

Contract Review Sheet

Contract for Services

PW-6781-25 - Am1

Title: Primary Funding Agreement

Contractor's Name: Circular Action Alliance Oregon LLC

Department: Public Works Department

Contact: Janet Wilson

Analyst: Kathleen George

Phone #: (503) 566-4139

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

Circular Action Alliance Oregon LLC (CAA Oregon) has been approved as a producer responsibility organization by Oregon's Department of Environmental Quality pursuant to the Plastic Pollution and Recycling Modernization Act.

This agreement permits CAA Oregon to disburse approved reimbursement funding for expenses related to the expansion of access to recycling services. The anticipated funds eligible for reimbursement for this agreement are \$3M through December 31, 2027. Funds are reimbursed for each category via Addenda to this PFA.

The Contamination Reduction Reimbursement Funding Addendum amends the agreement to allow for the reimbursement of funds for contamination reduction activities. Total of funds requested under this Addendum for reimbursement for the period 7/1/2025-7/1/2026 is \$430,000.00, which was included in the original \$3M PFA.

Desired BOC Session Date: 5/20/2026

Contract should be in DocuSign by: 4/29/2026

Agenda Planning Date: 5/7/2026

Printed packets due in Finance: 5/5/2026

Management Update: 5/5/2026

BOC upload / Board Session email: 5/6/2026

BOC Session Presenter(s) Brian May

Code: Y

REQUIRED APPROVALS


04/30/2026
Finance - Contracts Date


05/05/2026
Contract Specialist Date


05/04/2026
Legal Counsel Date


05/04/2026
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 20, 2026

Department: Public Works

Title: Contamination Reduction Reimbursement Funding Addendum - Circular Action Alliance Oregon, LLC

Management Update/Work Session Date: 05/05/2026 Audio/Visual aids []

Time Required: 5 Minutes Contact: Cory Swartwout Phone: 503-566-4160

Requested Action: Approve and sign the Contamination Reduction Reimbursement Funding Addendum to amend Contract PW-6781-25, the existing funding agreement between Marion County and Circular Action Alliance Oregon, LLC, associated with Oregon's Plastic Pollution and Recycling Modernization Act.

Issue, Description & Background: The Board of Commissioners previously approved and executed a Primary Funding Agreement (PFA) with Circular Action Alliance Oregon (CAA Oregon), establishing the framework for reimbursement funding for eligible recycling activities under Oregon's Plastic Pollution and Recycling Modernization Act. At the December 16, 2025 Management Update, the Board also approved the use of these funds for contamination reduction programming within Marion County. The Contamination Reduction Reimbursement Funding Addendum is a required component of the PFA and outlines the specific terms, funding structure, and reporting requirements for these activities. Marion County, in coordination with city jurisdictions and the Materials Management Advisory Council, will collaboratively implement contamination reduction strategies to maximize regional impact.

Financial Impacts: Approval of this addendum is necessary to access up to \$430,000 in reimbursement funding for these efforts.

Impacts to Department & External Agencies: Funding to be used to implement contamination reduction efforts across all twenty Marion County cities/jurisdictions.

List of attachments: CAA Addendum and original agreement

Presenter: Brian May

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.04.22 09:45:39 -07'00'

CONTAMINATION REDUCTION REIMBURSEMENT FUNDING ADDENDUM

This contamination reduction reimbursement funding addendum (the “**Addendum**”) is delivered pursuant to Section 1(a) of the Funding Agreement dated November 19, 2025 (the “**Agreement**”) by and between Circular Action Alliance Oregon LLC, or its assignee in accordance with Section 7(h) of the Agreement (“**CAA Oregon**”), and the undersigned (“**Recipient**”), and is effective as of the date on which it is fully executed by the parties hereto (the “**Effective Date**”). Capitalized terms not defined herein will have the meanings given to them in the Agreement.

1. Funding Request. Subject to the terms of the Agreement, including this Addendum, CAA Oregon shall disburse funds to Recipient based on the information provided by Recipient via the CAA Oregon funding portal or such other method as CAA Oregon may determine in its reasonable discretion. Recipient’s complete funding application is attached as Schedule A. As a condition to receipt of the funds under the Agreement and this Addendum, Recipient shall perform the obligations detailed in attached Schedule B and shall timely deliver to CAA Oregon the reports and deliverables detailed in attached Schedule C.
2. Use of Funds. Recipient shall use funding received pursuant to this Addendum only for those costs necessary to conduct contamination reduction programming in accordance with and subject to ORS 459A.890(4) and ORS 459A.929, as determined by CAA Oregon in its reasonable discretion.
3. Adjustment of Funds. Only to the extent that the funds provided by CAA Oregon under this Addendum are calculated on a per capita basis in accordance with OAR 340-090-0810(5), the funds shall be adjusted annually beginning on July 1, 2026 and July 1, 2027 to reflect changes in the annual population growth, as published by the Portland State University Population Research Center’s most recent certified Population Estimate Report.
4. Term. This Addendum shall expire at 11:59pm PST on December 31, 2027, if not sooner terminated by the Parties. No funding will be disbursed for costs incurred after the termination of this Addendum.
5. Recordkeeping. Without limiting the requirements of the Agreement, Recipient shall maintain accurate records of activities related to Funding Requests.
6. Priority. This Addendum is part of the Agreement. In the event of a conflict between this Addendum and Applicable Law or the remainder of the Agreement, the following order of priority shall control: 1) Applicable Law, 2) the Agreement, and 3) this Addendum.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Addendum 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 signature page
Marion County

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

Email: _____

Approved as to form: _____

**SIGNATURE PAGE FOR
 PRIMARY FUNDING AGREEMENT (PFA) WITH CIRCULAR ACTION ALLIANCE
 (CAA) - 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: *Brian Nicholas* 04/30/2026
Brian Nicholas (Apr 30, 2026 17:37:22 PDT)
 Department Director or designee Date

Authorized Signature: *Jan Fritz* 05/04/2026
Jan Fritz (May 4, 2026 17:22:51 PDT)
 Chief Administrative Officer Date

Reviewed by Signature: *Scott A. Norris* 05/04/2026
Scott A. Norris (May 4, 2026 15:54:23 PDT)
 Marion County Legal Counsel Date

Reviewed by Signature: *[Signature]* 04/30/2026
 Marion County Contracts & Procurement Date

SCHEDULE A
Funding Application
(See Attached.)

CONTAMINATION REDUCTION FUNDING APPLICATION



Primary Contact Information

The primary contact should be the person who can speak to recycling operations. While there may be different people responsible for different aspects of your recycling program, please include a primary contact who can direct inquiries to the appropriate person as needed.

Primary contact information of the person responsible for waste management		
First Name		Last Name
Cory		Swartwout
Job Title/Role		Community/Organization
Program Supervisor		Marion County
Street Number	Street Name	City/Town
5155	Silverton Rd NE	Salem
ZIP Code	PO Box	Email Address
97305		cswartwout@co.marion.or.us
Telephone Number (with area code)		Ext.
503-566-4160		Mobile (optional)
PFA File Name		503-586-9310
Addendum Contract No.		
County of Marion PFA Executed 11-19-25		
CSP00000007ACK-CR001		

Billing Contact		
First Name		Last Name
Betty		Macias
Job Title/Role		Email Address
Accounting Specialist		accounting@co.marion.or.us
Telephone Number (with area code)		Ext.
503-365-3106		Mobile (optional)

Person Authorized to sign the Addendum(s)		
First Name		Last Name
Janet		Wilson
Job Title/Role		Email Address
Main point of contact for Contracts team		PWContracts@co.marion.or.us
Telephone Number (with area code)		Ext.
		Mobile (optional)

Contamination Reduction Program Elements

	YES	NO
Is the applicant undertaking elements and/or activities listed in the DEQ Recycling Contamination Reduction Statewide Goals and Approved Program Elements (updated August 26, 2025) established pursuant to ORS 459A.929?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If selected NO above, (ie, the applicant is using alternative approach), please submit 'Request to Implement Other Contamination Reduction Program Elements' form that has been approved by DEQ. The approved form must be submitted with this application.

DEQ 'Other Program Elements' Form Date of Approval	N/A
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Funding Request

NOTE: CAA will fill out this section based on the information submitted in the DEQ funding allocation process.

	YES	NO
Has the funding been allocated to your organization/community by a local government(s)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Name of the local government(s) allocating the funding	The following Cities of: Aumsville, Aurora, Detroit, Gervais, Hubbard, Jefferson, Keizer, Mill City, Mount Angel, Scott Mills, Silverton, Sublimity, Woodburn
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Funding amount allocated by the Local Government(s)	\$335,778.00
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Name of Local Government Allocating Per Capita Funding	2024 Population	Allocation Percentage	Allocation Amount
City of Aumsville	4,028	100%	\$12,084.00
City of Aurora	1,131	100%	\$3,393.00
City of Detroit	174	100%	\$522.00
City of Gervais	2,724	100%	\$8,172.00
City of Hubbard	3,385	100%	\$10,155.00
City of Jefferson	3,515	100%	\$10,545.00
City of Keizer	39,249	100%	\$117,747.00
City of Mill City	2,063	100%	\$6,189.00
City of Mount Angel	3594	100%	\$10,782.00
City of Scott Mills	456	100%	\$1,368.00
City of Silverton	10,882	100%	\$32,646.00
City of Stayton	8,176	100%	\$24,528.00
City of Sublimity	3,094	100%	\$9,282.00
City of Woodburn	29,455	100%	\$88,365.00
Total Amount Allocated to Marion County			\$335,778.00

Item	Population size	Funding/capita	Eligible	Request Type
Population of Local Government (<i>Marion County, 2024</i>)	55,212	\$3.00	\$165,636.00	
Funding amount allocated by the Local Government(s) to organization/community			\$335,778.00	

Source: Portland State University Population Research Center's most recent certified Population Estimate Report.

Funding Request Type *Instructions: Please Select one*

<input type="checkbox"/>	"up-front" - request for funding in order to undertake their contamination reduction programs
<input checked="" type="checkbox"/>	"reimbursement" - choose to undertake the contamination reduction activities and seek reimbursement based on the total cost of activities in that fiscal year, on a per capita calculation.
<input type="checkbox"/>	"advance" - communities under 25,000 pop. can choose to exercise their ability to request two years of funding at once

Payment/Funding program period(s): July 1, 2025 - June 30, 2026

Total Eligible Program Funding	\$501,414.00
Total Estimated Cost for Programming (from Phase 1 Form, row 82)	\$430,000.00
Total Requested Program Funding from CAA	\$0.00

Check each county/city/community that you are covering:

<input type="checkbox"/>	Adair Village	<input type="checkbox"/>	Eagle Point	<input type="checkbox"/>	La Grande	<input type="checkbox"/>	Prairie City	<input type="checkbox"/>	Warrenton
<input type="checkbox"/>	Adams	<input type="checkbox"/>	Echo	<input type="checkbox"/>	La Pine	<input type="checkbox"/>	Prescott	<input type="checkbox"/>	Wasco
<input type="checkbox"/>	Adrian	<input type="checkbox"/>	Elgin	<input type="checkbox"/>	Lafayette	<input type="checkbox"/>	Prineville	<input type="checkbox"/>	Waterloo
<input type="checkbox"/>	Albany	<input type="checkbox"/>	Elkton	<input type="checkbox"/>	Lake Oswego	<input type="checkbox"/>	Rainier	<input type="checkbox"/>	West Linn
<input type="checkbox"/>	Amity	<input type="checkbox"/>	Enterprise	<input type="checkbox"/>	Lakeside	<input type="checkbox"/>	Redmond	<input type="checkbox"/>	Westfir
<input type="checkbox"/>	Antelope	<input type="checkbox"/>	Estacada	<input type="checkbox"/>	Lakeview	<input type="checkbox"/>	Reedsport	<input type="checkbox"/>	Weston
<input type="checkbox"/>	Arlington	<input type="checkbox"/>	Eugene	<input type="checkbox"/>	Lebanon	<input type="checkbox"/>	Richland	<input type="checkbox"/>	Wheeler
<input type="checkbox"/>	Ashland	<input type="checkbox"/>	Fairview	<input type="checkbox"/>	Lexington	<input type="checkbox"/>	Riddle	<input type="checkbox"/>	Willamina
<input type="checkbox"/>	Astoria	<input type="checkbox"/>	Falls City	<input type="checkbox"/>	Lincoln City	<input type="checkbox"/>	Rivergrove	<input type="checkbox"/>	Wilsonville
<input type="checkbox"/>	Athens	<input type="checkbox"/>	Florence	<input type="checkbox"/>	Lonerock	<input type="checkbox"/>	Rockaway Beach	<input type="checkbox"/>	Winston
<input checked="" type="checkbox"/>	Aumsville	<input type="checkbox"/>	Forest Grove	<input type="checkbox"/>	Long Creek	<input type="checkbox"/>	Rogue River	<input type="checkbox"/>	Wood Village
<input checked="" type="checkbox"/>	Aurora	<input type="checkbox"/>	Fossil	<input type="checkbox"/>	Lostine	<input type="checkbox"/>	Roseburg	<input checked="" type="checkbox"/>	Woodburn
<input type="checkbox"/>	Baker City	<input type="checkbox"/>	Garibaldi	<input type="checkbox"/>	Lowell	<input type="checkbox"/>	Rufus	<input type="checkbox"/>	Yachats
<input type="checkbox"/>	Bandon	<input type="checkbox"/>	Gaston	<input type="checkbox"/>	Lyons	<input checked="" type="checkbox"/>	Salem	<input type="checkbox"/>	Yamhill
<input type="checkbox"/>	Banks	<input checked="" type="checkbox"/>	Gates	<input type="checkbox"/>	Madras	<input type="checkbox"/>	Sandy	<input type="checkbox"/>	Yoncalla
<input type="checkbox"/>	Barlow	<input type="checkbox"/>	Gearhart	<input type="checkbox"/>	Malin	<input type="checkbox"/>	Scappoose		
<input type="checkbox"/>	Bay City	<input checked="" type="checkbox"/>	Gervais	<input type="checkbox"/>	Manzanita	<input type="checkbox"/>	Scio	Counties	
<input type="checkbox"/>	Beaverton	<input type="checkbox"/>	Gladstone	<input type="checkbox"/>	Maupin	<input checked="" type="checkbox"/>	Scotts Mills	<input type="checkbox"/>	BAKER
<input type="checkbox"/>	Bend	<input type="checkbox"/>	Glendale	<input type="checkbox"/>	Maywood Park	<input type="checkbox"/>	Seaside	<input type="checkbox"/>	BENTON
<input type="checkbox"/>	Boardman	<input type="checkbox"/>	Gold Beach	<input type="checkbox"/>	McMinnville	<input type="checkbox"/>	Seneca	<input type="checkbox"/>	CLACKAMAS
<input type="checkbox"/>	Bonanza	<input type="checkbox"/>	Gold Hill	<input type="checkbox"/>	Medford	<input type="checkbox"/>	Shady Cove	<input type="checkbox"/>	CLATSOP
<input type="checkbox"/>	Brookings	<input type="checkbox"/>	Granite	<input type="checkbox"/>	Merrill	<input type="checkbox"/>	Shaniko	<input type="checkbox"/>	COLUMBIA
<input type="checkbox"/>	Brownsville	<input type="checkbox"/>	Grants Pass	<input type="checkbox"/>	Metolius	<input type="checkbox"/>	Sheridan	<input type="checkbox"/>	COOS
<input type="checkbox"/>	Burns	<input type="checkbox"/>	Grass Valley	<input checked="" type="checkbox"/>	Mill City	<input type="checkbox"/>	Sherwood	<input type="checkbox"/>	CROOK
<input type="checkbox"/>	Butte Falls	<input type="checkbox"/>	Greenhorn	<input type="checkbox"/>	Millersburg	<input type="checkbox"/>	Siletz	<input type="checkbox"/>	CURRY
<input type="checkbox"/>	Canby	<input type="checkbox"/>	Gresham	<input type="checkbox"/>	Milton-Freewater	<input checked="" type="checkbox"/>	Silverton	<input type="checkbox"/>	DESCHUTES
<input type="checkbox"/>	Cannon Beach	<input type="checkbox"/>	Haines	<input type="checkbox"/>	Milwaukie	<input type="checkbox"/>	Sisters	<input type="checkbox"/>	DOUGLAS
<input type="checkbox"/>	Canyon City	<input type="checkbox"/>	Halfway	<input type="checkbox"/>	Mitchell	<input type="checkbox"/>	Sodaville	<input type="checkbox"/>	GILLIAM
<input type="checkbox"/>	Canyonville	<input type="checkbox"/>	Halsey	<input type="checkbox"/>	Molalla	<input type="checkbox"/>	Spray	<input type="checkbox"/>	GRANT
<input type="checkbox"/>	Carlton	<input type="checkbox"/>	Happy Valley	<input type="checkbox"/>	Monmouth	<input type="checkbox"/>	Springfield	<input type="checkbox"/>	HARNEY
<input type="checkbox"/>	Cascade Locks	<input type="checkbox"/>	Harrisburg	<input type="checkbox"/>	Monroe	<input type="checkbox"/>	St. Helens	<input type="checkbox"/>	HOOD RIVER
<input type="checkbox"/>	Cave Junction	<input type="checkbox"/>	Helix	<input type="checkbox"/>	Monument	<input checked="" type="checkbox"/>	St. Paul	<input type="checkbox"/>	JACKSON
<input type="checkbox"/>	Central Point	<input type="checkbox"/>	Heppner	<input type="checkbox"/>	Moro	<input type="checkbox"/>	Stanfield	<input type="checkbox"/>	JEFFERSON
<input type="checkbox"/>	Chiloquin	<input type="checkbox"/>	Hermiston	<input type="checkbox"/>	Mosier	<input checked="" type="checkbox"/>	Stayton	<input type="checkbox"/>	JOSEPHINE
<input type="checkbox"/>	Clatskanie	<input type="checkbox"/>	Hillsboro	<input checked="" type="checkbox"/>	Mt. Angel	<input checked="" type="checkbox"/>	Sublimity	<input type="checkbox"/>	KLAMATH
<input type="checkbox"/>	Coburg	<input type="checkbox"/>	Hines	<input type="checkbox"/>	Mt. Vernon	<input type="checkbox"/>	Summerville	<input type="checkbox"/>	LAKE
<input type="checkbox"/>	Columbia City	<input type="checkbox"/>	Hood River	<input type="checkbox"/>	Myrtle Creek	<input type="checkbox"/>	Sumpter	<input type="checkbox"/>	LANE
<input type="checkbox"/>	Condon	<input checked="" type="checkbox"/>	Hubbard	<input type="checkbox"/>	Myrtle Point	<input type="checkbox"/>	Sutherlin	<input type="checkbox"/>	LINCOLN
<input type="checkbox"/>	Coos Bay	<input type="checkbox"/>	Huntington	<input type="checkbox"/>	Nehalem	<input type="checkbox"/>	Sweet Home	<input type="checkbox"/>	LINN
<input type="checkbox"/>	Coquille	<input checked="" type="checkbox"/>	Idanha	<input type="checkbox"/>	Newberg	<input type="checkbox"/>	Talent	<input type="checkbox"/>	MALHEUR
<input type="checkbox"/>	Cornelius	<input type="checkbox"/>	Imbler	<input type="checkbox"/>	Newport	<input type="checkbox"/>	Tangent	<input checked="" type="checkbox"/>	MARION
<input type="checkbox"/>	Corvallis	<input type="checkbox"/>	Independence	<input type="checkbox"/>	North Bend	<input type="checkbox"/>	The Dalles	<input type="checkbox"/>	MORROW
<input type="checkbox"/>	Cottage Grove	<input type="checkbox"/>	Ione	<input type="checkbox"/>	North Plains	<input type="checkbox"/>	Tigard	<input type="checkbox"/>	MULTNOMAH
<input type="checkbox"/>	Cove	<input type="checkbox"/>	Irrigon	<input type="checkbox"/>	North Powder	<input type="checkbox"/>	Tillamook	<input type="checkbox"/>	POLK
<input type="checkbox"/>	Creswell	<input type="checkbox"/>	Island City	<input type="checkbox"/>	Nyssa	<input type="checkbox"/>	Toledo	<input type="checkbox"/>	SHERMAN
<input type="checkbox"/>	Culver	<input type="checkbox"/>	Jacksonville	<input type="checkbox"/>	Oakland	<input type="checkbox"/>	Troutdale	<input type="checkbox"/>	TILLAMOOK
<input type="checkbox"/>	Dallas	<input checked="" type="checkbox"/>	Jefferson	<input type="checkbox"/>	Oakridge	<input type="checkbox"/>	Tualatin	<input type="checkbox"/>	UMATILLA
<input type="checkbox"/>	Dayton	<input type="checkbox"/>	John Day	<input type="checkbox"/>	Ontario	<input checked="" type="checkbox"/>	Turner	<input type="checkbox"/>	UNION
<input type="checkbox"/>	Dayville	<input type="checkbox"/>	Johnson City	<input type="checkbox"/>	Oregon City	<input type="checkbox"/>	Ukiah	<input type="checkbox"/>	WALLOWA
<input type="checkbox"/>	Depoe Bay	<input type="checkbox"/>	Jordan Valley	<input type="checkbox"/>	Paisley	<input type="checkbox"/>	Umatilla	<input type="checkbox"/>	WASCO
<input checked="" type="checkbox"/>	Detroit	<input type="checkbox"/>	Joseph	<input type="checkbox"/>	Pendleton	<input type="checkbox"/>	Union	<input type="checkbox"/>	WASHINGTON
<input checked="" type="checkbox"/>	Donald	<input type="checkbox"/>	Junction City	<input type="checkbox"/>	Philomath	<input type="checkbox"/>	Unity	<input type="checkbox"/>	WHEELER
<input type="checkbox"/>	Drain	<input checked="" type="checkbox"/>	Keizer	<input type="checkbox"/>	Phoenix	<input type="checkbox"/>	Vale	<input type="checkbox"/>	YAMHILL
<input type="checkbox"/>	Dufur	<input type="checkbox"/>	King City	<input type="checkbox"/>	Pilot Rock	<input type="checkbox"/>	Veneta		
<input type="checkbox"/>	Dundee	<input type="checkbox"/>	Klamath Falls	<input type="checkbox"/>	Port Orford	<input type="checkbox"/>	Vernonia		
<input type="checkbox"/>	Dunes City			<input type="checkbox"/>	Portland	<input type="checkbox"/>	Waldport		
<input type="checkbox"/>	Durham			<input type="checkbox"/>	Powers	<input type="checkbox"/>	Wallowa		

SCHEDULE B

Deliverables and Payment Schedule

1. To receive funding under this addendum, Recipient must submit applications for contamination reduction programming funding no later than August 1 of the year immediately following the year for which funding is requested. E.g., funds for 2025 contamination reduction programming must be requested prior to August 1, 2026.
2. CAA Oregon’s obligation to provide funds to Recipient in accordance with the terms of the Agreement and this Addendum are subject to Recipient’s completion of the following obligations and deliverables:

Recipient Obligations and Deliverables	Description	Anticipated Completion Date	Funding Upon Completion Acceptable to CAA Oregon
1. Initial Benchmarking Analysis and Plan Proposal	<p>Recipient shall provide to CAA Oregon documentation, as further detailed in Schedule C of this Addendum and in form and substance reasonably acceptable to CAA Oregon in its sole discretion, confirming the current recyclable material recovery program details, which shall include, at a minimum:</p> <ul style="list-style-type: none"> - Current spending pre-program; - A summary list of contamination reduction activities, as listed in the procedures established by DEQ pursuant to ORS 459A.929, and an estimate of the annual per capita cost; - Current contamination rate (if known) . 	As requested by CAA Oregon	Actual costs up to \$3 per capita annually (100% of funding)
2. Work Completion	Recipient shall provide to CAA Oregon the Final Report as well as any other information	Annually, upon conclusion of the first year of	None

Recipient Obligations and Deliverables	Description	Anticipated Completion Date	Funding Upon Completion Acceptable to CAA Oregon
	and/or reporting requested by CAA Oregon, as detailed in Schedule C to this Addendum.	contamination reduction programming, and before the next funding cycle is awarded.	
		TOTAL FUNDING	\$430,000.00

To the extent that Recipient’s costs exceed the funds provided by CAA Oregon under the Agreement and this Addendum, Recipient shall be solely responsible for any such excess costs.

Schedule C

Monitoring and Reporting

In addition to and without limiting the generality of Recipient's obligations under Section 3 of the Agreement, Recipient shall perform the following monitoring and reporting obligations as a condition to receiving funding under the terms of the Agreement and this Addendum:

Phase 1- Initial Benchmarking Analysis

Recipient shall provide a report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, detailing the following:

1. Current spending pre-program;
2. A summary list of contamination reduction activities and an estimate of the annual per capita cost;
3. Confirmation of the current population report from the Portland State University Population Research Center's most recent certified Population Estimate Report; and
4. Current contamination rate (if known), and date of assessment (if known).

Phase 2 – Work Completion

Recipient shall provide a final report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, including:

1. Outlining how the contamination reduction reimbursement funding was used to reduce contamination;
2. Examples of contamination reduction education materials, and date ranges for when the reduction activity was deployed;
3. Contamination reduction results, if available; and
4. A summary of project findings and lessons learned.

Failure to submit this report could impact the ability to receive future contamination reduction funding.

In addition to the foregoing, CAA Oregon may request and Recipient shall provide, additional information, documentation, and/or reports, in a form and in substance as my CAA Oregon may reasonably request, that are necessary for CAA Oregon to comply with its obligations under Applicable Law to evaluate Recipient's compliance with and/or performance of its obligations in accordance with the terms of the Agreement and this Addendum.

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

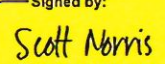
BOC Session Presenter(s) Brian May

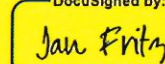
Code: Y

REQUIRED APPROVALS

DocuSigned by:

A9598E7AE0704F4...
Finance - Contracts
10/24/2025
Date

Signed by:

E0F0E0F7709A40B...
Contract Specialist
11/3/2025
Date

Signed by:

00098A0F700240B...
Legal Counsel
10/31/2025
Date

DocuSigned by:

DC10351240DE4EC...
Chief Administrative Officer
10/31/2025
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'

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

Signed by:
By: Kim Holmes
Kim Holmes

Title: Oregon Executive Director

Date: 11/19/2025

Address: c/o Corporation Service Company
251 Little Falls Drive
Wilmington, New Castle County
Delaware 19808

Email: legal@circulaction.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:**

Not Present At Meeting

Chair _____ Date _____

Columbillo _____ *11/12/2025* _____
Commissioner Date

Ki Cameron _____ *11.12.2025* _____
Commissioner Date

Authorized Signature: _____ Date _____

DocuSigned by:
Brian Nicholas
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Department Director or designee _____ Date _____

Authorized Signature: _____ Date _____

DocuSigned by:
Jan Fritz
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Chief Administrative Officer _____ Date _____

Reviewed by Signature: _____ Date _____

Signed by:
Scott Norris
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Marion County Legal Counsel _____ Date _____

Reviewed by Signature: _____ Date _____

DocuSigned by:
[Signature]
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Marion County Contracts & Procurement _____ Date _____

CIRCULAR ACTION ALLIANCE OREGON LLC SIGNATURE

Authorized Signature: _____ Date _____

Signed by:
Kim Holmes
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Title: Oregon Executive Director, Circular Action Alliance