



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, November 12, 2025
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PRESENTATION

1. 2025 Project Joy Fundraiser kickoff. –Kathy Bolen

CONSENT

BOARD OF COMMISSIONERS

Board Committee Appointments – Property Value Appeals Board

2. Approve orders appointing George Grabenhorst and Jack Yarbrough to the Residents' Pool; and Bob Riggi and Jennifer Sasaki to the Chairpersons' Pool and the Residents' Pool, for the Marion County Property Value Appeals Board (PVAB) with terms ending June 30, 2027, with Bob Riggi being appointed as Chair and Jennifer Sasaki as Vice-Chair.

HEALTH AND HUMAN SERVICES

3. Approve the Contract for Services with Caroline Grady Castillo, M.D. in the not-to-exceed amount of \$600,000 to provide medical director services for Marion County's Public Health Program and serve as a health officer effective January 1, 2026, through December 31, 2028.

HUMAN RESOURCES

4. Approve the recommendation to update the classification and uphold the pay grade for class codes #451, Electronics Technician 1; and #452, Electronics Technician 2: Establish and adopt classification #316, Budget Manager; and update the classification and adjust the pay grade upward for class codes #037, Payroll Manager; #081, Program Supervisor; #082, Program Coordinator 2; #084, Program Coordinator 1; #195, Corrections Nurse; #374, Principal Planner; #548, Public Health Worker 3; and #550, Public Health Worker 2.

JUVENILE DEPARTMENT

5. Approve the Contract for Services with Securitas Technology Corporation in the not-to-exceed amount of \$173,102.96 for replacement of the door access control system that is at end-of-life at the Marion County Juvenile Detention through November 30, 2026.

PUBLIC WORKS

6. Approve the incoming funds Primary Funding Agreement with Circular Action Alliance (CAA) Oregon, LLC, that outlines the terms under which CAA Oregon will administer up to \$3,000,000 in approved reimbursements to the county for recycling-related expenses under Oregon law.

SHERIFF’S OFFICE

7. Approve the incoming funds Grant Agreement with the Oregon Criminal Justice Commission (CJC) in the amount of \$5,504,640 to support Marion County Justice Reinvestment Programs retroactive to July 1, 2025, through November 30, 2027.

8. Approve the incoming funds Intergovernmental Agreement (IGA) with the Oregon Department of Corrections (ODOC) in the amount of \$29,216,848 for expenses related to community corrections supervision and services retroactive to July 1, 2025, through June 30, 2027.

ACTION

PUBLIC WORKS

9. Consider approval of the Design-Build Contract with Acoustic Technology, Inc., dba, ATI Systems that utilizes federal grant funding in the amount of \$1,399,410.68 to provide real time alerts and warnings for the Marion County Public Safety Canyon Alerts Project through November 30, 2027. –Ryan Crowther

10. Consider approval of Amendment #6 to the Construction Manager/General Contractor (CMGC) Contract with Slayden Constructors, Inc. to add American Rescue Plan Act (ARPA) funding in the amount of \$6,800,767.24 for a new contract total of \$9,888,336.24 for construction of the Brooks-Hopmire Water Improvement Project through December 31, 2026. –Shane Ottosen

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

None.

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

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



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/12/2025

Department: Human Resources

Title: 2025 Project Joy Fundraiser

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

Time Required: 20 minutes Contact: Kathy Bolen Phone: 503-584-7754

Requested Action: Presentation for the official kick-off of the 2025 Project Joy fundraiser.

Issue, Description & Background: Each year, Marion County coordinates Project Joy, an annual fundraiser benefiting Marion County children and families who are involved in the formal child welfare system. Our employees collect holiday toys and gifts for families who are providing temporary care for children and youth who are unable to live with their biological families. The presentation will mark the official kick-off for the 2025 Project Joy fundraiser.
The presentation will include local foster care statistics, a recap of our 2024 fundraising efforts, and an overview and time line for this year's fundraising efforts. The Project Joy coordinator, Erin Hampton, and volunteer Rylie Warren, will join Kathy Bolen to share more about Project Joy's efforts and impact on youth.

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Power Point presentation

Presenter: Kathy Bolen

Department Head Signature: Salvador Llerenas Digitally signed by Salvador Llerenas Date: 2025.10.27 17:08:44 -07'00'



Project JOY

2025

Kathy Bolen, Workforce Development Coordinator

Erin Hampton, Project Joy

Marion County Foster Children - 2024

Reasons Children Enter Foster Care by Federal Fiscal Year (includes all types of foster care)

Removal Reason	FFY 2022		FFY 2023		FFY 2024	
	Number	% of Entrants	Number	% of Entrants	Number	% of Entrants
Neglect (<i>Formerly Neglect Abuse</i>)	1,490	64.6%	1,449	62.5%	1,222	55.4%
Caregiver's Drug Use (<i>Formerly Parent Drug Abuse</i>)	1,112	48.2%	1,191	51.4%	1,072	48.6%
Domestic Violence (<i>Formerly Domestic Violence</i>)	366	15.9%	401	17.3%	354	16.0%
Physical Abuse (<i>Formerly Physical Abuse</i>)	307	13.3%	331	14.3%	286	13.0%
Caregiver's Alcohol use (<i>Formerly Parent Alcohol Abuse</i>)	253	11.0%	247	10.7%	207	9.4%
Inadequate Housing (<i>Formerly Inadequate Housing</i>)	318	13.8%	222	9.6%	184	8.3%
Caregiver's Significant Impairment - Physical/Emotional	149	6.5%	143	6.2%	177	8.0%
Houselessness	112	4.9%	205	8.8%	173	7.8%
Child Behavior Problem (<i>Formerly Child Behavior</i>)	167	7.2%	144	6.2%	154	7.0%



[2024 Child Welfare Data Book](#)

Oregon Department of Human Services

Project JOY

Project Joy Recap - 2024

Marion County employees were able to help

- *30 families*
- *179 children*
- *301 gifts*
- *\$8,165*



Project JOY

Project Joy - 2025

Campaign

November 17th –
December 12th

Gift collection:

December 15th & 16th

Donations:

Wish list items,
diapers, hygiene items,
monetary

Send to:

Marion County
Human Resource
555 Court St. NE,
Suite 4250
Salem, OR 97309

Checks may be made out to:

Oregon Resource
Family Alliance



Project JOY

Project Joy - 2025

Questions:

Kathy Bolen

503-584-7754

kbolen@co.marion.or.us



Project JOY



Project JOY



Project JOY



Project Joy

**"Thank you all so much for the great opportunity to come and bless our family."
Alana G**

**"You all are amazing! Thank you for everything you do."
Chrys F.**

**"Thank you to all who made today possible! What a blessing!!"
Joshua M**



Project JOY



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: November 12, 2025

Department: Clerk's Office

Title: Appointment of Property Value Appeals Board (PVAB) Members

Management Update/Work Session Date: October 28, 2025 Audio/Visual aids

Time Required: 5 Minutes Contact: Cailey Moe Phone: 503-588-3578

Requested Action:
Appoint Bob Riggi and Jennifer Sasaki to the Property Value Appeals Board (PVAB) Chairperson's Pool as Non Office-Holding members and also to the Residents Pool; Appoint George Grabenhorst and Jack Yarbrough to the Residents Pool for terms beginning November 12, 2025 and ending June 30, 2027.

Issue, Description & Background:
The Marion County Property Value Appeals Board (PVAB) provides property owners a means to appeal the assessed value of their property to an independent board of county residents with expertise on property values. PVAB membership is comprised of two pools. Non-office holding members who are appointed to the Chairperson's Pool are eligible to serve as Chair or Vice Chair, and may also be appointed to the Residents Pool.
Bob Riggi and Jennifer Sasaki are qualified, and able to serve Chairperson's Pool and Non Office-Holding Pool. Bob Riggi is able and willing to serve as Chair and Jennifer Sasaki is qualified and able to serve as Vice Chair. George Grabenhorst and Jack Yarbrough are qualified, and able to serve on the Residents Pool.

Financial Impacts:
n/a

Impacts to Department & External Agencies:
n/a

List of attachments:
Board Orders; Applications; PVAB Roster

Presenter:
Cailey Moe

Department Head Signature:
Bill Burgess Digitally signed by Bill Burgess
Date: 2025.10.28 12:49:27 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Appointing)
George Grabenhorst to the Marion County)
Property Value Appeals Board)

ORDER No. _____

This matter came before the Board of Commissioners at its regular public meeting on November 12, 2025 to consider the appointment of George Grabenhorst to the Marion County Property Value Appeals Board; and

IT APPEARING to the Board that it is authorized by ORS 309.067 to appoint persons to the pool of members for the Marion County Property Value Appeals Board and to appoint the Chairperson and Vice-Chairperson for the board, and that George Grabenhorst is a non-office-holding resident of Marion County; now, therefore,

IT IS ORDERED that George Grabenhorst be an appointed member of the Residents' Pool for the Marion County Property Value Appeals Board beginning on November 12, 2025 and ending on June 30, 2027 or until their successors shall be appointed by the Board of Commissioners.

DATED at Salem, Oregon, this 12th day of November 2025.

Marion County Board of Commissioners

Chair

Commissioner

Commissioner

Cc: Clerk
Volunteer Services

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Appointing)
Jack Yarbrough to the Marion County)
Property Value Appeals Board)

ORDER No. _____

This matter came before the Board of Commissioners at its regular public meeting on November 12, 2025 to consider the appointment of Jack Yarbrough to the Marion County Property Value Appeals Board; and

IT APPEARING to the Board that it is authorized by ORS 309.067 to appoint persons to the pool of members for the Marion County Property Value Appeals Board and to appoint the Chairperson and Vice-Chairperson for the board, and that Jack Yarbrough is a non-office-holding resident of Marion County; now, therefore,

IT IS ORDERED that Jack Yarbrough be an appointed member of the Residents' Pool for the Marion County Property Value Appeals Board beginning on November 12, 2025 and ending on June 30, 2027 or until their successors shall be appointed by the Board of Commissioners.

DATED at Salem, Oregon, this 12th day of November 2025.

Marion County Board of Commissioners

Chair

Commissioner

Commissioner

Cc: Clerk
Volunteer Services

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Appointing)
Bob Riggi to the Marion County)
Property Value Appeals Board)

ORDER No. _____

This matter came before the Board of Commissioners at its regular public meeting on November 12, 2025 to consider the appointment of Bob Riggi to the Marion County Property Value Appeals Board; and

IT APPEARING to the Board that it is authorized by ORS 309.067 to appoint persons to the pool of members for the Marion County Property Value Appeals Board and to appoint the Chairperson and Vice-Chairperson for the board, and that Bob Riggi is a non-office-holding resident of Marion County; now, therefore,

IT IS ORDERED that Bob Riggi be an appointed member of the Chairpersons' Pool and Residents' Pool for the Marion County Property Value Appeals Board beginning on November 12, 2025 and ending on June 30, 2027 or until their successors shall be appointed by the Board of Commissioners; and further that Bob Riggi is appointed Chairperson of the Marion County Property Value Appeals Board until June 30, 2027.

DATED at Salem, Oregon, this 12th day of November 2025.

Marion County Board of Commissioners

Chair

Commissioner

Commissioner

Cc: Clerk
Volunteer Services

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Appointing)
Jennifer Sasaki to the Marion County)
Property Value Appeals Board)

ORDER No. _____

This matter came before the Board of Commissioners at its regular public meeting on November 12, 2025 to consider the appointment of Jennifer Sasaki to the Marion County Property Value Appeals Board; and

IT APPEARING to the Board that it is authorized by ORS 309.067 to appoint persons to the pool of members for the Marion County Property Value Appeals Board and to appoint the Chairperson and Vice-Chairperson for the board, and that Jennifer Sasaki is a non-office-holding resident of Marion County; now, therefore,

IT IS ORDERED that Jennifer Sasaki be an appointed member of the Chairpersons' Pool and Residents' Pool for the Marion County Property Value Appeals Board beginning on November 12, 2025 and ending on June 30, 2027 or until their successors shall be appointed by the Board of Commissioners; and further that Jennifer Sasaki is appointed Vice-Chairperson of the Marion County Property Value Appeals Board until June 30, 2027.

DATED at Salem, Oregon, this 12th day of November 2025.

Marion County Board of Commissioners

Chair

Commissioner

Commissioner

Cc: Clerk
Volunteer Services

Note: Information on this page is considered public record and may be made available upon request.

Name: George M. Grabenhorst

City of residence: Salem, Or.

Business information:			
Occupation/business	<u>Realtor</u>		
Business address	<u>4160 Commercial St SE</u>		
City	<u>Salem</u>	, Oregon	Zip code <u>97302</u>
Business telephone	<u>503-588-7395</u>		
Business e-mail	<u>george.grabenhorst@svn.com</u>	Business fax	<u>503-588-7312</u>

I would like to be considered for the Property Value Appeals Board position on the Board (lay or representative designation)
(name of committee, board, council, task force or commission)

The reason I am applying for this appointment is
With 38 years of real state back ground in the Salem area I believe I have a strong back ground in land and improved land values in the mid valley area.

The personal and professional interests that prompted me to apply for this appointment are
I was asked if I may have interest in this board. For professional interest please see the above.

Have you served on any other Marion County board, commission, committee, council, or task force? (If yes, please list)
1. Marion County Planning Comission. 2. _____

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position (include relevant skills, activities, training, and education)
I have worked for 38 years helping Sellers and Buyers buy and sell properties. Alone with that comes a vast knowledge of property values.

What community or school activities, committees or special activities have you participated in?
That list is very long. but some are Marion Co. Planning Commission. SEDCOR, Oregon Asociation of Realtors Gov't affairs committee, volunteer EMT, volunteer Coach for Track and Field at North Salem High School. 30 years as a High School Football referee.

For Internal Use:
Application Rcd by: S. Lintner Dept: HR/VS Date: 08/18/2025

Note: Information on this page is considered public record and may be made available upon request.

Name: Jack R. Yarbrough

City of residence: Keizer, Oregon

Business information:

Occupation/business Yarbrough Enterprises Investigator, land investor & developer

Business address n/a

City Keizer, Oregon Zip code _____ Business telephone _____

Business e-mail _____ Business fax _____

I would like to be considered for the Pool member position on the Board of Property Tax Appeals (lay or representative designation)

(name of committee, board, council, task force or commission)

The reason I am applying for this appointment is

I want to give the citizens of Marion County a knowledgeable voice on property values; I have concerns and interests for the community and its growth. I am proud to live in Marion County for 45+ years; very familiar with property in Marion County and their values; I believe I can be an asset to BoPTA.

The personal and professional interests that prompted me to apply for this appointment are **I frequently purchase, sell and develop property in Marion County. In the past I have been before BoPTA numerous times, and while I may not have received the consideration I was seeking, I always felt I was treated fairly by the members of BoPTA and would like to continue that toward other participants.**

Have you served on any other Marion County board, commission, committee, council, or task force? (If yes, please list)

1. Current member of BoPTA
2. Served on Oregon Board of Investigators

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position (include relevant skills, activities, training, and education)

I am honest, trustworthy and fair; I have good communication skills; knowledgeable of Marion County properties and values; Knowledgeable about all property sales including EFU, residential and commercial.

What community or school activities, committees or special activities have you participated in?
BoPTA

For Internal Use:

Application Rcd by: S. Lintner Dept: HR/VSC Date: Nov. 2, 2022

Jack Yarbrough confirmed in writing that all information is current.

Sherry Lintner, Volunteer Services Coordinator

10/02/2023

Appl confirmed 08/14/2025 S. Lintner



Advisory Board Application

Applicant's Name: **Bob Riggi**
Adv. Board: **Property Value Appeals Board**
City of Residence: **Salem**
Occupation: **Real Estate Broker**
Application Rcd: **August 2, 2025**

Occupation/Business Information:

I am a self employed Principal Real Estate Broker in Salem. Please reference my attached Resume

The reason I am applying:

I have 12+ years' experience on this Board right now. I think that we do a very good job within the limitations of the Hearings.

More about my personal and professional interests:

I am a real estate broker with 26+ years of experience. I look at real market values every day in my work so why not look at property value appeals at the County level?

Tell us more about your community involvement:

See attached resume

Previous board service at Marion County:

See attached resume

Qualifications and Skills:

See attached resume

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: **Jennifer Sasaki**
Adv. Board: **Property Value Appeals Board**
City of Residence: **Salem**
Occupation: **Retired**
Application Rcd: **August 11, 2025**

The reason I am applying:

I have been on the PVAB/BoPTA Board for many years. I feel like I make a difference and would like to continue.

More about my personal and professional interests:

I have an interest in fair hearings for petitioners and the assessor's office. I think this is an important part of the property tax system.

Tell us more about your community involvement:

Previous experience with PVAB and BoPTA before that.

Previous board service at Marion County:

PVAB/BoPTA

Qualifications and Skills:

I have experience with the property tax system, property appraisal methods, and PVAB procedures.

More about yourself and why you are applying:

I'm retired and have the time. I have the knowledge, and experience needed to make fair decisions in hearings. I feel like I make a difference. I would like to continue as a member of PVAB.

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

Property Value Appeals Board (PVAB)

Roster 2025-27

Member	Occupation	City	Joined	Term Expires
George Grabenhorst	Realtor	Salem	2025	6/30/2027
Bob Riggi	Real Estate Broker	Salem	2009	6/30/2027
Jennifer Sasaki	Retired	Salem	2015	6/30/2027
Jack Yarbrough	Land Investor & Developer	Keizer	2016	6/30/2027



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: November 12, 2025

Department: Health & Human Services

Title: Contract for Public Health Medical Director Caroline Grady Castillo

Management Update/Work Session Date: October 28, 2025 Audio/Visual aids

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

Requested Action: Approval of service contract HE-6855-25 with the current Public Health Medical Health Director, Caroline Grady Castillo.

Issue, Description & Background: Contractor will provide Medical Director services to County's Public Health Program. Contractor will also serve a health officer role to promote population based health.

Financial Impacts: \$200,000.00 per year for a total of 3 years which equals \$600,000.00 for the initial term of the contract. Contract may be extended for an additional 2 years.

Impacts to Department & External Agencies: There will be no other financial impacts to any other departments or external agencies.

List of attachments: Contract and HIPAA

Presenter: Wendy Zieker

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

Contract Review Sheet

Contract for Services

HE-6855-25

Title: Public Health Medical Director

Contractor's Name: Caroline Grady Castillo

Department: Health and Human Services

Contact: Diana Lee Adams Hill

Analyst: Chalyce MacDonald

Phone #: (503) 576-4652

Term - Date From: January 1, 2026

Expires: December 31, 2028

Original Contract Amount: \$ 600,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 600,000.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0160 Health Provider Contracts

Description of Services or Grant Award

Contractor will provide Medical Director services to County's Public Health Program. Contractor will also serve a health officer role to promote population based health.

\$200,000 per year for a total of 3 years which equals \$600,000.00 for the initial term of the contract. Contract may be extended for an additional 2 years.

Desired BOC Session Date: 11/12/2025

Contract should be in DocuSign by: 10/22/2025

Agenda Planning Date: 10/30/2025

Printed packets due in Finance: 10/28/2025

Management Update: 10/28/2025

BOC upload / Board Session email: 10/29/2025

BOC Session Presenter(s) Wendy Zieker

Code: Y

REQUIRED APPROVALS

DocuSigned by:

 C5F72231E6F54E3... 10/10/2025
 Finance - Contracts Date

DocuSigned by:

 321AF7275637456... 10/16/2025
 Contract Specialist Date

Signed by:

 60C98A6F708240B... 10/13/2025
 Legal Counsel Date

DocuSigned by:

 DC16351248DE4EC... 10/16/2025
 Chief Administrative Officer Date

**MARION COUNTY
CONTRACT FOR SERVICES
HE-6855-25**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Caroline Grady Castillo, M.D., an independent physician hereinafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to ORS 279A.025 and MCPCR 50-0160 and is a direct award to Caroline Grady Castillo, M.D.

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 January 1, 2026 and after all parties have signed and all required County approvals have been obtained. This Contract expires on **December 31, 2028**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond December 31, 2030.

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
- C. Addendum #1 – Health Insurance Portability and Accountability Act (HIPAA) Business Associate Contract Provisions

3. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$600,000.00**. 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.

4. COMPLIANCE WITH STATUTES AND RULES

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

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

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

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

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

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

Caroline Grady Castillo
cagrady@gmail.com
74 Touchstone
Lake Oswego, OR 97035

To County

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

26. SURVIVAL

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

27. SEVERABILITY

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

28. AMENDMENTS

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

A. Anticipated Amendments

This Contract is anticipated to be amended for the following reasons:

- i. To extend the Contract term and increase the maximum not-to-exceed amount to cover those extension term.
- ii. To adjust the unit pricing or other rate(s) of compensation, set forth in Exhibit A.

B. Unanticipated Amendments

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

29. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- ii. Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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

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

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  DocuSigned by: Ryan Matthews
7D28A787656F458... 10/10/2025

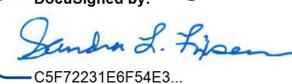
Department Director or designee Date

Authorized Signature:  DocuSigned by: Jan Fritz
DC16351248DE4EC... 10/16/2025

Chief Administrative Officer Date

Reviewed by Signature:  Signed by: Scott Norris
60C98A6F708240B... 10/13/2025

Marion County Legal Counsel Date

Reviewed by Signature:  DocuSigned by: Sandra L. Fippen
C5F72231E6F54E3... 10/10/2025

Marion County Contracts & Procurement Date

CAROLINE GRADY CASTILLO, M.D. SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

This position meets the requirements of ORS 431.418 for a local health department to have a physician to act as a medical director to the medical and paramedical aspects of public health programs. This position also performs a health officer role to promote population-based health. Contractor shall perform Medical Director services as described below.

A. GENERAL INFORMATION. Contractor shall provide skilled medical consultation, oversight and sign standing medical orders for County's Public Health programs up to twenty (20) hours per week as specified in Section 1.B below. In the event of a Public Health emergency, Contractor shall provide up to an additional eight (8) hours per week, for the duration of the emergency and as mutually agreed by both parties.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE

1. Provide clinical consultations and medical direction to public health staff regarding individual cases and outbreaks on-site or by phone, (Sexually Transmitted Infections, Immunizations, , HIV Prevention, Communicable Disease Investigations, Tuberculosis, and Environmental Health) and Bloodborne Pathogens exposures. This includes client visits when medically appropriate.
2. Develops, reviews and approves medical standing orders and/or reviews, recommends revisions, and approves State-developed standing orders for Clinic services (Sexually Transmitted Infections, Immunizations, HIV Prevention), Communicable Disease Investigation, Tuberculosis treatment and case management and Code Blue emergency response.
3. Oversees Public Health pharmacy and laboratory practices and acts as Pharmacy and Laboratory Director.
4. Promotes population health, through maintaining effective relationships with physicians, other clinical providers and organizations and this may include targeted outreach to the medical community.
5. Provides input on public health issues in the department. Upon approval by County, Contractor may be asked to respond to media requests for information.
6. Prescribe and dispense medication, if applicable, according to all rules governed by licensure, Drug Enforcement administration (DEA) requirements and/or supported by professional guidelines, professional publications or as meets the standards of care in the community.
7. Provide documentation that meets Medicare, Medicaid and other contracted insurance requirements in paper or electronic form according to County policies and procedures.

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

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

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$600,000.00**.

- A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor **\$225.00** per hour up to but not in excess of total authorized compensation for completing Services required under this Contract.
- B. **BASIS OF PAYMENT FOR 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.** 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: Health and Human Services
HealthAP@co.marion.or.us
3160 Center St NE
Salem, OR 97301

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

INTRODUCTION

This Addendum to the contract between MARION COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and **Caroline Grady Castillo**, hereinafter called CONTRACTOR is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended.

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

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

NOW THEREFORE, the parties agree as follows:

1. Definitions.

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

and Enforcement Rule, 78 Federal Register 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.

- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.
- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

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

2. Term.

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

3. Limits on Use and Disclosure.

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

4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

a. Statutory Duties.

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

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

(B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation

Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), BUSINESS ASSOCIATE shall consider guidance issued by the Secretary pursuant to Section 13401 (c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

- (2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

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

c. Permissible Requests by Covered Entity.

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

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

- a. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.
- b. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:
 - (1) The disclosure is Required by Law;
 - (2) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;

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

6. BUSINESS ASSOCIATE Obligations:

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

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

7. Obligations of COVERED ENTITY.

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

8. Permissible Requests by COVERED ENTITY.

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

9. Security Assurances, the BUSINESS ASSOCIATE will.

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

10. Termination of Contract.

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

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

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

11. Miscellaneous Provisions.

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

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

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

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

12. Qualified Service Organization Contract Provisions.

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



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting Date: November 12, 2025

Department: Human Resources

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

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

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

Requested Action: Approve the recommendation to uphold the pay grades for class codes #451, Electronics Technician 1, and #452, Electronics Technician 2; establish and adopt the classification of Budget Manager, class code #316; adjust the pay grades upward for class codes #037, Payroll Manager; #081, Program Supervisor; #082, Program Coordinator 2; #084, Program Coordinator 1; #195, Corrections Nurse (RN); #374, Principal Planner; #548, Public Health Worker 3; and #550, Public Health Worker 2; and update all listed classifications.

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

Financial Impacts:

Impacts to Department & External Agencies: The recommendations impact six departments — Community Services, Finance, Health and Human Services, Human Resources, Public Works, and the Sheriff's Office — affecting a total of 39 positions.

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

Presenter: Salvador Llerenas

Department Head Signature: [Handwritten signature]



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

Date: Nov 7, 2025
To: Jan Fritz, Personnel Officer
From: Salvador Llerenas, Chief Human Resources Officer
Re: Recommendation to update classifications and uphold pay grades.

Background Information:

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

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

Discussion:

Functions performed by classification:

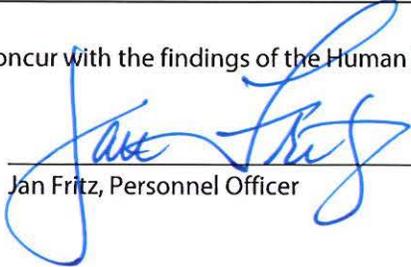
#451 Electronics Technician 1
GENERAL STATEMENT OF DUTIES
Install, repair, and maintain two-way radio and other electronic equipment.

#452 Electronics Technician 2
GENERAL STATEMENT OF DUTIES
Perform routine and complex installation, repair, and service of communications systems and electronic control devices throughout the county. Confer with department officials regarding radio requirements and installation. Confer with and advise municipal incorporated city officials throughout Marion County regarding radio network requirements and installations.

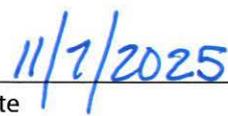
After review, HR found these classifications to be within market.

- Recommendation:**
1. In unit 06, MCEA, uphold the pay grade of class code #451 Electronics Technician 1 at 06.C51.
 2. In unit 06, MCEA, uphold the pay grade of class code 453 Electronics Technician 2 at 06.C53.
 3. Approve recommendation beginning the first pay period following approval by the Board.

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



Jan Fritz, Personnel Officer



Date



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

Date: Nov 6, 2025
To: Jan Fritz, Personnel Officer
From: Salvador Llerenas, Chief Human Resources Officer
Re: Recommendation to establish and adopt the classification of Budget Manager.

Background Information: At the request of the Finance Department, Human Resources (HR) completed a job assessment based on the business needs of the department. As the county does not currently have an existing job classification that meets the business needs of this department, HR worked with the department to develop a new classification titled Budget Manager. This classification has specialized functions that are not well defined in any other classification. From a recruitment standpoint, this new classification is a more accurate reflection of the scope of duties.

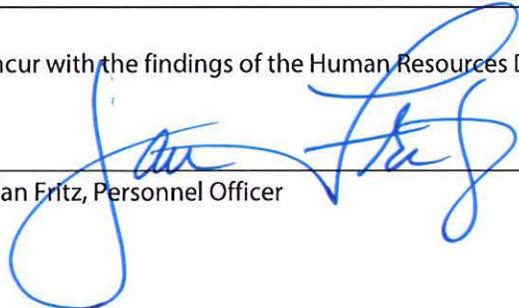
Discussion: Functions performed by classification:

#316, Budget Manager
GENERAL STATEMENT OF DUTIES Manage, plan, and oversee the activities of the of County's Budget within the Finance Department, including development and administration of the county's annual and capital budgets, long-range financial forecasting, and compliance with Oregon Local Budget Law and applicable rules and regulations.

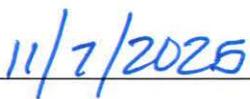
Recommendation: 1. In Unit 2, Non-Represented, establish and adopt the classification of Budget Manager, class code #316, pay grade 02.A31. Under FLSA, positions in this classification are exempt.

2. Approve recommendation beginning the first pay period following approval by the Board.

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



Jan Fritz, Personnel Officer



Date



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

Date: Oct 24, 2025

To: Jan Fritz, Personnel Officer

From: Salvador Llerenas, Chief Human Resources Officer

Re: Recommendation to update eight classifications and adjust pay grades upward.

Background Information:

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

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

Discussion:

Functions performed by classification:

#037 Payroll Manager GENERAL STATEMENT OF DUTIES Manage staff and operations of the county's centralized payroll system ensuring system functionality and compliance with all applicable laws, regulatory agencies, and collective bargaining agreements. Design and implement payroll policy and procedures for all county departments; work with management in Information Technology and Human Resources on implementing compensation and policy changes, updates, and modifications; and analyze output for accuracy. Responsible for managing the accounting, recording, monitoring, and reporting of all payroll-related accounts, including salary expenses and withholdings.

#081 Program Supervisor GENERAL STATEMENT OF DUTIES Manages a mid-size program within a division, including supervision of program staff, development of programs and policies, and management of program budget.

#082 Program Coordinator 2 GENERAL STATEMENT OF DUTIES Perform research, planning, design, development, implementation, monitoring and evaluation of complex department or countywide programs, projects or grants. Recommend appropriate courses of action based on extensive evaluation and analysis of respective program effectiveness. Fulfill the primary responsibility of coordinating and monitoring of resources to improve the quality of client services.

#084 Program Coordinator 1 GENERAL STATEMENT OF DUTIES Perform a variety of technical and professional tasks related to the development, operations, and monitoring of a department or county wide programs that includes actively participating on special task forces and community boards or committees.

#195, Corrections Nurse GENERAL STATEMENT OF DUTIES Serve as a professional nurse in the county corrections facility; perform a variety of nursing duties in a correctional setting, exercising considerable independent judgment in all aspects of the medical program; perform physical examinations of adults in custody (AIC) and treat or refer them appropriately; dispense or provide for dispensing of medications under the direction of a licensed physician.

#374, Principal Planner GENERAL STATEMENT OF DUTIES Ensure that county long-range and current land use policies and regulations are updated and administered in a manner consistent with state law, the rules



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

of the state Land Conservation and Development Commission, and the policies and decisions of the Marion County.

#548 Public Health Worker 3 GENERAL STATEMENT OF DUTIES Assures the health and social service needs of a specific population are being met primarily through community outreach, visits to other agencies, and direct contact with allied health provider offices. In partnership with a health professional, assists with case management functions. Provides information and education on health related issues.

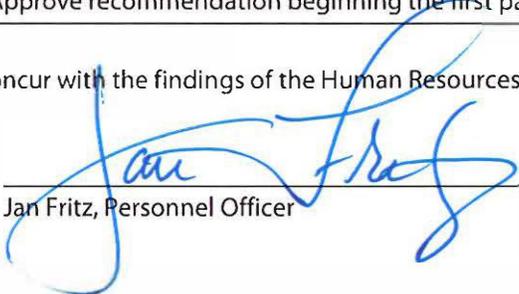
#550 Public Health Worker 2 GENERAL STATEMENT OF DUTIES Assures the health and social service needs of a specific population are being met primarily through clinic visits, and visits to other agencies and social services resources; refers clients to appropriate resources, advocating to obtain required services as necessary, and providing information and education on health-related issues.

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

Recommendation:

1. Class Code #037 Payroll Manager, in Unit 02, Non-Represented, adjust pay grade upward from 02.A30 to 02.A31.
2. Class Code #081 Program Supervisor, in Unit 02, Non-Represented, adjust pay grade upward from 02.A26 to 02.A27.
3. Class Code #082 Program Coordinator 2, in Unit 06, MCEA, adjust pay grade upward from 06.C24 to 06.C54.
4. Class Code #084 Program Coordinator 1, in Unit 06, MCEA, adjust pay grade upward from 06.C50 to 06.C51.
5. Class Code #195, Corrections Nurse (RN), in Unit 05, MCLEA, adjust pay grade upward from 05.D23 to 05.D24.
6. Class Code #374, Principal Planner, in Unit 13, Non-Represented, Re-Designate to Unit 02, Non-Represented, and adjust pay grade upward, from 13.G28 to 02.A29.
7. Class Code #548 Public Health Worker 3, in Unit 06, MCEA, re-title to Public Health Worker, Senior and adjust pay grade upward, from 06.C46 to 06.C48.
8. Class Code #550 Public Health Worker 2, in Unit 06, MCEA, re-title to Public Health Worker and adjust pay grade upward, from 06.C44 to 06.C46.
9. Approve recommendation beginning the first pay period following approval by the Board.

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


 Jan Fritz, Personnel Officer


 Date

Contract Review Sheet

Contract for Services

JV-6892-25

Title: **Juvenile Detention Door Controller replacement**

Contractor's Name: **Securitas Security Services USA, Inc.**

Department: **Juvenile Department**

Contact: **Brianna Sloane**

Analyst: **Sandra Fixsen**

Phone #: **(503) 576-4620**

Term - Date From: **upon signatures**

Expires: **November 30, 2026**

Original Contract Amount: \$ **173,102.96** Previous Amendments Amount: \$ **-**

Current Amendment: \$ **-** New Contract Total: \$ **173,102.96** Amd% **0%**

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: **10-0400 Cooperative** Cooperative# **121024-SCS**

Description of Services or Grant Award

Replacing security door lock panels and wiring at the Juvenile Department Center using Sourcewell Cooperative agreement.

Desired BOC Session Date: **11/12/2025** Contract should be in DocuSign by: **10/22/2025**

Agenda Planning Date: **10/30/2025** Printed packets due in Finance: **10/28/2025**

Management Update: **10/28/2025** BOC upload / Board Session email: **10/29/2025**

BOC Session Presenter(s) _____ Code: **Y**

REQUIRED APPROVALS

DocuSigned by:

 C5E72234E6E54E3... 11/6/2025
 Finance - Contracts _____ Date

Contract Specialist _____ Date

Signed by:

 60C08A6F708248D... 11/6/2025
 Legal Counsel _____ Date

Chief Administrative Officer _____ Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/12/2025

Department: Public Works

Title: Recycling Modernization Act (MRA) Primary Funding Agreement

Management Update/Work Session Date: 11/19/2025 Audio/Visual aids

Time Required: 10 minutes Contact: Brian May Phone: 503-365-3147

Requested Action:
Approve Contract PW-6781-25, the Primary Funding Agreement (PFA) between Marion County and Circular Action Alliance Oregon LLC (CAA Oregon) in the amount of \$3,000,000.00 for recycling modernization services under the Oregon Plastic Pollution and Recycling Modernization Act.

Issue, Description & Background:
This Primary Funding Agreement outlines the terms under which Circular Action Alliance Oregon LLC (CAA Oregon), a DEQ-approved Producer Responsibility Organization PRO), will administer funds to Marion County for recycling-related expenses under Oregon law.

Financial Impacts:
This agreement allows CAA Oregon to disburse up to \$3,000,000 in approved reimbursements to Marion County for expenses related to expanding recycling access under the Recycling Modernization Act.

Impacts to Department & External Agencies:

List of attachments:
Contract PW-6781-25

Presenter:
Brian May

Department Head Signature:
Brian Nicholas Digitally signed by Brian Nicholas
Date: 2025.10.24 11:58:15 -07'00'

Contract Review Sheet

Contract for Services

PW-6781-25

Title: Primary Funding Agreement (PFA) with Circular Action Alliance (CAA)

Contractor's Name: Circular Action Alliance Oregon LLC

Department: Public Works Department

Contact: Nick Price

Analyst: Kathleen George

Phone #: (503) 588-5036

Term - Date From: Execution

Expires: December 31, 2027

Original Contract Amount: \$ 3,000,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 3,000,000.00

Amd% 0%

Incoming Funds

Federal Funds

Reinstatement

Retroactive

Amendment greater than 25%

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

Department

Description of Services or Grant Award

This Primary Funding Agreement outlines the terms under which Circular Action Alliance Oregon LLC (CAA Oregon), a DEQ-approved Producer Responsibility Organization, will provide funding to Marion County. CAA Oregon is authorized to disburse up to \$3,000,000 in approved reimbursements. The funds will support expenses related to expanding recycling access in accordance with Oregon law.

Desired BOC Session Date: 11/12/2025

Contract should be in DocuSign by: 10/22/2025

Agenda Planning Date: 10/30/2025

Printed packets due in Finance: 10/28/2025

Management Update: 10/28/2025

BOC upload / Board Session email: 10/29/2025

BOC Session Presenter(s) Brian May

Code: Y

REQUIRED APPROVALS

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

PRIMARY FUNDING AGREEMENT

This Primary Funding Agreement (the “**Agreement**”) governs the disbursement of funds by Circular Action Alliance Oregon LLC, (“**CAA Oregon**”) to the undersigned (“**Recipient**,”) as of the later of (i) the date on which CAA Oregon’s final Oregon Program Plan is approved by DEQ or (ii) the date on which it is fully executed by the Parties (the “**Effective Date**”). CAA Oregon and Recipient may be referred to individually as a “**Party**” or collectively as “**Parties**.”

BACKGROUND

- A. CAA Oregon, or its assignee in accordance with Section 7(h) below, has been approved as a producer responsibility organization (“**PRO**”) by Oregon’s Department of Environmental Quality (“**DEQ**”) pursuant to the Plastic Pollution and Recycling Modernization Act, ORS 459A, and OAR 340-090.
- B. CAA Oregon is a voluntary, private nonprofit 501(c)(3) organization focused on helping producers comply with extended producer responsibility laws by delivering harmonized services and working with governments, businesses and communities to reduce waste and recycle more.
- C. In furtherance of producers of recyclable materials sold or distributed in Oregon helping to finance the management of, and ensure an environmentally sound stewardship program for, their products, CAA Oregon is responsible for administering a program of funding and reimbursement of certain expenses related to the expansion of access to recycling services in Oregon.
- D. In its October 4, 2024, update to the Local Government Opportunity to Recycle Requirements informational document, DEQ advised local governments seeking compensation from a PRO to enter into a formal agreement with the PRO.
- E. Recipient, pursuant to a funding application submitted to CAA Oregon, desires payment or reimbursement for certain expenses for which it may be eligible to receive from CAA Oregon in accordance with Applicable Law, as defined herein.

Therefore, the Parties agree as follows:

1. Disbursements.

a. Subject to the terms of this Agreement, CAA Oregon shall disburse approved funding to Recipient for expenses that are eligible for reimbursement pursuant to Oregon Revised Statutes (ORS) Chapter 459A, Oregon Administrative Rules (OAR) Chapter 340-090, and all other rules and regulations promulgated pursuant thereto, as amended from time to time (“**Applicable Law**”), including without limitation ORS 459A.890 (“**Eligible Expenses**”). In the event of a change in Applicable Law, eligibility shall be determined in accordance with Applicable Law at the time the reimbursement was requested except to the extent that the change in Applicable Law requires otherwise. In order to receive funds for an Eligible Expense,

Recipient shall submit requests for compensation including the applicable addendum or addenda for the type(s) of reimbursement sought (each, a “**Funding Request**”) in accordance with this Agreement and the instructions set forth on CAA Oregon’s website. Recipient may include multiple requests for Eligible Expenses within a single Funding Request, and may submit a maximum of one Funding Request once every calendar month. Recipient shall submit reimbursement requests in a reasonably timely manner and in accordance with procedures and timelines set forth on CAA Oregon’s website. Delays in submittal of reimbursement requests may result in processing delays and may affect the timing and funding of reimbursement distributions.

b. CAA Oregon shall only make disbursements for reasonable Funding Requests made for Eligible Expenses. CAA Oregon will review Funding Requests and determine in its reasonable discretion whether a particular request for funding is: (i) for reasonably necessary Eligible Expenses; and (ii) a cost-effective solution to meet Recipient’s need. Recipient is responsible for submitting complete and accurate Funding Requests for Eligible Expenses. Recipient understands and acknowledges that incomplete or inaccurate Funding Requests or requests for funding that are not for Eligible Expenses may delay or prevent payment. If a Funding Request contains, in CAA Oregon’s reasonable determination, both Eligible Expenses and ineligible expenses, or a request for funds that is not a reasonable solution to meet Recipient’s need, CAA Oregon may remit payment for Eligible Expenses and withhold the remainder of the funds requested.

c. CAA Oregon shall make disbursements for a Funding Request only if it is obligated to do so under Applicable Law and as specifically required by the currently applicable Program Plan approved by DEQ. CAA Oregon shall not make disbursements to Recipient before or after it is obligated to do so under Applicable Law and as specifically required by the currently applicable Program Plan approved by DEQ. CAA Oregon’s obligation to make disbursements for a Funding Request is conditioned upon Recipient’s full and complete compliance with its obligations under this Agreement and each Funding Request.

2. Use of Funds.

a. Recipient shall use funds disbursed in connection with a Funding Request only for the Eligible Expenses approved in the applicable Funding Request. Recipient represents and warrants to CAA Oregon that the use of funds for such Eligible Expenses, or the purchase and/or use of such Eligible Expenses, as applicable, shall comply with Applicable Law. Recipient further represents and warrants to CAA Oregon that Recipient, including any act or omission of Recipient, will comply with all federal, state, and local laws applicable to Recipient’s receipt and use of such funds.

b. If Recipient receives funds related to an Eligible Expense that are not used for such Eligible Expense, Recipient will remit such unused funds to CAA Oregon in accordance with OAR 340-090-0810. Without limiting the generality of the foregoing, if Recipient expends funds received for an Eligible Expense on an ineligible expense, Recipient shall immediately remit an equivalent amount to CAA Oregon.

c. If Recipient receives funds related to an Eligible Expense and also submits the same Eligible Expense to another PRO or other source of reimbursement, Recipient will immediately remit all funds provided to Recipient by CAA Oregon related to such Eligible Expense to CAA Oregon, and CAA Oregon may at its discretion withhold any further funding related to such Eligible Expense.

d. Any asset(s) purchased by Recipient as Eligible Expenses in accordance with this Agreement must remain in use in the following jurisdictions to be eligible for funding in accordance with this Agreement and any applicable addenda hereto [please indicate the city or county in which the assets will be used]:

Marion County, Oregon (the “**Jurisdictions**”).

In the event that Recipient or its service provider, contractor, subcontractor, agent, or representative, removes the any such asset(s) from use in the Jurisdictions, Recipient shall immediately reimburse CAA Oregon in full for any funds provided by CAA Oregon that were used to purchase such asset(s) under this Agreement; provided that Recipient may remove the asset from service on a temporary basis for ordinary repair or maintenance.

3. Reporting; Records; No Confidentiality; Ownership.

a. Recipient shall promptly report to CAA Oregon all information reasonably requested by CAA Oregon, including (i) any information CAA Oregon may reasonably require to comply with its annual reporting requirements under ORS 459A.887, and (ii) any reasonably related information to substantiate that funding was used for the Eligible Expense for which it was disbursed. Without limiting the generality of the forgoing, Recipient shall timely report to CAA Oregon (i) upon completion of a project for which CAA Oregon disbursed funding for Eligible Expenses, and (ii) the status of incomplete projects for which CAA Oregon disbursed funding for Eligible Expenses.

b. For seven years after the submission of a Funding Request, Recipient shall maintain all records necessary to substantiate the expenses for which funding was requested. Upon at least 10 business days’ notice to Recipient, CAA Oregon or its authorized representative may, at its own expense, conduct audits of Recipient’s records during Recipient’s regular business hours for the purpose of (i) satisfying its obligations under Applicable Law or (ii) substantiating that funding was used for the Eligible Expense for which it was disbursed. Recipient shall take reasonable efforts to cooperate with CAA Oregon in conducting such audits. In the event that CAA Oregon’s audit reveals that Recipient used funds for an ineligible expense, Recipient shall reimburse CAA Oregon for its costs to conduct the audit within thirty (30) days of the conclusion of the audit.

c. Recipient acknowledges that CAA Oregon is required by Applicable Law to provide certain information to governmental authorities as part of its reporting obligations under Applicable Law. As such, Recipient shall have no expectation of confidentiality with respect to information reported to CAA Oregon pursuant to this Agreement and applicable addenda. Recipient represents and warrants that it rightfully owns all information that it discloses and that it is not prohibited from disclosing such information under any legal, contractual, fiduciary, or

other similar obligation.

d. As required by and in accordance with Applicable Law, CAA Oregon may, from time to time, prepare reports or other documents that contain information reported to CAA Oregon pursuant to this Agreement and applicable Addenda, or which contain content synthesized from such information. CAA Oregon shall be the sole owner of all intellectual property rights pertaining to such reports or other documents, including all derivative works thereof, free of royalties or other charges, to publish or use at any time, in whole or in part. To the extent such reports contain Recipient's information, Recipient grants CAA Oregon a non-exclusive, royalty free, fully-paid, worldwide license to publish or use Recipient's information at any time, in whole or in part.

4. Term; Termination.

a. This Agreement shall remain in force through December 31, 2027 (the "**Initial Term**"); provided that the Agreement may be extended past the Initial Term by written agreement signed by both Parties (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") unless otherwise terminated in accordance with this Agreement.

b. Either Party may terminate this Agreement by giving notice to the other Party no less than 60 days before the end of a Term. Such termination will be effective at the end of the then-current Term; provided that any then-outstanding Funding Requests or portions thereof shall continue to be governed by this Agreement until full and final adjudication.

c. CAA Oregon may terminate this Agreement immediately upon notice to Recipient if, at any time after the Effective Date, CAA Oregon does not have a producer responsibility program plan that is in force and approved by DEQ, or if CAA Oregon is otherwise not subject to the obligations of a PRO under Applicable Law.

d. If Recipient breaches any of its obligations, representations, or warranties under this Agreement, Recipient shall have thirty (30) days or such other time as the Parties may agree in writing, to cure any such breach. In the event Recipient fails to cure such breach in accordance with this section, CAA Oregon shall be entitled to suspend funding Recipient's Eligible Expenses under Applicable Law, without further notice, until the breach is cured.

5. Indemnification; LIMITATION OF LIABILITY; NO WARRANTIES.

a. Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, Recipient hereby agrees to defend, indemnify and hold harmless CAA Oregon (including its parent and any subsidiaries or affiliates) and CAA Oregon's officials, directors, officers, agents, employees and volunteers (the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, "**Claims**") arising out of or relating to Recipient's receipt or use of funds or CAA Oregon's denial thereof, by whomever made, sustained, incurred, brought or prosecuted, including without limitation third party bodily injury (including death), personal injury and property damage, contamination or pollution of soil, water, groundwater, air, or other

environmental medium, fines or civil penalties, that in any way relate to, are based upon, occasioned by or attributable to any acts or omissions of Recipient, its service providers, contractors, subcontractors or Recipient's directors, officers, agents, employees, volunteers, or other party for whose conduct Recipient may be legally liable or responsible, including any breach or non-fulfillment of any representation, obligation, or covenant under this Agreement by Recipient, or any failure by Recipient to comply with any Applicable Law. Recipient is not obligated to indemnify and hold harmless an Indemnified Party to the extent that such Claims arise solely from the gross negligence or willful misconduct of any Indemnified Party. The obligations contained in this paragraph shall survive the termination or expiry of this Agreement. During the Term and for five years thereafter, Recipient shall maintain insurance or other financial resources that are sufficient, in CAA Oregon's reasonable discretion, to timely and fully fund all of Recipient's obligations under this section.

b. EXCEPT FOR CLAIMS FOR INDEMNITY PURSUANT TO SECTION 5(A) ABOVE, (i) EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING FROM ANY ACT OR OMISSION RELATED TO A FUNDING REQUEST SHALL BE LIMITED TO THE AMOUNT OF SUCH FUNDING REQUEST; AND (ii) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

c. CAA OREGON MAKES NO WARRANTIES OR REPRESENTATIONS AND DISCLAIMS ALL LIABILITY WITH RESPECT TO ASSETS PURCHASED PURSUANT TO FUNDING REQUESTS. CAA OREGON'S APPROVAL OF A FUNDING REQUEST OR DISBURSEMENT OF FUNDS MEANS ONLY THAT CAA OREGON HAS DETERMINED THAT THE RELEVANT EXPENSES ARE ELIGIBLE FOR FUNDING, AND DOES NOT CONSTITUTE AN ENDORSEMENT, JUDGEMENT, OR OTHER DECISION AS TO CONDITION OR FITNESS FOR ANY PURPOSE. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL REPRESENTATIONS AND WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

6. Dispute Resolution.

a. In the event of a dispute arising out of or relating to a Funding Request, including the interpretation, scope, or breach thereof or the extent of the Parties' obligations under a Funding Request or Applicable Law (a "**Dispute**"), the Parties shall endeavour to reach a resolution of the Dispute satisfactory to both Parties. Either Party may commence such process by requesting a meeting with the other Party, which may take place in person, or remotely. Each Party shall nominate a representative who shall meet to try to resolve the Dispute.

b. If the Dispute is not resolved within 90 days of the meeting request, then:

i. The Dispute may, at either Party's request, be referred to mediation in accordance with CAA Oregon's final Oregon Program Plan, and informal negotiations need not continue. Either Party may initiate the mediation process by

giving notice in writing, requesting mediation, to the other Party (a “**Mediation Notice**”).

ii. If there is any aspect of the form or conduct of the mediation on which the Parties cannot agree within ten (10) days from the date of delivery of the Mediation Notice, the mediation panel shall, at the request of either Party, decide that point, having first made reasonable efforts to consult with each of the Parties on the issue.

iii. The mediation shall start not later than thirty (30) days from the date of delivery of the Mediation Notice. The mediation shall be governed by the substantive law of the State of Oregon. Each Party will bear its own costs and expenses of its participation in the mediation.

c. If either Party refuses or fails to participate in the mediation process or if a resolution of the Dispute is not reached within ninety (90) days from delivery of the Mediation Notice, any action, controversy, lawsuit, or claim arising out of or relating to a Dispute, shall be resolved by binding arbitration. In the absence of any mutual agreement by the Parties, the seat of arbitration shall be Portland, Oregon, and shall be conducted in accordance with the then effective JAMS arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and expenses, including attorney's fees, and an equal share of the arbitrator's fees and any administrative fees of arbitration. The decision of the arbitrator(s) shall be final and binding on the Parties, and the Parties waive any right to appeal the decision, to the extent a waiver can be made under applicable law. Notwithstanding the foregoing, nothing in this Section 6 shall limit the ability of a Party to seek injunctive relief from a court of competent jurisdiction ordering compliance with the Agreement or enjoining and restraining the continuation of a breach of the Agreement.

7. Miscellaneous.

a. Relationship of the Parties. Recipient shall have no power or authority to bind CAA Oregon or to assume or create any obligation or responsibility, express or implied, on behalf of CAA Oregon. Recipient shall not hold itself out as an agent, partner or employee of CAA Oregon. Nothing in the Agreement shall have the effect of creating an employment, partnership or agency relationship between CAA Oregon and Recipient or any of Recipient's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors. Recipient acknowledges that CAA Oregon is a private nonprofit entity and not a governmental entity or functional equivalent of a governmental entity.

b. Entire Agreement. This Agreement, together with the addenda and attachments hereto, embodies the entire agreement between the Parties with regard to the funding of Eligible Expenses and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the Parties at the Effective Date.

c. Severability. If any term or condition of the Agreement, or the application thereof to the Parties or circumstances, is to any extent invalid or unenforceable as determined by a court

of competent jurisdiction, the remainder of the Agreement, and the application of such term or condition to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby to the maximum extent permitted by applicable law.

d. **Failure to Enforce Not a Waiver.** Any failure by CAA Oregon to insist in one or more instances upon strict performance by Recipient of any of the terms or conditions of the Agreement shall not be construed as a waiver by CAA Oregon of its right to require strict performance of any such terms or conditions, and the obligations of Recipient with respect to such performance shall continue in full force and effect. Any waiver must be given in writing by a duly authorized representative of CAA Oregon.

e. **Changes by Written Amendment Only.** Any changes to the Agreement shall only be by written amendment signed by the Parties. No changes shall be effective or shall be carried out in the absence of a written amendment.

f. **Force Majeure.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control (a “**Force Majeure Event**”). The Parties agree that force majeure events shall include adverse weather conditions; civil disturbances, riots, war, rebellion, sabotage and atomic or nuclear incidents; fire; flood; natural disasters; shutdown resulting from investigation by government authorities (provided such shutdown is not as a result of the acts or omissions of the Party claiming a Force Majeure Event); court or governmental order (provided such order is not as a result of the acts or omissions of the Party claiming a Force Majeure Event), including without limitation a delay or suspension the Program Plan or statutory regime under which the Program Plan is effective; labor disputes; utilities outages or curtailments (including electricity system outages); epidemics or pandemics (including government mandated quarantines); changes in Applicable Law; or lack of funding due to nonpayment of membership fees in the form of producer fees or other fees owed to CAA Oregon. If a Party seeks to excuse itself from its obligations under the Agreement due to a force majeure event, that party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

g. **Notices.** Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed in accordance with the contact information provided by each Party beneath their signature block. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five business days after such notice is mailed; or (b) in the case of personal delivery, upon receipt; or (c) in the case of email, upon receipt of a “read receipt.” In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

h. **Assignment.** The rights and obligations of Recipient may not be assigned, transferred, or delegated without the prior written consent of CAA Oregon, which shall not be unreasonably withheld. CAA Oregon may assign, transfer, or delegate, in whole or in part, this Agreement or any of its rights or obligations under this Agreement without prior written consent of Recipient to an entity that controls, is controlled by, is affiliated with, or is under common control with, CAA Oregon.

i. Authority. Recipient represents and warrants to CAA Oregon that the person signing this Agreement on Recipient's behalf is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of Recipient. Recipient further represents and warrants to CAA Oregon that the execution and delivery of the Agreement and the performance of Recipient's obligations hereunder have been duly authorized by Recipient and that the Agreement is a valid and legal agreement binding Recipient and enforceable in accordance with its terms.

j. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its or any other jurisdiction's conflicts of laws principles.

k. Counterparts. The Agreement may be executed in several counterparts, all of which taken together shall constitute one agreement binding upon the Parties.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

CIRCULAR ACTION ALLIANCE OREGON LLC

By: _____
Kim Holmes
Title: Oregon Executive Director
Date: _____
Address: c/o Corporation Service Company
251 Little Falls Drive
Wilmington, New Castle County
Delaware 19808
Email: legal@circularaction.org

With a copy to:

Miller Nash LLP
Attn: Will Rasmussen
1140 SW Washington St, Suite 700
Portland, Oregon 97205
E-mail: William.rasmussen@millernash.com

RECIPIENT:

(See attached Marion County Signature Page)

[ENTITY NAME]

By: _____
Name: _____
Title: _____
Date: _____
Address: _____

Email: _____

Approved as to form: _____

**SIGNATURE PAGE FOR
PRIMARY FUNDING AGREEMENT
PW-6781-25**

between

MARION COUNTY and CIRCULAR ACTION ALLIANCE OREGON LLC

**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 _____

CIRCULAR ACTION ALLIANCE OREGON LLC SIGNATURE

Authorized Signature: _____
Date _____

Title: _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/12/2025

Department: Sheriff's Office

Title: 25-27 Justice Reinvestment Program Grant Agreement

Management Update/Work Session Date: 10/28/25 Audio/Visual aids

Time Required: 5 minutes Contact: Laura Shaver Phone: x3258

Requested Action:
Staff recommends the Board approve the grant agreement with the Oregon Criminal Justice Commission (CJC) for incoming funds in the amount of \$5,504,640.00 to support Marion County Justice Reinvestment programs through November 30, 2027.

Issue, Description & Background:
The Oregon Criminal Justice Commission (CJC) provides Justice Reinvestment Program (JRP) grant funds for counties to plan, implement, and/or expand initiatives that assess individuals and provide a continuum of community-based sanctions, services, and programs to reduce recidivism and state prison usage, while maintaining public safety and accountability. The JRP consists of two grants: a formula grant and a competitive grant. No less than 10% of awarded grant funds are also distributed to community-based nonprofit organizations providing victim services.

Financial Impacts:
Grant funds are awarded as follows:
Formula grant funds: \$4,251,518.71
Competitive grant funds: \$687,997.16
Victim Services funds: \$565,124.13

Impacts to Department & External Agencies:
Total incoming funding: \$5,504,640.00

List of attachments:
25-27 grant agreement, BOC agenda review form, CRS, request for contract approval

Presenter:
Commander Mike Hartford

Department Head Signature:
Jay Bergman
A8380599C85D420...

Contract Review Sheet

Intergovernmental Agreement

SO-6879-25

Title: 25-27 Criminal Justice Commission Justice Reinvestment Program

Contractor's Name: Oregon Criminal Justice Commission

Department: Sheriff's Office

Contact: Laura Shaver

Analyst: Sandra Fixsen

Phone #: (503) 588-5094

Term - Date From: July 1, 2025

Expires: November 30, 2027

Original Contract Amount: \$ 5,504,640.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 5,504,640.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: Not Applicable (Incoming Funds)

Description of Services or Grant Award

The Oregon Criminal Justice Commission (CJC) provides Justice Reinvestment Program (JRP) grant funds for counties to plan, implement, and/or expand initiatives that assess individuals and provide a continuum of community-based sanctions, services, and programs to reduce recidivism and state prison usage, while maintaining public safety and accountability. The JRP consists of two grants: a formula grant and a competitive grant. No less than 10% of awarded grant funds are also distributed to community-based nonprofit organizations providing victim services.

Desired BOC Session Date: 11/12/2025 Contract should be in DocuSign by: 10/22/2025

Agenda Planning Date: 10/30/2025 Printed packets due in Finance: 10/28/2025

Management Update: 10/28/2025 BOC upload / Board Session email: 10/29/2025

BOC Session Presenter(s) Commander Mike Hartford Code: Y

REQUIRED APPROVALS

DocuSigned by:
Sandra L. Fixsen
10/20/2025
Finance - Contracts Date

Signed by:
Laura Shaver
10/22/2025
Contract Specialist Date

Signed by:
Scott Norris
10/21/2025
Legal Counsel Date

DocuSigned by:
Jan Fritz
10/21/2025
Chief Administrative Officer Date

REQUEST FOR AUTHORIZATION OF CONTRACT SO-6879-25

Date: 10/15/2025
To: Chief Administrative Officer
Cc: Contract File
From: Laura Shaver

I. Subject: Retroactive

The Marion County Sheriff's Office is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Oregon Criminal Justice Commission for the 25-27 Justice Reinvestment Program with a value of \$5,504,640 and will be effective retroactive to July 1, 2025 upon approval.

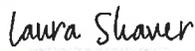
- A. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

This agreement is written by the Criminal Justice Commission (CJC) through the State of Oregon in line with the State's fiscal biennium and brief application period. This agreement was received from the CJC on October 15, 2025.

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

This may continue to happen every two years as we coordinate State and County agreements with the County's fiscal year and State fiscal biennium.

Submitted by:

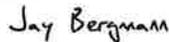
Signed by:

90FF34BB99CE436...
Laura Shaver
Sheriff's Office

Reviewed by:

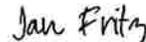
DocuSigned by:

CSF72231E6F54E3...
Contracts & Procurement

Acknowledged by:

DocuSigned by:

A8360589C95D420...
Department Head

Acknowledged by:

DocuSigned by:

DC16351248DE4EC...
Jan Fritz, CAO

**JRP-27-22 GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT PROGRAM**

Agreement Number: JRP-27-22

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Marion County** (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence of each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$5,504,640

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$1,376,160 by November 30, 2025;
- (2) \$1,376,160 by March 31, 2026;
- (3) \$1,376,160 by September 30, 2026; and

(4) \$1,376,160 by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Justice Reinvestment programs (the “Project”). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC (“Eligible Costs”). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement’s terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent

any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT
--

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
 - (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this

Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents 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 the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to provide Grant funds or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) 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 CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient 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 CJC on the one hand and of Recipient 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient 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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC 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 Recipient on the one hand and of CJC 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to

the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

MARION COUNTY

By: Ryan Keck
Ryan Keck, Interim Executive Director

By: See Marion County Signature Page

Date: 10/13/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 9/29/25
Nina Englander, Senior Assistant Attorney General

**SIGNATURE PAGE FOR
25-27 CRIMINAL JUSTICE COMMISSION JUSTICE REINVESTMENT PROGRAM
SO-6879-25**

**between
MARION COUNTY and OREGON CRIMINAL JUSTICE COMMISSION**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:
Jay Bergmann
AA36D599C95D420 10/20/2025
Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz
DC163512489E4EC... 10/21/2025
Chief Administrative Officer Date

Reviewed by Signature: Signed by:
Scott Norris
69C98A6F708240B... 10/21/2025
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
Sandra L. Lyman
C6F72231E6F54E3... 10/20/2025
Marion County Contracts & Procurement Date

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through
its Criminal Justice Commission

Grant Administrator: Lindsey Cullins

Telephone: (503) 302-1990

Email: lindsey.cullins@cjc.oregon.gov

Recipient

Marion County
100 High St NE
Salem, OR 97301

Contact: Jay Bergmann

Telephone: (503) 540-8084

Email: jbergmann@co.marion.or.us

Project Description:

The Justice Reinvestment Program supports Oregon counties in fulfilling the requirements of House Bill 3194 (2013), specifically to plan, implement, and expand initiatives that establish a process to assess individuals and provide a continuum of community-based sanctions, services, and programs.

The goals of CJC’s Justice Reinvestment Program include:

- Reducing recidivism through evidence-based practices while protecting public safety and holding individuals accountable; and
- Decreasing prison utilization for property, drug, and driving offenses while protecting public safety and holding individuals accountable.

This Grant requires the Recipient to:

- Base implementation of its Project on existing research and evidence-based practices for reducing recidivism; and
- Distribute no less than 10 percent of Grant funds awarded to community-based nonprofit organizations that provide services to victims of crime, with priority given to culturally specific organizations and culturally responsive services.

Recipient shall use Grant funds to maintain and/or expand local Justice Reinvestment strategies that provide an alternative to incarceration for eligible property, drug, and driving offenses, and support work toward the goals stated above. Specifically, Recipient shall use Grant funds to operate the following community-based supervision, sanctions, and services strategies: Downward Departure, Reentry, Treatment Court, Housing, Drug and Alcohol Treatment, and Gender Responsive Supervision. The County is also receiving funds specific to operating their downward departure grant program for the same purposes and goals.

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must submit to CJC annual victim services reports on July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through CJC’s grant administration system and contain all the requested data.

1. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Grant funds spent during the prior calendar quarter, with brief description; and
 - b. Any other Project information as CJC may reasonably request.

2. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient’s progress in meeting the Project’s objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

3. CJC Annual Victim Services Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient’s progress in providing services to victims of crime during the twelve-month period preceding the report date.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: November 12, 2025

Department: Sheriff's Office

Title: 2025-27 Biennial State Plan

Management Update/Work Session Date: Tuesday, October 28, 2025 Audio/Visual aids

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

Requested Action: Staff recommends approving the incoming funds intergovernmental agreement with the Oregon Department of Corrections (DOC) in the amount of \$29,216,848.00 for expenses related to Community Corrections supervision/services retroactive from July 1, 2025, through June 30, 2027.

Issue, Description & Background: The county will receive funds from the DOC for the 25-27 biennium. The DOC disburses corrections funds to county for assuming responsibility of correctional supervision/services and meeting the goals for community corrections in Oregon.

Financial Impacts: \$29,216,848.00 incoming funds through June 30, 2027.

Impacts to Department & External Agencies: The funds received from this agreement will be applied to expenses related to Community Corrections supervision/services.

List of attachments: Contract Review Sheet, Board Session Agenda Review Form, and Original IGA.

Presenter: Commander Mike Hartford

Department Head Signature: DocuSigned by: Jay Bergman A8360599C95D420...

Contract Review Sheet

Grant Agreement

SO-6890-25

Title: OR DOC #6911 State Plan

Contractor's Name: Oregon Department of Corrections

Department: Sheriff's Office

Contact: Kristy Witherell

Analyst: Sandra Fixsen

Phone #: (503) 373-4402

Term - Date From: July 1, 2025

Expires: June 30, 2027

Original Contract Amount: \$ 29,216,848.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 29,216,848.00

Amd% 0%

Incoming Funds

Federal Funds

Reinstatement

Retroactive

Amendment greater than 25%

Source Selection Method: Not Applicable (Incoming Funds)

Description of Services or Grant Award

The county will receive funds from the Oregon Department of Corrections (DOC) for the 2025-27 Biennium in the amount of \$29,216,848.00. The DOC disburses corrections funds to the county for assuming responsibility of correctional supervision/services and meeting the goals for community corrections in Oregon.

Desired BOC Session Date: 11/12/2025

Contract should be in DocuSign by: 11/12/2025

Agenda Planning Date: 11/20/2025

Printed packets due in Finance: 11/18/2025

Management Update: 10/28/2025

BOC upload / Board Session email: 11/19/2025

BOC Session Presenter(s) Commander Hartford

Code: Y

REQUIRED APPROVALS

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

REQUEST FOR AUTHORIZATION OF CONTRACT SO-6890-25

Date: October 21, 2025
To: Chief Administrative Officer
Cc: Contract File
From: Kristy Witherell

I. Subject: Retroactive

The Marion County Sheriff's Office is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Oregon Department of Corrections for OR DOC #6911 State Plan with a value of \$29,216,848.00 and will be effective retroactive to July 1, 2025 upon approval.

A. BACKGROUND

This agreement is written by the State of Oregon in line with their fiscal biennium. This agreement was received by our office in September. In accordance with the agreement, a letter from our local public safety coordinating council needed to be submitted along with the packet. The council met on October 14, 2025, and supplied the letter needed.

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 and county operate on a different fiscal calendar. Due to this issue, the Biennial State Plan will always need to be approved retroactively.

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:

Unfortunately, there is not a way to prevent this issue from occurring in the future due to the issues with the different fiscal calendars.

Submitted by:

Reviewed by:

Kristy Witherell
Sheriff's Office

Contracts & Procurement

Acknowledged by:

Acknowledged by:

Department Head

Jan Fritz, CAO

**INTERGOVERNMENTAL AGREEMENT #6911
BETWEEN THE STATE OF OREGON AND MARION COUNTY**

This Intergovernmental #6911 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Marion County, hereafter called COUNTY.

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

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

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

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.593 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

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

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for adults on supervision.
- H. Adult on Supervision (AOS): Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to adult on supervision violations of conditions of supervision that uses custody units.

- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520, ORS 423.530 and 423.535.

B. Duration

This Agreement will become effective on **July 1, 2025** and will remain in effect until **June 30, 2027** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to adults on supervision sentenced or convicted of felonies, designated drug-related misdemeanors, or designated person misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
 - 1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for adults on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for adults on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for adults on supervision.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community
 - a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.
 - b. Indicator: the percentage of community service hours provided by adults on supervision.

- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.
- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
1. Network Information System Access and Security, OAR 291-005-0005 through 291-005-0075.
 2. Transfer (Community Corrections), OAR 291-019-0100 through OAR 291-019-0225.
 3. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 4. Pre-sentence Reports, OAR 291-038-0005 through 291-038-0050.
 5. Structured, Intermediate Sanctions, OAR 291-058-0010 through OAR 291-058-0070.
 6. Short-term Transitional Leaves, Emergency Leaves, and Supervised Trips, OAR 291-063-0100 through 291-063-1040.
 7. Records Management (AIC and Offender), OAR 291-070-0100 through OAR 291-070-0140.
 8. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 9. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 10. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 11. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 12. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 13. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 14. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 15. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 16. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.
 17. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.
 18. Sex Offender Notification Levels, OAR Chapter 255, Division 85

19. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
 20. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.
- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep current information on adults on supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.

- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation adults on supervision that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the committee described in ORS 423.150 and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to, details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.
- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure

this access; however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.

- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for adults on parole, under post-prison supervision, and on probation that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and this fully executed Agreement must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and the executed Agreement, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of each of the following dates; 7/1/25, 10/1/25, 1/1/26, 4/1/26, 7/1/26, 10/1/26, 1/1/27, and 4/1/27.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
 2. This Agreement has not been terminated; and
 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees collected by COUNTY pursuant to ORS 423.570 and its administrative rules will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.
- J. Funding for Sexually Violent Dangerous Offenders: After receipt and review of an invoice from the COUNTY, DEPARTMENT will reimburse COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of adults on supervision designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-

Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such adults on supervision.

- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall biennially review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

IX INDEMNIFICATION COUNTY shall comply with the contribution, ADR, subcontractor indemnity and subcontractor insurance requirements set forth in Exhibit C.

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without

effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.

- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 2. The responsibility for supervision of and provision of correctional services to misdemeanor offenders does not revert to DEPARTMENT under any circumstances except those of adults on supervision convicted of designated drug-related misdemeanors or designated person misdemeanors.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made applicable to this Agreement and incorporated herein by this reference. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126.

COUNTY shall ensure that each of its subcontractors complies with these requirements.

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

XII ACCESS TO RECORDS

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

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

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

XV WAIVER

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

XVI EXECUTION AND COUNTERPARTS

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

XVII MERGER; INTEGRATION

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

STATE OF OREGON
DEPT. OF CORRECTIONS

MARION COUNTY
BOARD OF COMMISSIONERS

Eric McDowell, Contracts Officer

Chair

Date

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Nina Englander per email dated 5/19/2025
Assistant Attorney General

**SIGNATURE PAGE FOR
OR DOC #6911 STATE PLAN - SO-6890-25
between
MARION COUNTY and OREGON DEPARTMENT OF CORRECTIONS**

**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

EXHIBIT A

**BUDGET SUMMARY
MARION COUNTY**

**(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)**

**2025-2027
Community Corrections Allocations**

County	Allocation %	Grant in Aid	M57 Supplemental Funds	% of 2023-2025 DOC Releases	Transitional Fund*	Total
Baker	0.47%	\$1,312,609	\$67,730	0.37%	\$3,810	\$1,384,149
Benton	1.14%	\$3,192,276	\$165,130	0.83%	\$8,540	\$3,365,946
Clackamas	6.63%	\$18,600,090	\$960,097	6.83%	\$70,156	\$19,630,343
Clatsop	1.30%	\$3,633,151	\$187,851	1.09%	\$11,167	\$3,832,169
Columbia	1.28%	\$3,584,275	\$185,247	1.29%	\$13,269	\$3,782,791
Coos	1.79%	\$4,991,569	\$258,477	1.85%	\$19,050	\$5,269,096
Crook	0.76%	\$2,124,133	\$109,700	0.74%	\$7,620	\$2,241,453
Curry	0.57%	\$1,583,320	\$81,913	0.51%	\$5,255	\$1,670,488
Deschutes	4.08%	\$11,407,011	\$589,893	4.19%	\$43,092	\$12,039,996
Douglas	3.22%	\$9,005,148	\$466,155	3.26%	\$33,501	\$9,504,804
Gilliam	0.06%	\$161,948	\$50,000	0.03%	\$263	\$212,211
Grant	0.19%	\$530,678	\$50,000	0.14%	\$1,445	\$582,123
Harney	0.20%	\$550,115	\$50,000	0.15%	\$1,577	\$601,692
Hood	0.39%	\$1,087,713	\$56,153	0.22%	\$2,233	\$1,146,099
Jackson	8.46%	\$23,658,228	\$1,224,507	7.42%	\$76,199	\$24,958,934
Jefferson	1.12%	\$3,125,735	\$161,367	1.33%	\$13,663	\$3,300,765
Josephine	3.83%	\$10,721,915	\$554,870	4.19%	\$43,092	\$11,319,877
Klamath	3.16%	\$8,824,596	\$457,037	2.56%	\$26,276	\$9,307,909
Lake	0.35%	\$968,331	\$50,074	0.36%	\$3,679	\$1,022,084
Lane	9.17%	\$25,647,605	\$1,326,537	9.57%	\$98,270	\$27,072,412
Lincoln	1.81%	\$5,052,752	\$261,371	1.51%	\$15,503	\$5,329,626
Linn	4.20%	\$11,745,825	\$608,274	4.81%	\$49,398	\$12,403,497
Malheur	1.88%	\$5,252,019	\$271,791	2.15%	\$22,071	\$5,545,881
Marion	10.46%	\$29,216,848	\$1,513,520	10.50%	\$107,861	\$30,838,229
Morrow	0.43%	\$1,213,035	\$62,810	0.41%	\$4,204	\$1,280,049
Multnomah	15.80%	\$44,182,247	\$2,287,070	16.08%	\$165,141	\$46,634,458
Polk	1.57%	\$4,376,222	\$226,493	1.76%	\$18,130	\$4,620,845
Sherman	0.06%	\$153,598	\$0	0.03%	\$263	\$153,861
Tillamook	0.51%	\$1,435,087	\$74,099	0.56%	\$5,781	\$1,514,967
Umatilla	2.19%	\$6,111,355	\$316,511	1.75%	\$17,999	\$6,445,865
Union	0.67%	\$1,893,256	\$97,399	0.47%	\$4,861	\$1,995,516
Wallowa	0.13%	\$357,404	\$50,000	0.12%	\$1,182	\$408,586
Wasco	0.81%	\$2,274,979	\$125,476	0.55%	\$5,649	\$2,406,104
Washington	9.16%	\$25,652,599	\$1,325,090	10.09%	\$103,657	\$27,081,346
Wheeler	0.02%	\$100,000	\$0	0.03%	\$263	\$100,263
Yamhill	2.17%	\$6,074,148	\$314,195	2.25%	\$23,122	\$6,411,465
Total	100.00%	\$279,801,820	\$14,586,837	100%	\$1,027,242	\$295,415,899

*Represents 80% of legislative appropriation, DOC retains 20% for transitional costs such as transportation, housing, etc.

EXHIBIT B

MARION COUNTY

NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.311 through 192.478 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
INDEMNIFICATION
MARION COUNTY**

Contribution

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

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department 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 Department 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 Department 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 Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (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 Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department 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 Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

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

Indemnification by Subcontractors

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

Subcontractor Insurance Requirements

GENERAL

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

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

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

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

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

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

Jonathan Bauer, Chief Legal
Officer
Salem Health

Jay Bergmann, Undersheriff
Sheriff's Office

Ashley Carson, Executive Director
Center for Hope & Safety

Jonathan Castro-Monroy, Citizen
Member

Paige Clarkson, District Attorney
Marion County

Andrew Copeland, Chief of Police
Keizer Police Dept.

Douglas Cox, Citizen Member

Soraida Cross, Citizen Member

James Edmonds, Deputy Presiding
Circuit Court Judge
Marion County Circuit Court

Don Frederickson, Citizen-at-
Large

David Gerboth, Fire Chief
City of Salem

Jace Hall, Lieutenant
Oregon State Police

Troy Gregg, Dept. Director
Marion County Juvenile Dept.

Mike Hartford, Commander
Sheriff's Office

Julie Hoy, Mayor
City of Salem

Linda Hukari, Trial Court
Administrator
Marion County Circuit Court

Nicholas Hunter, Sheriff
Marion County

Elizabeth Infante, Citizen-at-Large

Alison Kelley, Executive Director
Liberty House

Garland King, Jr., Citizen-at-Large

Josh Lair, Chair
Local Alcohol and Drug Planning
Committee

Rick Lewis, Representative
Oregon House of Representatives,
District 18

Frank Lonergan, Mayor
City of Woodburn

Ryan Matthews, Dept. Director
Marion County Health and Human
Svcs.

Peter McCallum, Citizen-at-Large

Todd McCann, Citizen-at-Large

Ed McKenney, Citizen-at-Large

Tracy Prall, Judge
Marion County Circuit Court

Michael Runyon, Supervisor
Oregon Youth Authority

Shaney Starr, Council President
City of Keizer

Carlos Texidor Maldonado, CEO
Bridgeway Community Health

Olcott Thompson, Executive
Director
Marion County Association of
Defenders

Colm Willis, Commissioner
Marion County

Trevor Womack, Chief of Police
Salem Police Dept.



MARION COUNTY PUBLIC SAFETY COORDINATING COUNCIL
Chair: Commissioner Colm Willis

October 14, 2025

Marion County Board of Commissioners
Marion County Courthouse Square
555 Court St. NE
Salem, OR 97301

Re: Marion County Sheriff's Office Community Corrections 2025–27 Biennial
Plan

Dear Commissioners:

The Marion County Local Public Safety Coordinating Council submits for your approval the Marion County Sheriff's Office Community Corrections Biennial Plan for 2025–2027.

The Plan was reviewed and unanimously supported by the Council. It outlines priorities for the coming biennium, focusing on accountability, evidence-based practices, and a continuum of services to enhance public safety.

We appreciate the Board's partnership and recommend adoption of the Plan.

Sincerely,

A handwritten signature in blue ink that reads "Colm Willis".

Commissioner Colm Willis, Chair
Marion County Public Safety Coordinating Council

MARION COUNTY



PUBLIC SAFETY BUILDING

3870 ADMSVILLE HWY SE

Marion County Sheriff's Office

Community Corrections

Programs & Services 2025-2027

The Marion County Sheriff's Office (MCSO) continually strives toward excellence. Excellence demands the effective use of available resources and seeks new ways to enhance service delivery within our community. Our resources include budgeted funds, equipment, buildings, and contracted programming. However, our most valuable resource is our employees. The Marion County Sheriff's Office has employees and volunteers who are exceedingly dedicated, well-trained, and respond creatively to all demands.

Administration

The Administration provides oversight and coordination across the supervision and program areas of the Community Corrections Division. A Commander leads the division and is responsible for strategic direction, inter-agency coordination, and overall performance.

Lieutenants report to the Commander; they supervise Sergeants, a Senior Office Manager and program coordinators. A Lieutenant oversees daily operations, such as training, hiring, and policy development; another oversees programs such as mental health services, prison diversion, prison re-entry, and treatment-related programs. A Senior Office Manager supervises the support services units, including records, reception, and the fee unit.

The division has transitioned from a directive-based model to one that uses evidence-based practices in supervision and delivery. Administration staff work with system partners to develop public safety policy, coordinate funding efforts, and meet contractual requirements with the Oregon Department of Corrections, including outcome reporting and compliance monitoring.

Support Services

Support Services assist in the daily functions of Community Corrections.

Reception staff are the initial point of contact for clients, visitors, and community members. They process reports, route information, and ensure that adjudicating authorities receive sanctions and warrants in a timely manner.

Records staff open and close case files, update abscond status, and track client activity in the operational time system.

The Fee Unit processes client payments and sends restitution billing, supporting accountability and the financial obligations imposed by the court or supervision agreements.



Mental Health /Evaluation Specialist

Mental health services are provided by a Mental Health and Evaluation Specialist who holds a Master's degree and is certified as a Qualified Mental Health Professional. These services support clients transitioning from incarceration to the community, as well as those currently on probation, parole, or post-prison supervision. The specialist delivers case

management/supervision strategy consultations, psychiatric evaluations, assessments, diagnoses, treatment referrals, transition planning, service coordination, and medication support.

Program Coordinators

Program Coordinators facilitate complex reentry programs by researching, planning, designing, implementing, and evaluating their effectiveness and compliance in evidence-based practices. They monitor and seek reentry resources in the community to enhance client service quality. Additionally, they assist Community Corrections staff and clients with basic needs purchases (e.g., bus passes, clothing, IDs) per Marion County Reentry Initiative guidelines, as well as referrals to community resources such as housing, treatment, employment, and education.

Case Aides

Case Aides assist deputies with a variety of duties related to the supervision and management of clients on supervision. They conduct interviews, prepare reports, maintain chronological case histories, provide general operations support, and other duties as assigned under the direction of certified Community Corrections Deputies.

Community Corrections Deputies (POs)

Community Corrections Deputies provide supervision to clients in Marion County to enhance public safety, enforce court orders, and hold clients accountable. A variety of statutory, policy, and contractual mandates are satisfied such as sex offender notification, supervision of clients sentenced to one year or less in local jails, transitional pre-release assessment and planning, hearings, and pre-sentence investigations. Community Corrections staff work closely with other community agencies such as Treatment Providers, various Law Enforcement agencies, Transitional Housing Providers, and other stakeholders to coordinate services and support community safety and client success.

Our goal in Community Corrections is to provide evidence-based programs, custody/sanctions, and other support services that will make the most effective use of available resources to protect the public and promote the reformatory process. Further, we strive to enhance the integrity of the law and implement and maintain programs and efforts geared toward empowering the client to become a contributing member of the community.

Community Corrections Strategic Plan

Over the past year, Community Corrections has made significant progress across multiple strategic goal areas, reflecting our commitment to fostering a professional, service-oriented, and community-connected division. The following highlights our achievements in alignment with key objectives:

Goal: Strengthening Organizational Culture

To ensure a high level of professionalism and customer service, we began a comprehensive review and redesign of the Field Training and Evaluation Program (FTEP).

Planned enhancements include a competency-based testing component and expanded, ongoing Field Training Officer (FTO) training, with added focus on civil rights and field operations.

Additionally, we are continuing our tradition of conducting annual client surveys, with the 2025 iteration currently underway, to gain valuable feedback that informs service delivery.

Our annual Pretrial, Probation, and Parole Supervision Week BBQ—featuring peer-nominated staff awards—continues to foster camaraderie, appreciation, and a positive work environment.

Goal: Enhancing Recruitment and Community Involvement

Our team continues to maintain a strong presence in the community and actively supports recruitment efforts. Staff regularly participate in hiring events and recruitment campaigns to help attract new team members.

Team members are visible at a wide range of community events, including parades, job fairs, and faith-based outreach programs. We also take part in local fundraisers and initiatives that highlight the importance of re-entry support for individuals returning to the community. In addition, our leadership actively engages with community organizations and boards to strengthen partnerships and collaboration.

Goal: Promoting Staff Health and Wellness

We are proud to maintain a strong peer support team who provides accessible support across our workforce.

Enhancements to our physical environment—such as the new mother's room and wellness room at the Public Safety Building (PSB) - promote self-care and wellness.

The Community Corrections break room is equipped with games, comfortable seating, and refreshments to foster decompression and build team relationships. These initiatives are supported by an annual wellness budget that funds team-building events, meals, and



wellness awards, reflecting our holistic approach to employee care.

Goal: Assessing and Aligning Service Needs

To better match services to client needs, we hired a new Program Coordinator and completed a comprehensive inventory of current service providers, with a process now in place for regular updates.

We have received new requests from Batterer Intervention Program (BIP) providers interested in providing BIP services in Marion County. Those who are eligible will complete an application and approval process as directed by the Marion County BIP standards.

Goal: Leveraging Sheriff's Office Programs and Partnerships

We continue to collaborate meaningfully with other Sheriff's Office initiatives. A dedicated PO has been assigned to the RESTORE Court, actively participating in its development.

Goal: Coordinating Internal Services

Recognizing the value of specialized intervention, we expanded the Special Services Unit (SSU). This new addition strengthens our coordination with community agencies and enhances support for individuals with complex behavioral needs, including gang-involved populations.

Goal: Supporting Advancement and Retention

We successfully launched our Acting in Charge (AIC) program. Following a competitive selection process, the first AICs were appointed and now operate under a newly developed manual and protocol.

In support of professional development, we've restructured training to include monthly survival-skills sessions in both practical and classroom formats, aiming for shorter, more frequent sessions that increase retention and skill confidence. We're also mapping out voluntary lunchtime training blocks and enhancing cross-role exposure by involving non-sworn staff in scenario-based training, followed by inclusive debrief sessions.

Ongoing Strategic Planning

To build on this momentum, we are in the process of formalizing a strategic planning team composed of staff already engaged in advancing these goals. This group will help shape the roadmap for continued progress and organizational growth.

Supervision

Over the last twenty years, the Community Corrections Division has embraced Evidence-Based Practices (EBP) as a key, guiding philosophy to deliver supervision services to our client population and implement many program elements to transition toward EBP. Both line staff and management have been trained in Professor Edward Latessa's (University of Cincinnati) "what works" research and implement techniques to enhance client motivation and risk reduction.

The Community Corrections Division also provides client supervision with staff trained in the model of Effective Practices in Community Supervision (EPICS) to further enhance our EBP implementation. Additionally, the division has continued to embrace the George Mason Risk Need Responsivity (RNR) tool and the Correctional Program Checklist (CPC), to assess and determine how closely our contract treatment programs meet known principles of effective intervention. Internally, our EBP implementation has focused our efforts on three key principles:

The Risk Principle: Clients who pose a higher risk of continued criminal conduct receive the most intensive correctional treatments and programming. This principle is addressed through the division's use of the Level of Service/Case Management Inventory (LS/CMI)



and the Women's Risk/Needs Assessment (WRNA), validated risk and needs assessments, which determine who our highest risk clients are. Deputies and Case Aides have been trained in the use of these assessments, which are utilized during the pre-release transition process, the initial intake process, and field supervision.

The Need Principle: Staff and treatment programs target crime-producing needs which are highly correlated with criminal conduct, such as antisocial peer associations, antisocial values and beliefs, substance use, lack of problem-solving and self-control skills. These needs areas are identified using the LS/CMI and WRNA and are addressed with cognitive behavioral interventions and other skill-building techniques associated with the EPICS model of supervision, with the Pathways model applied specifically for our clients to provide gender-responsive cognitive interventions.

The Responsivity Principle: Is the way in which supervision and correctional programs should target those known risk and need factors, utilizing interventions and programs that are behavioral in nature. POs and Case Aides have been trained in the use of Motivational Interviewing (MI), a client-centered communication technique designed to elicit behavior change by helping clients explore and resolve ambivalence. Clients who are identified as ready to change receive a direct treatment referral to appropriate intervention programs as needed. Community Corrections caseloads are organized by risk level, crime type, and geographic region to build stronger community connections. Specialized units focus on the following different types of caseloads:

Intake Services – Designated POs meet with clients newly released from court, jail, or prison to complete an intake process. The purpose of the intake process is to:

- Orient and explain the assessment process and to assure the client has a clear understanding of the expectations of being on supervision.
- Assess each client's readiness for change with the URICA assessment.

General Supervision Unit (GRU)- This unit manages individuals on parole, post-prison supervision, and probation for offenses such as illegal drug possession, property crimes, and non-domestic person-to-person crimes (excluding domestic violence and sex offenses). To better serve clients and communities, the General Supervision Unit operates from multiple offices throughout the county. POs provide supervision tailored to each client's risk, need, and responsivity factors, focusing resources on those at the highest risk to reoffend.

The Family Sentencing Alternative Program (FSAP) – FSAP serves custodial parents facing either a presumptive prison sentence or probation with a stipulated prison sentence. Recognizing the traumatic impact that incarceration of a parent can have on families, caregivers, children, and spouses, FSAP provides wrap-around treatment, mentoring, and employment services to address the underlying drivers of criminal conduct. The program's primary focus is to preserve family unity and stability by diverting children from foster care; reduce prison bed usage by allowing for community supervision that safely manages and holds clients accountable; and decrease recidivism by providing services that lower the likelihood of future criminal behavior.

Domestic Violence (DV) Unit - The DV Unit supervises clients on parole, post-prison supervision, or probation for domestic violence-related crimes. This team of POs was formed to coordinate supervision and intervention efforts in an attempt to reduce the alarming incident rate of domestic homicide and domestic violence. Assessment of risk (based on the PSC, LS/CMI and ODARA assessment tools) is a key component in the case management process to ensure finite supervision resources are focused on clients who pose the greatest risk to their victims and the community. The unit has incorporated a limited supervision caseload that report via an internet-based web portal or US mail. A Case Aide is assigned to oversee these cases and monitor compliance. These clients are screened for new law violations and behavior that constitutes a public safety threat. Clients in the low-risk category are still held accountable for violations. The DV Unit works closely with local law enforcement, batterer intervention programs, victim services, and other service agencies to enhance public safety and hold clients accountable.

Sex Offender (SO) Unit - This specialized unit is responsible for the supervision high and medium-risk sex offenders on field caseloads as well as low-risk sex offenders currently being supervised on a limited supervision caseload. This team is comprised of POs, a Case-Aide, sex offender treatment providers, and polygraph examiners, Marion County Victim Services, and the Sex Crimes Team of the Marion County District Attorney's Office. This team works in collaboration with law enforcement agencies, child welfare, schools, local neighborhood associations and the community as a whole, in an effort to end further victimization by reducing sexually offending behavior.

Special Services Unit (SSU)- SSU targets evidence-based supervision strategies toward our highest-risk clients. This unit supervises clients with gang affiliation as well as a subset of the criminal population that have displayed tendencies toward violence, egocentricity, impulsivity, manipulation, and have significant deficits in expressing empathy or remorse. This unit maximizes division resources by employing validated risk assessments and utilizing cognitive-behavioral interventions and social learning techniques aimed at containing violence, reducing future criminal behavior, and increasing public safety. SSU strongly collaborates with area law enforcement agencies, has increased field contacts, works non-traditional hours, imposes curfews, and incorporates electronic monitoring in order to better accomplish these objectives. This unit is also responsible for compliance with statutory mandates for the supervision of Sexually Violent Dangerous Offenders, community notification, residency restrictions and other legislative requirements.

Limited Supervision Unit (LSU)- LSU is responsible for monitoring approximately 870 clients classified as low or limited risk per the PSC and/or the LS/CMI or WRNA. Clients are monitored for new law violations and behavior that constitutes a public safety threat. Appropriate action on violations may include a report to the releasing authority, incarceration, intermediate sanctions, or an increased level of supervision. Clients are moved from the unit for behavior that threatens public safety as defined by set guidelines. Working in collaboration with our victim services, LSU also monitors restitution payments to the Courts.

Gender Responsive Unit (GRU)- GRU supervises female clients across Marion County. The goal of this unit is to address the specific needs and experiences of women involved in the criminal justice system, which often includes a history of trauma, abuse, and gender-based discrimination. By adopting a gender-responsive approach, the POs in this unit aim to recognize and account for these factors by tailoring interventions and support to address their individual circumstances. Additionally, trauma-informed care acknowledges the potential impact of trauma on female clients' lives and strives to create a safe and supportive environment that promotes healing and recovery. The POs are trained in the WRNA and the Pathways model of supervision to address gender responsive needs and have a trauma informed approach. The goal is to empower women, reduce recidivism rates, and promote successful reintegration into society, ultimately fostering positive outcomes for both the individuals and the community. POs work collaboratively with community partners such as the Oregon Department of Human Services (DHS) to address client areas of need, including substance use treatment, parenting education, and other services and interventions designed to reduce the client's risk of recidivating.

1145 (Local Control) Unit – This unit works with felony AICs (Adults in Custody) sentenced to the DOC for one year or less or released to a reduced custody status. Staff assigned to this unit monitor and develop release plans for every client, approximately 10 each month, sentenced to the custody of the Marion County Local Supervisory Authority with a period of post-prison supervision. They also coordinate transfers to other counties, participate in case staffing to establish appropriate supervision conditions, make recommendations and supervise clients in non-custody alternatives, track release dates, and monitor Local Control AICs lodged in other facilities. This unit is also responsible for data entry in both the state and county computer systems.

Marion County SB416 Alternative Program (SB416)- The Marion County Sheriff's Office, in partnership with the Marion County District Attorney's Office and Bridgeway Community Health, constructed the SB 416 program to develop and implement evidence-based strategies to improve the supervision of probationers and reduce recidivism. The program focuses on prison-bound people who commit nonviolent drug and property crimes. The mission of SB 416 is to reduce recidivism, protect the public, and hold clients accountable by providing intensive community supervision and case management, substance use treatment programming, and mentoring services, as well as direct access to employment services, housing, education, and transportation.

Downward Departure Unit - Marion County provides intensive supervision services to individuals receiving downward dispositional departures in lieu of a prison sentence and who are ineligible to participate in the SB416 program. The goal of these caseloads is to utilize evidence-based strategies to improve the supervision of probationers and reduce recidivism. Supervising individuals on the downward departure caseloads frees up prison beds for high-risk clients who present the greatest threat to the community and allows for community supervision to safely manage and hold clients accountable in the community by providing services that will reduce the likelihood of future criminal behavior. All program participants receive an appropriate level of case management that ensures coordinated delivery of client services. Program participants receive evidence-based cognitive and motivation programming as well as referrals to any relevant community treatment programs. The PO utilizes information from assessments to create a unique case plan tailored to each client, which will reduce the likelihood of future criminal activity. The PO focuses on developing rapport, utilizing a structured program of positive and negative reinforcement, and cognitive behavioral interventions intended to teach the participant social skills, problem-solving skills, and techniques to target and change risky thinking. Over time, the PO teaches the participant skills to help them avoid antisocial peers and high-risk situations as well as general life skills. These interventions are designed to help the participant reduce their risk of future criminal activity.

Drug Court – The Drug Court program is voluntary, and it provides a collaborative multi-system approach. Participants may be pre- or post-adjudication and referrals are primarily received from the District Attorney's Office and the Marion County Sheriff's Office. Drug Court provides intensive supervision in the community with weekly court appearances, PO visits, and several substance use treatment sessions each week.

Mental Health Court – Represents an effort to increase effective cooperation between the mental health treatment system and the criminal justice system. Individuals considered for this program have a mental illness and are at risk of incarceration due to committing a misdemeanor or low-level felony crime in connection with their illness. The Mental Health Court team consists of members of the Court, Community Corrections and Treatment Providers. Participants receive intense supervision with court appearances, visits with the PO and treatment providers.

Veterans Treatment Court– Offers eligible veterans with access to an alternative treatment and sentencing program for those facing criminal charges related to underlying substance use and/or mental health concerns. This collaborative team approach is utilized to assist veterans willing to make changes in their life using evidence-based approaches. Veterans Treatment Court provides intensive supervision in the community with court appearances, visits with the PO, and several substance use treatment sessions every week.

RESTORE Court – In partnership with the Marion County District Attorney's Office, Marion County Circuit Court, and local treatment providers, this specialty court focuses on property offenders who owe restitution and struggle with substance use addiction. The program combines accountability with support by requiring clients to participate in substance use treatment and complete community service through a Marion County work crew. These efforts allow clients to make meaningful payments toward restitution while addressing the underlying issues that contribute to criminal behavior.

Community Restoration Monitoring – In partnership with Marion County Adult Behavioral Health, this program provides support to individuals who do not meet the criteria for placement at the Oregon State Hospital but still require aid and assistance services. A PO helps ensure clients attend appointments and court hearings, while also monitoring and reporting their compliance with court-ordered obligations. This collaborative approach promotes accountability, supports client stability, restoration, and assists the court in making informed decisions.

Transitional Services Unit (TSU)– Marion County Community Corrections has multiple resources available for clients releasing from prison by providing services that begin before release and continue into the community. These services are designed to help clients reintegrate into the community and meet supervision requirements.

Reach-ins -

Parole and probation officers (POs) meet with all clients releasing to Marion County approximately six months prior to their release date. These 'reach-ins' are used to share information, assess needs, build rapport, and begin planning for a successful transition back to the community. At times, staff from partner agencies also conduct reach-ins, which supplement the PO's engagement. The goal is to ensure clients are connected with support and resources before leaving prison.



Alternative to Incarceration Program (AIP) Supervision - Clients who complete the Oregon Department of Corrections' Alternative to Incarceration Program (AIP) are released to transitional leave and receive a telephonic reach-in from a Transitional Services PO to begin the transition process. After release, they are supervised in the appropriate unit, assessed using the LS/CMI or WRNA, and connected to services based on an individualized case plan.

Short-Term Transitional Leave (STTL)- Clients who meet the eligibility criteria for Short-Term Transitional Leave (STTL) may be released from prison up to 120 days prior to their official discharge date. Marion County Community Corrections supervises these individuals in the community to support a safe and successful transition. Supervision focuses on securing stable housing, obtaining employment, and connecting clients with treatment and other community-based services that reduce the risk of reoffending. This structured approach helps clients reintegrate into the community while maintaining accountability and promoting public safety.

Student Opportunity for Achieving Results (SOAR) - SOAR is a 12-week reentry program designed to promote stability, structure, and enhanced supervision for individuals transitioning back into the community. The program offers a comprehensive approach that includes cognitive-based programming, substance use treatment, transitional and case planning, employment support, subsidized housing when needed, and referrals to social and educational services tailored to each participant's unique needs and circumstances.

Participants in the SOAR program are recognized as students of Chemeketa Community College, integrating educational opportunities with rehabilitative support. This collaborative initiative was developed through a partnership between the Community Corrections Division of the Marion County Sheriff's Office, Chemeketa Community College, and Marion County Health and Human Services.



SOAR is committed to empowering individuals by providing them guidance, tools, and encouragement necessary to foster self-management, personal growth, and long-term well-being.

Additional Supervision Components

Field Training and Evaluation Program (FTEP) – The purpose of FTEP is to provide effective and efficient training for Community Corrections Deputies in Marion County. Newly hired deputies will undergo a phased training program over the course of six to nine months. It is designed to provide maximum opportunity for a new hire to learn the standards, policies, and practices and apply their knowledge in a practical setting while being evaluated by a Field Training Officer (FTO). All FTOs are certified by the Department of Public Safety Standards and Training (DPSST) and chosen through a selection process for their professionalism, efficiency, and ability to use effective communication to impart wisdom and knowledge effectively, using multiple methods of instruction.

Hearings - Assigned staff conduct due process hearings on clients accused of violating the conditions of parole, post-prison supervision, and clients under the Interstate Compact. Hearings staff make their recommendations to the supervising authority, consistent with office policies and the administrative sanctions grid, and as outlined in the Parole Board Administrative Rules or the Interstate Compact Agreement.

Interstate Compacts - Clients on supervision who wish to relocate to another state must meet specific criteria to be eligible for compact transfer. A designated Compact Coordinator receives requests from clients on supervision in Marion County and from out-of-state agencies to oversee the lawful interstate transfer of clients, and timely notification to victims and jurisdictions where compact clients are authorized to travel or relocate.

Pre-sentence Investigations (PSI) Unit- The PSI Unit provides the sentencing court with accurate, timely and relevant data to aid the sentencing judge in determining the most appropriate sentencing alternative for the client. PSI reports are consistent with this division's operating principles with regard to risk and sentencing guidelines. Whenever possible, victims are given an opportunity for input either in person or by correspondence.

Pretrial Release Program - The goal of the Pretrial Release Program is to promote future court appearances, enhance public safety, and provide the Court with practical, risk-based monitoring and support options for defendants that require oversight while pending adjudication. The program model is based on the National Association of Pretrial Services Agencies (NAPSA) evidence-based standards on pretrial release. Key elements of pretrial monitoring include utilizing risk assessments to make informed decisions; using the least restrictive interventions needed to promote pretrial success; notification of upcoming court appearances; informing the Court of new arrests, or defendant conduct, that may justify modification of conditions; and monitoring defendants' compliance with court-ordered conditions. Pretrial monitoring is individualized and tailored to a defendant's assessed risk levels and risk factors. It is specifically designed to promote court appearances and enhance public safety.

Before being placed in the Pretrial Release Program, defendants are evaluated to determine if they are appropriate for release. Following the release investigation, program staff make a recommendation to the Court as to whether a defendant is appropriate for release to the community based on several variables: including public safety risk, flight risk, and the presence of any protective factors (e.g., stable housing, employment, community ties, awareness of substance use issues, etc.). If a defendant is determined to be eligible for the Pretrial Release Program, staff also make a recommendation as to the level of pretrial monitoring the defendant should be held to. Defendants are monitored through a combination of phone contacts, office appointments, and electronic monitoring. Defendants are monitored from the time of release until the criminal case is resolved. While in the Pretrial Release Program, staff encourage clients to seek needed community resources such as substance use treatment, stable housing, and signing up for insurance (Oregon Health Plan, etc.).

Sanctions

Sanctions are structured responses to violation behavior. Community Corrections apply sanctions that are proportionate and appropriate to the violation. When paired with incentives, rehabilitation programs, and risk assessments, these sanctions promote accountability, support positive behavior change, and reduce the likelihood of future anti-social behavior. Effective sanctions are tailored to the individual and the specific conduct they are intended to address, ensuring a balanced approach that supports both reformation and community safety.

Jail - The purpose of the Marion County Jail is to ensure public safety and hold individuals accountable through secure detention. It is also a holding place for clients serving sanctions, revocations, pending parole violations, and new charges.

Community-Based Custodial Alternatives - Several intermediate sanction options are available for clients on probation, parole, and post-prison supervision. Community-based sanctions are offered as a jail alternative and include:

- Electronic monitoring - This program is managed by a Case Aide and allows POs to increase surveillance for higher-risk clients. It is also used by local courts for defendants awaiting trial and for sentenced individuals.
- Day Reporting. This program enhances client accountability and provides access to referrals and resources offered through the Pathfinder Network resource center.

Incentives

Evidence-based practices show that incentives are generally more effective than sanctions in promoting compliance and successful outcomes in community supervision. Incentives encourage compliant and positive behavior. The EPICS model suggests four different types of positive reinforcement that community corrections use:

- Tangible - food, clothing, bus passes, gift cards
- Token – awards and certificates
- Activities – watching tv, listening to music, hiking
- Social praise – specific direct and indirect praise to promote pro-social thoughts and behaviors.

Resources

We partner with several community organizations—such as Chemeketa Community College, Marion County Health and Human Services, and local courts—to support initiatives like Drug Court, Mental Health Court, Veterans Court, and services for drug-endangered children. Our goal is to expand these partnerships to support client rehabilitation and community safety.

Bridgeway Community Health - Treatment and Mentor Services

The Community Corrections Division currently offers evidence-based substance use treatment and mentoring services for clients. The current provider, Bridgeway Community Health, delivers alcohol and drug programming tailored to address criminogenic needs and responsivity factors across all phases of treatment. The program is firmly grounded in Evidence-Based Practices (EBP). Bridgeway Community Health provides services to all supervised clients at their off-site facility. Additionally, they offer specialized group programming for SB416 caseloads, including on-site mentoring groups.

High and Medium Risk Sex Offender Treatment

The Community Corrections Division contracts with Effective Foundations, an evidence-based treatment provider, to deliver a range of services including sex offender treatment, case planning, and cognitive interventions for indigent clients assessed as medium or high risk to sexually reoffend. Based on proven treatment models, Effective Foundations offers both individual and group therapy with the primary goal of reducing criminal behavior and enhancing community safety. These goals are pursued by motivating clients to adopt pro-social lifestyles and equipping them with skills to recognize and replace maladaptive thoughts and behaviors. Clients are taught essential tools such as problem-solving, impulse control, and behavioral management. In collaboration with Marion County Community Corrections, Effective Foundations will provide a minimum of 250–300 hours of cognitive-based services for the target population, which includes relapse prevention and aftercare. All services are designed to enhance client motivation, address criminogenic risk factors, and support the development of pro-social behavior.

Polygraphs

The Community Corrections Division contracts with a licensed polygraph examiner to provide regular, subsidized polygraph services for indigent clients who are required to complete polygraph examinations as a condition of their supervision. The examiner is authorized to administer full-disclosure, maintenance, and specific-issue polygraphs as part of the division's supervision and surveillance strategies.

Polygraph examinations are a critical tool in the evidence-based supervision of certain client populations. They help determine compliance with supervision conditions, identify potential violations, and gather accurate offending or criminal history to inform treatment planning.

The Pathfinder Network (TPN)

TPN Peer Mentors support individuals 18 and older who are currently involved in the criminal justice system in Marion County. Peer Support Specialists, with lived experience, engage participants in a goal-oriented collaborative relationship and provide personalized support through holistic and responsive individual and group support services. They work together to reinforce successes and build self-efficacy, hope, and resilience. TPN offers employment assistance, mentoring, and cognitive classes on the Community Corrections, Aumsville Hwy campus. Community members seeking reentry services can get help with resumes, job searches, and other support needs, such as:



- Wrap-around peer support service navigation
- Drop-in support
- Transition and reentry support
- Peer support classes, groups, activities, and events
- Resilience and recovery action planning

Subsidized Transitional Housing

All clients being released to Marion County, without an identified residence, are identified prior to their release. Each case is evaluated to assess whether the individual poses a significant risk to public safety. Additionally, a review is conducted to determine if subsidizing their housing would improve the likelihood of compliance with supervision requirements and reduce the risk of reoffending.

For other non-transitional clients with substantial housing needs, those who have shown motivation and compliance may also be eligible for housing subsidies. This approach aims to maximize the effectiveness of resource allocation, increasing the chances of a positive outcome.

Batterer Intervention Providers (BIPs)

The primary goals of Batterer Intervention Programs (BIPs) are to stop the use of violence and prevent its recurrence, while consistently prioritizing the safety and well-being of victims. These programs work to identify and confront patterns of abusive behavior, hold individuals accountable for their actions, and provide education on healthy, non-violent alternatives to abuse. Through these efforts, BIPs aim to promote lasting behavioral change and reduce the risk of future harm.

The Marion County Sheriff's Office Community Corrections Division provides supervision, sanctions, and services that promote accountability while supporting individuals in making lasting change. Our work is not done alone—we rely on strong partnerships with local agencies, service providers, and community members to help people access treatment, housing, education, and employment opportunities that reduce the risk of reoffending. By combining accountability with meaningful support, we strive to strengthen families, restore hope, and create safer neighborhoods. Together with our community, we are building a safer, healthier Marion County for everyone.

<p>Program Name:</p>	<p>Administration</p>
<p>Program Description:</p>	<p>Administration</p> <p>The Administration provides oversight and coordination across the supervision and program areas of the Community Corrections Division. A Commander leads the division and is responsible for strategic direction, inter-agency coordination, and overall performance. Two Lieutenants report to the Commander and supervise four Sergeants. One Lieutenant oversees training, hiring, and policy development; the other oversees mental health services, and treatment-related programs. A Senior Office Manager supervises the support services units, including records, reception, and the fee unit.</p> <p>The division has transitioned from a directive-based model to one that uses evidence-based practices in supervision and program delivery. Administration staff work with system partners to develop public safety policy, coordinate funding efforts, and meet contractual requirements with the Oregon Department of Corrections, including outcome reporting and compliance monitoring.</p> <p>Support Services</p> <p>Support Services assist in the daily functions of Community Corrections. Reception staff are the initial point of contact for clients, visitors, and community members. They process reports, route information, and ensure that adjudicating authorities receive sanctions and warrants in a timely manner. Records staff open and close case files, update abscond status, and track client activity in the operational time system. The Fee Unit processes client payments and sends restitution billing, supporting accountability and the financial obligations imposed by the court or supervision agreements.</p> <p>Operations Division</p> <p>The Operations Division of the Sheriff's Office provides administrative support to the Enforcement, Institutions, and Community Corrections divisions. It carries out several mandated functions of the Sheriff's Office, including civil process, judicial security, alarm permits, and concealed handgun licensing. The division also supplies necessary administrative staff for continuous, around-the-clock public safety operations.</p> <p>Community Corrections is supported through the Operations Division by the following positions, which are partially or fully funded by the Community Corrections budget:</p> <ul style="list-style-type: none"> • Contract Specialist (1 FTE): Manages contracts with housing providers, substance use treatment services, sex offender treatment and polygraphs, electronic monitoring, and other related services. • Property Specialist (0.25 FTE): Purchases uniforms, safety equipment, and other supplies for both deputies and non-sworn staff supporting Community Corrections. • Administrative Assistants (0.74 FTE): Assist with hiring, payroll, timesheet management, and personnel records. These positions help maintain communication with applicants and facilitate the hiring process to meet staffing needs. • Accounting Specialist (1 FTE): Processes invoices, pays bills, and manages financial transactions related to contracts and services used by Community Corrections. • Sheriff (0.24 FTE): Provides leadership, direction, and oversight to the division, helping align Community Corrections with broader agency goals. • Management Analyst (1 FTE): Oversees grant reporting and ensures compliance with requirements. This position maintains grant documentation, tracks performance, and supports data-driven decision-making through dashboards and reporting tools. • Budget Analyst (0.24 FTE): Prepares budgets, forecasts personnel costs, analyzes historical spending, and provides guidance on funding sources. This information supports informed decision-making related to spending, staffing, and resource allocation. • Senior Office Manager (0.44 FTE): Supervises administrative staff, including administrative assistants, management analysts, property specialists, and accounting specialists. This position oversees hiring processes and budget-related tasks within the administrative unit.

	<ul style="list-style-type: none"> Undersheriff (0.44 FTE): Oversees daily operations, personnel, budgets, and policy implementation for the Sheriff's Office. The Undersheriff supports Community Corrections by ensuring consistent operations, inter-division coordination, strategic planning, and compliance with regulations. Executive Administrative Assistant (0.18 FTE): Supports the Sheriff and Undersheriff by managing communications, assisting with policy development, coordinating Continuity of Operations Planning (COOP), and participating in IT and planning committees. This support enables executive staff to focus on agency operations and decision-making. Deputy Sheriff (0.33 FTE): Conducts background investigations on prospective employees. This position gathers and verifies applicant information to support hiring decisions across Community Corrections and other divisions. <p>Enforcement Division</p> <ul style="list-style-type: none"> Evidence Technician (0.25 FTE): Processes and manages evidence and property submitted by Community Corrections Deputies, including contraband, items related to violations or new crimes, and personal property placed in safekeeping. The position ensures proper handling and documentation of all items in accordance with policy and legal standards.
Program Category:	Administration
Program Objectives:	<p>To provide leadership, program development, policy development and financial oversight for the division. To ensure staff are trained, equipped and are compliant with departmental policies, procedures, Oregon Administrative Rule, Oregon Revised Statutes, and Intergovernmental Agreements with DOC.</p> <p>The Operations and Enforcement Division provide support in hiring, administrative functions and evidence storage.</p>
Method(s) of Evaluation:	Grant reporting, dashboards, internal business reports, and annual reports.

Monthly Average to be Served: N/A

Type of Offender(s) Served:

Probation

Parole/Post-Prison

Local Control

Crime Category:

Felony

Misdemeanor

Gender:

Male

Female

Risk Level:

High

Medium

Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

- State Grant-In-Aid Fund \$6,980,805.22
- DOC M57 Supplemental Fund _____
- Family Sentencing Alternative Program _____
- Transitional Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____

- County General Fund _____
 - Supervision Fees _____
 - Biennial Carryover (GIA, M57, FSAP) _____
 - Other Fees (revenue) _____
 - Other State or Federal Grant _____
- Other: Please Identify
- _____
 - _____
 - _____

Additional Comments:

Program Name:	Bridgeway Community Health - Treatment and Mentor Services
Program Description:	The Community Corrections Division currently offers evidence-based substance abuse treatment and mentoring services for adult clients. The current provider, Bridgeway Community Health, delivers alcohol and drug programming tailored to address criminogenic needs and responsivity factors across all phases of treatment. The program is firmly grounded in Evidence-Based Practices (EBP). Bridgeway Community Health provides services to all supervised clients at their off-site facility. Additionally, they offer specialized group programming for Senate Bill 416 caseloads, including on-site mentoring groups. Bridgeway is also expanding its services to include on-site group classes and assessments for the incarcerated population at the Marion County Transition Center.
Program Category:	Behavioral Health Tx Services - Substance Abuse
Program Objectives:	<ul style="list-style-type: none"> • Enhance community safety. • Reduce criminal activity. • Assist clients with substance abuse related problems, to enter a viable program and maintain a substance free life style.
Method(s) of Evaluation:	George Mason Risk-Need-Responsivity Evaluation (RNR)

Monthly Average to be Served: 175

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
Bridgeway Community Health	Outpatient Substance Abuse	CJC JRI - \$905,909.02

Funding Sources

- State Grant-In-Aid Fund _____
- DOC M57 Supplemental Fund _____
- Family Sentencing Alternative Program _____
- Transitional Fund _____
- CJC Justice Reinvestment Grant \$905,909.02
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Biennial Carryover (GIA, M57, FSAP) _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____

Other: Please Identify

Additional Comments:

Program Name:	Community-Based Custodial Alternatives
Program Description:	<p>Several intermediate sanction options are available for clients on probation and post-prison supervision. One such option is the Electronic Monitoring Program, which is managed by a case aide. This program serves as a jail alternative, allowing community corrections deputies to increase surveillance for higher-risk clients. It is also used by local courts for defendants awaiting trial and for sentenced individuals. Additionally, the Electronic Monitoring Program may be used for certain high-risk adults in custody at the Transition Center, allowing them to maintain outside employment while completing their term of incarceration.</p> <p>Another intermediate sanction option is Day Reporting. This program enhances client accountability and provides access to referrals and resources, including substance use treatment and resource centers.</p> <p>Both custodial alternatives are used on occasion for individuals who are released from custody, but are still being supervised on their Local Control sentence.</p>
Program Category:	Community-Based Custodial Alternatives
Program Objectives:	<ul style="list-style-type: none"> • Independent verification of compliance. • Intensive surveillance clients. • Cost-effective and risk-appropriate alternatives to incarceration.
Method(s) of Evaluation:	Referrals, sanction reports and violation rates.

Monthly Average to be Served: 35

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
N/A	N/A	

Funding Sources

- State Grant-In-Aid Fund \$60,000.00
- DOC M57 Supplemental Fund _____
- Family Sentencing Alternative Program _____
- Transitional Fund _____
- CJC Justice Reinvestment Grant _____
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Biennial Carryover (GIA, M57, FSAP) _____

Other Fees (revenue)

Other State or Federal Grant

Other: Please Identify

Additional Comments:

Program Name:	Mental Health Services
Program Description:	<p>Mental health services are provided by a Mental Health and Evaluation Specialist who holds a Master of Social Work and is certified as a Qualified Mental Health Professional. These services support clients transitioning from incarceration to the community, as well as those currently on probation, parole, or post-prison supervision. The specialist delivers case management, supervision strategy consultations, psychiatric evaluations, assessments, diagnoses, treatment referrals, transition planning, service coordination, and medication support.</p> <p>In addition to providing direct services, the specialist serves as a consultant, trainer, and liaison between the division and community partners, including Marion County Adult Behavioral Health, the Department of Corrections (DOC), Marion County Jail, the Psychiatric Crisis Center, and local treatment providers.</p>
Program Category:	Other Programs and Services
Program Objectives:	Assess and support adult clients through comprehensive evaluations—including risk and mental health assessments—to determine treatment needs, facilitate access to services, and provide case management strategies that promote client stability, reduce recidivism, and support probation/parole supervision goals.
Method(s) of Evaluation:	Referral tracking, evaluation results and medication support tracking.

Monthly Average to be Served: 20

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
N/A	N/A	

Funding Sources

- State Grant-In-Aid Fund \$500.00
- DOC M57 Supplemental Fund _____
- Family Sentencing Alternative Program _____
- Transitional Fund _____
- CJC Justice Reinvestment Grant \$250,734.42
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Biennial Carryover (GIA, M57, FSAP) _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____

Other: Please Identify

Additional Comments:

Program Name:	Custodial/Sanction Beds
Program Description:	Marion County Community Correctins utilizes the Marion County Jail to house clients serving custodial sentences of one year or less, including those serving sanctions related to probation or post-prison supervision, as well as individuals whose supervision has been revoked. The jail is a maximum-security, direct supervision facility that operates in alignment with the vision and operational principles of the Marion County Sheriff's Office, as outlined in ORS 169.076 and the Oregon Jail Standards. With a budgeted capacity of 470 Adults in Custody (AICs), the jail is designed to ensure public safety, hold individuals accountable, and support successful community reintegration through reentry programming and work crew opportunities when appropriate.
Program Category:	Custodial/Sanction Beds
Program Objectives:	To maintain accountability and reduce criminal behavior.
Method(s) of Evaluation:	Dashboards, sanction reports and local control caseload analysis.

Monthly Average to be Served: 132 Type of Offender(s) Served: Crime Category: Gender: Risk Level:

<input checked="" type="checkbox"/> Probation	<input checked="" type="checkbox"/> Felony	<input checked="" type="checkbox"/> Male	<input checked="" type="checkbox"/> High
<input checked="" type="checkbox"/> Parole/Post-Prison	<input checked="" type="checkbox"/> Misdemeanor	<input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> Medium
<input checked="" type="checkbox"/> Local Control			<input checked="" type="checkbox"/> Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

- | | |
|--|----------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$7,849,973.00 |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input type="checkbox"/> Family Sentencing Alternative Program | _____ |
| <input type="checkbox"/> Transitional Fund | _____ |
| <input checked="" type="checkbox"/> CJC Justice Reinvestment Grant | \$424,952.83 |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input type="checkbox"/> County General Fund | _____ |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input type="checkbox"/> Biennial Carryover (GIA, M57, FSAP) | _____ |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input type="checkbox"/> Other State or Federal Grant | _____ |
| Other: Please Identify | |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |



Additional Comments:

Program Name:	High and Medium Risk Sex Offender Treatment
Program Description:	<p>The Community Corrections Division contracts with Effective Foundations, an evidence-based treatment provider, to deliver a range of services including sex offender treatment, case planning, and cognitive interventions for indigent clients assessed as medium or high risk to sexually reoffend. Based on proven treatment models, Effective Foundations offers both individual and group therapy with the primary goal of reducing criminal behavior and enhancing community safety.</p> <p>These goals are pursued by motivating clients to adopt pro-social lifestyles and equipping them with skills to recognize and replace maladaptive thoughts and behaviors. Clients are taught essential tools such as problem-solving, impulse control, and behavioral management.</p> <p>In collaboration with Marion County Community Corrections, Effective Foundations will provide a minimum of 250–300 hours of cognitive-based services for the target population, which includes relapse prevention and aftercare. All services are designed to enhance client motivation, address criminogenic risk factors, and support the development of pro-social behavior.</p>
Program Category:	Behavioral Health Tx Services - Sex Offender Tx
Program Objectives:	<ul style="list-style-type: none"> • Multi-disciplinary team collaboration for community supervision of clients. • Encourage the development of pro-social support networks and community accountability partners. • Utilize cognitive behavioral interventions to address client risk factors, self-management, relapse prevention strategies and impulse control. • Promote victim and community safety. • Diminish clients' anti-social attitudes and beliefs.
Method(s) of Evaluation:	George Mason Risk-Need-Responsivity Evaluation (RNR)

Monthly Average to be Served: 3

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
Effective Foundations	Sex Offender	GIA-\$50,000

Funding Sources

- State Grant-In-Aid Fund \$50,000.00
- DOC M57 Supplemental Fund _____
- Family Sentencing Alternative Program _____
- Transitional Fund _____
- CJC Justice Reinvestment Grant _____

CJC Treatment Court Grant

County General Fund

Supervision Fees

Biennial Carryover (GIA, M57, FSAP)

Other Fees (revenue)

Other State or Federal Grant

Other: Please Identify

Additional Comments:

Program Name:	Student Opportunity for Achieving Results (SOAR)
Program Description:	<p>Student Opportunity for Achieving Results (SOAR):</p> <p>SOAR is a 12-week reentry program designed to promote stability, structure, and enhanced supervision for individuals transitioning back into the community. The program offers a comprehensive approach that includes cognitive-based programming, substance use treatment, transitional and case planning, employment support, subsidized housing when needed, and referrals to social and educational services tailored to each participant's unique needs and circumstances.</p> <p>Participants in the SOAR program are recognized as students of Chemeketa Community College, integrating educational opportunities with rehabilitative support. This collaborative initiative was developed through a partnership between the Community Corrections Division of the Marion County Sheriff's Office, Chemeketa Community College, and Marion County Health and Human Services.</p> <p>SOAR is committed to empowering individuals by providing the guidance, tools, and encouragement necessary to foster self-management, personal growth, and long-term well-being.</p>
Program Category:	Behavioral Health Tx Services - Substance Abuse
Program Objectives:	<p>Promote successful community reintegration by providing structure, stability, and enhanced supervision during the transition period.</p> <p>Address individual needs through cognitive-based programming, substance use treatment, case planning, employment support, housing assistance, and referrals to social and educational services.</p> <p>Expand educational opportunities by connecting participants with Chemeketa Community College as enrolled students, fostering both personal and academic growth.</p>
Method(s) of Evaluation:	George Mason Risk-Needs-Responsivity (RNR)

Monthly Average to be Served: 24

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
Marion County Health and Human Services	Outpatient Substance Abuse	M57 - \$630,000
Chemeketa Community College	Cognitive	CJC JRI - \$561,530

Funding Sources

- State Grant-In-Aid Fund
- DOC M57 Supplemental Fund \$1,513,520.00
- Family Sentencing Alternative Program
- Transitional Fund
- CJC Justice Reinvestment Grant \$561,530.00

- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Biennial Carryover (GIA, M57, FSAP) _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Program Name:	Supervision
Program Description:	<p>The Community Corrections Division supervises clients in Marion County to improve public safety, enforce court orders, and promote accountability. We collaborate with criminal justice partners, focus on high-risk clients, and use evidence-based practices (EBP) to guide supervision and case management.</p> <p>We apply EBP tools such as risk assessments, case planning, motivational techniques, and targeted sanctions and services to reduce reoffending. All staff are trained in the EPICS model (Effective Practices in Community Supervision) from the University of Cincinnati, enabling officers to address key criminogenic risk factors. Four staff members are certified EPICS instructors to ensure consistent quality and adherence.</p> <p>We partner with community organizations—such as Chemeketa Community College, Marion County Health and Human Services, and local courts—to support initiatives like Drug Court, Mental Health Court, Veterans Court, and support for drug-endangered children. These partnerships are central to our goal of enhancing client rehabilitation and community safety. We also provide contracted polygraph examinations and program coordination—polygraph oversight plays a role in structured surveillance and treatment compliance monitoring.</p> <p>Caseloads are organized by risk level, crime type, and geographic region to foster community connection. Parole and probation deputies offer intensive supervision—incorporating risk-based interventions for individuals leaving jail, sex-offender notifications, transitional pre-release planning, pre-sentence investigations, and formal hearings for probation or parole violations—in alignment with statutory, policy, and contractual requirements.</p> <p>Intake Services include client orientation, use of motivational (URICA-based) and cognitive restructuring group referrals, screening for proper supervision placement, and issuance of warrants for non-reporting individuals.</p> <p>Our sanctions and hearing framework involves a spectrum of intermediate consequences—such as electronic monitoring, curfews, day reporting programs, house arrest, and brief jail stays—managed through structured due-process hearings.</p> <p>Field Training & Evaluation provides a 40-week onboarding and evaluation program where new deputies are mentored by DPSST-certified Field Training Officers, ensuring operational readiness and consistency.</p> <p>We manage Interstate Compact supervision, with designated staff responsible for timely investigation, approval, and case management when clients transfer across state lines.</p> <p>Contracted polygraph services include full-disclosure, maintenance, and issue-specific examinations as part of our supervision strategy.</p> <p>The Division also relies on Transitional Pre-release Planning, conducting comprehensive assessments to prepare clients for successful community reintegration.</p> <p>Specialized caseloads include units for General Supervision, Domestic Violence, Sex Offenders, Special Services, Limited Supervision, Gender Responsive, Pre-sentence Investigation, FSAP, 1145 (Local Control), SB416 Pilot, Downward Departure, Transitional Services, and client participation in Drug Court, Mental Health Court, and Veterans Treatment Court.</p> <p>This integrated approach weaves intake, training, sanctions, hearings, interstate oversight, polygraph monitoring, pre-release planning, and community partnerships into our broader EBP framework—supporting stronger supervision, accountability, and pathways to change.</p>
Program Category:	Supervision
Program Objectives:	To protect the public and reduce recidivism by providing the highest level of supervision to clients who present the greatest risk.
Method(s) of Evaluation:	<ul style="list-style-type: none"> • Statewide Outcome Measures. • In-house caseload audits and individual performance evaluations.

Monthly Average to be Served: 2600

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

- State Grant-In-Aid Fund \$14,166,332.78
- DOC M57 Supplemental Fund
- Family Sentencing Alternative Program \$596,122.00
- Transitional Fund
- CJC Justice Reinvestment Grant \$1,343,406.31
- CJC Treatment Court Grant
- County General Fund
- Supervision Fees
- Biennial Carryover (GIA, M57, FSAP) \$1,709,710.86
- Other Fees (revenue)
- Other State or Federal Grant
- Other: Please Identify
 - Criminal Justice Assessment \$352,568.00
 -
 -

Additional Comments:

Program Name:	Transitional Services
Program Description:	<p>Marion County Community Corrections has multiple resources available for clients releasing from prison by providing services that begin before release and continue into the community. These services are designed to help people reintegrate into the community and meet supervision requirements.</p> <p>Reach-ins</p> <p>Agency staff or partner organizations meet with Adults in Custody (AICs) prior to their release. These meetings are used to share information, assess needs, and begin planning for release. The goal is to connect AICs with support before they leave prison.</p> <p>Short Term Transitional Leave (STTL)/Alternative to Incarceration Program (AIP) Supervision</p> <p>Clients who complete the Oregon Department of Corrections' Alternative to Incarceration Program (AIP) or meet the criteria for Short Term Transitional Leave (STTL) are released to transitional leave and receive a telephonic reach-in from a Transitional Services parole/probation deputy to begin the transition process. After release, they are supervised in the appropriate unit, assessed using the LS/CMI tool, and connected to services based on an individualized case plan.</p> <p>Subsidized Transitional Housing</p> <p>All clients being released to Marion County, without an identified residence, are identified prior to their release. Each case is evaluated to assess whether the individual poses a significant risk to public safety. Additionally, a review is conducted to determine if subsidizing their housing would improve the likelihood of compliance with supervision requirements and reduce the risk of reoffending.</p> <p>For other non-transitional clients with substantial housing needs, those who have shown motivation and compliance may also be eligible for housing subsidies. This approach aims to maximize the effectiveness of resource allocation, increasing the chances of a positive outcome.</p> <p>The Pathfinder Network</p> <p>The Pathfinder Network is a partner organization that provides services before and after release:</p> <ul style="list-style-type: none"> • Transition from Jail to Community (TJC): Offers cognitive programming to people while they are still in custody to help them change thinking patterns and prepare for release. • Resilience and Recovery Project: Connects people on post prison supervision or probation with mentors who case plan with clients, connect them to resources, offer support and guidance while on supervision. • Resource Center at the Transition Center: Offers employment assistance, mentoring, and cognitive classes. People can get help with resumes, job searches, and other support needs.
Program Category:	Transition Services
Program Objectives:	<ul style="list-style-type: none"> • To educate releasing clients and their families on community supervision and the resources available to them. • To provide clients being released into our community a positive reintegration through targeting meaningful interventions. • Use mentor services to connect clients with resources to be successful in the community. • Reduce recidivism rates by providing services proven by research to assist in mitigating a releasing clients' criminogenic needs. • Ensure clients have appropriate housing to reduce barriers, leading to
Method(s) of Evaluation:	<ul style="list-style-type: none"> • Statewide Outcome Measures.

	• Reporting rates of releasing clients for their initial appointment with our office.
--	---

Monthly Average to be Served: 75

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

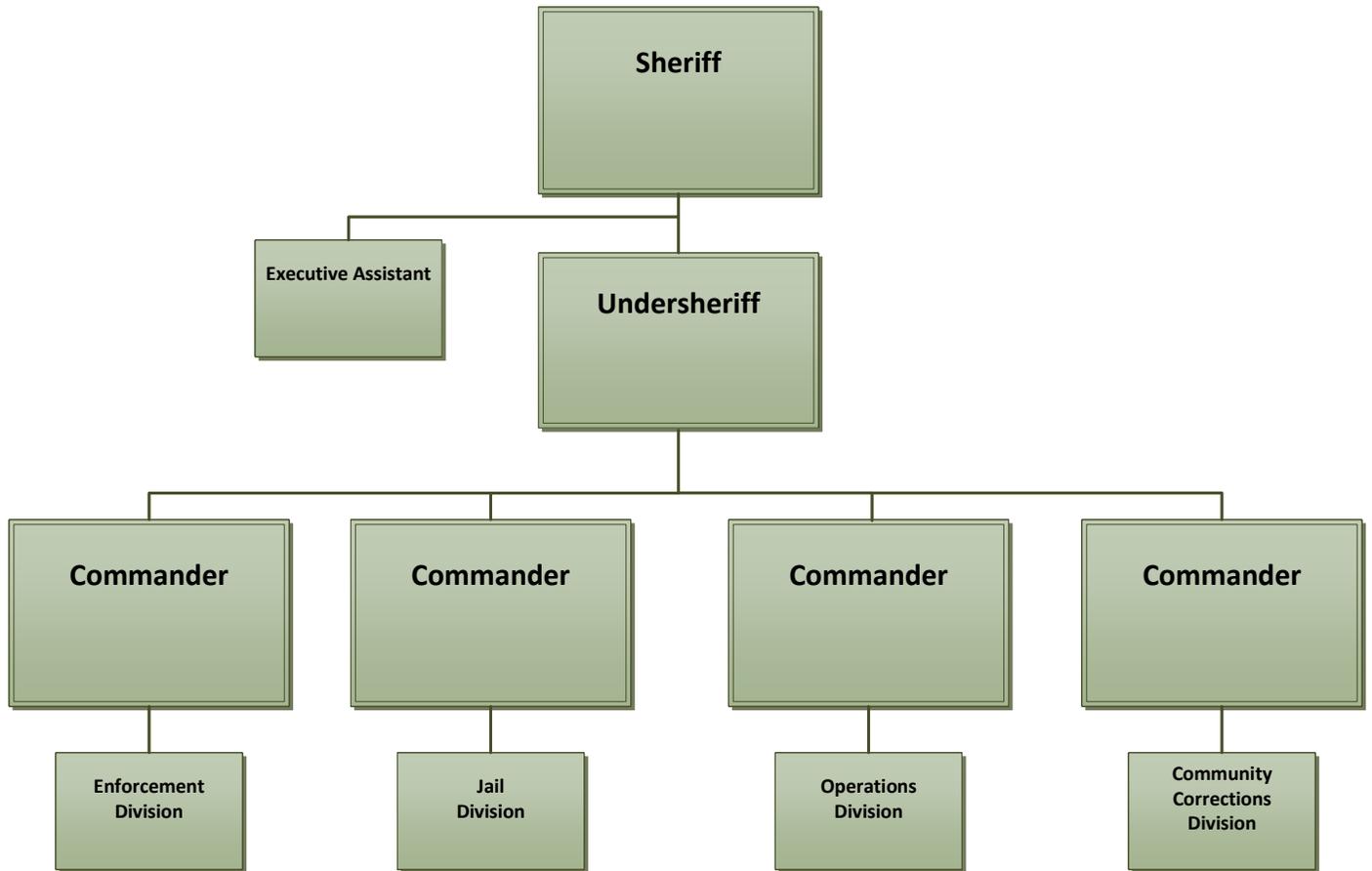
Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
The Pathfinder Network	Cognitive	GIA - \$46,858.50, CJC JRI \$313,591.50

Funding Sources

- State Grant-In-Aid Fund \$109,237.00
- DOC M57 Supplemental Fund _____
- Family Sentencing Alternative Program _____
- Transitional Fund \$107,861.00
- CJC Justice Reinvestment Grant \$1,379,983.70
- CJC Treatment Court Grant _____
- County General Fund _____
- Supervision Fees _____
- Biennial Carryover (GIA, M57, FSAP) _____
- Other Fees (revenue) _____
- Other State or Federal Grant _____
- Other: Please Identify
- _____
- _____
- _____

Additional Comments:

Marion County Sheriff's Office Organizational Chart





MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/12/2025

Department: Public Works

Title: Design-Build Contract with ATI Systems for the Public Safety Alerting System Project

Management Update/Work Session Date: 10/29/2025 Audio/Visual aids

Time Required: 10 Contact: Brian Nicholas Phone: 503-588-7943

Requested Action: Approve the attached design-build contract with ATI Systems in the amount of \$1,399,410.68 for the Public Safety Canyon Alerts Project.

Issue, Description & Background: The Canyon Alerts Project funded by the COPS Federal Grant is designed to provide real time alert and warning through sirens, voice communications, and ADA-compliant lights to the canyon areas of Marion County from Mehema up North Fork Road to Elkhorn, and up OR-20 to Idanha, and a location in Breitenbush. MCPW received approval for a design build contract for this project in April 2025, and recently selected ATI Systems for the contractor for this service.

Financial Impacts: 100% of project costs will be paid using an existing Federal COPS Grant, which Marion County received for this purpose. This is a budgeted expense in the current fiscal year under CIP 25-355.

Impacts to Department & External Agencies: The new system will provide real time alert capabilities to the entire canyon area involving MCBOC, MCSO, MCEM, METCOM-911 and five rural fire protection districts.

List of attachments: Contract PW-6874-25

Presenter: Ryan Crowther

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2025.10.21 16:37:08 -07'00'

Contract Review Sheet

Public Improvement Agreements

PW-6874-25

Title: Public Safety Alerting System

Contractor's Name: ATI Systems

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: Execution

Expires: November 30, 2027

Original Contract Amount: \$ 1,399,410.68

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 1,399,410.68 Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 40-0600 Alternative Contract Methods

PW1523-25

Description of Services or Grant Award

The Canyon Alerts Project funded by the COPS Federal Grant (Assistance Listing No. 16-710) is designed to provide real time alert and warning through sirens, voice communications, and ADA compliant lights to the canyon areas of Marion County from Mehema up North Fork Road to Elkhorn, and up Rte. 20 to Idanha, and a location in Breitenbush.

MCPW received approval for a design build contract for this project in April 2025, and recently selected ATI Systems as the Design-Build Contractor for these services.

Desired BOC Session Date: 11/12/2025

Contract should be in DocuSign by: 10/22/2025

Agenda Planning Date: 10/30/2025

Printed packets due in Finance: 10/28/2025

Management Update: 10/28/2025

BOC upload / Board Session email: 10/29/2025

BOC Session Presenter(s) Brian Nicholas, Ryan Crowther

Code: Y

REQUIRED APPROVALS

DocuSigned by:



10/28/2025

Finance - Contracts

Date

Contract Specialist

Date

Legal Counsel

Date

Chief Administrative Officer

Date

CONTRACT PW-6874-25

THIS DESIGN-BUILD CONTRACT (the “Contract”) is between Marion County (a political subdivision of the State of Oregon), hereafter called “County” or “Owner” and Acoustic Technology Inc., DBA ATI Systems, a Massachusetts corporation, hereafter called “Design-Build Contractor” or “DBC”. County and Design-Build Contractor together are also referred to as “Parties” and individually referred to as “Party.” The primary contacts for this Contract are identified in **Exhibit K, Contact Information and Key Persons**.

For purposes of this Contract:

- a) “business days” means calendar days, excluding Saturdays, Sundays and all State of Oregon recognized holidays;
- b) “calendar days” means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State of Oregon holiday or other day;
- c) “Engineering” Services means architectural, engineering, photogrammetric mapping, transportation planning or land surveying services that must be procured using qualifications-based selection procedures (see Marion County Public Contracting Rules section 30-0110); and
- d) “Related Services” has the meaning provided in Marion County Public Contracting Rules section 10-0110.

County’s payments to Design-Build Contractor under this agreement will be paid in whole or in part with federal funds. By signing this agreement, Design-Build Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by a County or department of the federal government. Design-Build Contractor shall comply with **Exhibit I: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards**.

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

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

The Assistance Listing Number (ALN) of federal funds to be paid through this Grant: 16.710.

TERMS AND CONDITIONS

1. **Contract Effective Date and Term.** This Contract is effective on the date it has been signed by the Parties and all required approvals have been obtained. No work or compensation under the Contract is authorized until Notice-to-Proceed has been issued in writing (email acceptable) by County. Unless otherwise amended or terminated, this Contract shall expire November 30, 2027.
2. **Statement of Work.** Design-Build Contractor shall perform all Services and deliver all goods, products, equipment and other deliverables as described in **Exhibit A, Statement of Work** (the “Services”). The required schedule for performance under the Contract is specified in the Statement of Work.
3. **Compensation.** The maximum amount payable to Design-Build Contractor under this Contract is **\$1,399,410.68** (the “Contract Amount”), which includes the total of all allowable and reimbursable costs and expenses payable to Design-Build Contractor under this Contract as set forth in **Exhibit F, Compensation**. County reserves the right, in its sole discretion, to amend this Contract to increase the Contract Amount for additional Services within the scope of the procurement. The payment methodology and basis for payment to Design-Build Contractor is described in **Exhibit F, Compensation**. County will not pay Design-Build Contractor any amount in excess of the Contract

Amount 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 Design-Build Contractor performs Work subject to the amendment.

4. **Contract Exhibits and Attachments.** This Contract includes the following exhibits and attachments, each of which is incorporated and hereby made a part of this Contract as though fully set forth herein:

- **Exhibit A – Statement of Work**
- **Exhibit B – Design Services**
- **Exhibit C – Construction Services**
- **Exhibit D – Project Schedule**
- **Exhibit E – System Performance Requirements**
- **Exhibit F – Compensation**
- **Exhibit G – Insurance**
- **Exhibit H – Special Terms and Conditions**
- **Exhibit I – Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards**
- **Exhibit J – Errors & Omissions (“E&O”) Claims Process**
- **Exhibit K – Contact Information & Key Persons**
- **Attachment 1 – Definitions**
- **Attachment 2 – Relationship and Roles of the Parties**
- **Attachment 3 – Design-Build Contractor’s Proposal**
- **Attachment 4 – Design-Build Contractor’s Price Proposal**

5. **Order of Precedence.** Unless a different order is required by law, this Contract shall be interpreted in the following order of precedence:

1. Amendments to this Contract, including all amended exhibits, attachments and other incorporated documents
2. This Contract less all exhibits, attachment and other incorporated documents
3. **Exhibit A, Statement of Work and Exhibit F, Compensation**
4. All other exhibits, attachments and incorporated documents
5. Requests for Information responses and other correspondence issued by County
6. Design-Build Contractor’s Proposal
7. Design-Build Contractor’s Price Proposal

6. **Independent Contractor; Conflict of Interest; Responsibility for Taxes and Withholding; Design-Build Contractor Oversight.**

a. Design-Build Contractor, by its signature on the Contract, certifies that it is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779, which is available at the following link: <https://www.irs.gov/pub/irs-pdf/p1779.pdf>. Design-Build Contractor shall perform all required Services as an independent contractor. Although County reserves the right (i) to determine the delivery schedule (as mutually acceptable to County and Design-Build Contractor) for the Services to be performed and (ii) to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Design-Build Contractor's performance. Design-Build Contractor is responsible for determining the appropriate means and manner of performing the Services. Design-Build Contractor is not an "officer", "employee", or "agent" of County.

- b. Design-Build Contractor shall be responsible for all Federal or State of Oregon (“State”) taxes applicable to compensation or payments paid to Design-Build Contractor under the Contract and, unless Design-Build Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Design-Build Contractor's Federal or State tax obligations. Throughout the duration of the Contract, Design-Build Contractor shall submit an updated W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) to County whenever Design-Build Contractor’s backup withholding status or any other information changes. Design-Build Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Design-Build Contractor under the Contract, except as a self-employed individual.
- c. Design-Build Contractor shall not be responsible for or have control over the means, manner, methods or techniques required of or used by other Design-Build Contractors or contractors under contract with County, unless otherwise expressly agreed to in writing by the Parties. The Parties agree, however, that these Section 6.c. provisions do not in any way revise or adjust Design-Build Contractor’s professional responsibility to report to County any information that comes to Design-Build Contractor’s attention (during performance of this Contract) pertaining to a project, or to performance by other Design-Build Contractors or contractors on a project, that would adversely affect County or a particular project.

7. Subcontracts and Assignment; Successors and Assigns

- a. Design-Build Contractor shall obtain County's written consent prior to entering into any subcontracts for any of the Services required by the Contract, or in any manner assigning, selling or transferring any of its rights or interest under the Contract or delegate any of its duties or performance under the Contract. In addition to any other provisions County may require, Design-Build Contractor shall include, in any permitted subcontract under the Contract, contractual provisions that shall require any subcontractor to comply with Sections 9, 10, 11, 12, 13, 16, 17,18,19, 23, 27 and 29 of these Contract provisions, the limitations of **Exhibit F - Compensation**, and the requirements and sanctions of ORS Chapter 656, Workers’ Compensation, in the performance of the subcontractor’s Services on the project that is the subject of the Contract, as if the subcontractor were the Design-Build Contractor. County’s consent to any subcontract shall not relieve Design-Build Contractor of any of its duties or obligations under the Contract, including with respect to any Services, whether performed or to be performed by Design-Build Contractor or a subcontractor.
- b. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.
- c. Any purported assignment, delegation or disposition in violation of subsection “a.” above is void.

8. Third Party Beneficiaries. There are no third-party beneficiaries of the Contract.

9. Representations and Warranties. Design-Build Contractor represents and warrants to County that (i) Design-Build Contractor has the power and authority to enter into and perform the Contract, (ii) the Contract, when executed and delivered is a valid and binding obligation of Design-Build Contractor, enforceable in accordance with its terms, (iii) the Services under the Contract will be performed in accordance with the professional standard of care set forth in Section 10 below; (iv) Design-Build Contractor is duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, is duly qualified and professionally competent to perform the Services; and (v) Design-Build Contractor is an experienced firm having the skill, legal capacity, professional ability and resources necessary to perform all the Services required under the Contract.

The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

10. Professional Standard of Care; Responsibility of Design-Build Contractor.

a. Professional Standard of Care. Design-Build Contractor shall perform all Services under the Contract in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of the practice and the project conditions.

b. Responsibility of Design-Build Contractor.

(i) Design-Build Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other Services furnished by Design-Build Contractor under the Contract. Design-Build Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other Services.

(ii) Design-Build Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by County.

(iii) County's review, approval or acceptance of, or payment for, the Services required under the Contract shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and Design-Build Contractor shall be and remain liable to County in accordance with applicable law for all damages to County caused by Design-Build Contractor's negligent performance of any of the Services furnished under the Contract or negligent failure to perform any of the Services under the Contract.

(iv) The rights and remedies of County provided for under the Contract are in addition to any other rights and remedies provided by law.

(v) If Design-Build Contractor is comprised of more than one legal entity (for example, a joint-venture or partnership), each such entity shall be jointly and severally liable under the Contract.

c. Payments.

(i) Design-Build Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Design-Build Contractor or Subcontractor incurred in the performance of the Contract.

(ii) Design-Build Contractor shall pay the Department of Revenue all sums withheld from employees pursuant to ORS316.167.

(iii) Design-Build Contractor shall pay any fees related to environmental permitting and hookups to private utilities such as electricity and data networks.

d. Liens or Claims. Design-Build Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

11. Ownership of Work Product.

a. Definitions. The following terms have the meanings set forth below:

- (i) "Design-Build Contractor Intellectual Property" means any intellectual property owned by Design-Build Contractor and developed independently from the Contract.
- (ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than County or Design-Build Contractor.
- (iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item, and all intellectual property rights therein, that Design-Build Contractor is required to deliver to County pursuant to the Contract.

b. Work Product. All Work Product created by Design-Build Contractor pursuant to the Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of County. County and Design-Build Contractor agree that Work Product that constitutes original works of authorship (the "Original Work Product") is "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason Original Work Product created pursuant to the Contract is not "work made for hire," Design-Build Contractor hereby irrevocably assigns to County any and all of its rights, title, and interest in all Original Work Product created pursuant to the Contract, whether arising from copyright, patent, trademark, trade secret, or any other State or Federal intellectual property law or doctrine. Upon County's reasonable request, Design-Build Contractor shall execute such further documents and instruments necessary to fully vest such rights in Original Work Product in County. Design-Build Contractor forever waives any and all rights relating to Original Work Product created pursuant to the Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. However, see Sections 11.c and 11.d immediately below, for provisions applicable to Design-Build Contractor Intellectual Property, Third Party Intellectual Property, Design-Build Contractor Intellectual Property derivative works and Third Party Intellectual Property derivative works.

c. Design-Build Contractor and Third-Party Intellectual Property. In the event that any Work Product is Design-Build Contractor Intellectual Property or Third Party Intellectual Property (Design-Build Contractor Intellectual Property or Third Party Intellectual Property that is applicable to the Services being performed by Design-Build Contractor under the Contract or included in Work Product deliverable to County under the Contract), or in the event any Design-Build Contractor Intellectual Property or Third Party Intellectual Property is needed by County to reasonably enjoy and use any Work Product, Design-Build Contractor hereby agrees that it will grant to, or obtain for, County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Design-Build Contractor Intellectual Property and or Third Party Intellectual Property, including the right of County to authorize contractors, Design-Build Contractors and others to do the same on County's behalf. This obligation of the Design-Build Contractor does not apply to a situation involving a third party who enters a license agreement directly with County. At the request of Design-Build Contractor, County shall take reasonable steps to protect the confidentiality and proprietary interests of Design-Build Contractor in any Design-Build Contractor Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).

- d. **Design-Build Contractor and Third-Party Intellectual Property-Derivative Work.** In the event that Work Product created by Design-Build Contractor under the Contract is a derivative work based on Design-Build Contractor Intellectual Property or Third Party Intellectual Property, or is a compilation that includes Design-Build Contractor Intellectual Property or Third Party Intellectual Property, Design-Build Contractor hereby agrees to grant to, or obtain for, County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of Design-Build Contractor Intellectual Property or Third Party Intellectual Property employed in the Work Product, including the right of County to authorize others to do the same on County's behalf.
- e. **Design-Build Contractor Use of Work Product.** Notwithstanding anything to the contrary in this Section 11, Design-Build Contractor may refer to the Work Product in its brochures or other literature that Design-Build Contractor utilizes for advertising purposes and, unless specified otherwise in **Exhibit A – Statement of Work**, County hereby grants to Design-Build Contractor a non-exclusive, non-transferable, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display County-owned Work Product on other unrelated projects, except for any "Confidential Information" protected from disclosure under the provisions of Section 12 below, pertaining to Confidentiality and Non-Disclosure.

12. Confidentiality and Non-Disclosure. Design-Build Contractor and its subcontractors, and their respective employees and agents, shall keep confidential all information, in whatever form, produced, prepared, observed or received to the extent that such information is designated as confidential by County, by law, or by this Contract. In the event Design-Build Contractor is required to disclose Confidential Information pursuant to a subpoena or other legal process, Design-Build Contractor shall immediately notify County of such subpoena or other legal process, provide County with copies of any subpoena, other legal process and any other written materials supporting the subpoena or other legal process, and otherwise cooperate with County in the event County decides to oppose the disclosure of the Confidential Information. In the event County decides not to oppose such subpoena or other legal process or County's decision to oppose the subpoena or legal process has not been successful, Design-Build Contractor shall be excused from the confidentiality provisions of this Section, to the extent necessary to meet the requirements of the subpoena or other legal process controlling the required disclosure.

13. Indemnity

- a. **Claims for Other Than Professional Liability.** Design-Build Contractor shall indemnify, defend, save, and hold harmless County and the U.S. Department of Justice and its officers, agents, and employees, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Design-Build Contractor or its subcontractors, agents, or employees under this contract.
- b. **Claims for Professional Liability.** Design-Build Contractor shall indemnify, defend, save, and hold harmless County and the U.S. Department of Justice and its officers, agents, and employees, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature arising out of the professionally negligent acts, errors or omissions of Design-Build Contractor or its sub-Design-Build Contractors, subcontractors, agents, or employees in the performance of professional services under this contract.
- c. **Indemnity for Infringement Claims.** Without limiting the generality of section 13(a) or 13(b), Design-Build Contractor expressly agrees to indemnify, defend, save and hold harmless County and the U.S. Department of Justice and its officers, agents, and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses, including attorney fees, arising out

of or relating to any claims that Design-Build Contractor's services, the Work Product or any other tangible or intangible items delivered to County by Design-Build Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, County shall provide Design-Build Contractor with prompt written notice of any infringement claim. Provided, however, Design-Build Contractor shall not be obligated to indemnify, defend, save and hold harmless County (or other entities identified above) under this section 13(c), based solely on the following: Design-Build Contractor's compliance with County specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by County.

- d. **Defense Qualification.** Neither Design-Build Contractor nor any attorney engaged by Design-Build Contractor shall defend or purport to defend a claim in the name of County, without first receiving from the applicable entity, authority to act as legal counsel, nor shall Design-Build Contractor settle any claim on behalf of the foregoing entities without the approval of these entities. County may any time and at its election and expense, assume their own defense and settlement.
- e. **County's Acts or Omissions.** This section 13 does not include indemnification by Design-Build Contractor of County or its officers, agents and employees, for the acts or omissions of County or its officers, agents and employees, whether within the scope of the Contract or otherwise.

14. Insurance. Design-Build Contractor shall carry insurance as required in **Exhibit G, Insurance.**

15. Termination

- a. **Termination by Mutual Consent.** The Contract may be terminated at any time, in whole or in part, by mutual written consent of the Parties.
- b. **County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate the Contract, in whole or in part, by written notice to Design-Build Contractor specifying the termination date of the Contract.
- c. **County's Right to Terminate for Cause.** County may terminate the Contract, in whole or in part, immediately upon written notice to Design-Build Contractor or at such later date as County may establish in such notice, upon the occurrence of any of the following events:
 - (i) In the event the Board of Commissioners of County, in the exercise of its reasonable discretion, reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Design-Build Contractor agrees to abide by any such decision including termination of service;
 - (ii) Federal, State or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under the Contract are prohibited or County is prohibited from paying for such Services from the planned funding source;
 - (iii) Design-Build Contractor no longer holds any license or certificate that is required to perform the Services; or
 - (iv) Design-Build Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform the Services under the Contract within the time specified or any extension thereof, or so fails to perform the Services as to endanger Design-Build Contractor's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within 10

calendar days after County's notice to Design-Build Contractor, or such longer period as County may specify in such notice.

d. Cessation of Services. Upon receiving a notice of termination of the Contract, Design-Build Contractor shall immediately cease all activities under the Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of the Contract, Design-Build Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County's request, Design-Build Contractor shall surrender to anyone County designates, all documents, information, research, works-in-progress, Work Product and other property, that are deliverables or would be deliverables had the Contract been completed, that are in Design-Build Contractor's possession or control and may be needed by County to complete the Services.

e. Design-Build Contractor's Right to Terminate for Cause.

- (i) Design-Build Contractor may terminate the Contract by giving written notice to County if County fails to pay Design-Build Contractor pursuant to the terms of the Contract and if County fails to cure within 15 calendar days after receipt of Design-Build Contractor's written notice, or such longer period of cure as Design-Build Contractor may specify in such notice.
- (ii) Design-Build Contractor may terminate the Contract, for reasons other than nonpayment, if County commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform under the Contract within the times specified, or so fails to perform as to endanger Design-Build Contractor's performance under the Contract, and such breach, default or failure is not cured within 30 calendar days after Design-Build Contractor's notice to County, or such longer period as Design-Build Contractor may specify in such notice.

f. Remedies.

- (i) In the event of termination pursuant to Sections 15(a), 15(b), 15(c)(i), 15(c)(ii) or 15(d), Design-Build Contractor's sole remedy (except as otherwise required by applicable State or Federal law) shall be a claim for payment of the satisfactory Services actually rendered and accepted by County up to the time of termination, less previous amounts paid and any claim(s) which County has against Design-Build Contractor, except in the event of a termination under Section 15(c)(i) where no payment will be due and payable for Services performed or costs incurred after the last day of the current Fiscal Year. If previous amounts paid to Design-Build Contractor exceed the amount due to Design-Build Contractor under this subsection, Design-Build Contractor shall pay all excess to County upon demand.
- (ii) In the event of termination pursuant to Section 15(c)(iii) or 15(c)(iv), County shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Design-Build Contractor was not in default under Section 15(c)(iii) or 15(c)(iv), the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 15(b).

16. Records Maintenance; Access. For not less than ten (10) years after the Contract's expiration or termination, County, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Design-Build Contractor and the Sub-Design-Build Contractors which pertain to the

Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related Design-Build Contractor contract or any Project-related construction contract(s) is involved in litigation, Design-Build Contractor shall retain all pertinent records for not less than seven (7) years or until all litigation is resolved, whichever is longer. Design-Build Contractor shall provide County and the other entities referenced above with full access to these records in preparation for and during litigation.

17. Performance Evaluations. (RESERVED).

18. Compliance with Applicable Law. Design-Build Contractor shall comply with all federal, state and local laws, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Design-Build Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Design-Build Contractor or the Parties, and other circumstances then existing. County's performance under the Contract is conditioned upon Design-Build Contractor's compliance with, and Design-Build Contractor shall comply with the obligations applicable to public contracts and intended for contractors under ORS 279C.505, 279C.515, 279C.520 and 279C.530, which are incorporated by reference herein. All rights and remedies available to County under applicable federal, state and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract. If Design-Build Contractor discovers a conflict among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Design-Build Contractor shall in writing request County to resolve the conflict. Design-Build Contractor shall specify if the conflict(s) create a problem for the design, construction or other Services required under the Contract. If County concludes there is a conflict among the applicable laws, Federal laws shall govern among the others; State laws shall govern over the others except Federal. The resolution of the conflict of the applicable laws by County shall be final and not subject to further review or challenge.

19. Permits and Licenses.

a. Permits and licenses to conduct business. Unless otherwise specified in **Exhibit A, Statement of Work**, Design-Build Contractor shall obtain, hold, maintain and fully pay for during the term of the Contract all permits and licenses required by law for Design-Build Contractor to conduct its business and perform the Services under the Contract.

b. Permits and licenses required for the project. Unless otherwise specified in **Exhibit A, Statement of Work**, Design-Build Contractor shall obtain, hold and maintain during the term of the Contract all permits and licenses required for the project (for example, permits from regulatory authorities and use permits or licenses from owners of real and personal property), and fully pay for such permits and licenses. Design-Build Contractor shall review the project site, if applicable, and the nature of the Services that Design-Build Contractor shall perform under the Contract. Design-Build Contractor shall inform County throughout the course of the project as to the necessity of obtaining all project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses.

20. Foreign Contractor. If Design-Build Contractor is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Design-Build Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the Contract. Design-Build Contractor shall demonstrate its

legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

21. **Force Majeure.** Neither County nor Design-Build Contractor shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to, fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was beyond the reasonable control of County or Design-Build Contractor, respectively. Each Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.
22. **Survival.** All rights and obligations shall cease upon termination or expiration of the Contract, except for the rights and obligations set forth in Sections 5, 9, 10, 11, 12, 13, 15(e), 15(f), 16, 22, 23, 26, 27 and 29 and all other rights and obligations which by their context are intended to survive.
23. **Time is of the Essence.** Design-Build Contractor agrees that time is of the essence in Design-Build Contractor's performance of its obligations under the Contract.
24. **Notice.** Except as otherwise expressly provided in the Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by e-mail, by personal delivery, facsimile, or mailing the same, postage prepaid, to Design-Build Contractor or County at the e-mail address, the delivery address or facsimile number set forth in the Contract, or to such other addresses or numbers as either Party may hereafter indicate in writing to the other. Any notice or day-to-day communication sent by e-mail shall be deemed received when it is sent. The recipient of any notice sent by e-mail shall reply by e-mail to confirm receipt of such notice. Any communication or notice made by personal delivery shall be deemed to be received when actually delivered. Any communication or notice properly addressed and mailed shall be deemed received 5 calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received on the date of the notice of successful transmission generated by the transmitting machine. To be effective, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator or Design-Build Contractor's representative, as applicable.
25. **Severability.** The Parties agree that if any term or provision of the Contract 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 Contract did not contain the particular term or provision held to be invalid.
26. **Dispute Resolution and Errors & Omissions Claims Process.** In the event of a dispute between the Parties regarding any aspect of the Contract or performance under the Contract, the Parties agree to attempt in good faith to investigate and resolve any such dispute through direct communications and negotiations.
 - a. **Errors & Omissions Related.** In the event those good faith efforts do not resolve disputes related to potential Errors and Omissions, the Parties agree to make good faith efforts to resolve the matter pursuant to **Exhibit J, Errors & Omissions Claims Process.**
 - b. **Other Disputes.** In the event good faith efforts do not resolve disputes unrelated to Errors & Omissions, the Parties agree to make a good faith effort to resolve any such dispute through fact finding and non-binding mediation prior to resorting to litigation. The mediator shall be selected by mutual agreement of the Parties. If the Parties fail to agree on a mediator, each Party

shall select a mediator and those two persons shall agree on a third-party, who will be the sole mediator. The cost of the mediator shall be split equally between the Parties.

- 27. Governing Law; Venue; Consent to Jurisdiction.** The Contract shall be governed by, and construed and enforced 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 County and Design-Build Contractor that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court located in the county in which the Project is located; 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 County of any form or defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. **DESIGN-BUILD CONTRACTOR, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**
- 28. Amendments.** County may amend the Contract to the extent permitted by applicable statutes, administrative rules and ordinances and as mutually agreed upon by County and Design-Build Contractor. County may agree to appropriate increases in the maximum compensation payable under the Contract, should any County-approved increase occur in the scope, character, schedule or complexity of Services as outlined in the Statement of Work. Design-Build Contractor shall not commence any Services authorized under an amendment, and the amendment is not effective, unless it is in writing, signed by the Parties and all approvals required by applicable law have been obtained.
- 29. False Claims**
- a. Design-Build Contractor understands and acknowledges it is subject to the Oregon False Claims Act ([ORS 180.750 to 180.785](#)) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Design-Build Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the Services are being performed, including but not limited to Design-Build Contractor's statement of proposal and any invoices, reports, or other deliverables.
 - b. Design-Build Contractor shall immediately disclose (in writing) to County whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Design-Build Contractor has credible evidence that a principal, employee, agent, or subcontractor of Design-Build Contractor has committed:
 - (i) A violation of the Oregon False Claims Act; or
 - (ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity or similar misconduct.
 - c. Design-Build Contractor must include subsections (a) and (b) of this section in each subcontract Design-Build Contractor may award in connection with the performance of the Contract. In doing so, Design-Build Contractor may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.
- 30. Merger Clause; Waiver; Interpretation.** The Contract, including everything incorporated by reference, 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 the Contract. No waiver, consent, modification or change of terms of the Contract shall bind either Party, unless such waiver, consent, modification or change of terms is in writing and

signed by the Parties. Such a waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Either Party's failure to enforce any provision of the Contract shall not constitute a waiver by that Party of that or any other provision. The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

- 31. County Delegation.** County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, and avoiding and resolving disputes.
-

DESIGN-BUILD CONTRACTOR CERTIFICATIONS

A. Any individual signing on behalf of Design-Build Contractor hereby certifies under penalty of perjury:

- (1) Design-Build Contractor has provided its correct TIN to County;
- (2) Design-Build Contractor is not subject to backup withholding because (a) Design-Build Contractor is exempt from backup withholding, (b) Design-Build Contractor has not been notified by the IRS that Design-Build Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Design-Build Contractor that Design-Build Contractor is no longer subject to backup withholding; and
- (3) s/he is authorized to act on behalf of Design-Build Contractor, s/he has authority and knowledge regarding Design-Build Contractor's payment of taxes, and to the best of her/his knowledge, Design-Build Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a State tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; and local taxes administered by the Department of Revenue under ORS 305.620.

B. Any individual signing on behalf of Design-Build Contractor hereby certifies they are authorized to sign this Contract and that:

- (1) **Design-Build Contractor has read this Contract, understands it, and agrees to be bound by its terms and conditions.**
- (2) Design-Build Contractor understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- (3) No Federal appropriated funds have been paid or will be paid, by or on behalf of Design-Build Contractor, to any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Design-Build Contractor shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.
- (4) Design-Build Contractor is an independent contractor as defined in ORS 670.600 and as described in [IRS Publication 1779](#).
- (5) In the event that Design-Build Contractor is a general partnership or joint venture, Design-Build Contractor signature(s) on this Contract constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.

Counterparts: The Contract 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 the Contract so executed shall constitute an original.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  _____ 10/28/2025
8793BA7ACD6D443...
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed By Signature: _____
Legal Counsel Date

Authorized Signature:  _____ 10/28/2025
A3530E7AEC704F4...
Contracts and Procurement Date

DESIGN-BUILD CONTRACTOR SIGNATURE(S)

Signature: _____
Date

Name: _____ Title: _____

Signature: _____
Date

Name: _____ Title: _____

EXHIBIT A – STATEMENT OF WORK

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

Design-Build Contractor (DBC) shall design, permit, construct and commission an outdoor Public Safety Alerting System (the “System”) for use by County and designated stakeholders to provide community emergency notification services for specified communities in the North Santiam River Canyon area of Marion and Linn Counties in the state of Oregon in accord with the DBC’s proposal [Attachment 3].

The System shall conform to all requirements specified herein and shall have the capability of providing real-time public address information via audible messaging. The System shall be capable of providing siren tones and voice broadcasts (pre-recorded and live), as appropriate, to warn community members of active or anticipated man-made or natural emergencies, including severe weather, wildfire, flooding, dam failure and other emergencies. The System shall include warning lights as proposed by Design-Build Contractor.

The Services include, but are not limited to, design, engineering analysis, design quality control and preparation of construction plans, specifications and other documents; acquisition of all necessary environmental, historic and cultural resource permits, including all field investigations, records research, analysis and preparation of resource documentation required for such permits; acquisition of building permits and permits required to perform work in public road rights-of-way and on public lands; utility coordination, including the ordering of new electrical and data communication services required for the System excluding the cost of connection fees, which will be paid by County; purchase, configuration and licensing of software associated with the System; purchase and supply of System components; construction, installation, configuration, construction quality control, testing and commissioning of the System; System training and preparation of operation and maintenance materials for County staff; and all other services and equipment necessary to provide a fully functional System as specified herein.

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards. The following standards apply to this Contract and are made a part hereof by this reference:

a. Design Phase.

- (i) MCPW Engineering Standards (1990 edition)
- (ii) MCPW Standard Details (2023 edition)
- (iii) MCPW Stormwater Quality Treatment Engineering Standards (2022 edition)
- (iv) MCPW Stormwater Quality Treatment Engineering Standards (current edition)
- (v) AASHTO Roadside Design Guide (current edition)
- (vi) ODOT Geotechnical Design Manual (current edition)
- (vii) ODOT Endangered Species Act Guidance Manual (current edition)
- (viii) ODOT National Environmental Policy Act Manual (current edition)
- (ix) Oregon Specialty Structural Code (current edition)
- (x) Oregon Mechanical and Electrical Specialty Codes (current editions)
- (xi) FEMA Outdoor Warning Systems Technical Bulletin (2006 edition, version 2.0) and
APPENDIX A: APPLICABLE CODES AND STANDARDS

b. Construction Phase.

- (i) General Conditions for Construction for Marion County v2024
- (ii) Oregon Standard Specifications for Construction (2024 edition)

As required in ORS 672.002 to 672.325, when applicable, Design-Build Contractor shall provide appropriate supervision and control with a licensed Professional Engineer in responsible charge of the engineering and construction services. Design-Build Contractor shall immediately advise County of any construction or planned construction that fails to conform to the construction contract requirements applicable to the Project. Design-Build Contractor shall also immediately advise County of any design errors or deficiencies or other problems that could have a negative impact on the Project construction schedule or construction cost. In addition, Design-Build Contractor shall immediately advise County of any construction which Design-Build Contractor knows, or with the exercise of professional care should know, fails to conform to the federal or state standards applicable to construction of the Project.

2. Software and Format Requirements. Software standards and formats include but are not limited to the following:

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by County.
- Design-Build Contractor shall submit draft and final deliverables in electronic format via e-mail (and hard copy if requested).
- Design-Build Contractor shall also submit any graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by County.

Design-Build Contractor's software shall produce deliverables that are fully compatible, readable and useable by County software, requiring no modification or translation of Design-Build Contractor's deliverables. No loss of data integrity or accuracy shall result from any transfer of data. Compressed data shall be in a "self-expanding executable" format. Additional format requirements may be listed elsewhere in the Statement of Work or in the Contract.

3. Professional Licenses, Registrations and Qualifications.

- Design-Build Contractor and its Subcontractors must be duly licensed where required by law to perform the Services, and must be under the "responsible charge" (as that term is defined under ORS Chapter 672) of a person so licensed, as required by the applicable Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws (or must be otherwise exempt from any licensing requirements applicable to the Services being performed).
- County may require Design-Build Contractor's Personnel to demonstrate a competency in the particular area/discipline to which they are assigned. This may include, but is not limited to, submittal of license number, resume, and work samples from previously completed projects.

4. General Requirements.

- **Endorsement of Data.** The Design-Build Contractor's Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to County, as well as any other materials where professional standards require such seal and signature.
- **Safety Equipment.** Design-Build Contractor shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing if required by State and Federal regulations and County policies and procedures for the Services under this Contract.

C. TASKS, DELIVERABLES and SCHEDULE

TASKS

The scope of work is for the turn-key delivery of a public-address-style emergency alert system. The areas covered by the system are the Priority Areas listed in Attachment 4 - Design-Build Contractor's Price Proposal.

The DBC shall:

- Prepare final design and acquire all required approvals and permits.
- Obtain all required agreements, leases, or easements needed for system placement.
- Coordinate with affected utilities.
- Obtain required utility services (electrical, fiber).
- Procure all labor and materials.
- Construct/install emergency alert system in accordance with Exhibit A.
- Provide and install control system programming (web portal, software).
- Commission and test the emergency alert system.

Additional tasks for Design services are in Exhibit B.

Additional tasks for Construction services are in Exhibit C.

Task	ATI PM	ATI Tech Teams	ATI Installer	County
Acoustic design	A	R	I	C
Manufacturing	A	R	I	I
FAT (factory testing)	A	R	I	I
Site Prep & Pole Work	C	I	R	A
Installation	C	I	R	I
Activation Plan	A	C	I	R
SAT (Site Acceptance testing)	A	R	C	C
Installation Inspection	A	R	C	I
System Cutover	A	R	C	C
Training	A	R	I	R
Documentation & Closeout	A	R	I	C
Warranty & Maintenance	A	R	C	I

Legend:

- A: Acceptance
- R: Responsible
- C: Consulted
- I: Informed

DELIVERABLES

The deliverables include the following:

- Emergency alert system design and final construction or as constructed design.
- Provide operation and maintenance documentation (O&M manual).
- Provide training to the County and selected others on use of the system.
- Provide public education materials.
- Provide a minimum 3-year Warranty on the finished product.
- Warning lights.

DBC System Acoustic Design

ATI Next Gen High Powered Speaker Stations (Next-Gen HPSS) locations:

- **omni-directional Next-Gen HPSS32** sirens for broad community coverage.
- **directional Next-Gen HPSS32** sirens to address acoustic shadowing in the North Santiam Canyon and valley corridors.
- **Next-Gen HPSS16** siren for coverage in Breitenbush area.

70–80 dBC coverage across all priority areas with optimized placement to account for terrain and ambient noise.

Deliverables and Handoff

At project completion, DBC will provide Marion County with a turnkey alerting system and full documentation package, including:

- Acoustic design reports and maps
- Inspection and SAT reports
- Final activation plan (County-approved)
- System drawings, Operator training manuals
- Warranty (3 years) and maintenance documentation

Warranty and Maintenance

DBC warrants that all supplied equipment—including HPSS32 sirens, REACT5000 Central Control Units, MassAlert® software, cabinets, and accessories—will be free from defects in material and workmanship for a period of three (3) years from the date of system acceptance. Warranty coverage includes all parts, labor, service vehicles, tools, and diagnostic support required to restore the system to full operational status in the event of failure. Original Equipment Manufacturer (OEM) components such as cell modems, antennas, batteries, etc., will be covered by their respective OEM warranties. The warranty does not extend to damage caused by accidents, natural disasters, vandalism, or unauthorized modifications. All warranty services will be performed by DBC-certified technicians or authorized partners to ensure OEM standards are maintained. At the conclusion of the three-year warranty term, Marion County may continue coverage through DBC’s extended warranty plans. To maintain peak system performance, DBC also offers Preventive Maintenance Inspection (PMI) programs, which include an annual onsite visit by DBC technicians for system testing, battery replacement, cabinet/grounding checks, and refresher training.

SCHEDULE

DBC Installation Plan

DBC and its licensed Oregon construction partner, Potelco, Inc. (C1708), will implement a phased installation strategy to ensure efficiency, quality, and early operational capability for Marion County. The installation will begin with the eight (8) control stations at their respective locations, including three central sites (Marion County Emergency Management, METCOM911, and MCSO Public Safety Building), four local fire district stations, and the single Breitenbush site. Following control station installation, Potelco will erect utility poles and mount the first 23 Next-Gen HPSS32 sirens. Once this group is in place, DBC technicians will mobilize onsite to conduct installation inspection, testing, startup, and commissioning, and to deliver the first round of operator training to County personnel. Potelco will then proceed with the installation of the remaining 22 sirens (units 24–45). Upon completion, DBC technicians will return to perform a second round of inspection, testing, startup, and commissioning, ensuring full system integration and reliability. Final operator training will be provided, followed by system acceptance. This approach allows the County to benefit from early coverage while deployment is ongoing, while also spreading training and commissioning activities to maximize knowledge transfer.

The work is structured into six phases, and the Total Duration is estimated at 16 weeks (Nov 2025 – Mar 2026)

Phase	Duration	Key Activities	Milestone
1. Design & Preparation	2 weeks	Finalize acoustic design; County approves coverage maps and activation plan.	Design Approved
2. Manufacturing & FAT	3 weeks	Manufacture sirens/control stations; conduct Factory Acceptance Testing (FAT).	FAT Completed
3. Control Stations	1 week	Potelco installs 8 control stations.	Control Stations Online
4. Siren Install (1–23)	5 weeks	Install first 23 sirens; DBC onsite for inspection, testing, commissioning, training.	50% System Commissioned

5. Siren Install (24–45)	4 weeks	Install remaining 22 sirens; DBC onsite for inspection, testing, commissioning, training.	100% System Commissioned
6. Handoff & Acceptance	1 week	Final training, delivery of drawings, manuals, warranty initiation.	System Accepted

Additional schedules for Design services are in Exhibit B.
 Additional schedules for Construction services are in Exhibit C.

Budget and Cost Control

DBC will deliver Marion County’s Public Safety Alerting System as a fixed-cost turnkey solution, including all equipment, installation, commissioning, training, and a 3-year warranty. MassAlert® software is perpetual with no annual fees, and strobe warning lights are included at every siren site within the budget. Optional PMI programs are available after the warranty period for continued support.

EXHIBIT B - DESIGN SERVICES

A. General Standards for Design Services.

1. Design-Build Contractor (DBC) agrees to provide all Design Services necessary to enable DBC to complete the Construction Services in accordance with the Contract Documents and shall perform all Design Services consistent with the Standard of Care and to achieve orderly progress of the Work.
2. DBC shall prepare the Instruments of Service, consistent with the Standard of Care, to comply with and incorporate applicable laws, rules, and regulations enacted at the time of permitting, and to serve the purposes intended.
3. DBC shall be responsible for correcting any inconsistencies, errors or omissions in the Instruments of Service at no additional cost to County.
4. County's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables and other documents. Any review or acceptance by County will not relieve Consultant of any responsibility for complying with the Standard of Care.
5. DBC's Representative shall be reasonably available to County's Representative for the duration of the Project and shall have the expertise and experience required to supervise the Work. DBC's Representative shall communicate regularly with County's Representative and shall have the authority to act on behalf of DBC in all things relating to performance of the Contract. DBC's Representative may not be replaced prior to Third Notification without County's prior consent.
6. DBC shall meet with County as necessary to keep the Project on schedule, on budget, and to update the Contract Administrator's representative or at the request of County for the duration of the Contract to review: 1) the Project Schedule; 2) design and construction questions, concerns and comments; 3) document submittal status; 4) design, construction and as-built Plans and Record Documents; and 5) any and all questions that have arisen.
7. County's review of, approval of, or response to, any of the matters presented at County/DBC meetings shall not relieve DBC of its sole responsibility for design or of its obligation to complete the Work within the time period required under the Contract and within the interim deadlines established in the Project Schedule and shall not be construed as relieving DBC of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
8. In the event DBC failed to notify County prior to the Effective Date of the Contract of discrepancies, conflicts, or ambiguities among the Contract Documents, or within any particular Contract Document, that DBC recognized or reasonably should have recognized, DBC shall be responsible for correcting the affected Work to meet County's intended requirements at no additional charge, and without an extension of the required deadlines under the Contract and the Project Schedule.

B. Pre-Design Services.

1. **Schedule.** Within fourteen (14) Days of issuance of Notice to Proceed, DBC shall submit for County's approval the detailed schedule for the performance of Design and Construction Services (the "Project Schedule"). Once County has approved it, DBC shall not exceed the time limits established in the Schedule (see Section 00180.41 of the General Conditions). (The Design and Construction Schedule are collectively referred to hereafter from time to time as the "Project Schedule"). The Design and Construction Schedule shall become a Contract Document upon approval by County.
2. **Pre-Design Conference.** Within fourteen (14) Days of Notice to Proceed, County and DBC will hold a pre-design conference to review DBC's Conceptual Design, County's Requirements, the Contract Documents, and

conditions affecting the Work. The conference will also cover: 1) the roles of County, Design Professionals, Consultants, and DBC; 2) the procedures to be followed for handling administrative matters. 3) the procedures to be followed for resolving design questions, scheduling reviews, and communicating approvals; 4) the Project Schedule; 5) confirmation of the scope of the Work called for under the Contract Documents; 6) environmental permitting; and 7) such other matters as the Parties may wish to address. The location for the pre-design-build conference will be at a place designated by County.

C. Design Development Services.

1. DBC shall, consistent with the Standard of Care, provide those Services necessary to prepare, from County-approved Schematic Design Documents, the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical, electrical, and other systems, materials and such other elements as may be appropriate (the "Design Development Documents"). Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, County's safety and maintenance requirements, sustainability and energy conservation.
2. Design Development Documents include:
 - a. **Drawings.** DBC shall provide drawings to set and describe the size and character of the entire Project as to architectural, structural, mechanical, acoustical and electrical systems, materials and appearances, and such other essentials as may be applicable to the Project or required by or for compliance with governing codes and ordinances and other Laws;
 - b. **Specifications.** DBC shall continue to develop and provide specifications in accordance with standards as may be necessary, all of which shall comply with and implement the Special Provisions and Legal Requirements.
 - c. **Schedule.** DBC shall prepare updated Design Schedules delineating the schedule for development, submittal, and review of all phases of Design Development Documents and Construction Documents.
3. In addition to the Design Development Documents requirements, DBC shall also provide the following deliverables to County:
 - a. **Legal Analysis.** DBC shall provide County with an initial analysis of Legal Requirements applicable to the design of the Project, including a code analysis and itemization of required permits, approvals and authorizations pertaining to the Project, by the date established in the Project Schedule.
 - b. **Permitting.** DBC shall file with the proper Authorities all documents required for their review and approval, shall obtain all permits and authorizations, and shall pay for all filing, permit, review and other fees.
 - c. **Technical Requirements.** DBC shall provide any recommendations by its Consultants (including but not limited to structural, mechanical, and electrical) concerning technical requirements that are necessary to implement County Requirements or to comply with Legal Requirements, and that are not fully illustrated in the Design Development Documents.
4. **Approval.** DBC shall provide County with copies of the Design Development Documents for review, comment and approval by County. DBC shall not progress to the development of Construction Documents without County's prior written approval of the Design Development Documents.

D. Construction Document Services.

1. DBC shall, consistent with the Standard of Care, provide those Services necessary to prepare, from the

approved Design Development Documents, construction documents consisting of drawings, specifications and other documents setting forth in detail the requirements for construction of the Project (the "Construction Documents").

2. Construction Documents include:
 - a. **Drawings.** DBC shall prepare final drawings based on the reviewed Design Development Documents, which shall set forth all details necessary for construction of the Project and for the location and installation of utilities on the Project Site, including but not limited to the architectural, structural, mechanical, and electrical details of the Project.
 - b. **Specifications.** DBC shall provide finalized all specifications in accordance with industry standards, all of which shall comply with and implement the Special Provisions and Legal Requirements.
 - c. **Schedules.** An updated Design Schedule delineating the schedule for the finalization, submittal, and review of the Construction Documents.
3. In addition to the Construction Documents and requirements, DBC shall also provide the following deliverables to County:
 - a. **Legal Analysis.** DBC shall provide County with a final analysis of Legal Requirements applicable to the design of the Project, including a code analysis and itemization of required permits, approvals and authorizations pertaining to the Project, by the date established in the Project Schedule.
 - b. **Permitting.** DBC shall file with the proper Authorities any additional documents required for their approval, shall obtain all necessary permits and authorizations, and shall pay for all filing, permit, review, and other fees.
 - c. **Technical Requirements.** DBC shall provide any recommendations by its Design-Build Contractors (structural, mechanical, electrical, etc.) concerning the technical requirements that are necessary to implement County Requirements or to comply with Legal Requirements, and that are not fully illustrated in the Construction Documents.
4. DBC shall otherwise provide all necessary professional Design Services for the Construction Documents phase of the Project. Such Design Services shall include, but are not limited to, the following:
 - a. During development of the Construction Documents and prior to final review of such documents, DBC and County will collaborate on identifying, evaluating and implementing Value Engineering options that will have the effect of making the Project more cost-effective, efficient, or sustainable for County.
 - b. **Approval.** DBC shall provide County with copies of the Construction Documents for review, comment and approval by County. DBC shall not progress to the construction phase of the Project without County's prior written approval of the Construction Documents.
5. **Reimbursement for Extra Design Services.** In addition to Construction Services change order Work paid for pursuant to other provisions of the Contract, County will reimburse DBC for expenses associated with extra Design Services under the following circumstances:
 - (i) County requests reproduction of documents in excess of the number required herein; reimbursement to be limited to DBC's reproduction costs only.
 - (ii) County requests Design Services in excess of those identified or necessarily implied in the Contract Documents, but within the scope of the solicitation; provided, however, County and DBC must execute a Contract Amendment and obtain all necessary State approvals before such extra Design Services shall be performed.
 - (iii) County requires a material change in design or construction after County has accepted the Plans

and Specifications, which requires additional Design Services; provided, however, County and DBC must execute a Contract Amendment and obtain all necessary State approvals before such extra Design Services shall be performed.

6. Pre-Construction Review.

- a. DBC shall provide finalized Construction Documents (“DBC’s Estimate”) for County’s review and approval prior to the commencement of Construction Services.
- b. County shall have the opportunity and right to contract for an independent construction cost estimate (“County’s Estimate”) based upon the finalized Construction Documents.
- c. In the event either County’s Estimate or DBC’s Estimate indicate an inability to complete the Project without exceeding the Contract Price, County shall have the option to terminate part of or all of this Contract.

EXHIBIT C - CONSTRUCTION SERVICES

A. General. Following County's authorization, the Design-Build Contractor (DBC) shall perform the Construction Services described in the Contract Documents, in accordance and in compliance with the approved schedule for the Project. DBC shall provide all Construction Services necessary to furnish County with a complete, fully functional emergency alert system. The system shall be capable of being fully used for the purposes described in the Contract. DBC shall perform the Construction Services as follows:

1. **Means and Methods.** DBC shall have complete control over and charge of, and shall be solely responsible for, construction means, methods, techniques, sequences and procedures in connection with the Work.
2. **Schedules.** DBC shall be responsible for maintaining the Construction Schedules and for carrying out the Construction Services in accordance with the Contract Documents.
3. **Supervision.** DBC shall supervise and administer all activities associated with performance of the Construction Services.
4. **Commissioning.** System acceptance begins after site installation and requisite site checklist documentation is completed. The alert system must operate as designed without interruption for 30 consecutive days. During this period, Design-Build Contractor is required to respond to any system issues or outages. Design-Build Contractor will correct identified issues, and the 30-day acceptance period will start over for another 30 days should the system fault be hardware or software related. County will accept the alert system after 30 days of uninterrupted service.

After the 30-day acceptance period, the Design-Build Contractor will provide 90 days of customer support. Customer support includes system troubleshooting, on-site training, and network support for County IT and other select County personnel. Design-Build Contractor will provide a written training options plan for County personnel for alert system maintenance. County will have the option to execute a service agreement with Design-Build Contractor to provide maintenance and support. Design-Build Contractor shall provide training that meets manufacturer's minimum requirements to support and maintain equipment. This includes factory training and required maintenance equipment such as service monitors, antenna testing, and required tools for warranty assurance per manufacturer guidelines proposed in manufacturers maintenance and service manuals. Design-Build Contractor will make recommendations based on Client knowledge and required maintenance equipment to support manufacturer warranty.

5. **Warranty.** Provide a minimum 3-year warranty on the finished product.
6. **Safety.** DBC shall take such precautions as may be required to ensure the safety of, and shall provide such protection as may be required to prevent damage, injury or loss to: 1) employees of County, employees of DBC, and other persons who may be present on the Project Site or in a position to be affected by construction activities; 2) the Project Site, and all materials and equipment to be incorporated into the Project; and 3) other property at or adjacent to the Project Site.
7. **Communication.** Except as may otherwise be specified in this Contract or in the Special Provisions, County will direct its communications to DBC regarding Construction Services through DBC's Representative.
8. **Material and Equipment.** DBC warrants to County that materials and equipment incorporated into the Project, and all Construction Services performed, shall be of good quality, free from faults and defects, and in conformance with the Contract Documents.
9. **Site Maintenance.** DBC shall keep the Project Sites free from accumulation of waste materials or rubbish caused by DBC's operations. At the completion of the Construction Services, DBC shall remove from and about the Project Sites all DBC's tools, equipment, machinery, surplus materials, waste materials and rubbish.
10. **Acts and Omissions.** DBC shall be deemed to have complete control over and charge of acts and omissions of the Design Professional, Consultants, subcontractors, and their agents and employees, and of all other

persons performing portions of the Construction Services or on the Project Site with DBC's knowledge or permission for any purpose related to the Project.

- 11. Corrections.** At its own expense, DBC shall correct Construction Services that do not conform to industry standard, the Special Provisions, Construction Documents, and Legal Requirements.
- 12. Change Orders.** DBC shall prepare change orders for County's approval and execution and shall obtain County's written approval in the form of an executed change order, Contract amendment, or County's directive, for any changes, whether minor or material, within the scope of the Project.
- 13. Written Amendment.** DBC's duties, responsibilities and scope of authority, as set forth in the Contract, cannot be modified except by written Contract amendment executed by the Parties, and including all required State of Oregon approvals, if any.
- 14. Legal Compliance.** DBC shall comply with all Laws relating to the Project, including but not limited to ORS 455.010 through ORS 455.897, as amended, and rules adopted pursuant to those statutes.
- 15. Prevailing Wage.** This Project is subject to both federal and State prevailing wage rate requirements. Not less than the higher of the applicable federal or existing State prevailing wage rates shall be paid to construction workers according to 00170.65(b) and 00170.65(e) of the General Conditions. The applicable federal prevailing wage rates and the existing State prevailing wage rates last published prior to the time of Notice of Intent to Award apply to this Project.

Applicable Wages – Prevailing wage rates published in the following wage determinations and any applicable modifications or amendments apply to the Project and are included below:

- a. U.S. Department of Labor, "General Wage Determinations issued under the Davis-Bacon and Related Acts: Oregon Highway Construction Projects", and
- b. Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates for Public Works Contracts in Oregon".

16. Liability. DBC shall be liable for injury to persons and damage or loss of property caused by the negligence, gross negligence, recklessness, willful, intentional, or otherwise wrongful acts or omissions of DBC, anyone directly or indirectly employed by DBC, DBC's Consultants, subcontractors and agents, and all other persons performing portions of the Work or on the Project Site with DBC's knowledge or permission for any purpose related to performance of Design Services or Construction Services. This subparagraph shall in no way affect the applicability or diminish the scope of coverage of the bonds and insurance required under Subsections 00130.50 and 00170.70 of the General Conditions.

- B.** In addition to all requirements for the general administration of the Construction Services, DBC shall perform the following specific services:
 - 1. Pre-Construction Conference.** DBC shall conduct a pre-construction conference at a site to be determined by County;
 - 2. Record Documents.** DBC shall prepare and deliver Record Documents to County electronically and in hard copy upon completion of the Construction Services, and as a condition to final payment. DBC acknowledges that it bears sole responsibility to County for the accuracy of the information upon which the Record Documents are based. The Record Documents shall be provided in their native digital format and in the format typically used throughout the Project to convey similar files to County.
 - 3. Second Notification.** When all On-Site Work on the Project is completed, including, but not limited to Change Order Work and Extra Work, County will issue Second Notification as specified in 00180.50(g) of the General Conditions.
 - 4. Punch List.** County's Representative will issue a complete Punch List of incomplete or defective items to

DBC within fourteen (14) Days after issuance of Second Notification. DBC shall complete all Punch List items within thirty (30) Days of receipt of the Punch List.

EXHIBIT D - PROJECT SCHEDULE

- 1. Project Schedule.** The single Design and Construction Schedule approved by County (“Project Schedule”) shall establish the deadlines for performance and milestones for completion of Design Services and Construction Services under the Contract. The Design-Build Contractor shall provide a **Type A Schedule** per 00180.41 of the General Conditions
- 2. Commencement of Work.** DBC shall commence the Work contemplated by the Contract upon complete execution of the Contract and receipt of the Notice to Proceed.
- 3. Notice to Proceed.** County will issue its Notice to Proceed with Design Services at the time of Contract execution. County will authorize DBC’s commencement of the Construction Services following DBC’s completion of phased Construction Documents sufficient to enable construction based thereon.
- 4. Completion of Project.** DBC shall complete all Work under the Contract on or before the date set forth in the Project Schedule as approved by County.
- 5. Time is of the Essence.** All time limits stated in the Contract Documents are of the essence. No provision of the Contract shall preclude recovery of actual damages for delay by either Party. Actual damages incurred by County in the event of late completion include but are not limited to: costs of temporary facilities for County and County’s lessees, professional and legal fees and charges, and administrative expenses.
- 6. Time for Performance.** This Contract shall take effect on the Effective Date and DBC shall perform the Contract through Project completion in accordance with the approved Project Schedule.
- 7.** The project must be completed before March 31, 2026, as that is the budget period end date, and no funds are available after that date as per the USDOJ grant agreement award.

EXHIBIT E – SYSTEM PERFORMANCE REQUIREMENTS

The following details the requested specifications for the System, understanding not all Systems are the same similar capabilities may be proposed. Any similar or alternate specifications must be explicitly identified.

1. The System shall provide siren tones and voice broadcasts (pre-recorded and live) appropriate to warn the community of any man-made or natural emergency including severe weather, Red Flag Warnings, watches and evacuation.
2. The System shall have at least one primary control station, with the option for up to ten additional stations for localized control of specific Systems, that can activate and monitor the System independently of each other.
3. The System shall support the targeted activation of individual sirens, grouped areas, or all sirens through a user interface.
4. The System shall have a zoning capability allowing the user to activate by selecting preconfigured or on-the-fly groups of siren locations, without manual actions required.
5. The control System shall be able to communicate with outdoor units to monitor, control, log, and report all System activities and status. It shall be able to provide real time feedback of siren/alerting status, and to initiate silent tests, alarm activations, pre-recorded messages, live voice broadcasts, turn on/off optional multicolored strobes to coincide with alerts, and remotely program units.
6. The status checks of the System shall include, but is not limited to, low battery, AC fail, charger fail, cabinet intrusion, speaker array status, radio communications and other maintenance information in the System. The control System shall report success, failure, not verified, normal, abnormal and out of service displays indicating the status of the System at all times.
7. The System shall be able to interface with current county emergency alerts System (Everbridge), for a minimum of IPAWS Activation. Individual targeted activation through current System is ideal (each location identified as an individual item that can be selected, receive notification, and activate).
8. The System shall have a web-based System that can be accessed by authorized personnel to activate the System without physical access to the main control System.
9. Access to the System through mobile devices is preferred, this can be through an application, or optimized mobile phone-based web interface.
10. The software shall have an easy-to-use graphical user interface (GUI) to control and monitor the System, including a community-specific customized map displaying the community, with the siren locations shown on the map. In the event there is a computer or software failure, the communication control unit shall have the ability to execute all of the siren activations.
11. The software shall provide easy adjustment of dB levels within the System. The software shall have the ability of providing dB adjustments for all the sirens within the community or individual sirens to provide the ability to adjust the volume at each location without having to physically visit each location.
12. The System shall provide some means of warning people in the immediate area impending siren activation, before full siren dB output is achieved to allow people in the immediate area to depart the area or protect hearing.

- 13.** All sirens should be set to a safe dB by default and have the ability to increase based on activation event or requirements.
- 14.** The System must support the ability to initiate concurrent and/or sequential activations.
- 15.** The vendor shall provide a System secured against accidental or mischievous activation. Provide the ability to cancel (stop) the message/siren/tone/light if inadvertently initiated.
- 16.** The control station shall have the ability to test the sirens individually, or totally. A silent test feature shall be available, and where each System unit will display the resulting test status.
- 17.** Provide for configurable activation events. An activation shall be able to be flexibly configured as virtually any sequence of live voice, and/or pre-recorded messages, and/or tones.
- 18.** All tones shall be locally generated in the field units. Prerecorded messages shall be able to be stored locally in the field units, and be clear and understandable, regardless of the input media.
- 19.** The siren shall provide standard tones and shall also provide all tones and messages requested by the community. At a minimum a High-Low Siren is required.
- 20.** The siren shall have the ability to deliver intelligible "live voice" public address announcements and prerecorded digital messages, in addition to tones.
- 21.** System components shall be secured with access control and a monitor to identify tampering.

EXHIBIT F – COMPENSATION

- A. LUMP SUM PRICE.** The Lump Sum Price is hereby established in the amount of \$ 1,399,410.68, subject to additions and deductions in accordance with the Contract. Design-Build Contractor represents that the Lump Sum Price is sufficient to cover all of the Design-Build Contractor’s obligations under or arising from this Contract, at law and otherwise, and to have allowed the necessary resources to enable the Design-Build Contractor to achieve Second Notification of the Work within the Contract Time.
- B. METHOD OF COMPENSATION.** County shall make progress payments on the Contract monthly as the Work progresses.
- a. Design-Build Contractor shall submit and obtain County’s approval of a Schedule of Values. A Schedule of Values is the breakdown of the values of the component elements comprising a lump sum Pay Item for each area. Payments shall be based on estimates of Work completed, as indicated in the approved progress schedule, and the schedule of values. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.
 - b. Prior payments shall be subtracted so that Design-Build Contractor does not receive duplicate progress payments for the same Work.
 - c. **Expense Reimbursement.** No Expense Reimbursement - County will not reimburse Contractor for any Expenses under this Contract.
- C. INVOICES.** Design-Build Contractor shall submit invoices in the format required by County (and with supporting documentation to substantiate charges on the invoice) no more frequently than once per month. The address for invoice submittal is set forth in **Exhibit K – Contact Information & Key Persons**. In addition to all other applicable invoice requirements in this section C, each invoice must include the following information:
- The project name
 - Invoice number
 - Invoice date
 - Billing period
 - County’s Contract number
 - County’s project number
 - County project manager’s name
 - Remit address
 - Design-Build Contractor project manager’s name
 - Task or Site numbers from contract
 - Percent complete of each task/deliverable
 - Total amount due for the billing period
- D. PAYMENT TERMS.** Payment will be made to Design-Build Contractor no later than 30 calendar days from receipt of invoice completed in conformance with all contractual requirements. County will endeavor to notify Design-Build Contractor within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made no later than 30 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law.

- E. CORRECTIVE WORK.** Design-Build Contractor shall complete all Services, including Deliverables, as required in the Contract to County's satisfaction. If County, using reasonable discretion, determines that the Services or associated deliverables, or both, are unacceptable, County shall notify Design-Build Contractor in writing of the deficiency. Within 7 calendar days (unless a different timeframe is agreed to by the Parties) of receipt of the deficiency notification Design-Build Contractor shall respond to County outlining how the deficiency shall be corrected. Design-Build Contractor shall correct any deficiencies in the Services and Deliverables to County's satisfaction without further compensation. County will not unreasonably withhold payment.
- F. WITHHOLDING/RETAINAGE.** County reserves the right to initiate, at any time during the Contract, withholding of payment equal to 5% of the amount of each invoice submitted to County under the Contract. County will make final payment of any balance due to Design-Build Contractor promptly upon verification of completion and acceptance of all Services by County and will pay interest as required on retainage.
- G. PAYMENT REDUCTION.** U.S. Department of Justice or County, or its duly authorized agents, may audit Design-Build Contractor's fiscal records, including certified payroll and overhead records at any time. If County finds previously undisclosed inaccurate or improper costs have been invoiced and paid, County will notify Design-Build Contractor and seek clarification. County, in its sole discretion, may reduce the payment for Services by withholding the inaccurate or improper amounts from any future payment to Design-Build Contractor, withhold the inaccurate or improper amounts from final payment to Design-Build Contractor, or may use any other means to seek recovery of already paid but improperly calculated amounts.
- H. NON-REIMBURSABLE COSTS AND EXPENSES.**
- Salaries and other compensation of the Design-Build Contractor's personnel stationed at DBC's principal office or offices other than the Project Site offices, expenses of the Design-Build Contractor's principal office and other offices and all overhead not included in the Contract Lump Sum Price.
 - DBC's capital expenses, including interest on the Design-Build Contractor's capital employed for the Work.
 - Costs due to the fault or negligence of the Design-Build Contractor, its subcontractors, suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
 - The cost of correction of nonconforming or defective Work, and of any repair or warranty Work.
 - Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith.
 - All main office administrative costs associated with the Design-Build Contractor's safety program.
 - Fines and penalties.
 - Any costs in excess of the Contract Lump Sum Price.
 - Costs for negotiation of the Contract or Contract amendments, including but not limited to proposal preparation, BOC preparation, preparation for negotiations, and negotiation of level of effort/budget.
 - Costs related to disputes or E&O Claims, including but not limited to discussions, meetings and preparation of any dispute or claim related documentation.
 - Mark-up on subcontractors or ODCs not included in the Contract Lump Sum Price.
 - Transfer of knowledge and information related to Key Person replacements.
 - Correcting or making adjustments to incorrect or improper invoices.
 - Direct compensation for items included in firm's indirect costs.
 - Premium costs incurred as a result of working overtime or holidays. (Premium time should normally be charged to overhead. In accordance with ORS 279C.520, employees shall be paid at not less than time and one-half for all overtime worked and for work on legal holidays, except for individuals who are excluded from receiving overtime under personal services contracts pursuant to ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209.)

EXHIBIT G - INSURANCE PROVISIONS

- A. REQUIRED INSURANCE.** Design-Build Contractor shall obtain at Design-Build Contractor’s expense the insurance specified in this section prior to performing Work 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. Design-Build 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 Design-Build 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). Design-Build Contractor shall require and ensure that each of its subDesign-Build Contractors 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. Design-Build 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. **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. Design-Build Contractor shall provide proof of insurance of not less than the following amounts as determined by County:
 - Required by County** **Not required by County.**
 - Bodily Injury/Death:**
 - \$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
 - iv. **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”). Design-Build Contractor shall provide proof of insurance of not less than the following amounts as determined by County:
 - Required by County** **Not required by County.**
 - Bodily Injury/Death:**
 - 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 Design-Build 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 Design-Build 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.** Design-Build 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). Design-Build Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

EXHIBIT H - SPECIAL TERMS AND CONDITIONS

1. **FEDERAL CIVIL RIGHTS.** Design-Build Contractor must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, Design-Build Contractor must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects).

2. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Design-Build Contractor shall not enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

3. **BUY AMERICA PREFERENCE.** Design-Build Contractor is hereby notified that it must comply with the Buy America Act and the Build America Buy America Act as follows:
 - a. All iron and steel used in the project must be produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - b. All manufactured products used in the project must be produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
 - c. All construction materials must be manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- a. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- a. **Non-ferrous metals.** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- b. **Plastic and polymer-based products.** All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- c. **Glass.** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- d. **Fiber optic cable (including drop cable).** All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- e. **Optical fiber.** All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- f. **Lumber.** All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- g. **Drywall.** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- h. **Engineered wood.** All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

4. COMPLIANCE WITH NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED STATUTES. Design-Build Contractor must comply with The National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements. Design-Build Contractor shall complete necessary field and literature investigations to provide County with the appropriate environmental documentation required for completion of the Project. Depending on the proposed construction activity, studies may include, but are not limited to the following:

- Cultural and historic resources
- Archaeological resources
- Hazardous materials
- Endangered Species Act compliance and
- Clean Water Act compliance

EXHIBIT I – APPENDIX II TO PART 200
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding County. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding County.
- **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding County.
- **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding County and the Regional Office of the Environmental Protection Agency (EPA).
- **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any County, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- See §200.322 Domestic preference for procurements.
- Audit Requirements of 2 CFR §200.5XX (Subpart F)
- Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to County within 30 days of completion.
- Subrecipient must save, protect and hold harmless County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and County.
- **System for Award Management.** Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards (“subgrants”) to first tier subcontractors (first-tier “Subcontractors”),

including restrictions on subawards to entities that do not acquire and provide (to County) the unique entity identifier required for SAM registration.

- **Whistleblower Protection Act.** Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- **Recordkeeping Requirements.** Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to County. County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Subrecipient must agree to provide or make available such records to County upon request, and to the Government Accountability Office (“GAO”), U.S. Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.
- **Civil Rights Compliance.** Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient’s implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient’s implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.
- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury’s implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.
- **Real Property, Equipment and Other Capital Expenditures.** County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13,2020]

EXHIBIT J - ERRORS & OMISSIONS (E&O) CLAIMS PROCESS

E&O CLAIMS PROCESS

The goals of the E&O claims process are to:

- Identify E&O issues and associated costs early
- Require timely notification to the Design-Build Contractor of problem issues
- Establish a requirement to work together to correct, mitigate, or minimize the effects on the construction project's quality, schedule and budget and
- To identify associated costs when the standard of care has not been met and provide resolution of responsibility for "Premium" Costs incurred.

The process is focused on resolving issues at the lowest possible administrative levels in a spirit of collaboration. If County's Contract Administrator (CA) cannot reach resolution with the Design-Build Contractor regarding E&O issues, however, the CA may request a standard of care determination from the Chief Engineer.

Procedure for resolution of disagreements

GENERAL

When either Party discovers or determines actions, omissions, or deliverables by the other Party to be incorrect or outside the terms of the contract, the following steps shall be followed:

- Provide oral and written notice of the issue (email, fax, or hard copy) to the other Party,
- Design-Build Contractor shall provide CA requested records and documents pertaining to the issue and will participate in a technical review committee to determine if standard of care was met, at the request of the Chief Engineer.
- Work together to correct, mitigate or minimize the effects of the issue
- When the standard of care has not been met, work together to determine responsibility for any Premium Costs incurred as a result of the issue

INITIAL VERBAL NOTICE AND WRITTEN LETTER OF CONCERN

When either Party discovers or determines actions, omissions, or work products by either Party to be incorrect or outside the terms of the Contract, the discovering Party shall give timely oral notice and a written Letter of Concern to the other Party.

If the Design-Build Contractor disagrees with any written or oral order of County that in the opinion of the Design-Build Contractor would entitle the Design-Build Contractor to additional compensation, the Design-Build Contractor shall provide oral notice and written Letter of Concern to the CA within seven (7) days of receiving the order from County. The Letter of Concern must include an explanation of why the Design-Build Contractor believes the requirements of the oral or written order are outside of the agreed scope of services. The CA shall acknowledge in writing receipt of the Design-Build Contractor Letter of Concern.

If County believes the Design-Build Contractor has not performed with the required Standard of Care, County shall provide the Design-Build Contractor oral notice and written Letter of Concern. The Design-Build Contractor shall acknowledge in writing receipt of County's Letter of Concern and provide to County all project related requested information.

INFORMATION EXCHANGE AND RESOLUTION MEETING

The Design-Build Contractor and CA shall meet within seven (7) calendar days of sending or receiving a Letter of Concern, or on a mutually agreed, to discuss the issue of concern and provide to the CA all requested information pertaining to the issue.

The primary purpose of this meeting is to determine how, at County's sole discretion, to correct, mitigate, or minimize the effects of the issue, including impacts of the issue on the construction project's work quality, schedule, and costs.

Following County's determination of the appropriate corrective action, the Design-Build Contractor and the CA shall work together to resolve responsibility and corresponding Premium Costs related to the issue.

If the CA is unable to reach satisfactory resolution of responsibility and corresponding Premium Costs with the Design-Build Contractor, the CA will request the Chief Engineer to initiate an internal review.

CLAIMS PROCEDURE

County, upon request of the CA and at the discretion and direction of the Chief Engineer, will undertake an internal review for the purpose of determining if the standard of care was met. The Design-Build Contractor will cooperate with the internal review as requested.

If the Chief Engineer determines that standard of care has been met, then all parties are to continue to work together to correct, minimize or mitigate effects of the issue and it is County's responsibility to cover Premium Costs.

If the Chief Engineer determines that standard of care has not been met, then Cost Evaluation and Recovery will be pursued.

County may, at any time during the course of this Contract, and up to the time allowable by law following the final payment for any work on the contract, present the Design-Build Contractor with a Claim for actual damages incurred due to any disagreement concerning standard of care issues and all subsequent damages suffered by County arising from such issues.

COST EVALUATION AND RECOVERY

The Premium Costs incurred by County and/or construction project resulting from the Design-Build Contractor's failure to meet the standard of care will be evaluated and quantified. Any extenuating or mitigating factors in relation to cost recovery, such as limitations on fee and scope of services, time constraints for performance of services, unforeseen or changed conditions, third party requirements, responsibility and comparative fault of other parties, or other circumstances or constraints affecting the Design-Build Contractor's performance will be considered.

Utilizing cost information generated by County's internal investigation, the CA will meet with the Design-Build Contractor in an attempt to reach agreement for resolution of responsibility and corresponding Premium Costs. If resolution is not reached, then the Chief Engineer or designee will meet with the Design-Build Contractor and pursue one of all of the following actions:

- Negotiate a resolution with the Design-Build Contractor
- Agree with the Design-Build Contractor to share equally the cost to jointly present the issue to a creditable, neutral third party panel to obtain a non-binding recommendation
- Pursue other Alternate Dispute Resolution methods as agreed to with the Design-Build Contractor, or
- Escalate the issue to litigation.

ALTERNATE METHODS OF RECOVERY

When the Parties reach agreement on cost recovery for a failure to meet the standard of care determination, the Design-Build Contractor may make restitution to County in the following methods as agreed to by both Parties:

- Making direct payments to County
- Correcting the deficient services
- Re-performing the deficient services
- Forfeiting payments for other services on other County Contracts
- Providing in-kind services at no cost to County
- Utilizing other methods acceptable to both Parties

Documentation

The CA or designee shall document the contract file with all correspondence, notices, meeting notes and Letters of Concern related to E&O issues, claims, or potential claims. The file must include a written statement summarizing the findings of the claims process and the outcome, including:

- The determination of whether or not the Design-Build Contractor met Contract requirements and met the standard of care;
- The determination of responsibility and whether there were mitigating circumstances beyond the reasonable control of the Design-Build Contractor;
- The determination of whether or not the work requested by County was within the scope of services of the Contract;
- If the Design-Build Contractor was not required to correct deficiencies at no cost to County, provide the reasons for that decision.
- A record of negotiation for any negotiated settlement subject to the rules regarding confidentiality of mediations in OAR 731 division 001.

DEFINITIONS

County – Marion County, Oregon

CA – County’s Contract Administrator overseeing the Design-Build Contractor contract and deliverables.

County TI – County Technical Investigator. A County manager familiar with the technical discipline at issue who independently reviews records and interviews personnel pertinent to the claim to determine if the standard of care was met.

Design-Build Contractor – Private Sector entity, which has entered into a Contract with County to provide Architectural or Engineering services and which employs, or engages the services of, the Professional of Record.

Contract - The project specific Contract between County and Design-Build Contractor.

Error – Plan or specification details or contract administration actions which are incorrect, conflicting, insufficient or ambiguous

E&O – Errors and Omissions

Omission – The plans or specifications or contract administration actions are silent on an issue that should otherwise be addressed in the documents

Parties – Refers to County and Design-Build Contractor collectively

Party – Refers to County and Design-Build Contractor separately

Premium Costs – The additional costs incurred by County and/or a construction project which result from the Design-Build Contractor’s failure to meet the Standard of Care. Premium Costs are dollar amounts paid for non-value-added work. Premium costs are not reimbursed by the federal government on federal aid projects. Delays, inefficiencies, rework, or extra work as shown below, caused by the Design-Build Contractor’s failure to meet the standard of care, will be considered as non-value-added work. Non-value-added work can occur in three distinct situations:

- Work delays or inefficiencies.
The Premium Costs are the total delay/inefficiency damages paid to the construction contractor.
- Rework

The Premium Costs are the dollar amount of the original items of work that have to be removed and the costs to remove these items.

- **Extra Work**

The Premium Costs are computed as the net difference between the final agreed prices paid to the construction contractor and what the cost would have been had the extra work been included in the original bid at letting.

Standard of Care – For the standard of care that applies to your project, refer to the standard of care language included in the Contract for the project.

TRC – Technical Review Committee. A committee convened by County Chief Engineer, chaired by County TI and staffed by at least 3 technical experts chosen by County TI from a list of County, ACEC and other technical experts. The committee is charged with reviewing records and interviewing personnel pertinent to the claim to determine if standard of care was met.

EXHIBIT K – CONTACT INFORMATION & KEY PERSONS

1. Party Contact Information.

*** County’s Project Manager (CPM)**

Name:	Mark Foster
Ph:	503-373-4307
E-mail:	mfoster@co.marion.or.us

*** County Contract Administrator for contractual matters:**

Name:	Alicia M. Jones
Ph:	503-373-4320
E-mail:	ajones@co.marion.or.us

County’s address for invoicing:

Mailing Address:	Marion County Public Works 5155 Silverton Rd NE. Bldg. 1 Salem, OR 97301
E-mail:	pwap@co.marion.or.us

****Design-Build Contractor’s Project Manager (PM) for this Contract is:**

Name:	Robert McLaughlin
Ph:	617-418-2322 (office) 603-714-4072 (cell)
E-mail:	rmclaughlin@atisystem.com

Design-Build Contractor’s remit address for payments and contact for billings:

Name:	Nuria Munoz
Ph:	617 418-2329 Office 617 283-4951 Cell
E-mail:	nmunoz@atisystem.com

* County may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Design-Build Contractor.

**Any changes to Design-Build Contractor’s Project Manager must be approved in writing (e-mail acceptable) by County.

2. Key Persons. Design-Build Contractor acknowledges and agrees that County selected Design-Build Contractor, and is entering into the Contract because of the special qualifications of Design-Build Contractor’s key personnel (“Key Persons” or “Key Personnel”), which may include specific staff agreed to during Contract negotiations. In particular, County, through the Contract is engaging the expertise, experience, judgment and personal attention of the Key Persons identified in the Contract.

Each Key Person shall not delegate performance of any management powers or other responsibilities he or she is required to provide under the Contract to another of Design-Build Contractor’s or subcontractor’s personnel without first obtaining the written consent of County. Further, Design-Build Contractor shall not re-assign or transfer any Key Person to other duties or positions such that the Key Person is no longer available to provide County with their expertise, experience, judgment, and personal attention according to any schedule established under the Contract without first obtaining County’s prior written consent to such re-assignment or transfer. Notification of request to change a Key Person shall be in writing (via e-mail or other form as may be required by County.) Throughout the term of the Contract, Design-Build Contractor shall provide updated information (if requested by County) to demonstrate the continuing qualifications of any staff working on County projects, including those approved as Key Persons.

In particular, County, through the Contract is engaging the expertise, experience, judgment and personal attention of the following Key Persons:

Name	Role
Antonio Cracchiolo	VP Operations/Principle-in-Charge
Robert McLaughlin	Project Manager
Pavan Madamanchi	Lead Engineer

3. Reassignment or Transfer of Key Person. In the event Consultant requests that County approve a reassignment or transfer of a Key Person:

- Design-Build Contractor shall provide a resume for the proposed substitute demonstrating that the proposed replacement has qualifications that are equal to or better than the qualifications of the person being replaced.
- County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.
- Any substitute or replacement for a Key Person must be approved in writing (e-mail acceptable) and shall be deemed to be a Key Person under the Contract.

Design-Build Contractor agrees that the time/costs associated with the transfer of knowledge and information for a Key Person replacement is not a cost borne by County and shall not be billed to County. This includes labor hours spent reviewing project documentation, participating in meetings with personnel associated with the Contract/project, and participating in site visits to become familiar with the project.

ATTACHMENT 1 – DEFINITIONS

In addition to those definitions found in section 0110.20 of the Marion County General Conditions Version 2024, the following are additional definitions of words and phrases used in the Contract Documents.

“Authorities” means Federal, State, and Local governmental or regulatory authorities having jurisdiction over the Work, the Project, and the Project Site.

“Closeout” means the process of completing all details of both construction and DBC commissioning of the Project.

“Closeout Period” means the time period is from the date of Substantial Completion or Second Notification until Final Payment and Third Notification, both as defined in the General Conditions.

“Construction Documents” means Plans, Specifications and other documents setting forth in detail the specific requirements for construction of the Project.

“Construction Period” means the period of time from the beginning of Work on the Project Site until Final Payment, as that term is defined in the General Conditions.

“Construction Services” means the construction services and work to be performed by DBC, as more particularly described in **Exhibit C** of this Contract.

“Consultants” means individuals identified in **Exhibit K** attached hereto, performing services for the Design-Build Contractor on the Project with the approval of Owner.

“Contract Price” is defined in **Exhibit F** of this Contract.

“Contract Period” means the total period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

“Design-Build Contractor” or “DBC” has the same meaning as “Contractor” wherever that term is used in the General Conditions or in any other part of the Contract.

“Design Development” means the process of determining the form, arrangement, size, and materials of the Work or a portion of the Work, as described in the terms of the Contract.

“Design Development Documents” means those interim submissions developed in conformity with the Special Provisions and Legal Requirements during the Design Development Services phase, including design concepts, Plans, and Specifications that have not yet been finalized after review provision of all testing and approval by Owner.

“Design Professional” shall have the meaning given in ORS 31.300(1) and shall be interchangeable with the terms “Architect/Engineer” “Architect” and “Engineer” as those terms are used in the General Conditions and other documents incorporated into this Contract.

“Design Services” means the design services to be performed by DBC, as more particularly described in **Exhibits A and B** of this Contract.

“Final Payment” means the final payment due from the Owner to DBC, as more particularly defined in the General Conditions.

“General Conditions” means the **General Conditions for Construction for Marion County, v2024**, published by Marion County on the Marion County Public Works Engineering Division website at <http://www.co.marion.or.us/PW/Engineering>.

“Instruments of Service” means any manifestation of DBC’s Services produced by DBC or Consultants, required or incorporated by this Contract or as otherwise necessary to accomplish the Services including models, drawings, specifications, deliverables, communications, and other documents.

“Laws” or “Legal Requirements” means statutes, regulations, ordinances, building codes, permit conditions, and lawful orders of public authorities, issued by federal, State, and local governmental or regulatory authorities having jurisdiction over the Work, the Project, and the Project Site.

“Lump Sum Price” means the maximum price to be paid to DBC under this Contract, as it may be adjusted from time to time pursuant to provisions of this Contract.

“Owner” means Marion County.

“Preliminary Design” or “Schematic Design” means the process of finalizing the design criteria for the Project and preparing preliminary drawings and written descriptions to illustrate the preliminary design of the Project Work or a portion of the Project Work, in conformity with the Special Provisions and Legal Requirements and as more particularly described in the terms of the Contract.

“Project Sites” means the physical location of all alerting system installation.

“Project Specifications” are specifications set forth in the Construction Documents that specify in detail the specifications for construction of the Project and that inform the drawings set forth in those documents.

“Standard of Care” means the same professional skill, care, diligence and standards as other professionals in the same discipline performing similar services for similar Project in similar geographic areas.

DBC

ATTACHMENT 2 - RELATIONSHIP AND ROLES OF THE PARTIES

Independent Contractor. DBC is an independent contractor and not an officer, employee, or agent of Owner as those terms are used in ORS 30.265.

Owner's Representative. Owner's Representative is Owner's exclusive representative with respect to the Contract, unless Owner designates another representative and notifies the Design-Build Contractor (DBC) in writing of that designation. All communications from Owner to DBC will be issued or made through Owner's Representative. Owner's Representative shall have the authority to establish procedures, consistent with the Contract, to be followed by DBC, and to call periodic conferences to be attended by DBC throughout the term of the Contract. Owner's Representative shall have no authority to amend the Contract, however, outside the change order process that is set forth in **Section 00140** of the General Conditions.

DBC's Representative. DBC's Representative shall be DBC's exclusive representative to Owner with respect to the Contract, unless DBC designates another representative and notifies Owner in writing of that designation. All communications from DBC to Owner shall be issued or made through DBC's Representative. DBC's Representative shall have the authority to execute change orders and Contract Amendments on behalf of DBC.

DBC's Key Personnel. DBC's personnel identified in **Exhibit K** shall be considered unique key personnel and shall not be replaced during the Project without the written permission of Owner, which shall not be unreasonably withheld. If DBC intends to substitute key personnel, DBC must submit a written request to Owner at least thirty (30) Days prior to the intended date of substitution. Upon Owner's approval, the original and replacement personnel shall work concurrently during a transition period of at least fifteen (15) Business Days. Owner has sole discretion to approve any subsequent replacements of such replacement personnel.

DBC's Consultants. DBC's Consultants identified in **Exhibit K** shall be considered unique and shall not be replaced during the Project without the written permission of Owner. If DBC intends to substitute a Consultant, it must submit a written request to Owner at least thirty (30) Days prior to the intended date of substitution and include the name of the proposed replacement. Owner shall be deemed to have consented to the engagement of such Consultant unless Owner objects in writing within such 30-Day period; *provided that* if Owner subsequently discovers information that leads Owner to reasonably believe a Consultant selected by DBC and approved by Owner is not qualified to perform the Work, DBC shall promptly replace such Consultant upon the request of Owner.

DBC's Subcontractors. Unless otherwise permitted in the Contract Documents, including the RFP, DBC shall use a competitive process to select subcontractors to perform the Work, and shall participate in such a competitive process to the extent it wishes to self-perform portions of the Work. If DBC wishes to select subcontractors using any other type of selection process, DBC must first submit a description of such alternative process to Owner for approval. Except as approved in writing in advance by Owner, DBC shall not permit selected subcontractors to further subcontract any portion of the Work.

DBC's Design Professional. If DBC intends to substitute its Design Professional, DBC must submit a written request to Owner at least thirty (30) Days prior to the intended date of substitution. Upon Owner's approval, the original and replacement Design Professionals shall work concurrently during a transition period of at least ten (10) Business Days. Owner has sole discretion to approve any subsequent replacement of such replacement Design Professional.



**PUBLIC SAFETY ALERTING SYSTEM
(DESIGN-BUILD)**

**REQUEST FOR PROPOSAL (RFP)
PW1523-25**

ATI SYSTEMS PROPOSAL

Thursday, October 2, 2025

Submitted by: Robert McLaughlin

Manager, ATI Systems

30 Jeffries St, Boston, Massachusetts 02128

Office: 617-418-2322

Cell: 603-714-4072

Email: rmclaughlin@atisystem.com

www.atisystem.com

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF ATI. It is submitted with the express understanding, to which the recipient agrees, that its contents or any part of them will not be duplicated or disclosed to third parties, nor will proprietary information herein be used to or for any other purpose except review and implementation of the design system, with the prior written consent of ATI having been obtained in each instance. "Proprietary information" means information not previously known to the recipient so long as it is not generally and properly available.

Table of Contents

1. Cover Letter.....	3
2. ATI Systems Key Persons Qualifications and Experience.....	4
2.1.ATI Key Team Members and Roles.....	4
2.2.Comparable Project Experience.....	5
2.3.ATI Systems Key Personnel Resumes.....	8
3. ATI Systems Approach, Management Plan and Project Delivery Plan.....	11
3.1. ATI Systems Technical Approach.....	11
3.1.1. ATI Preliminary Acoustic Design and Coverage Map.....	11
3.1.2. ATI Control Station Architecture.....	12
3.1.3. ATI Communication Architecture.....	13
3.2.ATI Systems Project Management Plan.....	14
3.2.1. ATI Project Management Philosophy.....	14
3.2.2. ATI Project Staffing Teams and Responsibilities.....	14
3.2.3. Communication and Co-ordination Framework.....	15
3.2.4. ATI Authorized Oregon Licensed Design-Build Sub-contractor.....	16
3.2.5. ATI Risk and Change management.....	16
3.3.ATI Systems Project Delivery Plan.....	17
3.3.1. ATI Installation Plan.....	17
3.3.2. Preliminary Project Schedule.....	17
3.3.3. Budget and Cost Control.....	18
3.3.4. Deliverables and Handoff.....	18
3.3.5. Warranty and Maintenance.....	18
3.3.6. System Lifespan.....	18
4. Price Proposal and Coverage Area	19

1. Cover Letter

Alicia Jones
Grant/Contracts Compliance Analyst
Marion County Public Works Department
5155 Silverton Rd NE Salem, OR 97305

Re: Proposal Submission – PW1523-25 Public Safety Alerting System (Design-Build)

Dear Ms. Jones,

Acoustic Technology, Inc. (ATI Systems) is pleased to submit this proposal for the design-build delivery of the Marion County Public Safety Alerting System (RFP PW1523-25). We appreciate the opportunity to support Marion County in enhancing its emergency management capabilities and ensuring reliable public warning and communication during critical events.

ATI Systems is a pioneer in the field of mass notification and emergency communication. For more than 40 years, ATI has designed, manufactured, and installed outdoor warning systems across the United States and internationally, serving clients in community, campus, industrial, and military markets. Our solutions combine advanced acoustic design with next generation electronic high powered speaker stations (Next-Gen HPSS) and intuitive control platforms (REACT5000 Central Control Station & MassAlert Software). ATI's Next Gen HPSS are engineered to provide maximum coverage and the highest voice intelligibility, ensuring that life-saving messages are delivered clearly, reliably, and on time. ATI is ISO 9001:2015 certified, underscoring our commitment to quality management and continuous improvement. Our team is committed to delivering a turnkey solution that meets Marion County's performance, budget, and schedule requirements while ensuring long-term reliability and ease of operation.

We understand the urgency of this federally funded project and affirm our commitment to completing the system design, construction, commissioning, training, and warranty services in full compliance with the County's specifications, Oregon statutes, and federal requirements.

I am authorized to negotiate and execute contracts on behalf of ATI Systems. We look forward to the opportunity to partner with Marion County in delivering a resilient and effective public safety alerting system. Please direct all correspondence regarding this proposal to:

Robert McLaughlin, Manager, ATI Systems
30 Jeffries St, Boston, Massachusetts 02128
Office: 617-418-2322 | Cell: 603-714-4072
Email: rmclaughlin@atisystem.com

Sincerely,



Robert McLaughlin -Manager, ATI Systems

2. ATI Systems Key Persons Qualifications and Experience

2.1 ATI Key Team Members and Roles

ATI Systems is uniquely qualified to deliver the Marion County Public Safety Alerting System with a team of professionals who bring proven expertise across the full spectrum of Design and Build services. On the Design side, our team specializes in acoustic design and GIS-based coverage mapping to ensure maximum coverage and intelligibility across diverse terrains. On the Build side, our capabilities include engineering, in-house equipment manufacturing and assembly, Factory Acceptance Testing (FAT), installation by authorized local electrical contractors, installation oversight and project management, on-site testing, system start-up and commissioning, and comprehensive warranty, maintenance, and long-term support.

Each key person has extensive experience delivering countywide outdoor warning and emergency communication projects. Together, this team provides Marion County with the right balance of technical innovation, turnkey project delivery, and lifecycle support to ensure a reliable, intelligible, and resilient public safety alerting system. Key Member will be committed for the project duration.

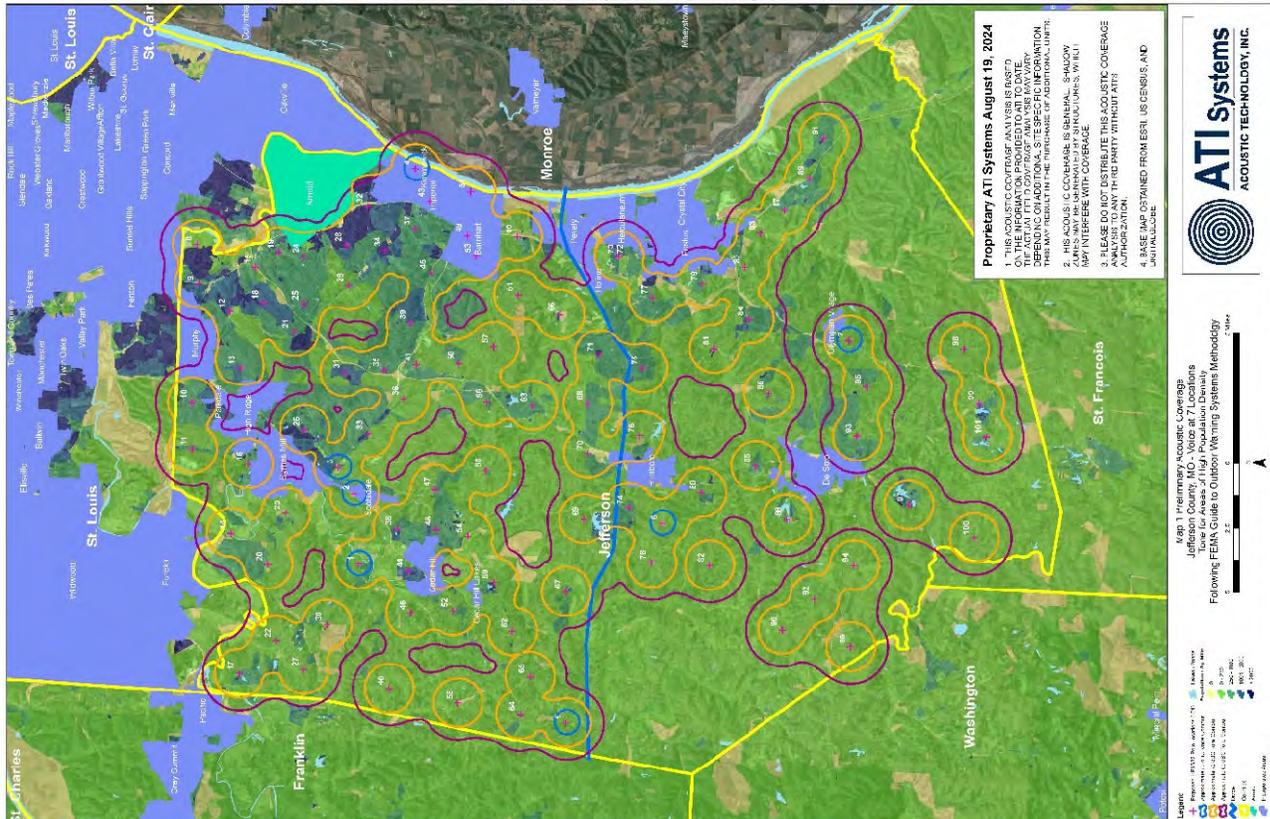
Key Team Members and Roles

- **Robert McLaughlin – Sales Manager / Contract Representative** Mr. McLaughlin will serve as ATI's contracting representative for Marion County, handling all commercial correspondence and ensuring smooth coordination during the selection and contracting process. He will remain available to the County throughout the project to support client relations and contractual matters.
- **Dr. Ray Bassiouni – Technical Director (Acoustic Design)** Founder and CEO of ATI Systems, Dr. Bassiouni holds a Ph.D. in Acoustic Engineering. He developed ATI's proprietary acoustic modeling methodology, considered one of the most accurate tools for predicting outdoor sound propagation. He will provide oversight of acoustic modeling and intelligibility analysis for Marion County, ensuring optimal siren placement and compliance with FEMA standards.
- **Tom Hinchliffe – GIS & Acoustic Design Specialist** With over a decade of experience at ATI, Mr. Hinchliffe leads the GIS and acoustic design team. He will prepare Marion County's acoustic coverage maps, using ArcGIS-based modeling to account for terrain, elevation, and population density. His work ensures the highest intelligibility and uniform coverage across priority areas.
- **Kevin Cassidy – Senior Systems Engineer** Mr. Cassidy brings more than 30 years of experience in electronics, communications integration, and emergency notification system design. At ATI, he has developed PCB layouts, firmware, and interfaces for a wide range of projects, including IP transport, radio integration, and solar power system design. For Marion County, he will provide systems engineering support, focusing on communications infrastructure, power systems, and ensuring system resilience and reliability.
- **Antonio Cracchiolo – Vice President / Project Manager** Mr. Cracchiolo has nearly 30 years of experience implementing emergency communication systems. For Marion County, he will act as the Project Manager, overseeing day-to-day technical execution, schedule management, and coordination between ATI's engineering, production, and field teams. He will ensure timely delivery, quality control, and compliance with all specifications.
- **Roosevelt McGee – Technical Manager (Field Operations)** Mr. McGee has over 20 years of experience managing installation, commissioning, and maintenance of outdoor warning systems. A U.S. Army veteran in Signal Systems, he will supervise on-site activities, ensuring that fieldwork is completed safely, efficiently, and in accordance with project specifications.

2.2 Comparable Project Experience

Project 1 – Jefferson County, Missouri (2024–Present)

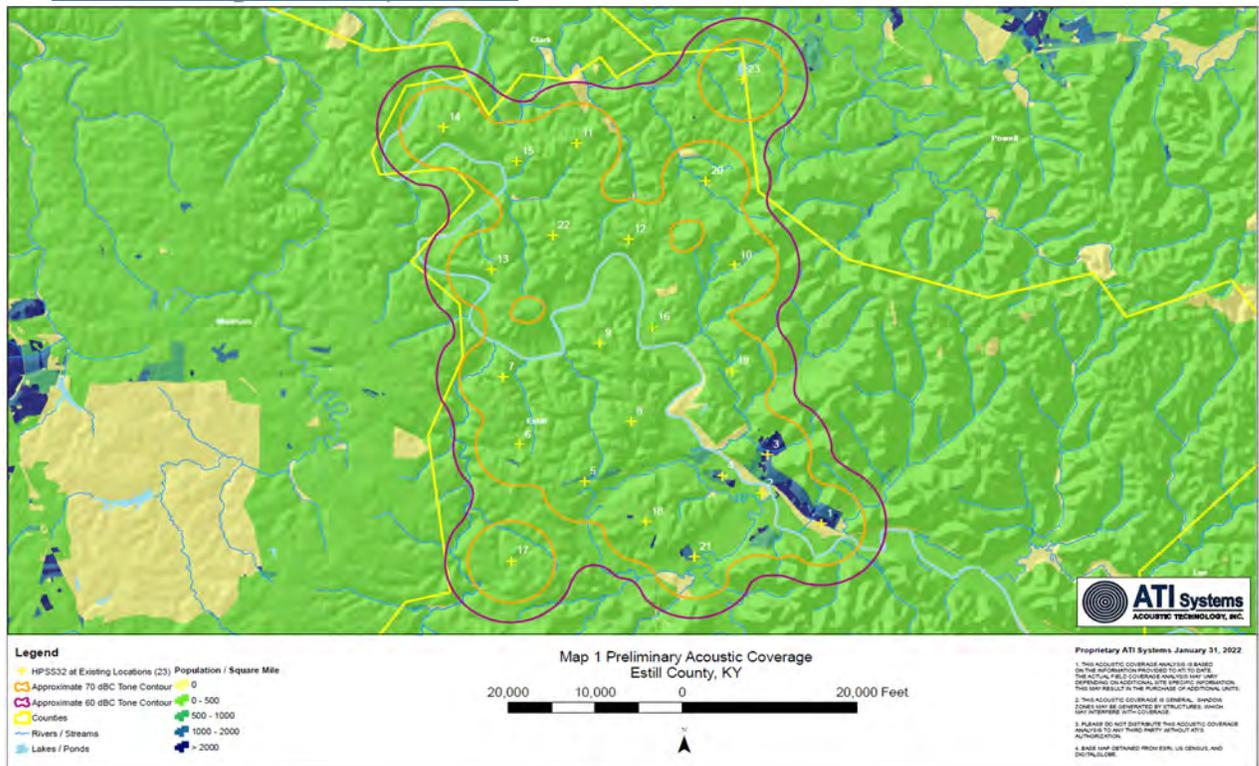
- **Description:** ATI Systems was awarded both the acoustic design and full construction contracts for Jefferson County’s new outdoor warning system. The project delivered 108 ATI HPSS32 sirens strategically distributed across the county’s 664 square miles, supported by multiple REACT5000 central control stations and ATI’s MassAlert® software. The system provides countywide voice and tone coverage, ensuring clear and intelligible alerts across rural, suburban, and urban areas. ATI’s scope included GIS-based acoustic modeling, complete equipment manufacturing, site construction, commissioning, operator training, and warranty support.
- **Key ATI Staff:** Antonio Cracchiolo (Project Manager), Ray Bassiouni, Tom Hinchliffe (Acoustic Design, GIS Mapping), Kevin Cassidy (Systems Engineering), Roosevelt McGee (Field Oversight), Robert McLaughlin (Sales Manager)
- **Tasks Performed:** Acoustic modeling, design, equipment manufacturing, FAT, installation, project management, testing, commissioning, training, warranty support. Integrated:
 - Tornado warnings from the National Weather Service (NWS) using polygon intersection.
 - Hazardous material alerts from Everbridge using polygon intersection.
- **Relevance:** Large-scale countywide deployment, directly comparable to Marion County’s needs for wide-area coverage and intelligible voice alerts.
- **Reference:** Warren Robinson, Emergency Management Director, Jefferson County, MO | Ph: 636-797-5381 | Email: warren.robinson@jeffcomo.org



Jefferson County, MO - Siren Placement and Acoustic Coverage Map

Project 2 – Estill County, Kentucky (2022–Present)

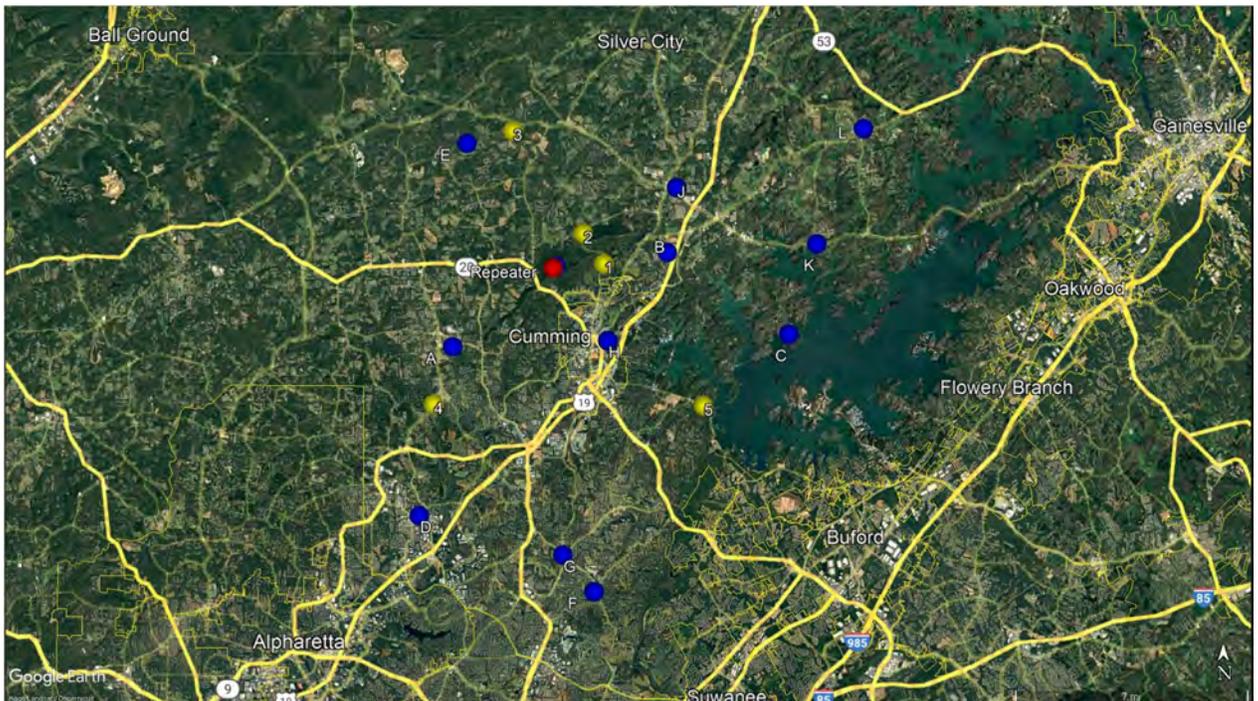
- **Description:** ATI Systems modernized Estill County’s 23-siren outdoor warning network by replacing aging equipment with ATI HPSS32 units mounted on 55-foot wood poles. The project integrated Motorola APX radios for robust communications and solar power systems for reliable off-grid operation. ATI’s responsibilities included GIS-driven acoustic design to address mountainous terrain, system manufacturing, installation, cutover from legacy sirens, commissioning, training and removal of the old siren system. This project exemplifies ATI’s ability to deliver resilient, intelligible coverage in rural, challenging topographies similar to Marion County’s North Santiam Canyon.
- **Key ATI Staff:** Dr. Ray Bassiouni, Tom Hinchliffe (Acoustic Design, GIS Mapping), Kevin Cassidy (System Engineering), Roosevelt McGee (Field Oversight), Robert McLaughlin (Sales Manager), Antonio Cracchiolo (Project Manager).
- **Tasks Performed:** GIS-based acoustic design, manufacturing, FAT, installation, project management, Inspection, onsite testing, commissioning, cutover, training, decommissioning old siren system, warranty, maintenance and support.
- **Relevance:** Similar to Marion County’s terrain challenges in the North Santiam Canyon — rural, mountainous, requiring reliable intelligibility and off-grid power.
- **Reference:** Ronnie D. Riddell, Director, Estill County EMA | Ph: 606-723-6533 | Email: ronnie.riddell@estillcountyema.com



Estill County, KY - Siren Placement and Acoustic Coverage Map

Project 3 – Forsyth County, Georgia (2008–Present)

- **Description:** ATI Systems has partnered with Forsyth County for more than 15 years to develop and expand its countywide outdoor warning siren network. The project began in 2008 with the installation of 12 1600-Watt sirens (HPSS16) and a primary control station to establish the foundation of the system. Building on proven performance, the County expanded the system in multiple phases:
 - **2012:** Added 5 ATI HPSS32 sirens to increase coverage and voice intelligibility.
 - **2020:** Expanded again with 5 additional HPSS32 sirens.
 - **2021:** Added 5 more HPSS32 sirens, bringing the total system to 27 sirens.
 - **2023:** Upgraded the primary control station to the REACT5000 CCU with MassAlert® software for Windows 10, enabling advanced mapping, faster activations, and future-ready integration with national alerting platforms.
- **Key ATI Staff:** Antonio Cracchiolo (Project Manager), Tom Hinchliffe (Acoustic Design), Roosevelt McGee (Field Oversight), Kevin Cassidy (System Engineer), Robert McLaughlin (Sales Manager)
- **Tasks Performed:** Acoustic design, equipment manufacturing, FAT, installation, commissioning, operator training, support and system expansion.
- **Relevance:** Demonstrates ATI's ability to deliver phased, scalable countywide systems that grow with community needs — directly aligned with Marion County's project scope.
- **Reference:** Tom Cisco, Deputy Director, Forsyth County Emergency Management 3520 Settingdown Road, Cumming, GA 30028 , Mobile: (678) 965-7173 | Office: (770) 519-3842, Email: TSCisco@forsythco.com



Forsyth County, GA Siren Placement Map

2.3 ATI Systems Key Personnel Resume

DR. RAY BASSIOUNI

Director of ATI Systems – PhD in Acoustic Engineering

Dr. Ray Bassiouni, the founder and CEO of Acoustic Technology, Inc., holds a Ph.D. in Acoustic Engineering and specializes in the design, testing and implementation of Emergency Communication and Mass Notification Systems (MNS). Dr. Bassiouni has advised the US Government and the commercial and industrial industries on system development and strategy to deal with acts of terrorism and homeland security concerns.

Dr. Bassiouni has developed and implemented man made and natural disaster alarm and warning systems that use advanced intelligible voice technology throughout the US and worldwide. Dr. Bassiouni has had an active role in field testing installed systems including documentation and testifying results. Under his technical direction, ATI has provided consulting services to 80% of the U.S. nuclear utilities and major chemical, petrochemical companies, and hundreds of military bases.

Additionally, Dr. Bassiouni has been called upon as an expert witness by many legal firms. He has had extensive experience in analyzing hearing damage claims and OSHA violations which require testing and measurements of high noise levels and determination of their effects on humans. He also has prepared and reviewed environmental noise impact statements.

As continuation to his Ph.D. studies of outdoor sound propagation, Dr. Bassiouni developed an outdoors acoustic semi-empirical model to predict sounds emissions for siren systems. This model is considered the most accurate model in the field today. Dr. Bassiouni was an active participant in the development of the UFC intelligible requirements and NFPA 72 for MNS. He also participated in the review process of FEMA siren guidelines.

TOM HINCHLIFFE

Lead GIS & Acoustic Design Specialist

Tom Hinchliffe has administered the design and graphics department at Acoustic Technology, Inc. for the past ten years, where he is responsible for gathering Geographic Information Systems data and aerial images from client sites and creating acoustic designs using ArcGIS and other software. Tom also uses his graphics skills to aid in the acoustic design following FEMA, NFPA 72 AND THE UFC 4- 021-01 criteria/ guidelines. His design efforts produce highly intelligible voice notification systems for hundreds of communities, industrial site, campuses, and military bases worldwide. He utilizes ATI acoustic models for both outdoor and indoor systems delivering systems that exceed FEMA and OSHA guidelines for employee/citizen notification solutions.

Before coming to Acoustic Technology, Inc., Tom spent five years working for the Massachusetts Dept. of Public Health as a Senior Environmental Analyst gathering environmental, biological, and geographic information systems data for hazardous waste sites in Massachusetts.

Tom graduated in 2001 from Boston University with a Master of Arts in Energy and Environmental Analysis.

ANTONIO CRACCHIOLO
Vice President/ Principal Project Manager

Antonio Cracchiolo joined Acoustic Technology, Inc. in 1995 as a Project Manager/Hardware Engineer. His primary responsibilities are supervising customer project activities, assisting in project startups, developing project specifications, and providing telephone customer support. In 2018, Antonio was promoted to Director where he is the authoritative figure for the project managers, technicians, and engineers regarding setup of systems, software and firmware testing and creating and verifying wiring diagrams. He also manages the interviewing process of each site visit by a technician or engineer.

Under his project management leadership, he successfully implemented hundreds of Voice Notification Systems that comply with FEMA, NFPA and UFC requirements that satisfy OSHA guidelines. Prior to joining ATI, Antonio worked as an Electrical Engineer at Wayne Kerr Inc., where he manufactured calibrations, troubleshot electrical and mechanical repairs, and installed software and hardware upgrades to improve system performance.

Antonio graduated from Merrimack College in 1994 with a BS in Electrical Engineering.

KEVIN CASSIDY
Senior System Engineer

Kevin Cassidy is a senior engineer at Acoustic Technology, Inc. Responsibilities include design and PCB layout of new boards as well as problem analysis, debug, and maintenance of existing boards. Kevin has also written specialized control firmware (in “C”) for several major projects. He has interfaced ATI units to a number of communication devices including satellite and cellular modems and regularly assists in the design and specification of new siren projects.

With previous experience in IP transport, Kevin led the effort to add an Ethernet port to ATI units, again expanding the communication choices for ATI customers. Having designed and built his own solar powered boat, he is the primary resource for site analysis and sizing of solar panels for proposed locations for solar powered sirens.

Kevin has been with ATI for over 11 years. Prior to joining ATI, Kevin held several hardware design and firmware positions. Projects included IP telephony (VoIP) boards, intelligent telephony boards using TI DSPs and IO adaptors for high end computing products. This included ASIC and

FPGA design using VHDL. At his previous company, he was the company representative to several standards bodies and contributed to a number of specifications in the computer/telephony field.

Kevin graduated IN 1980 from Clarkson College of Technology (now called Clarkson University) with a BS in Electrical and Computer Engineering.

ROOSEVELT MCGEE **Technical Manager**

Roosevelt McGee serves as the Technical Manager at ATI Systems, bringing over two decades of experience in the installation, commissioning, testing, and maintenance of emergency warning and low-voltage communication systems. At ATI, he oversees multiple projects, ensuring timely and quality completion within budget. Roosevelt supervises technicians and subcontract personnel, provides onsite and remote customer support, and prepares detailed project and operational reports.

With prior roles as Field Manager at Muzak and Installation Manager at R&B Electronics, Roosevelt has extensive expertise in deploying security systems, fire alarms, surveillance, access control, and WAN/LAN networks. As a Project Manager at Alcatel USA, he managed telecommunications equipment installation and network provision, excelling in quality assurance and vendor coordination.

A veteran of the U.S. Army, Roosevelt served as a Signal Systems Chief, operating and maintaining tactical electronics communication nodes, multichannel, satellite, and mobile subscriber systems globally. His certifications in installation, fiber optics, networking, project management, and network operations complement his educational background in Computer Information Systems. Roosevelt's leadership and technical capabilities make him a critical asset to ATI Systems.

ROBERT MCLAUGHLIN **Sales Manager**

Robert McLaughlin joined Acoustic Technology Inc. in 2018. Bob has solid experience of providing quality solutions to customers in mass notification alerting, database solutions, and high tech. Bob has worked extensively in the state and local government and education marketplaces in the Northeast US. His employers include ATI Systems and Everbridge in mass notification, Dun & Bradstreet and Gartner in database enhancement, and Dell and Hewlett Packard in the high technology industry.

Bob has been working in the mass notification industry for fifteen years. He is now considered an expert in this field. Bob is interviewed by local and national news media and newspapers on a regular basis when there is a man-made-act-of-terror or a severe-weather event in the US.

Bob specializes in new business development, including all aspects of the sales cycle: Territory planning, prospecting, lead generation, qualification of opportunities, analyze customer needs, presentation/demonstration, closing, and follow up for new business. He has been successful in each of these industries and markets. Bob comes from a law enforcement family. Growing up in the City of Boston (Roslindale), his father was a detective on the Boston Police Department. This upbringing has given him a high regard for law enforcement and public safety, which has contributed to his choice of careers. Bob is a graduate of the University of Massachusetts, Boston, with a BA in Economics.

3. ATI Systems Approach, Management Plan and Project Delivery Plan

3.1 ATI Systems Technical Approach

ATI Systems Compliance with Project Requirements

ATI Systems understands and fully complies with Marion County's project requirements to deliver a comprehensive turnkey Public Safety Alerting System. The County requires a solution that provides reliable tone and intelligible voice coverage across its urban centers, suburban neighborhoods, rural farmland, and the rugged terrain of the North Santiam Canyon. ATI's design ensures 70–80 dBC coverage across all priority areas through strategically placed Next-Gen High Powered Speaker Stations (HPSS), optimized for both omni-directional and directional performance.

A critical project requirement is that the system remain operational during disasters that disrupt commercial communication services. ATI addresses this through a redundant communications strategy that integrates FirstNet public safety cellular, fiber connectivity where available, and future P25 Phase II radio integration once the County's P25 system becomes operational. This hybrid approach provides resiliency, scalability, and cost control while directly addressing the communication failures experienced during the 2020 Beachie Creek and Lionshead wildfires.

ATI also recognizes Marion County's emphasis on budget compliance and scalability. Our system is designed to expand over time without costly redesigns. Importantly, ATI's proposal includes strobe warning lights on top of every siren within the project budget, enhancing alerts for residents with hearing impairments.

Finally, ATI is committed to long-term sustainability by delivering a true turnkey solution—including full system design, manufacturing, installation, commissioning, operator training, documentation, and warranty support—ensuring that Marion County receives a robust, resilient, and future-ready emergency alerting system that fully complies with all project requirements.

3.1.1 ATI System Preliminary Acoustic Design and Coverage Map

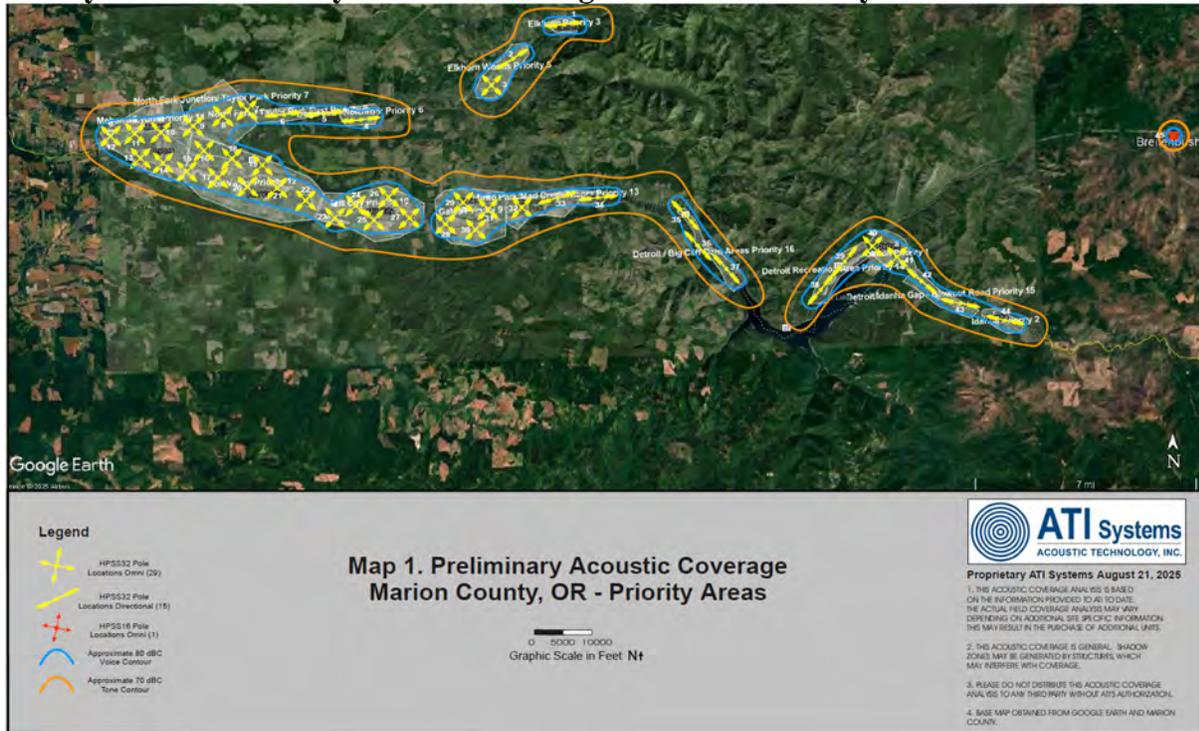
ATI completed a GIS-based preliminary acoustic analysis to identify **Qty. 45** ATI Next Gen High Powered Speaker Station (Next-Gen HPSS) locations:

- **29 omni-directional Next-Gen HPSS32** sirens for broad community coverage.
- **15 directional Next-Gen HPSS32** sirens to address acoustic shadowing in the North Santiam Canyon and valley corridors.
- **1 Next-Gen HPSS16** siren for coverage in Breitenbush area.

This system design ensures 70–80 dBC coverage across all priority areas with optimized placement to account for terrain and ambient noise.

ATI's Next-Gen High Powered Speaker Stations (HPSS) are engineered for superior tone and best-in-class voice intelligibility even in noisy or terrain challenged environments. Each unit incorporates modular amplifier and driver design that ensures uniform sound distribution, minimizes maintenance, and allows for rapid component replacement in the field.

ATI Systems Preliminary Acoustic Coverage for Marion County



3.1.2 ATI Control Station Architecture

The system will be operated through a total of eight (8) ATI’s Control Stations, providing both centralized oversight and community-level resiliency. **Three (3) Central Control Stations** — located at Marion County Emergency Management, METCOM911, and the Marion County Sheriff’s Office Public Safety Building — will manage countywide monitoring and activation, with the ability to trigger single sirens, groups, or the entire network.

In addition to central control, the system incorporates **Four (4) Local area/Grouped Control Stations** to provide regional activation authority, ensuring that local responders can immediately activate sirens within their jurisdictions in the event of localized incidents or if central communications are disrupted. Local area control stations are located at the Detroit/Idanha Fire Station, Gates Fire District Station, Stayton Rural Fire District Mehama Station, and Stayton Fire District Elkhorn Station. a **Single-Location (1) Control Station** will be installed at the Breitenbush location, giving local responders the ability to directly activate the siren in that community when localized emergencies occur.

Further, ATI Systems provides a **web-based remote control station** with secure “anywhere, anytime” access, enabling authorized County personnel to monitor and activate the system from any internet-connected device at no additional cost to the County.

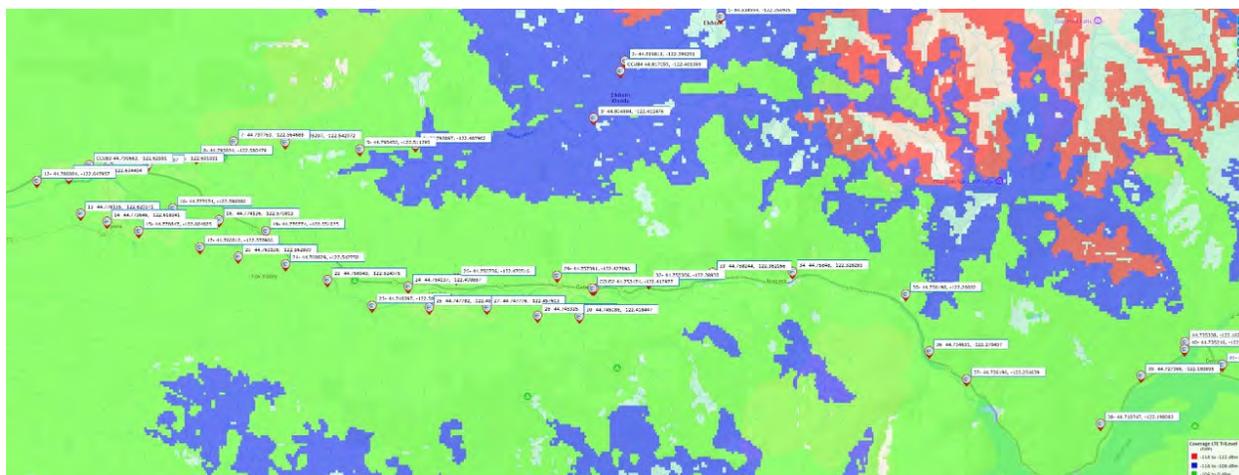


3.1.3 ATI Communication Architecture

ATI Systems’ siren network is designed with multi-path communications capability, supporting conventional radio, P25 trunked radio, cellular, fiber, and satellite connectivity. This flexibility ensures Marion County can deploy a communications architecture that is both resilient today and scalable for future integration.

FirstNet Cellular (Primary Backbone) (Total Coverage and Cost Effective)

ATI recommends FirstNet Cellular as the primary backbone for Marion County’s Public Safety Alerting System, providing dedicated public safety coverage across all 45 siren sites and 8 control stations. Built exclusively for first responders, FirstNet ensures priority and preemption during network congestion and delivers 99.99% service availability. Its infrastructure is hardened for disasters and supported by deployable satellite-based mobile cell sites. ATI’s proposal includes all required FirstNet-certified modems, antennas, and mounting hardware, with affordable rate plans of \$0.79 per MB, \$19 per GB or \$30 for unlimited data per site. This structure ensures the County only pays for the data it actually uses, making FirstNet the most resilient and cost-effective backbone for the County’s alerting system. *FirstNet Coverage Map for Marion county Sirens (45) and Control Stations (8) is below.*



Fiber Connectivity (Secondary Backbone)

Where available, fiber provides Marion County with the most reliable, high-bandwidth, and low-latency communications path between sirens and control stations. Fiber is physically resilient to interference and delivers near-instantaneous signal transmission, making it an excellent complement to the FirstNet backbone. Ziplly Fiber has confirmed service for 15 siren sites and 2 central control stations at a fixed rate of \$240 per site per month on a 5-year contract, while additional coverage from Astound Broadband and their pricing is yet to be determined. SCTC can provide coverage to few siren sites, control stations and their pricing start at \$1400 per month per site. By leveraging fiber where practical, the County can reduce reliance on wireless communication while ensuring high uptime, predictable performance, and stable long-term costs. ATI supports simultaneous FirstNet and Fiber communications with additional ICG boards in HPSS units. List of Sirens and control stations where Ziplly can provide service is below.

Siren Number	LAT DD	LON DD	Fiber Provider
24	44.754137	-122.490887	Ziplly
25	44.747782	-122.481996	Ziplly
26	44.756756	-122.470516	Ziplly
27	44.747776	-122.457613	Ziplly

29	44.757391	-122.427896	Ziply
31	44.753568	-122.412346	Ziply
32	44.755306	-122.38935	Ziply
33	44.758244	-122.362166	Ziply
38	44.710625	-122.198083	Ziply
39	44.727366	-122.180895	Ziply
40	44.735216	-122.162439	Ziply
41	44.730579	-122.146506	Ziply
42	44.718588	-122.126657	Ziply
43	44.708057	-122.104627	Ziply
44	44.700914	-122.075802	Ziply
CCUB1	44.702726	-122.081514	Ziply
CCUB2	44.753474	-122.412977	Ziply

P25 Radio (Optional Future Integration)

ATI’s siren system is designed to integrate directly with Project 25 (P25) trunked radio networks, ensuring long-term interoperability with Marion County’s evolving public safety communications. The County’s 700/800 MHz P25 Phase II system, currently being developed with Tait Communications and expected to be operational by late 2026, will allow sirens to be activated, monitored, and reported on through the same network used by first responders once the County’s system goes live. Full integration will require the addition of P25 radio equipment at each control station and siren site.

Starlink Satellite (Optional)

If Marion County prefers satellite communication method, ATI supports deployment of Starlink Mini satellite modems at all siren and control station locations providing independent broadband coverage unaffected by terrestrial network failures. The Starlink modem hardware pricing is included in ATI’s cost proposal as an optional item and monthly service charges are estimated at \$85 per month per site.

3.2 ATI Systems Project Management Plan

3.2.1 ATI Project Management Philosophy

ATI Systems’ management approach is centered on delivering a turnkey, fully compliant Public Safety Alerting System that meets Marion County’s technical, budgetary, and schedule requirements. Our ISO 9001:2015–certified quality management system ensures every phase—design, manufacturing, installation, and acceptance—is executed with consistency, accountability, and documented controls.

3.2.2 ATI Project Staffing Teams and Responsibilities

ATI Systems’ organizational structure is built around specialized teams of subject matter experts in acoustics, engineering, manufacturing, GIS, project management, and technical support. Staff members hold PhDs, master’s, and bachelor’s degrees, with 10–25 years of experience in designing, manufacturing, deploying, and supporting emergency warning systems. Our staffing approach is maintained under ISO 9001:2015 certification, ensuring continuous quality management throughout all project phases.

- **Relationship Management Team:** Serves as pre-award and ongoing POC for County stakeholders; responsible for proposal coordination, site visits, and scope clarification.
- **Acoustic Design Team:** Develops customized acoustic coverage maps and equipment recommendations in line with FEMA and OSHA requirements.

- **Engineering Team:** Designs system hardware/software, configures communication systems, and integrates control stations.
- **Manufacturing Team:** Oversees fabrication and assembly of ATI's Next-Gen High Powered Speaker Stations (HPSS) and control equipment. All equipment is built to ISO 9001 standards.
- **Testing & Quality Assurance Team:** Conducts Factory Acceptance Testing (FAT), software and firmware validation, and full functional performance testing in accordance with the approved activation plan.
- **Shipping & Delivery Team:** Manages packaging, transportation, and delivery logistics. Works closely with the Project Manager to guarantee on-time, safe, and accurate delivery of all system components to project sites.
- **Project Management Team:** Leads day-to-day execution, scheduling, documentation, installation oversight, acceptance testing, training coordination, and County approvals. The team is also responsible for finalizing activation plans, providing periodic status updates to County staff, and ensuring all project milestones are met on time and within scope.
- **Technical Support & Training Team:** Oversees field inspection, commissioning, acceptance, operator training, and warranty/maintenance support.



ATI Systems Organizational Chart

3.2.3 Communication and Co-ordination Framework

ATI Systems place a strong emphasis on clear, consistent, and proactive communication with Marion County and all project stakeholders. Our framework ensures that information flows seamlessly across all parties and that issues are resolved quickly before they impact schedule or quality. Key elements include:

- **Regular Meetings and Updates:**
 - Weekly progress meetings with Marion County staff to review schedule, milestones, and any emerging issues.
 - Monthly written status reports summarizing progress, risks, budget tracking, and upcoming deliverables.
- **Escalation Protocols:**
 - A structured process for quickly elevating issues to senior ATI management and County leadership if needed.
 - Ensures rapid resolution of permitting, site readiness, or supply chain concerns.
- **Integrated Decision Points:**
 - County participation in design reviews, Final Activation Matrix, Site Acceptance Testing (SAT), and Training ensures transparency and shared ownership of results.

- **Coordination with Local Installer:**
 - ATI Project Managers serve as the single point of contact, ensuring subcontractors’ work aligns with design requirements, safety standards, and County expectations.
- **Collaboration Tools:**
 - ATI uses project management software (e.g., MS Project for scheduling and SharePoint for documentation) to provide Marion County with real-time access to schedules, submittals, and issue logs.

ATI’s management approach ensures shared accountability and transparency across all major project phases. ATI provides the technical backbone—acoustic design, equipment manufacturing, installation oversight, filed inspection, testing, and training—while Marion County staff retain approval authority at key checkpoints, such as acoustic design reviews, activation plan approvals, final acceptance testing, attend training. Local installers are responsible for equipment receiving, staging, site construction, working under ATI’s supervision to ensure compliance with design standards and project timelines.

Task	ATI PM	ATI Tech Teams	ATI Installer	County
Acoustic design	A	R	I	C
Manufacturing	A	R	I	I
FAT (factory testing)	A	R	I	I
Site Prep & Pole work	C	I	R	A
Installation	C	I	R	I
Activation Plan	A	C	I	R
SAT (Site Acceptance testing)	A	R	C	C
Installation Inspection	A	R	C	I
System Cutover	A	R	C	C
Training	A	R	I	R
Documentation & Closeout	A	R	I	C
Warranty & Maintenance	A	R	C	I

Legend:
A: Accountable
R: Responsible
C: Consulted
I: Informed

3.2.4 ATI Authorized Oregon Licensed Design-Build Sub-contractor

ATI Systems will partner with Potelco, Inc., an Oregon Licensed utility-design and construction contractor (C1708), as the authorized local sub-contractor for solution design, site preparation, equipment staging, pole erection, equipment mounting, and onsite electrical work. Potelco brings deep experience in utility infrastructure, design-build, and field construction. ATI’s Project Manager retains overall accountability for quality, schedule, and compliance across all subcontracted work, with oversight controls including:

- Pre-installation coordination with County staff to verify site readiness and permit compliance.
- Supervision of Potelco PM and Technical crews to ensure adherence to ATI’s technical designs, safety standards, and project scope.
- Completion inspections and sign-offs of each site before County acceptance, including check against acoustic design, structural integrity, and electrical requirements.

3.2.5 ATI Risk and Change Management

ATI recognizes that construction risks may arise during field work, including hitting rock or encountering water after drilling pole foundations, adverse weather conditions, and site access

limitations. These issues can impact pole installation and schedule adherence. To mitigate these risks, ATI installer conducts pre-construction site surveys, and readiness checks. Where necessary, the siren location may be shifted within an allowable distance—without impacting acoustic coverage or performance—to ensure installation remains feasible while maintaining system integrity. Weather and access impacts are managed by including buffer time in the schedule and maintaining flexible crew deployment. ATI also mitigates supply chain risks through early procurement of long-lead items (Cell modems etc.) Any project scope changes will follow a formal change management process. All changes are documented, reviewed with County staff, and executed only after written County approval of cost and schedule impacts.

3.3 ATI Systems Project Delivery Plan

3.3.1 ATI Installation Plan

ATI Systems and its licensed Oregon construction partner, Potelco, Inc. (C1708), will implement a phased installation strategy to ensure efficiency, quality, and early operational capability for Marion County. The installation will begin with the eight (8) control stations at their respective locations, including three central sites (Marion County Emergency Management, METCOM911, and MCSO Public Safety Building), four local fire district stations, and the single Breitenbush site.

Following control station installation, Potelco will erect utility poles and mount the first 23 Next-Gen HPSS32 sirens. Once this group is in place, ATI technicians will mobilize onsite to conduct installation inspection, testing, startup, and commissioning, and to deliver the first round of operator training to County personnel. Potelco will then proceed with the installation of the remaining 22 sirens (units 24–45). Upon completion, ATI technicians will return to perform a second round of inspection, testing, startup, and commissioning, ensuring full system integration and reliability. Final operator training will be provided, followed by system acceptance.

This approach allows the County to benefit from early coverage while deployment is ongoing, while also spreading training and commissioning activities to maximize knowledge transfer.

3.3.2 Preliminary Project Schedule

ATI has developed a clear, milestone-based preliminary schedule that aligns with the County’s estimated contract execution of November 1, 2025. The work is structured into six phases, and the Total Duration is estimated at 16 weeks (Nov 2025 – Mar 2026)

Phase	Duration	Key Activities	Milestone
1. Design & Preparation	2 weeks	Finalize acoustic design; County approves coverage maps and activation plan.	Design Approved
2. Manufacturing & FAT	3 weeks	Manufacture sirens/control stations; conduct Factory Acceptance Testing (FAT).	FAT Completed
3. Control Stations	1 week	Potelco installs 8 control stations.	Control Stations Online
4. Siren Install (1–23)	5 weeks	Install first 23 sirens; ATI onsite for inspection, testing, commissioning, training.	50% System Commissioned
5. Siren Install (24–45)	4 weeks	Install remaining 22 sirens; ATI onsite for inspection, testing, commissioning, training.	100% System Commissioned
6. Handoff & Acceptance	1 week	Final training, delivery of drawings, manuals, warranty initiation.	System Accepted

3.3.3 Budget and Cost Control

ATI will deliver Marion County’s Public Safety Alerting System as a fixed-cost turnkey solution, including all equipment, installation, commissioning, training, and a 3-year warranty. MassAlert® software is perpetual with no annual fees, and strobe warning lights are included at every siren site within the budget. Optional PMI programs are available after the warranty period for continued support. The County will be responsible for ongoing utility costs—cellular (FirstNet \$0.79/MB, \$19/GB, or \$30 unlimited/site), Zply fiber (\$240/month/site, 15 sites), or optional Starlink (\$85/month/site). Any deviations from the approved scope will follow ATI’s formal change management process, requiring written County approval to ensure transparency and budget compliance.

3.3.4 Deliverables and Handoff

At project completion, ATI will provide Marion County with a turnkey alerting system and full documentation package, including:

- Acoustic design reports and maps
- Inspection and SAT reports
- Final activation plan (County-approved)
- System drawings, Operator training manuals
- Warranty (3 years) and maintenance documentation

3.3.5 Warranty and Maintenance

ATI warrants that all supplied equipment—including HPSS32 sirens, REACT5000 Central Control Units, MassAlert® software, cabinets, and accessories—will be free from defects in material and workmanship for a period of three (3) years from the date of system acceptance. Warranty coverage includes all parts, labor, service vehicles, tools, and diagnostic support required to restore the system to full operational status in the event of failure. Original Equipment Manufacturer (OEM) components such as cell modems, antennas, batteries, etc., will be covered by their respective OEM warranties. The warranty does not extend to damage caused by accidents, natural disasters, vandalism, or unauthorized modifications. All warranty services will be performed by ATI-certified technicians or authorized partners to ensure OEM standards are maintained. At the conclusion of the three-year warranty term, Marion County may continue coverage through ATI’s extended warranty plans. To maintain peak system performance, ATI also offers Preventive Maintenance Inspection (PMI) programs, which include an annual onsite visit by ATI technicians for system testing, battery replacement, cabinet/grounding checks, and refresher training.

3.3.6 System Lifespan

ATI Systems designs its outdoor warning solutions for 25+ years of durability and reliability, supported by corrosion-resistant enclosures, high-reliability electronics, and modular architecture. Boards can be easily swapped in the field, minimizing downtime and lowering long-term maintenance costs.

Component	Life Cycle	Maintenance & Replacement Notes
REACT5000 Central Control Unit	25+ years	Internal 7AH battery may require replacement every ~5 years.
MassAlert® Software (Perpetual License)	25+ years	No yearly subscription costs; on-demand security updates.
HPSS32 High-Powered Sirens	25+ years	Batteries replaced every ~5 years; speaker drivers as needed.
NEMA 4X Stainless Steel Cabinets	25+ years	Periodic inspection for environmental wear and grounding integrity.



**PUBLIC SAFETY ALERTING SYSTEM
(DESIGN-BUILD)**

**REQUEST FOR PROPOSAL (RFP)
PW1523-25**

ATI SYSTEMS ADDITIONAL DOCUMENTATION

Thursday, October 2, 2025
Submitted by: Robert McLaughlin
Manager, ATI Systems
30 Jeffries St, Boston, Massachusetts 02128
Office: 617-418-2322
Cell: 603-714-4072
Email: rmclaughlin@atisystem.com
www.atisystem.com

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF ATI. It is submitted with the express understanding, to which the recipient agrees, that its contents or any part of them will not be duplicated or disclosed to third parties, nor will proprietary information herein be used to or for any other purpose except review and implementation of the design system, with the prior written consent of ATI having been obtained in each instance. "Proprietary information" means information not previously known to the recipient so long as it is not generally and properly available.

Table of Contents

1. Proposal Security Form (Attachment 6).....	3
2. Maintenance Costs and Fees.....	4
3. Proposal Form (Attachment 1).....	5
4. Trade Secret Form (Attachment 4).....	7
5. Proposed Contract Modifications (Attachment 5).....	9
6. Reference Check Form (Attachment 2).....	10

ATTACHMENT 6
MARION COUNTY PROPOSAL SECURITY FORM (Bid Bond)

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, Acoustic Technology, Inc.,
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are
held and firmly bound unto Marion County Public Works Department, 555 Court St NE, Suite 5232 Salem, OR 97301, as
Obligee, in the sum of One Hundred - Forty Four Thousand Seven Hundred
Dollars (\$144,700) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for PUBLIC SAFETY ALERTING SYSTEM
(DESIGN-BUILD) ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 1st day of October, 2025.

Acoustic Technology, Inc.
(Principal)

By: [Signature]

Travelers Casualty and Surety Company of America

By: [Signature]
Miriam Ortiz, Attorney-in-Fact



Marion County Oregon RFP

PW 1523-25 Public Safety Alerting System

ATI Systems Maintenance Costs and Fees

MAINTENANCE COSTS AND FEES ATI Public Safety Alerting System		
Software Licensing Fees	Annual Software Licensing Fee - Not Applicable ATI MassAlert Software has a one-time purchase Fee. There is no annual software licensing fee or cost.	NA
Hardware Maintenance Fees	Annual Hardware Maintenance Fee - Not Applicable ATI Hardware does not have a monthly or annual maintenance fee. The hardware is extremely reliable and maintenance when it is needed is usually a board-swap. We do offer an annual PMI Preventive Maintenance inspection, after the (3) Year Warranty has expired.	NA
Optional Preventive Maintenance Inspection (After Warranty)	ATI Systems offers a Preventive Maintenance Inspection that can be performed on an annual basis, once the (3) Year Warranty has expired. There is a charge for this PMI Service, (plus and parts and labor required to affect necessary repairs) .	\$38,160.00 (plus travel) In Year 4

Attachment 1 - Proposal Form

OFFEROR NAME: ATI Systems Inc
 ADDRESS: 30 Jeffries St, Boston, MA 02128
 TELEPHONE NUMBER: ⁽⁶¹⁷⁾418-2322 EMAIL: enlaughline@atisteam.com WEB SITE: www.ati.com
 TAXPAYER ID NUMBER: 042729518 DATE/STATE OF INCORPORATION: 1981 Massachusetts

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: Subcontractor Partner - Design/Build

CERTIFICATION/LICENSE NUMBER: C1708 Electrical Contractor License
Potelco Inc Summer WA

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications, Exhibit A Performance Specifications and Project Requirements and terms and conditions contained within the RFP, including Licensing. If a design-build contractor is not an Oregon licensed design professional, the county shall require that the design-build contractor disclose in its written offer that it is not an Oregon licensed design professional, and identify the Oregon licensed design professional who will provide design services. See ORS 671.030(2)(g) regarding the offer of architectural services, and ORS 672.060(11) regarding the offer of engineering services that are appurtenant to construction services. all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete, and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

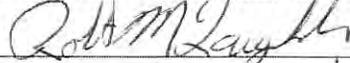
1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: 
 Print Name: Robert McLaughlin
 Title: Manager
 Contact Person (Type or Print): Robert McLaughlin
 Telephone Number: (617) 418-2322
 Email: rmclaughlin@atisystem.com

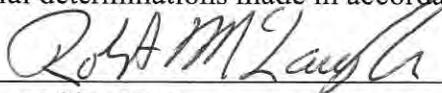
The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

ATTACHMENT 4 –TRADE SECRET FORM

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, (the “Proposal”), to Marion County in response to Request for Proposals PW1523-25, for Public Safety Alerting System Project and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer’s organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique, or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.



Proposer Signature

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: Robert M. Laughlin
 Print Name: Robert M. Laughlin
 Title: Manager
 Contact Person (Type or Print): Robert M. Laughlin
 Telephone Number: (617) 418-2322
 Email: rmlaughlin@atisystem.com

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

ATTACHMENT 2 - REFERENCE CHECK FORM

Bidder must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

Project Reference #1

Name of Project: Jefferson County, Missouri Outdoor Alerting System

Project Location: Jefferson County, MO

Project Date: 12.10.2024 - Present

Firm Name for Contact Person #1: Jefferson County

Name of Contact Person #1: Warren Robinson

Telephone Number for Contact Person #1: 636-797-5381

Email Address for Contact Person #1: warren.robinson@jeffcomo.org

Project Reference #2

Name of Project: Outdoor Siren Warning System

Project Location: Estill County, Kentucky

Project Date: 07.21.2022 - Present

Firm Name for Contact Person #2: Estill County EMA

Name of Contact Person #2: Ronnie D. Riddell

Telephone Number for Contact Person #2: 606-723-6533

Email Address for Contact Person #2: ronnie.riddell@estillcountyma.com

Project Reference #3

Name of Project: Emergency Warning Siren System

Project Location: Forsyth County, Georgia

Project Date: 10.20.2008 - Present

Firm Name for Contact Person #3: Forsyth County

Name of Contact Person #3: Tom Cisco

Telephone Number for Contact Person #3: 770-519-3842

Email Address for Contact Person #3: TSCisco@forsythco.com

The references may be used to confirm the selection rather than as an evaluation criterion.

Attachment 4 - Design-Build Contractor's Price Proposal

OFFEROR NAME: Acoustic Technology, Inc (DBA ATI Systems)
 ADDRESS: 30 Jeffries St, Boston, MA, 02128
 TELEPHONE NUMBER: 617-418-2322 EMAIL: rmclaughlin@atisystem.com
 TAXPAYER ID NUMBER: 042729518 DATE/STATE OF INCORPORATION: 1981, Massachusetts
 BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____
 CERTIFICATION/LICENSE NUMBER: C1708 (Electrical Contractor License), Potelco Inc

REQUEST FOR PROPOSALS PW1523-25 for Marion County Public Safety Alerting System

There is a \$1,600,000 limit for design and construction of the entire system including training, operations manual and all required permits. Proposer must develop a plan that covers the most areas with audio warning first by priority areas and then adding light warning by priority areas within the budgeted funds. Warning lights as an addition to the sound system will be considered as an add-on alternative option if budget allows. Costs of either the audio only or audio with warning lights package must be within the project funding limit. The cost for each area must include design, construction, and all required permits.

Proposed Prices

Primary Audio Alert System and Areas Covered

RFP Sections 1.1, 2.4 and 3.4.5 Areas covered from Exhibit D, Area Priority Map:

Area 1 Detroit	\$ <u>119,595.08</u>	1
Area 2 Idanha	\$ <u>29,898.77</u>	2
Area 3 Elkhorn	\$ <u>29,898.77</u>	3
Area 4 Breitenbush	\$ <u>29,898.77</u>	4
Area 5 Elkhorn Woods	\$ <u>59,797.54</u>	5
Area 6 Dogwood neighborhood / Northfork RD	\$ <u>89,696.31</u>	5
Area 7 North Fork Junction / Taylor Park	\$ <u>59,797.54</u>	7
Area 8 North Fork / Taylor Park East	\$ <u>29,898.77</u>	8
Area 9 Gates	\$ <u>119,595.08</u>	9
Area 10 Mill City	\$ <u>149,493.85</u>	10
Area 11 Mehama / Lyons	\$ <u>149,493.85</u>	11
Area 12 Fox Valley	\$ <u>239,190.16</u>	12
Area 13 Minto Park / Mad Creek / Niagara Park	\$ <u>89,696.31</u>	13
Area 14 Detroit Recreation Area	\$ <u>59,797.54</u>	14
Area 15 Detroit – Idanha Gap – Blowout Road	\$ <u>59,797.54</u>	15
Area 16 Detroit and Big Cliff Dams Area	\$ <u>89,696.31</u>	16

Total Primary Audio system = \$ 1,345,444.65 17

Additive Pricing Options

Visual Lighting Alert System and Areas Covered

RFP Sections 1.1, 2.4 and 3.4.5. Areas covered from Exhibit D, Area Priority Map:

Area 1	Detroit	\$ <u>2,263.68</u>	18
Area 2	Idanha	\$ <u>565.92</u>	19
Area 3	Elkhorn	\$ <u>565.92</u>	20
Area 4	Breitenbush	\$ <u>565.92</u>	20
Area 5	Elkhorn Woods	\$ <u>1,131.84</u>	22
Area 6	Dogwood neighborhood / Northfork RD	\$ <u>1,787.76</u>	23
Area 7	North Fork Junction / Taylor Park	\$ <u>1,131.84</u>	24
Area 8	North Fork / Taylor Park East	\$ <u>565.92</u>	25
Area 9	Gates	\$ <u>2,263.68</u>	26
Area 10	Mill City	\$ <u>2,892.60</u>	27
Area 11	Mehama / Lyons	\$ <u>2,892.60</u>	28
Area 12	Fox Valley	\$ <u>4,527.36</u>	29
Area 13	Minto Park / Mad Creek / Niagara Park	\$ <u>1,787.76</u>	30
Area 14	Detroit Recreation Area	\$ <u>1,131.84</u>	31
Area 15	Detroit – Idanha Gap – Blowout Road	\$ <u>1,131.84</u>	32
Area 16	Detroit and Big Cliff Dams Area	\$1,131.84	

Total Visual Lighting system = \$ 25,466.40 34

RFP Section 3.4.5			
2 training sessions	\$ <u>28,000.00</u>		35
Operations manual	\$ <u>500.00</u>		36

TOTAL PRICE PROPOSAL: \$ 1,399,410.68 37



Signature of Proposer’s duly authorized representative for all Project Components

10/2/2025

Date

Public Safety Alerting System Design Build
 Marion County Oregon
 ATI Systems - Cost Proposal
 October 2, 2025
Pricing Valid for 90 Days From Above Date

ATI Systems, Inc.
 30 Jeffries Street
 East Boston, MA 02128
 Tel: 617 418-2322
rmclaughlin@atisystem.com

www.atisystem.com

MODEL #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
I	Communication Control			
REACT5000 CCU Control Station for Each Activation Point in County	<p>REACT5000 Communication Control Unit - Includes enclosure which can be used for desktop mounting or rackmounting (3U) for ATI Mass Notification System, at least 1 required per system. 7" touch screen for user interface, 8 watt amplifier with 1W internal speaker, connection for external speaker, (2) Supervised Push Button Inputs, (1) 12VDC Strobe Output 1A max, (2) Signaling Relay Outputs, microphone input, RJ45 Ethernet Port, Line level Audio Input and output with 8 hours of standby operation. Internal 12V UPS with 8 hours of standby operation and microphone included. Requires 12V 7AH battery-not included, Radio Not Included.</p> <p>a. CCU for Full system control activation point locations.</p> <ol style="list-style-type: none"> 1. Main location, Marion County EM, Silverton Road, Salem – EM Radio Room 2. METCOM911, Woodburn 3. MCSO Public Safety Building – Aumsville RD, Salem <p>b. CCU for Local area / Grouped sirens activation points</p> <ol style="list-style-type: none"> 1. Detroit/Idanha Fire Station – in Detroit or Idanha 2. Gates Fire District station 3. Stayton Rural Fire District, Mehama Station 4. Stayton Fire District, Elkhorn Station <p>c. CCU for Single location activation point</p> <ol style="list-style-type: none"> 1. Breitenbush Location 	8	\$2,850.00	\$22,800.00
MDICG's for 8 CCU's	<p>Intelligent Control Gateway Board- controller with powerful 32 bit ARM processor and multiple interfaces (Ethernet, USB, CANbus, RS232, RS485, radio and telephone). Improved Ethernet/IP interface allows IP communication between ATI units while supporting enhanced features like IPv6 and advanced security. Additional I/O, including relays and 8 watt audio amplifier, provides flexible local interconnection. Also provides digital storage for pre-recorded voice messages in field units.</p>	8	\$700.00	\$5,600.00
MassAlert Software	<p>Mass Alert Software Package for Windows 11 - Two way communication alarm software platform with graphics screen for control and monitoring. Allows additional CCUs on a system and monitors field sensors. Uses enhanced graphics and incorporates customized map such as Google Earth, GeoBase, or AutoCad similar format showing the basic facility and transportation layers. Identifies and communicates with all outside devices to include HPSS, RTU, ISU, OSU, etc... Provides over 130 configurable events.</p>	1	\$3,302.00	\$3,302.00
WEB Interface for MassAlert Software	<p>ATI WEB Interface for MassAlert Software: Web enabled software interface for MassAlert to the WEB. This enables the customer to innitiate alerts from anywhere there in a connection to the Internet</p>	Lot		INCLUDED
CS-COMP* PC's for 8 CCU's	<p>Computer Station - Includes standard Computer, standard 19" monitor, keyboard, mouse, up to date Operating System, Ink Jet Printer, Serial Port and RS232 Cables, and multi-strip power outlet.</p>	8	\$1,097.00	\$8,776.00
BAT12V7* Batteries for 8 CCU's	<p>Battery * - Includes one sealed Battery 12V, 7AH.</p>	8	\$99.79	\$798.34

II		Outdoor High Powered Speaker Stations		
MDHPSS16(4) 1600 Watt Speaker for Breitenbush Priority Area	High Powered Speaker Station provides 1600 watts of audio power. Includes a NEMA4X stainless steel siren enclosure with an attached ventilated battery compartment, enclosure mounting bracket and mounting hardware. Enclosure contains a Class D amplifier integrated with a controller, an intrusion switch, a temperature compensated battery charger and a power ON/OFF circuit breaker. Stationary Speaker Head, includes 400W speaker horns with drivers, 50 feet of speaker cable, and a speaker pole top mounting bracket. Radio, Batteries and Antenna equipment sold separately. Note: HPSS16 requires 2 batteries per unit for AC and 4 batteries per unit for solar.	1	\$7,000.00	\$7,000.00
MDHPSS32 3200 Watt 8 Horn Speakers for 14 Other Priority Areas	High Powered Speaker Station provides 3200 watts of audio power. Includes a NEMA4X stainless steel siren control enclosure with an attached ventilated battery compartment, enclosure mounting bracket and mounting hardware. Enclosure contains a Class D amplifier integrated with a controller, an auxiliary Class D amplifier with an interconnecting cable, an intrusion switch, a temperature compensated battery charger and a power ON/OFF circuit breaker. Stationary Speaker Head includes, (8) 400W speaker horns with drivers, 50 ft of speaker cable, hardware and a speaker pole mounting bracket. Radio, Batteries and Antenna equipment sold separately. Note: HPSS32 requires 4 batteries per unit.	44	\$9,000.00	\$396,000.00
SP200W* Solar Panels	200W Solar Package - Includes (1)200 W Solar Panels, 50 feet of cables and high wind support bracket.(Actual Wattage may vary due to market conditions)	45	\$1,100.00	\$49,500.00
POLES	Class 2 55' Wooden Utility Poles - Poles will be delivered in one 'Drop Down Area' to Marion County Oregon. Poles will then be distributed and laid down at (45) specified locations around Marion County for individual installation and speaker mounting.	45		INCLUDED
BAT12V100LA*	Battery - Includes one Lead Acid 12V, 100AH battery.	180	\$284.04	\$51,127.20
III		Prerecorded Messages		
DMRT	Digital Message Recording Time- Lot charge for 15 minutes recording time	Lot		\$1,500.00
MDICG's for 45 HPSS	Intelligent Control Gateway Board- controller with powerful 32 bit ARM processor and multiple interfaces (Ethernet, USB, CANbus, RS232, RS485, radio and telephone). Improved Ethernet/IP interface allows IP communication between ATI units while supporting enhanced features like IPv6 and advanced security. Additional I/O, including relays and 8 watt audio amplifier, provides flexible local interconnection. Also provides digital storage for pre-recorded voice messages in field units.	45	\$700.00	\$31,500.00
IV		FIRSTNet Cellular Communication Equipment		
Cell Modem	RX55, 4G LTE-A Router, NA, includes 1-year AirLink Complete RX55 includes 1-year AirLink Complete	53	\$924.00	\$48,972.00
Cell Antenna	3in1 Panel Antenna - 2xLTE, GNSS, Bolt Mount, 3m, Black Antenna (Cellular+GNSS)	53	\$66.30	\$3,513.90
Panel Antenna Bracket	Panel Antenna Bracket (Wall/Pole/Mast Bracket)	53	\$23.12	\$1,225.36
Rail Mount Bracket	DIN Rail Mounting Bracket	53	\$61.26	\$3,246.78

Cell Service Fee	<p>FirstNet backbone. Pricing on the Control Center dashboard is graduated, determined by usage: 1MB: \$0.79 1GB: \$19.00 per site Unlimited: \$30 per site</p> <p>We do not expect even with weekly/monthly siren testing, that usage would go beyond 1GB.</p>			Monthly cell fee to be paid by Marion County
V	Engineering Services			
ENG/ACOUSTIC	Acoustic Design and Analysis - Acoustic design to meet the requirements and function of client's environment. Includes the locating of equipment based on in house sound propagation study by ATI acoustic experts.	Lot		\$2,500.00
ENG/SOFT DEV	Software Development - Software development for new ATI system. Programming, implementation, and verification of the new system software that is to be utilized on ATI units.	Lot		\$1,500.00
ENG / FIRM DEV	Firmware Development - Firmware development for new ATI system. Configuration of the programming on ATI internal components and system hardware that is to be used in the field.	Lot		\$500.00
ENG /SYST	System Engineering - In house quality assurance of hardware and final optimization of the total solution that is to be deployed on customer site.	Lot		\$500.00
FDOC Documentation	User and Hardware and On-Site Test Documentation - Includes operator manuals for all ATI software and equipment and specific test documentation.	Lot		\$500.00
VI	Installation and Start-up Services			
ATI INSTL	<p>ATI Installation Work performed by Potelco Inc, an Oregon licensed local, reliable installer.</p> <ul style="list-style-type: none"> - Provide/Install (45) Class 2 55' Wooden Utlity Poles around Marion County. - Mount and Connect (45) ATI High Powered Speaker Systems per Proposal. - Install (8) Central Control Units with Cellular Modems in office settings. 	Lot		\$670,000.00
Start-Up & Commissioning	System startup includes- ATI field specialists to perform system start up, inspection, testing, onsite operator and maintenance training. This cost also includes Preparation, Quality Assurance, Optimazation and Field Time.	Lot		\$28,000.00
Start-Up Travel	Travel for onsite Start-Up & Commissioning. This system startup includes airfare, hotel, car and per diem for onsite trip.	Lot		\$14,392.00
SHIP	Shipping and Handling	Lot		\$21,191.00
DELIVERY AND STORAGE NOTES	<p>DELIVERY AND STORAGE NOTES</p> <ul style="list-style-type: none"> - POLE Shipping and Delivery is included in the Installation price. - ATI will provide local pole laydown area in Marion County. - ATI will provide local equipment storage for hardware components (speakers, NEMA4X cabinet, solar panels, batteries, cables, etc). - ATI will deliver poles to (45) designated locations in Marion County. 			INCLUDED
VII	Warranty and Support Services			
WARRANTY 3 YEARS	3 Year ATI Factory Warranty. ATI Systems (Acoustic Technology, Inc.) warrants its products to be free from defective material and workmanship for three years from the date of delivery. All original equipment manufacturer (OEM) items will be covered by their own respective warranties. OEM items include radios, computer peripherals, antennae, etc. Extended warranties are available at additional cost.			INCLUDED
TOTAL COST	Total Cost - AUDIO SOLUTION		Total	\$1,373,944.58
MAINTENANCE COSTS AND FEES				

Software Licensing Fees	Annual Software Licensing Fee - Not Applicable ATI MassAlert Software has a one time purchase Fee. There is no annual software licensing fee or cost.	Lot		NA
Hardware Maintenance Fees	Annual Hardware Maintenance Fee - Not Applicable ATI Hardware does not have a monthly or annual maintenance fee. The hardware is extremely reliable and maintenance when it is needed is usually a board-swap. We do offer an annual PMI Preventive Maintenance inspection, after the (3) Year Warranty has expired.	Lot		NA
Optional Preventive Maintenance Inspection (After Warranty)	ATI Systems offers a Preventive Maintenance Inspection that can be performed on an annual basis, once the (3) Year Warranty has expired. There is a charge for this PMI Services, plus and parts and labor required to affect necessary repairs .	Lot		\$38,160.00 (plus travel) In Year 4

OPTIONAL SOLUTIONS

VIII	Visual Lighting Alert System - Strobe Lights for Poles			
STROBES for HPSS Speakers	Strobe - 12-76 VDC, less then 3 amps draw, Outdoor. Specify Strobe Color. R=Red, Y=Yellow, C=Clear and B=Blue.	45	\$565.92	\$25,466.40
IX	Optional Communication Equipment - Fiber Optic Network			
Fiber Optic Network	FirstNet backbone. Zipy Fiber has confirmed service for 15 siren sites and 2 central control stations at a fixed rate of \$240 per site per month on a 5-year contract NOTE: If Fiber Optic and Cellular Service is used concurrently, an additional communications board may be needed.	15		Monthly fiber fee to be paid by Marion County
IX	Optional Communication Equipment - Satellite Modems			
Satellite Modems & Cables 45 for Speakers 8 for CCU's	Mini Satellite Modem with modem, mounting equipment, integrated wifi, pipe adapter and flat mount, dc power cable and cable plug. Ethernet Cables - Mount 8 Cables from the Satellite Modem on the CCU to the Satellite Dish mounted on the 8 CCU Buildings. Monthly Data Fee = Estimated \$85per modem per month. Customer to license satellite modems with local provider.	53	\$954.00	\$59,662.00 Plus Monthly Satellite Fee to be paid by Marion County

TERMS AND CLIENT RESPONSIBILITIES:

1	Start Up must be done within six months from the date of this P.O. number. If not this item should be deleted and restarted when the installation is 100% completed.
2	TERMS: Net 30 days from receipt of invoice. Invoices are submitted upon receipt of materials/equipment, and every 30-days for services performed. (For International projects payment is due by wire with 30% on order and the remaining 70% before shipping)
3	Pricing Valid for 90 Days
4	Partial or Full delivery must be allowed and invoiced accordingly, otherwise storage fees may be
5	*Open Market Item. This is a third party product which is not subject to volume discount. This cannot be purchased individually without ATI product.
6	A Radio Frequency is required for system communication. It is the responsibility of the client to provide a dedicated radio frequency.
7	The Radio Frequency, Tones and messages need to be provided by the client at the time of the purchase order. Please Note: If there is a delay in providing this information to ATI, schedules and deadlines will be affected.
8	For IP communications, Client to have a dedicated network drop within 10 feet of ATI panel.
9	Client to provide VLAN for all equipment. VLAN must support static IPs and broadcast IP address.

10	FCP Note: ATI requires contact closure and line level audio. ATI will interface to an Aux Input with line Audio 300 or 600 Ohm audio. Upgrades or modifications required to pass audio is not included in this cost. Client is responsible to contact the manufacturer of the Fire Alarm Panel(s) if additional interface for the audio path is required. (ATI is not responsible for the modification, programming or the upgrading of the Fire Alarm Control Panel)
11	Client to provide AC drops within 10 feet of ATI field units. Suitable desktop location for ccu and control station equipment with local 120 vac outlets is required
12	Professional Engineering by state certifications (ie wind loading, roof or pole structures or siren structures) are not included but available for additional costs.
13	Installation is included.
14	Client responsible to spot all underground obstructions prior to digging. Proposal assumes no rock, water level table or cave-in during standard auguring of holes to a depth of 6-8 feet
15	ATI is not responsible for any damage to underground wiring identified by local hotline service or to structures not installed properly or to code
16	ATI is not responsible for right of way conditions that would prevent construction or require permitting or for any resulting costs.
17	FOB POINT(S): FOB Destination: to the 48 Contiguous States ,District of Columbia, Alaska, Hawaii, and Puerto Rico, for all other destinations, freight prepaid and added to invoice.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/12/2025

Department: Public Works

Title: Brooks-Hopmere Water Improvement Project - Slayden Constructors, Inc. GMP

Management Update/Work Session Date: 10/28/2025 Audio/Visual aids

Time Required: 5 minutes Contact: Brian Nicholas Phone: 503-588-7943

Requested Action:
Approve the Guaranteed Maximum Price (GMP) amendment to PW-5864-24, the Construction Manager / General Contractor (CMGC) Contract between Marion County and Slayden Constructors, Inc., in the amount of \$9,888,336.24 for construction of the Brooks-Hopmere Water Improvement Project.

Issue, Description & Background:
Marion County Public Works is delivering the Brooks-Hopmere Water Improvement Project on behalf of the Brooks Community Service District (BCSD). The Project is required to deliver a water campus under aggressive funding deadlines.

Design has progressed to the 90% design completion stage, at which point the CMGC contractor is required to provide a GMP proposal. Staff evaluated the contractor's price proposal, met with the contractor to resolve pricing questions developed Marion County's pre-negotiation position and completed negotiations to arrive at the Guaranteed Maximum Price submitted for Board approval.

Financial Impacts:
The GMP will increase the contract value by \$6,800,767.24, from \$3,087,569.00 to \$9,888,336.24. This is a budgeted expense in the current fiscal year under CIP #24-356.

Impacts to Department & External Agencies:
None

List of attachments:
Contract PW-5864-24, GMP Amendment

Presenter:
Shane Ottosen

Department Head Signature:
Brian Nicholas Digitally signed by Brian Nicholas
Date: 2025.10.29 08:40:23 -07'00'

Contract Review Sheet

Public Improvement Agreements

PW-5864-24 GMP

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

Contractor's Name: Slayden Constructors, Inc.

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: Execution

Expires: December 31, 2026

Original Contract Amount: \$ 181,248.00

Previous Amendments Amount: \$ 2,906,321.00

Current Amendment: \$ 6,800,767.24

New Contract Total: \$ 9,888,336.24

Amd% 5356%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 40-0600 Alternative Contract Methods

PW1404-23

Description of Services or Grant Award

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

Guaranteed Maximum Price - adds \$6,800,767.24 to contract for full delivery of the construction project.

Desired BOC Session Date: 11/12/2025

Contract should be in DocuSign by: 10/22/2025

Agenda Planning Date: 10/30/2025

Printed packets due in Finance: 10/28/2025

Management Update: 10/28/2025

BOC upload / Board Session email: 10/29/2025

BOC Session Presenter(s) Shane Ottosen

Code: Y

REQUIRED APPROVALS

DocuSigned by:

 10/31/2025
 Finance - Contracts _____ Date

 Contract Specialist _____ Date

 Legal Counsel _____ Date

 Chief Administrative Officer _____ Date

Contract #PW-5864-24

**MARION COUNTY
GMP AMENDMENT TO CONTRACT PW-5864-24**

THIS AMENDMENT IS BETWEEN:

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

And

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

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

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

Date of this Amendment: _____, 2025

Contract #PW-5864-24

Owner and CM/GC hereby amend the Contract as set forth below. Capitalized terms used but not defined herein shall have the meanings given in the Contract Documents. Except as amended herein, CM/GC Contract PW-5864-24 remains in full force and effect.

1. **Guaranteed Maximum Price.** The parties agree that the Guaranteed Maximum Price (GMP) for the Project is **\$9,888,336.24**, consisting of the Estimated Cost of Work (ECOW), the CM/GC Fee, bonds, insurance and taxes, all stated as fixed dollar lump sum amounts, as follows:

Preconstruction Fee:	181,248.00
Early Work Amendments	2,906,321.00
Estimated Cost of Work (ECOW)	6,144,570.36
CM/GC Fee (8.0% of ECOW):	491,565.63
Bonds, Insurances, Builder's Risk	126,086.58
Oregon CATax	38,544.67
GMP (Total of above Categories):	9,888,336.24

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

2. **Basis of GMP.** The GMP is based on the following GMP Supporting Documents:
 - a. CM/GC's GMP Proposal dated September 25, 2025, and revised October 17, 2025 (incorporated by reference)
 - i. Cost Summary (Attachment D.1.i)
 - ii. Assumptions & Clarifications (Attachment D.1.ii)
 - iii. Allowance Log (Attachment D.1.iii)
 - iv. Schedule (Attachment D.1.iv)
 - b. 100% GMP Construction Drawings by Keller Associates, Inc.
 - i. Drawing List (Attachment D.1.v)
 - ii. Individual Drawings (incorporated by reference)
 - c. 100% GMP Construction Specifications by Keller Associates, Inc.
 - i. Specification List (Attachment D.1.vi)
 - ii. Individual Specifications (incorporated by reference)

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

Contract #PW-5864-24

3. **Substantial Completion Date.** November 1, 2026.
4. **Contract Completion Date.** December 30, 2026
5. **Tax Compliance Certification.** The individual signing on behalf of CM/GC hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of CM/GC, s/he has authority and knowledge regarding CM/GC's payment of taxes, and to the best of her/his knowledge, CM/GC is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 401.792 to 401.816, ORS 320.005 to 320.150 and 403.200 to 403.250, and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620.
6. **GMP Internal Order of Precedence.** The order of precedence specific to this Guaranteed Maximum Price amendment is as follows:
 - Section 5 of the GMP Proposal – Assumptions and Clarifications
 - Addenda 1 to 4, attached in Section 9 of the GMP Proposal, with those of later date having precedence over those of an earlier date;
 - Design Review Log, issued September 24, 2025, attached in Section 9 of the GMP Proposal;
 - Drawings incorporated by reference via the Drawing List, attached in Section 9 of the GMP Proposal;
 - Specifications incorporated by reference via the Specs List, attached in Section 9 of the GMP Proposal;
 - Sections 1-4 and sections 6-8 of the GMP Proposal;This does not modify the order of precedence established in the original Agreement.

(remainder of this page left intentionally blank)

Contract #PW-5864-24

CERTIFICATIONS AND SIGNATURES

SLAYDEN CONSTRUCTORS, INC. (CM/GC)

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

Authorized Representative of CM/GC: _____ Date

Title _____

CCB Registration No.: _____

MARION COUNTY (OWNER)

BOARD OF COMMISSIONERS

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  11/1/2025
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature:  10/31/2025
Marion County Contracts & Procurement Date

Contract #PW-5864-24

Attachment D.1.i – Cost Summary

Brooks Hopmere Water Improvement Project
Marion County
100% Design Deliverable GMP

Created By: Slayden Constructors, Inc.

Last Revision:

10/17/2025

Based on: Keller Associates 100% Design Deliverable - August 2025

COST OF WORK		
Description	Value	Notes
Cost of Work	\$ 5,689,417.00	
Subtotal - Cost of Work	\$ 5,689,417.00	
OTHER COSTS		
CM/GC Contingency	\$ 284,470.85	5.0%
Design Evolution Allowance	\$ 170,682.51	3.0%
Subtotal - Other Costs	\$ 455,153.36	
SUBTOTAL w/ OTHER COSTS	\$ 6,144,570.36	
MARKUPS		
CM/GC Fee	\$ 491,565.63	8.0%
Bonds & Insurance	\$ 126,086.58	1.90%
OR CATax	\$ 38,544.67	0.57%
Subtotal - Other Costs	\$ 656,196.88	
TOTAL CONSTRUCTION COST	\$ 6,800,767.24	

OTHER CONTRACTS		
Pre-Construction Contract	\$ 181,248.00	
EWA1 - Pump & Electrical Gear Procurement	\$ 581,348.00	
EWA2 - Field Investigations	\$ 151,962.00	
EWA3 - Pothole Vactor Truck	\$ 23,597.00	
EWA4 - Tank & Deep Foundation Procurement	\$ 961,564.50	
EWA5 - Early Civil Work	\$ 1,187,849.50	
Subtotal - Other Contracts	\$ 3,087,569.00	
TOTAL CONTRACT VALUE		\$ 9,888,336.24

Contract #PW-5864-24

Attachment D.1.ii – Assumptions & Clarifications

Attachment D.1.11 – Assumptions & Clarifications

Assumptions and Clarifications



Project:	Brooks Hopmere Water Improvements Project
Deliverable:	GMP

10/17/2025

Item No.	Division	Drawing or Specification	Comment	Assumption / Clarification / Exclusion
1	N/A	All	Proposal remains valid for a period of 60 days.	Clarification
2	N/A	Q&A	Proposal incorporates all changes in GMP addenda 1-4	Clarification
3	N/A	All	Amendment is priced as Fixed Price per CM/GC Contract article 3.2.3.	Clarification
4	Quotes	Escalation	Many quotes state pricing is only valid is materials are shipped within 90 days, or price may be adjusted to market rates at time materials are fabricated. Due to current market conditions, we are unable to get this language removed from quotes. Proposal assumes all escalations due to current project schedule will be negotiated as contingency usage.	Clarification
5	N/A	Tariffs	Vendor pricing includes all tariffs in effect through 9/11/2025. Contractor shall be eligible for an adjustment in contract price due to clearly demonstrated cost effects resulting from tariffs assessed under subsequent Executive Orders at the time affected goods are purchased so long as as the affected goods are responsibly purchased within the timeframe when the affected goods would normally be purchased. No change in contract term shall be allowed.	Clarification
6	Agreement	G.3.3.1 & 3.7- Insurance Deductibles	Insurance Policies are not commercially available with \$50,000 deductible limits for earthquake, Flood, Professional Liability, & Pollution Liability coverages. Proposal lowest available deductibles as follows: Flood & Water Damage - \$250,000 Earthquake - \$250,000 Named Storm - \$100,000 Pollution Liability - \$250,000 Professional Liability - \$250,000	Clarification
7	Agreement	5.2 - Completion Dates	Project completion dates are revised as follows per enclosed GMP schedule. Substantial Completion - November 1, 2026 Final Completion - November 30, 2026	Clarification
8	Allowance	Dewatering	Dewatering allowance included in EWA5 is to be used for all dewatering encountered during work in GMP also.	Clarification
9	Allowance	Railroad Permitting	Permitting allowance included in EWA2 shall also be used to pay for railroad application & permitting fees for perminant work included in GMP.	Clarification
10	01	Testing water	Proposal assumes water for testing to be provided through conveyance pipeline from Chemeketa well.	Clarification
11	01	Special Inspections	This proposal excludes special inspections including pipe welding & compaction testing. (to be provided by third party inspector paid for by the County).	Exclusion
12	01	Inspections	Proposal excludes all County overtime or additional costs associated with extended work hours for tank erection and work in the railroad jurisdiction.	Exclusion
13	01	Utilities	This proposal excludes PGE costs associated with permanent power. (not determined at this time)	Exclusion
14	01	Chemicals	This proposal excludes all initial chemical fills (to be paid for by others).	Exclusion
15	01	Testing Water	Proposal assumes testing water discharged to storm pond/swales.	Clarification
16	02	Hazardous Materials	Estimate excludes hazardous material remediation or disposal, none shown on plans.	Exclusion
17	03	Tank Foundation	Tank foundation is to de designed by tank supplier. GMP includes preliminary design provided by supplier for reference only. Changes in final tank foundation to be complested from Design Evolution allowance.	Clarification

Item No.	Division	Drawing or Specification	Comment	Assumption / Clarification / Exclusion
18	05	Structural General Notes Sheet 1	This proposal excludes the 5% allowance of steel to be finished, fabricated and installed as called out in the instruction to bidders in the structural general notes.	Exclusion
19	07	07 25 00, 07 30 00, A-501	Air permeable membrane (Tyvek house wrap or equal) will be used at metal siding panels.	Clarification
20	08	08 11 13, A-601	HM Door thickness will follow spec to be 1-3/4" thick	Clarification
21	26	Primary Power	The estimate includes running primary power from PG&E's power pole located 154' west of the power pole currently shown to draw power from.	Clarification
22	31	C-401, C-502	SCI to use restrained MJ's at all underground connections and will exclude thrust blocks per detail C7203.	Exclusion
23	32	Geotechnical Engineering	Slayden and their subcontractors excludes all geotechnical engineering services, as well as any related work as referenced in the aggregate piers specification 31 51 00. These services are to be provided by others.	Exclusion
24	33	Steel Reservoir	The steel reservoir and all work associated is based off the 77' diameter from NST tank engineering.	Clarification
25	33	Bore	Per AREMA guidelines to bore under a railroad, work must progress 24/7 when in the railroad influence zone. Work hours to be adjusted to accommodate work as required by UPRR.	Clarification
26	33	Tank Erection	Tank quote accepted in EWA4 allows erector to work 6 days a week for 10 hour days and tank erection duration is expected to last 6 weeks. Proposal assumes these work hours are acceptable. Costs associated with reduced erector work hours to meet contract can be priced if required.	Clarification
27	40	M-302-B M-501	Proposal includes silt stop per detail M9001 but excludes floor drains noted on M-302-B as detail for floor penetration will not accommodate a floor drain.	Clarification
28	40	M-302-B M-501	All pipe connected to tank floor to be Ductile iron or PVC to avoid dissimilar metal issues per Keller. Below grade piping to be DIP, and Inlet & recirculation pipe in tank to be DIP. Outlet and drain silt stops assumed to be PVC.	Clarification
29	40	Integration	Slayden has included an allowance for supply of control panels (to be designed by Keller) but excludes all controls hardware, software, programming, controls design, & loop drawings. These scopes are supplied by Keller Engineering as the Systems Integrator. Slayden excludes any implementation or guarantees for performance of the controls system that are outside our scope of supply.	Exclusion
31	40	Chlorine Lines	The chlorine lines in the booster station are estimated as above grade double contained pipe running across the ceiling.	Clarification
32	46	46 33 42	A coupling guard is not provided for the chemical metering system.	Clarification
32	46	46 33 42	The chemical metering pump will have a control range of 1000:1 in lieu of 20:1.	Clarification
33	46	46 33 42	The pump is mechanically driven, so an adjustable stroke is not required. A stepper motor is included to control the dosage rate.	Clarification
33	46	46 33 42	The hydraulic oil system is omitted, as the pump is mechanically driven.	Clarification
34	46	46 33 42	Inlet and outlet valves are provided as cartridge check valves with threaded connections rather than gravity seating.	Clarification
34	46	46 33 42	The pump housing will be constructed of PVDF material to prevent corrosion.	Clarification
35	46	46 33 42	The motor is mechanically driven therefore no slide ring adjustment is provided.	Clarification
35	46	46 33 42	The pump selectable tachometer is excluded.	Clarification

Contract #PW-5864-24

Attachment D.1.iii – Allowance Log

Attachment D.1.iii – Allowance Log

Update:

10/17/2025

**6.0 Allowance
Log**

<u>Item #</u>	<u>HCSS Bid Item *</u>	<u>Description</u>	<u>Notes</u>	<u>Value</u>
1	SUMMARY	Design Evolution	Funds to cover design & permitting changes post August 100% design documents	\$ 170,683
2	5300	Pipeline Alternate	Bid Alternate for pipelines east of Udder Way (K&E quote)	\$ 156,400
3	30260	Control Panel	Control Panel supply (to be designed by Keller post GMP)	\$ 60,000
4	20460	Tank Holiday Testing	3rd party holiday testing of water storage tank as tank is erected	\$ 10,000
5	81000	Winter Weather	Winter Weather management (including ice & snow)	\$ 10,000
6	EWA 2	Permitting Fees	Payment of Marion County Permitting Fees for Project	\$ 20,000
7	EWA 4	PGE Improvements	PGE cost for temporary electrical service	\$ 15,000
8	EWA 5	Dewatering	Cost for dewatering if encountered, including pumping, temp piping, baker tanks, etc. Ground water anticipated to be below excavation elevations but may be encountered for site piping seasonally.	\$ 50,000
TOTAL				\$ 492,083
GMP Added Total				\$ 407,083

Contract #PW-5864-24

Attachment D.1.iv – Schedule



2401 - Brooks-Hopmereg Waterline Project Brooks, OR

Activity ID	Activity Name	Original Duration	At Completion Duration	Start	Finish	Total Float	Predecessors	Successors	2024												2025												2026											
									M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O						
Brooks Hopmereg EWA1 Precon Baseline Schedule - Update		650	650	12-Apr-24 A	29-Oct-26	1																																						
Milestones		931	931	12-Apr-24 A	29-Oct-26	1																																						
A1000	Pre Con Notice to Proceed	0	0	12-Apr-24 A				A4850, A3750	Pre Con Notice to Proceed																																			
A1010	Execute EWA 1 - Pumps & Elec	0	0	10-Jul-25 A			A1490	A4040	10-Jul-25 A ◆ Execute EWA 1 - Pumps & Elec																																			
A5590	Execute EWA 2 - Pothole	0	0	17-Jul-25 A			A5480	A5560	17-Jul-25 A ◆ Execute EWA 2 - Pothole																																			
A5600	Execute EWA 4 - Tanks & Pile	0	0	11-Sep-25		8	A5520	A5580	11-Sep-25 ◆ Execute EWA 4 - Tanks & Pile																																			
A2750	Execute EWA 5 - Early Civil	0	0	11-Sep-25		12	A5750	A4110	11-Sep-25 ◆ Execute EWA 5 - Early Civil																																			
A2620	Execute GMP	0	0	08-Nov-25		6	A5700	A4030	08-Nov-25 ◆ Execute GMP																																			
A2630	Substantial Completion (September 30, 2026)	0	0		30-Sep-26*	1	A2360, A1820, A2730, A2280	A2640																																				
A2640	Final Completion (October 31, 2026)	0	0		29-Oct-26*	1	A2630, A4500, A4490, A2370, ,																																					
Phase 1 - Pre Construction		316	316	18-Dec-24 A	24-Mar-26	142																																						
Pre-Design and Design Services		316	316	18-Dec-24 A	24-Mar-26	108																																						
Design Schedule-1		316	316	18-Dec-24 A	24-Mar-26	108																																						
Preliminary Design		39	72	18-Dec-24 A	03-Apr-25 A																																							
A4850	Notice to Proceed with Design	0	0	18-Dec-24 A	18-Dec-24 A		A1000	A3720, A3400, A3	18-Dec-24 A Notice to Proceed with Design																																			
Survey		19	19	19-Dec-24 A	17-Jan-25 A																																							
A4860	Topographical Survey by Sub.	1	1	19-Dec-24 A	19-Dec-24 A		A4850	A4870	19-Dec-24 A Topographical Survey by Sub.																																			
A4870	Keller review and provide comments	5	2	20-Dec-24 A	24-Dec-24 A		A4860	A4880	20-Dec-24 A Keller review and provide comments																																			
A4880	Survey update and provide final CAD	10	10	06-Jan-25 A	17-Jan-25 A		A4870	A3140	06-Jan-25 A Survey update and provide final CAD																																			
Geotechnical Investigations and Report		38	71	19-Dec-24 A	03-Apr-25 A																																							
A3040	Kickoff Meeting KA/Geo	1	1	19-Dec-24 A	19-Dec-24 A		A4850	A3050	19-Dec-24 A Kickoff Meeting KA/Geo																																			
A3050	Property site access approval	5	3	02-Jan-25 A	06-Jan-25 A		A3040	A3060	02-Jan-25 A Property site access approval																																			
A3060	Permitting Geotech	1	1	03-Jan-25 A	03-Jan-25 A		A3050	A3080	03-Jan-25 A Permitting Geotech																																			
A3080	KA provide final bore hole locations	1	1	03-Jan-25 A	03-Jan-25 A		A3060	A3090	03-Jan-25 A KA provide final bore hole locations																																			
A3090	Geotech utility locates	3	2	06-Jan-25 A	07-Jan-25 A		A3080	A3110	06-Jan-25 A Geotech utility locates																																			
A3110	Geotech Boring	3	4	08-Jan-25 A	13-Jan-25 A		A3090	A3120	08-Jan-25 A Geotech Boring																																			
A3120	Geotech Draft Report	20	54	13-Jan-25 A	31-Mar-25 A		A3110	A3130	13-Jan-25 A Geotech Draft Report																																			
A3130	KA Review & provide comments	5	4	31-Mar-25 A	03-Apr-25 A		A3120	A3140	31-Mar-25 A KA Review & provide comments																																			
A3140	Geotech Final Report	5	1	03-Apr-25 A	03-Apr-25 A		A4880, A3130	A3410	03-Apr-25 A Geotech Final Report																																			
Final Designs		302	316	18-Dec-24 A	24-Mar-26	108																																						
30% Design Package		96	69	18-Dec-24 A	31-Mar-25 A																																							
A3400	30% Drawing preparation	70	48	18-Dec-24 A	28-Feb-25 A		A4850	A2590, A3410	18-Dec-24 A 30% Drawing preparation																																			
A3410	30% QA/QC Review Period	10	15	03-Mar-25 A	21-Mar-25 A		A3140, A3400	A5100	03-Mar-25 A 30% QA/QC Review Period																																			
A5100	30% Finalized Drawings sent for review	23	6	24-Mar-25 A	31-Mar-25 A		A3410	A3490	24-Mar-25 A 30% Finalized Drawings sent for review																																			
EWAs		53	63	21-Feb-25 A	20-May-25 A																																							
A3420	Package deliverables for EWA 1	53	38	21-Feb-25 A	15-Apr-25 A		A4850	A1430, A5610	21-Feb-25 A Package deliverables for EWA 1																																			
A5610	Package deliverables for EWA 2	20	10	16-Apr-25 A	29-Apr-25 A		A3420	A5450	16-Apr-25 A Package deliverables for EWA 2																																			
A5620	Package deliverables for EWA 4	10	14	01-May-25 A	20-May-25 A		A5460	A5490	01-May-25 A Package deliverables for EWA 4																																			
50% Design Package		24	51	01-Apr-25 A	11-Jun-25 A																																							

■ Remaining Level of Effort ■ Critical Remaining Work
■ Actual Work ◆ Milestone
■ Remaining Work ── Summary

Slayden Constructors, Inc.
Brooks-Hopmereg Waterline Project Preconstruction Schedule
 Page 1 of 8

Data Date: 22-Aug-25
 Schedule Development Level: Preconstruction
 Revision Number:

Contract #PW-5864-24

Attachment D.1.v – Drawing List

Attachment D.1.v – Drawing List

DRAWING LIST | 2401 Brooks Hopmere - 100% GMP

DRAWING NUMBER	DRAWING TITLE	REVISION	PLOT DATE
GENERAL			
G-001	TITLE SHEET	100%	7/21/2025
G-002	SHEET INDEX	100%	8/14/2025
G-003	ABBREVIATIONS	100%	8/14/2025
G-004	GENERAL NOTES	100%	8/14/2025
G-005	PIPING SCHEDULE	100%	8/14/2025
G-006	PROJECT OVERVIEW	100%	8/14/2025
G-007	GENERAL NOTES SHEET 1	100%	8/14/2025
G-008	GENERAL NOTES SHEET 2	100%	8/14/2025
G-009	MASONRY SPECIAL INSPECTIONS	100%	8/14/2025
G-010	STEEL SPECIAL INSPECTIONS	100%	8/14/2025
CIVIL - GENERAL			
C-001	CIVIL SYMBOLS & LINE LEGEND	100%	8/14/2025
C-010	EXISTING TOPOGRAPHY - SURVEY CONTROL	100%	8/14/2025
C-011	EXISTING TOPOGRAPHY - SITE LAYOUT	100%	8/14/2025
CIVIL - SITE			
C-100	TANK & BOOSTER STATION- OVERALL SITE PLAN	100%	8/14/2025
C-101	TANK & BOOSTER STATION- SITE PLAN	100%	8/14/2025
CIVIL - GRADING & DRAINAGE			
C-201	TANK & BOOSTER STATION-GRADING & DRAINAGE PLAN	100%	8/15/2025
C-202	EXCAVATION - SITE TANK PLAN & PROFILE	100%	8/14/2025
C-203	EXCAVATION- SITE TANK & BOOSTER STATION PLAN & PROFILE	100%	8/14/2025
CIVIL - UTILITY			
C-400	OVERALL SITE UTILITIES AND PIPELINE	100%	8/14/2025
C-401	TANK & BOOSTER STATION- UTILITY PLAN	100%	8/14/2025
C-410	BROOKLAKE RD WATERLINE- PLAN & PROFILE STA 10+00 TO 15+00	100%	8/14/2025
C-411	BROOKLAKE RD WATERLINE- PLAN & PROFILE STA 15+00 TO 20+00	100%	8/14/2025
C-412	BROOKLAKE RD WATERLINE - PLAN & PROFILE STA20+00 TO 24+00	100%	8/14/2025
C-413	BROOKLAKE RD WATERLINE - PLAN & PROFILE STA24+00 TO 24+98	100%	8/14/2025
C-414	UDDER WAY WATERLINE - PLAN & PROFILE STA30+00 TO 33+00	100%	8/14/2025
CIVIL - DETAILS			
C-500	CIVIL DETAILS	100%	8/14/2025
C-501	CIVIL DETAILS	100%	8/14/2025
C-502	CIVIL DETAILS	100%	8/14/2025
C-503	CIVIL DETAILS	100%	8/14/2025
C-504	EROSION AND SEDIMENT CONTROL DETAILS	100%	8/14/2025
C-505	EROSION AND SEDIMENT CONTROL DETAILS	100%	8/14/2025
AGENCY - DETAILS			
C-550	AGENCY DETAILS	100%	8/14/2025
C-551	AGENCY DETAILS	100%	8/14/2025
SITE ELECTRICAL			
ES-101	ELECTRICAL SITE PLAN	100%	8/14/2025
A - BOOSTER STATION - ARCHITECTURAL			
G-100-A	CODE ANALYSIS PLAN	100%	8/14/2025
A-101-A	FINISH FLOOR PLAN	100%	8/14/2025
A-102-A	ROOF PLAN	100%	8/14/2025
A-201-A	ELEVATIONS	100%	8/14/2025
A-202-A	ELEVATIONS	100%	8/14/2025
A301 A	BUILDING SECTIONS	100%	8/14/2025

A-302-A	BUILDING SECTIONS	100%	8/14/2025
A - BOOSTER STATION - STRUCTURAL			
S-101-A	FOOTING & FOUNDATION PLAN	100%	8/14/2025
S-102-A	SLAB & WALL PLAN	100%	8/14/2025
S-103-A	ROOF FRAMING PLAN	100%	8/14/2025
A - BOOSTER STATION - PLUMBING			
MP-101-A	BOOSTER STATION - PLUMBING, DRAIN AND VENT PLAN	100%	8/14/2025
A - BOOSTER STATION - MECHANICAL HVAC			
MH-101-A	BOOSTER STATION - HVAC PLAN	100%	8/18/2025
A - BOOSTER STATION - MECHANICAL			
M-101-A	BOOSTER STATION - MECHANICAL PLAN	100%	8/14/2025
M-301-A	BOOSTER STATION - MECHANICAL SECTIONS	100%	8/14/2025
A - BOOSTER STATION - ELECTRICAL			
E-101-A	BOOSTER STATION- POWER PLAN	100%	8/14/2025
E-102-A	BOOSTER STATION- LIGHTING PLAN	100%	8/14/2025
E-301-A	BOOSTER STATION- ELECTRICAL ELEVATION	100%	8/14/2025
EL-101-A	BOOSTER STATION- INSTRUMENTATION PLAN	100%	8/14/2025
STRUCTURE B - TANK - MECHANICAL			
M-101-8	TANK - MECHANICAL PLAN	100%	8/14/2025
M-301-8	TANK- MECHANICAL SECTIONS	100%	8/14/2025
M-302-8	TANK- MECHANICAL SECTIONS	100%	8/18/2025
STRUCTURE B - TANK - ELECTRICAL			
E-101-B	TANK- POWER PLAN	100%	8/14/2025
EI-101-8	TANK- INSTRUMENTATION PLAN	100%	8/14/2025
STRUCTURE B - TANK - ARCHITECTURAL			
A-501	ARCHITECTURAL DETAILS	100%	8/14/2025
A-502	ARCHITECTURAL DETAILS	100%	8/14/2025
A-601	ARCHITECTURAL SCHEDULES	100%	8/14/2025
STRUCTURE B - TANK - STRUCTURAL			
S-501	STRUCTURAL DETAILS	100%	8/14/2025
S-502	STRUCTURAL DETAILS	100%	8/14/2025
S-503	STRUCTURAL DETAILS	100%	8/14/2025
S-504	STRUCTURAL DETAILS	100%	8/14/2025
STRUCTURE B - TANK - PLUMBING			
MP-001	PLUMBING NOTES AND SYMBOLS	100%	8/14/2025
MP-501	STANDARD PLUMBING DETAILS	100%	8/14/2025
MP-502	STANDARD PLUMBING DETAILS	100%	8/14/2025
MP-601	PLUMBING SCHEDULES	100%	8/14/2025
STRUCTURE B - TANK - MECHANICAL HVAC			
MH-001	HVAC NOTES AND SYMBOLS	100%	8/14/2025
MH-501	HVAC DETAILS	100%	8/14/2025
MH-601	HVAC SCHEDULES	100%	8/14/2025
STRUCTURE B - TANK - MECHANICAL			
M-001	STD MECHANICAL SYMBOLS AND NOTES	100%	8/14/2025
M-501	STANDARD MECHANICAL DETAILS	100%	8/14/2025
M-502	STANDARD MECHANICAL DETAILS	100%	8/14/2025
STRUCTURE B - TANK - ELECTRICAL			
E-001	ELECTRICAL NOTES & SYMBOLS	100%	8/14/2025
E-501	ELECTRICAL STANDARD DETAILS	100%	8/14/2025

E-601	ONE-LINE DIAGRAM	100%	8/14/2025
E-602	PANEL SCHEDULES	100%	8/14/2025
E-603	ELECTRICAL CABLE SCHEDULE	100%	8/14/2025

STRUCTURE B - TANK - INSTRUMENTATION

EI-001	P&ID LEGEND & SCHEDULE	100%	8/14/2025
EI-002	P&ID SYMBOLS LEGEND	100%	8/14/2025
EI-003	P&ID SYMBOLS LEGEND	100%	8/14/2025
EI-601	INSTRUMENTATION CABLE SCHEDULE	100%	8/14/2025
EI-700	NETWORK DIAGRAM	100%	8/14/2025
EI-701	BOOSTER STATION- P&ID	100%	8/14/2025

Contract #PW-5864-24

Attachment D.1.vi – Specifications List

Attachment D.1.vi – Specifications List

SPECS LIST | 2401 Brooks Hopmere - 100% GMP

SECTION NO.	SPECIFICATION TITLE	REVISION	DATE
DIVISION 01 – GENERAL REQUIREMENTS			
01 11 00	Summary of Work	100%	8/1/2025
01 14 13	Access to Site	100%	8/1/2025
01 25 13	Product Substitution Procedures	100%	8/1/2025
01 31 19	Project Meetings	100%	8/1/2025
01 32 16	Construction Progress Schedule	100%	8/1/2025
01 33 00	Submittal Procedures	100%	8/1/2025
01 35 13	Special Project Procedures	100%	8/1/2025
01 35 53	Security Procedures	100%	8/1/2025
01 42 13	Abbreviations and Acronyms	100%	8/1/2025
01 42 19	Reference Standards	100%	8/1/2025
01 45 00	Quality Control	100%	8/1/2025
01 50 00	Temporary Facilities and Controls	100%	8/1/2025
01 57 12	Construction Site Discharge	100%	8/1/2025
01 71 13	Mobilization	100%	8/1/2025
01 71 23.16	Construction Surveying	100%	8/1/2025
01 74 20	Air Testing	100%	8/1/2025
01 74 30	Site Pressure Pipe Testing and Disinfection	100%	8/1/2025
01 75 00	Equipment Testing and Startup (Water Systems)	100%	8/1/2025
01 77 00	Closeout Procedures	100%	8/1/2025
01 78 23	Operation and Maintenance Data	100%	8/1/2025
DIVISION 03 – CONCRETE			
03 11 00	Concrete Forming	100%	8/1/2025
03 20 00	Concrete Reinforcing	100%	8/1/2025
03 30 00	Cast-in-Place Concrete	100%	8/1/2025
03 60 00	Grouting	100%	8/1/2025
DIVISION 04 – MASONRY			
04 22 00	Concrete Unit Masonry	100%	8/1/2025
DIVISION 05 – METALS			
05 50 00	Metal Fabrications	100%	8/1/2025
DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES			
06 10 00	Rough Carpentry	100%	8/1/2025
06 17 53	Shop-Fabricated Wood Trusses	100%	8/1/2025
DIVISION 07 – THERMAL AND MOISTURE PROTECTION			
07 11 13	Bituminous Dampproofing	100%	8/1/2025
07 21 00	Thermal Protection	100%	8/1/2025
07 25 00	Weather Barriers	100%	8/1/2025
07 30 10	Roofing Underlayment	100%	8/1/2025
07 40 00	Roofing and Siding Panels	100%	8/1/2025
07 60 00	Flashing and Sheet Metal	100%	8/1/2025
07 71 23	Manufactured Gutters and Downspouts	100%	8/1/2025
07 72 00	Roof Accessories	100%	8/1/2025
07 84 00	Firestopping	100%	8/1/2025
07 92 00	Joint Sealants	100%	8/1/2025
DIVISION 08 – OPENINGS			
08 11 13	Hollow Metal Doors and Frames	100%	8/1/2025
08 12 16	Aluminum Frames	100%	8/1/2025
08 31 00	Access Doors	100%	8/1/2025
08 33 23	Overhead Coiling Doors	100%	8/1/2025
08 71 00	Door Hardware	100%	8/1/2025
08 91 00	Louvers	100%	8/1/2025
DIVISION 09 – FINISHES			
09 90 00	Painting and Coating	100%	8/1/2025
DIVISION 10 – SPECIALTIES			
10 14 00	Signage	100%	8/1/2025
10 44 16	Fire Extinguishers and Cabinets	100%	8/1/2025
DIVISION 11 - FALL PROTECTION			
11 81 29	Horizontal Fall Protection	100%	8/1/2025
DIVISION 22 – PLUMBING			

22 00 00	Plumbing, General	100%	8/1/2025
22 13 13.01	Cast Iron Soil Pipe	100%	8/1/2025
22 30 00	Plumbing Equipment	100%	8/1/2025

DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

23 00 00	General HVAC Requirements	100%	8/1/2025
23 09 00	Instrumentation and Control of HVAC	100%	8/1/2025
23 34 23	HVAC Power Ventilators	100%	8/1/2025
23 81 26	Ductless Split Air Conditioning Units	100%	8/1/2025
23 83 39	Electric Unit Heaters	100%	8/1/2025

DIVISION 26 – ELECTRICAL

26 05 00	Electrical, General	100%	8/1/2025
26 05 19	Low-Voltage Electrical Power Conductors and Cables	100%	8/1/2025
26 05 26	Grounding and Bonding for Electrical Systems	100%	8/1/2025
26 05 29	Support Devices	100%	8/1/2025
26 05 33	Raceway and Boxes for Electrical Systems	100%	8/1/2025
26 05 73	Power System Studies	100%	8/1/2025
26 08 00	Field Electrical Acceptance Tests	100%	8/1/2025
26 21 00	Service Entrance	100%	8/1/2025
26 22 00	Low Voltage Transformers	100%	8/1/2025
26 24 16	Panelboards	100%	8/1/2025
26 24 19	Motor-Control Centers	100%	8/1/2025
26 27 26	Wiring Devices	100%	8/1/2025
26 28 00	Overcurrent Protective Devices	100%	8/1/2025
26 29 13.16	Reduced Voltage Motor Controllers	100%	8/1/2025
26 29 23	Variable-Frequency Motor Controllers	100%	8/1/2025
26 32 13	Engine Generators	100%	8/1/2025
26 32 36	Resistive Load Banks	100%	8/1/2025
26 36 00	Transfer Switches	100%	8/1/2025
26 51 19	LED Interior Lighting	100%	8/1/2025
26 56 19	LED Exterior Lighting	100%	8/1/2025

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 31 11	Building Intrusion Detection	100%	8/1/2025
28 46 11.23	Combination Sensors	100%	8/1/2025

DIVISION 31 – EARTHWORK

31 00 00	Earthwork	100%	8/1/2025
31 05 19.13	Geotextiles for Earthwork	100%	8/1/2025
31 11 00	Clearing and Grubbing	100%	8/1/2025
31 23 33	Trenching and Backfilling	100%	8/1/2025
31 40 00	Shoring	100%	8/1/2025
31 51 00	Rammed Aggregate Piers	100%	8/1/2025

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 12 16	Asphalt Paving	100%	8/1/2025
32 13 13	Concrete for Exterior Improvements	100%	8/1/2025
32 31 13	Chain Link Fences and Gates	100%	8/1/2025
32 92 19.16	Hydraulic Seeding	100%	8/1/2025

DIVISION 33 – UTILITIES

33 05 07.23	Utility Boring and Jacking	100%	8/1/2025
33 16 23	Ground Level Steel Water Storage Tanks	100%	8/1/2025

DIVISION 40 – PROCESS INTERCONNECTIONS

40 05 00	Piping, General	100%	8/1/2025
40 05 07	Hangers and Supports for Process Piping	100%	8/1/2025
40 05 19	Ductile Iron Pipe and Fittings	100%	8/1/2025
40 05 31	PVC Process and Yard Piping	100%	8/1/2025
40 05 51	Valves, General	100%	8/1/2025
40 05 57	Actuators for Process Valves and Gates	100%	8/1/2025
40 05 61	Gate Valves	100%	8/1/2025
40 05 63	Ball Valves	100%	8/1/2025
40 05 64	Butterfly Valves	100%	8/1/2025
40 05 65.23	Swing Check Valves	100%	8/1/2025
40 05 67	Control Valves	100%	8/1/2025
40 05 67.39	Pressure-Relief Valves	100%	8/1/2025
40 05 71.13	Duckbill Check Valve	100%	8/1/2025
40 05 78.11	Air Release Valves for Water Service	100%	8/1/2025
40 05 81.35	Hose Bibb Accessories and Nozzles	100%	8/1/2025
40 05 82	Solenoid Valves	100%	8/1/2025
40 05 93	Common Motor Requirements for Process Equipment	100%	8/1/2025
40 05 97	Piping Identification	100%	8/1/2025

40 61 96	Control Strategies	100%	8/1/2025
40 62 00	SCADA Computers and Software	100%	8/1/2025
40 63 43	PLC-Based Control Systems Hardware	100%	8/1/2025
40 63 43.A	IO Schedules	100%	8/1/2025
40 67 00	Control Panels	100%	8/1/2025
40 67 00.A	Panel List	100%	8/1/2025
40 70 00	Instrumentation and Control, General	100%	8/1/2025
40 70 00.A	Instrumentation List	100%	8/1/2025
40 70 00.1	Instrumentation and Control, References and Definitions	100%	8/1/2025
40 70 00.2	Instrumentation and Control, System Description	100%	8/1/2025
40 70 13	In-Line Liquid Flow Measuring Systems	100%	8/1/2025
40 72 00	Level Measuring System	100%	8/1/2025
40 72 83	Leak Detection System	100%	8/1/2025
40 73 00	Pressure Measuring and Detection Systems	100%	8/1/2025
40 74 00	Temperature Measuring Systems	100%	8/1/2025
40 79 23	Testing, Calibration, and Commissioning	100%	8/1/2025

DIVISION 43 – PROCESS LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT

43 05 01	Equipment General Provisions	100%	8/1/2025
43 05 50	Equipment Mounting	100%	8/1/2025
43 05 60	Process Equipment Testing	100%	8/1/2025
43 20 00	Pumps, General	100%	8/1/2025
43 21 50	Vertical Multistage Pumps	100%	8/1/2025
43 30 02	Vertical Split Case Pump	100%	8/1/2025

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT

46 30 00	Chemical Feed Equipment, General	100%	8/1/2025
46 33 42	Diaphragm Metering Pumps	100%	8/1/2025

APPENDIX

APPENDIX A – GEOTECHNICAL REPORT (SUPPLEMENTAL INFORMATION)		100%	8/1/2025
---	--	------	----------

DRAWINGS (BOUND SEPARATELY)