements:* Fines and Forfeitures increased due to increased distribution from Department of Corrections. Net Working Capital was adjusted to actual. Transfers out increased to distribute the additional proceeds in Fines and Forfeitures to Sheriff and Juvenile departments. Materials and Services increased to cover additional expenses in security services. Contingency increased to balance.

**COUNTY SCHOOLS FUND 210**

**Resources:**

Intergovernmental Federal	\$ 215,608	\$ -	\$ 215,608
Intergovernmental State	299,933	-	299,933
Interest	9,786	-	9,786
Net Working Capital	269,979	(208,481)	61,498
<b>TOTAL RESOURCES</b>	<b>\$ 795,306</b>	<b>\$ (208,481)</b>	<b>\$ 586,825</b>

**Requirements:**

Special Payments	\$ 795,306	\$ (208,481)	\$ 586,825
<b>TOTAL REQUIREMENTS</b>	<b>\$ 795,306</b>	<b>\$ (208,481)</b>	<b>\$ 586,825</b>

*Resources/Requirements:* Adjusted Net Working Capital to actual and decreased Specials Payments to school districts. Carryforward amount from FY 2024-25 decreased due to Secure Rural Schools Reauthorization delays.

**RAINY DAY FUND 381**

**Resources:**

Interest	\$ 75,319	\$ -	\$ 75,319
Net Working Capital	2,534,720	1,356	2,536,076
<b>TOTAL RESOURCES</b>	<b>\$ 2,610,039</b>	<b>\$ 1,356</b>	<b>\$ 2,611,395</b>

**Requirements:**

Reserve for Future Expenditures	\$ 2,610,039	\$ 1,356	\$ 2,611,395
<b>TOTAL REQUIREMENTS</b>	<b>\$ 2,610,039</b>	<b>\$ 1,356</b>	<b>\$ 2,611,395</b>

*Resources/Requirements:* Adjusted Net Working Capital to actual and increased Reserve for Future Expenditures.

**MARION COUNTY**  
 Fiscal Year 2025-26 First Supplemental Budget  
 October 29, 2025

	Adopted Budget	1st Supplemental Changes	Revised Budget October 29, 2025
<b>DEBT SERVICE FUND 410</b>			
<i>Resources:</i>			
Admin Cost Recovery	\$ 6,198,107	\$ -	\$ 6,198,107
Interest	107,100	-	107,100
General Fund Transfers	3,256,405	78,993	3,335,398
Other Fund Transfers	1,612,868	(78,993)	1,533,875
Net Working Capital	5,631,388	321,726	5,953,114
<b>TOTAL RESOURCES</b>	<b>\$ 16,805,868</b>	<b>\$ 321,726</b>	<b>\$ 17,127,594</b>
<i>Requirements:</i>			
Non-Departmental: Materials and Services	\$ 39,498	\$ -	\$ 39,498
Debt Service Principal	2,040,511	-	2,040,511
Debt Service Interest	9,027,806	-	9,027,806
Unappropriated Ending Fund Balance	5,698,053	321,726	6,019,779
<b>TOTAL REQUIREMENTS</b>	<b>\$ 16,805,868</b>	<b>\$ 321,726</b>	<b>\$ 17,127,594</b>

*Resources/Requirements:* General Fund Transfers increased, offset by a decrease in Other Fund Transfers from the Health and Human Services Fund, due to a change in the proportional allocation of funding for projects financed through the 2024 capital loan. Net Working Capital was adjusted to actual and allocated to the Unappropriated Ending Fund Balance.

**SELF INSURANCE FUND 585**

<i>Resources:</i>			
Charges for Services	\$ 40,367,671	\$ -	\$ 40,367,671
Interest	417,993	-	417,993
Settlements	20,000	-	20,000
Net Working Capital	13,908,811	(997,046)	12,911,765
<b>TOTAL RESOURCES</b>	<b>\$ 54,714,475</b>	<b>\$ (997,046)</b>	<b>\$ 53,717,429</b>
<i>Requirements:</i>			
Non-Departmental: Materials and Services	\$ 40,691,346	\$ 2,219,794	42,911,140
Contingency	8,983,805	(4,042,840)	4,940,965
Unappropriated Ending Fund Balance	5,039,324	826,000	5,865,324
<b>TOTAL REQUIREMENTS</b>	<b>\$ 54,714,475</b>	<b>\$ (997,046)</b>	<b>\$ 53,717,429</b>

*Resources/Requirements:* Net Working Capital was adjusted to actual. Insurance increased to reflect anticipated claims coverage. Contingency was reduced to balance the fund. Ending Fund Balance increased to reflect mandated Liability Reserves.

**MARION COUNTY**  
 Fiscal Year 2025-26 First Supplemental Budget  
 October 29, 2025

Adopted Budget	1st Supplemental Changes	Revised Budget October 29, 2025
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**CAPITAL**

**FACILITY RENOVATION FUND 455**

**Resources:**

Interest	\$ 200,000	\$ -	\$ 200,000
Other Fund Transfers	1,200,000	26,570	1,226,570
Net Working Capital	16,321,129	2,312,463	18,633,592
<b>TOTAL RESOURCES</b>	<b>\$ 17,721,129</b>	<b>\$ 2,339,033</b>	<b>\$ 20,060,162</b>

**Requirements:**

Non-Departmental: Capital Outlay	\$ 15,567,163	\$ 1,812,701	\$ 17,379,864
Reserve for Future Expenditures	2,153,966	526,332	2,680,298
<b>TOTAL REQUIREMENTS</b>	<b>\$ 17,721,129</b>	<b>\$ 2,339,033</b>	<b>\$ 20,060,162</b>

**Resources:** Other Fund Transfers is from the Health and Human Services Fund for the Crisis Center Remodel project. Net Working Capital was adjusted to actual.

**Requirements:** Capital Outlay increased a net \$1,812,701 for the following:

Carry forward projects:

- Sheriff's Office Evidence Building - \$1,007,084
- Jail Court Annex HVAC - \$418,319
- Courthouse Security Camera Matrix Replacement - \$353,181
- Health & Human Services Crisis Building Remodel - \$26,570
- Stabilization Center Remodel - \$13,417
- Juvenile Alternative Programs Building Reconditioning - (\$5,870)

Reserve for Future Expenditures increased to balance the Fund.

**CAPITAL IMPROVEMENT PROJECTS FUND 480**

**Resources:**

Intergovernmental State	\$ 198,795	\$ -	\$ 198,795
Interest	340,000	-	340,000
General Fund Transfers	979,670	224,390	1,204,060
Other Fund Transfers	1,368,244	797,435	2,165,679
Net Working Capital	11,895,507	1,201,976	13,097,483
<b>TOTAL RESOURCES</b>	<b>\$ 14,782,216</b>	<b>\$ 2,223,801</b>	<b>\$ 17,006,017</b>

**Requirements:**

Non-Departmental: Capital Outlay	\$ 8,472,737	\$ 1,372,166	\$ 9,844,903
Transfers Out	4,728,692	-	4,728,692
Contingency	500,000	-	500,000
Reserve for Future Expenditures	1,080,787	851,635	1,932,422
<b>TOTAL REQUIREMENTS</b>	<b>\$ 14,782,216</b>	<b>\$ 2,223,801</b>	<b>\$ 17,006,017</b>

**Resources:** General Fund Transfers increased by \$224,390, allocated as follows:

1. \$190,746 for the Jail D-Pod Exercise Space (modified)
2. \$21,551 for the Juvenile Counseling House Refurbishment (modified)
3. \$12,093 for the Sheriff's Office Jail Grease Trap (new)

Other Fund Transfers increased by a total of \$797,435 including:

An increase of \$788,798 from the Health & Human Services Fund for new and carryforward projects: 1) \$500,500 for the Horizon House Land Acquisition (new), 2) \$55,000 for Our Place Technology (new), 3) \$6,073 for the 3rd Floor Fire Door (new), 4) \$224,650 for HHS Building Tenant Improvements (carryforward), 5) \$2,575 for the HHS Woodburn Remodel (carryforward), and 6) an increase of \$21,881 from the Juvenile Grants Fund for the Juvenile Counseling House Wall Replacement.

Net Working Capital was adjusted to actual.

(Continued on next page)

**MARION COUNTY**

Fiscal Year 2025-26 First Supplemental Budget  
October 29, 2025

Adopted Budget	1st Supplemental Changes	Revised Budget October 29, 2025
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**Requirements:** Capital Outlay increased a net \$1,372,166 for the following:

**New projects:**

- Horizon House Land Acquisition - \$500,500
- Juvenile Detention Door Control System - \$190,420
- Courthouse Elevator Repair - \$57,305
- Health & Human Services Our Place Technology - \$55,000
- Juvenile Counseling House Wall Replacement - \$21,881
- Courthouse Square Restroom Floor Replacement - \$14,939
- Sheriff's Office Jail Grease Trap - \$12,093
- Health & Human Services Fire Door Opener - \$6,073
- Carry forward (CF), Modified\*, Moved Funds\*\* projects:
- HHS Building Tenant Improvements - \$207,906
- Jail D-Pod Exercise Space - \$188,484\*
- DA Medical Examiner Office Relocation - \$141,459
- Assessment and Taxation Software - \$115,000
- Sheriff's Office Jail Intake HVAC - \$97,962
- Courthouse HVAC Control Panel - \$76,695
- Courthouse Sidewalk Replacement - \$70,550

**Carry forward and modified (continued):**

- JV Counseling House Refurbishment - \$59,871\*
- Juvenile Market Renovation - \$39,629
- Assessor's Office Tax Office Addition - \$28,154\*
- Public Works IT Server Room HVAC - \$25,854
- IT Pictometry Flight 5 - \$23,820
- HHS Modular Improvements - \$8,860
- Juvenile Court Refurbishment - \$6,108
- Community Services Suite Remodel - \$4,791
- Juvenile Detention Shower Floors - \$4,244
- HHS Woodburn Remodel - \$2,575
- Crosby Radio Generator - (\$2,038)
- Dog Shelter Shed - (\$13,244)- complete in FY 24-25
- Assessor's Office Addition - (\$32,534)\*
- Public Safety VHF Radio - (\$117,722)
- Courthouse Security Camera Matrix - (\$422,469)\*\*

**TOTAL ALL FUNDS**

**Resources:**

\$ 743,294,651	\$ 43,953,470	\$ 787,248,121
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**Requirements:**

Appropriations	\$ 647,821,930	\$ 39,473,796	\$ 687,295,726
Reserve for Future Expenditures	28,677,132	(974,157)	27,702,975
Unappropriated Ending Fund Balance	66,795,589	5,453,831	72,249,420

**TOTAL REQUIREMENTS**

\$ 743,294,651	\$ 43,953,470	\$ 787,248,121
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Note: The totals include all funds although only funds with supplemental budget adjustments are displayed.

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Capital	455 Facility Renovation	Health & Human Services Crisis Building Remodel	Carryforward	190 Health and Human Services	26,570	3,037,175
Project is incomplete and carried forward from the prior fiscal year.						
Capital	455 Facility Renovation	Sheriff's Office Evidence Building	Carryforward	455 Facility Renovation	1,007,084	9,785,613
Project is incomplete and carried forward from the prior fiscal year.						
Capital	455 Facility Renovation	Jail Court Annex HVAC	Carryforward	455 Facility Renovation	418,319	842,674
Project is incomplete and carried forward from the prior fiscal year.						
Capital	455 Facility Renovation	Courthouse Security Camera Matrix Replacement	Carryforward	455 Facility Renovation	353,181	761,384
Project is incomplete and carried forward from the prior fiscal year.						
Capital	455 Facility Renovation	Stabilization Center Remodel	Carryforward	455 Facility Renovation	13,417	696,696
Project is incomplete and carried forward from the prior fiscal year.						
Capital	455 Facility Renovation	Juvenile Alternative Building Recondition	Carryforward	455 Facility Renovation	(5,870)	529,829
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Health and Human Services Building Tenant Improvement	Carryforward	190 Health and Human Services	207,906	1,499,650
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	HHS Woodburn Remodel	Carryforward	190 Health and Human Services	2,575	330,000
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	DA Medical Examiner Office Relocation	Carryforward	480 Capital Improvement Projects	141,459	787,923
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Assessment and Taxation Software	Carryforward	480 Capital Improvement Projects	115,000	750,000
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Sheriff's Office Jail Intake HVAC	Carryforward	480 Capital Improvement Projects	97,962	161,000
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Courthouse HVAC Control Panel	Carryforward	480 Capital Improvement Projects	76,695	407,000
Project is incomplete and carried forward from the prior fiscal year.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Capital	480 Capital Improvement Projects	Courthouse Sidewalk Replacement	Carryforward	480 Capital Improvement Projects	70,550	112,200
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Juvenile Market Renovation	Carryforward	480 Capital Improvement Projects	39,629	500,049
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Public Works IT Server Room HVAC	Carryforward	480 Capital Improvement Projects	25,854	294,000
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	IT Pictometry Flight 5	Carryforward	480 Capital Improvement Projects	23,820	275,800
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	HHS Modular Improvements	Carryforward	480 Capital Improvement Projects	8,860	174,000
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Juvenile Court Refurbishment	Carryforward	480 Capital Improvement Projects	6,108	211,644
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Community Services Suite Remodel	Carryforward	480 Capital Improvement Projects	4,791	391,859
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Juvenile Detention Shower Floors	Carryforward	480 Capital Improvement Projects	4,244	70,619
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Crosby Radio Generator	Carryforward	480 Capital Improvement Projects	(2,038)	83,585
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Public Safety VHF Radio	Carryforward	480 Capital Improvement Projects	(117,722)	434,500
Project is incomplete and carried forward from the prior fiscal year.						
Capital	480 Capital Improvement Projects	Jail DPod Exercise Space	Carryforward/Modified	100 General Fund	188,484	978,320
Additional budget appropriation needed based on lowest bid received for construction.						
Capital	480 Capital Improvement Projects	Juvenile Counseling House Refurbishment	Carryforward/Modified	100 General Fund	59,871	99,871
The increase in cost covers residing entire house to remove lead paint. The original CIP was to replace just the damaged siding and repaint.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Capital	480 Capital Improvement Projects	Assessor's Office Tax Office Addition	Carryforward/Modified	480 Capital Improvement Projects	28,154	53,351
Construction costs increased to reflect actual expenses.						
Capital	480 Capital Improvement Projects	Assessor's Office Addition	Carryforward/Modified	480 Capital Improvement Projects	(32,534)	71,461
Construction costs are reduced to match actuals.						
Capital	480 Capital Improvement Projects	Dog Shelter Shed	Complete in FY 24-25	480 Capital Improvement Projects	(13,244)	13,244
Project has been completed in a prior fiscal year.						
Capital	480 Capital Improvement Projects	Sheriff's Office Jail Grease Trap	New	100 General Fund	12,093	12,093
This project was initially identified as a Materials and Supplies project, but at a later date confirmed to be a CIP.						
Capital	480 Capital Improvement Projects	Juvenile Counseling House Wall Replacement	New	125 Juvenile Grants	21,881	21,881
An additional wall is needed due to a recent hire. This project was not known at the CIP submission window for FY 25-26 back in December 2024.						
Capital	480 Capital Improvement Projects	Health and Human Services Horizon House Land	New	190 Health and Human Services	500,500	500,500
Purchase the land for the purpose of building the future home of the Horizon House Program.						
Capital	480 Capital Improvement Projects	Health and Human Services Our Place Technology	New	190 Health and Human Services	55,000	55,000
Our Place office installation of IT equipment.						
Capital	480 Capital Improvement Projects	Health & Human Services Fire Door	New	190 Health and Human Services	6,073	6,073
Installation of ADA door opener and fire rated glass insert to bring the access door into compliance with fire code and meet the customer's needs.						
Capital	480 Capital Improvement Projects	Juvenile Detention Door Control System	New	480 Capital Improvement Projects	190,420	190,420
The existing door control system is beyond its serviceable life, no longer supported by the manufacturer, and experiencing increasing failures due to age and component degradation. As this system directly supports the facilities life safety and security functions, further delay poses a significant operational and safety risk.						
Capital	480 Capital Improvement Projects	Courthouse Elevator Repair	New	480 Capital Improvement Projects	57,305	57,305
Install a new controller drive on Courthouse Square elevator #2—including key components—to ensure continued operation.						
Capital	480 Capital Improvement Projects	Courthouse Square Restroom Floor Replacement	New	480 Capital Improvement Projects	14,939	14,939
The original floor tile failed and was replaced by removing all existing tile, re-prepping the surface, and reinstalling leftover tile from the initial installation, with no new tile purchased.						
Capital	N/A	Courthouse Security Camera Matrix Replacement	N/A	Moved from Fund 480 to Fund 455	(422,469)	
Project moved from Capital Improvement Projects Fund to Facility Renovation Fund.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Juvenile	125 Juvenile Grants	Woodlot Concrete Pad	New	125 Juvenile Grants	12,148	12,148
Placement of a new concrete pad in the Woodlot at Alternative Programs to improve safety and working conditions for youth and staff.						
Juvenile	125 Juvenile Grants	Processor Pad Entry	New	125 Juvenile Grants	6,599	6,599
Placement of a concrete pad and gravel at the Firewood Processor at Alternative Programs to improve safety and working conditions for youth and staff.						
Public Works	130 Public Works	ARTS Cascade Hy Safety Improvements	Cancelled	130 Public Works	(72,250)	974,000
The Board of Commissioners decided not to move ahead with this project (due to the public complaints on rumble strips). The project has been canceled.						
Public Works	130 Public Works	Meridian Road Bridge #2504A (Abiqua Ck) Repair	Carryforward	130 Public Works	1,451,500	2,381,500
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Rambler Bridge 05419A Rehabilitation	Carryforward	130 Public Works	797,500	5,988,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Motor Grader Replacement for 0PW332	Carryforward	130 Public Works	456,000	456,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	State St - 4106 to 46th Av Urban Upgrade	Carryforward	130 Public Works	427,500	7,304,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Battlecreek Rd Roundabout Contribution	Carryforward	130 Public Works	395,203	557,250
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Hazelgreen Bridge 05387 Replacement	Carryforward	130 Public Works	351,500	6,522,500
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Advisory Curve Signing	Carryforward	130 Public Works	240,500	250,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Wheatland Ferry Improvements Phase 3A	Carryforward	130 Public Works	206,750	932,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	River Rd S 5789A (Indep Bridge) Loading Improvements	Carryforward	130 Public Works	190,750	3,170,000
Project is incomplete and carried forward from the prior fiscal year.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	130 Public Works	Nusom Bridge Approach Improvement	Carryforward	130 Public Works	160,000	350,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Guardrail Improvements	Carryforward	130 Public Works	150,000	150,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	McKay Rd ARPA Safety Improvements	Carryforward	130 Public Works	116,250	3,048,250
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Wheatland Ferry Operational Improvements	Carryforward	130 Public Works	87,250	437,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Sinker Creek Bridge Replacement	Carryforward	130 Public Works	60,250	637,500
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Delaney Rd Bridge Replacement and Realignment	Carryforward	130 Public Works	46,000	5,205,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	3rd Street Bridge #6207A (Butte Ck-Scotts Mills) Replacem	Carryforward	130 Public Works	40,250	4,461,250
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	BV Ferry Operational Improvements	Carryforward	130 Public Works	35,250	448,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	PW Building 2 Boiler Replacement	Carryforward	130 Public Works	28,400	121,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Traffic Signal Interconnect and Fiber	Carryforward	130 Public Works	27,750	1,119,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	ARTS Howell Prairie Safety Improvements	Carryforward	130 Public Works	27,500	510,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	ARTS McKay Corridor Improvements	Carryforward	130 Public Works	15,750	775,500
Project is incomplete and carried forward from the prior fiscal year.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	130 Public Works	Wheatland Ferry Closure Sign	Carryforward	130 Public Works	13,921	13,921
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	North Fork Guardrail - FLAP	Carryforward	130 Public Works	6,500	1,788,250
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Boones Ferry Culvert Replacement	Carryforward	130 Public Works	(9,750)	500,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Wilco Bridge Repairs	Carryforward	130 Public Works	(91,250)	385,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Mill Creek Bridge 01505 Replacement	Carryforward	130 Public Works	(138,500)	3,593,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	North Fork Rd Omnibus Improvements Project	Carryforward	130 Public Works	(401,750)	1,256,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Connecticut Ave W Side Urban Upgrade	Carryforward	130 Public Works	(481,500)	1,021,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	North Fork Road Slide #2 Repair	Carryforward	130 Public Works	(2,021,750)	11,633,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	Silverton Rd Left Turn Refuge at Desart	Carryforward	130 Public Works	50,250	1,445,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	ARTS Ehlen/Butteville Roundabout	Carryforward	130 Public Works	46,500	6,878,750
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	130 Public Works	North Fork Road MP 3.0 Slide Repair	Carryforward/Modified	130 Public Works	940,000	950,000
Complexity and expansion of the slide required an expansion of the rock buttress.						
Public Works	130 Public Works	Hayesville Dr: Portland - Fuhrer Urban Upgrades	Carryforward/Modified	130 Public Works	7,000	9,574,000
Overran the estimated quantity of contaminated soil removal.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	130 Public Works	Center St- N Side Urban Upgrade	Carryforward/Modified	130 Public Works	(413,500)	4,577,000
Right of Way complications have pushed the construction start date back a year, so these funds will be used in the next fiscal year.						
Public Works	130 Public Works	Vehicle Mount Readerboard	Complete in FY 24-25	130 Public Works	(19,800)	-
Project has been completed in a prior fiscal year.						
Public Works	130 Public Works	Vehicle Mount Readerboard	Complete in FY 24-25	130 Public Works	(19,800)	-
Project has been completed in a prior fiscal year.						
Public Works	130 Public Works	1-ton Truck with Dump Bed	Complete in FY 24-25	130 Public Works	(94,600)	-
Project has been completed in a prior fiscal year.						
Public Works	130 Public Works	F-450 Truck with Snow Plow and Sander	Complete in FY 24-25	130 Public Works	(125,895)	-
Project has been completed in a prior fiscal year.						
Public Works	130 Public Works	Tractor with Side and Rear Mower	Complete in FY 24-25	130 Public Works	(278,300)	-
Project has been completed in a prior fiscal year.						
Public Works	130 Public Works	PW Generator Radiator Repair	New	100 General Fund 130 Public Works	156,026	156,023
This request to repair the radiator at Public Works Bldg #1. The repair is estimated to extend the life of the current radiator by five years and give the County time to determine how to address the eventual replacement of it. A new radiator is estimated to cost between \$555,000 and \$650,000.						
Public Works	130 Public Works	Automated Flagger Assistance Devices	New	130 Public Works	108,900	108,900
The Automated Flagger Assistance Devices (AFAD) are designed to increase safety and security of flaggers, workers, and motorists in the work zone. This request is to add three more pairs to the original pair purchased last fiscal year which will provide each Road Maintenance District the opportunity to deploy them in their respective areas.						
Public Works	130 Public Works	SRTS Scott Elementary RRFB	New	130 Public Works	38,750	243,000
This request is being made to construct a Rectangular Rapid Flashing Beacon (RRFB) at the intersection of Brown Rd and Arizona Ave to make the crossing more visible. This project received Safe Routes to School Rapid Response funding, and project expenses will be reimbursed at 100%.						
Public Works	130 Public Works	PW Building 1 Breakroom Card Reader	New	130 Public Works	7,020	7,020
To provide a key-card reader at the door between the breakroom and the Dispatch and Road Ops area. Currently, this door is accessible to the public, allowing them to wander into staff-only areas, thereby creating a security risk.						
Public Works	130 Public Works	Radio Antenna Analyzer	New	130 Public Works	6,600	6,600
This purchase is for the replacement of a 20-year-old antenna analyzer that is no longer supported and has reached the end of its useful life.						
Public Works	135 Public Works Grants	Mill City Sewer System Project	Carryforward	115 Non-Departmental Grants 135 Public Works Grants	12,902,500	57,269,597
Project is incomplete and carried forward from the prior fiscal year.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	135 Public Works Grants	Marion County Radio System Design & Build	Carryforward	135 Public Works Grants	4,205,443	15,225,470
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	135 Public Works Grants	Brooks Water - Design & Build	Carryforward	135 Public Works Grants	2,940,000	14,659,854
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	135 Public Works Grants	Detroit-Idanha Sewer System Project	Carryforward	135 Public Works Grants	1,191,371	8,000,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	135 Public Works Grants	ARPA - Fargo Sewer Collection System Improvements	Carryforward	135 Public Works Grants	30,000	600,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	310 Parks	Salmon Falls Park Restoration	Carryforward	135 Public Works Grants	500,000	890,221
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	310 Parks	Parkdale Park Improvement	Carryforward	310 Parks	90,000	720,677
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	310 Parks	Santiam Wildfire Memorial	New	170 Community Development	25,000	25,000
This request is being made to design and build a memorial in North Fork County Park to recognize those individuals who lost their lives or were first responders in the 2020 Beachie Creek Fires.						
Public Works	320 Surveyor	Survey Equipment	New	320 Surveyor	95,750	95,750
This request is being made to replace outdated equipment used by the Surveyor's Office. Now that the field survey crew is fully staffed, Public Works plans to begin the budgeting process for purchasing replacement equipment that is more than 12 years old.						
Public Works	330 Building Inspection	PW building Purchase at 4707 Silverton Rd.	New	130 Public Works 330 Building Inspection	2,100,000	5,610,000
This request is to purchase the property located at 4707 Silverton Road. The project costs include closing costs and design plans to remodel the existing building on this property. Once this project is completed, it is anticipated that approximately 40 Public Works FTE staff members will report to this facility to serve Building Inspection, Land Use Planning, and LDEP customers.						
Public Works	510 Environmental Services	Brown's Island Server and PDU	New	510 Environmental Services	9,933	9,933
Our MCIT Operations team and Enterprise DBA recommend installing a dedicated server at Browns Island to mitigate the significant risks of data corruption or inadvertent deletion. In addition, Operations recommends upgrading to a larger-capacity UPS. The upgrade will provide sufficient running time for the on-site network equipment in the event of a power outage.						
Public Works	595 Fleet management	Alternative Program F550 Crew Cab Truck with Dump Bed (replace 00J885)	Carryforward	100 General Fund	43,744	114,000
Project is incomplete and carried forward from the prior fiscal year.						
Public Works	595 Fleet management	FY24-25 Annual Light Duty Fleet Replacement	Carryforward	595 Fleet management	86,400	892,892
Project is incomplete and carried forward from the prior fiscal year.						

Appendix A  
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	595 Fleet management	FY25-26 Annual Light Duty Fleet Replacement	Modified	595 Fleet management	35,970	1,715,670
Three platform upgrades planned for the incoming replacement vehicles.						
Public Works	595 Fleet management	Replace HD1739 - totaled in vehicle accident	Complete in FY 24-25	595 Fleet management	(24,750)	-
Project has been completed in a prior fiscal year.						
Public Works	595 Fleet management	Replace PW2115 due to transmission failure	Complete in FY 24-25	595 Fleet management	(37,950)	-
Project has been completed in a prior fiscal year.						
Public Works	595 Fleet management	Replacement for SH2341 - MCSO Vehicle	New	100 General Fund 595 Fleet Management	77,000	77,000
SH2341 was in a motor vehicle collision and is considered a total loss. This purchase will be for the replacement of a 2023 Dodge Durango Pursuit and will include all outfitting of equipment for a MCSO Patrol unit.						
Public Works	595 Fleet management	PW2507 Traffic Van Upfit	New	130 Public Works	13,200	13,200
SH2037 was in a motor vehicle accident and is considered a total loss. This purchase will be for the replacement of a 2020 Ford Interceptor Pursuit and will include all outfitting of equipment for an MCSO Patrol unit.						
Public Works	595 Fleet management	Replacement for SH2037 - MCSO Vehicle	New	595 Fleet management	77,000	77,000
This request is to install a Ford van package that includes a partition, workbench, shelving, drawers, and part bins in the Engineering Traffic Sprint Van.						
Sheriff	250 Sheriff Grants	Messaging Board Trailer	New	250 Sheriff Grants	43,773	43,773
The purchase of the 2 variable messaging system (VMS) trailers is in cooperation with US Forest Service for use on federal lands patrolled by the Sheriff's Office.						
Sheriff	250 Sheriff Grants	Radar Trailer Replacement	New	250 Sheriff Grants	9,802	9,802
County received FY24 JAG grant which will pay for \$9,802 toward replacement cost. Remaining \$11,021 will be from Traffic Safety Team funds (255-31-32-323-3210-000000) to support enhanced community education and awareness efforts						
Sheriff	250 Sheriff Grants	Firearm Processing Equipment	New	250 Sheriff Grants	9,774	9,774
The purchase of a Savage Range Systems GD Gunsmith bullet trap will make it possible to safely discharge firearms for testing of functionality before prosecuting gun crimes.						
Sheriff	255 Traffic Safety	Radar Trailer Replacement	New	255 Traffic Safety	11,021	11,021
County received FY24 JAG grant which will pay for \$9,802 toward replacement cost. Remaining \$11,021 will be from Traffic Safety Team funds (255-31-32-323-3210-000000) to support enhanced community education and awareness efforts						
<b>TOTAL:</b>					<b>\$ 30,163,270</b>	<b>\$ 220,241,253</b>