MARION COUNTY BOARD OF COMMISSIONERS

"Delivering Excellence Everyday"

Wednesday, June 24, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

CONSENT

CLERK'S OFFICE

1. Approve a Contract for Services with Tryfacta, Inc. in the not-to-exceed amount of $320,000 to perform the personnel administration for Marion County's seasonal election workers through June 30, 2029.

HEALTH AND HUMAN SERVICES

2. Approve Amendment #6 to the incoming funds Intergovernmental Agreement (IGA) with the Oregon Department of Human Services (ODHS) to add $164,139.84 for a new IGA total of $548,239.68 and extend the term date to June 30, 2027, for housing placement and case management services to support families referred by ODHS in obtaining and maintaining stable housing.

3. Approve Amendment #8 to the incoming funds Intergovernmental Agreement (IGA) with the Oregon Health Authority (OHA) to increase funding in the amount of $522,682 for a new IGA total of $8,546,994.83; and add to the IGA Program Elements PE82, Rural Health Transformation Program; and PE82-01, Rural Health Transformation Program – Local Public Health Authority (LPHA) Transformation, through June 30, 2027.

PUBLIC WORKS

4. Approve a General Service Contract with Pacific Power in the amount of $182,617 for the installation of three-phase industrial electric service for the Mill City Wastewater Treatment Facility with an ending term date of 60 days after service begins.

5. Approve an order for the acceptance of four roads, as identified in Exhibit "A" and Exhibit "B", into the Marion County Road System.

6. Approve an order to establish a policy for requests by private parties to pave Marion County maintained gravel roads.

7. Approve a Temporary Construction Easement that authorizes the City of Salem and their contractors to cross a reserve strip of land on Judy Avenue NE, located within Marion County's jurisdiction, until the city's improvements to McKay Park have been completed.

8. Approve Amendment #10 to the Contract for Services with Radio Technology Services to add $100,000 to update hourly billing rates for project management services, technical field services, field-inspection services, and administrative services, for a new not-to-exceed contract total of $1,060,000, for the Marion County Radio System Project that will be utilized by first responders through December 31, 2026.

9. Approve the Construction Contract with Specialized Pavement Markings, LLC, in the amount of $187,293.20 for the installation of longitudinal pavement markings on Orville Road South and Vitae Springs Road South through June 30, 2027.

SHERIFF'S OFFICE

10. Approve the Contract for Services with LocumTenens.com, LLC, in the not-to-exceed amount of $586,800 to provide psychiatric nurse practitioners and physicians at the Marion County Jail and the Marion County Juvenile Department facilities through June 30, 2029.

11. Approve the Contract for Services with DPI Security, Inc. in the not-to-exceed amount of $914,284.80 to provide court security services for Marion County Courts through June 30, 2028.

TREASURER'S OFFICE

12. Approve an order for the distribution of Oregon State Forestry timber revenues, as referenced in Exhibit A, in the amount of $2,509,014.42, per ORS Chapter 530.

13. Approve orders to increase the change funds at the following Marion County disposal sites due to the implementation of a new operating system and updated cash handling procedures for each scale attendant:

- Brown's Island Demolition Landfill, increase from $500 to $1000;
- North Marion Recycling and Transfer Station, increase from $800 to $1,600; and
- Salem-Keizer Recycling and Transfer Station, increase from $1,300 to $2,600.

ACTION

HEALTH AND HUMAN SERVICES

14. Consider approval of Amendment #1 to the incoming funds Intergovernmental Agreement (IGA) with the Oregon Health Authority (OHA) to reduce grant funding for the operation of drug addiction treatment and recovery services in the amount of $997,500 for a new not-to-exceed IGA total of $8,502,500 effective July 1,2026. –Troy Gregg and Carol Heard.

SHERIFF'S OFFICE

15. Consider approval of a Contract for Services with Trinity Services Group in the not-to-exceed amount of $5,015,624.22 to provide food services for Adults-In-Custody (AIC) and jail staff at the Marion County Jail through June 30, 2029. –Commander Jacob Ramsey

PUBLIC HEARINGS
Starting no earlier than 9:00 a.m.

LEGAL COUNSEL

A. First public hearing to consider a petition for the formation of the Mt. Angel – Monitor Fire District. –Andrew Mittendorf

PUBLIC WORKS

B. Public hearing to consider Noise Variance, Case 26-001 / GK Machine Inc. –John Speckman

ACTION

LEGAL COUNSEL

16. Consider approval of an order to adopt the findings in full and approve the petition for the formation of the Mt. Angel-Monitor Fire District and the boundaries of the new district and schedule a second public hearing with a date and time still to be determined. **(TO BE ACTED ON FOLLOWING PUBLIC HEARING "A")** –Andrew Mittendorf

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: June 17, 2026

Department: Clerk's Office

Title: Personnel Administration for Seasonal Election Workers

Management Update/Work Session Date: June 9, 2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Rebekah Stern Doll **Phone:** (503) 588-5041

Requested Action:

Approval of contract with Tryfacta, Inc. for Personnel Administration for Seasonal Election Workers.

Issue, Description & Background:

The Clerk's Office employs several permanent staff members who plan, organize, and manage all the elections. Additionally, the Office employs several individuals on a seasonal basis for each election. Depending on the size and complexity of the election, this number ranges from as low as 1 to a high of 300. The purpose of this contract is to increase efficiency of elections by utilizing a vendor to perform the Personnel Administration for the County's seasonal election workers.

A Request for Proposals was issued in February 2026, and Tryfacta was selected from eight (8) responses.

Financial Impacts:

The Clerk's Office anticipates an estimated cost of $320,000.00 over the course of three years, depending on the number and size of elections per year.

Impacts to Department & External Agencies:

N/A

List of attachments:

Contract and Ex. A

Presenter:

Bill Burgess

Department Head Signature:

William Burgess (Jun 5, 2026 13:02:43 PDT)

Contract Review Sheet

Contract for Services **CO-7187-26**

Title: **Personnel Administration for Seasonal Election Workers**

Contractor's Name: **Tryfacta Inc.**

Department: **Clerk's Office** Contact: **Rebekah Stern Doll**

Analyst: **Chalyce MacDonald** Phone #: **(503) 588-5041**

Term - Date From: **Execution** Expires: **June 30, 2029**

Original Contract Amount: **$ 320,000.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 320,000.00** Amd% **0%**

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

Source Selection Method: **20-0260 Request for Proposal** RFP# **CO1758-25**

Description of Services or Grant Award

Contractor to assume all responsibility for the personnel administration of all seasonal election workers.

Desired BOC Session Date: **6/17/2026** Contract should be in DocuSign by:

Agenda Planning Date **6/11/2026** Printed packets due in Finance: **6/2/2026**

Management Update **6/9/2026** BOC upload / Board Session email: **6/3/2026**

BOC Session Presenter(s) **Bill Burgess** Code: **Y**

REQUIRED APPROVALS

Chalyce MacDonald	06/05/2026	Rebekah Stern Doll (Jun 4, 2026 23:11:09 PDT)	06/04/2026
Finance - Contracts	Date	Contract Specialist	Date
Scott A. Norris Scott A. Norris (Jun 8, 2026 09:44:37 PDT)	06/08/2026	Jan Fritz Jan Fritz (Jun 9, 2026 17:29:34 PDT)	06/09/2026
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY
CONTRACT FOR SERVICES
CO-7187-26

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Tryfacta Inc., a Corporation hereinafter called Contractor.

RECITALS

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

WHEREAS, County issued Request for Proposal CO1758-25 for Personnel Administration for Seasonal Election Workers on February 11, 2026.

WHEREAS, Tryfacta, Inc. submitted a proposal in response to CO1758-25 on March 18, 2026, which was determined to be responsive.

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Intent of Award to Tryfacta, Inc. on April 28, 2026.

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

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

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2029.** The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **June 30, 2031.**

2. DOCUMENTS / ORDER OF PRECEDENCE

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

A. This Contract less exhibits

B. Exhibit A – Statement of Work

3. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **$320,000.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

C. If specified below, county's payments to Contractor under this Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Appendix II to Title 2, Part 200 of the Code of Federal Regulations.

In accordance with 2 CFR 200.331, Contractor has been designated:
☐ Subrecipient
☐ Contractor/Vendor
☒ Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

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

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

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 29. C. (i) through (iv) of this Contract.
Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 29.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

i. Termination of this Contract, in whole or in part;

ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of

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

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

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

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

6. TIME IS OF THE ESSENCE

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

7. FORCE MAJEURE

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

8. FUNDING MODIFICATION

A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

9. RECOVERY OF FUNDS

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

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

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

10. ACCESS TO RECORDS

A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

11. REPORTING REQUIREMENTS

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

12. CONFIDENTIALITY OF RECORDS

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

B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE

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

B. Contractor shall obtain the insurance required under section 24 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

14. EARLY TERMINATION

This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 14C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

15. PAYMENT ON EARLY TERMINATION

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

A. If terminated under 14A or 14B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 14C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 14C or 14D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

16. INDEPENDENT CONTRACTOR

A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other

than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

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

17. GOVERNING LAW AND VENUE

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

18. OWNERSHIP AND USE OF DOCUMENTS

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

19. NO THIRD-PARTY BENEFICIARIES

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

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

20. SUCCESSORS IN INTEREST

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

21. MERGER CLAUSE

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

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

22. WAIVER

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

23. REMEDIES

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

A. If terminated under 14C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.

B. In addition to the remedies in sections 14 and 15 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

24. INSURANCE

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

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

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

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

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

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

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

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

☒ **Required by County** ☐ **Not required by County.**

Minimum Limits:
☒ $1,000,000 Per occurrence limit for any single claimant; and
☒ $2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager
☐ $500,000 Per occurrence limit for any single claimant
☐ $1,000,000 Per occurrence limit for multiple claimant

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

☐ **Required by County** ☒ **Not required by County.**

Minimum Limits:
☐ Oregon Financial Responsibility Law, ORS 806.060 ($25,000 property damage/$50,000 bodily injury $5,000 personal injury).
☐ $500,000 Per occurrence limit for any single claimant; and
☐ $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:
Tryfacta Inc.
adesh.tyagi@tryfacta.com
4637 Chabot Drive, Ste 100
Pleasanton, CA 94588

To County:
Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 4247
P.O. Box 14500
Salem, OR 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 applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. 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. COOPERATIVE PURCHASING

Pursuant to ORS 279A.205 through 279A.215, other public agencies within the State of Oregon may use the purchase agreement resulting from this Request for Proposals. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful Proposer; the County accepts no responsibility for performance by either the successful Proposer or such other agency using this agreement. With such condition, the County consents to such use by any other public agency within the State of Oregon.

31. 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: William Burgess (Jun 5, 2026 13:02:43 PDT) 06/05/2026

Department Director or designee Date

Authorized Signature: Jan Fritz (Jun 9, 2026 17:29:34 PDT) 06/09/2026

Chief Administrative Officer Date

Reviewed by Signature: Scott A. Norris (Jun 8, 2026 09:44:37 PDT) 06/08/2026

Marion County Legal Counsel Date

Reviewed by Signature: 06/05/2026

Marion County Contracts & Procurement Date

TRYFACTA INC. SIGNATURE

Authorized Signature: _____

Date

Title: _____

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION. County, under the laws of the State of Oregon, manages all elections within Marion County. These elections include general elections, primary elections, and various special elections throughout the year, depending on the issues to be presented to the voters. The current number of regularly scheduled election dates within the state is four per year.

The Clerk's Office employs several permanent staff members who plan, organize, and manage all the elections. In addition to the regular County staff, the Office employs several individuals on a seasonal basis for each election. Depending on the size and complexity of the election, this number ranges from as low as 1 to a high of 300.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. The personnel referred to Contractor by County are not to become deployable employees for Contractor except in instances where the personnel request it, and it does not conflict with work for County.

i. Contractor Responsibilities
Contractor Shall:

a. Assume all responsibility for the personnel administration of all seasonal election workers. This shall include but not be limited to the following:

(1) Payroll and related forms

(2) Payment of social security and withholding taxes (if applicable)

(3) Benefits, if applicable

(4) Workers' Compensation

(5) Unemployment insurance

(6) Other costs required by law or ordinarily furnished by Contractor

(7) Computation of all payroll records and expenses and release of paychecks to employees

(8) Provide all W-2 forms as appropriate to employees

(9) Provide general liability insurance for each employee as required

(10) DMV checks for drivers

(11) Ability to provide I9 verification on-site for large groups

(12) Background checks for new hires, and upon request from County

b. Collaborate with County to process onboarding paperwork for new seasonal workers, ensuring they can start the same day based on election needs.

c. Provide sufficient staff to process same day applications as well as any necessary material needed to facilitate the onboarding process. The County will be informed of any materials

needed, supplies or technical assistance at least two (2) days before scheduled onboarding day.

d. Actively seek employees to complete the onboarding process if seasonal workers have missing forms. If process is not completed, Contractor will notify the County division of the delay. The contracted employee will not be allowed to work until all forms are received by Contractor.

e. Issue all payroll checks within 10 calendar days of completion of work.

f. Follow the same payroll schedule as the County, Sunday through Saturday.

g. Proactively communicate with the County any delays in payroll ensuring timely payments to seasonal workers.

h. Provide paychecks utilizing one of the following methods: paper check delivered weekly (if requested), direct deposit or pay card.

i. Provide customized reports that meet the County's needs. Ad hoc reports will be requested on a monthly, quarterly, and/or yearly basis and will be requested by designated County staff, such as managers or supervisors.

ii. County Responsibilities
County Shall:

a. Provide to Contractor the roster of personnel who are qualified to be County seasonal election workers. These individuals will become Contractor employees subject to their personnel policies and practices. However, the County retains the right to reject a particular individual and direct the work of all employees.

b. Forward the names and contact information of qualified and interested workers to the contractor at least two weeks before the contractor needs their services.

c. Retain responsibility for all scheduling.

d. Collaborate with Contractor to process onboarding paperwork for new seasonal workers, ensuring they can start the same day based on election needs.

e. Submit timecards to the Contractor in a mutually agreed-upon format, such as an Excel spreadsheet. Contractor will receive the names of those authorized to submit timecards for each entity.

iii. Employee Classification

a. Election Processing Boards and Counting Boards
- Rate: $15.05 per hour and above, adjusted annually
- Hours may vary
- Overtime after 40 hours per week
- 3-300 personnel, for a minimum of one election per year
- Drivers are eligible for mileage reimbursement per IRS standard mileage rate when personal vehicle is used for County business.

In the event the County has current contracted employees, they will maintain their existing pay rate and benefits, if applicable.

iv. Liability for Election Results
If the personnel provided or serviced by the contractor are used in connection with County activity within the Elections Division, the contractor in no way shall retain any responsibility or liability for the outcome of any election. The complete and total responsibility for the integrity of the election process shall remain with the County.

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 **$320,000.00**.

A. METHOD OF PAYMENT FOR SERVICES: Hourly rate up to maximum amount authorized. County shall pay Contractor the current hourly rate for each employee, plus twenty percent (20%), for completing Services required under this Contract.

B. BASIS OF PAYMENT FOR SERVICES: Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services, but only after County has determined that Contractor has completed, and County has accepted the completed Services.

C. EXPENSE REIMBURSEMENT. County will reimburse Contractor for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of, Contractor's obligations under this Contract:

- Mileage reimbursement requested from, and paid by Contractor to, drivers.

County will not reimburse Contractor for any other expenses under this Contract without prior written approval.

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: Clerk's Office
ClerkAdmin@co.marion.or.us
PO BOX 14500
Salem, OR 97309

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/24/26

Department: Health & Human Services

Title: Amendment 6 to Oregon Department of Human Services, Child Welfare IGA #180598

Management Update/Work Session Date: 6/9/26 **Audio/Visual aids** ☐

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

Requested Action:
Approve Amendment Six to increase total funding by $164,139.84, extend the agreement term through June 30, 2027.

Issue, Description & Background:
County and Oregon Department of Human Services (ODHS) execute this Agreement under ORS 418.580 through 418.598 for the provision of Strengthening, Preserving and Reunifying Families (SPRF) services. The County provides Housing Placement Services and case management to support families referred by ODHS Child Welfare and Self Sufficiency in obtaining and maintaining stable housing.

Amendment Six: Increases total funding by $164,139.84, extends the agreement term through June 30, 2027, and removes SSP/JOBS support services funding for the upcoming fiscal year.

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

Impacts to Department & External Agencies:
NA

List of attachments:
Amendments 6-1, Original Agreement

Presenter:
Naomi Hudkins/Troy Gregg

Department Head Signature:

Contract Review Sheet

Intergovernmental Agreement **HE-5605-23 - Am6**

Title: **Child Welfare IGA #180598**

Contractor's Name: **Oregon Department of Human Services**

Department: **Health and Human Services** Contact: **Kristina Ballow**

Analyst: **Chalyce MacDonald** Phone #: **(503) 588-5409**

Term - Date From: **July 1, 2023** Expires: **June 30, 2027**

Original Contract Amount: **$ 120,000.00** Previous Amendments Amount: **$ 264,099.84**

Current Amendment: **$ 164,139.84** New Contract Total: **$ 548,239.68** Amd% **357%**

Incoming Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

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

Description of Services or Grant Award

As directed by the Oregon Revised Statues (ORS) 418.580 through 418.598, County and Oregon Department of Human Services (ODHS) execute this Agreement for the provision of Strengthening, Preserving and Reunifying Families (SPRF) services.

The County shall provide Housing Placement Services to families referred by ODHS Child Welfare and Self Sufficiency. County shall provide case management services to support families in achieving and maintaining housing stability which includes barrier removal, housing search assistance, locate and stabilize housing, facilitating access to community resources and development of landlord connections.

The purpose is to support parents and families engaged with ODHS Child Welfare and Self Sufficiency in Marion County find and maintain stable housing in order to prevent out of home placement of their children or support a reunification plan. Previous amendments have extended the term and adjusted funding.

Amendment Six: Increases total funding by $164,139.84 and extends the agreement term through June 30, 2027. There are no support services funds for SSP/JOBS program for the upcoming fiscal year.

Desired BOC Session Date:	**6/24/2026**	Contract should be in DocuSign by:	**6/3/2026**
Agenda Planning Date	**6/11/2026**	Printed packets due in Finance:	**6/9/2026**
Management Update	**6/9/2026**	BOC upload / Board Session email:	**6/10/2026**

BOC Session Presenter(s) **Naomi Hudkins/Troy Gregg** Code: **Y**

REQUIRED APPROVALS

Chalyce MacDonald	05/18/2026	Kristina Ballow (May 18, 2026 16:46:36 PDT)	05/18/2026
Finance - Contracts	Date	Contract Specialist	Date
Scott A. Norris Scott A. Norris (May 19, 2026 14:58:02 PDT)	05/19/2026	Jan Fritz Jan Fritz (May 19, 2026 23:31:31 PDT)	05/19/2026
Legal Counsel	Date	Chief Administrative Officer	Date

Agreement Number 180598

AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **06** to Agreement Number **180598** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "**ODHS**," and

Marion County
Acting by and through its Health and Human Services Department
3160 Center St. NE
Salem, OR 97301
Contact: Kristina Ballow
Telephone: 503-588-5409
E-mail address: health_contracts@co.marion.or.us

hereinafter referred to as "**County**."

1. This amendment shall become effective on the date it is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties' signatures.

2. The Agreement is hereby amended as follows:

a. **Section 1., "Effective Date and Duration."** is amended only to change the Agreement expiration date from **June 30, 2026** to **June 30, 2027**.

b. **Section 2., "Consideration.", Subsection a. only** is amended only to increase the maximum not-to-exceed amount payable to County from **$384,099.84** to **$548,239.68**.

c. **For services provided on and after the effective date of this amendment, Section 4., "County or Subrecipient Determination."** is hereby deleted in its entirety and replaced with the following:

4. **Contractor Determination**. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

☐ Not applicable ☒ County is a contractor

Assistance Listings number(s) of federal funds to be paid through this Agreement: 93.558

d. **For services provided on July 1, 2026 and after, Exhibit A, Part 2, "Payment and Financial Reporting"** is hereby superseded and restated in its entirety, as set forth in **Exhibit A, Part 2, "Payment and Financial Reporting"**, attached hereto and incorporated herein by this reference.

e. **For services provided on and after the effective date of this amendment, Exhibit A, Part 3, "Special Provisions", Section 2.a.(2) only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

(2) ODHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases ~~in Portland Metropolitan Consumer Price Index~~ **of the U.S. Bureau of Labor Statistics' Consumer Price Index for the Western Region**; and to provide Cost Of Living Adjustments (COLA) if ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature. **In addition, ODHS may periodically amend any payment rates throughout the life of the Agreement to meet current market conditions.**

f. **For services provided on and after the effective date of this amendment, Exhibit A, Part 3, "Special Provisions", Section 3., "County Requirements to Report Abuse of Certain Classes of Persons."** is hereby deleted and replaced in its entirety, as set forth below:

3. County Requirements to Report Abuse of Certain Classes of Persons.

a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:

(1) Children pursuant to ORS 419B.005 through 419B.015;

(2) Elderly Persons and Adults with Physical Disabilities pursuant to ORS 124.050 through 124.095, and ORS 410.020;

(3) Residents of Nursing Facilities pursuant to ORS 441.630 through 441.645; and

(4) Adults with Mental Illness or Developmental Disabilities pursuant to ORS 430.735 through 430.743.

b. County shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Agreement. County does not need to prove abuse occurred, just reasonably suspect abuse occurred, to be required to report.

g. For services provided on and after the effective date of this amendment, Exhibit B, **"Standard Terms and Conditions", Section 24., "Notice** is hereby deleted and replaced in its entirety, as set forth below:

24. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by email, personal delivery, fax, or mailing the same, postage prepaid to County or ODHS at the email address, postal address, or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication

or notice delivered by fax is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day if transmission was outside normal business hours of the recipient. To be effective against ODHS, any notice transmitted by fax must be confirmed by telephone notice to ODHS. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

ODHS: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

h. **For services provided on and after the effective date of this amendment, Exhibit D, "Federal Terms and Conditions"** is hereby deleted and replaced in its entirety, as set forth in **Exhibit D, "Federal Terms and Conditions"**, attached hereto and incorporated herein by this reference.

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

4. **Certification**. Without limiting the generality of the foregoing, by signature on this amendment, the undersigned hereby certifies under penalty of perjury that:

a. County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited

by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to ODHS under the Agreement;

b. The information shown in Section 5.a. of the original Agreement, as amended is County's true, accurate and correct information;

c. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

d. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*;

e. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: *https://www.sam.gov/SAM*;

f. County is not subject to backup withholding because:

(1) County is exempt from backup withholding;

(2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or

(3) The IRS has notified County that County is no longer subject to backup withholding.

g. County's Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

Marion County acting by and through its Health and Human Services Department

By:

See County Signature Page — Trog Gregg

Authorized Signature — Printed Name

Administrator — _____

Title — Date

State of Oregon, acting by and through its Oregon Department of Human Services

By:

_____ — _____

Authorized Signature — Printed Name

_____ — _____

Title — Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey Wahl, AIC — 5/11/2026

Oregon Department of Justice — Date

SIGNATURE PAGE FOR
OREGON DEPARTMENT OF HUMAN SERVICES, CHILD WELFARE IGA #180598 - HE-5605-23
between
MARION COUNTY and OREGON DEPARTMENT OF HUMAN SERVICES

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature:  Department Director or designee	05/18/2026 Date
Authorized Signature: Jan Fritz Jan Fritz (May 19, 2026 23:31:31 PDT) Chief Administrative Officer	05/19/2026 Date
Reviewed by Signature: Scott A. Norris Scott A. Norris (May 19, 2026 14:58:02 PDT) Marion County Legal Counsel	05/19/2026 Date
Reviewed by Signature: Marion County Contracts & Procurement	05/18/2026 Date

EXHIBIT A

Part 2
Payment and Financial Reporting

1. Payment Provisions.

a. As consideration for the services provided by the County during the period specified in Section **1. "Effective Date and Duration"**, ODHS will pay to the County, a maximum not-to-exceed amount as specified in Section **3. "Consideration"**, to be paid as follows:

(1) Child Welfare Services. Total not-to-exceed amount for Child Welfare services as described in Exhibit A, Part 1, "Statement of Work" is **$244,119.84** to be paid as follows:

(a) For ODHS Child Welfare services provided on July 1, 2023 through June 30, 2025, ODHS will make payments to the County at the rate of **$4,583.33 per month** for months in which at least one Client received services. Child Welfare will not make payment to County for months in which County did not provide services to Child Welfare Clients.

(b) For ODHS Child Welfare services provided on July 1, 2025 through June 30, 2026, ODHS will make payments to the County at the rate of **$5,587.50 per month** for months in which at least one Client received services. Child Welfare will not make payment to County for months in which County did not provide services to Child Welfare Clients.

(c) For ODHS Child Welfare services provided on July 1, 2026 and after, ODHS will make payments to the County at the rate of **$5,589.16 per month** for months in which at least one Client received services. Child Welfare will not make payment to County for months in which County did not provide services to Child Welfare Clients.

(2) Child Welfare Flexible Funds.

(a) For the period of July 1, 2023 through June 30, 2024, County shall invoice ODHS for actual expenditures for flexible funds. Reimbursement of all Flexible Funds costs shall not exceed a total of **$5,000.00**. ODHS will review and approve all costs for which County requests reimbursement.

(b) For the period beginning from July 1, 2024 through June 30, 2025, County shall invoice ODHS for actual expenditures for flexible funds. Reimbursement of all Flexible Funds costs shall not exceed a total of **$10,000.00**. ODHS will review and approve all costs for which County requests reimbursement.

(c) For the period beginning from July 1, 2025 through June 30, 2026, County shall invoice ODHS for actual expenditures for flexible funds. Reimbursement of all Flexible Funds costs shall not exceed a total of **$10,000.00**. ODHS will review and approve all costs for which County requests reimbursement.

(d) For the period beginning from July 1, 2026 through June 30, 2027, County shall invoice ODHS for actual expenditures for flexible funds. Reimbursement of all Flexible Funds costs shall not exceed a total of **$10,000.00**. ODHS will review and approve all costs for which County requests reimbursement.

(3) Self-Sufficiency Services. Total not-to-exceed amount for Self-Sufficiency services as described in Exhibit A, Part 1, "Statement of Work" is **$244,119.84** to be paid as follows:

(a) For ODHS Self-Sufficiency Services provided on July 1, 2023 through June 30, 2025, ODHS will make payments to the County at the rate of **$4,583.33 per month** for months in which at least one Client received services. Self Sufficiency will not make payment to County for months in which services were not provided to JOBS eligible Clients.

(b) For ODHS Self-Sufficiency Services provided on July 1, 2025 through June 30, 2026, ODHS will make payments to the County at the rate of **$5,587.50 per month** for months in which at least one Client received services. Self Sufficiency will not make payment to County for months in which services were not provided to JOBS eligible Clients.

(c) For ODHS Self-Sufficiency Services provided on July 1, 2026 and after, ODHS will make payments to the County at the rate of **$5,589.16 per month** for months in which at least one Client received services. Self Sufficiency will

not make payment to County for months in which services were not provided to JOBS eligible Clients.

(4) Self-Sufficiency Support Services.

(a) For the period of July 1, 2023 through June 30, 2024, County shall invoice ODHS for actual expenditures for support services. Reimbursement of all support services costs shall not exceed a total of **$5,000.00**. ODHS will review and approve all costs for which County requests reimbursement.

(b) For the period of July 1, 2024 through June 30, 2025, County shall invoice ODHS for actual expenditures for support services. Reimbursement of all support services costs shall not exceed a total of **$10,000.00**. ODHS will review and approve all costs for which County requests reimbursement.

(c) For the period of July 1, 2025 through June 30, 2026, County shall invoice ODHS for actual expenditures for support services. Reimbursement of all support services costs shall not exceed a total of **$10,000.00**. ODHS will review and approve all costs for which County requests reimbursement.

(5) Self-Sufficiency Administrative, Program Costs, and Support Services. County's Self Sufficiency expenditures shall not exceed the following not-to-exceed amounts for Administrative Costs, Program Costs, and Support Services for each fiscal period as follows:

(a) For the period of July 1, 2023 through June 30, 2024:

Administrative Costs 1.a.(3)(a) above:	$6,600.00
Program Costs 1.a.(3)(a) above:	$48,399.96
Support Services 1.a.(4)(a) above:	$5,000.00
Total Budget for Fiscal Period:	**$59,999.96**

(b) For the period of July 1, 2024 through June 30, 2025:

Administrative Costs 1.a.(3)(a) above:	$6,600.00
Program Costs 1.a.(3)(a) above:	$48,399.96
Support Services 1.a.(4)(b) above:	$10,000.00
Total Budget for Fiscal Period:	**$64,999.96**

(c) For the period of July 1, 2025 through June 30, 2026:

Administrative Costs 1.a.(3)(b) above:	$1,557.50
Program Costs 1.a.(3)(b) above:	$65,492.50
Support Services 1.a.(4)(b) above:	$10,000.00
Total Budget for Fiscal Period:	**$77,050.00**

(d) For the period of July 1, 2026 through June 30, 2027:

Administrative Costs 1.a.(3)(c) above:	$10,060.46
Program Costs 1.a.(2)(3)(c). above:	$57,009.46
Total Budget for Fiscal Period:	**$67,069.92**

(6) Definitions for Administrative and Program Costs. For the Purposes of this Exhibit A, Part 2. "Payment and Financial Reporting" Capitalized terms shall have the following meaning:

(a) "Administrative Costs" is the cost category for administrative functions both directly and indirectly associated with all JOBS Services provided under this Agreement. Administrative costs can include personnel and non-personnel costs. Administrative functions include general accounting, coordination, budgeting, financial; audits, reviews, incident reports, property management, personnel and payroll; and information systems costs related to the administrative functions.

(b) "Program Costs" are attributed to the JOBS Services provided directly to Participants. This includes County's personnel costs for staff FTE providing the JOBS Services, supplies, equipment, space, materials, and other allowable expenses associated with these staff FTE.

(c) "Support Service payments" means payments available to Participants, as determined eligible by ODHS. ODHS may approve County's to make Support Service payments as indicated in the Business Plan. Eligible payment types are defined in Oregon Administrative Rule found on the following website: https://apps.state.or.us/cf1/caf/arm/B/461-190-0211.htm

b. County invoice, completion and submission:

(1) Child Welfare Services.

(a) Contractor shall submit invoices on the approved ODHS invoice form located at:

https://www.oregon.gov/odhs/providers-partners/child-welfare/Pages/contracts.aspx.

Instructions and requirements for completion and submission of an invoice are included on the third tab of the Excel invoice document. Invoices must be submitted with all fields properly populated.

(b) Payment will be made by ODHS to the Contractor monthly on or after the first of each month following the month in which services were performed, subject to receipt and approval by ODHS of the Contractor's invoice and any required reporting as defined in the Statement of Work for this Contract.

For questions regarding payments please email ContractInvoice.Support@odhsoha.oregon.gov.

(2) Self Sufficiency Services.

(a) County shall submit invoices to the ODHS Agreement Administrator on the approved Self-Sufficiency form obtained from the ODHS Agreement Administrator Invoices are due by the 10th of the following month services were provided.

(b) Payment will be made by ODHS to the County monthly on or after the first of each month following the month in which services were performed, subject to the receipt and approval by ODHS of the County's invoice and any reporting as defined in the Statement of Work for this Agreement.

For questions regarding payments, please contact the ODHS Agreement Administrator.

2. Travel and Other Expenses. ODHS will not reimburse County for any travel or additional expenses under this Agreement.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions**. County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) the Health Insurance Portability and Accountability Act of 1996, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.

2. **Clean Air, Clean Water, EPA Regulations**. If this Agreement, including amendments, exceeds $100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of

facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

3. **Energy Efficiency**. County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

4. **Truth in Lobbying**. By signing this Agreement, County certifies, to the best of the County's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, 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.

b. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the 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.

e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

5. Resource Conservation and Recovery. County shall comply and require all subcontractors to comply with all mandatory standards and policies that

relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

6. **Audits**.

a. County shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If County expends $1,000,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than $1,000,000 in a fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

7. **Debarment and Suspension**. County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

8. **Pro-Children Act**. County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

9. **Medicaid Services**. Reserved.

10. **Agency-based Voter Registration**. If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be

offered where an individual may apply for or receive an application for public assistance.

11. **Federal Intellectual Property Rights Notice**. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. County agrees that it has been provided the following notice:

a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

(1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

12. **Super Circular Requirements**. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

a. **Property Standards**. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

b. **Procurement Standards**. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through

200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

c. **Contract Provisions**. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of County, and County shall also include these contract provisions in its contracts with non-Federal entities.

13. **Federal Whistleblower Protection**. County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/24/26

Department: Health & Human Services

Title: Amendment 8 to Public Health OHA IGA#185823

Management Update/Work Session Date: 6/9/26 **Audio/Visual aids** ☐

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

Requested Action:
Approve Amendment 8 to IGA #185823 with Oregon Health Authority, adding PE82 and PE82-01 and increasing funding by $522,682.00 for a total contract value of $8,546,994.83.

Issue, Description & Background:
Intergovernmental Agreement: Oregon Health Authority Biennium 2025-2027 IGA #185823 and Marion County Health and Human Services to provide and operate contracts for Public Health Services.

Amendment 8 adds Program Elements PE82 – Rural Health Transformation Program and PE82-01 – Rural Health Transformation Program – LPHA Transformation, and provides additional funding in the amount of $522,682.00.

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

Impacts to Department & External Agencies:
NA

List of attachments:
Amendments 8-1, Original Agreement

Presenter:
Troy Gregg/Carol Heard

Department Head Signature:


Contract Review Sheet

Intergovernmental Agreement **HE-6717-25 - Am8**

Title: **Public Health OHA IGA#185823**

Contractor's Name: **Oregon Health Authority**

Department: **Health and Human Services** Contact: **Kristina Ballow**

Analyst: **Chalyce MacDonald** Phone #: **(503) 588-5409**

Term - Date From: **July 1, 2025** Expires: **June 30, 2027**

Original Contract Amount: **$ 5,865,402.80** Previous Amendments Amount: **$ 2,158,910.03**

Current Amendment: **$ 522,682.00** New Contract Total: **$ 8,546,994.83** Amd% **46%**

Incoming Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **ORS190 Intergovernmental Agreement**

Description of Services or Grant Award

Intergovernmental Agreement: Oregon Health Authority Biennium 2025-2027 IGA #185823 and Marion County Health and Human Services to provide and operate contracts for Public Health Services.

Amendments 1-4 updated funding and program information.

Amendment 5 - Exhibit A "Definitions", Section 18 "Program Element" amended to add the Program Element title and funding source identifier for Program Element 12 as follows: PE 12-01 Public Health Emergency Preparedness Program (PHEP) Oregon Hosipital Preparedness Program CFDA# 93.889.

Amendment 6 - Adjusted funds, resulting in net increase of $450.00 to PE12-01 PHEP.

Amend 7 - reduced funds by $45,600.00 for PE03 - Tuberculosis Case Management effective February 1, 2026.

Amendment 8 adds Program Elements PE82 – Rural Health Transformation Program and PE82-01 – Rural Health Transformation Program – LPHA Transformation, and provides additional funding in the amount of $522,682.00.

Desired BOC Session Date: **6/24/2026** Contract should be in DocuSign by: **6/3/2026**

Agenda Planning Date **6/11/2026** Printed packets due in Finance: **6/9/2026**

Management Update **6/9/2026** BOC upload / Board Session email: **6/10/2026**

BOC Session Presenter(s) **Troy Gregg/Carol Heard** Code: **Y**

REQUIRED APPROVALS

Chalyce MacDonald	05/18/2026	Kristina Ballow (May 18, 2026 14:48:00 PDT)	05/18/2026
Finance - Contracts	Date	Contract Specialist	Date
Scott A. Norris Scott A. Norris (May 19, 2026 13:42:37 PDT)	05/19/2026	Jan Fritz Jan Fritz (May 19, 2026 23:50:45 PDT)	05/19/2026
Legal Counsel	Date	Chief Administrative Officer	Date

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Contract Administrator at the contact information found below. We accept all relay calls.

Agreement #185823

AMENDMENT TO OREGON HEALTH AUTHORITY 2025-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This Eighth Amendment to Oregon Health Authority 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2025, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Marion County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Marion County. OHA and LPHA are each a "Party" and together the "Parties" to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Description(s) set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 as set forth in Exhibit J of the Agreement;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. This Amendment is effective on **May 1, 2026**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.

2. The Agreement is hereby amended as follows:

a. Exhibit A "Definitions", Section 18 "Program Element" is amended to add Program Element titles and funding source identifiers as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE82-Rural Health Transformation Program					
PE82 – Rural Health Transformation Program	FF	Oregon Rural Health Transformation Program	93.798	N	Y
PE82-01 – Rural Health Transformation Program – LPHA Transformation	FF	Oregon Rural Health Transformation Program	93.798	N	Y

b. Exhibit B Program Element #082 "Rural Health Transformation Program" is hereby added by Attachment A attached hereto and incorporated herein by this reference.

c. Exhibit C, Section 1 of the Agreement, entitled "Financial Assistance Award" is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 2 of Exhibit C.

d. Exhibit J of the Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.

3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. Signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Approved by: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

MARION COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: See County Signature Page

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Devon Thorson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2025, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

SIGNATURE PAGE FOR
PUBLIC HEALTH OHA IGA#185823 - HE-6717-25
between
MARION COUNTY and OREGON HEALTH AUTHORITY

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature:  Department Director or designee	05/18/2026 Date
Authorized Signature: Jan Fritz (May 19, 2026 23:50:45 PDT) Chief Administrative Officer	05/19/2026 Date
Reviewed by Signature: Scott A. Norris (May 19, 2026 13:42:37 PDT) Marion County Legal Counsel	05/19/2026 Date
Reviewed by Signature: Marion County Contracts & Procurement	05/18/2026 Date

Attachment A
Program Element Description(s)

Program Element #082 Rural Health Transformation Program

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below and by the Rural Health Transformation Program (RHTP) Centers for Medicare & Medicaid Services (CMS) standard grant and cooperative agreement terms and conditions (located at: https://www.cms.gov/files/document/standard-terms-conditions-fy26-12-14-2025.pdf), to deliver Rural Health Transformation Program: Healthy Communities & Prevention Initiative.

   The Healthy Communities & Prevention Initiative focuses on bolstering Rural health systems by expanding access to integrated primary care and social health services that promote prevention, healthy nutrition, care coordination, and care management, especially for individuals with complex health statuses. Investments made under this initiative promote whole person health across all facets of life, from prenatal and infancy to end-of-life care. This initiative has three aims:

   a. **Demonstrate strategies to ensure Rural Oregonians can easily and affordably access necessary services, including for behavioral health, maternal and child health, oral health, long-term care, and emergency services, in their community across a variety of settings by leveraging local partnerships and technology-driven solutions.**

      This may include:

      - Expanding home visiting programs to Rural communities,
      - Establishing or expanding projects that close service gaps for people living with mental health conditions,
      - Expanding access to services and supports for people living with or at risk for cognitive impairment,
      - Conducting activities that increase access to comprehensive oral health services for patients across Oregon through innovative solutions including mobile dental clinics and tele-dentistry, and
      - Expanding and ensuring access to critical access pharmacies via expanded services such as pharmacy lockers, Telepharmacy, including pharmacy preparedness for emergencies and other technologies.

b. Implement strategies to increase social health services, navigation and outreach capabilities, non-traditional care teams, and population health infrastructure.

This may include investments in locally developed groups or efforts to:

- Identify and connect individuals needing social supports (including but not limited to food, housing, and transportation) to resources to maintain their overall health,
- Increase access to health services in school settings,
- Expand community-based prevention and health promotion initiatives, including those addressing physical activity, nutrition, the built environment, sleep, stress, and social connectedness, and
- Launch new or expand mobile care offerings (including but not limited to oral, perinatal, behavioral health, and/or optometry services.).

c. Implement strategies to advance innovative, community-driven solutions that provide choice and tools to support personal health care management.

This may include expansion of telehealth and digital health tools, including Remote Patient Monitoring (RPM), expanding resources and supports for caregivers, and expanding self-management education programs to help Rural patients with chronic conditions. These programs include but are not limited to:

- Heart Healthy Ambassador Program (https://pmc.ncbi.nlm.nih.gov/articles/PMC11414079/),
- Chronic Disease Self-Management Program (https://www.ruralhealthinfo.org/toolkits/chronic-disease/2/self-management), and
- Walk With Ease (https://www.arthritis.org/health-wellness/healthy-living/physical-activity/walking/walk-with-ease/wwe-about-the-program).

This Program Element and all changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of the Exhibit C of the Financial Assistance Award.

2. Definitions Specific to this Program Element.

a. "Community Lead" means an organization designated by the Authority to provide community coordination and quality assurance services in accordance with OAR 333-006-0050 for the newborn nurse home visiting program in a specified community.

b. "Frontier" or "Remote" means any county with six or fewer people per square mile.

c. **"Newborn Nurse Home Visiting Provider" (NNHVP) or "Certified Provider"** means an organization certified by the Authority to provide newborn nurse home visits in accordance with OAR 333-006-0070 and OAR 333-006-0120.

d. **"Remote Patient Monitoring"** means a type of telehealth in which healthcare providers monitor patients outside the traditional care setting using digital medical devices, such as weight scales, blood pressure monitors, pulse oximeters, and blood glucose meters. The data collected from these devices are then electronically transferred to providers for care management. Automated feedback and workflows can be built into data collection, and out-of-range values or concerning readings can be flagged.

e. **"Rural"** means any geographic areas in Oregon ten or more miles from the center of a population center of 40,000 people or more.

f. **"Telepharmacy"** means a form of pharmaceutical care in which pharmacists and patients are not in the same place and can interact using information and communication technology (ICT) facilities. Telepharmacy has been adopted to provide pharmaceutical services to underserved areas and to address the problem of pharmacist shortage.

g. **"Self-Management and Education (SME) Programs"** means programs that help people who have ongoing health conditions learn how to live life to the fullest. For many people, this means lives with less stress, more energy, and a greater ability to do the things they want to do. SME Programs are clinically proven to reduce symptoms and improve quality of life.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	**Foundational Program**				**Foundational Capabilities**						
	CD Control	Prevention and health	Environmental health	Access to clinical preventive services	Leadership and	Health equity and cultural	Community Partnership	Assessment and	Policy & Planning	Communicatio	Emergency Preparedness

				Population Health	Direct services							
Asterisk (*) = Primary foundational program that aligns with each component *X = Other applicable foundational programs*						*X = Foundational capabilities that align with each component*						
Ensure community access to home visiting services for all families with newborns, pregnant people and young children needing additional supports, and children with complex health needs.		**X**		*****	**X**	**X**	**X**	**X**		**X**	**X**	
Convene local and statewide partners and organizations to cultivate leadership and vision for prevention and health promotion policies, programs and strategies in Rural areas of the jurisdiction		**X**		**X**			**X**	*****		**X**	**X**	
In collaboration with community partners, identify barriers to health care access and gaps in services and implement strategics to address these gaps and barriers to care				*****			**X**		**X**	**X**	**X**	
Coordinate and/or implement multifaceted prevention and health promotion policies, programs and strategies across the lifespan to mitigate or enhance the health impact of social determinants, improve health equity (3) and address specific health topics that contribute to chronic diseases.		*****		**X**	**X**		**X**			**X**		
Implement community health worker models to support		*****		**X**	**X**		**X**	**X**				

navigation to community health and social resources.												
Develop strategic partnerships with shared accountability driving collective impact to support public health goals related to all families with newborns		*		*		X	X	X		X	X	
Identify barriers to access and gaps in services to all families with newborns		X		*			X	X	X	X	X	
Develop and implement strategic plans to address these gaps and barriers to access to all families with newborns		X		*			X	X	X	X	X	
Ensure community access to home visiting services for all families with newborns		X		*		X	X	X		X	X	
Identify barriers to access and gaps in services to all families with newborns		X		*			X	X	X	X	X	

b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

a. Direct funding and activities to Rural and Frontier areas. Any activities and spending in urban areas must clearly demonstrate benefit to Rural populations in the jurisdiction.

b. Submit local program plan and local program budget to OHA for approval on templates and timeline as prescribed by OHA and that meets federal Centers for Medicaid and Medicare Services requirements. Once approved the local program plan and local program budget are incorporated herein by this reference.

c. Engage in activities as described in its local program plan and budget.

d. Implement projects within the following funding categories.

(1) Perinatal Care Coordination

(2) Nurse home visiting programs

(3) Mobile health programs

(4) Chronic disease self-management programs

(5) School-based prevention programs

(6) Treatment and recovery programs

(7) Nutrition programs

(8) Lead testing programs

(9) Developing or expanding behavioral health clinic partnerships and coordination

(10) If needed to be responsive to a specific previously identified local community need, LPHAs may propose a project or activity not listed above. LPHA must demonstrate alignment with a current community health improvement plan priority and with Healthy Communities and Prevention Outcome 4 (new health care and social health services).

e. Implement strategies and activities in accordance with this Program Element. Strategies and activities in the local program plan must support one of the three aims outlined in Section 1 and must align with at least one of the following:

(1) Ensure community access to home visiting services for all families with newborns, pregnant people and young children needing additional supports, and children with complex health needs.

(2) Convene local and statewide partners and organizations to cultivate leadership and vision for prevention and health promotion policies, programs and strategies in Rural areas of the jurisdiction.

(3) In collaboration with community partners, identify barriers to health care access and gaps in services and implement innovative strategics to address these gaps and barriers to care.

(4) Coordinate and/or implement multifaceted prevention and health promotion policies, programs and strategies across the lifespan to mitigate or enhance the health impact of social determinants, improve health equity, and address specific health topics that contribute to chronic diseases.

(5) Implement community health worker models to support navigation to community health and social resources.

f. Implement activities designed to support progress for Outcome 4 in Section 7 of this Program Element. In addition, LPHA may choose to implement activities that also support progress for one other outcome measure in Section 7.

g. Support new access points and expansion of services to Rural communities and not use funding to replace or duplicate existing funding sources. Funds may only be applied to the costs associated with new populations, new activities, new program milestones, etc. when used to expand an existing pilot program or initiative, or to develop new programs with existing partners.

h. Use funds for activities that are not currently reimbursable by Medicaid or other payor.

i. Requirements for sites selected to implement Family Connects Oregon (FCO) program:

(1) General Requirements for Community Lead and Newborn Nurse Home Visiting Grantees

LPHA must:

(a) Use funds for this Program Element in accordance with its local program budget. Modifications to the local program budget may only be made with OHA written approval.

(b) Attend a monthly planning and coordination meeting with OHA's Family and Child Health staff.

(c) Funding Limitations: Funds awarded under this Program Element and listed in the Exhibit C, Financial Assistance Award are limited to expenditures for Family Connects Oregon Community Lead activities and Newborn Nurse Home Visiting Provider activities.

(2) Designated Community Lead, or authorized by OHA to perform Community Lead Activities

LPHA must:

(a) Maintain staffing required by the program which includes the Family Connects Oregon Community Alignment Specialist and Program Administrator roles.

(b) Ensure a subcontract and/or Memorandum of Understanding is in place if Family Connects Program is implemented through a cross-county collaboration with shared staff across jurisdictions, defining the staffing and supervision agreements.

(c) Deliver services in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Family and Child Health Section.

(d) Take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

(3) Designated Newborn Nurse Home Visiting Provider Activities

LPHA must:

(a) Maintain staffing required by the program which includes but is not limited to Family Connects Oregon Nursing Supervisor or Family Connects Nursing Lead, Nurse Home Visitor(s), and Program Support Specialist roles.

(b) Ensure a subcontract and/or Memorandum of Understanding (MOU) is in place if Family Connects Program is implemented through a cross-county collaboration with shared staff across jurisdictions, defining the staffing and supervision agreements.

(c) Deliver services in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Family and Child Health Section.

(d) Take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

(e) All nurses working in the Family Connects Oregon program must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.

(4) Designated Newborn Nurse Home Visiting Provider Billing Activities

LPHA must:

(a) As a provider of Medicaid services, the Newborn Nurse Home Visiting Provider must comply with Medical and Targeted Case Management billing policy and codes in OAR 410-130-0605.

5. General Expense Reporting. LPHA must submit quarterly and annual expense reports on reporting template and timeline prescribed by OHA that meets federal Centers for Medicaid and Medicare Services requirements. A separate report must be filed for each applicable Program Element and any sub-element. Note, reporting requirements may change to meet OHA oversight and CMS reporting requirements.

6. Program Reporting Requirements.

a. Submit local program plan progress reports using the timeline and format prescribed by OHA that meets federal Centers for Medicaid and Medicare Services requirements.

b. Reports must include number of people served and achievements on stated outcomes, metrics, and milestones. Tentative reporting timelines are listed below. A final schedule will be posted online here: https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx and sent out to LPHAs when revised.

Tentative Reporting Timelines		
Report Type	CMS Reporting Period	Report Due Date
Budget Period 1 Reporting Schedule *Spending period: 12/31/25 - 9/30/2027*		
Annual Report	12/31/2025 - 7/31/2026 (May be updated depending on date of agreement execution)	7/31/2026 (May be updated depending on date of agreement execution)
Budget Period 2 Reporting Schedule *Spending period: 10/31/26 - 9/30/2028*		
Quarterly Report	8/1/2026 - 10/29/2026	10/29/2026
Quarterly Report	10/30/2026 - 2/1/2027	2/1/2027
Quarterly Report	2/2/2027 - 4/30/2027	4/30/2027
Annual Report	8/1/2026 - 7/31/2027	7/31/2027

c. Requirements for LPHAs implementing Family Connects Oregon:

LPHA must provide progress reports to OHA in a format designated by OHA that include the following:

(1) Community Lead Report: If the LPHA is the Community Lead, submit reports using the Community Lead Report on a schedule determined by OHA. The report includes information on the Family Connects program population reach, staffing, and community alignment activities. OHA will provide the LPHA the report template.

(2) Program Sustainability Report (PSR): If the LPHA is the Community Lead or the Newborn Nurse Home Visiting Provider, submit a PSR in a format and on a schedule determined by OHA. The purpose of the PSR is to support

Family Connects program sustainability. The report includes information on a site's projected and actual program funding and expenditures including for this Program Element, as well as program revenue. If the Community Lead and Newborn Nurse Home Visiting Provider are different LPHA organizations, the two will receive one PSR from OHA and are required to coordinate and submit one PSR only.

(3) **Data Collection and Reporting:** LPHA must ensure that data on individuals who receive Family Connects Oregon services are collected and entered into the state-designated data system in a timely manner that is aligned with expectations defined by the program and within no more than 30 business days of visiting the client and 45 days of case closure (information shall be obtained from Community Leads and NNHVP).

7. Performance Measures.

a. LPHA must operate the Rural Health Transformation Program: Healthy Communities & Prevention Initiative in a manner designed to make progress toward achieving Outcome 4 of the Rural Health Transformation Program Outcomes based on the strategies and activities LPHA is implementing from section 4d. In addition, LPHA may select one additional outcome from the list below when implementing strategies and actions from section 4d. LPHAs selected to implement strategies and actions in section 4.i., must also operate in a manner that supports progress toward Outcome 1.

(1) Outcome 1: Universal access to home visiting services

(2) Outcome 2: Increase availability of mental health and substance use disorder treatment

(3) Outcome 3: Increase patient engagement with new preventive health and/or self-management programs

(4) Outcome 4: Increase Rural populations served by new health care and social health services (i.e., health services)

(5) Outcome 5: Expanded access to health care services, including chronic disease management, through increased availability of telehealth

Attachment B
Exhibit C - Financial Assistance Award

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee	2) Issue Date	This Action
Name: Marion County	Friday, May 1, 2026	Amendment
Street: 3180 Center St. NE, Suite 2100		FY 2026
City: Salem	3) Award Period	
State: OR Zip: 97301-4532	From July 1, 2025 through June 30, 2026	

4) OHA Public Health Funds Approved

Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	$448,700.00	$0.00	$448,700.00
PE01-09	COVID-19 Active Monitoring - ELC	$173,934.23	$0.00	$173,934.23
PE01-12	ACDP Infection Prevention Training	$1,517.82	$0.00	$1,517.82
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	$133,467.00	$0.00	$133,467.00
PE13	Tobacco Prevention and Education Program (TPEP)	$425,000.00	$0.00	$425,000.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	$292,382.00	$0.00	$292,382.00
PE36-01	OSPTR Board Primary Prevention Funding	$447,046.00	$0.00	$447,046.00
PE40-01	WIC NSA: July - September	$321,380.00	$0.00	$321,380.00
PE40-02	WIC NSA: October - June	$964,139.00	$0.00	$964,139.00
PE40-05	Farmer's Market	$7,301.00	$0.00	$7,301.00
PE42-03	MCAH Perinatal General Funds & Title XIX	$33,678.00	$0.00	$33,678.00
PE42-04	MCAH Babies First! General Funds	$37,436.00	$0.00	$37,436.00
PE42-11	MCAH Title V	$126,159.00	$0.00	$126,159.00
PE42-12	MCAH Oregon Mothers Care Title V	$3,156.00	$0.00	$3,156.00
PE43-01	Public Health Practice (PHP) - Immunization Services	$103,323.00	$0.00	$103,323.00

4) OHA Public Health Funds Approved

Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE50	Safe Drinking Water (SDW) Program (Vendors)	$156,487.80	$0.00	$156,487.80
PE51-01	LPHA Leadership, Governance and Program Implementation	$2,013,349.00	$0.00	$2,013,349.00
PE51-05	CDC PH Infrastructure Funding	$1,560,810.98	$0.00	$1,560,810.98
PE81-01	HIV/STI Statewide Services (HSSS) Federal Funds	$132,533.00	$0.00	$132,533.00
PE81-02	HIV/STI Statewide Services (HSSS) Program Income	$642,513.00	$0.00	$642,513.00
PE82-01	Rural Health Transformation Program - LPHA Transformation	$0.00	$522,682.00	$522,682.00
		$8,024,312.83	$522,682.00	$8,546,994.83

5) Foot Notes:

PE01-01	07/2025: funding available 7/1/25-9/30/25 only.
PE01-01	10/2025: Prior footnote dated 07/2025 null and void.
PE03	01/2026: Effective 7/1/2025, funds are not accounted for in Section 4, "OHA Public Health Funds Approved", above, invoices are paid outside of the Current Award Balance.
PE40-01	07/2025: funds available 7/1/25-9/30/2025 only
PE40-02	07/2025: funds available 10/1/25-6/30/26 only
PE42-11	07/2025: Indirect rate caps at 10%.
PE42-12	07/2025: Indirect rate caps at 10%.
PE82-01	5/1/2026: Funds available 4/1/26-6/30/26 only. Indirect rate caps at 10%. Disbursement for this PE will be by budget period and as follows: 50% payment upon budget approval after execution and two 25% payments at dates determined by OHA, unless OHA approves a different payment structure as part of the budget approval process.

6) Comments:

PE01-09	10/2025: Rollover unspent SFY25 funds of $173,934.23
PE12-01	01/2026: $450 available for training 4/1/26-5/31/26 only
PE36	08/2025: Prior comment null and void 07/2025: $73,095.50 available 7/1/25 - 9/30/25 only.
PE36-01	07/2025: rollover unspent SFY25 funds of $447,046
PE51-05	09/2025: Rollover unspent SFY25 funds of $1,560,810.98.
PE81-01	07/2025: $121,489 available 7/1/25-5/31/26 only; $11,044 available 6/1/26-6/30/26 only

7) Capital outlay Requested in this action:

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of $5,000 and a life expectancy greater than one year.

Program	Item Description	Cost	PROG APPROV	

Attachment C
Exhibit J - Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE82-01 Rural Health Transformation Program - LPHA Transformation

Federal Award Identification Number:	RHTCMS332071
Federal Award Date:	02/17/26
Budget Performance Period:	12/29/25-10/30/26
Awarding Agency:	DHHS/CMMS
CFDA Number:	93.798
CFDA Name:	Rural Health Transformation Program
Total Federal Award:	$197,271,577.67
Project Description:	Oregon Rural Health Transformation Program
Awarding Official:	Michelle Brown
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No

Agency	UEI	Amount	Grand Total:
Marion	DECEM6WK8J17	$522,682.00	$522,682.00

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/24/2026

Department: Public Works

Title: General Service Contract with Pacific Power for Mill City & Gates Wastewater Treatment Facility

Management Update/Work Session Date: 6/16/2026 **Audio/Visual aids** ☐

Time Required: 5 **Contact:** Brian Nicholas **Phone:** 503-588-7943

Requested Action: Approve General Service Contract PW-7202-26 with Pacific Power for the installation of 3-phase industrial electric service for the Mill City Wastewater Treatment Facility.

Issue, Description & Background: The new Mill City wastewater treatment facility currently under construction by Marion County Public Works needs a new 3-phase 480-volt industrial electrical service from Pacific Power. The price for Pacific Power to construct the necessary electrical service is $182,617.00, a portion of which may be refunded if other Pacific Power customers utilize the new service extension within the next 5 years. Mill City will cover the ongoing monthly charges for electrical service under a separate project delivery agreement with the county.

Financial Impacts: This is a budgeted expense in the current fiscal year and 5-year CIP Plan utilizing ARPA funds.

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

List of attachments: PW-7202-26

Presenter: Brian Nicholas

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.06.10 08:38:43 -07'00'

Contract Review Sheet

Contract for Services **PW-7202-26**

Title: **Electrical Service for Mill City Wastewater Treatment Plant**

Contractor's Name: **Pacific Power**

Department: **Public Works Department** Contact: **Alicia Jones**

Analyst: **Sabrina Hay** Phone #: **503-373-4320**

Term - Date From: **Execution** Expires: **60 months after service begins**

Original Contract Amount: **$ 182,617.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 182,617.00** Amd% **0%**

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

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

Description of Services or Grant Award

General Service Contract with Pacific Power for a 3-phase industrial electric service for Mill City & Gates Wastewater Treatment Facility. The contract includes these cost elements:

Extension Costs: County must cover $182,617.00 of the construction/improvement cost to bring power to the treatment facility. This amount is due upon contract execution. County is eligible for a refund of a portion of this amount if/when other Pacific Power customers utitlize the new service extension within the next five years.

Monthly Billing: Electrical service for 60 months will begin when construction/improvements are completed and Pacific Power is ready to supply service to the facility. The monthly cost will be determined by usage and will be assigned to Mill City under a separate project delivery agreement when County transfers ownership of the wasterwater treatment facility to the City.

Desired BOC Session Date: **6/24/2026** Contract should be in DocuSign by: **6/3/2026**

Agenda Planning Date **6/18/2026** Printed packets due in Finance: **6/9/2026**

Management Update **6/16/2026** BOC upload / Board Session email: **6/10/2026**

BOC Session Presenter(s) **Brian Nicholas** Code: **Y**

REQUIRED APPROVALS

Sabrina Hay — Sabrina Hay (Jun 16, 2026 12:44:04 PDT) — 06/16/2026

Finance - Contracts — Date

Alicia M Jones — 06/16/2026

Contract Specialist — Date

Scott A. Norris — Scott A. Norris (Jun 17, 2026 14:05:16 PDT) — 06/17/2026

Legal Counsel — Date

Jan Fritz — Jan Fritz (Jun 17, 2026 16:16:31 PDT) — 06/17/2026

Chief Administrative Officer — Date

(OR Apr2026)
Account #:18984779 001
Service ID #:213259729 001
Monthly

Turk DeFord
C/C: 11251
Request #: 7372664
Contract #:

GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
PACIFIC POWER
and
MARION COUNTY

This General Service Contract ("Contract"), dated June 9, 2026, is between PacifiCorp, doing business as Pacific Power ("Company"), and **Marion County** ("Customer"), for electric service for Customer's Waste Water Treatment Plant operation at or near SE Fairview St, Mill City, Oregon.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Rules") and the rules of the Oregon Public Utility Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.

2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 300 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 12 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 12 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.

3. **Extension Costs.** Company agrees to invest $113,453.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of $0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

   X **Refund Option.** The total Customer Advance for this work is $182,617.00, the **balance due is $182,617.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund 25% of the refundable Customer Advance allocable

to the **shared** Improvements for three additional applicants. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within thirty-six (36) months of the additional applicant connecting to the Improvements**.**

___ **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **$250 and waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is $182,367.00**.

4. Contract Minimum Billing. Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) $2,089.51 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 29 and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.

5. Effective. This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.

6. Contract Minimum Billing Term and Termination. This Contract becomes binding when both the Company and Customer have signed it and will remain in effect for five (5) years following the date when the Company is ready to supply service (the "Term").

Following execution of Contract but prior to completion of installation of Company's Improvements, Customer may terminate Contract by notifying Company of their intent to not take service. If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. Upon Customer or Company termination of Contract, Customer shall pay Company costs incurred for design, permitting, surveying, cancelation orders, Improvements installed and other associated Contract costs. Customer's Advance, if any, will be applied to costs incurred, and Customer will promptly pay Company any costs in excess of the Advance upon receipt of notice. If the Advance exceeds the costs incurred, Company will promptly refund the portion of the Advance in excess of costs incurred.

However, if Company has completed installation of Improvements and does not terminate Contract, Customer shall be responsible for paying the Contract Minimum Billing for the full Term irrespective of Customer taking, not taking, or terminating service.

7. Customer Obligations. Customer agrees to:

a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;

b) Prepare the route to Company's specifications;

c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways;

d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company; and,

e) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

9. Underground Facilities. If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this agreement.

10. Design, Construction, Ownership and Operation. The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical

access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

11. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by wire or ACH with remittance detail. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

    The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Oregon Electric Service Rule No. 9.

13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts executed in and to be wholly performed in Oregon by persons domiciled in the State of Oregon. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Oregon, or state courts of the State of Oregon, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Rules, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule.

15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the

Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. **Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**

18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

MARION COUNTY

SEE ATTACHED MARION COUNTY
By SIGNATURE PAGE
signature

Brian Nicholas — NAME (type or print legibly)
Public Works Dir — TITLE

DATE

Customer's Mailing Address for Executed Contract

Marion County
ATTENTION OF

5155 Silverton Rd NE
ADDRESS

Salem, OR 97305
CITY, STATE, ZIP

bnicholas@co.marion.or.us
EMAIL ADDRESS

PACIFIC POWER

By _____
signature

Amanda Koeble — NAME (type or print legibly)
Manager — TITLE

DATE

Pacific Power's Mailing Address for Executed Contract

830 Old Salem Rd
ADDRESS

Albany, OR 97321
CITY, STATE, ZIP

amanda.koeble@pacificorp.com
EMAIL ADDRESS

SIGNATURE PAGE FOR
ELECTRICAL SERVICE FOR MILL CITY WASTEWATER TREATMENT PLANT - PW-7202-26
between
MARION COUNTY and PACIFIC POWER

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Brian Nicholas
Brian Nicholas (Jun 16, 2026 12:47:11 PDT) 06/16/2026
Department Director or designee Date

Authorized Signature: Jan Fritz
Jan Fritz (Jun 17, 2026 16:46:31 PDT) 06/17/2026
Chief Administrative Officer Date

Reviewed by Signature: Scott A. Norris
Scott A. Norris (Jun 17, 2026 14:05:16 PDT) 06/17/2026
Marion County Legal Counsel Date

Reviewed by Signature: Sabrina Hay
Sabrina Hay (Jun 16, 2026 12:44:04 PDT) 06/16/2026
Marion County Contracts & Procurement Date

PACIFIC POWER SIGNATURE

Authorized Signature: _____
Date

Title: _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/24/26

Department: Public Works

Title: Consider an Order Accepting Four Roads into the County Road System

Management Update/Work Session Date: 5/6/26 **Audio/Visual aids** ☐

Time Required: Consent **Contact:** Jill Ogden **Phone:** 503-365-3152

Requested Action:
Adopt the enclosed Board Order accepting four (4) roads into the County Road System in accordance with Oregon Revised Statute (ORS) 368.016.

Issue, Description & Background:
As discussed at the Engineering Standards Work Session on 5/6/2026: The enclosed Board Order accepts into the County Road System three (3) additional local access roads as Phase 2 of a ten year plan to bring more roads under County maintenance and also accepts into the County Road System the re-aligned portion of Hult Road SE.

Financial Impacts:
Cost of maintenance per mile-of-road is dependent on whether a road is paved or unpaved, and the condition of that surface. The 0.58 miles of local access road proposed for acceptance will result in an additional average annual maintenance cost of approximately $11,000. The 0.34 miles of re-aligned Hult Road SE will result in no additional maintenance costs.

Impacts to Department & External Agencies:
Accepting the roads into the County Road System will add 0.58 road miles to be maintained by Public Works.

List of attachments: Board Order

Presenter: Max Hepburn

Department Head Signature: Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2026.06.09 15:32:34 -07'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of acceptance of certain roads into the County Road System.	)	
	)	Public Works
	)	Clerk's File _____

ORDER No. ____

IT APPEARING TO THE MARION COUNTY BOARD OF COMMISSIONERS that on the 24th day of June, 2026, the matter of acceptance of certain roads as identified in the attached Exhibit A and Exhibit B into the County Road System came before this Board for consideration; and

IT APPEARING TO THE BOARD that said roads have been dedicated to the Public; and

IT APPEARING TO THE BOARD that the Director of Public Works has recommended that the Board of Commissioners formally accept these roads as part of the Marion County Road System; and

IT FURTHER APPEARING TO THE BOARD that these roads are both useful and necessary for the general public and should be made part of the Marion County Road System; NOW THEREFORE,

IT IS HEREBY ORDERED that, under the provisions of ORS 368.016, the roads identified in the attached Exhibit A and Exhibit B are hereby accepted as county roads and made a part of the Marion County Road System; and

IT IS FURTHER ORDERED THAT THE DIRECTOR OF PUBLIC WORKS AND THE COUNTY SURVEYOR shall make appropriate map and record changes so as to reflect the changes occasioned by this order.

DATED at Salem, Oregon, this 24th day of June 2026.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

EXHIBIT A

Roads to be Accepted

45th Avenue, NE NCR 3074 Length: 0.22 miles, more or less Right-of-way Width: 60 feet

Location: All that portion of 45th AVENUE N.E. dedicated to the public in the plat of KULEANA ACRES, Volume 20, Page 11 of the Book of Town Plats for Marion County, Oregon. Also, all that portion of 45th AVENUE N.E. dedicated to the public in the plat of KULEANA ACRES ANNEX No. 1, Volume 20, Page 35 of the Book of Town Plats for Marion County, Oregon

Evelyn Avenue, NE NCR 3344 Length: 0.13 miles, more or less Right-of-way Width: 60 feet

Location: All that portion of EVELYN AVE. dedicated to the public in the plat of FOUR CORNER ADDITION, Volume 15, Page 4 of the Book of Town Plats for Marion County, Oregon, which adjoins Blocks 2 and 3 of said FOUR CORNER ADDITION.

Greenlea Way S.E, NE NCR 3249 Length: 0.21 miles, more or less Right-of-way Width: 60 feet

Location: All that portion of GREENLEA WAY S.E. dedicated to the public in the plat of RADELL HEIGHTS, Volume 26, Page 9 of the Book of Town Plats for Marion County, Oregon.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

James S. Hepler

OREGON
JULY 25, 1990
JAMES S. HEPLER
2451

EXPIRES 6-30-27

EXHIBIT B

Road to be Accepted

Hult Road, SE CR 880 Length: 0.34 miles, more or less Right of Way Width: 60 feet

Location: As described and depicted in the Right-of-Way Dedication recorded June 5, 2024, Instrument # 2024-016825.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/24/26

Department: Public Works

Title: Consider an Order Establishing the Policy for Requests by Private Parties to Pave County Maintained Gravel Roads

Management Update/Work Session Date: 5/6/26 **Audio/Visual aids** ☐

Time Required: Consent **Contact:** Jill Ogden **Phone:** 503-365-3152

Requested Action:

Adopt the enclosed Board Order establishing the policy Public Works shall apply when a private party requests to pave a County maintained gravel road.

Issue, Description & Background:

As discussed at the Engineering Standards Work Session on 5/6/2026: Public Works routinely receives requests by private parties wanting to pave County maintained gravel roads. A consistent driving surface is more cost effective for Public Works to maintain. The proposed Board Order will establish that the paving of a County maintained gravel road shall connect into an existing asphalt surface, unless otherwise approved by the County Engineer, and be constructed to County standards under a permit.

Financial Impacts:

None

Impacts to Department & External Agencies:

A consistent driving surface is more cost effective to maintain. Establishing that new privately paved sections of County maintained roads shall connect to an existing paved surface promotes more cost effective maintenance by Public Works.

List of attachments:

Board Order

Presenter:

Max Hepburn

Department Head Signature:

Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2026.06.09 15:31:55 -07'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of establishing the policy for requests by private parties to pave County maintained gravel roads.	)))

ORDER No. ____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, June 24, 2026.

WHEREAS, the County road network contains several gravel roads maintained by the County; and

WHEREAS, the County routinely receives requests by private parties desiring to pave sections of County maintained gravel roads; and

WHEREAS, the County seeks to reduce road maintenance costs where possible by having consistent driving surfaces; now, therefore,

IT IS HEREBY ORDERED that sections of County maintained gravel roads proposed to be paved by a private party shall connect into an existing paved surface, unless otherwise approved by the County Engineer. The work shall be conducted under a permit issued by Public Works, be constructed to current county standards, and pass final inspection. Once the work has passed final inspection the paved surface may be maintained by the county.

DATED at Salem, Oregon, this 24th day of June 2026.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/24/26

Department: Public Works

Title: Proposed Temporary Construction Easement to the City of Salem for the McKay Park Project

Management Update/Work Session Date: 5/19/26 **Audio/Visual aids** ☐

Time Required: Consent **Contact:** Jill Ogden **Phone:** 503-365-3152

Requested Action:
Approve the temporary construction easement authorizing the City of Salem and their contractors to cross the County-owned property until the conclusion of the McKay Park Project.

Issue, Description & Background:
As discussed under the "Other" Agenda item at the May 19, 2026 Management Update: The City of Salem is constructing improvements to McKay Park. The City has requested temporary access over a reserve strip owned by the County from Judy Ave NE to promote a more efficient construction schedule and minimize overlap with the McKay High School school year. Authorizing the City and their contractors to cross this County-owned property requires a temporary construction easement be granted by the County.

Financial Impacts:
None

Impacts to Department & External Agencies:
The City of Salem will construct a temporary construction access and upon completion of the McKay Park Project restore the property to the same or better condition.

List of attachments:
Temporary Construction Easement

Presenter:
Max Hepburn

Department Head Signature:
Brian Nicholas
Digitally signed by Brian Nicholas
Date: 2026.06.09 15:31:12 -07'00'

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that, **Marion County, a municipal corporation and political subdivision of the State of Oregon** hereinafter referred to as Grantor, in consideration of the sum of **Zero Dollars $0.00** and other good and valuable consideration, paid by **City of Salem, an Oregon municipal corporation**, hereinafter referred to as Grantee, does hereby grant, bargain, sell and convey to the Grantee, its successors and assigns, a temporary construction easement for the purpose of providing access off of Judy Avenue during Salem's **McKay Park project** on real property located in Marion County, State of Oregon, and that is more particularly described as follows:

Lot 86, Lombard Addition, as recorded in Volume 18, Page 5 of the Marion County Book of Town Plats, conveyed to Marion County in Volume 704, Page 781 of the Marion County Deed Records. Also see Exhibit Map attached hereto and made a part hereof.

This easement shall become effective from the date of signature and shall continue to the completion of the above stated project, but no later than December 31, 2027. The express purpose of this temporary construction easement is to allow access over the above-described property. Subject to the Oregon Tort Claim Act, ORS 20.360 et seq., Grantee agrees to hold Grantor harmless for all injury to person or property caused by Grantee's use of property for the purposes above described.

The Grantee shall have the right at any time during the easement to enter upon the above described real property for the purpose herein above mentioned. In connection therewith, Grantee may remove any trees, shrubs, brush, paving or other material necessary or convenient to accomplish said purposes. Grantee shall repair any damage to the property caused by Grantee's use for the purpose above described and shall return the property to the condition it was in, or better, as of the date of this temporary construction easement no later than the completion of the above stated project.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hands and seals this 24th day of June 2026.

MARION COUNTY BOARD OF COMMISSIONERS

_____
COMMISSIONER

_____
COMMISSIONER

_____
COMMISSIONER

STATE OF OREGON)
) ss
County of Marion)

This instrument was acknowledged before me on June 24, 2026.

By_____

_____

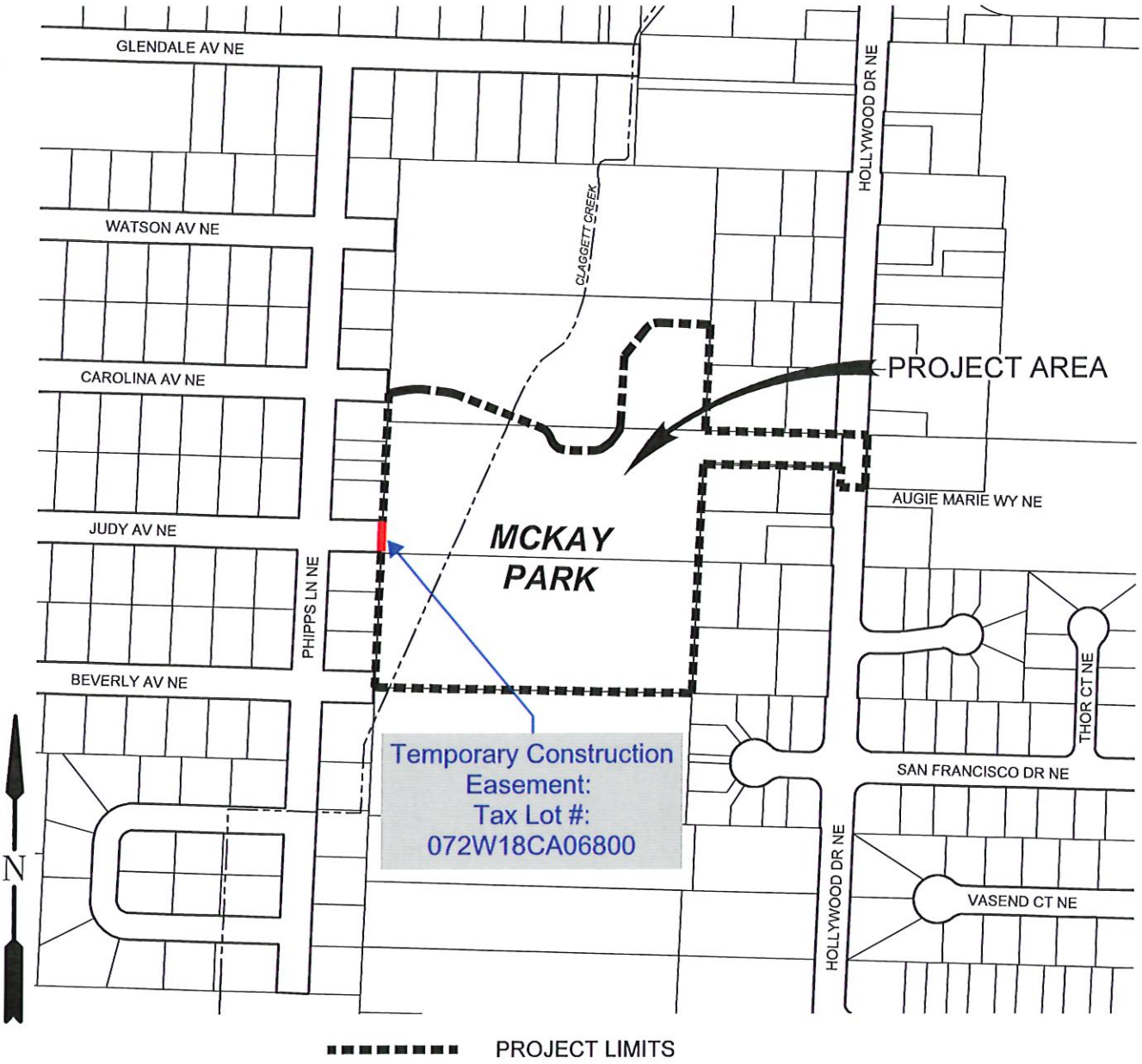
_____

as Marion County Commissioners.

_____
Notary Public for Oregon

PROJECT LOCATION MAP

MCKAY PARK IMPROVEMENTS
PROJECT #722410



Public Works Department
APWA ACCREDITED AGENCY

McKay Park Improvements
Temporary Construction Easement
Judy Avenue NE, Lot 86 Lombard Addition
Marion County Book of Town Plats, Volume 18, Page 5

June 2026

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/24/26

Department: Public Works

Title: Contract PW-4355-21, Amendment 10, Radio Technology Services

Management Update/Work Session Date: 4/30/2026 **Audio/Visual aids** ☐

Time Required: 10 min **Contact:** Brian Nicholas **Phone:** x7943

Requested Action:
Approve Amendment No.10 to Contract PW-4355-21 with Radio Technology Services (RTS) for the Marion County Radio System Project.

Issue, Description & Background:
Marion County Public Works is in the process of replacing the county's aging public safety radio communications infrastructure. The new radio system will be used by the Marion County Sheriff's Office and other county departments, and will have the capacity to serve all first-responder agencies within the county. RTS is Marion County's project manager and technical advisor on this project. The existing RTS contract provides contract capacity for consultant services through design, permitting and detailed review and acceptance of the system design, which is now nearing completion. Amendment 10 updates the hourly billing rates for Project Management services, Technical Field services, Field/Inspection services, and Administrative services.

Financial Impacts:
Amendment 10 will increase the contract not-to-exceed value by $100,000.00, from $960,000.00 to $1,060,000.00. This is a budgeted expense under CIP 22-308.

Impacts to Department & External Agencies:
Completion of the Marion County Radio Project will benefit first responder agencies throughout Marion County and the public at large by providing a resilient communication platform that facilitates interoperability between agencies.

List of attachments: PW-4355-21, Amendment 10

Presenter: Brian Nicholas

Department Head Signature: Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2026.06.01 16:50:29 -07'00'

Contract Review Sheet

Contract for Services **PW-4355-21 - Am10**

Title: **ARPA - Radio Communications Project Management Consultant**

Contractor's Name: **Radio Technology Services**

Department: **Public Works Department** Contact: **Alicia Jones**

Analyst: **Kathleen George** Phone #: **-4388**

Term - Date From: **Execution** Expires: **December 31, 2026**

Original Contract Amount: **$ 190,500.00** Previous Amendments Amount: **$ 769,500.00**

Current Amendment: **$ 100,000.00** New Contract Total: **$ 1,060,000.00** Amd% **456%**

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

Source Selection Method: **20-0261 Multi Step RFP** RFP# **PW930-21**

Description of Services or Grant Award

Project Management consulting svcs for the 2 Radio Communications system capital improvement projects.
Amdt 1 makes some spelling corrections and modifications and reservations to Tasks 1-13. Amdt 2 increases contract from $190,500 to $335,500, and adds tasks 201 (project mgmt), 202 (meetings & presentations, and 203 (oversight of existing radio systems). Amdt 3 - to add ARPA language into contract. Amdt 4 - extend term date to June 30, 2025. Amdt 5 - increases contract amount from $335,500 to $457,555.00. Contract is entering into the RFP phase for design, supply, installation and provisioning of the new radio system. Amdt 6 - increases contract amount from $457,555.00 to $517,555.00. Extension of RFP phase for design, supply, installation and provisioning of the new radio system. Amdt 7 - increases contract amount from $272,445.00, from $517,555.00 to $790,000.00. Next phase of services through design and deployment for RTS to provide contract project management services from RTS for the successful completion of the Project. Amdt 8 - extend term date to June 30, 2026. Amdt 9 - increases the contract by $170,000.00 for a new contract total of $960,000.00 and extends through Dec 31, 2026, for work through construction of site improvements and the installation of radio and microwave systems.

Amdt 10 - updates billing rates and adds an additional $100,000.00 for a new contract total of $1,060,000.00.

Desired BOC Session Date: **6/24/2026** Contract should be in DocuSign by: **6/3/2026**

Agenda Planning Date **6/11/2026** Printed packets due in Finance: **6/9/2026**

Management Update **6/9/2026** BOC upload / Board Session email: **6/10/2026**

BOC Session Presenter(s) **Brian Nicholas** Code: **Y**

REQUIRED APPROVALS

[signature]	06/03/2026	Janet Wilson Janet Wilson (Jun 3, 2026 13:47:54 PDT)	06/03/2026
Finance - Contracts	Date	Contract Specialist	Date
Scott A. Norris Scott A. Norris (Jun 9, 2026 09:26:36 PDT)	06/09/2026	Jan Fritz Jan Fritz (Jun 9, 2026 17:27:01 PDT)	06/09/2026
Legal Counsel	Date	Chief Administrative Officer	Date

AMENDMENT 10 to PW-4355-21
the CONTRACT FOR SERVICES
between
MARION COUNTY and RADIO TECHNOLOGY SERVICES

This is Amendment 10 to the Contract for Services (as amended from time to time, the "Contract"), dated October 18, 2021, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Radio Technology Services, hereafter called Contractor.

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

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is $1,060,000.00 ~~$960,000.00~~.

EXHIBIT A
STATEMENT OF WORK

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is $1,060,000.00 ~~$960,000.00~~.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor $185 ~~$165~~ per hour for Project Manager services, $110 for Technical Field services (RF validation, troubleshooting, system performance), $100 for Field services / Inspection (site walks, installation verification, field coordination), and up to $85 ~~$75~~ for Administrative services, up to but not in excess of $1,055,000.00 ~~$955,000.00~~ for completing all Services required under this Contract.

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

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Brian Nicholas Brian Nicholas (Jun 8, 2026 16:20:18 PDT) 06/08/2026

Department Director or designee Date

Authorized Signature: Jan Fritz Jan Fritz (Jun 9, 2026 17:24:01 PDT) 06/09/2026

Chief Administrative Officer Date

Reviewed by Signature: Scott A. Norris Scott A. Norris (Jun 9, 2026 09:26:36 PDT) 06/09/2026

Marion County Legal Counsel Date

Reviewed by Signature: 06/03/2026

Marion County Contracts & Procurement Date

RADIO TECHNOLOGY SERVICES SIGNATURE

Authorized Signature: _____

Date

Title: _____

PW-4355-21 Am10 ASP Radio Technology Services BOC 6.24.26 v2

Final Audit Report 2026-06-10

Created:	2026-06-03
By:	Kathleen George (kgeorge@co.marion.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtQ7mjicVJ_-LdXczweF9pDuhF5ndyHyb

"PW-4355-21 Am10 ASP Radio Technology Services BOC 6.24.26 v2" History

Document created by Kathleen George (kgeorge@co.marion.or.us)
2026-06-03 - 0:04:11 AM GMT

Document emailed to Janet Wilson (JWilson@co.marion.or.us) for signature
2026-06-03 - 0:07:52 AM GMT

Email viewed by Janet Wilson (JWilson@co.marion.or.us)
2026-06-03 - 0:30:37 AM GMT

Agreement modified by Kathleen George (kgeorge@co.marion.or.us)
2026-06-03 - 8:35:07 PM GMT

Agreement modified acknowledged by Janet Wilson (JWilson@co.marion.or.us)
2026-06-03 - 8:38:48 PM GMT

Agreement modified by Kathleen George (kgeorge@co.marion.or.us)
2026-06-03 - 8:46:38 PM GMT

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2026-06-03 - 8:46:38 PM GMT

Agreement modified acknowledged by Janet Wilson (JWilson@co.marion.or.us)
2026-06-03 - 8:47:33 PM GMT

Document e-signed by Janet Wilson (JWilson@co.marion.or.us)
Signature Date: 2026-06-03 - 8:47:54 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

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2026-06-03 - 8:47:56 PM GMT

Marion County OREGON
Powered by Adobe Acrobat Sign

Document e-signed by Kathleen George (kgeorge@co.marion.or.us)
Signature Date: 2026-06-03 - 10:15:00 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Document emailed to bnicholas@co.marion.or.us for signature
2026-06-03 - 10:15:02 PM GMT

Email viewed by bnicholas@co.marion.or.us
2026-06-08 - 11:20:00 PM GMT

Signer bnicholas@co.marion.or.us entered name at signing as Brian Nicholas
2026-06-08 - 11:20:16 PM GMT

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Signature Date: 2026-06-08 - 11:20:18 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

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Email viewed by snorris@co.marion.or.us
2026-06-09 - 4:21:09 PM GMT

Signer snorris@co.marion.or.us entered name at signing as Scott A. Norris
2026-06-09 - 4:26:34 PM GMT

Document e-signed by Scott A. Norris (snorris@co.marion.or.us)
Signature Date: 2026-06-09 - 4:26:36 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

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2026-06-09 - 4:26:38 PM GMT

Email viewed by jfritz@co.marion.or.us
2026-06-10 - 0:23:35 AM GMT

Signer jfritz@co.marion.or.us entered name at signing as Jan Fritz
2026-06-10 - 0:23:59 AM GMT

Document e-signed by Jan Fritz (jfritz@co.marion.or.us)
Signature Date: 2026-06-10 - 0:24:01 AM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE

Agreement completed.
2026-06-10 - 0:24:01 AM GMT

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/24/2026

Department: Public Works

Title: Longitudinal Pavement Markings on Orville and Vitae Springs Rd

Management Update/Work Session Date: 06/16/26 **Audio/Visual aids** ☐

Time Required: 5 Minutes **Contact:** Carl Lund **Phone:** 503-566-3984

Requested Action:

Approve Public Improvement Agreement No. PW-7181-26 with Specialized Pavement Markings, Inc. in the amount of $187,293.00 for the installation of Longitudinal Pavement Markings on Orville and Vitae Springs Roads.

Issue, Description & Background:

In 2018, ODOT's All Roads Transportation Safety (ARTS) program provided funding to install profiled durable longitudinal striping on Vitae Springs Road and Orville Road. As part of the ARTS agreement, Marion County is required to maintain the durable longitudinal pavement markings for 10 years. In August 2025, Vitae Springs Rd and Orville Rd were chip sealed as part of on-going road preservation operations and temporary paint striping was installed.

This Contract work includes installation of durable longitudinal pavement markings (120 mil profiled thermoplastic) and Bi-Directional Yellow Type IAR raised pavement markers (RPM) on Orville Rd. S. and Vitae Springs Rd. S.

Financial Impacts:

Specialized Pavement Markings, LLC was the successful contractor for a contract amount of $187,293.20; to restore the durable longitudinal pavement markings.

Impacts to Department & External Agencies:

List of attachments: Contract PW-7181-26

Presenter: Carl Lund

Department Head Signature: Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2026.05.26 20:55:25 -07'00'

Contract Review Sheet

Public Improvement Agreements **PW-7181-26**

Title: **ITB-Longitudinal Pavement Markings on Orville Rd/Vitae Springs Rd**

Contractor's Name: **Specialized Pavement Marking, LLC**

Department: **Public Works Department** Contact: **Traci Clarke**

Analyst: **Kathleen George** Phone #: **503-365-3100**

Term - Date From: **Execution** Expires: **June 30, 2027**

Original Contract Amount: **$ 187,293.20** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 187,293.20** Amd% **0%**

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

Source Selection Method: **40-0200 Invitation to Bid - Public Improvement** ITB# **PW1802-26**

Description of Services or Grant Award

In 2018, ODOT's All Roads Transportation Safety (ARTS) program provided funding to install profiled durable longitudinal striping on Vitae Springs Road and Orville Road. As part of the ARTS agreement, Marion County is required to maintain the durable longitudinal pavement markings for 10 years. In August 2025, Vitae Springs Rd and Orville Rd were chip sealed as part of on-going road preservation operations and temporary paint striping was installed.

This Contract work includes installation of durable longitudinal pavement markings (120 mil profiled thermoplastic) and Bi-Directional Yellow Type IAR raised pavement markers (RPM) on Orville Rd. S. and Vitae Springs Rd. S.

On April 20th, 2026, this project was advertised to bid, the bid opening was held May 5th, 2026, One bidder submitted a responsible bid submittal; Specialized Pavement Markings for $187,293.20.

Desired BOC Session Date: **7/1/2026** Contract should be in DocuSign by: **6/10/2026**

Agenda Planning Date **6/18/2026** Printed packets due in Finance: **6/16/2026**

Management Update **6/16/2026** BOC upload / Board Session email: **6/17/2026**

BOC Session Presenter(s) **Carl Lund** Code: **Y**

REQUIRED APPROVALS

	05/29/2026	Traci Clarke	05/29/2026
Finance - Contracts	Date	Contract Specialist	Date
	06/02/2026	Jan Fritz Jan Fritz (Jun 4, 2026 09:05:19 PDT)	06/04/2026
Legal Counsel	Date	Chief Administrative Officer	Date

CONSTRUCTION CONTRACT PW-7181-26

This Contract made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and, Specialized Pavement Markings , LLC., hereinafter called the "Contractor" for the Project entitled: **LONGITUDINAL PAVEMENT MARKINGS ON ORVILLE RD. S. / VITAE SPRINGS RD**

WITNESSETH

Contractor, in consideration of the sum of **$187,293.20** (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. 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 the County.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

1. Contract Exhibits. This Contract includes the following exhibits, each of which are incorporated into this Contract and by this reference are made a part hereof as though fully set forth herein:
   Exhibit A – BID SCHEDULE
   Exhibit B – BID CERTIFICATION
   Exhibit C – PERFORMANCE BOND
   Exhibit D – LABOR AND MATERIALS PAYMENT BOND
   Exhibit E – DRUG & ALCOHOL TESTING POLICY CERTIFICATION
   Exhibit F – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
   Exhibit G – PROJECT WAGE RATES
   Exhibit H – **RESERVED**
   Exhibit I – SPECIAL PROVISIONS
   Exhibit J – PLANS AND DRAWINGS
   Exhibit K – GENERAL CONDITIONS FOR CONSTRUCTION FOR MARION COUNTY (v2024)
   Exhibit L – INVITATION TO BID AND INVITATION TO BID ADDENDUM #1 THROUGH #2.
   In the event of a conflict between two or more provisions within any of the documents comprising this Contract, the language in the provision with the highest precedence will control. The precedence of each of the documents comprising this Contract is as follows, listed from highest precedence to lowest precedence: (1) this Contract without exhibits, (2) Exhibit I, (3) Exhibit K, (4) Exhibit G, (5) Exhibit L, (6) Exhibit J, (7) Exhibit A, (8) Exhibit B, (9) Exhibit C, (10) Exhibit D, (11) Exhibit E, (12) and (13) Exhibit F.

2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

3. 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.

4. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5. Contractor shall indemnify, defend, save and hold harmless the County and its officers, employees, agents and volunteers, the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation 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 Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the Contractor and subcontractor from and against any and all Claims.

   Any such indemnification shall also provide that neither Contractor and subcontractor nor any attorney engaged by Contractor and subcontractor shall defend any claim in the name of Marion County or the State of Oregon or any 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 of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, or the Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense.

6. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

7. THAT in consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.

8. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.

9. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.

10. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.

11. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

    a. Compliance with Regulations.

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination.

The Contractor, with regard to the Work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by County or the Oregon Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, County and the Oregon Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate including, but not limited to:

i. Withholding of payments to the contractor under the Contract until the Contractor complies, and/or;
ii. Cancellation, termination, or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions.

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by state or federal Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as Marion County may direct as a means of enforcing such provisions including sanctions for noncompliance.

g. Independent Contractor.

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the 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. Notwithstanding the preceding sentence, County reserves the right to determine schedule for the work to be performed and to evaluate the quality of the

completed performance. 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.

h. Governing Law and Venue.

Any dispute between the County and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute 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 be construed as a waiver by County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals below.

MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: Brian Nicholas Brian Nicholas (Jun 2, 2026 13:17:49 PDT) 06/02/2026
Department Director or designee Date

Authorized Signature: Jan Fritz Jan Fritz (Jun 4, 2026 09:05:19 PDT) 06/04/2026
Chief Administrative Officer Date

Reviewed by Signature: 06/02/2026
Marion County Legal Counsel Date

Reviewed by Signature: 05/29/2026
Marion County Contracts & Procurement Date

Specialized Pavement Markings, LLC. - CONTRACTOR SIGNATURE

Authorized Signature: _____
Date

Title: _____

Exhibit L

MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

THE CONSTRUCTION OF

LONGITUDINAL PAVEMENT MARKINGS
ON
ORVILLE RD. S. / VITAE SPRINGS RD. S.
FROM RIVER RD. S. TO SKYLINE RD. S.

MARION COUNTY, OREGON

Bid Publication Date: April 20, 2026

Bid Opening: May 5th, 2026

MARION COUNTY BID #: PW1802-26

OREGONBUYS BID SOLICITATION #: S-C25102-00016655

ONEOFFICE NO. 2026-701
ACCOUNTING PROJECT NO. 106450

MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Kevin Cameron	Commissioner
Colm Willis	Commissioner

Brian Nicholas, Director of Public Works



EXPIRES: 12/31/2026

Electronic copies of this Invitation To Bid and attachments, if any, can be obtained from the Marion County Procurement Portal at the URL:

https://contracts.co.marion.or.us/gateway/

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Exhibit L

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Exhibit L

INTRODUCTION

1.1 Description of Work

Work includes installation of durable longitudinal pavement markings (120 mil profiled thermoplastic) and Bi-Directional Yellow Typo IAR raised pavement markers (RPM) on Orville Rd. S. and Vitae Springs Rd. S. as called for in the Plans and Specifications, and such Incidental Work as requested by the Engineer. Both roads were chip sealed in August 2025, 2 coats of centerline paint and 1 coat of edge line paint were installed. Contractor shall match existing pavement markings. The estimated project cost range is $200,000 to $300,000.

1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Marion County at least five days prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement.

1.3 Time, Place and Methods of Receiving Bids

Submit electronic bids as specified in Special Provisions 00120.45 by 2:00 p.m. on May 5th, 2026. Bids will be considered time-stamped and received by the County at the time they are uploaded to the Procurement Collaboration Portal at: https://contracts-marioncountygcc.msappproxy.net/gateway/.

It is the Bidder's responsibility to ensure that bids are received by the County prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

PUBLIC BID OPENING
Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon. Bids for the work described above will be opened and read virtually by the Single Point of Contact on Tuesday, May 5th, 2026, at 2:00 pm, immediately following Bid Closing. A Microsoft Teams meeting will be held at 2:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link Longitudinal Pavement Markings.

Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at https://oregonbuys.gov/bso/ under the solicitation number listed above.

1.4 Revision or Withdrawal of Bids

Refer to section 00120.60 of the General Conditions for Construction for Marion County.

1.5 Time for Completion of Work

Complete all Work no later than September 30, 2026. (See Special Provision 180.50(h)).

Recording of the elapse of Calendar Days, if specified, will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

1.6 Funding

This project is Locally funded.

Exhibit L

1.7 Project Information

Information pertaining to this Project may be obtained from the following person at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Traci Clarke	503-365-3100	PWcontracts@co.marion.or.us

1.8 Bid Guarantee

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid per 00120.40(e).

The county shall return the bid security to all bidders upon the execution of the contract. The county shall retain bid security if a bidder who is awarded a contract fails to promptly and properly execute the contract.

1.9 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2024 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at: https://www.oregon.gov/odot/Business/Pages/Standard_Specifications.aspx

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County (v2024), Part 00100, available for download on the Marion County website at: https://www.co.marion.or.us/PW/Engineering/Pages/default.aspx.

The Special Provisions applicable to the Work on this Project are enclosed in this Invitation To Bid (ITB). The Special Provisions shall be understood to supersede the Standard Specifications and General Conditions by modification and/or supplement. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or General Conditions bearing like numbers.

1.10 Prevailing Wage Rate Requirements

This Project is subject to Oregon prevailing wage rate law (BOLI), and any amendments in effect at the time of solicitation. The existing State prevailing wage rates last published at least 10 Calendar Days prior to the Bid Closing apply to this Project, unless modified by Addendum.

1.11 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package as **one pdf file:**

- Bid Schedule – Attachment A
- Bid Certification – Attachment B
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e)) – Attachment C
- Drug and Alcohol Testing Policy Certification – Attachment D

NOTE: All mandatory submission forms must be combined and submitted as one pdf file.

In addition – please upload the excel Bid Schedule (Attachment A), excel version takes precedence.

The following form must be completed, signed and returned within two (2) hours of the Bid Closing:

- First-Tier Subcontractor Disclosure Form – Attachment E

The County may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The County reserves the right to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

1.12 Bid Evaluation

The County will perform an analysis of the bids to determine if any significantly unbalanced items are to the detriment of the County per Section 00120.70 of the General Conditions. The County reserves the right to reject any such bid that is mathematically and materially unbalanced. A materially unbalanced bid is when the County determines that an award to the Bidder submitting a mathematically unbalanced bid likely will not result in the lowest ultimate cost to the County.

1.13 Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith unless commenced within one (1) year of the Final Acceptance of Work under this Contract. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

1.14 Contract Expiration Date

Contract 2026-701 expires on June 30, 2027.

Marion County
OREGON

ADDENDUM #1
TO THE
INVITATION TO BID
PW1802-26 - ITB-LONGITUDINAL PAVEMENT MARKINGS ON ORVILLE RD/VITAE SPRINGS RD
ISSUED ON 4/20/2026 9:00:00 AM

The following information in this addendum, hereby become part of Invitation to Bid. It is essential that all prospective Offerors note the content of this Addendum.

Remove and Replace: Remove Special Provisions entirely, and replace with Special Provisions.1

Exhibit L

Marion County
OREGON

ADDENDUM #2
TO THE
INVITATION TO BID
PW1802-26 - ITB-LONGITUDINAL PAVEMENT MARKINGS ON ORVILLE RD/VITAE SPRINGS RD
ISSUED ON 4/28/2026 9:00:00 AM

The following information in this addendum, (new language is indicated by underlining and deleted language is indicated by ~~strikeout~~) hereby become part of the Invitation to Bid. It is

A. Essential that all prospective Offerors note the content of this Addendum.

Section 1.3 Time, Place and Methods of Receiving Bids
Submit electronic bids as specified in Special Provisions 00120.45 by 2:00 p.m. on Tuesday May 5th, 2026. ~~April 30th, 2026~~. Bids will be considered time-stamped and received by the County at the time they are uploaded to the Procurement Collaboration Portal at:

https://contracts-marioncountygcc.msappproxy.net/gateway/.

It is Bidder's responsibility to ensure that bids are received by the County prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

B. Remove and Replace: Replace the Bid Schedule entirely.

EXHIBIT A – BID SCHEDULE

Exhibit A

BID SCHEDULE - REVISION 1

Marion County Public Works

Longitudinal Pavement Markings on Orville Rd S & Vitae Springs Rd S

Marion County Bid Solicitation #: PW1802-26

OregonBuys Bid Solicitation #: S-C25102-00016655

ONEOFFICE #: 2026-701

Bidder's Company Name: **Specialized Pavement Marking, LLC**

PROJECT - ORVILLE RD S - VITAE SPRINGS RD S

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100	MOBILIZATION	1	Lump Sum	$9,000.00	$9,000.00
0221-0101	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	Lump Sum	$28,500.00	$28,500.00
0222-0164	PORTABLE CHANGEABLE MESSAGE SIGNS	2	Each	$2,850.00	$5,700.00
0223-0168	FLAGGERS	120	Hour	$105.00	$12,600.00
0223-0168	FLAGGER STATION LIGHTING	2	Each	$500.00	$1,000.00
0223-0172	PILOT CARS	80	Hour	$125.00	$10,000.00
0855-0103	BI-DIRECTIONAL YELLOW TYPE IAR MARKERS	1,050	Each	$8.00	$8,400.00
0865-0116	THERMOPLASTIC, EXTRUDED, SURFACE PROFILED, 120 MILL WITH 1/2" BUMPS	83,032	Foot	$1.35	$112,093.20
	ONEOFFICE 2026-701 - PROJECT TOTAL				**$187,293.20**
	ONEOFFICE 2026-701 - TOTAL EXTENSION				**$187,293.20**

EXHIBIT B- BID CERTIFICATION

The Honorable Board of
County Commissioners
Marion County Courthouse
Salem, Oregon 97301

Commissioners:

The Undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein; that this Bid Certification is in all respects fair and without fraud; that it is made without collusion with any official or employee of the County, and without any connection or collusion with any person making another certification on this Contract.

The Bidder also certifies to the following:

A. Noncollusion:

- The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.
- Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.
- The Bidder understands and acknowledges that the above representations are material and important and will be relied on by Marion County, in awarding the contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this Certification is and shall be treated as fraudulent concealment from Marion County, of the true facts relating to the submission of bids for this contract.

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this Certification; and

- Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this Certification, the prospective primary participant shall attach an explanation to this Bid.

List exceptions in writing on one or more pages, as necessary, with the heading, "Certification Exceptions, Bid Insert," and attach all pages to this Bid Certification. For each exception noted, indicate to whom the exception applies, initiating agency, and date(s) of action.

C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal agency, 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 Federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to the ODOT Procurement Office - Construction Contracts Unit, MS# 2-2, 3930 Fairview Industrial Drive SE, Salem, Oregon 97302-1166. Copies of Standard Form-LLL are available at the above location.

- 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.

- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco

Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

- Pursuant to ORS 279C.505(2), that the bidder has an employee drug testing program in place, and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of contract.

F. Nondiscrimination:

- Pursuant to ORS 279A.110, that the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement project if the County finds that the Bidder has violated subsection (1) of ORS 279A.110.

G. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

H. Incorporation of All Addenda:

- The Bidder has incorporated into this Bid all Addenda issued for this Project.
- The Bidder understands and acknowledges that the County will provide all Addenda only by publishing them on the OregonBuys website. Addenda may be downloaded from the OregonBuys website.
- The Bidder shall be responsible for diligently checking the OregonBuys website for Addenda. Bidders should check the web site at least weekly until one (1) week prior to the designated time to receive bids and daily thereafter.
- By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the State, County, the County's governing commission and its members, and their officers, agents, and employees that may arise out of the Bidder's failure to access all Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

The Bidder declares that the Bidder has carefully examined the Specifications and other proposed Contract Documents; that the Bidder personally has made an examination of the site of the proposed Work and has made the necessary investigations to determine the conditions to be encountered independently of the indications in the Specifications. The applicable Standard Specifications, General Conditions, Special Provisions, and other Contract Documents bound herewith are by reference a part of this Bid Certification.

The Bidder agrees to accept as full payment for the Work herein proposed or the materials to be furnished the amount computed as determined by the provisions of this Invitation To Bid and based on the following Bid Certification, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: $ 180 Million . The Bidder declares the portion of this amount which remains available at time of completion of this form is $ Approx. $120 Million .

The Bidder further agrees that the provisions required by ORS 279C.840 shall be included in the Contract.

Exhibit B

The bidder is prequalified on the Oregon Department of Transportation (ODOT) list for the Work categories requested for this Project.

Acknowledgement of receipt of addenda:

No. 1 **Date:** 4/20/2026
No. 2 **Date:** 4/28/2026
No. ____ **Date:** ____
No. ____ **Date:** ____
No. ____ **Date:** ____

[The remainder of this page intentionally left blank.]

Exhibit B

Experience / References

The information on this form may be utilized by Marion County to consider whether a Bidder has met the standards of responsibility set forth in ORS279C.375.

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1

Location (city/state)	Tigard, Oregon
Owners Name	City of Tigard
Type of Work	Various Pavement Markings
% Completed	100%
Estimated Completion Date	10/29/2025

Contract #2

Location (city/state)	West Linn, Oregon
Owners Name	City of West Linn
Type of Work	Various Pavement Markings
% Completed	100%
Estimated Completion Date	10/8/2025

Contract #3

Location (city/state)	Hillsboro, Oregon (and surrounding areas)
Owners Name	Washington County, OR
Type of Work	Various Pavement Markings
% Completed	100%
Estimated Completion Date	6/26/2025

References – minimum of two project owner references and two subcontractor references.

#1 Project Owner Reference

Reference Name	Nick Stroberger
Business or Employer	Washington County Road Dept.
Telephone	503-846-7622
Project Name/$ Amount	2025: $1Million

#2 Project Owner Reference

Reference Name	Darren Jackson
Business or Employer	ODOT
Telephone	503-666-9391
Project Name/$ Amount	Multiple Projects Annually: Various $ Amounts

#1 Subcontractor Reference

Reference Name	Mandy or Randy
Business or Employer	D & H Flagging
Telephone	503-232-2488
Project Name/$ Amount	Various Projects Annually - 2025: $65K

#2 Subcontractor Reference

Reference Name	Lesli Bartlett
Business or Employer	JBL Signs & Striping
Telephone	541-744-8041
Project Name/$ Amount	Various Projects Annually - 2025: $64K

Exhibit B

The name of the Bidder who is submitting this Bid Certification is:

Company: Specialized Pavement Marking, LLC
(Print or Type)

Address: 11095 SW Industrial Way
(Print or Type)

City, State Zip Tualatin, OR 97062
(Print or Type)

which address is the address to which all communications considered with this Bid Certification and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid and Bid Certification or of the partners, if the Bid Certification is submitted by a partnership, or of all persons interested in this Bid Certification as principals, are as follows:

Dated this 4th day of May, 2026.

Construction Contractor's
Board Registration Number

238621

Specialized Pavement Marking, LLC
Firm Name

Signature of Bidder

Mark Price
Name Print or Type

President
Title Print or Type

Telephone No. 503-385-0420

Email Address: mark.price@spmnw.com

Tax ID # 91-1854057

Business Organization: (Check one)

☐ Corporation ☒ Limited Liability Company ☐ Joint Venture

☐ Partnership ☐ Sole Proprietorship ☐ Other _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Specialized Pavement Marking, LLC hereinafter called the Principal, and Ascot Surety & Casualty Company, a Corporation organized and existing under and by virtue of the laws of the state CO duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the sum of Ten Percent of the Total Amount Bid Dollars ($ 10% T.A.B), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for Construction of Longitudinal Pavement Markings on Orville Rd. S./Vitea Springs Rd. S. From River Rd. S. to Skyline Rd. S. said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the County the sum as liquidated damages.

Signed and sealed this 23rd day of April, 20 26.

SPECIALIZED PAVEMENT MARKING, LLC LIMITED LIABILITY COMPANY SEAL 2021 DELAWARE

Specialized Pavement Marking, LLC
Principal

By: Mark Price, President

Ascot Surety & Casualty Company
Surety

By: KD Wapato
Attorney-in-Fact

A certified copy of the Agent's Power-of-Attorney must be Attached hereto.

Ascot Surety & Casualty Company
Ascot Insurance Company
55 W 46th Street, 26th Floor
New York, NY 10036

Power of Attorney

KNOW ALL MEN BY THE PRESENTS:
That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Marina Tapia, Edward C. Spector, Ethan Spector, B. Aleman, Sandra Corona, Aidan Smock, D. Garcia, Sarah Campbell, Jennifer Ochs, Erin Brown, Jaren A Marx, Rachel A Mullen, Michelle Haase, Simone Gerhard, Alysha Mendoza and KD Wapato

of Los Angeles, CA (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed $50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 23rd day of April, 2026.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

All Claims Notices should be sent to Ascot Surety & Casualty Company 55 W 46th St, 26th Floor, New York NY 10036: Attention Surety Claims suretyclaims@ascotgroup.com

Exhibit C

Bond No. SURU2210013767

PERFORMANCE BOND
(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned Specialized Pavement Marking, LLC as PRINCIPAL (hereinafter called CONTRACTOR), and Ascot Surety & Casualty Company a corporation organized and existing under and by virtue of the laws of the state of Colorado duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of One Hundred Eighty-Seven Thousand Two Hundred Ninety-Three Dollars and 20/100 Dollars ($187,293.20) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated _____, 20____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Longitudinal Pavement Markings on Orville Rd S & Vitae Springs Rd S Marion County Procurement Portal Solicitation No PW1802-26 OregonBuys Solicitation No S-C25102-00016555, OneOffice No 2026-701.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect until the expiration of any statutes of limitation or ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later.

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for Longitudinal Pavement Markings on Orville Rd S & Vitae Springs Rd S are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Longitudinal Pavement Markings on Orville Rd S & Vitae Springs Rd S or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Longitudinal Pavement Markings on Orville Rd S & Vitae Springs Rd S or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY, its respective heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of May, 20 26.

Ascot Surety & Casualty Company	Specialized Pavement Marking, LLC
SURETY	CONTRACTOR
By:	By:
Title: Doritza Mojica, Attorney-in-Fact	Title: District Manager
P.O. Box 2240	11095 SW Industrial Way
Street Address	Street Address
Ridgeland MS 39158	Tualatin OR 97062
City State ZIP	City State ZIP
(646) 356-8101	503-885-0420
Phone Number	Phone Number

Exhibit D

Bond No. SURU2210013767

LABOR AND MATERIALS PAYMENT BOND
(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Specialized Pavement Marking, LLC as PRINCIPAL and Ascot Surety & Casualty Company a corporation organized and existing under and by virtue of the laws of the state of Colorado, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY and ODOT, as duel OBLIGEE, in the sum of One Hundred Eighty-Seven Thousand Two Hundred Ninety-Three and 20/100 Dollars ($ 187,293.20) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated _____, 20___, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Longitudinal Pavement Markings on Orville Rd S & Vitae Springs Rd S Marion County Procurement Portal Solicitation No. PW1802-26 OregonBuys Solicitation No. S-C25102-00016655, OneOffice No. 2026-701

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid _____, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, until the expiration of any statutes of limitation or ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600 to 279C.620.

2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Longitudinal Pavement Markings on Orville Rd S & Vitae Springs Rd S or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Longitudinal Pavement Markings on Orville Rd S & Vitae Springs Rd S or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of May, 2026.

Ascot Surety & Casualty Company	Specialized Pavement Marking, LLC
SURETY	CONTRACTOR
By:	By:
Title: Doritza Mojica, Attorney-in-Fact	Title: District Manager
P.O. Box 2240	11095 SW Industrial Way
Street Address	Street Address
Ridgeland, MS 39158	Tualatin, OR 97062
City, State Zip	City, State Zip
(646) 356-8101	503-885-0420
Phone Number	Phone Number

Ascot Surety & Casualty Company
Ascot Insurance Company
1020 Highland Colony Parkway, Suite 700
Ridgeland, MS 39157

Power of Attorney

KNOW ALL MEN BY THE PRESENTS:
That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Jonathan Gleason, Doritza Mojica, Connor Wolpert, Michelle Anne McMahon, Ashley Alexis, and Malerie Janet Williams

of Hartford, CT (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed $100,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:
RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;
RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 13th day of March 2025.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 13th day of March 2025, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 27th day of May, 2026.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

EXHIBIT E- DRUG & ALCOHOL TESTING POLICY CERTIFICATION

Has your firm established and implemented a drug and alcohol policy and testing program that complies with ORS 279C.505 for public improvement contracts?

____X____ Yes _____ No

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name Specialized Pavement Marking, LLC

Name/Title Mark Price. President

Address 11095 SW Industrial Way, Tualatin, OR 97062

Signature 

Date 5/4/2026

EXHIBIT F – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

Submittal of the First-Tier Subcontractor Disclosure Form is mandatory for all public improvement project bids estimated to exceed $100,000. Submit the First-Tier Subcontractor Disclosure Form in one of the following manners:

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid and submitting it, in PDF format, together with the Bid documents to the County's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink, and submitting it separately, in PDF format, to the "My Company Info" page within the County's Procurement Collaboration Portal; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on Longitudinal Pavement Markings (see Invitation To Bid cover page).

Instructions for First-Tier Subcontractor Disclosure

Use the First-Tier Subcontractor Disclosure Form to disclose all subcontracts included in the Bid that are equal to or greater than the following:

1. Five percent (5%) of the total project Bid or $15,000, whichever is greater, or
2. $350,000 regardless of the percentage of the total project Bid

Disclose the following information for each subcontractor:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If your Bid includes no subcontractors or if your Bid includes no contracts that are equal to or greater than the disclosure criteria, above, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE COUNTY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

EXHIBIT F

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name LONGITUDINAL PAVEMENT MARKINGS ON ORVILLE RD. S. / VITAE SPRINGS RD.

ECMS Contract # Marion County Bid #PW1802-26 / OregonBuys #S-C25102-00016655

Bid Opening Date 5/5/2026

Name of Bidding Contractor Specialized Pavement Marking, LLC

☒ *CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).*

FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
None.	
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

EXHIBIT G

PROJECT WAGE RATES

Minimum Wage Requirements - This Project is subject to State prevailing wage rate requirements. Not less than the existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

Applicable Wages - Prevailing wage rates published in the wage determinations and any applicable modifications or amendments apply to this Project and are incorporated by reference:

(1) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts in Oregon".

The applicable State prevailing wage rates last published prior to the time of Bid Opening, which is stated on the Invitation to Bid, apply to this Project.

Wage Rates are Internet-Accessible - The BOLI wage rates can be found on the Oregon Bureau of Labor and Industries website at: https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx.

Wage Rates are Subject to Change - Modifications or amendments to BOLI wage rates applicable to this Project may occur at any time before Bid Opening. Bidders are responsible to monitor the respective web page for modifications and amendments up until Bid Opening.

EXHIBIT I

SPECIAL PROVISIONS.1

PART 00100 – GENERAL CONDITIONS

Replace "PART 00100 – GENERAL CONDITIONS" of the 2024 Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v2024, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at http://www.co.marion.or.us/PW/Engineering and included in these Special Provisions by reference.

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFFINITIONS

Comply with Section 00110 of the General Conditions modified as follows.

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

www.atssa.com

- NTMAG - Nonfield-Tested Materials Acceptance Guide
  https://www.oregon.gov/odot/Construction/Documents/NTMAG_202401.pdf
- QPL - Qualified Products List
  www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- Connex
  https://connex.rtvision.com/contracts/awarded
- Marion County General Conditions for Construction
  www.co.marion.or.us/PW/Engineering/Pages/default.aspx
- OregonBuys
  https://oregonbuys.gov/bso/

00110.10 Abbreviations – Add the following paragraph at the end of this subsection:

Delete the following paragraph:

DBE – Disadvantaged Business Enterprise

00110.20 Definitions – Add the following paragraphs to the end of this subsection:

Materially Unbalanced Bid - A Bid which generates a reasonable doubt that Award to the Bidder submitting a Mathematically Unbalanced Bid will result in the lowest ultimate cost to the Agency.

Mathematically Unbalanced Bid - A Bid containing lump sum or unit Pay Items (bid items) which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs and other indirect costs.

Pedestrian Accessible Route - An area for the use of pedestrians to navigate along sidewalks, driveways, curb ramps, crossings, and pedestrian facilities.

Pedestrian Channelizing Device - Devices used for channelizing pedestrians along a Temporary Pedestrian Accessible Route.

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions modified as follows:

00120.00 Prequalification of Bidders – Replace the first sentence with the following:

For this project the Agency requires contractors to be prequalified with the Oregon Department of Transportation (ODOT), which will prequalify bidders according to ODOT's Oregon Administrative Rules and prequalification procedures.

00120.40(f) Disclosure of First-Tier Subcontractors – Replace the paragraph beginning "If no subcontracts subject to the above…" with the following paragraph:

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. Failure to submit a form or submission of a form that does not include the information required by ORS 279C.370 for each Subcontractor listed, specifically the name of each Subcontractor, the dollar amount of each subcontract and the category of Work that each Subcontractor will perform, will result in the rejection of the Bid. The Agency is not required to determine the accuracy or the completeness of the Subcontractor disclosure. See ORS 279C.370 and OAR 731-005-0420.

00120.70 Rejection of Nonresponsive Bids – Delete the following bullet:

- The Bidder has not complied with the DBE requirements of the solicitation.

Replace the bullet beginning " The Agency determines . . . " with the following bullet:

- The Bid is found to be Mathematically Unbalanced and Materially Unbalanced.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions modified as follows:

00130.00 Consideration of Bids - Replace the paragraph that begins "The Agency reserves…" with the following paragraph:

The Agency reserves the right to waive minor informalities and irregularities, seek clarification of any Bid or response that, in its sole discretion, it deems necessary or advisable, and to reject any Bids for irregularities under 00120.70 or all bids for good cause after finding that it is in the public interest to do so (ORS 279C.395). The Agency may correct obvious clerical errors, when the correct information can be determined from the face of the documents, if it finds that the best interest of the Agency and the public will be served thereby.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the General Conditions modified as follows:

00150.23 Electronic Submittals and Requests for Information –The contractor shall create a free account in the Agency's Construction Management program at https://connex.rtvision.com/contracts/awarded

The instructions to set up the account are available at:

Creating a ConneX Account - bidVAULT and ConneX - RTVision Wiki

Each organization can have multiple accounts under that organization. Once contractors add their organization, we will link them to the existing organizations already setup in our site/database and linked to active contracts since we have migrated data to 'connect'. Access to add submittals/RFIS is all done from the ConneX link above.

00150.50(f) Utility Information – Contractor is responsible to follow rules adopted by the Oregon Utility Notification Center, as set forth in OAR 952-001-0010 through OAR 952-001-0090

There are no anticipated utility conflicts.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the General Conditions modified as follows:

0170.08 Electronic Document Management - The requirements of this Subsection do not apply to claims. Claims must be submitted on paper documents according to Section 00199.

The contractor shall create a free account in the Agency's Construction Management program, ConneX, at their website (see 00110.05(e)). The instructions to set up the account can be found there.

Each organization can have multiple accounts under that organization. Once contractors add their organization, the Agency will link them to their active contracts Material submittals, requests for information (RFIS), certified payroll, and civil rights submittals will all be done from the ConneX link site.

Following Notice to Proceed, the Contractor shall submit all documents for this Contract to the Agency in an electronic format using ConneX. No paper documents, faxes or other similar paper methods or media are permitted, unless otherwise allowed or directed by the Engineer. The Contractor shall be solely responsible for submitting documents to the Agency using ConneX for itself and for Subcontractors, Suppliers, vendors and other third parties. Only documents submitted by the Contractor and recorded in ConneX as received will be considered valid and received by the Agency.

Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

By submitting documents that originate from the Contractor to the Agency using ConneX, the Contractor is certifying that the documents are true and accurate and that if the document was required to be signed, it has been signed by a person with appropriate authority. By submitting documents to the Agency using ConneX that originate from a Subcontractor, Supplier, vendor, manufacturer or other third party, the Contractor is certifying that the documents are a true and complete copy of the documents the Contractor received, that if the document was required to be signed, it has been signed, and that the Contractor does not know, nor does it have reason to believe, that the documents are not true and accurate or signed by a person without appropriate authority.

In the event of a conflict between this Subsection and the Standard Specifications or other Special Provisions, this Subsection shall control except for 00199.30.

Costs associated with obtaining and maintaining access to ConneX and the use of ConneX are Incidental to Mobilization.

Failure to submit documents electronically, as required by this Subsection, may result in payments being withheld according to 00195.50(e).

The Contractor shall be responsible for causing access to ConneX to be disabled for any Entity or individual that is no longer assigned, employed or under contract in relation to the Project or whose access is to be disabled due to improper activity. The Contractor's obligation to disable access applies to its own officers, employees and agents and to all Subcontractors, Suppliers, vendors and other third parties and their respective officers, employees and agents.

The Agency reserves the right to suspend or disable, or cause to be suspended or disabled, the access to ConneX for any Entity or individual at any time.

Use and access for ConneX is provided "as is". The Agency does not warrant that access to or functioning of ConneX will be error free, uninterrupted or meet the Contractor's needs. The Agency is not responsible for any damage that may occur due to error, omission, lack of timeliness or other malfunction of ConneX or its supporting systems. The Agency disclaims all liability arising from interference or interruption, viruses, telephone faults, malicious damage by anyone, electronic system downtime, overloading of the Internet or sites or any cause beyond the control of the Agency. The Agency reserves the right to temporarily suspend or cause to be suspended access to ConneX, without notice, because of maintenance, repair or any other reason deemed necessary for the proper functioning of ConneX by the Agency or RTVision.

In no event shall the Agency or its members, officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs or expenses, including but not limited to attorney fees, of whatsoever nature, resulting from or arising out of the use of ConneX by the Contractor or their respective officers, employees or agents.

The Contractor's indemnification, defense and hold harmless obligations under the Contract shall apply to the terms, conditions and requirements of 00170.08 and to use of ConneX and the acts, errors and omissions of the Contractor and its officers, employees and agents respecting access to and use of ConneX.

(a) User Terms and Conditions - The Contractor shall comply with, shall require its officers, employees and agents to comply with and to require their officers, employees and agents using or accessing ConneX to comply with 00170.08 and the following Additional User Terms and Conditions, all as may be revised from time to time:

As an officer, employee or agent of the Contractor, respecting my use of or access to ConneX, I agree to the following, all as may be revised from time to time:

- The terms, conditions and requirements of 00170.08 of the Contract;
- The following Additional User Terms and Conditions:
  My use of and access to ConneX are conditioned on my agreement to, and my compliance with, the foregoing and these Additional User Terms and Conditions.

  I may have access to sensitive personnel, business, financial and/or security related information ("Confidential Information") through use of ConneX, and, except to the limited extent necessary to perform my duties, I will maintain its confidential status and will not share, publish or disseminate Confidential Information or other information obtained through ConneX, without regard to how the Agency may treat any such Confidential Information or other information. All information is also subject to the Oregon Public Records law (see 00170.07(d)). In addition, if I know or have reason to believe any information was inadvertently or improperly included in ConneX, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to Agency.

  I will not access any information I am not authorized to use or access and I will not browse or otherwise use or access information, files or documents that exceed the minimum necessary to perform my duties.

  If my authorized use of and access to ConneX includes submitting documents into ConneX (or "read-write" access), I will not submit any documents or information into ConneX except those I am authorized to submit and necessary to perform my duties.

  I have no expectation of privacy, rights or ownership of anything I may access, create, store, send or receive within ConneX, respecting any documents or information, including but not limited to Confidential Information of any individual or Entity. For audit or system security purposes, the Agency may monitor and/or record all activity conducted within ConneX. This includes but is not limited to the login identification information, times, dates and duration of access, as well as resources or documents accessed.

  Unauthorized access or activities that could compromise the system or Confidential Information are strictly prohibited and patterns of unauthorized or unusual activity will result in access being immediately disabled, and possible further investigation.

  If a breach of these terms and conditions or a security incident occurs, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to the Agency.

  I will not share my password or other means of access with any other individual or Entity. Violation of this restriction or of any of these other Terms and Conditions will result in my access being immediately disabled.

  I understand that my use of and access to ConneX is conditioned on my relationship to my employer and my employer's relationship to one or more of: the Agency, the Contractor or other third party, and that if I am no longer so employed or my employer no longer has such relationship, I will immediately cease my use of and access to ConneX and will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to the Agency.

(b) Digital Signatures and Requirements - Unless otherwise allowed or directed by the Engineer:

- For all Change Orders that require signature by the Contractor for this Contract, the Contractor, by a person with appropriate authority, shall sign using a ConneX digital signature.
- Change Orders that require signature by the Contractor, but do not have a ConneX digital signature from the Contractor verifiable by the Engineer, will be considered as not received and of no effect.

- Documents other than Change Orders that contain digital signatures, but do not have a digital signature verifiable by the Engineer, or that were signed by a person without appropriate authority, will be considered as not received and of no effect.
- Notice requirements will not be satisfied and payments may be withheld for any affected Work items until the required documents with verifiable digital signatures have been received.

(c) Electronic Submittal Requirements - Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that require a signature, other than Change Orders, shall be signed by a person with appropriate authority by applying:

- An original handwritten signature to a document and scanning the document into PDF format;
- An electronic signature to a document and converting the document into PDF format;
- A third-party verifiable digital signature to a PDF document; or
- A ConneX electronic signature when prompted during submission of the document into ConneX.

Documents that require a signature, but do not have a signature in accordance with this Subsection or were signed by a person without appropriate authority; or documents that were signed with a digital signature but are submitted in a form such that the digital signature is not verifiable by the Engineer, will be considered as not received and of no effect. Notice requirements will not be satisfied, and payments may be withheld for any affected Work items until the required documents with compliant signatures have been received.

Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that do not require a signature shall be submitted using ConneX.

00170.65(b)(1) Minimum Wage Rates – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) …" with the following paragraph:

The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication Prevailing Wage Rates for Public Works Contracts. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

00170.10(g) Paid Summary Report - Replace this subsection, except for the subsection number and title with the following:

The Contractor shall submit a Paid Summary Report to the Engineer certifying payments made to all of its Subcontractors.

The Paid Summary Report shall be completed on an ODOT form provided by the Engineer and submitted to the Engineer within 20 Calendar Days of receipt of payment from the Agency for each month in which payments were made to each Subcontractor.

At the completion of the Project, submit a final Paid Summary Report form that provides the total amounts paid to each Subcontractor.

The Contractor shall require each Subcontractor at every tier to comply with the requirement to submit a Paid Summary Report within 20 Calendar Days of receipt of payment for Work on the Project and submit a final Paid Summary Report that provides the total amounts paid to the Subcontractor for its Work under the subcontract at the completion of the Project or completion of its Work.

00170.65(b)(1) Minimum Wage Rates – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) …" with the following paragraph:

The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication Prevailing Wage Rates for Public Works Contracts. The Contractor shall pay workers

not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

00170.70(a) Insurance Coverages – Replace the paragraph that begins "**Contractor –** The Contractor shall…" with the following paragraph:

Contractor - The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and as required by an extended reporting period or tail coverage requirements, and all warranty periods that apply.

Replace the paragraph that begins "**Insurance Provisions** - The Contractor and Subcontractor(s), if…" with the following paragraph:

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers' Compensation/Employer's Liability. The Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

Replace the paragraph that begins "**Commercial General Liability** - The Contractor shall provide Commercial…" with the following paragraph:

- **Commercial General Liability** - The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor's liability for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount specified in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

00170.70(a) Insurance Coverages – Add the following after the first paragraph:

Insurance Coverages per Occurrence	**Combined Single Limit**	**Annual Aggregate Limit**
• Commercial General Liability	$1,000,000	$2,000,000
• Commercial Auto Liability	$1,000,000	(Aggregate limit not required)

00170.85(b)2) General Warranty for Local Public Agency Projects – After the second paragraph add the following paragraph:

This project is locally funded, the contractor shall warrant all Work and workmanship, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, for 1 year from the date of second note. Corrections, repairs, replacements or changes shall be warranted for an additional 1 year period beginning on the date of the Agency's acceptance of the corrections, repairs, replacements or changes as specified in 00170.85(b)(2) of the General Conditions.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the General Conditions modified as follows:

00180.20(d) Disadvantaged Business Enterprise (DBE) – Delete this subsection.

00180.20(e) Trucking - Replace the paragraph that begins "This Section does not apply to…" with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This Subsection applies to all truck hauling of materials not performed with trucks owned (or rented) and operated by the Contractor.

00180.20(e)(1) Trucking - Delete the bullet that begins "Statement specifying whether the services will be provided by a DBE…".

00180.21(a) General – Replace the bullet that begins " If the Subcontractor is providing any…" with the following bullet:

- If the Subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(g) plus 7 Calendar Days to review and approve the subcontract request.)

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	**Subsection**
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Opening Sections to Traffic	00744.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type…" add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

00180.50(h) Contract Time – Replace the first sentence with the following:

Start no work prior to July 1, 2026 and complete all work to be done under the contract not later than September 30, 2026.

00180.80(d) Basis for Adjustment of Contract Time – Replace the second to the last bullet in this subsection with the following bullet:

- Reasonably predictable weather conditions; or

00180.85(b) Liquidated Damages – Add the following sentence after the last paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be $1,160 per Calendar Day.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the General Conditions.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

Add the following subsection:

00220.40(e)(1) Closed Lanes – Replace this subsection with the following:

One lane of traffic may be closed during the following period of time except as indicated in 00220.40(e)(2):

- Nightly, Sunday through Thursday between 8:00 p.m. and 6:00 a.m.

00220.40(e)(2)(b) Special Events - Add the following to the end of this subsection:

The following special event will occur during this Project:

The 70.3 Oregon triathlon:

- No Work will be allowed from Thursday, July 16, 2026 through Sunday, July 19, 2026

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.80(a) Separate Items – In the first sentence, replace "The quantities for Work Zone TCM and TCD will be measured according to……" with "when included in the schedule of items."

00221.90(a) Pay Quantities – "The accepted quantities of Work Zone TCM and TCD will be paid for according to ….." with "when included in the schedule of items."

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.80(a) Area Basis – Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for "Temporary Signs".

00222.90 Payment – Delete the following pay item:

(a) Temporary Signs……..Square Foot

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.80(a)(1) Traffic Control Supervisor - Replace this subsection with the following:

No measurement of quantities will be made for traffic control supervisor.

00223.90 Payment – Delete the following pay item:

(b) Traffic Control Supervisor……Hour

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications modified as follows:

00224.80 Measurement - – Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for work performed under his Section.

00224.90 Payment – – Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.
:

SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

Comply with Section 00228 of the Standard Specifications modified as follows:

00228.00 Scope - Replace this subsection, except subsection number and title, with the following:

In addition to the requirements of Section 00221, this Work consists of furnishing, installing, maintaining, and removing temporary devices necessary to accommodate pedestrians and bicyclists through a work zone.

00228.80 Measurement – – Replace this subsection, except for the subsection number and title, with the following:

No Measurement of quantities will be made for work performed under this Section.

00228.90 Payment – – Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.20 Scope – Replace the second paragraph with the following:

Erosion and sediment control is not anticipated for the work specified in the contract. All work done under this contract must comply with Marion County's Best Management Practices (BMP's) and all applicable State and Federal laws. A copy of Marion County's BMP's is available on-line at: http://www.co.marion.or.us/PW/Engineering/Documents/bmpcrewmanual091.pdf

Work performed under this contract will disturb less than one acre. Agency's NPDES 1200-CA Permit is not applicable to the Project.

00280.90 Payment – – Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

Add the following subsection:

00290.30(a)(7) Water Quality:

- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, sweeping debris, grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- The Engineer retains the authority to temporarily halt or modify the Work when damage to natural resources occur.

00290.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this section.

SECTION 00850 – COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00850 of the Standard Specifications modified as follows:

00855.40(a) General – Replace this subsection, except for the subsection number and title, with the following:

Install Bi-Directional Yellow Type IAR Markers on 20 foot spacing along the center line of roads identified in Project Summary. Submit product to be used from ODOT Qualified Products List.

00855.40(b) Surface Preparation – Replace this subsection, except for the subsection number and title, with the following:

Remove contaminants from the roadway surface that would adversely affect the adhesive bond.

Mechanically sweep the road and use a blast of clean air to remove all loose particles from the surface prior to installation.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 0865 of the Standard Specifications modified as follows:

00865.45 Installation – Replace last paragraph with the following:

Install longitudinal durable pavement making according to Method A: Extruded Markings - Apply 120 mil profiled thermoplastic markings with an extrusion process and according to the following:

For profiled markings, apply markings with an extrusion process. Place lines and bumps straight and square.

Remove contaminants from the roadway surface that would adversely affect the bond.

Mechanically sweep the road and use a blast of clean air to remove all loose particles from the surface prior to installation.

00865.90 Payment - The accepted quantities of Work performed under this Section will be paid as follows:

Method A (Extruded)

(b) Thermoplastic, Extruded, Surface, Profiled..... Foot

PROJECT SUMMARY

Project Location – Orville Rd S and Vitae Springs Rd

From: River Rd S.
To: Skyline Rd S.
Project Length: 3.98 miles (20,998 ft.)

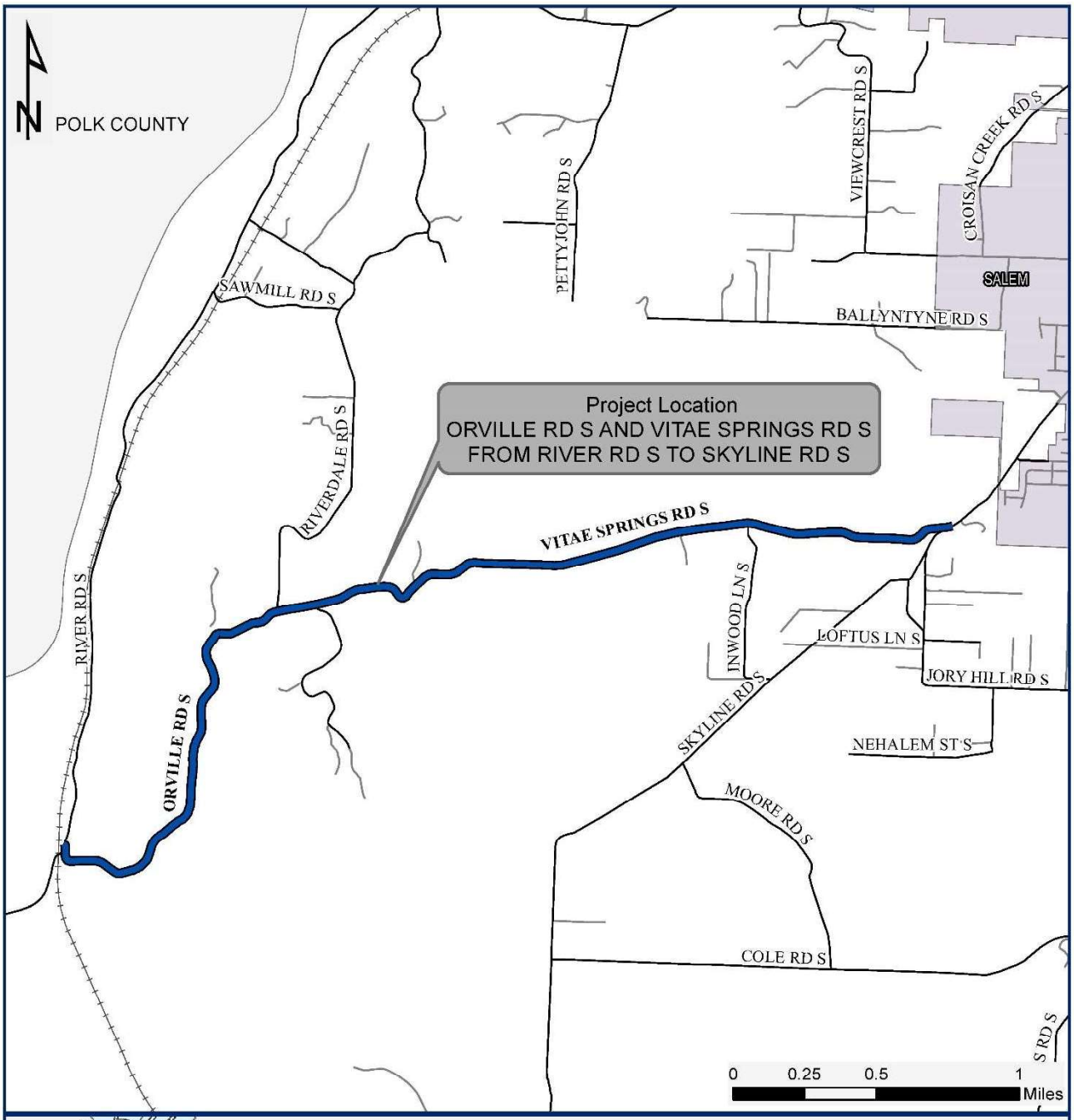
Work includes installation of durable longitudinal pavement markings (120 mil, thermoplastic, extruded, surface, profiled) and Bi-Directional Yellow Typo IAR raised pavement markers (RPM) on Orville Rd. S. and Vitae Springs Rd. S. as called for in the Plans and Specifications, and such Incidental Work as requested by the Engineer. Both roads were chip sealed in August 2025. The centerline received two coats of paint and the edgeline received one coat.

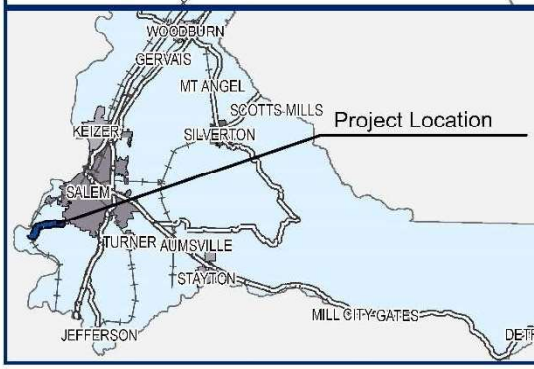
1. Remove loose debris from the existing road surface center line and edge line stripe in both directions, by aggressive mechanical sweeping and blast with clean air.
2. Install White, profile edge line stripe in both directions, match existing striping.
3. Install Yellow, profile center line stripe in both directions, match existing striping.
3. Install Bi-Directional Yellow Type IAR Markers on 20 foot spacing on the center line.

Estimated Quantities:

Mobilization	1	Lump Sum
Temporary Work Zone Traffic Control	1	Lump Sum
Portable Changeable Message Signs	2	Each
Flaggers	120	Hour
Pilot Car	80	Hour
Flagger Station Lighting	2	Each
4” White Edge Line (120 mil, Thermoplastic, Extruded, Surface, Profiled	41,996	Foot
4” Yellow Centerline (120 mil, Thermoplastic, Extruded, Surface, Profiled)	41,036	Foot
Bi-Directional Yellow Type IAR Markers (20 foot spacing)	1050	Each

The total Project Quantity of 120 mil, Thermoplastic, Extruded, Surface, Profile is 83,032 ft.





Project #	Length	
	Miles	Feet
1	3.98	20,998

Marion County Dept. of Public Works
Engineering Tel. 503-588-5036 Salem, Oregon

Sheet 1 of 1

DURABLE STRIPING & RAISED PAVEMENT MARKERS

\\marion\pw\Group\Engineering\ProjectCentral\Projects\Orville-Vitae Springs Pvmnt Marking\PrelimEng\BidDocs\Specs 8/25/25

MARION COUNTY DEPARTMENT OF PUBLIC WORKS

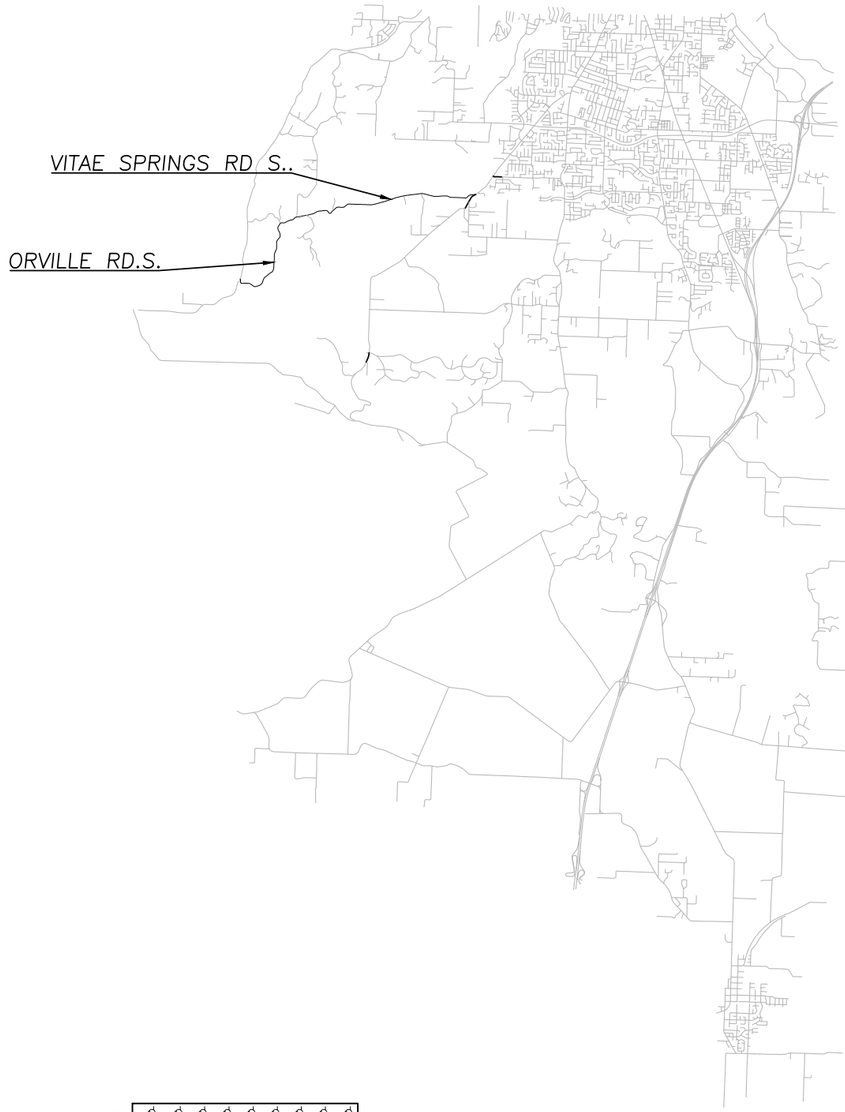
PLANS FOR PROPOSED PROJECT

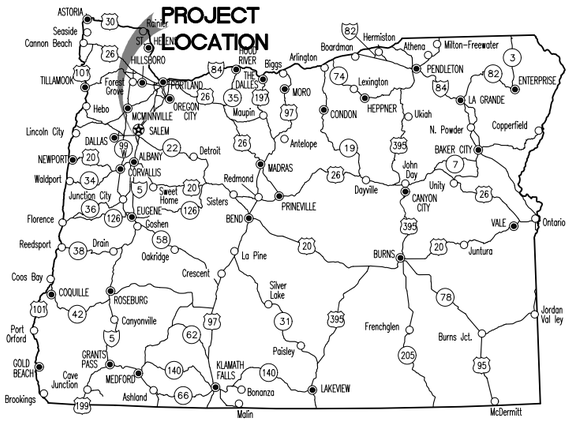
LONGITUDINAL PAVEMENT MARKINGS ON ORVILLE RD S & VITAE SPINGS RD S

MARION COUNTY, OREGON, SEPTEMBER 2025

ONEOFFICE NO. 2025-???

PROJECT NO. 106450





OVERALL LENGTH OF PROJECT: 3.98 MILES (20,998 ft.)
FROM RIVER RD. S. TO SKYLINE RD. S.

SHEET INDEX:	
1A	Cover Sheet
S1	Project Location– River Rd S to Skyline Rd S
TM 500	Pavement Marking Standard Detail Blocks
TM 502	Pavement Marking Standard Detail Blocks
TM 515	Pavement Markers
TM 520	Durable Pavement Markings

ATTENTION:
Oregon Law Requires You To Follow Rules Adopted By The Oregon Utility Notification Center. Those Rules Are Set Forth In OAR 952-001-0010 Through OAR 952-001-0090. You May Obtain Copies Of The Rules By Calling The Center. (Note: The Telephone Number For The Oregon Utility Center Is (503) 232-1987.)

LET'S ALL WORK TOGETHER TO MAKE THIS JOB SAFE

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

PRELIMINARY; NOT FOR CONSTRUCTION

MARION COUNTY

LONGITUDINAL PAVEMENT MARKINGS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106450
ECMS NO.:	2025–???
FED. PROJ. NO.:	NA
KEY NO.:	NA
SITE NO.:	NA
HORIZ. DATUM:	NA
VERT. DATUM:	NA
DESIGNED BY:	Don Alexander
DRAWN BY:	Don Alexander

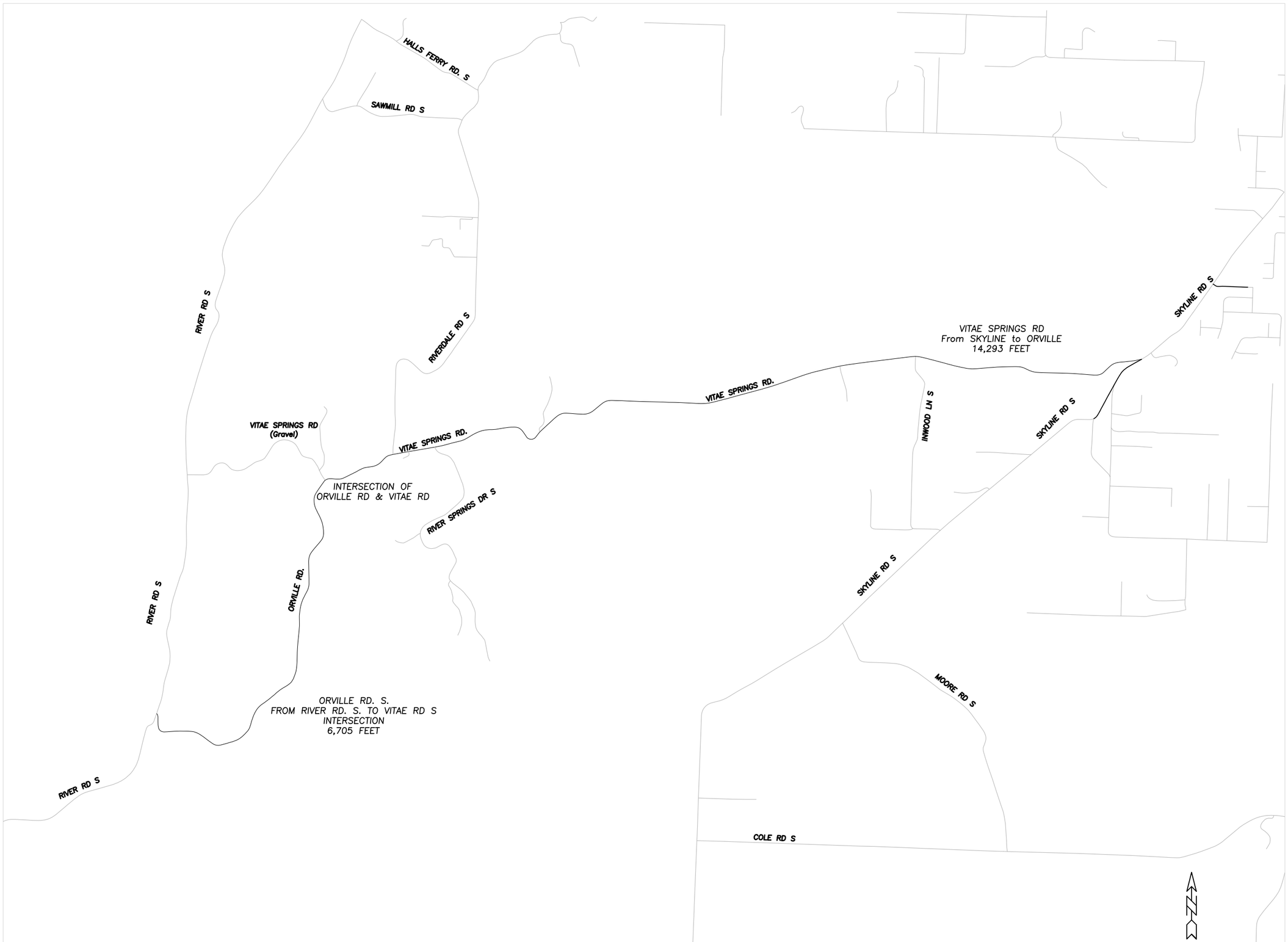
TITLE:

Cover Sheet

SHEET:

1A

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FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

PRELIMINARY; NOT FOR CONSTRUCTION

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

LONGITUDINAL PAVEMENT MARKINGS

PROJECT NO.:	106450
ECMS NO.:	2025–???
FED. PROJ. NO.:	NA
KEY NO.:	NA
SITE NO.:	NA
HORIZ. DATUM:	NA
VERT. DATUM:	NA
DESIGNED BY:	Don Alexander
DRAWN BY:	Don Alexander

TITLE:

Orville & Vitae
from
River Rd to Skyline

SHEET:

S1

FILE: \\MARION\PW\GROUP\ENGINEERING\PROJECTCENTRAL\PROJECTS\ORVILLE-VITAE SPRINGS PVMNT MARKING\CAD\DESIGN\ORVILLE_VITAE STRIPING_RPMS PLAN SET.DWG PLOTTED: 2025/08/07 1:59 PM

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TM500.dgn

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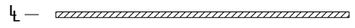
4" WHITE LINE

W-2



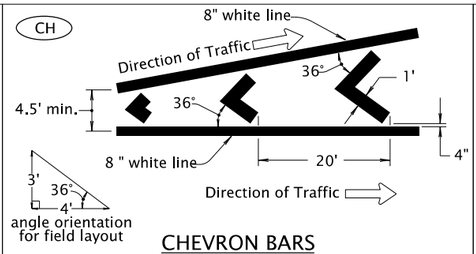
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Y



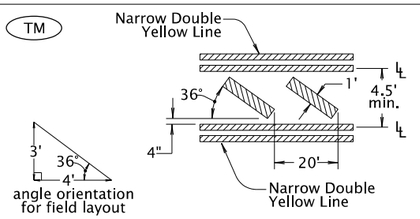
4" YELLOW LINE

CH



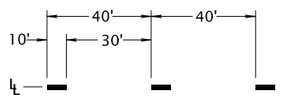
CHEVRON BARS
1' WHITE BARS AT 20' SPACING

TM



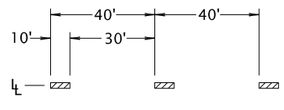
TRANSVERSE MEDIAN BARS
1' YELLOW BARS AT 20' SPACING

WB



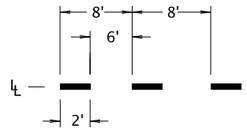
4" WHITE BROKEN LINE

YB



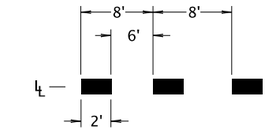
4" YELLOW BROKEN LINE

WD



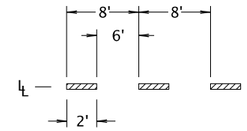
4" WHITE DOTTED LINE
For lane extensions

WD-2



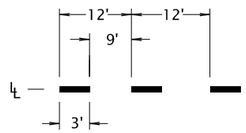
8" WHITE DOTTED LINE
For lane extensions and bike lane extensions

YD



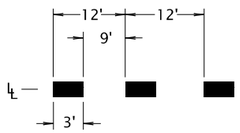
4" YELLOW DOTTED LINE
For lane extensions

DLL



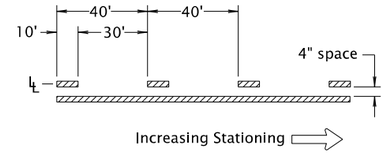
4" WHITE DOTTED LANE LINE
For lane lines in acceleration/deceleration lanes

DLL-2



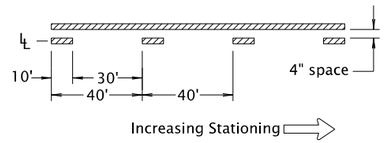
8" WHITE DOTTED LANE LINE
For lane lines in drop lanes

NPR



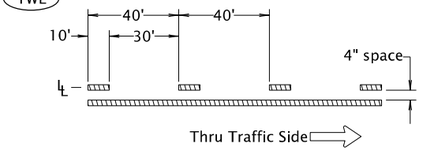
NO-PASS RIGHT
4" YELLOW LINES

NPL



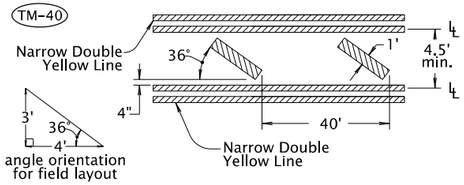
NO-PASS LEFT
4" YELLOW LINES

TWL



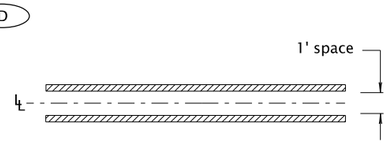
TWO-WAY LEFT TURN
4" YELLOW LINES

TM-40



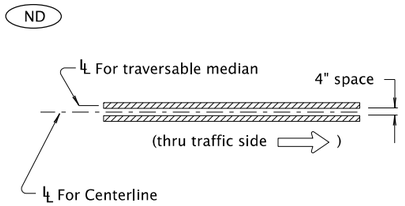
TRANSVERSE MEDIAN BARS
1' YELLOW BARS AT 40' SPACING
For use at painted medians where
distance between left turn refuges exceeds 200'

D



DOUBLE NO-PASS
TWO 4" YELLOW LINES

ND



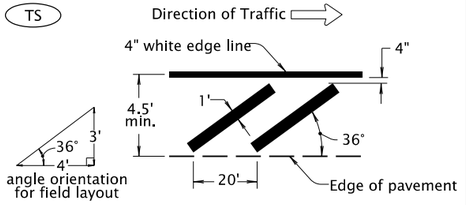
NARROW DOUBLE NO-PASS
TWO 4" YELLOW LINES

NDW



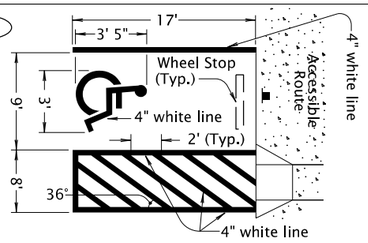
NARROW DOUBLE NO-LANE CHANGE
TWO 4" WHITE LINES

TS



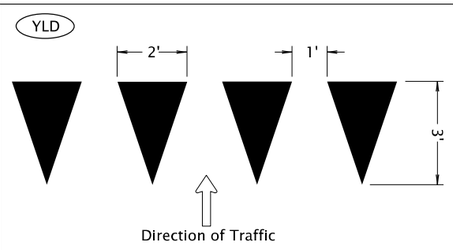
TRANSVERSE SHOULDER BARS
1' WHITE BARS AT 20' SPACING

HC



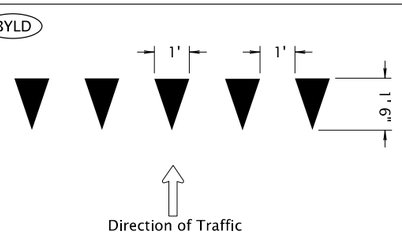
DISABLED PARKING DETAIL (white)

YLD



YIELD LINE (white)

BYLD



BICYCLE YIELD LINE (white)

LEGEND

Direction Of Traffic, Increasing Stationing
Or Thru Traffic Side

℄ — Lane line dimensions are shown on the striping plans

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All materials shall be in accordance with
the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS

PAVEMENT MARKING STANDARD DETAIL BLOCKS

2024

DATE	REVISION DESCRIPTION
07-2020	Changed Min. widths for CH, TM, TM-40, and TS

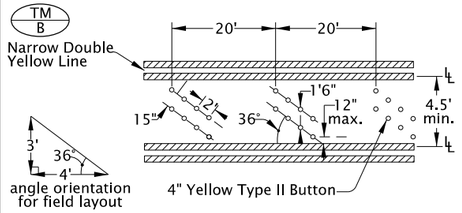
CALC. BOOK NO. N/A | SDR DATE 07-01-2020 | **TM500**

Effective Date: December 1, 2024 - May 31, 2025

01-03-2022

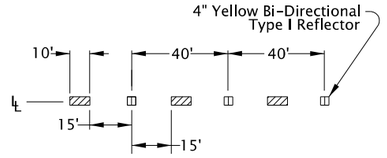
TM502.dgn

TM B



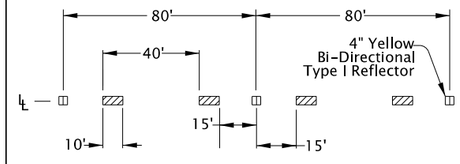
TRANSVERSE MEDIAN BAR SUBSTITUTION
BUTTON

YB R-40



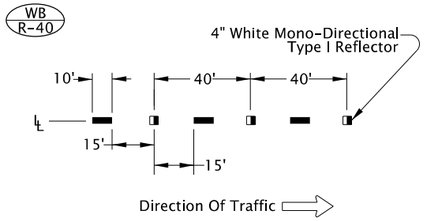
YELLOW BROKEN LINE SUPPLEMENTATION
REFLECTORS WITH 4" YELLOW BROKEN LINE

YB R-80



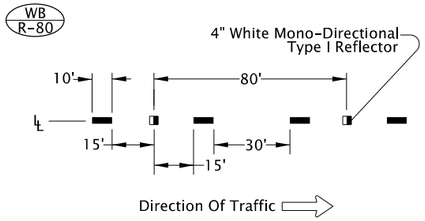
YELLOW BROKEN LINE SUPPLEMENTATION
REFLECTORS WITH 4" YELLOW BROKEN LINE

WB R-40



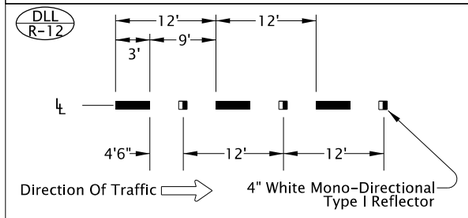
WHITE BROKEN LINE SUPPLEMENTATION
REFLECTORS WITH 4" WHITE BROKEN LINE

WB R-80



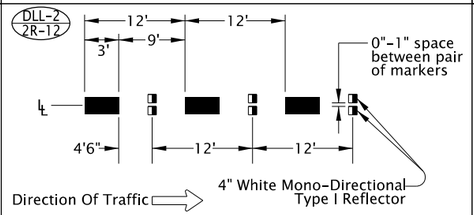
WHITE BROKEN LINE SUPPLEMENTATION
REFLECTORS WITH 4" WHITE BROKEN LINE

DLL R-12



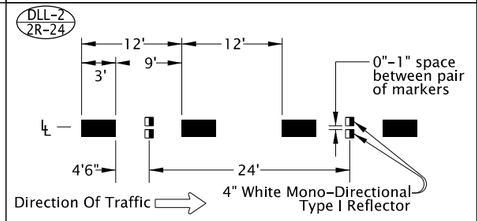
WHITE DOTTED LANE LINE SUPPLEMENTATION
REFLECTORS WITH 4" WHITE DOTTED LANE LINE

DLL-2 2R-12



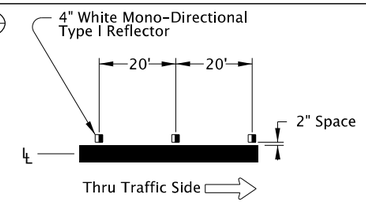
WIDE DOTTED LANE LINE SUPPLEMENTATION
REFLECTORS WITH 8" WHITE DOTTED LANE LINE

DLL-2 2R-24



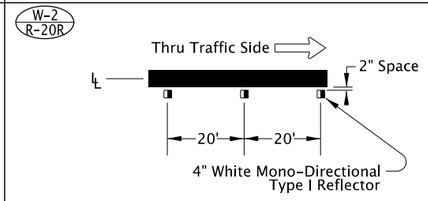
WIDE DOTTED LANE LINE SUPPLEMENTATION
REFLECTORS WITH 8" WHITE DOTTED LANE LINE

W-2 R-20L



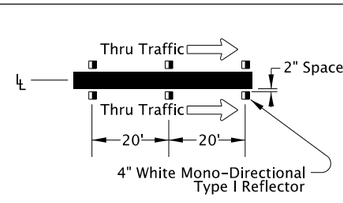
CHANNELIZING LINE POSITIONING GUIDE
REFLECTORS WITH 8" WHITE LINE

W-2 R-20R



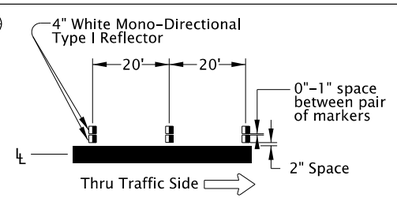
CHANNELIZING LINE POSITIONING GUIDE
REFLECTORS WITH 8" WHITE LINE

W-2 2R-20



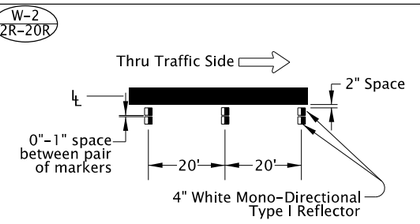
CHANNELIZING LANE LINE POSITIONING GUIDE
REFLECTORS WITH 8" WHITE LINE

W-2 2R-20L



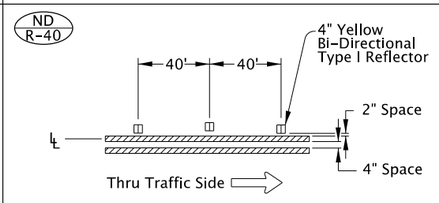
CHANNELIZING LINE SUPPLEMENTATION
REFLECTORS WITH 8" WHITE LINE

W-2 2R-20R



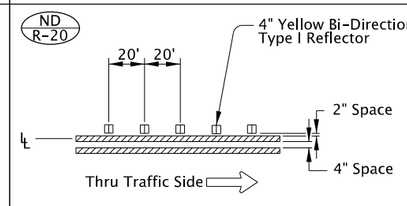
CHANNELIZING LINE SUPPLEMENTATION
REFLECTORS WITH 8" WHITE LINE

ND R-40



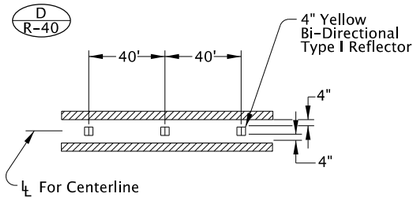
NARROW DOUBLE YELLOW POSITIONING GUIDE
REFLECTORS WITH TWO 4" YELLOW LINES

ND R-20



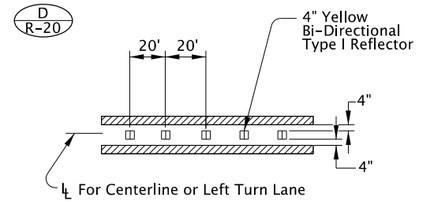
NARROW DOUBLE YELLOW POSITIONING GUIDE
REFLECTORS WITH TWO 4" YELLOW LINES

D R-40



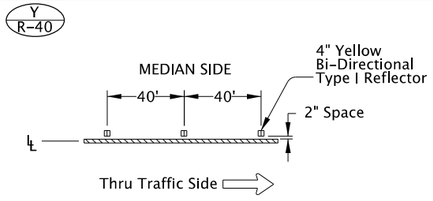
DOUBLE NO-PASS POSITIONING GUIDE
REFLECTORS WITH TWO 4" YELLOW LINES

D R-20



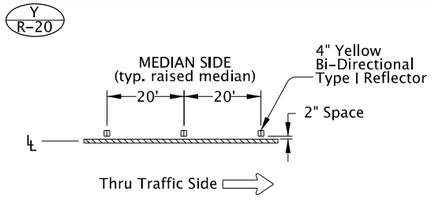
DOUBLE NO-PASS POSITIONING GUIDE
REFLECTORS WITH TWO 4" YELLOW LINES

Y R-40



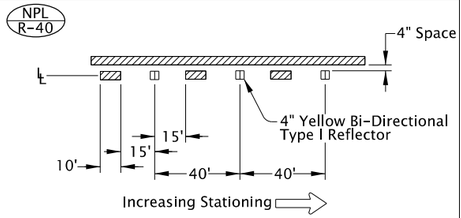
YELLOW LINE POSITIONING GUIDE
REFLECTORS WITH 4" YELLOW LINE

Y R-20



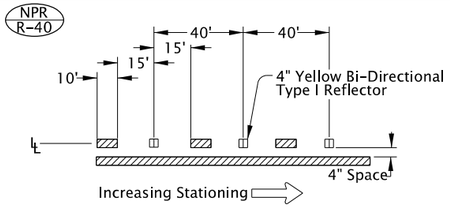
YELLOW LINE POSITIONING GUIDE
REFLECTORS WITH 4" YELLOW LINE

NPL R-40



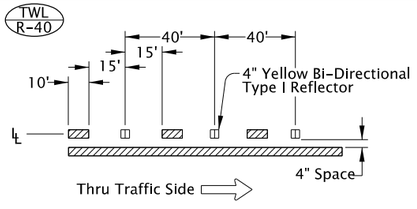
NO-PASS LEFT POSITIONING GUIDE
REFLECTORS WITH 4" YELLOW LINES

NPR R-40



NO-PASS RIGHT POSITIONING GUIDE
REFLECTORS WITH 4" YELLOW LINES

TWL R-40



TWO WAY LEFT TURN POSITIONING GUIDE
REFLECTORS WITH 4" YELLOW LINES

General note:

1) Surface mount Raised Pavement Markers (RPMs) unless otherwise specified.

LEGEND

- Direction Of Travel, Increasing Stationing or Thru Traffic Side
- ℄ — Lane line dimensions are shown on the striping plans
- Mono-directional crystal white marker reflects white to the left in this symbol
- Bi-directional yellow marker reflects yellow both left and right in this symbol

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without first consulting a Registered Professional Engineer.

All materials shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS

PAVEMENT MARKING STANDARD DETAIL BLOCKS

2024

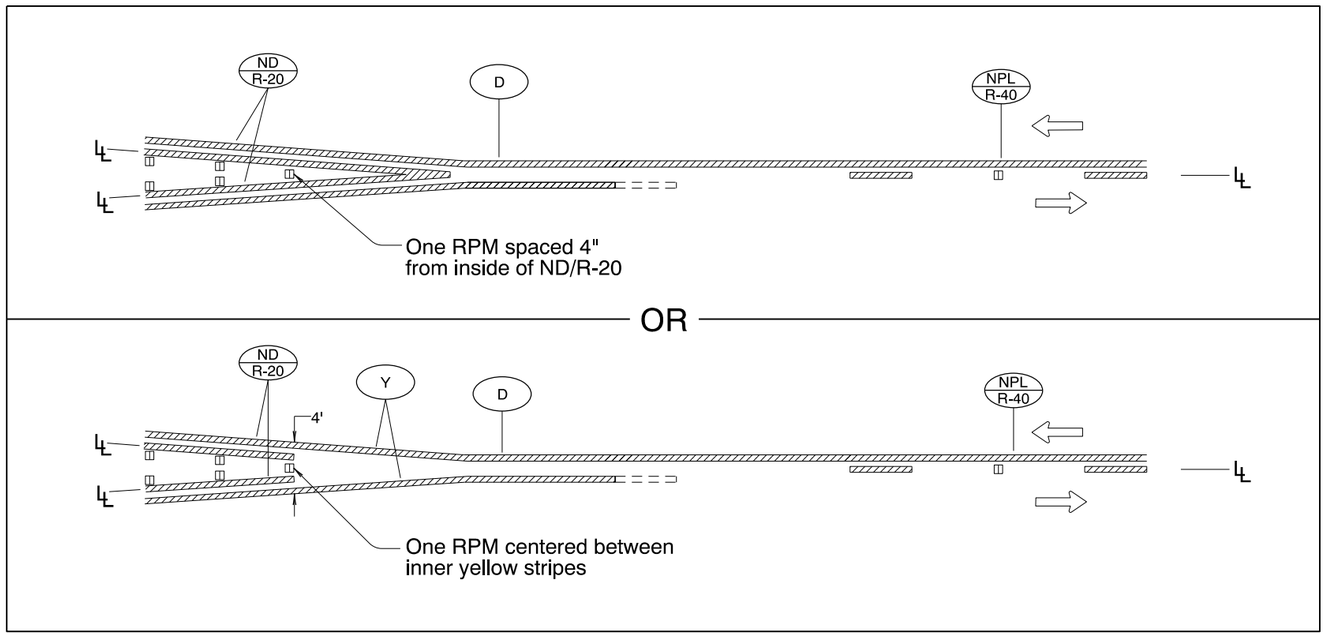
DATE	REVISION DESCRIPTION
07-2020	Changed min. width of TM/B from 6' to 4.5'
01-2022	Removed "LANE" from W-2/R-20R title

CALC. BOOK NO. N/A

SDR DATE 01-03-2022

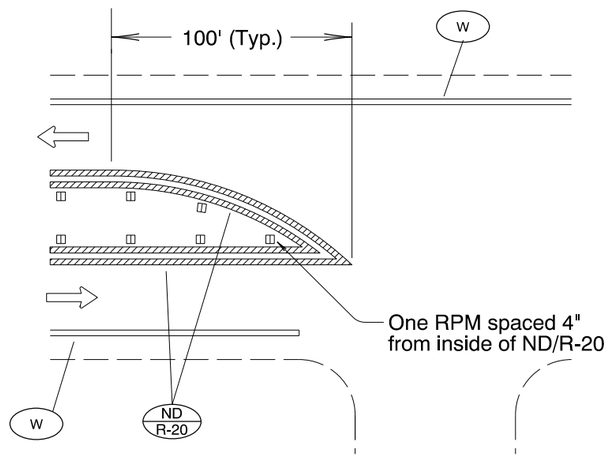
TM502

Effective Date: December 1, 2024 - May 31, 2025

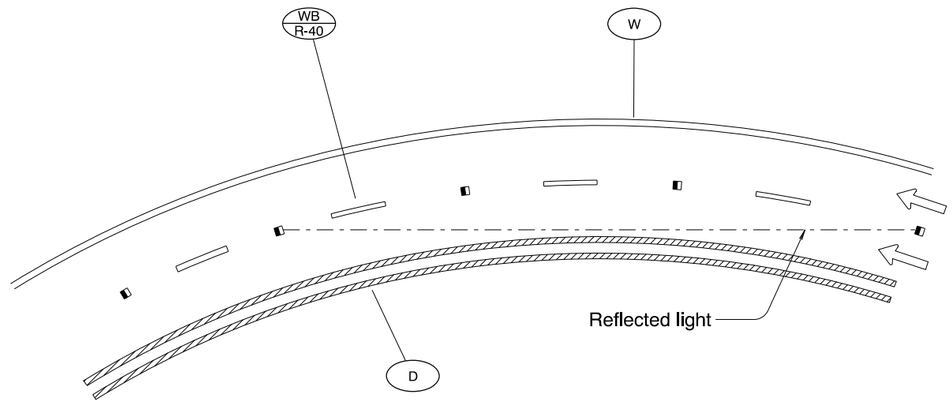


MEDIAN WIDTH TRANSITION

(TWO NARROW DOUBLE YELLOW LINES TO ONE-DIRECTION NO-PASSING LINE)
(Refer to TM539 for additional details)



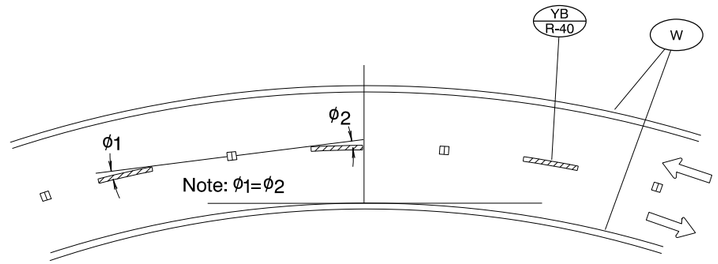
MEDIAN BULLNOSE DETAIL



NOTE:

On one way sections the marker shall be installed with the reflective surface aimed to direct the reflected light back three markers.

(a) PAVEMENT MARKER INSTALLATION FOR MONO-DIRECTIONAL RAISED PAVEMENT MARKERS



(b) PAVEMENT MARKER INSTALLATION FOR BI-DIRECTIONAL RAISED PAVEMENT MARKERS

PAVEMENT MARKER INSTALLATION ON HORIZONTAL CURVES

LEGEND

- Mono-Directional White (marker reflects white to left in this symbol)
- Bi-Directional Yellow (marker reflects yellow to both the left and right in this symbol)
- Increasing stationing from left to right
- Direction of Travel
- Lane line dimensions are shown on the striping plans.

To be accompanied by Standard Dwg. Nos. TM500 thru TM504

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All materials shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS

PAVEMENT MARKERS

2024

DATE	REVISION DESCRIPTION

CALC. BOOK NO. N/A | SDR DATE 01-JUL-2015 | **TM515**

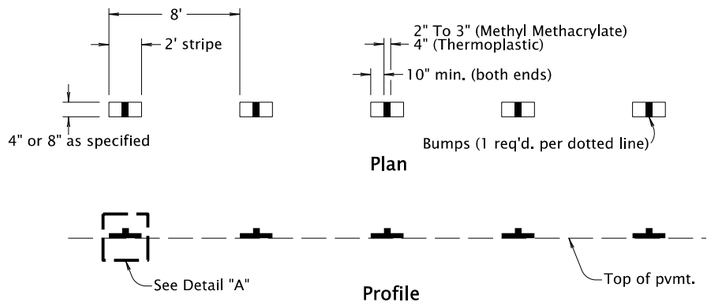
Effective Date: December 1, 2024 - May 31, 2025

01-JUL-2015

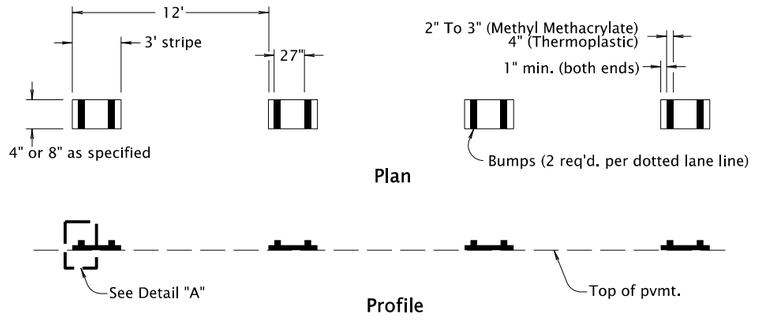
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07-05-2013

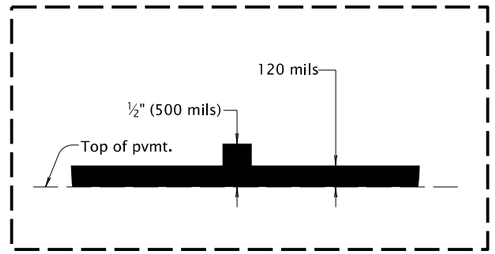
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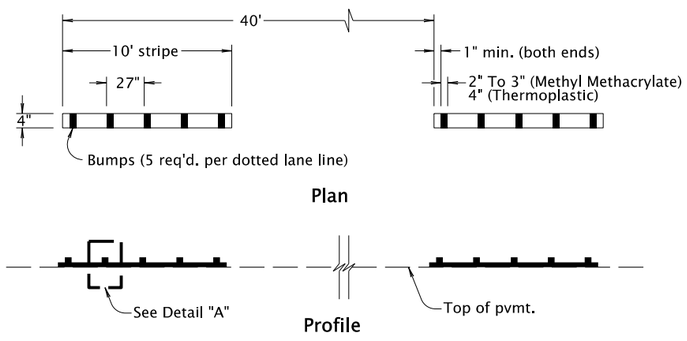
DOTTED LINE



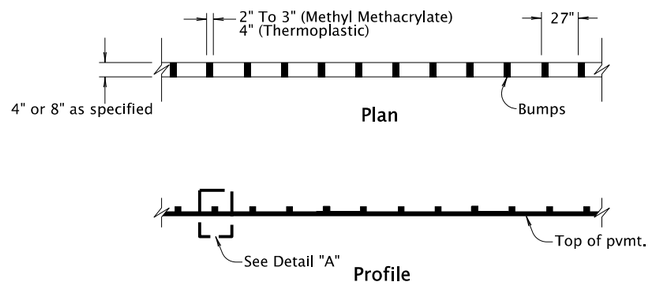
DOTTED LANE LINE



DETAIL "A"



BROKEN LINE



SOLID LINE

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without first consulting a Registered Professional Engineer.

All materials shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS

DURABLE PAVEMENT MARKINGS METHOD 'A' & METHOD 'D' SURFACE INSTALLED PROFILED

2024

DATE	REVISION DESCRIPTION
-	-

CALC. BOOK NO. N/A | SDR DATE 07-05-2013 | **TM520**

Effective Date: December 1, 2025 - May 31, 2026

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, June 24, 2026

Department: Sheriff's Office

Title: Contract for Services with LocumTenens.com, LLC

Management Update/Work Session Date: Tuesday, June 9, 2026 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Bethany Johnston **Phone:** x3261

Requested Action:

Staff is requesting that the Board approve the Contract for Services with LocumTenens.com, LLC in the amount of $586,800.00 for psychiatric nurse practitioners and physicians for the Jail and Juvenile Department through June 30, 2029.

Issue, Description & Background:

The Sheriff's Office and Juvenile Department have maintained a long-standing partnership with Dr. Loberg for physician services. With Dr. Loberg's upcoming retirement at the end of the fiscal year, the County has identified LocumTenens.com, LLC as a successor vendor. LocumTenens.com, LLC offers a comprehensive suite of services, including physician care and a psychiatric nurse practitioner for both the Jail and Juvenile Department. Notably, while the County previously bore the high cost of medical malpractice insurance for Dr. Loberg, LocumTenens.com, LLC provides its own coverage. Integrating these insurance costs into their overall service fee will result in a net cost savings for the County.

Financial Impacts:

The contract is valued at $195,600.00 per fiscal year, totaling $586,800.00 over the three-year term.

Impacts to Department & External Agencies:

It is a statutory requirement to provide physician services to the Jail and Juvenile Department. LocumTenens.com, LLC fulfills this requirement.

List of attachments: CRS, Board form, Contract for Services, Attachments A and B, Addendum 1

Presenter: Commander Jacob Ramsey

Department Head Signature: Jeremy Landers
Jeremy Landers (Jun 12, 2026 12:14:19 PDT)

Contract Review Sheet

Contract for Services **SO-7128-26**

Title: **MCSO_ PSY & MD Services**

Contractor's Name: **LocumTenens.com, LLC**

Department: **Sheriff's Office** Contact: **Bethany Johnston**

Analyst: **Sandra Fixsen** Phone #: **(503) 589-3261**

Term - Date From: Expires:

Original Contract Amount: **$ 586,800.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 586,800.00** 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

Marion County Sheriff's Office along with Marion County Juvenile Department is requesting Contractor to provide Psychiatric Nurse Practitioners and Medical Doctors. The selected individual(s) shall fulfil a temporary need for medical staff at the Marion County Jail and the Juvenile corrections facilities.

Desired BOC Session Date: **6/24/2026** Contract should be in DocuSign by: **6/3/2026**

Agenda Planning Date **6/11/2026** Printed packets due in Finance: **6/9/2026**

Management Update **6/9/2026** BOC upload / Board Session email: **6/10/2026**

BOC Session Presenter(s) **Commander Jacob Ramsey** Code: **Y**

REQUIRED APPROVALS

Sandra L. Fixsen	06/12/2026	Bethany Johnston	06/12/2026
Finance - Contracts	Date	Contract Specialist	Date
Andrew Whitenbrook	06/12/2026		
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY
CONTRACT FOR SERVICES
SO-7128-26

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and LocumTenens.com, LLC, hereinafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to MCPCR 50-0160 and is a direct award.

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

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

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on the later of **June 30, 2029,** or the date Contractor has completed all Services in accordance with the requirements of this Contract, as determined by County. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **June 30, 2030.**

2. DOCUMENTS / ORDER OF PRECEDENCE

This Contract consists of the following documents, listed in order of precedence, and of which are attached and incorporated herein by reference:

A. This Contract less exhibits

B. Exhibit A – Statement of Work

C. Attachment A- Client Agreement

D. Attachment B- Prison rape Elimination Act (PREA) Volunteer Form

E. Addendum #1- Heath Insurance Portability and Accountability Act (HIPPA) Contract Provisions

3. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **$586,800.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

C. If specified below, county's payments to Contractor under this Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Appendix II to Title 2, Part 200 of the Code of Federal Regulations.

In accordance with 2 CFR 200.331, Contractor has been designated:
☐ Subrecipient
☐ Contractor/Vendor
☒ Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

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

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

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

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

i. Termination of this Contract, in whole or in part;

ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and

consequential damages, costs of cure, and costs incurred in securing replacement Services / a replacement contractor.

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

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

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

6. TIME IS OF THE ESSENCE

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

7. FORCE MAJEURE

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

8. FUNDING MODIFICATION

A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

9. RECOVERY OF FUNDS

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

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than 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; and
☒ $3,000,000 Aggregate limit per Provider
☐ 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:	To County
LocumTenens.com, LLC	Contracts and Procurement Manager
pgiammatteo@locumtenens.com	PO_Contracts@co.marion.or.us
rdickson@locumtenens.com	555 Court Street NE, Suite 4247
2655 Northwinds Pkwy	P.O. Box 14500
Alpharetta, GA, 30009	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 applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Items delivered to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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

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

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____

Chair Date

_____

Commissioner Date

_____

Commissioner Date

Authorized Signature: Jeremy Landers Jeremy Landers (Jun 12, 2026 12:14:19 PDT) 06/12/2026

Department Director or designee Date

Authorized Signature: _____

Chief Administrative Officer Date

Reviewed by Signature: 06/12/2026

Marion County Legal Counsel Date

Reviewed by Signature: 06/12/2026

Marion County Contracts & Procurement Date

LOCUMTENENS.COM, LLC SIGNATURE

Authorized Signature: _____

Date

Title: _____

Authorized Signature: _____

Date

Title: _____

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION. Upon County's request, Contractor shall provide Psychiatric Nurse Practitioners, Psychiatry PhD, Family Practice Advanced practitioners, and /or Family Practice Medical Doctor (MD). The selected individual(s) shall fulfill a temporary need for medical staff.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. Contractor shall provide temporary qualified personnel at the locations identified below, and in accordance with the Contractor's Client Agreement and Addendum incorporated herein as Attachment A.

- Marion County Jail, 4000 Aumsville Hwy SE, Salem, OR 97317
- Juvenile Department, 3030 Center Street NE, Salem, OR 97301

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.

D. KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

Medical Division – Rachael Dickson, rdickson@locumtenens.com

PsY Division – Patrick Giammatteo, pgiammatteo@locumtenens.com

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

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 **$586,800.00**.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor the amounts specified in accordance with the Contractor's Client Agreement and Addendum incorporated herein by reference and attached hereto as Attachment A.

B. BASIS OF PAYMENT FOR SERVICES. Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services, but only after County has determined that Contractor has completed, and County has accepted the completed services.

C. EXPENSE REIMBURSEMENT. County will reimburse Contractor for the temporary personnel's expenses incurred only when essential to the discharge of, and within the course and scope, of Contractor's obligations under this Contract and have been pre-approved by the County during the County's interview/selection process of the selected temporary personnel on a case-by-case basis. Contractor shall include as separate line items on Contractor's invoice approved expense reimbursement for each temporary personnel by name and shall submit supporting documentation of each invoiced expense.

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: Sheriff's Office, Bethany Johnston
PO BOX 14500
Salem, OR 97309

ADDENDUM FOR Marion County
DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

This Addendum serves as an amendment and supplement to any prior Client Agreements between Marion County ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	Family Practice (Advanced Practitioner)	Family Practice (Doctor)
RATES		
Regular (Onsite)	$160.00-$170.00 Per Hour	$210.00-$225.00 Per Hour
Overtime	$240.00-$255.00 Per Hour after 10.00 Hour(s) Per Day.	$315.00-$337.50 Per Hour after 10.00 Hour(s) Per Day.
CALL		
Weekday Call (Onsite)	$350.00-$500.00 Per Day	
Weeknight Call (Onsite)	$350.00-$500.00 Per Day	
24 Hour Call (Onsite)	$500.00-$750.00 Per Day	
HOLIDAY		
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays	Multiplier of 1.50 applied to Rates and Call on Holidays

Specialty:	Psychiatry (Advanced Practitioner)	Psychiatry (Doctor)
RATES		
Regular (Onsite)	$165.00-$215.00 Per Hour	$265.00-$325.00 Per Hour
Regular (Tele)	$160.00-$200.00 Per Hour	$260.00-$310.00 Per Hour
Overtime	$240.00-$322.50 Per Hour after 40.00 Hour(s) Per Week.	$390.00-$487.50 Per Hour after 40.00 Hour(s) Per Week.
Malpractice	Malpractice will be charged for all hours worked at $4.89 Per Hour	Malpractice will be charged for all hours worked at $6.89 Per Hour
Deposit	$5,000.00-$15,000.00 Per Booking	$5,000.00-$15,000.00 Per Booking
CALL		
Weeknight Call (Onsite)	$375.00-$500.00 Per Day with a Callback Rate of $240.00-$322.50 Per Hour	$500.00-$750.00 Per Day with a Callback Rate of $390.00-$487.50 Per Hour
24 Hour Call (Onsite)		$1,200.00 Per Day with a Callback Rate of $390.00-$487.50 Per Hour
24 Hour Call (Tele)	$750.00 Per Day with a Callback Rate of $240.00-$322.50 Per Hour	
HOLIDAY		
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays	$1,200.00 Per Day
FEES & EXPENSES		
Per Diem	$0.00-$50.00 Per Booking Day	$0.00-$50.00 Per Booking Day
Admin Fee	$35.00 Per Booking Day	$35.00 Per Booking Day
Technology Fee	$0.00-$50.00 Per Booking Day	$0.00-$50.00 Per Booking Day

Rates are subject to change based upon market conditions.

Additional Provisions, if any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is _____ 2026.

CLIENT: Marion County

Name:

Sign : *See Marion County Signature Page*

Title:

Date:

LOCUMTENENS.COM, LLC

Name:

Sign :

Title:

Date:

This Client Agreement is between **Marion County** (“Client" or "you") and **LocumTenens.com, LLC** ("LocumTenens.com,” “we” or “us”).

1.0 Overview

This Client Agreement provides the terms and conditions regarding the provision to you of locum tenens Contractors (each, a “Contractor”). The types of Contractors we will make available to you will be described in one or more Addenda to this Client Agreement entered into from time to time (each, a “Contractor Addendum”). The Contractor Addenda shall also describe the fee structure applicable for such Contractors in addition to other terms regarding such Contractors and shall be a part of this Client Agreement.

2.0 LocumTenens.com Duties

To assist you in obtaining qualified Contractors, LocumTenens.com will:

2.1 Source, screen and present potential Contractors as appropriate;

2.2 Use our best efforts to present Contractors acceptable to you;

2.3 Reimburse the Contractor(s) for his/her fee(s);

2.4 Provide malpractice insurance coverage, where required, through our insurance carrier for any and all Contractor(s) provided by us to you;

2.5 Verify or assist in obtaining Contractor licensure, as necessary; and

2.6 Allow you to retain patient revenue generated by any locum tenens Contractor(s) placed by us.

3.0 Client Duties

To enable us to attract qualified Contractors to your facility, you or your assigned facility will:

3.1 Use independent judgment as to a Contractor's qualifications, credentials and background. You acknowledge that the ultimate decision as to a Contractor's qualifications belongs to Client;

3.2 Inform LocumTenens.com in writing within forty-eight (48) hours if any Contractor presented by LocumTenens.com, including any Contractor whose name has been submitted for clearance, is currently engaged, or has been previously engaged within the twelve months prior to such presentation or submission for clearance, in active written, two-way communication regarding employment or engagement with or regarding the facility where the medical services are to be provided. Absent such notification, the Contractor will be conclusively presumed to have been introduced by LocumTenens.com. Upon request by LocumTenens.com, Client agrees to submit written or pictorial proof of such communication, or of an introduction by another agency within the twenty-four (24) months preceding the presentation or submission for clearance by LocumTenens.com;

3.3 Supply the Contractor, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Contractor(s) to perform his/her services;

3.4 The Client shall reimburse the Contractor for approved transportation and related expenses necessary for performance under this agreement. All transportation and associated expenses shall be pre-approved in writing by Division Commander prior to incurring any costs. Expenses incurred without prior approval may be deemed non-reimbursable. Reimbursable expenses, when pre-approved, may include: transportation to and from the assigned facility’s community, (including applicable luggage surcharges); reasonable and approved lodging accommodations outside of the assigned facility; local transportation within the community (including rental vehicles or, if a personnel vehicle is used, mileage reimbursement at the rate allowed by the Internal Revenue Service); and gasoline expenses (including both local travel and round-trip travel);

3.5 Use your best efforts to promptly obtain hospital privileges for Contractors, when applicable. You will be solely responsible for any and all costs and expenses associated with or required for credentialing and/or privileging all Contractors, including but not limited to, costs for medical tests, drug screens, CSR screening, DEA certification, DEA address change and compliance with OSHA requirements. LocumTenens.com shall not be responsible for any such costs associated with, required for or relating to the credentialing or privileging of any Contractor;

3.6 Pay all fees associated with any patient compensation fund as applicable by state;

3.7 Verify identity of Contractor at Client’s facility;

3.8 Pay or reimburse LocumTenens.com for state/county sales, use, franchise or receipts taxes (as applicable by state) charged against payments to us under this Client Agreement; Client further agrees to pay any expenses related to the state’s assessment of any imputed taxes/expenses related to the treatment of Contractors as independent contractors;

3.9 Comply and require the assigned facility to comply with AMA, TJC, federal, state and local standards relating to patient care and related activities;

3.10 Participate in LocumTenens.com customer service/risk management activities by reporting, in writing, immediately to us any incident which may lead to a malpractice claim or disciplinary action taken against any Contractor; and

3.11 Reimburse all fees charged to LocumTenens.com that arise out of the services of any managed service provider, vendor management system or similar such outsourced management agency that you may engage or utilize; this obligation shall survive any termination or expiration of this Agreement.

4.0 Fees

2655 Northwinds Parkway • Alpharetta, GA 30009 • 1-800-Locum MD or (562-8663)

4.1 You agree to pay LocumTenens.com the specific fees for each Contractor as specified on the applicable Contractor Addendum. Such fees are due and payable regardless of the number of cases or modalities performed by the Contractor. Additionally, you agree that: (a) it is your responsibility to ensure all patient charts are completed by the Contractor prior to the Contractor's completion of service, and (b) failure of verification of patient chart completion does not constitute in any way a reduction or elimination of your responsibility to pay all fees to us as required.

4.2 Immediately upon your acceptance of a Contractor, you agree to pay LocumTenens.com a deposit in the amount specified on the applicable Contractor Addendum. Upon our receipt of your written request, you may apply the remaining balance of a deposit paid for a particular Contractor against payment of the last two invoices for your account relating to that Contractor. In addition, provided that all amounts owed to us are paid in full, upon your written request made within one year of placing the deposit, we will refund the remaining balance of the deposit relating to that Contractor to you.

4.3 You agree to pay LocumTenens.com an administrative service fee in the amount specified on the applicable Contractor Addendum for each day a Contractor delivers services through patient contact or call availability.

4.4 Should a Contractor render services or be scheduled for call on a holiday, all hours will be charged at a holiday premium rate, as outlined in the Contractor Addendum. In addition, if the Contractor does not reside in the geographic area but remains within a fifty (50) mile radius of your facility, regardless of whether the Contractor renders services, on the applicable holiday, the holiday premium rate will apply. Holidays include Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and any other holidays recognized by your facility.

4.5 You are responsible for verifying and signing Contractor's timesheets on a weekly basis or assuring an authorized representative of the assigned facility does so. A signed timesheet indicates your agreement that Contractor has properly provided services for the stated hours and that you will remit payment pursuant to the applicable Contractor Addendum and other applicable provisions of this Client Agreement. Any and all timesheets are deemed to be accurate, valid and approved by you at the close of business on the third (3rd) business day following your receipt of the timesheet, and LocumTenens.com is owed payment of the service fees for the time reflected on any such timesheet in accordance with the terms hereof. If you have a question concerning a Contractor's timesheet, you shall notify LocumTenens.com within three (3) business days of your receipt of the timesheet.

4.6 Payment for each time card period is due immediately upon receipt of an invoice. All payments more than Forty Five(45) days past due will accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date of invoice or the date due, whichever is later.

5.0 Cancellation of Coverage

LocumTenens.com expends significant time and effort locating Contractors, arranging for coverage, arranging for transportation, and otherwise arranging to meet your staffing needs. The Contractor we place must arrange his/her schedule as far in advance as possible, which may involve foregoing other opportunities. As a result, the following provisions apply with respect to your cancellation of services:

5.1 You may request that a Contractor be removed or a placement cancelled (a) at any time if the request is based on your reasonable dissatisfaction with the clinical performance or professional conduct of such Contractor or (b) at any time and for any reason, provided that we receive from you at least 30 days prior written notice. If you request that a Contractor be removed or a placement cancelled under (a) above, written documentation detailing the specific reasons for the request for removal must be received by LocumTenens.com prior to the Contractor's removal and such documentation must be reasonably satisfactory to us. In the event of a removal or cancellation under (a) or (b) above, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided by such Contractor through the effective date of the cancellation, plus, but not being limited to, (ii) full roundtrip transportation, local housing, local transportation, any and all fees and penalties incurred by us or Contractor as a result of having to cancel lease agreements for this assignment, plus, but not being limited to, (iii) all other amounts due directly from you to the Contractor.

5.2 In the event that you request that a Contractor that has been scheduled to provide services to or for you (whether or not actually placed in your facility) be removed or his or her placement cancelled and such removal or cancellation does not satisfy the conditions of the preceding paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the cancellation plus (ii) the full amount of fees and costs which would have been payable for any uncompleted portion of the locum tenens period up to a maximum of thirty calendar days. You also agree to reimburse LocumTenens.com for any fees and/or charges incurred by us that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits, plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the locum tenens period requested by you (such as non-cancellable rental or lease costs).

5.3 LocumTenens.com will not, in any event, remove a Contractor from or cancel an assignment for illegal or discriminatory reasons.

6.0 Subsequent Placement, Recruitment or Other Usage of a Candidate

Our locum tenens trial practice option allows you to work with a Contractor prior to entering into a permanent commitment with him/her. Upon payment of the applicable amount set forth below, you or the assigned facility may enter into a direct relationship with a Contractor who has worked with you or has been introduced or presented through LocumTenens.com, following completion of 90 days of locum tenens coverage by that Contractor.

6.1 (a) If the Contractor provides in-person medical services and is hired for a permanent position, the recruitment fee is equal to (i) 25% of the annual salary for the first year of employment, including incentive or other bonus, offered to and accepted by the Contractor or (ii) 25% of the actual salary, including incentive or other bonus, paid to the Contractor for the first year of employment (or part thereof, if a full year of employment is not completed), whichever of (i) and (ii) is greater. The amount determined under clause (i) shall be payable as provided under Section 6.3, and any additional amount required to be paid under clause (ii) will be paid promptly after the determination thereof.

(b) If the Contractor provides remote, telemedicine services and is hired for a permanent position, the recruitment fee is equal to (x) 50% of the annual salary for the first year of employment, including incentive or other bonus, offered to and accepted by the Contractor or (y) 50% of the actual salary, including incentive or other bonus, paid to the Contractor for the first year of employment (or part thereof, if a full year of employment is not completed), whichever of (x) and (y) is greater. The amount determined under clause (x) shall be payable as provided

under Section 6.3., and any additional amount required to be paid under clause (y) will be paid promptly after the determination thereof. The recruitment fee amounts apply without regard to the specialty of the Contractor.

(c) The above recruitment fees are payable for any Contractor introduced to you by LocumTenens.com who: (i) Accepts a position with you or with the facility where the Contractor was assigned or any facility, organization or group owned or operated by, or affiliated with you or with the assigned facility, whether or not in your or its actual community, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you; or (ii) If you or the assigned facility personnel assist in obtaining the position, accepts a position within a 15 mile radius of the facility where the Contractor provided services within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you, or if the Contractor obtains privileges at any facility, organization or group owned or operated by or affiliated with you or with the assigned facility.

6.2 If the Contractor engages in locum tenens coverage or provides services for you or any of your affiliates or with the assigned facility, except through LocumTenens.com, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you, then the recruitment fee is equal to 25% of the national average annual salary for the Contractor's specialty, excluding incentive or other bonus, as printed by Medical Group Management Association (MGMA) for the then-current calendar year. The recruitment fee is owed without regard to the specialty of the Contractor.

6.3 The recruitment fees above are due on the first day the Contractor performs any of the services listed above. Pending our receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Client Agreement and whether or not either of us is in breach of any term of this Client Agreement. In addition, should you elect to interview a candidate introduced to you by LocumTenens.com for a permanent position, you agree to pay expenses related to that interview.

7.0 Status of Contractors

Contractors are independent contractors of LocumTenens.com and/or any one of its affiliates (including LT Medical, LLC). Contractors are not employees, agents or subcontractors of LocumTenens.com. Because Contractors are independent contractors, neither LocumTenens.com, nor you, will be responsible for tax withholding or incurring employee social security payments, workers' compensation insurance, unemployment insurance or health insurance. All medical, healthcare, or clinical decisions or actions shall be solely those of the Contractor.

8.0 Standards Of Service

LocumTenens.com is committed to customer satisfaction. Our risk management will periodically review the performance of Contractors while on assignment. You agree to assist LocumTenens.com in this process by providing us with meaningful feedback by (1) including locum tenens Contractors placed through us in the ongoing quality assurance/risk management programs of your facility, (2) providing necessary materials and reports on the performance of Contractors to LocumTenens.com's customer service/risk management team, medical director and legal counsel, and (3) advising us within 48 hours of your notification of any incident or claim involving a Contractor placed through LocumTenens.com so that we may assist in its resolution.

9.0 Term

9.1 The term of this Client Agreement is for a period of three (3) years, with an option to renew for an additional two years unless otherwise terminated as provided herein.

9.2 Client may terminate this Client Agreement for any reason by giving at least thirty(30) days advance written notice of cancellation. Said thirty (30) day period shall commence upon the date of receipt of such notice by LocumTenens.com. Upon termination of this Client Agreement under this paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the termination plus (ii) the full amount payable and due for any uncompleted portion of the then existing locum tenens periods up to a maximum of thirty calendar days for each such period. You also agree to reimburse LocumTenens.com for any fees and/or charges incurred by us that result from the termination (such as airline penalties for cancellation and rescheduling, non-refundable housing deposits and the like) plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the then existing locum tenens periods (such as non-cancellable rental or lease costs).

9.3 LocumTenens.com may terminate this Client Agreement for any reason upon thirty(30) days prior written notice effective upon receipt by Client.

10.0 Mutual Indemnification

10.1 LocumTenens.com shall defend, indemnify, and hold harmless Client, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal), and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by us, or any failure, negligence, or willful misconduct by us in connection with our performance, of this Client Agreement.

10.2 Client shall defend, indemnify, and hold LocumTenens.com, its affiliates, officers, directors, employees, counsel, agents, and assigns, harmless from and against any and all Damages caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by Client, or any negligence or willful misconduct by Client in connection with its performance, of this Client Agreement or the provision of medical or health care services by Client or the assigned facility.

11.0 General

11.1 Subject to applicable law, the terms or conditions hereof (including the fees payable hereunder), the identity and/or qualifications of the Contractors, and any other information of LocumTenens.com which we deem to be proprietary, are confidential and are provided for your internal use only in connection with

your performance of this Client Agreement. You agree to not disclose, or discuss, any such information with any third party (including any Contractor) without our express written consent.

11.2 Any controversy or claim arising out of or relating to the interpretation, enforcement or breach of this Client Agreement or the relationship between the parties hereto shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules for the American Arbitration Association at any arbitration hearing to be held in the State of Oregon. If LocumTenens.com prevails, Client agrees to pay for reasonable expenses, including attorneys' fees. This paragraph shall be specifically enforceable. The award rendered by the arbitrator(s) may be entered and enforced in any court of competent jurisdiction.

11.3 Neither party shall be liable for any damages incurred by reason of any delay in fulfilling its respective obligations under this Client Agreement, if such delays are caused by conditions beyond the control of such party, including, but not limited to, governmental restrictions, natural disasters, work stoppages, labor disputes, war or insurrection, or acts of God.

11.4 The failure of either party to exercise any of its rights under this Client Agreement shall not be deemed to be a waiver of such rights.

11.5 This Client Agreement (which includes all attachments hereto, all coverage requests and addenda signed by the parties) is our entire agreement and supersedes all prior agreements between us. It binds us and each of our successors and assigns. This Client Agreement may not be assigned by you without our prior written consent. Any changes must be in writing and signed by both parties. If any provisions of this Client Agreement are found to be invalid, the other provisions will remain in full force and effect.

11.6 This Client Agreement does not create any rights in any party, other than LocumTenens.com and Client.

11.7 LocumTenens.com will retain its records and provide government authorities access to them consistent with Title 42 of the United States Code Annotated, Section 1395x(v)(1).

11.8 All notices, requests, instructions or other documents shall be in writing and shall be effective upon receipt, if given (i) in person or by courier or a courier service, (ii) by facsimile or other wire transmission, (iii) by electronic mail where receipt is confirmed, or (iv) by U.S. mail, certified or registered mail, postage prepaid, or overnight delivery service; addressed as set forth on the signature page.

11.9 This Client Agreement shall be governed by the laws of the State of Oregon.

The effective date of this Client Agreement is _____, 2026

CLIENT: Marion County

Name:

Sign: *See Marion County Signature Page*

Title:

Date:

Federal Employer ID:

LocumTenens.com, LLC

Name:

Sign:

Title:

Date:

Notice Address:

2655 Northwinds Parkway
Alpharetta, GA 30009

Attachment B

MARION COUNTY SHERIFF'S OFFICE

NICK HUNTER, SHERIFF

PREA Volunteer and Contractor Information Acknowledgement Form

Our goal at The Marion County Jail (MCJ) and The Marion County Transition Center (MCTC) is to keep everyone safe. Part of achieving that goal is making sure everyone understands how to prevent, detect, and respond to sexual misconduct. We want to make sure you understand the rules of each facility and how to report a problem, or issue in the unlikely event something happens while you are here.

Important Rules to Know: No one is ever allowed to engage in sexual misconduct.

- Sexual misconduct includes any kind of sexual contact, regardless of whether the other party agreed to the contact or not.
- This also includes sexual harassment: saying sexual things, saying things about someone's body, talking about whom someone likes to date, or making offensive gestures or comments.

We prohibit employees and other adults in the facility from doing any of these things at all times. We also maintain appropriate boundaries here. Employees, contractors, and volunteers are prohibited from having any kind of romantic relationship with an offender or offenders. There is no such thing as **consent** to sexual activity in a correctional setting.

We also prohibit employees, contractors, and volunteers from sharing personal details, such as their personal contact information, except in order to carry out their professional responsibilities. Similarly, employees, volunteers, and contractors are prohibited from making contact with offenders outside of each facility through any means (e.g., in person meetings, texting, or on social media), except in order to carry out their professional responsibilities.

How We Keep Everyone Safe: At the Marion County Sheriff's Office, we do a number of things to keep everyone safe, including:

- Educating offenders about their right to be free from sexual misconduct
- Conducting background checks of the individuals, we hire.
- Training employees on our policies on preventing, detecting, and responding to sexual misconduct.
- Maintaining appropriate supervision of offenders at MCJ and MCTC
- Offering a number of ways offenders and others can report problems at each facility.
- Fully investigating all allegations of sexual misconduct.
- Providing services and supports to offenders who allege they have been sexually abused.
- Protecting employees and offenders from retaliation for reporting problems or helping with an investigation

What to Do If You See or Suspect Sexual Misconduct, or if an Offender Reports a Problem to You: Although we do a number of things to keep everyone safe, we want you to know what to do if you see something that looks like a problem or if an offender reports a problem to you.

- If you see or suspect an incident of sexual misconduct, you must report it immediately by contacting a deputy or non-sworn employee.

- If an offender discloses something that suggests an incident of sexual misconduct has occurred, stay calm, listen to what they are saying, take the report seriously, and convey a message of support (e.g., "I'm glad you were strong enough to come to me"). Let the offender know you are going to report the incident to make sure someone investigates and makes sure they are safe. Inform them you will not share his or her report beyond those who need to know to fix the problem.

- If an offender wants to tell you something but asks you not repeat what they are going to tell you, let them know about your limits of confidentiality. This includes whether you have to report certain behaviors by law once you have knowledge or reasonable suspicion that a crime is being or has been committed.

- For example, you might say, "I am glad you came to me and I can understand why you would not want me to tell anyone. If it is about someone hurting, harassing, or threatening you I am required to report it. I respect your decision if you do not want to tell me as a result. But if you tell me, I can work with you to get help."

Questions: If you have questions pertaining to your PREA responsibilities or other facility rules, or your responsibilities while you are here, you may contact us by calling the Marion County Jail's Administrative section at (503)-581-1183.

Acknowledgement: By signing this form, you acknowledge that you have received, read, and understand your responsibilities regarding to The Marion County Sheriff's Office Jail and Transition Center's sexual misconduct prevention, detection, and response policies and procedures.

Signature: _____ **Date:** _____

Printed Name: _____

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 **LocumTenens.com, LLC**, 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 **LocumTenens.com, LLC**.

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. <u>Additional Purposes for Uses and Disclosures by BUSINESS ASSOCIATE.</u>

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 info1mation 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. <u>BUSINESS ASSOCIATE Obligations:</u>

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 discove1y 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 purpose that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health info1mation.

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. <u>Qualified Service Organization Contract Provisions.</u>

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 f om 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 pe1taining 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: June 24, 2026

Department: Sheriff's Office

Title: DPI Security, Inc. Court Security Services

Management Update/Work Session Date: June 9, 2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Bethany Johnston **Phone:** x3261

Requested Action:
Staff requests approval to purchase court security for the Marion County courts against the Oregon State Price Agreement (SPA) #8349 that conforms to Marion County Public Contracting Rules, Section 10-0400.

Issue, Description & Background:
DPI Security, Inc. is a qualified rehabilitation facility (QRF) and a nonprofit organization that provides unarmed security services for the Marion County Courts. The purchase of these services is made against the Oregon State Price Agreement (SPA) #8349.

Financial Impacts:
This will cover the services needed through June 30, 2028. Total contract amount is $914,284.80.

Impacts to Department & External Agencies:
Court Security Services are currently paid from 185.70.72.732.7303.525555

List of attachments:
Contract Review Sheet, Board Agenda Review form, Contract, Exh B

Presenter:
Commander Matt Wilkinson

Department Head Signature:

Contract Review Sheet

Contract for Services **SO-7150-26**

Title: **DPI Court Security Service_MCSO Courthouse**

Contractor's Name: **DPI Security, Inc.**

Department: **Sheriff's Office** Contact: **Bethany Johnston**

Analyst: **Sandra Fixsen** Phone #: **(503) 589-3261**

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

Original Contract Amount: **$ 914,284.80** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 914,284.80** Amd% **0%**

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

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

Description of Services or Grant Award

Contractor will provide court security services for the Marion County Courts. It will be against the Oregon State Price agreement (SPA) #8349, which conforms to the Marion County Public Contracting Rules. Contract amount will support six full-time Facility Security Officers.

Desired BOC Session Date:	**6/24/2026**	Contract should be in DocuSign by:	**6/3/2026**
Agenda Planning Date	**6/11/2026**	Printed packets due in Finance:	**6/9/2026**
Management Update	**6/9/2026**	BOC upload / Board Session email:	**6/10/2026**

BOC Session Presenter(s) **Commander Wilkinson** Code: **Y**

REQUIRED APPROVALS

Sandra L. Fixsen	06/03/2026	Bethany Johnston Bethany Johnston (Jun 3, 2026 10:25:57 PDT)	06/03/2026
Finance - Contracts	Date	Contract Specialist	Date
Scott A. Norris Scott A. Norris (Jun 3, 2026 16:39:57 PDT)	06/03/2026	Jan Fritz Jan Fritz (Jun 4, 2026 09:04:28 PDT)	06/04/2026
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY
CONTRACT FOR SERVICES
SO-7150-26

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and DPI Security, Inc., a Nonprofit hereinafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to ORS 279B.850 and MCPCR 50-00101(1)(b) and is a direct award.

WHEREAS, Contractor is a Certified Oregon Forward Contractor providing employment for individuals with disabilities through a nonprofit partnership and has entered into this agreement with the State of Oregon, Department of Administrative Services.

WHEREAS, County is using the Cooperative Procurement from the State of Oregon, Department of Administrative Services Price Agreement #PO-10700-00033258/8349, dated February 20, 2026

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

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

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2028.** The parties may extend the term of this contract provided that the total term doesn't extend beyond June 30, 2031.

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. Exhibit B- Contact Information for all Parties

3. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **$914,284.80** County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

C. If specified below, county's payments to Contractor under this Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Appendix II to Title 2, Part 200 of the Code of Federal Regulations.

In accordance with 2 CFR 200.331, Contractor has been designated:
☐ Subrecipient
☐ Contractor/Vendor
☒ Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

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

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

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

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

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

i. Termination of this Contract, in whole or in part;

ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

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

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

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

6. TIME IS OF THE ESSENCE

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

7. FORCE MAJEURE

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

8. FUNDING MODIFICATION

A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

9. RECOVERY OF FUNDS

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

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than 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 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:	To County
DPI Security, Inc.	Contracts and Procurement Manager
Attn: Larry Welty	PO_Contracts@co.marion.or.us
4950 NE MLK Jr Blvd	555 Court Street NE, Suite 4247
Portland, OR, 97211	P.O. Box 14500
Lwelty@dpisecurity.com	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 applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Goods/Items/Equipment/Components granted 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: _____ 06/03/2026

Department Director or designee Date

Authorized Signature: Jan Fritz Jan Fritz (Jun 4, 2026 09:04:28 PDT) 06/04/2026

Chief Administrative Officer Date

Reviewed by Signature: Scott A. Norris Scott A. Norris (Jun 3, 2026 16:39:57 PDT) 06/03/2026

Marion County Legal Counsel Date

Reviewed by Signature: _____ 06/03/2026

Marion County Contracts & Procurement Date

DPI SECURITY, INC. SIGNATURE

Authorized Signature: _____

Date

Title: _____

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

The Contractor shall serve as unarmed private security provider and is responsible for delivering facility monitoring, access control, incident documentation, and emergency notification services. The County acknowledges that the services provided under this Agreement are limited to unarmed facility monitoring. Contractor personnel are not sworn law enforcement officers or deputies and shall not perform correctional or law enforcement functions. Contractor personnel are not responsible for the physical restraint or control of violent individuals, except as reasonably necessary for self-defense.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide unarmed security services for the courts of Marion County at the following locations. Additional locations may be added as needed:

- Marion County Courthouse
  100 High Street, NE, Salem, OR, 97301

- Marion County Circuit Court Annex
  4000 Aumsville Hwy, SE, Salem, OR, 97317

- Marion County Juvenile Court
  2970 Center Street, NE, Salem, OR, 97301.

Unarmed Security Services shall include, but are not limited to, the following deliverables:

i. Provision of Security Services

a. Security services are to be provided in accordance with all applicable federal, state, and local laws and shall be performed in a timely manner in accordance with accepted industry standards applicable to the Security industry.

b. Contractor shall provide a well-supervised, fully trained, and competent workforce at all times to perform the Services in a timely and efficient manner. Failure to provide the necessary oversight and supervision will constitute a breach of contract and may result in termination of this agreement.

c. County reserves the right to change the operations of this contract to meet the changing security concerns or needs. Any changes to the standard operations will be discussed with the Contractor prior to any changes.

ii. Staffing Schedule

a. Contractor shall assign six Oregon-certified Facility Screening Security Officers to provide facility entrance screening for eight-hour shifts, five days per week.

(1) Marion County Courthouse, Monday through Friday, 7:30 AM to 5:00 PM (0730-1700) to include one (1) hour unpaid lunch break per shift.

(2) Marion County Circuit Court, Monday through Friday, 8:00 AM to 5:00 PM (0800-1700) to include one (1) hour unpaid lunch break per shift.

(3) Marion County Juvenile Court, Monday through Friday, 8:00 AM to 5:00 PM (0800-1700); or any other beginning and end times as designated by County. Includes one (1) hour unpaid lunch break per shift.

(4) No shift shall be left unstaffed. Contractor shall provide supervisory support and replacement personnel as necessary.

(5) Excluding State holidays specified in ORS 187.010 and official closed days observed by Agency.

iii. Background Requirements

a. Contractor shall conduct a background investigation of all employees to be utilized in the performance of the contract.

b. Contractor shall establish verification by requiring that prospective employees, as a condition of employment, apply for and receive a criminal history check from the Oregon State Police. (OSP).

c. Contractor shall provide a list of qualified Security Officers to County that include names, address, and date of birth seven (7) days prior to placement of personnel. All replacement personnel will be subject to the same criteria. Marion County reserves the right to conduct its own background investigation.

d. Contractor shall ensure that prospective employees meet or exceed the minimum background investigation requirements. Minimum background investigation to include, but not limited to Felony Convictions, Misdemeanor Convictions, Illegal Conduct, Mental Health Disorders, and Prior Work History.

e. No Security Officer shall assume duties unless they have been in a non-working status for a minimum of eight (8) hours prior to reporting for duty. No Security Officer will be authorized to leave their station during their shift except for those specific to take breaks, lunch, or rotate station duty. Contractor will coordinate and schedule so that screening levels are maintained during breaks and lunches.

iv. Personnel Standards and Conduct

a. Contractor shall ensure that all Security Officers assigned under this contract are properly licensed and qualified to perform required services:

(1) Report to duty in clean, identifiable uniforms.

(2) Maintain a professional level of appearance, hygiene, and grooming in accordance with industry-recognized standards and County expectations.

(3) Always conduct themselves in a professional and courteous manner.

(4) Not use or possess alcohol, illegal drugs, marijuana, or tobacco products while on duty or on County property.

(5) County reserves the right to require removal and replacement of any officer whose conduct, appearance, or performance is considered inappropriate, unprofessional or otherwise unsatisfactory.

b. Personnel assigned under this Contract shall:

(1) Process sufficient proficiency in the English language to effectively read, write, and communicate verbally as required to perform assigned duties and document activities accurately.

(2) Have the ability to convey and receive detailed or critical instructions and information in a clear and accurate manner.

(3) Be able to perceive, interpret, and respond appropriately to spoken communication and audible alerts generated by screening or monitoring equipment.

(4) Be capable of using standard telephone systems to communicate effectively in the performance of assigned duties.

(5) Demonstrate basic working knowledge of mathematics sufficient to perform routine calculations and support assigned duties.

(6) Demonstrate the necessary aptitude and functional capabilities to safely and effectively perform required tasks. This includes adequate visual acuity (including color differentiation where required), hearing ability, physical coordination, and motor skills consistent with the operational demands of the position and applicable safety standards.

(7) Possess sufficient manual dexterity to operate standard office and security equipment, including keyboards and/or ten-key.

(8) Be capable of standing, sitting, or walking for extended periods of time, up to eight (8) hours, on a variety of flooring surfaces, as required to perform assigned duties.

(9) Be capable of climbing stairs and performing occasional bending, stooping, twisting, and reaching in the course of their duties.

(10) Be capable of working in a range of environmental conditions, including exposure to weather conditions such as extreme heat, cold, and moisture.

(11) Be available to work flexible schedules including carrying shifts and must be able to respond to emergencies in a timely, appropriate, and effective manner.

(12) Maintain strict confidentiality of all information encountered in the course of their duties in accordance with applicable laws, regulations, and County policies.

(13) Capable of performing physical searches and related screening operations in accordance with the established procedures.

(14) Be able to efficiently and thoroughly manipulate, inspect, and handle baggage, containers, and other items subject to screening process.

(15) If a Facility Screening Security Officer is unavailable to work their scheduled shift, the Contractor is responsible for assigning individuals who will fully meet the requirements.

(16) The Facility Screening Security Officers who are scheduled for shifts at the listed locations will report ¼ of an hour before each shift to check and calibrate equipment, along with preparing checkpoint operations.

c. Compliance clause: The requirements set forth herein are considered essential functions of the position and may be performed with or without reasonable accommodation, in accordance with applicable state and federal laws.

v. Contractor Training and Orientation

a. Contractor shall ensure each Security Officer completes site- specific orientation provided or approved by County.

b. The Contractor will conduct periodic Red Team Drills, and the results will be communicated to the Judicial Security Unit (JSU) Sergeant/Onsite Contact:

Judicial Security Unit Sergeant Todd Moquin, see **Exhibit B** for contact information.

c. The JSU will also perform Red Team Drills, and the results will be shared with the Contractor.

d. A minimum standard must be established (based on current industry standards), and the Contractor shall immediately correct poor performance with remedial training. If the remedial training is ineffective, the Contractor shall remove and replace the Facility Screening Security Officers as necessary.

e. Orientation shall include rules and expectations:

(1) Access control procedures

(2) Emergency response protocols

(3) De-escalation expectations

(4) Communication and reporting standards

(5) Authority limitations applicable to private security personnel.

f. County reserves the right to require supplemental training, retraining, or removal of personnel who fail to adhere to site procedures or performance expectations.

vi. Authority Limitations

a. Security Officers are not peace officers, and:

(1) Have no enforcement authority.

(2) Shall not conduct criminal investigations.

b. Security Officers may only exercise authority consistent with Oregon private security law and general citizen authority.

c. All criminal matters shall be referred to law enforcement.

vii. Communication and Emergency Response

a. Communication

The Contractor shall maintain daily logbooks documenting all incidents, unusual occurrences, and unlawful acts observed or reported during the performance of duties. Logbooks shall be maintained in an organized manner and made available to County for inspection at any time upon request.

The Contractor shall prepare and submit written incident reports to the JSU within the Marion County Sheriff's Office in a timely manner and in accordance with the established procedures. All reports shall be typewritten and provided in an electronic format compatible with Microsoft Word or Excel, as directed by County.

All confiscated items shall be properly categorized, counted, and documented. Such items, along with the corresponding written report, shall be transferred to the JSU Sergeant on a monthly basis, or more frequently if directed by the County, in accordance with established procedures.

b. Unauthorized Access and Law Enforcement Notification

Security Officer shall be responsible for promptly alerting a Law Enforcement Officer (LEO) of an individual attempting to gain unauthorized access. Security Officers may detain such individuals in accordance with applicable laws and policy and shall transfer custody to the on-duty LEO as soon as practicable.

c. Emergency Response Procedures

In the event of an Emergency, including but not limited to, a physical altercation, suspected or confirmed weapon possession, medical emergency, fire or fire hazard, significant facility disturbance (e.g. water leakage, broken locks, broken or cracked windows, hazardous flooring conditions), or any threat to life or safety, Security Officer(s) on duty shall immediately contact the JSU and take the following actions:

(1) Move to or maintain a safe position.

(2) Notify JSU via telephone or radio, as identified in Exhibit B -Key Persons.

(3) Maintain observation of the situation, if safe to do so.

(4) Complete required written incident documentation in accordance with established procedures.

d. Prohibited or Dangerous items Identified During Screening:

If any explosive, deadly, or dangerous items are identified during the screening process, screening personnel shall immediately activate the emergency stop suppress ("RED STOP") function on the X-ray equipment and notify the JSU. Personnel shall not touch, handle, or attempt to remove the item and shall secure the screening area as appropriate until relieved by authorized personnel.

e. Use of Force Limitations

Security Officers shall not intervene in violent situations beyond what is reasonably necessary for self-defense or defense of others, consistent with applicable laws, training, and County policy.

viii. Access Control and Screenings Procedures:

a. The Security Officer shall maintain secured exterior doors.

(1) The Contractor shall implement and maintain effective access control procedures at all designated entry points to regulate and monitor ingress into the facilities.

(2) If prohibited or non-allowable items are identified during the screening process, the individual shall be required to voluntarily surrender the items or be denied entry into the facility.

(3) Any items voluntarily surrendered shall not be retained, stored, or returned by security personnel or County. Individuals shall be responsible for the disposition of such items prior to entry.

(4) During periods of increased screenings demand, staffing levels may be augmented beyond the minimum requirements to maintain efficient screening operations. Such adjustments may include the assignment of additional Facility Screening Security Officers at access points. The Contractor shall be responsible for ensuring that screening operations remain efficient at all times.

(5) During periods of reduced activity, staffing levels may be adjusted accordingly, subject to prior approval of the JSU Sergeant.

(6) Screening Requirements for Entry:

All individuals seeking to pass beyond designated screening points shall be required to undergo security screening. Screening of persons shall typically be conducted using metal detection equipment.

Individuals shall not retain hand-carried items on their person during screening process, except for clothing and minimal personal effects (e.g. Identification badge or passes). All hand carried items shall be subject to separate inspection.

All items entering through the screening points shall be screened. Inspections shall be conducted in a thorough, professional, and reasonable manner. If an individual declined to have the hand-carried items screened using standard equipment, such items may be subject to alternative inspection methods sufficient to reasonably determine that they do

not contain prohibited items. If an individual refuses to permit inspection of hand-carried items, such items shall not be permitted beyond the screening point.

Any indication of unaccounted-for metal on an individual must be fully resolved to the satisfaction of screening personnel. An individual shall only be permitted to proceed beyond the screening point upon successful completion of both personal screening and inspection of all carried items.

Individuals may decline to undergo screening; however, any individual who refuses screening shall be denied entry beyond the screening points. The JSU Deputies will be notified of any individual refusing to comply with screening requirements.

(7) Screening Exceptions and Alternative Procedures:

Individuals who are unable to undergo standard screening procedures due to mobility limitations, medical conditions, or the use of assistive devices (e.g. crutches, wheelchairs, stretchers, prosthetic devices) shall be provided with alternative screening methods. Such screening may be conducted in a private setting, as appropriate, and shall be performed with the individuals' consent using a handheld metal detection device, physical inspection, or a combination of both, sufficient to reasonably ensure the absence of prohibited items.

Upon completion of alternative screening, the individual may be escorted through or around the screening points, as appropriate. All hand-carried items shall remain subject to standard screening procedures.

All alternative screenings shall be conducted in a professional, respectful, and non-discriminatory manner, consistent with the applicable laws, regulations, and County policy.

If an individual declines or refuses to participate in alternative screening procedures, the individual shall be denied entry beyond the screening point. The JSU Deputies shall be notified of any such refusal, and further action shall be taken in accordance with established protocols.

b. Screening functions:

The Contractor shall ensure that personnel screening operations are in accordance with established procedures and role-specified assignments. For purposes of this Contract, screening activities are divided into two primary functions:

(1) Property Screening Function: Includes the operation of X-ray equipment and the physical inspection of personal property, baggage, containers, and other items.

(2) Personnel Screening Function: Includes screening individuals through a walkthrough metal detector and/or the use of handheld metal detection devices.

Personnel shall be assigned to perform only one (1) screening function at a time. Under no circumstance shall a single Security Officer simultaneously perform both property screening and personnel screening functions.

Staffing levels and post assignments shall be structured to ensure continuous, effective coverage of both screening functions while maintaining this separation of duties.

ix. Equipment:

The County shall furnish all primary screening and communication equipment required for performance under this Contract, including but not limited to the X-ray machines, walkthrough metal detectors (magnetometer), handheld metal detectors, and radios.

The County-issued equipment shall remain the property of the County and shall be used solely for the official duties under this Contract. Under no circumstance shall equipment or items assigned to duty stations or located within the Court facilities be removed from the premises without prior written authorization from the JSU.

Facility Screening Security Officers shall utilize only County-provided equipment in performance of their duties. The use of personal equipment or Contractor-provided equipment as a substitute for County-issued equipment is strictly prohibited unless expressly authorized in advance by the JSU Sergeant.

Any violations of this provision shall be reported to the Contractor and may result in immediate removal of the individual from duty, along with potential disciplinary action, up to and including dismissal from assignment under the Facility Security program. Such actions are in addition to any other remedies available to the County under this Contract or applicable law, including but not limited to those related to unauthorized use or removal of County property.

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.

D. KEY PERSONS. Contractor and County agree that each individual on Exhibit B is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person").

Each of the persons listed in Exhibit B is a Key Person under this Contract.

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the

proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

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 **$914,284.80.**

A. METHOD OF PAYMENT FOR SERVICES:

The County shall pay Contractor at a fixed rate of **$36.63** per hour but not in excess of $914,284.80. for Facility Screening Officer (FSO) services under this contract.

Each FSO shall be scheduled for eight hours per day, 40 hours per week, Monday through Friday. A total of six FSO's shall be assigned under this contract.

i. Weekly Compensation

The weekly cost per FSO shall be $1,465.20, resulting in a total weekly cost of $8,791.20 for six FSO's.

ii. Monthly Compensation

Monthly costs shall vary based on the number of workweeks in a given month:

- For months containing four weeks (eight months annually), the monthly cost shall be $5,860,80 per FSO, totaling $35,164.80 for six FSO's.
- For months containing five weeks (four months annually), the monthly cost shall be $7,326.00 per FSO, totaling $43,956.00 for six FSO's.

iii. Maximum Hours

Total scheduled hours shall be 240 hours per week, not to exceed 960 hours per month.

iv. Holiday and Service Exclusions

Services shall not be required on State-recognized holidays as defined in ORS 187.010, or on official County closure days, Recognized holidays include:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day (Fourth of July)
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

v. Overtime and Additional Services

The Contractor shall staff personnel in a manner that avoids overtime under normal operating conditions, and:

- Any hours worked beyond the contracted schedule must receive prior written approval from the County.
- If the County requests services outside standard operating hours, the Contractor must obtain advance authorization from the Contract Administrator prior to incurring any overtime costs.

B. BASIS OF PAYMENT FOR SERVICES. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.

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 payment for cause shall begin 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.

i. If Contractor fails to present invoices in proper form within 60 calendar days after the end of the month in which the services were rendered, Contractor waves any right to present such invoices thereafter and to receive payment, therefor.

ii. Payment will be made to contractor no later than 45 calendar days from receipt if invoice is completed in conformance with the contractual requirements.

iii. The County will notify the Contractor within 10 calendar days of receipt of invoice regarding necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made not later than 45 calendar days after receipt of revised invoice.

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. The invoices will include detailed description of Services performed, Date of Service, rate for Services performed, number of hours worked, total amount due.

Marion County
Attn: Sheriff's Office, Bethany Johnston
SO-Contracts@co.marion.or.us
PO BOX 14500
Salem, OR 97309

EXHIBIT B
CONTACT INFORMATION FOR THE PARTIES

Email addresses in this Attachment are provided for purpose of notice and communication.

CONTRACTOR CONTRACT ADMINISTRATOR
Company Name: DPI Security, Inc.
Person Name: Larry Welty
Title: President Security Services
Address 4950 NE Martin Luther King Jr Blvd
City State Zip: Portland, OR 97211
Phone: 503-519-3474
Cell: 503-519-3474; Fax: 503-284-0718
Email: lwelty@dpisecurity.com

CONTRACTOR CONTACT
Company Name: DPI Security, Inc.
Person Name: Bill Traughber
Title: Vice President of Business Development
Address: 4950 NE Martin Luther King Jr. Blvd.
City State Zip: Portland, OR 97211
Phone: 503-331-3816
Cell: 360-608-1374; Fax: 503-284-0548
Email: btraughber@dpisecurity.com

CONTRACTOR REPRESENTATIVE
Company Name: DPI Security, Inc.
Location: **EUGENE AREA CONTACT**
Address Street: 101 East Broadway, Suite 300
City State Zip: Eugene, OR 97401
Phone: 971-865-1353; Fax: 541-225-5203
Email: DPI Security, Inc. – Eugene

CONTRACTOR SERVICE REPRESENTATIVE
Company Name: DPI Security, Inc.
Location: **PORTLAND AREA CONTACT**
Address: 4950 NE Martin Luther King Jr. Blvd.
City State Zip: Portland, OR 97211
Phone: 503-281-1289; Fax: 503-284-0548
Email: DPI Security, Inc. - Portland

CONTRACTOR SERVICE REPRESENTATIVE
Company Name: DPI Security, Inc.
Location: **SALEM AREA CONTACT**
Address Street: 2235 Mission St. SE, Suite 100
City State Zip: Salem, OR 97302
Phone: 503-943-0039, Fax: 503-856-9848
Email: DPI Security Inc. - Salem

CONTRACTOR ACCOUNTS RECEIVABLE
Company Name: DPI Security, Inc./DePaul Industries
Person Name: Emily Pass
Title: Accounting Specialist
Address Street: 4950 N.E. Martin Luther King Jr. Blvd
City State Zip: Portland, OR 97211
Phone: 503-331-3818
Fax: 503-284-0718
Email: epass@thedpigroup.com

COUNTY-CONTRACT ADMINISTRATOR
Agency Name: Marion County Sheriff's Office
Person Name: Matt Wilkinson
Title: Operations Commander
Address Street: 100 High Street NE
City State Zip: Salem, OR 97301
Phone: 503-566-6925
Email: MWilkinson@co.marion.or.us

COUNTY- MANAGER
Agency Name: Marion County Sheriff's Office
Person Name: Sherrie Hickam
Title: Administrative Service Manager
Address Street: 100 High Street NE
City State Zip: Salem, OR 97301
Phone: 503-589-3275
Email: SHickam@co.marion.or.us

COUNTY- ONSITE CONTACT
Agency Name: Marion County Sheriff's Office
Person Name: Todd Moquin
Title: Judicial Security Unit Sergeant
Address Street: 100 High Street NE
City State Zip: Salem, OR, 97301
Phone: 503-576-7229
Cell: 503-932-4256
Email: Tmoquin@co.marion.or.us

COUNTY-ACCOUNTS PAYABLE
Agency Name: Marion County Sheriff's Office
Person Name: Liliana Estrada
Title: Accounting Specialist
Address Street: 100 High Street NE
City State Zip: Salem, OR 97301
Phone: 503-373-4472
Email: Eestradadiaz@co.maion.or.us

COUNTY CONTRACT CONTACT
Agency Name: Marion County Sheriff's Office
Person Name: Bethany Johnston
Title: Management Analyst
Address Street: 100 High Street NE
City State Zip: Salem, OR 97301
Phone: 503-589-3261
Email: Btjohnston@co.marion.or.us

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 24, 2026

Department: Treasurer's Office

Title: Distribution of Oregon State Forestry Timber Revenue as per ORS Chapter 530

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

Time Required: 5 Minutes **Contact:** Jessica Paler **Phone:** 503-584-7750

Requested Action:
Approve the distribution of the ORS Chapter 530 timberlands revenue as required by ORS 530.115.

Issue, Description & Background:
ORS 530.115 provides for the distribution of revenues generated by timber sales from certain lands located within the county. Pursuant to the statute, the State has distributed $2,509,014.42 to the county for the first, second, and third quarters of 2025-2026. The county must now also distribute the monies in accordance with the statute. The Treasurer's Office has applied the distribution formula and prepared a list of the entitled entities and the appropriate amounts to be distributed. The distribution list and a form of Board Order are attached.

Financial Impacts:
None

Impacts to Department & External Agencies:
None

List of attachments:
Order and Distribution List

Presenter:

Department Head Signature:
Samuel A. Brentano

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of the)
Distribution of revenues from)
State Forestry timberlands)
as per ORS Chapter 530)

ORDER No.

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on June 24, 2026; and

IT APPEARING that Marion County has received monies representing revenues generated from lands conveyed to the State of Oregon pursuant to what is now ORS Chapter 530, and that these monies were paid for the first, second, and third quarters of fiscal year 2025-2026; and,

IT FURTHER APPEARING that these monies should now be disbursed to the parties, in the amounts designated in Exhibit A, attached hereto and by this reference made a part hereof; now, therefore,

IT IS HEREBY ORDERED that revenues generated from ORS Chapter 530 lands and received for the first, second, and third quarters of fiscal year 2025-2026 shall be distributed as set out in Exhibit A.

DATED at Salem, Oregon this 24th day of June 2026.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Approved:

_____
Chief Administrative Officer

Marion County
OREGON
TREASURY DEPARTMENT

TREASURER
Sam Brentano

(503) 584-7750

ORS CHAPTER 530
OREGON STATE FORESTRY TIMBERLANDS
FY 25/26 1ST, 2ND, & 3RD QUARTER DISTRIBUTION

Marion County	738,081.77
County School Fund	586,825.00
Chemeketa Community College	124,738.41
ESD - Linn	64,041.77
ESD - Willamette	-3,189.00
Silver Falls Library	-5,701.53
Chemeketa Library	16,301.54
Marion County Extension Service	9,965.56
Silver Falls School District #4J	-45,090.39
N. Santiam School District #29J	-3,646.12
Santiam Canyon School District #129	1,026,687.41
Gates Fire District	0.00
TOTAL	**$ 2,509,014.42**

EXHIBIT A

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 24, 2026

Department: Treasurer's Office

Title: Increase the Change Fund at the Marion County Public Works Environmental Services Brown's Island Demolition Landfill

Management Update/Work Session Date: June 16, 2026 **Audio/Visual aids** ☐

Time Required: 5 Minutes **Contact:** _____ **Phone:** _____

Requested Action: Approve order to increase the Change Fund at the Marion County Brown's Island Demolition Landfill

Issue, Description & Background: The Marion County Environmental Services Brown's Island Demolition Landfill has identified the need to increase the change fund from $500.00 to $1,000.00 due to implementing a new operating system and updating their cash handling procedures to assign each scale attendant their own cash bag instead of a shared cash drawer.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Board Order

Presenter: Samuel A. Brentano

Department Head Signature: Samuel A. Brentano

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of increasing a Change Fund for the Marion County Public Works Environmental Services Brown's Island Demolition Landfill.)

ORDER No.

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, June 24, 2026.

WHEREAS, the Marion County Public Works Environmental Services Brown's Island Demolition Landfill has had an existing cash drawer of $500.00 for several years; and,

WHEREAS, the Marion County Public Works Environmental Services Brown's Island Demolition Landfill has identified the need to increase the change fund from $500.00 to $1,000.00 due to implementing a new operating system and updating their cash handling procedures to assign each scale attendant their own cash bag; and,

WHEREAS, the Marion County Public Works Environmental Services Brown's Island Demolition Landfill has found the existing amount of change authorized in their cash drawer insufficient for their current need; and,

WHEREAS, the Marion County Public Works Environmental Services Brown's Island Demolition Landfill has made provisions to assure control of the requested change fund and the Marion County Treasurer, and the Marion County Controller have reviewed and approved the proposed control measures in accordance with Marion County Administrative Policy 903; and,

WHEREAS, Marion County Administrative Policy 903 requires the approval of the County Administrative Officer and the Board of Commissioners to establish change funds; and,

WHEREAS, it appears in the best public interest to increase the change fund for the Marion County Public Works Environmental Services Brown's Island Demolition Landfill; now, therefore,

1. IT IS HEREBY ORDERED that a change fund be increased for the Marion County Public Works Environmental Services Brown's Island Demolition Landfill from $500.00 to $1,000.00.

DATED at Salem, Oregon, this _____ day of _____ 20___.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Approved:

_____
Chief Administrative Officer

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 24, 2026

Department: Treasurer's Office

Title: Increase the Change Fund at the Marion County Public Works Environmental Services North Marion Recycling & Transfer Station

Management Update/Work Session Date: June 16, 2026 **Audio/Visual aids** ☐

Time Required: 5 Minutes **Contact:** _____ **Phone:** _____

Requested Action: Approve order to increase the Change Fund at the Marion County North MarionRecycling & Transfer Station

Issue, Description & Background: The Marion County Environmental Services North Marion Recycling & Transfer Station has identified the need to increase the change fund from $800.00 to $1,600.00 due to implementing a new operating system and updating their cash handling procedures to assign each scale attendant their own cash bag instead of a shared cash drawer.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Board Order

Presenter: Samuel A. Brentano

Department Head Signature: Samuel A. Brentano

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of increasing a Change Fund for the Public Works Environmental Services North Marion Recycling & Transfer Station.)

ORDER No. ____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, June 24, 2026.

WHEREAS, the Marion County Public Works Environmental Services North Marion Recycling & Transfer Station has had an existing cash drawer of $800.00 for several years; and,

WHEREAS, the North Marion Recycling & Transfer Station has identified the need to increase the change fund from $800.00 to $1,600.00 due to implementing a new operating system and updating their cash handling procedures to assign each scale attendant their own cash bag; and,

WHEREAS, the North Marion Recycling & Transfer Station has found the existing amount of change authorized in their cash drawer insufficient for their current need; and,

WHEREAS, the North Marion Recycling & Transfer Station has made provisions to assure control of the requested change fund and the Marion County Treasurer, and the Marion County Controller have reviewed and approved the proposed control measures in accordance with Marion County Administrative Policy 903; and,

WHEREAS, Marion County Administrative Policy 903 requires the approval of the County Administrative Officer and the Board of Commissioners to establish change funds; and,

WHEREAS, it appears in the best public interest to increase the change fund for the North Marion Recycling & Transfer Station; now, therefore,

1. IT IS HEREBY ORDERED that a change fund be increased for the Marion County Public Works Environmental Services North Marion Recycling & Transfer Station from $800.00 to $1,600.00.

DATED at Salem, Oregon, this _____ day of _____ 20___.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Approved:

_____
Chief Administrative Officer

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 24, 2026

Department: Treasurer's Office

Title: Increase the Change Fund at the Marion County Public Works Environmental Services Salem-Keizer Recycling & Transfer Station

Management Update/Work Session Date: June 16, 2026 **Audio/Visual aids** ☐

Time Required: 5 Minutes **Contact:** _____ **Phone:** _____

Requested Action:

Approve order to increase the Change Fund at the Marion County Salem-Keizer Recycling & Transfer Station

Issue, Description & Background:

The Marion County Environmental Services Salem-Keizer Recycling & Transfer Station has identified the need to increase the change fund from $1,300.00 to $2,600.00 due to implementing a new operating system and updating their cash handling procedures to assign each scale attendant their own cash bag instead of a shared cash drawer.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments:

Board Order

Presenter:

Samuel A. Brentano

Department Head Signature:

Samuel A. Brentano

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of increasing the Change Fund for the Marion County Public Works Environmental Services Salem-Keizer Recycling & Transfer Station.)
)
)

ORDER No.

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, June 24, 2026.

WHEREAS, the Marion County Public Works Environmental Services Salem-Keizer Recycling & Transfer Station has had an existing cash drawer of $1,300.00 for several years; and,

WHEREAS, the Marion County Environmental Services Salem-Keizer Recycling & Transfer Station has identified the need to increase the change fund from $1,300.00 to $2,600.00 due to implementing a new operating system and updating their cash handling procedures to assign each scale attendant their own cash bag; and,

WHEREAS, the Marion County Environmental Services Salem-Keizer Recycling & Transfer Station has found the existing amount of change authorized in their cash drawer insufficient for their current need; and,

WHEREAS, the Marion County Environmental Services Salem-Keizer Recycling & Transfer Station has made provisions to assure control of the requested change fund and the Marion County Treasurer, and the Marion County Controller have reviewed and approved the proposed control measures in accordance with Marion County Administrative Policy 903; and,

WHEREAS, Marion County Administrative Policy 903 requires the approval of the County Administrative Officer and the Board of Commissioners to establish change funds; and,

WHEREAS, it appears in the best public interest to increase the change fund for the Marion County Environmental Services Salem-Keizer Recycling & Transfer Station; now, therefore,

1. IT IS HEREBY ORDERED that a change fund be increased for the Marion County Environmental Services Salem-Keizer Recycling & Transfer Station from $1,300.00 to $2,600.00.

DATED at Salem, Oregon, this _____ day of _____ 20___.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Approved:

_____
Chief Administrative Officer

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/24/26

Department: Health & Human Services

Title: Amdt 1 to Drug Addiction Treatment and Recovery Grant Agreement PO-44300-00048029

Management Update/Work Session Date: 6/9/26 **Audio/Visual aids** ☐

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

Requested Action:
Approve Amendment 1 to the Intergovernmental Agreement (IGA) with the Oregon Health Authority for the Behavioral Health Resource Network (BHRN) grant.

Issue, Description & Background:
Oregon Health Authority provides financial assistance through the Intergovernmental Agreement (IGA) to Marion County Health & Human Services (MCHHS) to operate and contract services for the operation of Drug Addiction Treatment and Recovery Services. Behavioral Health Resource Network (BHRN) grant.

Amendment 1 reduces funds in the amount of $997,500.00 based on projected tax revenues.

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

Impacts to Department & External Agencies:
NA

List of attachments:
Amendment 1, Original Agreement

Presenter:
Carol Heard/Troy Gregg

Department Head Signature:

Contract Review Sheet

Grant Agreement **HE-6696-25 - Am1**

Title: **Drug Addiction Treatment and Recovery Grant Agreement (BHRN) PO-44300-00048029**

Contractor's Name: **Oregon Health Authority**

Department: **Health and Human Services** Contact: **Kristina Ballow**

Analyst: **Chalyce MacDonald** Phone #: **(503) 588-5409**

Term - Date From: **July 1, 2025** Expires: **June 30, 2029**

Original Contract Amount: **$ 9,500,000.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ (997,500.00)** New Contract Total: **$ 8,502,500.00** Amd% **-11%**

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

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

Description of Services or Grant Award

Oregon Health Authority provides financial assistance through the Intergovernmental Agreement (IGA) to Marion County Health & Human Services (MCHHS) to operate and contract services for the operation of Drug Addiction Treatment and Recovery Services. Behavioral Health Resource Network (BHRN) grant

Amendment 1 - Reduction of funds in the amount of $997,500.00 based on projected tax revenues for a new NTE amount of $8,502,500.00.

Desired BOC Session Date:	**6/24/2026**	Contract should be in DocuSign by:	**6/3/2026**
Agenda Planning Date	**6/11/2026**	Printed packets due in Finance:	**6/9/2026**
Management Update	**6/9/2026**	BOC upload / Board Session email:	**6/10/2026**

BOC Session Presenter(s) **Carol Heard/Troy Gregg** Code: **Y**

REQUIRED APPROVALS

Chalyce MacDonald	05/18/2026	Kristina Ballow (May 18, 2026 16:09:01 PDT)	05/18/2026
Finance - Contracts	Date	Contract Specialist	Date
Scott A. Norris Scott A. Norris (May 19, 2026 14:33:34 PDT)	05/19/2026	Jan Fritz Jan Fritz (May 19, 2026 23:34:02 PDT)	05/19/2026
Legal Counsel	Date	Chief Administrative Officer	Date

Docusign Envelope ID: 3177F64B-FB6E-8860-820E-DF13635C4D6D

Grant Agreement Number PO-44300-00048029

AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **1** (this "**Amendment"**) to Grant Agreement Number **PO-44300-00048029** (the "Agreement") between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "**OHA**," and

Marion County Health & Human Services
3160 Center St NE
Salem, Salem 97301
Attention: Troy Gregg
Telephone: 503-361-2670
E-mail address: tgregg@co.marion.or.us

hereinafter referred to as "**Recipient**."

1. This Amendment shall become effective on July 1, 2026, provided all signatures in Section 6., below have been obtained.

2. The Agreement is hereby amended as follows:

a. **Section 3. "Grant Funds and Disbursement Generally",** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

Grant Funds and Disbursement Generally.
The maximum not-to-exceed amount payable to Recipient under this Agreement is **~~$9,500,000.00~~8,502,500.00**. (the "**Grant Funds**" or "**Grant**"). ~~Grantor~~ **OHA** will not disburse Grant Funds to Recipient in

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excess of the not-to-exceed amount and will not disburse Grant Funds until this Agreement has been executed. ~~Grantor~~ **OHA** will disburse the Grant to Recipient as described in Exhibit A, Part 2.

The Not-to-Exceed (NTE) amount of the Grant Funds under this Agreement is based on projected tax revenues. Accordingly, the Grant Funds may be adjusted on an annual basis, up or down in accordance with this Agreement.

b. Exhibit A, Part 1, 2. "Service Area", 2.5 "Additional Performance Requirements" only, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

2.5 Additional Performance Requirements.

a. Recipient must use evidence-based practice(s) or Tribal-based practices, or both, to meet the needs of the community Recipient serves.

b. According to OAR 944-010-0010 (8) "Culturally and Linguistically Specific Services" means quality substance use prevention, treatment, and recovery supports and services that are designed specifically for a distinct minoritized cultural community, developed based on the languages used and cultural values of the distinct minoritized cultural community and designed to elevate their voices and experiences, and that have the aim of enhancing emotional safety, belonging, and a shared collective cultural experience for healing and recovery among the distinct cultural community served. These services are primarily led and staffed by people that have extensive experience working with or being immersed in the same minoritized cultural community they serve or have a history of at least five years primarily serving the specified minoritized cultural community in a behavioral health setting."

c. Recipient must ensure that clients who are Black, Latinx, Native American, LGBTQIA2S+, Asian, Pacific Islander, houseless, incarcerated, veterans, or have lived experience of substance use disorder can access intersectional, culturally and linguistically specific and responsive services within 48 hours of seeking services.

d. Attend Quarterly County BHRN Meeting, coordinated by

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BHRN funded participants w/in the county, to promote shared goals, measure, and monitor progress toward collective goals, and to align efforts across systems.

c. Exhibit A, Part 1, 4. "Client Data Collection and Service Area Reporting", add 4.5 **only,** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

4. Client Data Collection and Service Area Reporting

4.5 OHA may allow revisions to previously submitted quarterly reports within the current fiscal year (up to the past four quarters). Unless Recipient can demonstrate exigent circumstances, revisions beyond the current fiscal year are generally not accepted. All revision submissions require prior written approval from the assigned Grant Administrator (GA).

There is no set numerical limit on the number of revisions a Recipient may submit within the current fiscal year; however, revisions must be necessary to correct material errors, update incomplete data, or address identified compliance issues. Repeated or excessive revisions may prompt GA review to determine whether additional technical assistance, corrective action, or reporting controls are required.

All revisions must be clearly identified as revised submissions and must include a brief explanation of the changes made. All revisions must preserve the original submission record and maintain version control to ensure a complete audit trail. Recipients must retain documentation supporting both the original and revised submissions in accordance with record retention requirements. OHA reserves the right to restrict further revisions if edits compromise data integrity, audit traceability, or reporting timelines.

d. Exhibit A, Part 2, Disbursement and Financial Reporting, 1. c. only, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold.**

c. ~~Grantor~~ **Subject to the terms and conditions of this**

Agreement, OHA will disburse the Grant to Recipient as follows:

Disbursement Schedule for Recipient	Disbursement Amounts (Total for Recipient)
Beginning July 1, 2025, equal payments will be disbursed on a quarterly basis for the upcoming quarter no later than the 10th of the month at the start of the quarter	$593,750.00
Beginning July 1, 2026, equal payments will be disbursed on a quarterly basis for the upcoming quarter no later than the 10th of the month at the start of the quarter	**$510,625.00**
Total Payments for Recipient	~~**$9,500,000.00**~~ **$8,502,500.00**

e. **For activities performed on and after the effective date of this Amendment, Exhibit D, "Approved Budget"** is hereby superseded and replaced in its entirety, as set forth in **Exhibit D, "Approved Budget"**, attached hereto and incorporated herein by this reference.

3. Except as expressly amended above, all other terms and conditions of the Agreement and any previous amendments are in full force and effect.

4. **Certification**. Without limiting the generality of the foregoing, by signature on this Amendment, the undersigned hereby certifies under penalty of perjury that:

a. Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) Recipient and that pertains to the Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient, in addition to any remedies that may be available to OHA under the Agreement;

b. The information shown in Section 5.a., "Recipient Information" of the Agreement is Recipient's true, accurate and correct information;

c. To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority,

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women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

d. Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*;

e. Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: *https://www.sam.gov/SAM*;

f. Recipient is not subject to backup withholding because:

(1) Recipient is exempt from backup withholding;

(2) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or

(3) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and

g. Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN or SSN within 10 days.

Docusign Envelope ID: 3177F64B-FB6E-8860-820E-DF13635C4D6D

5. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): Marion County

Street address: 3160 Center St NE

City, state, zip code: Salem, Or 97301

Email address: Health_Contracts@co.marion.or.us

Telephone: 503-588-5409 Telephone: _____

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Amendment. All insurance listed herein must be in effect prior to Amendment execution.

Workers' Compensation Insurance Company: county self-insured

Policy #: _____ Expiration Date: _____

Docusign Envelope ID: 3177F64B-FB6E-8860-820E-DF13635C4D6D

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. Signatures.

Marion County Health & Human Services
By:



Authorized Signature	Troy Gregg Printed Name
Interim Health and Human Services Administrator Title	05/18/2026 Date

See following page for other County signatures

State of Oregon acting by and through its Oregon Health Authority
By:

Authorized Signature	Printed Name
Title	Date

Approved by: Director, OHA Behavioral Health Division
By:

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Approved via e-mail by Lisa Gramp, Assistant Attorney General	3/23/2026
Oregon Department of Justice	Date

SIGNATURE PAGE FOR
DRUG ADDICTION TREATMENT AND RECOVERY GRANT AGREEMENT
PO-44300-00048029 - HE-6696-25
between
MARION COUNTY and OREGON HEALTH AUTHORITY

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair — Date

Commissioner — Date

Commissioner — Date

Authorized Signature:  05/18/2026
Department Director or designee — Date

Authorized Signature: Jan Fritz
Jan Fritz (May 19, 2026 23:34:02 PDT) 05/19/2026
Chief Administrative Officer — Date

Reviewed by Signature: Scott A. Norris
Scott A. Norris (May 19, 2026 14:33:34 PDT) 05/19/2026
Marion County Legal Counsel — Date

Reviewed by Signature: 05/18/2026
Marion County Contracts & Procurement — Date

EXHIBIT D
OHA-Approved Budget

OREGON HEALTH AUTHORITY

Behavioral Health Resource Network

Grant Agreement #:	48029	
County:	Marion	
	Marion County Health & Human Services	
Total Quarterly Disbursements July 1, 2026- June 30, 2029:	$	6,127,500.00

Screening

SPENDING CATEGORIES	COST	NARRATIVE DESCRIPTION REQUIRED
Mileage & Gas	$0.00	
Program Space & Operational Expenses	$101,030.25	Lease address: 2045 Silverton Rd, Suite A, Salem OR 97301 - This building is located in NE Salem, where Addiction Treatment Services are provided. The specific SUD Services provided from this location are Medication Assisted Treatment for Opioid Use Disorders, general Outpatient SUD Treatment services, Peer Support staff are based out of this location althought they spend most of their time in the community.
Professional Services	$0.00	
Narcan/Naloxone	$0.00	
Translation, Interpretation, Language Services	$0.00	
Clinical Services - Misc	$0.00	
Technology	$0.00	
Other (Narrative Required)	$0.00	
Program Space Maintenance	$0.00	
Vehicle Maintenance	$0.00	
Legal - Client Assistance	$0.00	
Basic Needs - Client Assistance	$0.00	
Direct Service Subcontractor	$0.00	
Funds for un/underinsured clients	$0.00	
Direct Service Personnel	$209,728.00	wages for 1.0 FTE Screening Specialists
Program Coordination, Management, Administrative, Support Staff	$16,649.50	wages for .15 FTE/4 categories Program Manager
Fringe, Benefits	$167,981.50	1.0 FTE Screening Specialists, .15 FTE/4 categories Program Manager
Training	$0.00	
Conferences	$0.00	
Other	$0.00	
Purchased Vehicle	$0.00	
Administrative Cost (10% Max)	$153,187.50	To support program administrative functions
Subtotal	**$648,576.75**	

Docusign Envelope ID: 3177F64B-FB6E-8860-820E-DF13635C4D6D

Low Barrier SUD Treatment		
SPENDING CATEGORIES	**COST**	**NARRATIVE DESCRIPTION REQUIRED**
Mileage & Gas	$0.00	
Program Space & Operational Expenses	$113,199.25	Lease address: 2045 Silverton Rd, Suite A, Salem OR 97301 - This building is located in NE Salem, where Addiction Treatment Services are provided. The specific SUD Services provided from this location are Medication Assisted Treatment for Opioid Use Disorders, general Outpatient SUD Treatment services, Peer Support staff are based out of this location althought they spend most of their time in the community.
Professional Services	$276,420.00	Lab testing expenses and Medical Director services
Narcan/Naloxone	$0.00	
Translation, Interpretation, Language Services	$0.00	
Clinical Services - Misc	$0.00	
Technology	$0.00	
Other (Narrative Required)	$0.00	
Program Space Maintenance	$0.00	
Vehicle Maintenance	$0.00	
Legal - Client Assistance	$0.00	
Basic Needs - Client Assistance	$0.00	
Direct Service Subcontractor	$0.00	
Funds for un/underinsured clients	$0.00	
MAT Services & Supplies	$0.00	
Medical Beds	$0.00	
Contingency Management Supplies & Incentives	$0.00	
Sexual Health & Disease Prevention Supplies	$0.00	
Substance Use Safety Supplies	$0.00	
Direct Service Personnel	$538,780.50	Wages for 5.25 FTE / 2 categories Addiction Treatment Associates for SUD treatment
Program Coordination, Management, Administrative, Support Staff	$39,829.50	wages for .25 FTE/3 categories Clinical Supervisor, .15 FTE/4 categories Program manager
Fringe, Benefits	$426,388.00	5.25 FTE / 2 categories Addiction Treatment Associates, .25 FTE/3 categories Clinical Supervisor, .15 FTE/4 categories Program manager
Training	$999.75	Training for staff performing SUD treatment
Conferences	$0.00	
Other	$0.00	
Purchased Vehicle	$0.00	
Administrative Cost (10% Max)	$153,187.50	To support program administrative functions
Subtotal	**$1,548,804.50**	

Docusign Envelope ID: 3177F64B-FB6E-8860-820E-DF13635C4D6D

Comprehensive BH Needs Assessment		
SPENDING CATEGORIES	**COST**	**NARRATIVE DESCRIPTION REQUIRED**
Mileage & Gas	$0.00	
Program Space & Operational Expenses	$113,199.25	Lease address: 2045 Silverton Rd, Suite A, Salem OR 97301 - This building is located in NE Salem, where Addiction Treatment Services are provided. The specific SUD Services provided from this location are Medication Assisted Treatment for Opioid Use Disorders, general Outpatient SUD Treatment services, Peer Support staff are based out of this location althought they spend most of their time in the community.
Professional Services	$0.00	
Narcan/Naloxone	$0.00	
Translation, Interpretation, Language Services	$0.00	
Clinical Services - Misc	$0.00	
Technology	$0.00	
Other (Narrative Required)	$0.00	
Program Space Maintenance	$0.00	
Vehicle Maintenance	$0.00	
Legal - Client Assistance	$0.00	
Basic Needs - Client Assistance	$0.00	
Direct Service Subcontractor	$0.00	
Funds for un/underinsured clients	$0.00	
Direct Service Personnel	$538,780.50	5.25 FTE / 2 categories Addiction Treatment Associates for SUD assessment
Program Coordination, Management, Administrative, Support Staff	$39,829.50	wages for .25 FTE/3 categories Clinical Supervisor, .15 FTE/4 categories Program manager
Fringe, Benefits	$426,388.00	5.25 FTE / 2 categories Addiction Treatment Associates, .25 FTE/3 categories Clinical Supervisor, .15 FTE/4 categories Program manager
Training	$999.75	Training for staff performing SUD assessments
Conferences	$0.00	
Other	$0.00	
Purchased Vehicle	$0.00	
Administrative Cost (10% Max)	$153,187.50	To support program administrative functions
Subtotal	**$1,272,384.50**	

Docusign Envelope ID: 3177F64B-FB6E-8860-820E-DF13635C4D6D

Peer Support		
SPENDING CATEGORIES	**COST**	**NARRATIVE DESCRIPTION REQUIRED**
Mileage & Gas	$8,390.00	This item includes fuel costs associated with vehicles assigned to Certified Addiction Recovery Mentors. These vehicles are used to provide recovery support services in the community to individuals with substance use disorders. The vehicles are typically mid-size, four-door sedans.
Program Space & Operational Expenses	$113,199.25	Lease address: 2045 Silverton Rd, Suite A, Salem OR 97301 - This building is located in NE Salem, where Addiction Treatment Services are provided. The specific SUD Services provided from this location are Medication Assisted Treatment for Opioid Use Disorders, general Outpatient SUD Treatment services, Peer Support staff are based out of this location althought they spend most of their time in the community.
Professional Services	$0.00	
Narcan/Naloxone	$0.00	
Translation, Interpretation, Language Services	$0.00	
Clinical Services - Misc	$0.00	
Technology	$0.00	
Other (Narrative Required)	$0.00	
Program Space Maintenance	$0.00	
Vehicle Maintenance	$20,542.00	This item includes maintenance and repair costs associated with use and maintaintaining vehicles assigned to Certified Addiction Recovery Mentors. These vehicles are used to provide recovery support services in the community to individuals with substance use disorders. The vehicles are typically mid-size, four-door sedans.
Legal - Client Assistance	$0.00	
Basic Needs - Client Assistance	$209,697.75	Client assistance could include supporting individuals with the cost of obtaining required lab work to enroll in MAT services as appropriate; purchase of appropriate attire for job interviews, potentially purchasing required non-slip shoes, etc for individuals starting a new job; prescription glasses not covered by insurance, for visually impared clients; bus passes to assist with ongoing transportaion barriers, etc.
Direct Service Subcontractor	$0.00	
Community Building, Pro-Social Activities	$0.00	
Contingency Management Supplies & Incentives	$0.00	
Sexual Health & Disease Prevention Supplies	$0.00	
Substance Use Safety Supplies	$0.00	
Direct Service Personnel	$1,130,720.00	Wages for 6.50 FTE Addiction Recovery Mentor, 1.0 FTE Supported Employment Specialist
Program Coordination, Management, Administrative, Support Staff	$39,829.50	wages for .25 FTE/3 categories Clinical Supervisor, .15 FTE/4 categories Program manager
Fringe, Benefits	$981,168.50	6.50 FTE Addiction Recovery Mentor 1.0 FTE Supported Employment Specialist .25 FTE/3 categories Clinical Supervisor, .15 FTE/4 categories Program manager
Training	$999.75	Training for peer support staff
Conferences	$0.00	
Other	$0.00	
Purchased Vehicle	$0.00	
Administrative Cost (10% Max)	$153,187.50	To support program administrative functions
Subtotal	**$2,657,734.25**	

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, June 24, 2026

Department: Sheriff's Office

Title: Contract for Services with Trinity Services Group, Inc.

Management Update/Work Session Date: Tuesday, June 9, 2026 **Audio/Visual aids** ☐

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

Requested Action:
Staff is requesting approval of a contract for services with Trinity Services Group, Inc. in the amount of $5,015,624.22 to provide food services to the AIC population and to staff at the jail through June 30, 2029.

Issue, Description & Background:
Marion County Sheriff's Office submitted Request for Proposals SO1728-26 - Marion County Jail Food Services on March 5, 2026. Trinity Services Group, Inc. was awarded the contract for services. Trinity Services Group shall provide food services for the AIC population and jail staff through June 30, 2029.

Financial Impacts:
Contract is for $1,671,874.74 a year for three years. Contract total is $5,015,624.22.

Impacts to Department & External Agencies:
N/A

List of attachments:
Contract, Attachment A - PREA, Exhibit B & C

Presenter:
Commander Jacob Ramsey

Department Head Signature:

Contract Review Sheet

Contract for Services **SO-7176-26**

Title: **Food Services for Marion County Sheriff's Office Jail**

Contractor's Name: **Trinity Services Group, Inc.**

Department: **Sheriff's Office** Contact: **Kristy Witherell**

Analyst: **Sandra Fixsen** Phone #: **(503) 373-4402**

Term - Date From: **July 1, 2026** Expires: **June 30, 2029**

Original Contract Amount: **$ 5,015,624.22** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 5,015,624.22** Amd% **0%**

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

Source Selection Method: **20-0260 Request for Proposal** RFP# **SO1728-26**

Description of Services or Grant Award

Marion County submitted Request for Proposals SO1728-26 - Marion County Jail Food Services on March 5, 2026. Trinity Services Group, Inc. was awarded the contract for services. Trinity Services Group shall provide food services for the AIC population and jail staff through June 30, 2029. The contract has options for yearly renewal through June 30, 2032.

Desired BOC Session Date: **6/24/2026** Contract should be in DocuSign by: **6/3/2026**

Agenda Planning Date **6/11/2026** Printed packets due in Finance: **6/9/2026**

Management Update **6/9/2026** BOC upload / Board Session email: **6/10/2026**

BOC Session Presenter(s) **Commander Jacob Ramsey** Code: **Y**

REQUIRED APPROVALS

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

MARION COUNTY
CONTRACT FOR SERVICES
SO-7176-26

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Trinity Services Group, a corporation hereinafter called Contractor.

RECITALS

WHEREAS County issued Request for Proposal SO1728-26 for Food Services at the Marion County Jail on March 5, 2026.

WHEREAS Contractor submitted a proposal in response to SO1728-26 on April 9, 2026, which was determined to be responsive.

WHEREAS County evaluated and scored all proposals received and issued a Notice of Intent of Award to Contractor on May 4, 2026.

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

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

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2029.** The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **June 30, 2032.**

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. Exhibit B – Menu Specifications and Dietary Standards

D. Exhibit C – AIC Meals Pricing Structure

E. Attachment A – PREA Acknowledgement Form

3. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **$5,015,624.22**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this

Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

C. If specified below, county's payments to Contractor under this Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Appendix II to Title 2, Part 200 of the Code of Federal Regulations.

In accordance with 2 CFR 200.331, Contractor has been designated:
☐ Subrecipient
☐ Contractor/Vendor
☒ Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

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

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

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 29. C. (i) through (iv) of this Contract.
Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 29.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

i. Termination of this Contract, in whole or in part;

ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.

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

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

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

6. TIME IS OF THE ESSENCE

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

7. FORCE MAJEURE

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

8. FUNDING MODIFICATION

A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

9. RECOVERY OF FUNDS

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

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

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

10. ACCESS TO RECORDS

A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

11. REPORTING REQUIREMENTS

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

12. CONFIDENTIALITY OF RECORDS

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

B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE

A. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees, from and against any claims, losses, damages, negligence, cause of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, due to any negligent act or omission by Proposer, or for damage to any property arising out of or in connection with any negligent act or omission by Proposer under this Agreement. 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.

E. Contractor shall have equal rights of the County, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Contractor shall exercise this option by giving County thirty (30) days' written notice of termination. The notice shall specify the date on which termination shall be effective. In the event Contractor elects to terminate the Agreement without cause, it shall continue to provide services if requested in writing by the County for up to an additional ninety (90) days after the expiration of the thirty (30) day notice period.

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, which shall not be unreasonably conditioned, withheld, or delayed.

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:	To County
Trinity Services Group, Inc	Contracts and Procurement Manager
Jim Perry	PO_Contracts@co.marion.or.us
jim.perry@trinityservicesgroup.com	555 Court Street NE, Suite 4247
477 Commerce Blvd	P.O. Box 14500
Oldsmar, FL 34677	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 applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Goods, Items, or Equipment delivered to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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

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

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____

Chair Date

_____

Commissioner Date

_____

Commissioner Date

Authorized Signature: _____ 06/01/2026

Department Director or designee Date

Authorized Signature: _____

Chief Administrative Officer Date

Reviewed by Signature: _____

Marion County Legal Counsel Date

Reviewed by Signature: _____ 06/01/2026

Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC SIGNATURE

Authorized Signature: _____

Date

Title: _____

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

The Institutions Division plays a critical role in public safety, ensuring that all adults in correctional settings are afforded proper care and secure custody within safe facilities during the adjudication process. All are served with dignity and respect. Correction professionals have an opportunity to leverage moments of clarity to provide an opportunity for change. County is focused on offering support and the resources needed for a successful reentry into the community upon release. Using data driven evaluation and best practices the County looks to exceed industry standards. It is a priority of the Institutions Division to provide equitable opportunities for Adults in Custody (AICs) to meet their nutritional needs and requirements with consideration of differing religious and dietary needs.

The meals will be designed to meet the guidelines as prescribed by the American Correctional Association and Standards for Local Correctional Facilities. The meals must meet specific dietary requirements based on the individuals' medical conditions, and religious needs.

The service provided in the Jail will follow all Marion County Sheriff's Office (MCSO) policies and comply with the Oregon Jail Standards

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide the following:

i. Adults In Custody Food Service:

a. Either three hot meals per day or one cold and two hot meals per day to AICs.

b. A hot breakfast, hot dinner, and sack lunch for AICs participating in work crews. The sack lunch shall be delivered in the morning before the work crews depart. Departure times may vary as determined by the County.

c. Transport all meals for AICs located in the Transition Center from the Jail kitchen to the Transition Center cafeteria and remain heated until served.

d. AIC mealtimes as assigned by the County.

e. Legal responsibility for the conduct of the AIC Food Service program and shall supervise the food service operations in such manner that will ensure compliance with the rules and regulations of County, the Oregon Jail Standards (OJS), as well as American Correctional Association (ACA), and state and federal correctional food service standards.

f. Provide a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.

g. Run the AIC food service program on a cost-effective basis to be self-supporting. Contractor shall work with the County to ensure a financially sound and well-run operation.

(1) A 21-day menu cycle. Menus must meet the minimum nutritional documentation required. The format may vary with computer programs, but the data must be complete. At a minimum, the analysis must provide weekly summaries and list all RDA vitamins and nutrients as well as cholesterol, sodium and fiber contents. The County shall approve the specified nutritional documentation and number of food group servings along with Registered Dietitian's certification for the menus.

(2) Contractor shall provide medical or religious meals in accordance with Contractor's standard diet manual. Medical, religious, ethnic, or therapeutic meals requested by the County that are beyond the scope of Contractor's standard diet manual may be at an additional cost to the County.

(A) All substituted items in the menus shall be of equal nutritional value as the original menu item. Any major changes shall be reviewed and certified by a registered dietician.

h. Maintain a file of tested bulk recipes adjusted to a yield appropriate for the population counts specified at the facility must be maintained at the premises.

i. An outlined plan to respond to, and fix complaints related to food quality, service, timeliness, etc. Contractor shall notify the County of the day the complaint is received by County staff or AICs. When and if the County receives a complaint, they will notify Contractor immediately for remediation.

j. Utilize all commodities entitled to this department:

(1) The Contractor shall participate in the utilization of federally supplied commodities (USDA Foods) which shall be strictly accounted for and used only for the benefit of both County food service operations to the maximum extent allowed. The liability for proper use and accountability for these commodities shall be the responsibility of the Contractor.

(2) Receipting, storage and accountability will reside with the Contractor. The Contractor shall determine a per meal cost as if no commodities were available and must reduce the monthly invoice amount by the value of the USDA Foods-donated commodities used.

(3) The Contractor will pay the County, in the form of a credit against meal charges; the State of Oregon approved entitlement value of the surplus commodities less the amount of the State of Oregon fees/handling charges for the surplus foods.

ii. Vehicles required by Contractor shall be purchased, used and maintained at its own expense. All vehicles used for food transport are to be maintained in a clean, sanitary condition at all times. Where applicable, reserved parking for Contractor will be offered but cannot be guaranteed throughout the life of the contract.

iii. Staff Food Service:
The Jail has a staff dining room that is separate from the AIC food service program that offers a variety of break room amenities. The staff dining room is required to have a variety of meal options due to the 24/7 work shift at the Jail. Four meals are served in a 24-hour period. The Contractor shall provide the following:

a. Prior to each meal, the Contractor will contact the Transition Center Staff for a staff meal count which will be delivered by set mealtimes specified by the County.

b. Quality and healthy meals offered in the staff dining room twice per ten- or twelve-hour shifts. Staff food service frequency is subject to change upon written notice in the event of a change in the bargaining agreement between the County and the Marion County Law Enforcement Association.

c. A variety of soft drinks, cereal, coffee, milk, yogurt, and fresh fruit (to include apples, oranges, and bananas), cookies, hard boiled eggs, a variety of breads, individually packaged single serving sized butter, peanut butter, and jam shall be available for the consumption of on-duty jail staff in the staff dining room at all times.

d. Include a vegetarian option for each meal.

e. Prepare staff meals in the staff dining room. Contractor shall provide staff meals delivered to the Transition Center, comparable to what is served in the staff dining room. **NO AIC LABOR IS TO BE USED FOR THE PREPARATION OF STAFF DINING FOOD.**

f. Provide food for visitors and other related County functions with written authorization from the Sheriff, Undersheriff, Commander, or County Food Service Contract Administrator. The costs for such meals, if different from those served to the AICs/custody staff, will be subject to individual requirements, however, such terms must be written and agreed to by both parties. Such arrangements shall be priced based on a cost plus the specified not-to-exceed percentage mark-up.

g. Prepare and provide meals for members of the Sheriff's Office while engaged in emergency operations and have an Emergency Plan that outlines this action. The Emergency Plan shall have the County staff pick up meals from the facilities kitchen area for delivery into the field twenty-four hours a day, seven days a week, 365 days per year.

h. Monitor, regulate, account and report to the County food service contract administrator the number of meals provided to staff and guests. The plan should have the ability to charge for additional servings consumed, and meals purchased by non-jail staff and/or visitors who choose to eat in the staff dining room. (i.e. cash register, ID card debit system, etc.)

iv. Food Service Operational Requirements:
Food purchased for use under the resulting contract must meet the minimum requirements as described in Exhibit B.

a. Contractor is responsible for purchasing and receiving all food necessary for the preparation of each meal in sufficient quantity to meet the needs of AICs and staff during the period of the contract.

b. Food inventories purchased by the Contractor are the property of the Contractor and the Contractor is responsible for any loss, damage or spoilage.

c. The Contractor is responsible for assuring the quality and quantity of all orders.

d. During emergency situations, i.e., lockdowns, the Contractor is obligated to enforce procedures to mitigate damages that may result from an emergency change of menu.

e. The Contractor will be responsible for maintaining a minimum of fourteen (14) days of nonperishable food stocks in compliance with Oregon Jail Standards, local rules and regulations, and the requirements of these specifications. These stocks must meet the requirements of emergency food service, and emergency menu substitutions.

v. AIC Kitchen Workers:

a. The Sheriff's Office provides an opportunity for AICs to earn additional time off their sentences by working in the kitchen at the Jail, referred to as the Inmate Worker Program.

b. The County and Contractor shall agree on the number of AIC workers for food service duties as determined by the Institution Division's Commander and the Contractor prior to the startup of services. These AICs will be assigned duties in the food service operation that may include sanitation, food preparation (excluding cooking), production, and storeroom functions.

c. Provide supervision of AIC workers in the kitchen area by employees who have undergone security training and are active participants in the AIC disciplinary process by notifying Jail supervisory staff immediately of AIC non-compliance.

d. The Contractor shall provide their policy on Discipline in a Corrections Environment to the County for review and approval, along with any other policies or procedures for AIC workers in the kitchen.

vi. Food Services Equipment and Peripheral:

a. Contractor is providing County with a capital investment for the purpose of making repairs to existing equipment and fixtures and purchasing new food service equipment as needed ("Capital Investment"). The Capital Investment will be amortized over Thirty-six (36) months. Should the Agreement expire or be terminated prior to the full 36-month Capital Investment amortization period, County agrees to repay Contractor the unamortized value of the Capital Investment within thirty (30) days of the Agreement's expiration or termination. For example, if Agreement terminated early with ten (10) months remaining and County received the full amount of the Capital Investment ($145,000.00), County would be responsible for reimbursing Contractor the unamortized amount of $40,277.77, or $145,000/36 months x 10 months remaining. All equipment purchased with the Capital Investment (whether by County or Contractor) will be the property of the County, subject to the repayment obligations of this Contract, and County will be responsible for paying all sales taxes assessed on the equipment unless County is exempt from the payment of sales tax.

b. Maintain all kitchen areas and working environments in a safe and sanitary condition and assure the County that its equipment is being properly used and maintained.

c. MCSO shall provide all utilities necessary for the performance of food service operations.

d. Responsible for the continuous serving of meals regardless of utility disruption although the menu may be changed to alternatives approved in advance.

e. Responsible for oversight and coordination of purchasing, maintaining and repairing all equipment used in the kitchen, which meets the County standards described below:

(1) Preventive maintenance services, which comply with the applicable codes and standards for the equipment located in the kitchen, except for fire extinguishers/systems. Preventative maintenance services shall be cost-effective to the County and include a schedule, procedures, and an annual evaluation. If Contractor is unable to provide the preventative maintenance service, companies with expertise shall perform the work at the cost, direction, and control of the Contractor.

(2) Should industrial equipment break between maintenance services, Contractor shall take immediate action to repair or replace malfunctioning equipment. Contractor shall notify the County prior to purchasing replacement or upgraded equipment to discuss pricing of said equipment.

(3) Maintenance services shall be completed in a manner that conserves energy and provides operating efficiency.

(4) A logbook or record shall be completed after each preventative maintenance service of all equipment. Quarterly, Contractor shall provide a summary of all preventative maintenance performed. On or before May 1st of each year, an annual report shall be provided to the county outlining the preventative maintenance performed on the equipment.

(5) At the end of the contract, all equipment shall be the property of MCSO and will remain on site.

f. When Jail kitchen facilities are not in use or when food preparation is at a minimum, the Contractor will assume maximum utility/energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items. The Contractor will be responsible for turning off all non-essential equipment when the area is not in use.

g. The Contractor and County shall jointly inventory within 30 days of the contract execution and at least semi-annually, all capital equipment (equipment valued $5,000 or greater) and County-owned service ware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted items.

h. Annually, a separate list of all Contractor's or third-party vendor equipment shall be submitted to the County.

(1) Contractor has sole responsibility for properly securing and maintaining this equipment in accordance with all health codes, food service industry best practices and specified security procedures.

i. The Contractor shall, at its expense, maintain at 125% of the average daily population for each facility and replace all small wares such as knives, spatulas, ladles, spoons, whips and

related cooking utensils, as well as stainless steel coffee pots in accordance with County approved par stock levels.

j. Inventory all service wares such as insulated trays, cups, permanent flatware, delivery carts, insulated bulk food carriers, straps, and related items. Provide corrections-approved flatware including plastic forks and cups for use by AICs. All of the above-mentioned items are considered small wares. Once purchased, all small wares become the property of Marion County.

vii. Janitorial Services:

a. Make a due diligent effort to properly process/breakdown all recyclable materials and remove them to the designated bins. Where a complimentary pick-up service and appropriate containers are available, the Contractor is to make a due diligent effort to separate food garbage for the purpose of being used for compost. The Contractor shall remove all other trash to the assigned compactors/dumpster locations a minimum of twice a day. The Contractor will ensure that recyclables and garbage are removed whenever any trash containers are full, at the end of a meal period or at the end of the workday.

b. Responsible for all day-to-day as well as periodic major cleaning of the kitchen, including walk-in refrigerators/freezers, storerooms, grease traps, dish wash areas, cart depot/dispatch areas, AIC rest and equipment rooms, offices and receiving areas. County janitorial personnel will not be assigned any work in kitchen/food service areas assigned to the Contractor. The Contractor must immediately clean up any spills that occur in the halls or elevators during the transport of food and supplies.

c. Supply all cleaning equipment and approved chemicals as well as hand soap, paper towels and toilet tissue for all staff and AIC restrooms and hand-washing sinks in the kitchens.

d. Required to maintain a high level of sanitation within the food preparation, service, receiving and storage areas.

e. Provide and implement a county approved “Green Plan” that includes recycling of food, waste, containers, etc. at the Jail.

f. County Facilities Management shall be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the kitchens only. Contractor is to notify the Jail Contract Administrator when issues occur outside the scheduled service.

viii. Food Service Administration:
Comply with all statutes, ordinances, and regulations and requirements of federal, state and local governing bodies applicable to the management and operation of this food service contract. This includes obtaining and paying for all applicable licenses and food handler's cards.

a. The pricing structure for AIC meals set forth in Exhibit C shall take effect on the Effective Date of this Agreement. Such pricing is all-inclusive and is based upon the average daily population of the Jail and the Transition Center.

b. Contractor's prices per meal shall be held firm for the first twelve (12) months of the Contract. Meal prices shall be adjusted annually, effective on the anniversary date of the contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away from Home. Annual price adjustments shall be based on the most current data available prior to the contract anniversary date and shall be communicated to the County no later than January 31st, proceeding with the contract anniversary date.

c. Submit a price-per-meal cost adjustment for the next full fiscal year (beginning July 1) by January 31st of each year. The Contractor must be prepared to document and explain the process used to justify the proposed cost increase based upon the following:

(1) The USDA Regional Wholesale Food Price Index (as issued quarterly), the CPI as indicated above, and the USDA Food Index Forecast will be used to justify the increase in food cost.

(2) In the event of material cost changes in federal, state, or local taxes, or tariffs, including, but not limited to, social security taxes, unemployment taxes, or payroll based taxes, or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage," "prevailing wage," or similar laws by any governmental entity; an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise; and/or significant changes in import duties or tariffs on materials or items necessary to the Services, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Contractor's control, including but not limited to menu changes requested by the facility, decreases in inmate population or the availability of inmate labor, or changes in federal, state, or local standards or regulations or other unforeseen conditions, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

(3) If other material conditions change due to causes beyond Contractor's control, including, but not limited to menu changes requested by the facility, decreases in inmate population or the availability of inmate labor, or changes in federal, state, or local standards or regulations or other unforeseen conditions, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

(4) Changes in County-specified menu's, points-of-service, additions or levels of service provided.

(5) Verification/substantiation of any other cost factors through submissions of supplier invoices over a six-month span.

d. Provide a comprehensive weekly summary of meals, services and credits. Summary shall be forwarded to the Jail Division's Commander or designee each week.

e. For all accounting purposes, Contractor will follow the County's fiscal year of July 1 to June 30.

f. Required to subcontract with two local farms to provide fresh fruit and vegetables. The farms must be located within Marion County, Oregon.

g. Emergency Contingency Plan for AIC meal service shall include:

(1) Separate plans for the Jail and the Transition Center describing how to provide meal service without interruption in case of natural or manmade disaster. The menu(s) may be adjusted as needs dictate. However, such variations need to be described thoroughly and in detail in the Emergency Contingency Plan.

(2) Description of food supplies maintained at the Jail food storage to serve a minimum of 30,000 meals at all times. In an emergency, this allows service of the required hot and cold meals for approximately 10 days without a need to replenish stock.

h. Comply with the following sanitation and safety guidelines:

(1) Laws and Food Service Industry Best Practices: Obey all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations. The Contractor shall abide by all food service industry best practices that will enhance and improve the County's AIC food service program.

(A) The Contractor will be subject to inspections in the kitchen by authorized personnel from the Marion County Environmental Health Services and other authorized personnel from the County. All inspection reports shall be turned into the County upon receipt by the Contractor.

(2) Food Handlers Cards/Medical Exams: The Contractor shall provide medical examinations as required by law and appropriate records for each employee will be kept on file with the Food Service Contract Administrator. This includes a current food handler's card on file for all the Contractor's staff and management. All Contractor management and supervisory staff must successfully complete the National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.

(3) Medical Clearance: Require medical clearance for any employee to return to work after a three (3) day's absence for illness.

(4) Food Samples: Save samples of all food/complete meals (to include sack meals) in a freezer at all facilities for a period of not less than 72 hours for testing in the event of an outbreak of food poisoning/contamination. Samples must be clearly marked as to the dates and times of preparation, service and storage.

(5) Corrections-approved plastic flatware, cups, plates, bowls, and trays shall be available for use in the staff dining room.

(6) Emergency Situation Reports: Responsible for immediately notifying the shift sergeant/lieutenant in charge of any fires in the kitchen or related areas and of any accidents involving Contractor personnel or AIC workers assigned to food service duties.

(7) Employee Physical Health: Will not permit employees or assigned AIC workers with communicable health problems (including open sores) to work. As a precaution, the Contractor must visually inspect the hands and face of each AIC worker prior to the start of each AIC worker shift. Any AICs with suspicious symptoms must be directed to report to the Medical Department and receive written clearance before being permitted to work again.

(8) Worker's Compensation Reports: Responsible for processing all Workers Compensation reports relating to their employees.

i. Comply with the following personnel and supervision guidelines:

(1) Selection and Hiring: All personnel being considered for hire by the Contractor shall complete and pass a five-panel drug test (THC, Cocaine, Opiates, Amphetamines, and Phencyclidine) conducted by an outside laboratory, the County Authorization for Records and Fingerprint Check, orientation, obtain MCSO issued photo ID, and receive security training prior to staff performing work in the Jail facilities.

(A) All equipment repair and maintenance personnel retained by the Contractor shall complete the County Authorization for Records and Fingerprint Check. The process shall take no more than five to eight business days.

(B) County reserves the right to pull Contractor management, third-party repair and staff security clearances without notice for any reason at any time. The Contractor must notify the County immediately in the event a contractor employee is arrested, or the contractor learns an employee is under criminal investigation. The Contractor shall also require any employee to notify them immediately when the employee is taking prescription medication that may adversely affect their job performance or safety.

(C) County requires that it be notified prior to the transfer/removal of any general and site manager and to interview/approve any replacement. The County reserves the right to reject any manager candidates without cause.

(D) Maintain minimum staffing levels to include the equivalent of, one (1) full-time Food Service Manager, one (1) full-time Food Service Assistant Manager, two (2) Cook Supervisors, two (2) Cook Helpers, one (1) Supervisory Relief, one (1) Helper Relief and a minimum of two (2) cooks on duty at any given time.

(2) Training: Contractor's management and staff personnel will not be trained at any Marion County facility for work at non-Marion County sites without the express written permission of the respective Food Service Contract Administrator as identified in Section 1.D.

(3) Compliance with Rules and Regulations: The Contractor and its employees assigned to any County area will be expected to comply with all County rules of conduct and dress concerning normal day-to-day operations. The Contractor is required to brief each of its managers and staff employees no less than annually on general and site-specific security regulations and recommended best practices. Furthermore, the Contractor is to notify

each of its employees no less than annually in writing that failure to follow the specified procedures will result in their security clearance being immediately revoked.

(4) Staffing: Staff its operations with the optimum number of employees (no fewer than proposed) at all times for the efficient operation of the facility. The respective Food Service Contract Administrator must approve any subsequent reductions in the total number of employees and hours proposed in writing.

j. Comply with the following Jail and Transition Center facility guidelines:

(1) Ingress/Egress: The Contractor's employees must enter MCSO buildings via the designated building entrance(s) and be signed in and out of the buildings.

(A) No salesperson will be permitted in the secured or locked portions of the facilities.

(2) Identification Badges: All Contractor employees will wear the County supplied identification badge (with picture) face up and in a visible manner from the point at which they enter the building and at all times while in the building until the point at which they leave the building. In addition, the County reserves the right to deny access to employees who fail to wear/bring their identification badge. Contractor will seize and return all County-supplied employee identification.

(3) Locked Doors: The Contractor and its employees will be responsible for keeping all internal doors in assigned work areas closed and locked. The Contractor and its employees must adhere to all security restrictions imposed by the County.

(4) Employee/AIC or Detainee Relationships: The Contractor must ascertain and immediately notify the respective Food Service Contract Administrator and facility commander verbally and in writing if any employee is related to or has or initiates an ongoing personal relationship with any person confined or previously confined as an AIC or detainee in any Sheriff's Office operated facilities. It is the Contractor's responsibility to require its employees to immediately alert the Contractor whenever a person who is a relative or personal acquaintance of that employee is admitted to any of the above noted facilities.

(5) Sharp Equipment Inventory: Have a check-out/check-in log procedure for sharp utensils in all facilities. Such logs must clearly show the item signed out, by whom, its intended location (i.e., workspace), time returned and logged in by whom. Provide and utilize locked shadow boards for secure storage and quick inventory of knives, meat forks, and other sharp or pointed utensils. Items such as knives shall be tethered and secured onto a table leg, etc., in areas where AICs are working. In Jail facilities, all sharp instruments must be accounted for prior to an AIC kitchen work crew shift change. The County reserves the right to enter the kitchen and inventory all such items at its discretion. Any missing items must be reported to the shift sergeant/ lieutenant or person in charge immediately, then to the respective Food Service Contract Administrator.

(A) Written Security Plan defining as to knives, sharps, spices and other potential weapons in the kitchen and provide it to the County upon Contract award.

(6) Equipment Maintenance Vendors: Maintenance vendors will be required to enter the building through the proper security channels. There will be no exceptions.

(7) Emergency Authority: In an emergency situation, the County's Sheriff's Office command staff takes supervisory precedent over the Contractor's management and staff.

(8) Personal Items: No tobacco products, prescription medications, personal laptops, cameras, video recorders, personal cell phones or any other personal items that could affect the security of Jail are permitted inside the confines of the Jail or Transition Center.

(9) Communication: Contractor's employees will be required to carry and use County supplied radios or the Contractor's phone (compatible with Jail staff phones) at all times while inside facility. The Contractor is responsible to furnish on-site manager with a phone that is compatible for immediate communication with Jail supervisors.

(A) Obtain written approval from County prior to purchasing "second market" and/or distressed food items. The County must approve, in writing, of any changes from the stated specifications.

k. The County will provide Contractor with a secure office including a desk, chair, and filing cabinets. The Contractor will be responsible for their own computer, software, and internet connection.

l. Contractor shall provide the County with their Quality Assurance Program identifying their quality control methods and standards to identify and prevent deficiencies in the AIC food service program. The Contractor shall provide quarterly reports showing the outcome of the Quality Assurance Program.

m. The County reserves the right to audit any aspect of its food service program, as performed by the Contractor. The Contractor will keep accurate and complete records throughout the term of the contract and provide for access of records for at least two (2) years following the termination of the contract.

n. During the term of the contract, the County shall have the option to increase or decrease the amount of space to be serviced or the amount of service to be performed under the contract. The contract rate for increase or decrease shall be adjusted upon mutual agreement of the parties.

(1) In the event that the parties cannot agree upon a rate for said increase or decrease in service, the contract may be terminated by either party upon thirty (30) days' written notice.

ix. Penalties for Non and Partial Performance:

a. If after two or more written complaints have been submitted to the service provider by the County as specified herein, the County determines that violations continue to occur. The County shall have the right to require the service provider to issue monthly billing credits commensurate with the value lost plus fifty (50) percent or $2,500 whichever is greater. If violations are not corrected after two (2) months of initial credits, the County shall have the

right to increase penalty credits up to $5,000 per violation. These credits will continue to be issued until such time that all the aforementioned violations have been corrected to the County's satisfaction. Those violations considered substantial to the County are presented as follows:

(1) Contractor has failed to prepare all or portions of the meal using the specified recipe, product/ingredient amounts proportionate to the number of people to be served.

(2) Contractor has failed to prepare and/or failed to maintain proper thermalization procedures, storage techniques and other points directly related to adherence to serving the menu specified.

(3) Contractor, through improper or inconsistent supervision, has failed to provide the specified portions to the AICs (i.e. size of entrée, pieces of cake, muffins, number of carrots/vegetable servings, etc.).

(A) Contractor has failed to adhere to the County's, or it's contractually agreed upon minimum purchase specifications.

(4) Contractor has willfully refused to utilize Federal Government Surplus Commodities.

(A) Contractor has, through circumstances within its control, caused all or portions of a meal to become contaminated.

(B) Contractor has, through circumstances within its control, failed to serve meals within 10 minutes of their scheduled time.

(C) Contractor has, through circumstances within its control, failed to maintain the kitchen, staff dining rooms, storage equipment and space and all preparation and service utensils in a clean, sanitary manner.

(D) Contractor has, through circumstances within its control, failed to prevent any damage to County property, buildings or equipment.

(E) Contractor has, through circumstances within its control, failed to provide no less than the staffing requirements in section 4.h. and to meet the staffing requirements necessary to provide off-site food service at the Transition Center.

(F) Contractor willfully conceals knowledge of an employee's arrest or criminal investigation.

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.

Transition of services at the start or end of the Contract term shall be executed to ensure continuous, secure operations, including secure transfer of all financial accounts, inventory, and documentation. The Contractor shall provide a written transition plan, including implementation strategy, timeline, milestones, staffing, change management processes, and risk mitigation measures. Contractor personnel assigned to the Facilities shall possess all appropriate security clearances, specifically including Criminal Justice Information System (CJIS) clearance, fingerprinting, pass a five-panel drug test (THC, Cocaine, Opiates, Amphetamines, and Phencyclidine), and Prison Rape Elimination Act (PREA) training compliance

Contractor and their employees will be required to view the PREA Proposer Training Presentation at the following link: Copy of 2020 PREA for Contractor, Volunteer, or Other non-sworn staff by Marion Sheriff on Prezi and acknowledge the review and receipt of PREA training (Attachment A) before performing any work.

D. KEY PERSONS.

Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

- David Thuma – Regional Vice President
- Burt Stinehour – District Manager
- Meredith Winter – General Manager
- Joy Sagan – Regional Dietitian
- Jake Watson – Regional Sales Director

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

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 **$5,015,624.22.**

A. METHOD OF PAYMENT FOR SERVICES:

County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted:

Personnel Costs			
Category	**Hours**	**Hourly Rate**	**Amount**
Kitchen Manager	2080	$36.98	$98.980.01
Key Person 1	2080	$32.71	$87,555.25
Key Person 2 (District and General Manager monthly site support)			$24,729.56
Staff (8.25 Employees)	16,692	$24.03	$498,568.33
Yearly Personnel Costs Total: ***Amount total reflects hourly rate plus benefits**			$709,833.16
Labor Costs			
Category	**Each**	**Rate**	**Amount**
Overhead	1	$38,816.34	$38,816.34
Insurance	1	$29,141.41	$29,141.41
Licenses	1	$1,678.21	$1,678.21
Uniforms	1	$1,801.25	$1,801.25
Supplies	1	$4,803.34	$4,803.34
Capital Investments	1	$26,381.98	$26,381.98
Scheduled Maintenance	1	$10,916.68	$10,916.68
Yearly Labor Costs Total:			$113,539.21
Food Costs			
Category	**Each Meal**	**Meal Rate**	**Amount**
AIC Regular Meal	1	$2.998	$651,080.55
AIC Sack Lunch (Booking/Transport)	1	$3.26	$14,041.52
AIC Work Crew Sack Lunch	1	$4.60	$15,119.12
Staff Meal	1	$4.25	$168,261.19
Yearly Food Costs Total:			$848,502.37
Yearly Total Services Costs:			$1,671,847.74

B. BASIS OF PAYMENT FOR SERVICES: County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.

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: Sheriff's Office
PO Box 14500
Salem, OR 97309
SO-Contracts@co.marion.or.us

EXHIBIT B
MENU SPECIFICATIONS AND DIETARY STANDARDS

Contractor shall comply with the following minimum specifications for all food procurement, storage and service:

Food Procurement & Service Minimum Specifications

1. Food Safety

- **Cold Holding:** Keep chilled food safe at 40 degrees F or below.
- **Hot Holding:** Maintain cooked food at 160 degrees F – 180 degrees F to ensure safety and quality.
- **Restriction:** Avoid all foods that contain partially hydrogenated oils.

2. Proteins (Meat, Poultry, & Eggs)

- **Beef, veal, lamb:** USDA inspected.
- **Poultry:** Minimum USDA Grade A No 1.
- **Chicken Specifications:**
  - **Quarters:** Minimum 8 oz. raw weight.
  - **Thighs:** Minimum 6 oz. raw weight.
  - **Breaded Products:** Minimum 3 oz. weight *before* breading.
  - **Restrictions:** No bone-in chicken served to AICs.
- **Eggs:** Minimum USDA Grade A.
- **Protein Restrictions:** Decrease use of processed meats and offer only low sodium options.

3. Produce (Fruits & Vegetables)

- **Fresh Produce:** Minimum USDA No. 1.
  - *Apples:* Max count 113.
  - *Oranges:* Max count 80.
  - *Bananas:* 3-4 (petite).
  - *Pears:* Max count 90-100.
- **Canned Produce:** Minimum USDA Grade B or Choice.
  - *Vegetable Restriction:* No added salt (low sodium).
- **Frozen Produce:** Minimum USDA Grade A.
- **Variety Requirement:** Minimum 3 fruit options daily (no added sugar) and 3 vegetable options daily (not fried). Must offer seasonal produce.

4. Dairy

- **Milk:** 1% or 2% fresh milk (fortified with Vitamins A and D) for beverages.
- **Cooking/Baking:** Dry/powdered milk allowed.
- **Butter:** May substitute for margarine if it is a commodity item.
- **Cheese:** Low sodium cheese when possible.
  - *Cheese Restriction:* No imitation cheese.
- **Quality:** All dairy shall be USDA Grade A.

5. Bakery Products

- **Whole Grains:** Mandatory use of whole-grain products.

6. Condiments and Spices

- **Condiments:** Use low sodium options.
- **Salad dressings:** Use low sodium options.
- **Sauces, bases, and gravies:** Use low sodium options.
- **Spices:** Herbs, fresh or dried, and salt free blends.
- **Restriction:** Avoid onions, which include fresh, dried, or powdered in recipes.

7. Beverages

- All beverages served to AICs, with the exception of milk, will be clear and without color.

8. Nutritional Targets (Daily)

- **Caloric Intake:** 2,800 minimum for AICs; 3,000 – 4,000 for AIC work crews.
- **Protein:** 56 grams.
- **Fiber:** 30 grams.
- **Fat:** 20-35% of total kcal.
- **Saturated Fat:** <10% of total kcal.
- **Cholesterol:** <300 mg.
- **Sodium:** <3000 mg.
- **Iron:** 18 mg.
- **Vitamin A:** 900 RAE.
- **Vitamin D:** 600 IU.
- **Vitamin C:** 90 mg.
- **Calcium:** 1000 mg.

Exhibit C

TRINITY SERVICES GROUP Marion County Sheriff's Office AIC Population Sliding Scale				
FROM		**TO**		**PRICE**
303	-	322	$	3.797
323	-	342	$	3.640
343	-	362	$	3.502
363	-	382	$	3.379
383	-	402	$	3.268
403	-	422	$	3.169
423	-	442	$	3.079
443	-	**462**	**$**	**2.998**
463	-	482	$	2.929
483	-	502	$	2.866
503	-	522	$	2.808
523	-	542	$	2.751
543	-	562	$	2.703
563	-	582	$	2.658
583	-	602	$	2.615
603	-	622	$	2.576
623	-	642	$	2.539
643	-	And over	$	2.505

ATTACHMENT A
PREA Volunteer and Contractor Information Acknowledgement Form

Our goal at The Marion County Jail (MCJ) and The Marion County Transition Center (MCTC) is to keep everyone safe. Part of achieving that goal is making sure everyone understands how to prevent, detect, and respond to sexual misconduct. We want to make sure you understand the rules of each facility and how to report a problem, or issue in the unlikely event something happens while you are here.

Important Rules to Know: No one is ever allowed to engage in sexual misconduct.

- Sexual misconduct includes any kind of sexual contact, regardless of whether the other party agreed to the contact or not.
- This also includes sexual harassment: saying sexual things, saying things about someone's body, talking about whom someone likes to date, or making offensive gestures or comments.

We prohibit employees and other adults in the facility from doing any of these things at all times. We also maintain appropriate boundaries here. Employees, contractors, and volunteers are prohibited from having any kind of romantic relationship with an offender or offenders. There is no such thing as **consent** to sexual activity in a correctional setting.

We also prohibit employees, contractors, and volunteers from sharing personal details, such as their personal contact information, except in order to carry out their professional responsibilities. Similarly, employees, volunteers, and contractors are prohibited from making contact with offenders outside of each facility through any means (e.g., in person meetings, texting, or on social media), except in order to carry out their professional responsibilities.

How We Keep Everyone Safe: At the Marion County Sheriff's Office, we do a number of things to keep everyone safe, including:

- Educating offenders about their right to be free from sexual misconduct
- Conducting background checks of the individuals, we hire.
- Training employees on our policies on preventing, detecting, and responding to sexual misconduct.
- Maintaining appropriate supervision of offenders at MCJ and MCTC
- Offering a number of ways offenders and others can report problems at each facility.
- Fully investigating all allegations of sexual misconduct.
- Providing services and supports to offenders who allege they have been sexually abused.
- Protecting employees and offenders from retaliation for reporting problems or helping with an investigation

What to Do If You See or Suspect Sexual Misconduct, or if an Offender Reports a Problem to You: Although we do a number of things to keep everyone safe, we want you to know what to do if you see something that looks like a problem or if an offender reports a problem to you.

- If you see or suspect an incident of sexual misconduct, you must report it immediately by contacting a deputy or non-sworn employee.

- If an offender discloses something that suggests an incident of sexual misconduct has occurred, stay calm, listen to what they are saying, take the report seriously, and convey a message of support (e.g., "I'm glad you were strong enough to come to me"). Let the offender know you are going to report the incident to make sure someone investigates and makes sure they are safe. Inform them you will not share his or her report beyond those who need to know to fix the problem.

- If an offender wants to tell you something but asks you not repeat what they are going to tell you, let them know about your limits of confidentiality. This includes whether you have to report certain behaviors by law once you have knowledge or reasonable suspicion that a crime is being or has been committed.

- For example, you might say, "I am glad you came to me and I can understand why you would not want me to tell anyone. If it is about someone hurting, harassing, or threatening you I am required to report it. I respect your decision if you do not want to tell me as a result. But if you tell me, I can work with you to get help."

Questions: If you have questions pertaining to your PREA responsibilities or other facility rules, or your responsibilities while you are here, you may contact us by calling the Marion County Jail's Administrative section at (503)-581-1183.

Acknowledgement: By signing this form, you acknowledge that you have received, read, and understand your responsibilities regarding to The Marion County Sheriff's Office Jail and Transition Center's sexual misconduct prevention, detection, and response policies and procedures.

Signature: _____ **Date:** _____

Printed Name: _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 24, 2026

Department: Legal Counsel

Title: 1st Public Hearing to Consider Formation Petition of the Mt. Angel-Monitor Fire District

Management Update/Work Session Date: _____ **Audio/Visual aids** ☐

Time Required: 5 mins **Contact:** Andrew Mittendorf **Phone:** (503) 822-5220

Requested Action:
Hold first public hearing as required by ORS 198.800 to consider formation Petition of the Mt. Angel-Monitor Fire District.

Issue, Description & Background:
Mt. Angel Fire District and Monitor Fire District seek to individually dissolve and reform as a joint Mt. Angel-Monitor Fire District and establish a new permanent tax rate. They have submitted enough signatures on a Petition to the Marion County Clerk, and the Clerk has verified the signatures. Now, pursuant to ORS 198, the Board must hold two public hearings to consider whether to sign two orders to move the Petition to the voters during the November 2026 election. Following this first public hearing, the Board will need to decide whether to issue an order pursuant to ORS 198.810.

Financial Impacts:
Minimal

Impacts to Department & External Agencies:
Impacts to Mt. Angel Fire District and Monitor Fire District described above

List of attachments:
Petition, map of proposed new district boundaries

Presenter:
Andrew Mittendorf

Department Head Signature:
Steve Elzinga
Digitally signed by Steve Elzinga
Date: 2026.06.10 11:24:55 -07'00'

BEFORE THE MARION COUNTY BOARD OF COMMISSIONERS
STATE OF OREGON

PETITION FOR FORMATION OF FIRE DISTRICT

A PETITION FILED PURSANT TO ORS 198.705 TO 198.955

A. This is a proposal for the formation of a rural fire protection district, the principal act of which is Chapter 478 of the Oregon Revised Statutes.

B. The proposed rural fire protection district would be located within both Marion County and Clackamas County, with Marion County the principal county as that term is used in ORS 198.705(17).

C. The formation of a new fire district is pursuant to ORS 198.705 to 198.955 and ORS Chapter 478.

D. The name and principal act of all affected districts and counties are:

Marion County — ORS Chapter 201 through ORS Chapter 215
Clackamas County — ORS Chapter 201 through ORS Chapter 215
- Clackamas County Rural
- Clackamas County Emergency Radio Bond
- Clackamas County Public Safety Local Option

Molalla Aquatic Park ORS Chapter 266
S Clackamas Transportation District ORS Chapter 267
Canby School District ORS Chapter 332
Molalla River School District ORS Chapter 332
Silver Falls School District ORS Chapter 332
Gervais School District ORS Chapter 332
Silver Falls School District ORS Chapter 332
Mt. Angel School District ORS Chapter 332
Woodburn School District ORS Chapter 332
Clackamas Educational Service District ORS Chapter 334
Willamette Educational Service District ORS Chapter 334
Clackamas Community College ORS Chapter 341
Chemeketa Community College -- ORS Chapter 341
Chemeketa Regional Library ORS Chapter 357
Clackamas County Library ORS Chapter 357
Silver Falls Library District ORS Chapter 357
Marion County Extension & 4H ORS Chapter 451
Clackamas County Extension & 4H ORS Chapter 451
Vector Control ORS Chapter 452
Clackamas County Urban Renewal ORS Chapter 457

Monitor Fire District ORS Chapter 478
Mt. Angel Fire District ORS Chapter 478
Marion Soil and Water Conservation ORS Chapter 568
Clackamas Soil and Water Conservation ORS Chapter 568
Port of Portland ORS Chapter 777

E. The Board of Directors of the proposed District will be elected and will consist of five (5) members elected at large.

F. The description of the proposed District is shown on Exhibit "A", attached to this Petition, and is depicted on the included map.

G. The territory of the proposed District is inhabited.

H. The name of the proposed District is the **Mt. Angel-Monitor Fire District (hereinafter "New District")**.

I. The proposed permanent tax rate for operating taxes sufficient to support the services and functions described in the Economic Feasibility Statement for the proposed New District is $1.97 per one thousand dollars ($1,000) of assessed valuation.

J. The proposed formation is subject to the following proposed terms and conditions:

- Formation of the New District is subject to the public hearing process with the County Board specified in ORS 198.800, et seq.
- Formation of the New District is subject to the voter approval, with the questions presented at the November 3, 2026, general election.
- Formation of the New District is subject to the concurrent voter approval of the dissolution of both the existing Mt. Angel Fire District and dissolution of the existing Monitor Fire District.
- Effective Date: The order forming New District will take effect on January 1, 2027.
- Employees: Subject to the provisions of ORS 236.605 to 236.640, the employees of the Mt. Angel and/or Monitor Fire Districts shall be transferred to the New District.
- Asset Transfer: All real and personal property and other assets of the Mt. Angel Fire District and/or the Monitor Fire District, will be transferred to and become the property of the New District.
- Debt Distribution: The New District will assume all fire protection related debt obligations of the Mt. Angel Fire District and/or the Monitor Fire

District. No other long term debt obligations will be assumed by the New District.

K. The Economic Feasibility Statement described by ORS 198.749 is attached hereto as Exhibit "B".

L. The boundary of the proposed District includes the City of Mt. Angel. City consideration and approval by resolution of the final Order of the County Board will occur be attached to the Petition in compliance with ORS 198.720. is attached hereto as Exhibit "C".

M. The names and address of the Chief Petitioners are:

John Vandecoevering
34380 S Barlow Rd
Woodburn OR. 97071

Aaron Bielemeier
12354 Mt Angel Gervais RD NE
Mt Angel OR. 97362

DONE this 10th day of February 2026.

ATTEST

Chief Petitioner(s)

John Vandecoevering

Aaron Bielemeier

Exhibit A

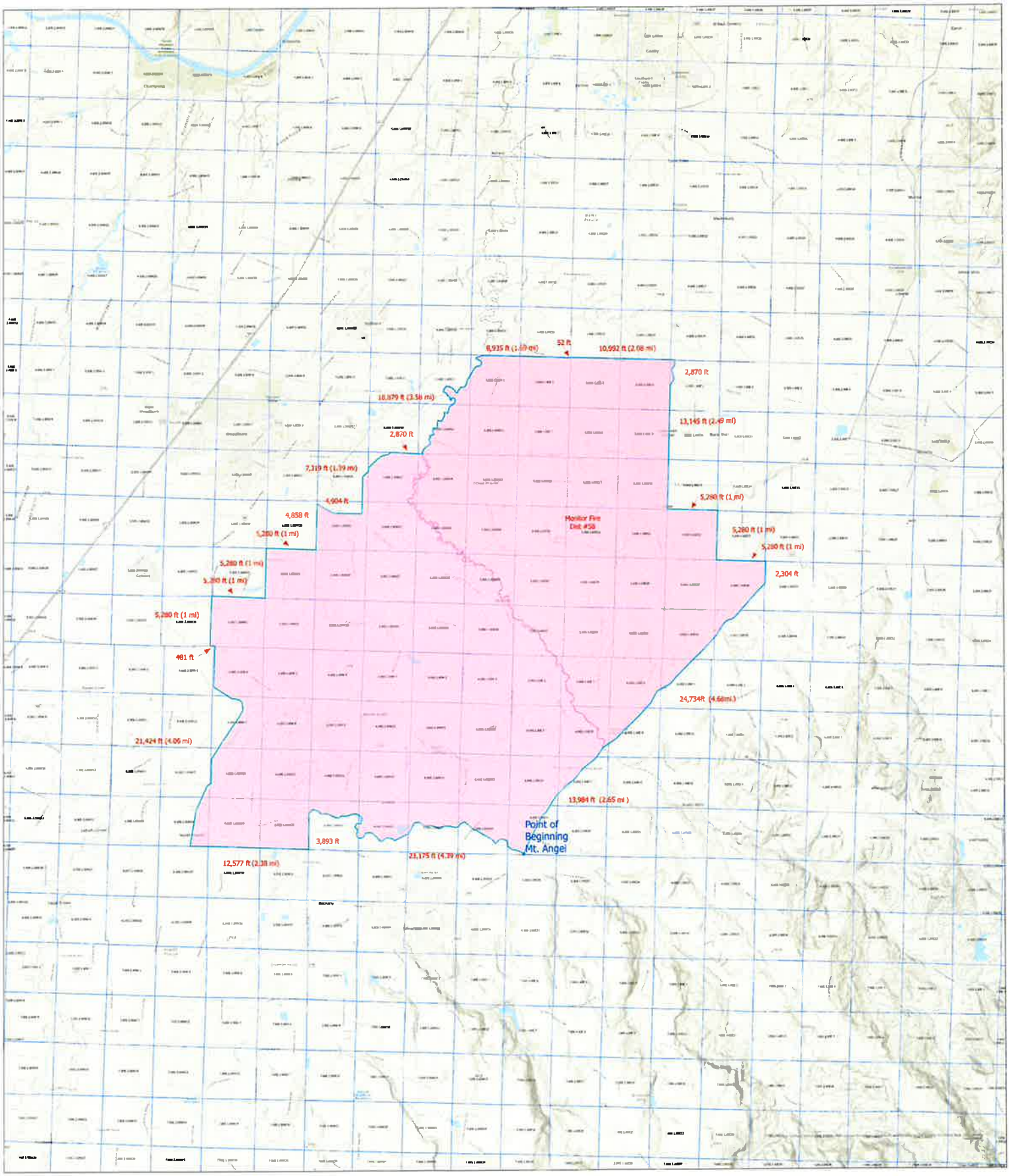
Exhibit A

Legal Description for Mt. Angel Fire District / Monitor Fire District

Legal Description for Mt. Angel Fire District / Monitor Fire District

Beginning at a point in the center of the Oregon Highway 213 where the Abiqua creek crosses said road and running thence along the center of said road in a northeasterly direction for approximately 13,984 ft (2.65 mi) to the east line of Marion County;
Thence northeasterly along the centerline of said highway for approximately 24,734 ft (4.68 mi) to the east line of Township 5 South, Range 1 East, Section 26, Willamette Meridian,
Thence, north along the east line of said Section 26 for approximately 2,304 ft to the Northeast corner of said Section 26,
Thence, west along the north line of said Section 26 for approximately 5,280 ft (1 mi) to the Northwest corner of said Section 26,
Thence, north along the east line of Township 5 South, Range 1 East, Section 22, W.M. for approximately 5,280 ft (1 mi) to the Northeast corner of said Section 22,
Thence West along the north line of said Section 22 for approximately 5,280 ft (1 mi) to the Northwest corner of said Section 22,
Thence, North along the west line of Township 5 South, Range 1 East, Section 15 for approximately 13,145 ft (2.49 mi) to the centerline of South Kropf Road,
Thence north along the centerline of said road for approximately 2,870 ft to the centerline of South Barnards Road,
Thence, West along the center line of said road for approximately 10,992 ft (2.08 mi) to the east line of Township 4 South, Range 1 East, Section 31, W.M.,
Thence, South along the east line of said section 31 for approximately 52 ft to the Northeast corner of Township 5 South, Range 1 East, Section 6, W.M.,
Thence West along the north line of said Section 6 and the north line of Township 5 South, Range 1 West, Section 1, W.M. for approximately 8,935 ft (1.69 mi) to the West line of Clackamas County,
Thence Southeasterly along the centerline of the west line of Clackamas County for approximately 18,879 ft (3.58 mi) to the point where it intersects with the south line of Township 5 South, Range 1 West, Section 11, W.M.,
Thence, west along the south line of said Section 11 and the south line of Township 5 South, Range 1 West, Section 10, W.M. for approximately 3,155 ft to the centerline of Union School Road,
Thence, southerly along the centerline of said road for approximately 7,319 ft (1.39 mi) to the centerline of Oregon Highway 214,
Thence, westerly along the centerline of said highway for approximately 4,904 ft to the section line between Sections 20 and 21, in Township 5 South, Range 1 West, W.M.;
Thence, south along the east line of said Section 20 for approximately 4,858 ft to the southeast corner of said Section 20;
Thence, west along the south line of said Section 20 for approximately 5,280 ft (1 mi) to the common corner between Sections 19, 20, 29 and 30, in Township 5 South, Range 1 West;
Thence, south along the Section line between Sections 29 and 30 in said Township 5 for approximately 5,280 ft (1 mi) to the common corner between Sections 29, 30, 31 and 32 in said Township 5;

Thence, west along the south line of Section 30 for approximately 5,280 ft (1 mi) to the southwest corner of said Section 30;
Thence, south along the west line of Section 31 for approximately 5,280 ft (1 mi) to the southwest corner of said Section 31;
Thence, easterly along the south line of Section 31 for approximately 481 ft to its intersection with Howell Prairie Road;
Thence, southerly along the center line of said last named road for approximately 21,424 ft (4.06 mi) to the south line of Section 24, Township 6 South, Range 2 West;
Thence, east along the south line of Section 24, Township 6 South, Range 2 West, W.M., and the south line of Sections 19 and 30, Township 6 South, Range 1 West, W.M., for approximately 12,577 ft (2.38 mi) to the southeast corner of Section 20, Township 6 South, Range 1 West;
Thence, north along the east line of Section 20 for approximately 3,893 ft to the center of Abiqua creek;
Thence, upstream along said creek for approximately 23,175 ft (4.39 mi) to the place of beginning.



Mt. Angel and Monitor
Fire Districts
Legal Description Map

N
W E
S

Exhibit-B

MT. ANGEL–MONITOR FIRE DISTRICT

FORMATION FEASIBILITY STUDY

Prepared for the Boards of Directors

Mt. Angel Fire District

Monitor Rural Fire Protection District

Proposed Ballot Date: November 3, 2026

Proposed Formation Date: January 1, 2027

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16. Governance Structure
17. Transition Plan
18. Final Findings and Recommendation

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B. Assessed Value and Revenue Modeling Tables
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D. Sensitivity & Risk Analysis
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1. EXECUTIVE SUMMARY

This Feasibility Study evaluates the proposed consolidation of Mt. Angel Fire District and Monitor Rural Fire Protection District into a single rural fire protection district to be known as the Mt. Angel–Monitor Fire District. The proposed formation date is January 1, 2027, subject to voter approval in November 2026.

The combined districts currently serve approximately 72.15 square miles and protect an estimated 7,909 residents. Over the past three years (2023–2025), the districts have responded to an average of approximately 1,200 emergency incidents annually. Approximately 70 percent of these incidents are EMS-related, with the remaining 30 percent consisting of fire suppression, rescue, and other emergency responses.

Both districts rely primarily on volunteer staffing. Like many rural fire agencies, weekday daytime response reliability has declined due to workforce commuting patterns.

This study evaluates whether consolidation:

- Improves staffing reliability and operational deployment
- Stabilizes long-term revenue through a unified permanent rate
- Supports structured apparatus and equipment replacement
- Eliminates levy dependency risk
- Maintains long-term fiscal sustainability

Under the proposed permanent tax rate of $1.97 per $1,000 assessed value and a FY2027 assessed value of $917,283,527, projected FY2027 revenue is approximately $1,807,049. The proposed FY2027 consolidated budget totals $1,363,564, resulting in an initial projected operating surplus of approximately $443,484.

Five-year financial modeling (FY2027–FY2031) demonstrates that the consolidated district maintains positive operating margins under conservative two percent assessed value growth, even after phased staffing expansion and the addition of a fourth firefighter in FY2031. Annual apparatus reserve contributions of >$300,000 are maintained throughout the forecast period. Higher growth scenarios further strengthen long-term capital sustainability.

Based on the operational analysis, financial modeling, legal authority, and long-term capital projections, consolidation is determined to be operationally justified, financially sustainable, and legally feasible.

1.1 Existing Conditions

Mt. Angel Fire District and Monitor Rural Fire Protection District collectively serve an estimated 7,909 residents. Based on the most recent three-year data, the combined districts respond to approximately 1,200 emergency incidents annually.

Both districts operate combination systems supported by volunteer personnel. Volunteer turnout remains strong during evenings and weekends; however, both districts experience reduced volunteer availability during weekday business hours. Increasing regulatory requirements, apparatus replacement costs, EMS demand, and personnel-related expenses have placed sustained operational and financial pressure on both organizations.

Monitor Rural Fire Protection District currently operates under a permanent tax rate of $0.53 per $1,000 of assessed value, supplemented by a $0.50 local option levy that expires in 2027. The levy represents a significant portion of Monitor's operational funding. Absent structural change or levy renewal, Monitor would experience a substantial reduction in available operating revenue.

Mt. Angel Fire District operates under a permanent tax rate of $1.0146 per $1,000 of assessed value. When compared to more than 20 fire districts across Marion and Clackamas Counties, both Mt. Angel and Monitor maintain the lowest two permanent tax rates in the region.

The proposed consolidated permanent rate of $1.97 per $1,000 of assessed value would move the new district closer to the regional median among comparable fire districts. This adjustment is intended to provide stable, long-term funding for staffing reliability, apparatus replacement, and operational sustainability.

A primary objective of this structure is to avoid future bond measures with associated interest costs and to eliminate reliance on temporary operating levies. By establishing a sustainable permanent rate and building structured capital reserves annually, the new district can plan for major apparatus replacements and operational needs with the goal of not returning to voters for recurring funding measures over the next 20 years. Apparatus follow a NFPA recommendation of 20-year replacement cycles, which provides confidence in our 20-year plan.

1.2 Purpose of Consolidation

The proposed consolidation is intended to:

- Improve daytime staffing reliability with increased staffing
- Strengthen emergency medical capability by adding Advanced EMT or Paramedic coverage
- Eliminate duplicated administrative structures
- Create a unified capital replacement plan
- Stabilize long-term financial sustainability
- Provide consistent operational standards and training

- Enhance organizational resilience

Consolidation would allow the combined district to transition from two independent tax bases and governance structures into one unified entity capable of strategic long-term planning.

1.3 Proposed Service Model

The proposed consolidated district would:

- Operate from three existing stations (Mt. Angel, Monitor, and Yoder)
- Maintain a volunteer-based 24/7 response system
- Implement three full-time daytime firefighter positions (8:00 a.m. – 5:00 p.m. Monday–Friday) in Year 1
- Establish a long-term objective of four-person engine staffing during peak hours
- Maintain the current Mt Angel retired / half-time Fire Chief position initially as additional cost saving measure and district formation, with transition to full-time leadership as operational demands warrant.

This phased staffing model addresses the most significant operational vulnerability—weekday daytime response—while remaining fiscally responsible.

1.4 Financial Summary

Based on a combined 2026 assessed value of approximately $899,297,575 million and a proposed permanent tax rate of $1.97 per $1,000 of assessed value, assuming a two percent increase for 2027, the consolidated district is projected to generate approximately $1.8 million in annual property tax revenue in its first year of operation.

The proposed operating budget is estimated at $1.36 million annually, which includes a $300,000 capital outlay line item reserved for potential apparatus or equipment purchases if needed, along with a $50,000 contingency reserve. Because the new capital outlay allocation represents spending authority rather than a required annual expenditure, any unspent portion may carry forward into reserves at the end of the fiscal year.

Under this conservative budgeting approach, the district is projected to generate a minimum annual surplus of approximately $443,484with the potential for additional surplus depending on the amount of capital outlay funds that remain unspent. Over five years, cumulative projected surpluses could reasonably range from approximately $2.2 million to more than $3.9 million, allowing the District to:

- Establish dedicated apparatus replacement reserves
- Fund turnout gear and SCBA replacement cycles
- Avoid reliance on future bond measures
- Build operating reserves to industry-recommended levels
- Phase in the hiring of additional daytime firefighters

For a typical home with an assessed value of $250,000 (roughly 50% $500,000 real market value), the estimated impact of the proposed rate is an increase of approximately $20 per month.

1.5 Findings

This feasibility analysis concludes that formation of the Mt. Angel–Monitor Fire District is:

- Operationally justified due to documented daytime staffing gaps
- Financially sustainable under conservative growth assumptions
- Structurally efficient compared to maintaining two separate districts
- Strategically aligned with long-term service demands and capital needs

Consolidation provides a stable governance framework, predictable revenue structure, and scalable service model capable of protecting life and property for both communities into the future.

2. INTRODUCTION AND PURPOSE

2.1 Introduction

Mt. Angel Fire District and Monitor Rural Fire Protection District have provided fire protection and emergency response services to their respective communities for decades. Both districts operate under Oregon Revised Statutes (ORS) Chapter 478 and rely primarily on volunteer firefighters supplemented by limited paid staff.

Over the past several years, both districts have experienced increasing service demands, rising operational costs, and evolving regulatory requirements. At the same time, volunteer availability—particularly during weekday daytime hours—has declined due to employment patterns, commuting distances, and demographic shifts.

Recognizing these shared challenges, the Boards of Directors for Mt. Angel Fire District and Monitor Rural Fire Protection District initiated a formal evaluation to determine whether forming a single consolidated district would strengthen long-term service delivery, operational reliability, and financial sustainability.

This Feasibility Study presents the findings of that evaluation.

2.2 Purpose of the Study

The purpose of this study is to determine whether consolidation of Mt. Angel Fire District and Monitor Rural Fire Protection District into a single rural fire protection district is:

- Operationally necessary
- Financially sustainable

- Legally feasible
- Strategically beneficial to the communities served

This study provides a structured, data-informed assessment of:

- Current service levels and response demand
- Staffing capacity and deployment challenges
- Facilities and apparatus inventories
- Financial baselines and revenue stability
- Capital replacement needs
- Governance structure and statutory requirements
- Long-term fiscal projections

The study is intended to provide the Boards of Directors, county officials, and the public with a comprehensive understanding of the impacts—both positive and negative—of district formation.

2.3 Scope of Evaluation

This feasibility analysis examines both current conditions and projected future needs. Specifically, it evaluates:

Operational Factors

- Incident volume and call-type trends
- Response performance and coverage areas
- Staffing models and daytime response reliability
- Training standards and regulatory compliance
- Mutual aid and automatic aid relationships

Financial Factors

- Current revenue sources and tax rates
- Projected revenue under a consolidated permanent rate
- Personnel cost projections
- Capital improvement and apparatus replacement planning
- Five-year and long-term fiscal sustainability

Governance Factors

- Statutory requirements under ORS 478
- Board composition and transition procedures
- Asset and liability transfer considerations
- Administrative consolidation impacts

This study does not pre-determine the outcome of the ballot measure. Instead, it provides factual analysis to support informed decision-making.

2.4 Background Context

Both districts currently operate independently but share common operational realities:

- Increasing reliance on EMS response
- Rising apparatus replacement costs (engines exceeding $1 million)
- Elevated insurance and compliance expenses
- Growing training standards and certification requirements
- Volunteer recruitment and retention challenges

Monitor's local option levy, which contributes a significant portion of its operational funding, expires in 2027. Without renewal or structural change, the district's financial capacity would be materially reduced, and one of the two paid firefighters would be eliminated leaving just one Firefighter EMT on duty during the week.

Mt. Angel Fire District maintains a higher permanent tax rate and ISO Class 3 rating but also faces long-term apparatus replacement and staffing sustainability challenges.

The two districts already collaborate informally and through shared operational practices, and a training officer / firefighter EMT position IGA. Consolidation represents a formal structural evolution of that cooperation.

2.5 Study Methodology

This feasibility study was developed using:

- Three-year call volume averages
- Assessed value data from Marion County
- Assessed value data from Clackamas County
- Current adopted budgets from both districts
- Projected inflation assumptions for personnel and capital costs
- Industry benchmarks for reserve and capital planning
- Comparative analysis of similar Oregon district consolidations
- NFPA staffing and equipment standards

Revenue projections assume a conservative two percent annual assessed value growth rate. Personnel and operational cost projections reflect realistic inflation trends experienced by Oregon fire districts over the past five years.

2.6 Decision Framework

The decision to consolidate should ultimately be based on the following questions:

1. Will consolidation improve service reliability?
2. Will consolidation strengthen long-term financial stability?
3. Will consolidation improve capital planning and reduce future bond reliance?

4. Will consolidation create a more resilient organization capable of meeting future demands?

This feasibility study is structured to provide clear, objective answers to those questions.

3. AUTHORITY AND LEGAL FRAMEWORK

3.1 Statutory Authority

The proposed formation of the Mt. Angel–Monitor Fire District is governed by the Oregon Revised Statutes (ORS), primarily:

- **ORS Chapter 478** – Rural Fire Protection Districts
- **ORS Chapter 198** – Special District Formation, Boundary Changes, and Mergers
- **ORS Chapter 222 (as applicable)** – Territory transfers and city relationships
- **ORS 294 & 297** – Public budgeting and audit requirements

Under ORS 478, a rural fire protection district may be formed, merged, or reorganized following statutory procedures, including:

- Adoption of resolutions by the governing bodies
- Submission to the county for review
- Public notice and hearing requirements
- Referral to voters within the proposed district boundary

The consolidated district would operate as a single rural fire protection district under ORS 478 with full taxing and operational authority.

3.2 Formation Structure Options

There are two legally recognized structural pathways available:

Option A – Formation of a New District

Both existing districts dissolve, and a new district is formed through voter approval. Assets, liabilities, and operational authority transfer to the newly formed entity.

Characteristics:

- New district name and identity
- New governing board established
- All assets transferred
- Clean statutory formation process
- New permanent tax rate is set

Option B – Merger into One Existing District

One district absorbs the other through statutory merger procedures.

Characteristics:

- One district remains as the surviving entity
- The other district dissolves
- Assets and liabilities transfer to the surviving district
- Fewer administrative resets required
- The surviving district permanent tax rate is applied

The Boards must determine which pathway best serves governance clarity, asset transition simplicity, and public transparency.

3.3 Voter Approval Requirements

Formation of a new district or merger requires approval by a majority of voters within the affected territory.

The ballot measure must include:

- Legal boundary description
- Proposed permanent tax rate
- Effective date of formation
- Identification of initial governing board structure

Only voters residing within the proposed consolidated district boundary are eligible to vote on the measure.

3.4 Governance Structure Under ORS 478

Upon voter approval, the consolidated district will be governed by a five-member Board of Directors elected at large.

Board responsibilities include:

- Establishing district policy
- Adopting annual budgets
- Setting tax levies (within permanent rate authority)
- Hiring and supervising the Fire Chief
- Approving capital expenditures
- Ensuring compliance with public meeting and public records law

Board members serve staggered four-year terms unless otherwise specified during initial formation.

3.5 Taxing Authority

Under ORS 478, a rural fire protection district may levy property taxes up to its voter-approved permanent rate.

The proposed permanent tax rate for the Mt. Angel–Monitor Fire District is:

$1.97 per $1,000 of assessed value

Once approved, the permanent rate becomes part of the district's tax base and does not require renewal unless modified.

The district would remain subject to:

- Measure 5 constitutional compression limits
- Measure 50 assessed value growth limitations
- County tax collection procedures

3.6 Asset and Liability Transfer

Upon consolidation:

- Real property, apparatus, and equipment transfer to the consolidated district
- Cash reserves and capital accounts transfer
- Outstanding obligations (contracts, debt, leases) transfer
- Employment agreements transition under new district authority

3.7 Personnel Transition

All paid employees and volunteers would transition to the consolidated district without interruption of service.

Key considerations include:

- Employment classification
- Accrued leave balances
- Insurance coverage transition
- Workers' compensation coverage
- Oregon PERS
- Payroll system consolidation
- Volunteer liability and coverage continuation

Personnel policies will be reviewed and adopted by the new governing board.

3.8 Intergovernmental Agreements

Existing agreements with:

- Oregon State Fire Marshal
- Fire Defense Board
- METCOM 911
- Mutual aid partners

will either transfer automatically or require re-execution under the new district name.

No interruption in dispatch services or mutual aid coverage is anticipated.

3.9 Compliance Requirements

Upon formation, the consolidated district must:

- Adopt Bylaws and board policies
- Establish banking and accounting systems
- Adopt a fiscal year budget
- Conduct annual independent audits
- Comply with Oregon Public Meetings Law
- Maintain Oregon Government Ethics compliance

3.10 Legal Findings

Based on statutory review, formation of the Mt. Angel–Monitor Fire District is:

- Authorized under ORS Chapters 478 and 198
- Subject to voter approval
- Structurally viable under either merger or new district formation pathways
- Capable of seamless asset and operational transition with proper planning

No statutory barriers have been identified that would prevent consolidation.

4. DESCRIPTION OF EXISTING DISTRICTS

4.1 Combined Service Area Overview

The districts protect a combination of urban-density housing within the city limits, including commercial occupancies, schools, churches, and light industrial properties, as well as widely dispersed rural homes, farms, and outbuildings throughout the countryside. The response area includes key transportation corridors, critical infrastructure, and community gathering locations, creating a broad risk profile that ranges from structure fires and EMS calls to wildland-urban interface incidents and motor vehicle crashes.

4.1.1 Estimated Population

Estimated combined population: 7,909 residents

This estimate reflects current county population data and includes incorporated and unincorporated areas within both districts.

4.1.2 Geographic and Risk Characteristics

The service area includes:

- Urban residential development within the City of Mt. Angel
- Rural residential, industrial and agricultural occupancies
- Highway corridors (Highways 211, 213, and 214)
- Wildland-urban interface areas
- Schools and community facilities

These mixed occupancies create diverse response demands requiring both EMS capability and structural firefighting readiness.

4.1.3 Call Volume and Service Demand

Three-year combined average call volume (2023–2025):
Approximately 1,200 emergency incidents annually

Annual totals:

- 2023: 1,188 calls
- 2024: 1,148 calls
- 2025 (estimated): 1,276 calls

Call distribution (approximate):

- 70% EMS-related incidents
- 30% Fire suppression, rescue, hazardous conditions, or service calls

Call volume has demonstrated moderate growth over the past five years, consistent with regional population growth and increasing EMS utilization.

4.1.4 Staffing

Current staffing model includes:

- 0.5 FTE Fire Chief
- 2 Full-Time Firefighters
- 1 Administrative Secretary
- Approximately 57 Volunteer Firefighters

Operational model:

- Volunteers provide 24/7 coverage
- Paid staff primarily support daytime response and training
- Daytime staffing depth is improved but remains limited to available personnel

The district has strong volunteer participation but faces increasing challenges in weekday daytime response reliability.

4.1.5 Facilities

Mt. Angel Fire Station & Storage Shop Building

Year	Built	Description	Sq. Ft.	Total Cost	Cost / Sq. Ft.	Funding
1993	1994	Station 450	10,014	$425,000	$42.44	City Bond
2025	2025	Storage / Shop	3,000	$640,000	$213.33	11 years of Conflagration reimbursements and savings

- Provides primary response coverage to City of Mt Angel, as well as southern and western district territory
- Serves as administrative headquarters
- Houses administrative offices and Fire Chief office
- Provides training and meeting space
- Contains primary apparatus bays
- Serves as primary staffed daytime response location

This facility functions as the operational hub of the district and supports both administrative and frontline response activities.

Monitor Fire Station

Year	Built	Description	Sq. Ft.	Total Cost	Cost / Sq. Ft.	Funding
1996	1996	Station 980 Monitor	9,288	$950,000	$102.28	1/3 was Paid from Budget and 2/3 was FEMA Funds

- Located in the Monitor community area
- Houses engines, brush and water tender apparatus
- Provides primary response coverage for central northern and eastern district territory
- Volunteer-supported response station

- Critical for rural water supply operations and highway corridor response

The Monitor Station ensures geographic equity in service delivery and reduces travel times to rural residential and agricultural areas. The Monitor Station is 4.2 road miles from the Mt Angel Station.

Yoder Substation

Year	Built	Description	Sq. Ft.	Total Cost	Cost / Sq. Ft.	Funding
1974	1974	Station 990	2,400	$50,000	$20.83	Paid for by Budget Funds

Property was donated by the Yoder Family; the Yoder Substation was built in 1974, and the cost of construction was $50,000.

- Located in the Yoder community area
- Volunteer-supported station
- Provides rural response coverage to northern and eastern portions of the district
- Currently undergoing seismic retrofit improvements

Yoder enhances travel time performance and strengthens rural coverage depth across the consolidated district. The Yoder Station is 10.3 road miles from the Mt Angel station, and 6.1 road miles from the Monitor Station.

4.2 Monitor Rural Fire Protection District

4.2.1 History and Organizational Overview

Monitor Rural Fire Protection District serves unincorporated territory east and north of Mt. Angel. The district operates under ORS Chapter 478 and is governed by an elected Board of Directors.

Monitor operates as a primarily volunteer fire district with no full-time operational staff.

4.2.2 Service Area

- Approximately 35.28 square miles
- Predominantly agricultural and rural residential
- Highway 213 corridor
- Highway 211 corridor
- Scattered rural dwellings and farm structures
- WUI exposure areas

Estimated population: approximately 2,800 residents

4.2.3 Call Volume and Service Demand

Three-year average call volume: approximately 412 calls annually

Call distribution:

- Approximately 65–70% EMS
- Approximately 30–35% Fire and Rescue

Call volume trends have been relatively stable but are expected to grow gradually with residential development patterns.

4.2.4 Staffing

Current staffing model includes:

- Volunteer Firefighters: approximately 20
- No full-time operational staff
- Administrative functions supported through district structure
- Shared daytime staff from Mt. Angel Fire District

Daytime weekday response capacity is limited and highly dependent on volunteer availability.

4.3 Comparative Summary

Category	Mt. Angel	Monitor
Service Area	36.27 sq. mi.	35.28 sq. mi.
Population	~5292	~2617
Annual Calls	~792	~412
Permanent Rate	1.0146	0.53
Local Option	None	0.50 (exp. 2027)
Volunteers	37	20
Full-Time Staff	2.5 FTE + admin	0
ISO Rating	Class 3	Not rated

4.4 Baseline Observations

1. Both districts rely heavily on volunteers.
2. Both experience daytime staffing limitations.
3. Monitor faces levy expiration risk in 2027.
4. Apparatus replacement costs are rising rapidly.
5. Both districts serve largely rural, agricultural, and WUI communities.

These baseline conditions form the foundation for evaluating consolidation in subsequent sections.

5. COMMUNITY AND RISK PROFILE

This section evaluates the demographic, geographic, economic, and hazard characteristics of the territory served by Mt. Angel Fire District and Monitor Rural Fire Protection District. Understanding community risk is critical in determining appropriate staffing levels, apparatus configuration, and long-term capital planning.

5.1 Geographic Characteristics

The combined service area lies in northeastern Marion County and portions of southern Clackamas County, Oregon, within the northern Willamette Valley. It includes the City of Mt. Angel, the rural Monitor community, and surrounding agricultural lands.

The area reflects a blend of small-town urban development, rural residential properties, and intensive agricultural operations. Elevations are generally moderate but include prominent features such as Mount Angel Abbey, which serves as both a cultural landmark and a high-elevation response consideration.

The district includes:

- Incorporated urban neighborhoods within the City of Mt. Angel
- Agricultural lands and farm structures
- Rural residential developments
- Wildland–Urban Interface (WUI) areas
- Major transportation corridors and rail lines
- Creek and floodplain zones

The terrain consists primarily of rolling farmland with scattered wooded areas. Although not mountainous, extended travel distances and rural road conditions—including narrow roadways, limited shoulders, and bridges—can affect response times, particularly during inclement weather.

5.2 Population and Development Patterns

Estimated Population:

- Mt. Angel: ~5,200 residents
- Monitor: ~2,600 residents
- Combined: ~7,900 residents

Population growth in the region has been gradual but steady. Development patterns include:

- Infill housing within Mt. Angel city limits

- Scattered rural residential construction
- Continued agricultural operations
- Occasional light commercial and industrial development

Aging housing stock in certain areas increases structural fire risk due to:

- Older electrical systems
- Lack of residential sprinkler systems
- Wood-frame construction

5.3 Major Risk Categories

5.3.1 Residential Risk

The majority of emergency responses are residential in nature, including:

- Medical emergencies
- Cooking-related fires
- Heating equipment fires
- Electrical malfunctions

Rural residences often lack hydrant coverage, increasing reliance on water tenders and tanker shuttle operations.

5.3.2 Agricultural and Industrial Risk

The district contains numerous:

- Barns and outbuildings
- Grain storage facilities
- Equipment sheds
- Agricultural processing structures

Agricultural occupancies present unique hazards including:

- Combustible dust
- Heavy machinery entrapment
- Chemical storage
- Fuel storage tanks

Loss potential in agricultural structures can be substantial.

5.3.3 Transportation Risk

Primary corridors include:

- Highway 211

- Highway 213
- Highway 214
- Rail corridor serving agricultural and commercial transport

Risks include:

- Motor vehicle collisions
- Commercial vehicle incidents
- Hazardous material transport accidents
- Vehicle vs. pedestrian incidents

Traffic-related calls represent a consistent portion of non-EMS emergency responses.

5.3.4 Wildland-Urban Interface (WUI) Risk

Portions of both districts include vegetated areas adjacent to residential development. WUI risk factors include:

- Seasonal drought conditions
- Agricultural field fires
- Wind-driven grass fires
- Limited access roads in rural areas

Although the area is not classified as high forest risk, grass and field fires can spread rapidly during summer months.

5.3.5 Water and Flood Risk

Pudding River, Butte Creek, Abiqua Creek, and smaller waterways run through portions of the district. Flood risk exists during heavy rainfall events.

Risks include:

- Water rescues
- Flooded roadways
- Swift-water hazards in certain conditions

Water rescue capability remains limited and typically supported through mutual aid.

5.4 Emergency Medical Demand

Emergency medical services represent the majority of responses within both districts. Common EMS call types include:

- Cardiac and respiratory emergencies
- Falls, particularly among older adults
- Motor vehicle collision injuries

- Behavioral health crises
- Lift assists

Demographic trends, including an aging population, are expected to increase overall EMS demand in the coming years.

5.5 Water Supply and Hydrant Coverage

Urban Mt. Angel benefits from municipal hydrant coverage.

Rural Monitor and Mt. Angel surrounding areas rely primarily on:

- Water tenders
- Drafting operations
- Mutual aid tanker shuttle

Water supply limitations significantly impact fire suppression strategy in rural areas.

5.6 Insurance Services Office (ISO) Considerations

Mt. Angel Fire District maintains an ISO Class 3 rating.

Monitor is not ISO rated.

ISO classification influences:

- Commercial insurance premiums
- Industrial risk underwriting
- Community economic development attractiveness

Consolidation could potentially support long-term ISO improvement opportunities for currently unrated territory.

5.7 Critical Infrastructure

Critical facilities within or near the proposed district include:

- Schools
- Assisted living facilities
- Churches and large assembly occupancies
- Agricultural processing facilities
- Municipal water and wastewater systems

Protection of these occupancies requires sufficient staffing depth and apparatus reliability.

5.8 Risk Trend Observations

1. EMS demand is increasing faster than fire demand.
2. Rural residential growth increases service area coverage requirements.
3. Apparatus cost inflation is outpacing traditional capital funding methods.
4. Daytime staffing reliability presents the greatest operational vulnerability.
5. Agricultural and WUI risk requires maintained tender capacity.

5.9 Summary

The Mt. Angel and Monitor communities present a mixed urban-rural risk profile characterized by:

- Predominantly residential and EMS demand
- Agricultural and industrial exposure
- Transportation corridor hazards
- Rural water supply limitations
- Increasing regulatory and insurance expectations

This risk environment supports the need for:

- Reliable daytime staffing
- Adequate water tender capacity
- Structured capital replacement planning
- Unified operational standards
- Funding mechanism to support

The next section analyzes incident demand and call volume trends in greater detail.

6. SERVICE DEMAND AND CALL ANALYSIS

This section analyzes emergency incident demand for Mt. Angel Fire District and Monitor Rural Fire Protection District and evaluates how call volume, call type, and service trends influence staffing, deployment, and long-term planning for the proposed consolidated district.

6.1 Overview of Emergency Demand

Emergency call volume in both districts reflects broader statewide trends: increasing EMS demand, steady fire-rescue activity, and growing service calls associated with an aging population and increased roadway traffic.

Combined call volume places the proposed consolidated district in the mid-range of Oregon rural combination districts by annual demand.

6.2 Call Volume by Year

The following totals are based on district incident counts provided for the three most recent years.

Mt. Angel Fire District Call Volume

- 2023: 823
- 2024: 756
- 2025: 797

Monitor Rural Fire Protection District Call Volume

- 2023: 365
- 2024: 392
- 2025: 479

Combined Call Volume

- 2023: 1,188
- 2024: 1,148
- 2025: 1,276

Three-Year Combined Average: Approximately 1,204 calls annually

6.3 Call Type Distribution

Incident activity across both districts is primarily medical in nature, with the remaining responses involving fire suppression, rescue, hazardous conditions, and other service calls. This pattern reflects the workload profile typical of modern rural fire districts, where emergency medical services account for the majority of responses and staffing demand.

Operational Implication: The high volume of medical calls underscores the need for consistent daytime staffing, as peak call activity occurs during weekday business hours when volunteer availability is generally reduced.

6.4 Trend Analysis and Key Observations

6.4.1 Overall Demand

Total combined incident volume increased from 1,148 in 2024 to an estimated 1,276 in 2025, representing an approximate year-over-year increase of 11%.

Monitor's call volume increased significantly in 2025. A portion of this increase is attributable to a small number of high-frequency EMS users, along with potential

influences such as reporting practices, population shifts, traffic patterns, and overall EMS utilization trends.

Regardless of the contributing factors, the upward trend underscores the importance of proactive staffing and capacity planning across the entire district boundary.

6.4.2 EMS Growth Pressure

EMS demand is the dominant workload driver. Even when fire incidents remain stable, EMS calls continue to increase due to:

- Aging population trends
- Increased chronic medical conditions
- Increased roadway traffic and collision frequency
- Behavioral health and public-assistance calls

6.4.3 Fire and Rescue Demand

Fire incidents represent a smaller percentage of total calls but require substantially greater staffing, command capacity, and training. Structural fire response readiness is driven by infrequent but high-risk events where outcomes depend on immediate staffing depth.

Operational implication: Even with lower frequency, structural fire readiness requires staffing plans that support OSHA two-in/two-out principles and safe interior operations when conditions warrant.

6.5 Daytime Demand and Staffing Alignment

Both districts identify weekday daytime response reliability as the most significant operational vulnerability.

Factors contributing to this challenge include:

- Volunteers commuting outside the district for work
- Limited availability during standard business hours
- Increased call volume during daytime hours
- Concurrent incidents requiring multiple staffed resources

Consolidation benefit: A unified district enables shared paid staffing to cover peak demand periods districtwide, rather than duplicating limited staffing resources under separate budgets.

6.6 Deployment Implications for the Consolidated District

Given current demand, the proposed consolidated district service model should be designed to:

- Maintain 24/7 volunteer response capability
- Provide consistent daytime staffed response (initially 8:00 AM–5:00 PM)
- Ensure a predictable minimum staffing baseline for EMS and fire initial attack
- Reduce turnout delays and improve first-unit arrival reliability
- Support simultaneous incident coverage when volunteer turnout is limited

A phased deployment model is consistent with observed demand patterns, allowing staffing expansion as budgets and reserves stabilize.

6.7 Call Volume Projection

Assuming modest annual growth, consistent with regional trends, combined call volume is projected to continue increasing over the next five years.

A conservative planning assumption for workload modeling is 2–4% annual call growth. Under that assumption:

- A 1,250-call baseline would become approximately 1,380–1,520 calls annually within five years.

Planning implication: The district should maintain staffing and capital plans that scale with demand increases without requiring crisis-driven funding measures.

6.8 Summary

Key conclusions from service demand analysis include:

1. Combined call volume is approximately 1,200–1,275 calls annually.
2. EMS incidents represent the majority of demand and drive staffing needs.
3. Fire incidents, while less frequent, create the highest staffing-risk exposure.
4. Daytime staffing gaps are the critical performance vulnerability for both districts.
5. Consolidation supports a districtwide deployment model that aligns staffing with peak demand and improves reliability.

7. EXISTING OPERATIONAL CAPABILITIES

This section evaluates the current operational capacity of Mt. Angel Fire District and Monitor Rural Fire Protection District, including response model, staffing deployment, apparatus configuration, mutual aid relationships, and training standards. The purpose is to establish a realistic baseline of service capability prior to consolidation.

7.1 Response Model Overview

Both districts operate under a traditional volunteer response model supplemented by limited paid staff.

Mt. Angel Fire District

- Combination department with daytime support
- Volunteers respond from home or workplace
- Volunteer response dependent on availability
- Two full-time firefighters provide weekday support
- 0.5 FTE Fire Chief provides administrative and command oversight

Monitor Rural Fire Protection District

- Primarily volunteer department
- No full-time operational staff
- Volunteers respond from home or workplace
- Volunteer response dependent on availability
- Administrative oversight through elected board structure and contract services with Mt. Angel Fire District.

In both districts, volunteers remain the backbone of emergency response coverage.

7.2 Staffing and Response Depth

Mt. Angel Fire District

Strengths:

- Higher volunteer roster size
- Daytime support from two paid firefighters
- ISO Class 3 rating
- More frequent training exposure

Limitations:

- Daytime depth still dependent on volunteer turnout
- Limited ability to guarantee minimum interior staffing without recall

Monitor Rural Fire Protection District

Strengths:

- Dedicated rural volunteer base
- Strong community support
- Water tender capability

- Shared daytime Firefighter response with Mt. Angel

Limitations:

- No paid operational staff
- Limited guaranteed daytime response depth
- Greater vulnerability to low turnout during weekday hours

7.3 Fire Suppression Capability

Both districts maintain the ability to perform:

- Structural fire attack
- Rural water supply shuttle operations
- Wildland and grass fire suppression
- Vehicle extrication
- Basic rescue operations

However, interior structural firefighting operations depend heavily on turnout numbers. OSHA two-in/two-out requirements and safe fireground practices necessitate sufficient staffing before committing to interior attack.

Consolidation would allow staffing resources to be pooled and deployed districtwide.

7.4 EMS Response Capability

Emergency medical incidents comprise the majority of responses within the district and represent the primary driver of operational demand. These incidents include:

- Cardiac arrest and acute cardiac events
- Respiratory emergencies
- Falls, particularly among older adults
- Motor vehicle collision injuries
- Lift assists and other medical service calls

Current Level of Service

- Volunteer responders certified at the EMR and EMT levels
- Coordination with transporting ambulance providers
- No guaranteed advanced-level (AEMT or Paramedic) staffing during weekday daytime hours

Operational Considerations

- Simultaneous medical calls can strain available volunteer resources
- Advanced-level care is not consistently assured on every daytime response

- Daytime coverage is impacted by reduced volunteer availability due to work and commuting patterns

This capability profile reflects a common rural service model; however, increasing EMS demand and call concurrency highlight the importance of evaluating sustainable staffing solutions to maintain response reliability and patient care continuity.

7.5 Water Supply and Tender Operations

Urban Mt. Angel benefits from municipal hydrant infrastructure.

Monitor and rural areas rely primarily on:

- Water tenders
- Drafting operations
- Mutual aid tanker support

Both districts possess water tender capability, but effective rural fire suppression requires sufficient personnel for shuttle operations, pump operation, and attack lines simultaneously.

7.6 Mutual Aid and Automatic Aid

Both districts participate in:

- Marion County Fire Defense Board
- Mutual aid agreements with neighboring districts

Mutual aid supports large incidents but does not replace the need for reliable initial response staffing.

Consolidation would not eliminate mutual aid but would strengthen initial attack capacity before additional resources arrive.

7.7 Command and Incident Management

Incident command is provided by:

- Fire Chief's and available volunteer and paid company officers
- Senior volunteers
- Officers responding to scene

Current command capacity is adequate but can be strained during concurrent incidents or extended operations.

A consolidated district would provide:

- Unified command structure
- Clear officer hierarchy
- Standardized SOGs and ICS protocols

7.8 Training and Certification

Both districts maintain training programs consistent with Oregon DPSST standards.

Training requirements include:

- Structural firefighting certification
- Wildland training
- EMS continuing education
- Driver/operator training

Challenges include:

- Scheduling volunteer training around availability
- Maintaining consistent multi-company training
- Coordinating joint drills

Consolidation would further enhance standardized districtwide training under unified leadership.

7.9 Equipment and Apparatus Readiness

Both districts maintain functional apparatus fleets; however:

- Replacement cycles are approaching for major apparatus
- Cost of new engines exceeds $1 million
- SCBA and turnout gear replacement cycles require structured funding
- Increasing regulatory standards affect equipment purchasing

Capital planning under separate districts is more constrained than under a unified reserve model.

7.10 Operational Strengths

- Strong volunteer commitment
- Established community trust
- Mutual aid integration
- Functional facilities
- Combination staffing experience in Mt. Angel

7.11 Operational Vulnerabilities

1. Weekday daytime staffing reliability

2. Limited guaranteed interior structural staffing depth
3. Aging apparatus replacement exposure
4. Separate administrative systems limiting financial flexibility
5. Levy expiration risk for Monitor

7.12 Summary

Both districts currently provide effective emergency response within the constraints of a volunteer-based model. However, operational vulnerability during weekday daytime hours represents the most significant service reliability risk.

The proposed consolidation would not replace volunteer response; rather, it would reinforce it through shared paid staffing, unified command, and structured capital planning.

8. STAFFING ANALYSIS AND DEPLOYMENT MODEL

This section evaluates current staffing levels, identifies operational gaps, and outlines the proposed phased staffing model for the Mt. Angel–Monitor Fire District. Staffing is the single most important factor influencing response reliability, firefighter safety, OSHA compliance, and overall service delivery effectiveness.

8.1 Current Staffing Baseline

Mt. Angel Fire District

- 0.5 FTE Fire Chief
- 2 Full-Time Firefighters (40-hour schedule)
- 1 Administrative Secretary
- Approximately 37 Volunteers

Monitor Rural Fire Protection District

- Approximately 20 Volunteers
- No full-time operational staff

Combined Volunteer Roster: ~57 members

The current model relies heavily on volunteers responding from home or workplace. While effective during evenings and weekends, weekday daytime response reliability is variable.

8.2 Identified Staffing Gap

The most significant operational vulnerability identified in prior sections is:

Weekday Daytime Staffing Reliability

Contributing factors:

- Volunteers commuting outside district boundaries
- Limited availability during standard business hours
- Increased daytime EMS demand
- Occasional concurrent incidents

Operational risk:

- Delayed minimum staffing for interior structural fire attack
- Reduced EMS response depth
- Increased reliance on mutual aid for initial attack staffing

8.3 Regulatory and Safety Considerations

Structural firefighting operations are subject to OSHA two-in/two-out requirements. Interior attack requires:

- Two firefighters entering together
- Two firefighters outside ready for rescue

While volunteer response may eventually meet this requirement, guaranteed minimum staffing at time of arrival is not always assured during daytime hours.

Safe and defensible fireground operations require predictable staffing baselines.

8.4 Proposed Consolidated Staffing Model

The proposed staffing model is phased to align with financial sustainability.

Phase 1 – Year 1 (Formation Year: 2027)

- Maintain volunteer 24/7 response model
- Implement 3 full-time daytime firefighters
- Schedule: 8:00 a.m. – 5:00 p.m., Monday–Friday
- One position filled by Advanced EMT or Paramedic

Objectives:

- Guarantee minimum daytime response staffing
- Improve EMS capability
- Reduce reliance on volunteer-only response during peak hours
- Provide training leadership and volunteer support

Phase 2 – Years 2–5

- Evaluate and expand daytime coverage to 7 days per week if necessary

- Consider weekend upstaffing model with increased volunteer stipend
- Maintain 3-person daytime crew
- Evaluate call volume growth and financial performance
- Continue building apparatus replacement reserves

Objectives:

- Consider improved weekend daytime coverage
- Increase EMS reliability
- Stabilize staffing without exceeding sustainable budget levels

Long-Term Target Model

- 4-person engine staffing during peak daytime hours
- Retain volunteer augmentation model for evenings and nights
- Transition Fire Chief position to full-time as operational demands justify

This model provides structural scalability while maintaining fiscal discipline.

8.5 Deployment Strategy

Under consolidation, staffing would be deployed districtwide rather than divided by historic boundary lines.

Key principles:

- Districtwide coverage model
- Unified station staffing strategy
- Balanced apparatus placement

Deployment decisions would be driven by:

- Call density
- Travel time modeling
- Apparatus readiness
- Volunteer turnout patterns

8.6 Staffing Cost Model

Current estimated personnel budget for consolidated district: $652,518 annually

This includes:

- Fire Chief
- 3 full-time firefighters
- Administrative support
- Benefits and PERS

- Volunteer program support

The financial model supports this staffing level while maintaining annual surplus capacity for capital reserves.

8.7 Volunteer Sustainability

Consolidation does not replace volunteers. Instead, it:

- Enhances volunteer support
- Provides daytime career support to reduce burnout
- Improves training consistency
- Stabilizes leadership structure

Volunteer members remain essential to:

- Evening and overnight response
- Major incident staffing
- Community engagement
- Wildland mobilization

8.8 Staffing Risk Reduction

The proposed model reduces risk by:

- Guaranteeing minimum daytime response personnel
- Improving EMS care level
- Supporting safer structural fire operations
- Reducing response delay variability
- Enhancing supervision and accountability

8.9 Summary

The current volunteer-based model remains strong but is increasingly strained during weekday daytime hours. The proposed phased staffing plan:

- Is financially sustainable
- Directly addresses the identified operational gap
- Aligns with modern fire service staffing expectations
- Supports long-term service reliability

9. FACILITIES OVERVIEW

This section evaluates the current fire station infrastructure serving Mt. Angel Fire District and Monitor Rural Fire Protection District, assesses geographic coverage, and examines long-term facility considerations under a consolidated district model.

9.1 Overview of Existing Stations

The proposed consolidated district would operate from three existing facilities:

1. Mt. Angel Main Station
2. Monitor Station
3. Yoder Substation

These facilities collectively provide geographic coverage across approximately 72.15 square miles of rural and semi-urban territory.

9.2 Mt. Angel Main Station

Location

Located within the City of Mt. Angel, this station serves as the administrative and operational hub for the district.

Functions

- Primary response station for city and adjacent rural areas
- Administrative offices
- Training and meeting space
- Apparatus storage
- Equipment maintenance area

Condition

- Functional and operationally sound
- Adequate bay space for existing fleet
- Supports current staffing model

Capacity Considerations

The facility can support the proposed initial daytime staffing model. Long-term planning may evaluate:

- Sleeping quarters if expanded staffing occurs
- Expanded training or storage space
- Modernization upgrades

9.3 Monitor Station

Location

Located in the Monitor community area.

Functions

- Primary response station for northern and eastern district territory
- Houses engine and tender apparatus
- Volunteer response-based station

Condition

- Functional and operational
- Limited administrative infrastructure
- Supports rural coverage effectively

Capacity Considerations

With consolidation, this station remains essential for rural coverage. No relocation is currently proposed. Capital improvements may include:

- Minor modernization
- Equipment storage upgrades
- Facility hardening as needed
- Facility upgrades to support resident volunteers

9.4 Yoder Substation

Location

Provides coverage to northern and eastern rural territory.

Condition

- Undergoing seismic retrofit improvements
- Structurally maintained

Role

- Volunteer-supported station
- Enhances travel time performance in rural zones

Continued investment ensures coverage reliability in geographically dispersed areas.

9.5 Geographic Coverage and Travel Time

The three-station model provides distributed coverage across:

- Urban core (Mt. Angel)
- Rural residential areas
- Agricultural zones

- Highway corridors

Consolidation supports a districtwide deployment strategy rather than a boundary-limited response model. Closest-unit dispatch enhances travel time efficiency.

No station closures are proposed.

9.6 Facility Adequacy for Consolidated Model

The current station footprint is adequate to support:

- Phase 1 staffing implementation
- Volunteer-based 24/7 coverage
- Apparatus housing needs
- Training operations

No new major construction projects are planned in the initial five-year forecast.

9.7 Long-Term Facility Planning Considerations

Over a 10- to 20-year horizon, the district may evaluate:

- Facility modernization needs
- Sleeping quarters for expanded staffing
- Apparatus bay expansion
- Energy efficiency improvements
- Security upgrades

These considerations will be addressed in the 20-year Capital Improvement Plan section.

9.8 Financial Impact of Facility Strategy

Maintaining and utilizing existing stations:

- Eliminates immediate capital construction costs
- Preserves community presence in each area
- Maximizes return on prior infrastructure investment
- Supports geographic equity in service delivery

Consolidation does not require new facility construction.

9.9 Summary

The existing three-station model provides effective geographic coverage for the proposed consolidated district. Facilities are functional and capable of supporting the phased staffing model without major new capital expenditure.

10. APPARATUS AND EQUIPMENT INVENTORY

This section provides a consolidated inventory of frontline and support apparatus currently operated by Mt. Angel Fire District and Monitor Rural Fire Protection District. It evaluates fleet age, operational condition, and long-term replacement planning considerations.

Apparatus replacement represents the single largest capital exposure facing rural fire districts. Modern Type 1 fire engines now exceed $1,000,000 per unit, with build times often exceeding 24–36 months.

10.1 Structural Engines (Type 1)

Current Inventory: See Appendix C.

Operational Assessment:

Current front line engines remain functional and operational. However:

- The 2008 unit is approaching 20 years of service.
- The 2009 units are mid-life and entering higher maintenance phases.
- The two 2012 units remain within reasonable lifecycle range.

Industry Benchmark: NFPA and industry best practices typically assume 20-year frontline service life (10–15 years frontline, 5–10 years reserve).

10.2 Wildland / WUI Apparatus

Inventory: See Appendix C.

These units support:

- Grass fires
- Agricultural fires
- Initial attack in WUI areas
- Off-road responses
- Conflagration deployment

The 2006 units are approaching lifecycle replacement within 5–8 years.

10.3 Water Tenders

Inventory: See Appendix C.

Water supply is critical in rural portions of the district lacking hydrants.

The 1999 tender is beyond typical 25-year apparatus planning horizon and should be considered for replacement planning within 5–7 years.

The 2019 and 2023 tenders provide strong rural water capacity and represent relatively new capital assets.

10.4 Rescue and Support Vehicles

Rescue Units: See Appendix C.

The 1996 rescue unit is beyond normal lifecycle and represents a long-term replacement priority. Operational efficiency shifts include phasing out these vehicles as type 1 engines are able to fill those requirements.

Command Vehicles: See Appendix C.

Command fleet is generally serviceable.

Support Units: See Appendix C.

Several support vehicles are aging and may require phased replacement planning.

10.5 SCBA and Turnout Gear

Structural firefighting protective equipment must follow replacement cycles:

- Turnout gear: 10-year lifecycle per NFPA guidance
- SCBA: Typically, 15 years depending on manufacturer support

The district is currently pursuing Assistance to Firefighters Grant (AFG) funding for turnout gear replacement, with SCBA replacement anticipated in subsequent funding cycles.

Structured reserve planning reduces dependence on grant uncertainty.

10.6 Communications and Radios

Modern fireground safety depends on:

- Reliable portable radios
- Mobile apparatus radios
- Interoperable communications

Radio systems require long-term capital planning and eventual replacement aligned with countywide system upgrades. Marion County Public works is launching a countywide emergency service grade radio program that both police and rire agencies plan to migrate to in November, 2026.

10.7 Apparatus Replacement Risk Exposure

Major fleet replacements projected within 10 years include:

- 2 Type 1 Engines
- 1 Type 3 Wildland Engine
- Replacement of 1999 tender

Estimated capital exposure for these replacements could exceed:

$3.5–5.0 million over a 10- to 15-year horizon

Without structured reserves, such costs would likely require bond measures or emergency levies.

10.8 Consolidation Impact on Fleet Management

A consolidated district improves fleet management by:

- Establishing unified capital replacement schedule
- Building consistent annual apparatus reserve contributions
- Eliminating duplicative fleet redundancy
- Allowing fleet standardization
- Increasing purchasing leverage

Annual projected surplus under the consolidated financial model provides the ability to dedicate approximately >$350,000 annually toward capital reserve without reducing operational stability.

10.9 Apparatus Lifecycle Summary Table

Apparatus Type	Units	Replacement Priority
Type 1 Engines	4	2030–2035
Wildland Engines	3	2028–2033
Water Tenders	3	2027–2035
Rescue Units	2	2026–2032
Command/Support	Multiple	Ongoing phased replacement

10.10 Summary

The consolidated fleet is functional but entering a period of significant capital exposure. Over the next decade, multiple major apparatus replacements will be required.

Consolidation provides the financial scale and reserve-building capacity necessary to manage these costs responsibly without reliance on emergency borrowing.

11. FINANCIAL BASELINE ANALYSIS

This section establishes the current financial condition of Mt. Angel Fire District and Monitor Rural Fire Protection District. The purpose is to evaluate revenue stability, expenditure patterns, reserve capacity, and structural vulnerabilities prior to consolidation.

11.1 Revenue Structure Overview

Both districts rely primarily on property tax revenue derived from their voter-approved permanent tax rates. Secondary revenues include conflagration reimbursements, grants, interest income, and miscellaneous fees.

11.2 Mt. Angel Fire District Financial Baseline

Permanent Tax Rate

$1.0146 per $1,000 assessed value

Revenue Characteristics

- Stable permanent rate
- No local option levy currently in place
- Predictable property tax revenue stream
- Supplemented by volunteer response to wildfire mobilization reimbursements

Expenditure Characteristics

Primary cost centers include:

- Personnel (career staff, benefits)
- Volunteer program support
- Insurance and dispatch
- Training
- Fuel and maintenance
- Equipment replacement

Financial Observations

- Mt. Angel maintains stronger permanent rate stability than Monitor.
- Personnel costs represent the largest budget category.
- Capital replacement exposure exists but can be managed with structured reserve planning.

11.3 Monitor Rural Fire Protection District Financial Baseline

Permanent Tax Rate

$0.53 per $1,000 assessed value

Local Option Levy

$0.50 per $1,000 assessed value
(Expires 2027)

Effective Current Rate

$1.03 per $1,000 assessed value

Revenue Characteristics

Monitor's operational capacity currently depends significantly on the local option levy. Without renewal, the district's permanent revenue would decrease by nearly 50%.

Financial Risk

If the levy expires without replacement:

- Revenue reduction would materially impact operations.
- Apparatus replacement planning would be severely constrained.
- Staffing IGA would be financially infeasible.

Monitor's current financial model is structurally dependent on temporary voter approval.

11.4 Combined Assessed Value

Combined 2026 Assessed Value (AV): **$899,297,575**

Assessed value growth assumption used in modeling: **2% annually conservatively**

Assessed value forms the basis for projected revenue modeling under a consolidated permanent rate.

11.5 Current Combined Budget Baseline

Estimated Consolidated Operating Requirement: **$1,363,564 Year 1**

Breakdown:

Personnel Services – $652,518

- Fire Chief
- 3 Full-Time Firefighters
- Administrative staff
- Volunteer support
- Benefits and PERS

Materials & Services – $361,046

- Dispatch
- Insurance
- Training
- Utilities
- Fuel and maintenance

Capital Outlay – $300,000

- Apparatus reserve contributions

Contingency – $50,000

11.6 Financial Strengths

1. Mt. Angel Fire District has a stable permanent rate structure.
2. Combined assessed value base provides strong tax foundation.
3. Current budgets are conservative relative to projected consolidated revenue.
4. No major outstanding long-term debt reported.

11.7 Financial Vulnerabilities

1. Monitor Rural Fire Protection District levy expiration risk (2027).
2. Rising apparatus replacement costs.
3. Increasing personnel cost inflation (PERS, healthcare).
4. Limited capital reserves under separate structures.
5. Potential exposure to Measure 5 compression (to be analyzed).

11.8 Structural Comparison: Separate vs Consolidated

Factor	Separate Districts	Consolidated District
Revenue stability	Uneven	Unified permanent rate
Levy dependence	Monitor dependent	Eliminated

Factor	Separate Districts	Consolidated District
Capital planning	Independent, limited scale	Unified, scalable
Staffing flexibility	Restricted	Districtwide deployment
Administrative overlap	Duplicate governance	Unified board

11.9 Financial Conclusion

Maintaining two independent districts creates:

- Revenue disparity
- Uneven staffing capacity
- Fragmented capital planning
- Levy dependency risk

Consolidation under a unified permanent rate of $1.97 per $1,000 assessed value:

- Stabilizes long-term funding
- Eliminates Monitor Rural Fire Protection District's levy risk
- Supports structured capital reserve growth
- Enables phased staffing expansion

12. REVENUE MODELING

12.1 Proposed Permanent Tax Rate

The proposed permanent tax rate for the consolidated district is:

$1.97 per $1,000 of Assessed Value (AV)

This rate replaces:

- Mt. Angel Fire District permanent rate: $1.0146
- Monitor Rural Fire Protection District permanent rate: $0.53
- Monitor Rural Fire Protection District local option levy: $0.50 (expiring 2027)

The consolidated rate will provide stable, permanent funding without requiring periodic levy renewals.

12.2 Revenue Projection – Year 1

Combined 2027 Assessed Value (AV): **$917,283,527**

Revenue Calculation:

917,283,527 ÷ 1,000 x 1.97 = $1,807,049 (approx.)

Projected Year 1 Revenue: $1,807,049

12.3 Five-Year Revenue Projection

Assumes conservative 2% annual AV growth.

Year	Projected AV	Projected Revenue
2027	$917,283,526	$1,807,048
2028	$935,629,197	$1,843,189
2029	$954,341,781	$1,880,053
2030	$973,428,616	$1,917,654
2031	$992,897,188	$1,956,007

Five-Year Revenue Growth:

Annual revenue increases from $1.8 million to approximately $1.95 million, representing an increase of approximately $148,959 by Year 5.

12.4 Projected Surplus Under Consolidation

Estimated Annual Operating Budget: **$1,363,564 (Year 1)**
(Includes a $300,000 capital outlay allocation and $50,000 contingency.)

Projected Year 1 Surplus: **$443,484 (Minimum)**

Five-Year Cumulative Surplus: Approximately $2,202,580

Because the operating budget includes a $300,000 annual capital outlay allocation reserved for potential apparatus or equipment purchases, any unspent portion of this amount may carry forward into reserves. If the capital outlay allocation were not utilized in a given year, the district could retain an additional $300,000 annually, or approximately $1.5 million over five years, resulting in a potential total reserve growth approaching $3.5 million.

*These projections assume conservative annual cost increases of **4% for personnel** and **3% for materials and services**, while revenue growth is based on an estimated **2% annual increase in assessed value to truly stress test our estimates**.*

This surplus allows:

- Apparatus reserve contributions
- SCBA and turnout replacement
- Operating reserve stabilization
- Phased staffing growth

12.5 Homeowner Tax Impact Analysis

Mt. Angel Fire District Property Owners

Current Rate: $1.0146
Proposed Rate: $1.97

Increase: $0.9554 per $1,000 AV

Example: $250,000 Assessed Value

250 x 0.9554 = 238.85

Annual Increase: **$238.85**
Monthly Increase: **~$20**

Monitor Rural Fire Protection District Property Owners

Current Effective Rate: $1.03
Proposed Rate: $1.97

Increase: $0.94 per $1,000 AV

Example: $250,000 AV

250 x .94 = 235.00

Annual Increase: **$235**
Monthly Increase: **~$20**

12.6 Assessed Value vs Real Market Value

Oregon property taxes are calculated on Assessed Value (AV), not Real Market Value (RMV).

Due to Measure 50 limitations:

- AV typically grows at 3% or less annually
- AV is often 45–50% of RMV

This reduces the effective dollar impact compared to what homeowners might assume based on market value.

Example:

If a home has:

- Real Market Value: $500,000
- Assessed Value: $250,000

Tax impact is based only on $250,000.

12.7 Measure 5 Compression Considerations

Oregon Constitution limits total property tax rates:

- $5 per $1,000 AV for education
- $10 per $1,000 AV for general government

Fire districts fall under the $10 category.

Preliminary review indicates:

- Minimal compression exposure expected
- Further county-level verification recommended

If compression exists, it would slightly reduce collected revenue below projected gross totals.

12.8 Sensitivity Analysis

If AV Growth Slows to 1%

Revenue growth reduces modestly but remains above baseline budget.

If AV Growth Increases to 3%

Additional revenue strengthens surplus and capital reserve acceleration.

The model remains sustainable under conservative assumptions.

12.9 Structural Advantage of Permanent Rate

Consolidation eliminates:

- Levy renewal cycles
- Eliminate Future equipment bond and interest
- Election risk for operational funding
- Structural revenue uncertainty

Provides:

- Predictable multi-year budgeting
- Stable capital planning

12.10 Revenue Modeling Conclusion

Under the proposed $1.97 permanent rate:

- The district is financially sustainable
- Staffing expansion is supportable
- Apparatus reserve funding is achievable
- Levy dependency risk is eliminated
- Taxpayer impact remains moderate and predictable

13. FIVE-YEAR FINANCIAL FORECAST

This section integrates projected revenue, operating expenses, staffing costs, and capital reserve contributions into a structured five-year financial model for the proposed Mt. Angel–Monitor Fire District.

The forecast is based on:

- Permanent tax rate: **$1.97 per $1,000 AV**
- Beginning Assessed Value: **$917,283,527**
- AV growth assumption: **2% annually** (conservative)
- Baseline operating budget: **$1,363,564**
- Personnel inflation assumption: **4% annually**
- Materials & services inflation assumption: **3% annually**

13.1 Year-1 Baseline (Formation Year – 2027)

Projected Revenue: $1,807,048.55
Projected Operating Budget: $1,363,564

Year-1 Surplus: $793,484

This surplus is critical for establishing capital reserves and strengthening long-term sustainability.

13.2 Five-Year Revenue vs Expense Projection

Revenue Projection (2% AV Growth)

Year	Projected Revenue
2027	$1,807,048
2028	$1,843,189
2029	$1,880,053
2030	$1,917,654
2031	$1,956,007

Expense Projection (Inflation Adjusted)

Starting baseline: $1,363,564

Year	Projected Expenses
2027	$1,363,564
2028	$1,400,496
2029	$1,438,797
2030	$1,478,518
2031	$1,519,714

(Expenses increase primarily due to personnel cost growth and materials inflation.)

13.3 Projected Annual Surplus

Year	Surplus
2027	$443,485
2028	$442,693
2029	$441,255
2030	$439,135
2031	$436,292

Five-Year Cumulative Surplus: Approximately $2.2–3.9 Million
(Conservative expense growth modeled.)

Even with inflation adjustments, the district remains structurally solvent.

13.4 Surplus Allocation Strategy

The financial strategy prioritizes:

1. Capital apparatus reserve
2. SCBA and turnout replacement reserve
3. Operating reserve stabilization
4. Staffing expansion evaluation

13.5 Operating Reserve Policy

Best practice for rural fire districts recommends maintaining:

20–25% of annual operating budget

Target operating reserve: Approximately $275,000–$350,000 minimum

By Year 3–4, this level is achievable without reducing capital contributions.

13.6 Staffing Expansion Sustainability

Under current modeling:

- Phase 1 staffing (3 daytime firefighters) is fully sustainable.
- Phase 2 expansion to 7-day daytime staffing remains sustainable within projected growth.
- Long-term 4-person engine staffing requires evaluation but is potentially achievable once capital reserves stabilize.

Expansion should occur only after reserve benchmarks are achieved.

13.7 Capital Sustainability Outlook

Over five years, projected capital reserve contributions are expected to total approximately $2.1 million at a minimum, and could reasonably exceed $4.7 million depending on annual budget carryover, capital spending decisions and the extent to which the $300,000 annual capital outlay allocation is utilized.

This level of reserve growth positions the district to:

- Replace three Type 1 engines without bonding
- Purchase a Type 3 engine
- Replace the 1999 apparatus currently approaching the end of its service life
- Fund SCBA replacement cycles
- Maintain stable capital planning and avoid emergency levy measures

13.8 Conclusion

The proposed consolidated district is financially viable, inflation-resistant, and capable of funding both operational improvements and long-term capital needs within five years of formation.

14. TWENTY-YEAR CAPITAL IMPROVEMENT PLAN

This section outlines the long-term capital replacement strategy for apparatus, major equipment, facilities, and infrastructure over a 20-year planning horizon. The purpose is to ensure predictable lifecycle replacement without reliance on future bond measures or emergency levies.

Capital planning is based on:

- Current fleet age and condition
- Industry-standard lifecycle assumptions
- Estimated apparatus cost inflation (6–8% annually historically)
- Projected annual reserve contributions of approximately $400,000

14.1 Capital Planning Philosophy

The consolidated district will adopt a **"reserves-first" capital strategy**, prioritizing:

1. Annual dedicated apparatus reserve contributions
2. Structured equipment replacement cycles
3. Lifecycle-based replacement scheduling
4. Avoidance of debt whenever possible

This model provides long-term fiscal discipline and protects taxpayers from large, unpredictable funding requests.

14.2 Apparatus Lifecycle Assumptions

See, Appendix C.

14.3 SCBA and Turnout Gear Replacement

Turnout Gear

- 10-year replacement cycle
- Estimated cost: $3,500–4,500 per firefighter

For 60 members, full replacement cycle:
Approximately $240,000–300,000 per 10 years

SCBA

- 15-year replacement cycle
- Estimated cost: $8,000–10,000 per pack

Full fleet replacement estimate: $500,000–700,000 depending on configuration

Structured reserve contributions eliminate the need for emergency funding.

14.4 Radio and Communications

Portable and mobile radios must align with county system upgrades.

Estimated lifecycle: 10–15 years

Estimated full fleet replacement exposure: $250,000–400,000

14.5 Debt Avoidance Strategy

The district's financial model is structured to:

- Avoid large bond measures
- Avoid emergency levy requests
- Maintain stable permanent tax rate
- Build equipment lifecycle funding internally

Bonding remains available as a tool but is not projected as necessary under current modeling.

14.6 Fleet Standardization

Consolidation allows:

- Standardized engine specifications
- Reduced parts inventory
- Shared maintenance protocols
- Improved operational consistency

Standardization lowers long-term maintenance costs.

14.7 Facility Capital Planning

No immediate new station construction is planned.

Future considerations (10–20 years):

- Modernization upgrades

- Energy efficiency improvements
- Potential sleeping quarters buildout
- Apparatus bay expansion if fleet grows

Facility projects will be evaluated separately from apparatus replacement.

14.8 Long-Term Capital Sustainability Conclusion

The 20-year capital outlook demonstrates:

- Apparatus replacement exposure is significant but manageable
- Annual reserve contributions provide sufficient funding stability
- Consolidation creates financial scale necessary for predictable lifecycle replacement
- Long-term financial planning avoids abrupt taxpayer impact

15. ALTERNATIVES CONSIDERED

This section evaluates reasonable alternatives to full consolidation and explains why formation of the Mt. Angel–Monitor Fire District is recommended as the most sustainable long-term solution.

The Boards considered multiple structural options before recommending consolidation.

15.1 Alternative 1 – Maintain Status Quo (Separate Districts)

Under this Option:

- Mt. Angel Fire District and Monitor Rural Fire Protection District remain independent
- Each district maintains its own board, tax structure, and capital planning
- Monitor renews its local option levy in 2027

Advantages:

- No structural change
- No new district formation process
- Maintains historic governance boundaries

Disadvantages:

- Continued daytime staffing vulnerability
- Uneven revenue capacity between districts
- Ongoing levy renewal election risk for Monitor
- Duplicate administrative governance
- Fragmented capital planning
- Limited ability to scale staffing

Conclusion:

Maintaining separate districts does not resolve structural staffing and long-term capital challenges.

15.2 Alternative 2 – Levy Renewal Only (Monitor)

Under this Option:

- Monitor renews its $0.50 levy in 2027
- Mt. Angel maintains its current permanent rate
- Informal cooperation continues

Advantages:

- Short-term revenue stability for Monitor
- Avoids consolidation vote

Disadvantages:

- Levy remains temporary and subject to voter renewal
- Does not address unified staffing model
- Does not eliminate governance duplication
- Does not create long-term capital stability
- Staffing improvements remain limited

Conclusion:

Levy renewal partially addresses Monitor revenue but not structural operational challenges.

15.3 Alternative 3 – Contract-for-Service Model

Under this Structure:

- One district contracts with the other for staffing services
- Governance remains separate
- Tax bases remain separate

Advantages:

- Partial operational cooperation
- No full consolidation required

Disadvantages:

- Complex intergovernmental financial arrangements

- Continued dual governance
- Ongoing inequities in tax base
- Long-term capital planning remains fragmented
- Contract renegotiation risk

Conclusion:

Contracting improves cooperation but does not eliminate structural duplication or long-term revenue disparity.

15.4 Alternative 4 – Full Consolidation (Recommended Option)

Under this Structure:

- Formation of a new unified district
- Single permanent tax rate
- Unified governance
- Districtwide staffing deployment
- Integrated capital planning

Advantages:

- Eliminates levy dependency
- Stabilizes long-term funding
- Strengthens staffing reliability
- Enhances capital reserve growth
- Improves administrative efficiency
- Creates scalable service model

Considerations:

- Requires voter approval
- Requires transition planning
- Requires unified policy adoption

Conclusion:

Full consolidation provides the strongest long-term operational and financial stability.

15.5 Comparative Summary

Factor	Status Quo	Levy Renewal	Contract Model	Consolidation
Revenue Stability	Uneven	Temporary	Uneven	Permanent
Staffing Reliability	Limited	Limited	Moderate	Strong
Levy/ Bond Risk	Yes	Yes	Yes	No

Factor	Status Quo	Levy Renewal	Contract Model	Consolidation
Governance Duplication	Yes	Yes	Yes	No
Capital Planning	Fragmented	Fragmented	Fragmented	Unified
Long-Term Sustainability	Moderate Risk	Moderate Risk	Moderate Risk	Strong

15.6 Rationale for Recommendation

The evaluation demonstrates that consolidation:

- Addresses both financial and operational vulnerabilities
- Eliminates reliance on temporary funding mechanisms
- Provides unified governance and accountability
- Strengthens firefighter safety and staffing reliability
- Enhances long-term capital planning capacity

While consolidation requires careful planning and public approval, it represents the most responsible long-term solution for both communities.

16. GOVERNANCE STRUCTURE

This section outlines the proposed governance framework for the Mt. Angel–Monitor Fire District following voter approval and formation. The governance model is designed to ensure transparency, accountability, fiscal responsibility, and long-term stability.

16.1 Legal Organization

The consolidated district will operate as a Rural Fire Protection District under **ORS Chapter 478** and applicable provisions of **ORS Chapter 198**.

The district will function as an independent special district with full authority to:

- Levy property taxes up to the approved permanent rate
- Adopt and manage an annual budget
- Enter into contracts and intergovernmental agreements
- Acquire and manage real property and equipment
- Employ personnel
- Establish district policies and procedures

16.2 Governing Board Composition

The proposed governance structure includes:

- Five-member Board of Directors
- Elected at-large within the consolidated district boundary

- Four-year staggered terms

At-large elections promote unified districtwide representation rather than geographic division.

Initial board member appointments and term staggering will follow statutory formation procedures to ensure continuity of governance.

16.3 Board Responsibilities

The Board of Directors will serve as the policy-making body of the district and will be responsible for:

- Adopting the annual budget
- Setting the annual tax levy (within the permanent rate authority)
- Establishing financial and reserve policies
- Approving capital expenditures
- Hiring, evaluating, and supervising the Fire Chief
- Adopting district policies and standard operating guidelines
- Ensuring compliance with Oregon Public Meetings Law and Ethics statutes

The Board will not engage in day-to-day operational command functions.

16.4 Administrative Oversight

The Fire Chief will serve as the administrative and operational head of the district and will be accountable to the Board of Directors.

Responsibilities of the Fire Chief include:

- Operational command and service delivery
- Personnel supervision
- Budget preparation and financial oversight
- Strategic planning
- Capital improvement planning
- Volunteer program leadership
- Regulatory compliance

Initially, the current half-time Fire Chief position will be retained. Transition to full-time Chief status may occur as operational demands increase.

16.5 Policy and Financial Controls

The consolidated district will adopt formal policies including:

- Reserve policy (operating and capital reserves)
- Procurement policy

- Personnel policy
- Ethics policy
- Capital replacement policy
- Risk management policy

Financial safeguards include:

- Annual independent audit
- Public budget process under ORS 294
- Public meeting transparency
- Internal controls and segregation of duties

16.6 Public Accountability

As a public special district, the consolidated district will remain subject to:

- Oregon Public Meetings Law
- Oregon Public Records Law
- State ethics requirements
- Annual budget hearings
- Voter oversight through elected board positions

Public transparency remains central to district governance.

16.7 Advisory Committees (Optional Consideration)

The Board may establish advisory committees to support:

- Capital planning
- Volunteer recruitment and retention
- Community outreach
- Strategic planning

Such committees serve in advisory capacity only and do not hold policy authority.

16.8 Governance Benefits of Consolidation

Consolidation improves governance by:

- Eliminating duplicated boards
- Reducing administrative redundancy
- Creating a single-policy framework
- Strengthening long-term planning consistency
- Aligning fiscal and operational authority under one structure

Unified governance enhances clarity for residents, employees, and partner agencies.

16.9 Governance Summary

The proposed five-member elected board model provides:

- Stable leadership
- Transparent financial oversight
- Clear administrative accountability
- Unified district representation

17. TRANSITION PLAN

This section outlines the structured process for transitioning from two independent districts to a single consolidated Mt. Angel–Monitor Fire District. The objective of the transition plan is to ensure uninterrupted emergency service delivery, legal compliance, financial continuity, and operational stability.

17.1 Proposed Timeline

Target Ballot Date: November 2026 General Election
Target Formation Date: January 1, 2027

The transition timeline includes the following phases:

Phase 1 – Pre-Ballot (2026)

- Board resolutions supporting feasibility study
- Public outreach and community education
- Legal review of formation pathway
- Boundary confirmation
- Financial validation
- County coordination

Phase 2 – Ballot Approval (November 2026)

- Voter approval of formation and permanent tax rate
- Certification of election results

Phase 3 – Organizational Transition (November–December 2026)

- Formal asset and liability transfer documentation
- Board elections
- Policy harmonization
- Budget adoption for new district
- Banking and accounting system transition

Phase 4 – Operational Launch (January 1, 2027)

- Official formation of Mt. Angel–Monitor Fire District
- Activation of unified tax structure
- Unified administrative and operational structure

17.2 Governance Transition

Upon voter approval:

- The newly formed district becomes the governing entity
- Existing district boards dissolve in accordance with ORS procedures
- Initial governing board assumes policy authority
- Board terms are staggered for continuity

The Mt Angel Fire Chief remains in position to provide operational continuity.

17.3 Asset Transfer

All assets from both districts will transfer to the consolidated district, including:

- Real property (stations and land)
- Apparatus and equipment
- Reserve accounts
- Capital accounts
- Inventory and supplies

A comprehensive asset inventory will be completed prior to effective date.

No asset liquidation is anticipated.

17.4 Liability and Obligation Transfer

All lawful obligations transfer to the consolidated district, including:

- Vendor contracts
- Service agreements
- Insurance policies
- Equipment leases (if applicable)

No known long-term debt obligations have been identified; verification will occur prior to formation.

17.5 Personnel Transition

All current employees and volunteers will transition to the consolidated district without interruption of service.

Transition considerations include:

- Payroll system integration
- Benefits continuation
- PERS reporting
- Workers' compensation coverage
- Volunteer coverage and liability insurance

No layoffs or workforce reductions are anticipated as part of consolidation.

17.6 Financial System Consolidation

Prior to formation:

- Bank accounts will be reconciled
- Budget structures unified
- Chart of accounts standardized
- Reserve accounts established under new district

An independent audit may be conducted during transition year to ensure transparency.

17.7 Policy Harmonization

The consolidated Board will adopt unified:

- Personnel policies
- Standard Operating Guidelines
- Financial policies
- Capital replacement policies
- Safety and compliance policies

Existing policies from both districts will be reviewed and integrated where appropriate.

17.8 Operational Continuity

Emergency response will continue uninterrupted during transition.

Key continuity measures:

- Dispatch configuration remains unchanged
- Apparatus assignments remain operational
- Mutual aid agreements remain in effect
- No change to station locations

The public should experience no disruption in emergency services.

17.9 Communication Strategy

Transition success depends on transparent communication.

Key stakeholders include:

- Residents and taxpayers
- Volunteers and employees
- County officials
- Mutual aid partners
- Insurance and regulatory agencies

Clear messaging will emphasize:

- Service continuity
- Financial stability
- Improved staffing reliability

17.10 Risk Mitigation During Transition

To minimize transition risk:

- Financial reconciliation completed prior to effective date
- Clear delegation of authority during transition period
- Legal counsel review of formation documents
- Defined leadership continuity plan

The transition is administrative in nature and does not require operational restructuring of stations or apparatus.

17.11 Transition Summary

The consolidation transition can be completed:

- Within statutory framework
- Without service interruption
- Without workforce reduction
- Without new facility construction
- Without new debt issuance

With structured planning and clear communication, transition risk is low.

18. FINDINGS AND CONCLUSIONS

This Feasibility Study evaluated the operational, financial, governance, and capital implications of consolidating Mt. Angel Fire District and Monitor Rural Fire Protection

District into a single rural fire protection district to be known as the Mt. Angel–Monitor Fire District.

The analysis included review of service demand, staffing models, financial baselines, apparatus replacement exposure, statutory authority, governance structure, and long-term sustainability projections.

18.1 Operational Findings

1. Daytime staffing reliability represents the most significant operational vulnerability for both districts, as volunteer availability decreases during weekday business hours.
2. Overall call volume remains stable with gradual growth trends, with emergency medical incidents comprising the majority of responses and driving staffing demand.
3. Structural fire incidents, while less frequent than medical calls, require adequate minimum staffing to ensure firefighter safety, effective incident command, and compliance with operational standards.
4. Volunteer participation remains strong and committed, particularly during evenings and weekends; however, predictable weekday coverage gaps create response variability.
5. A unified staffing model enhances system-wide reliability by allowing coordinated deployment of paid daytime personnel across the entire district, while preserving and strengthening the volunteer-based service model.

Consolidation enables districtwide allocation of daytime staffing resources, improving response consistency, EMS coverage, and structural fire suppression capability throughout the service area.

18.2 Financial Findings

1. The combined assessed value of approximately $917 million provides a diversified and stable tax base across urban and rural properties.
2. A permanent tax rate of $1.97 per $1,000 assessed value is projected to generate approximately $1.8 million annually in the first full year of operation (November 2027).
3. Projected annual operating surpluses allow for structured capital reserve growth, reducing reliance on future bonding.
4. The five-year financial forecast demonstrates sustainability under conservative assessed value growth assumptions.
5. The 20-year capital improvement plan indicates that major apparatus replacements can be funded through disciplined annual reserve contributions rather than debt issuance.
6. The City of Mt. Angel contains a significant proportion of tax-exempt property, including institutional and nonprofit holdings. A unified district structure broadens the funding base across the full service area, improving revenue stability

and reducing structural imbalance associated with concentrated tax-exempt valuation.
7. Monitor's expiring local option levy presents a structural funding risk if consolidation does not occur.

Conclusion:

Consolidation stabilizes revenue, reduces levy dependency, diversifies the tax base, and strengthens long-term financial planning across the entire district.

18.3 Capital Planning Findings

1. Multiple apparatus replacements will be required within the next 10–15 years.
2. Engine replacement costs now exceed $1 million per unit.
3. SCBA and turnout gear replacement cycles require structured reserve funding.
4. Independent districts face greater difficulty building sufficient reserves at scale.

A consolidated district provides the financial capacity necessary to sustain long-term capital replacement without abrupt taxpayer impact.

18.4 Governance Findings

1. A unified five-member board provides clear accountability.
2. Consolidation eliminates duplicated governance structures.
3. Administrative oversight becomes streamlined.
4. Policy adoption and capital planning become unified and consistent.

The governance framework is legally authorized and administratively feasible under ORS Chapters 478 and 198.

18.5 Alternatives Evaluation

Alternatives considered—including maintaining separate districts, renewing Monitor's levy, and contract-for-service arrangements—do not resolve:

- Revenue disparity
- Levy dependency risk
- Fragmented capital planning
- Staffing reliability limitations

Full consolidation provides the most comprehensive and sustainable solution.

18.6 Risk Assessment

The proposed consolidation:

- Does not require new facility construction

- Does not require workforce reduction
- Does not create new debt obligations
- Does not disrupt emergency service continuity

Transition risk is administrative and manageable.

18.7 Overall Conclusion

Based on operational analysis, financial modeling, capital planning evaluation, and statutory review, the formation of the Mt. Angel–Monitor Fire District is:

- Operationally justified
- Financially sustainable
- Legally authorized
- Strategically beneficial
- Structurally sound

Consolidation provides a modern, scalable emergency service model capable of protecting life and property for the residents of Mt. Angel, Monitor, and surrounding rural communities into the future.

18.8 Formal Recommendation

It is the recommendation of this Feasibility Study that:

The Boards of Directors of Mt. Angel Fire District and Monitor Rural Fire Protection District proceed with referral to the voters for formation of the Mt. Angel–Monitor Fire District under a permanent tax rate of $1.97 per $1,000 assessed value, with a proposed effective date of January 1, 2027, and begin collecting tax revenue November 2027.

APPENDIX A

Detailed FY2027 Consolidated Budget

Personnel Services – $652,518

Category	Amount
Fire Chief (0.5 FTE)	$52,000
FICA	$30,218
Group Health Insurance	$75,000
Accident & Disability	$11,700
PERS	$79,000
Office Administrator	$60,000
Volunteer Program	$49,050
Workers Comp	$11,500
3 FTE Firefighters	$210,000
Supplemental Labor	$1,050

Materials & Services – $361,046

Includes:

Dispatch – $72,396
Insurance – $55,000
Financial Management – $37,000
Compliance Standards – $28,600
Vehicle Maintenance – $28,000
Fuel – $20,000
Utilities – $20,000
Training – $17,000
Turnouts – $12,000
Technology – $8,500
Plus administrative, supplies, elections, and operational expenses.

Capital & Contingency

Capital Outlay: $300,000
Contingency: $50,000

Total FY2027 Budget

$1,363,564

APPENDIX B

Assessed Value & Revenue Modeling

Base AV FY2027

$917,283,526.77

Permanent Rate: $1.97

Scenario 1 – 2% Growth

Year	AV	Projected Revenue
FY2027	$917,283,527	$1,807,049
FY2028	$935,629,197	$1,843,190
FY2029	$954,341,781	$1,880,053
FY2030	$973,428,617	$1,917,654
FY2031	$992,897,189	$1,956,007

Five-Year Revenue Increase: $148,959

Scenario 2 – 3% Growth

Year Revenue
FY2027 $1,807,049
FY2031 1,993,970

Five-Year Increase: $186,921

Scenario 3 – 4% Growth

Year Revenue
FY2027 $1,807,049
FY2031 2,072,540

Five-Year Increase: $265,461

APPENDIX C

Apparatus Inventory & Replacement Planning

Year	Acquired	Unit	Description	Price	Funding Source	Replacement Schedule
2022	2022	C451	Ford Pickup Chief Vehicle	$45,747	OSFM Grant	2042
2020	2020	R464	John Deere Gator	$15,000	Donated	2040
2019	2019	B457	Ford F550 Brush T5	$110,000	Conflag Reimb.	2039
2014	2013	E455	Pierce Engine T1	$490,000	2012 Bond	2033
2014	2013	E465	Pierce Engine T1	$490,000	2012 Bond	2033
2012	2012	SQ463	Chevy Squad	$33,016	Budget Savings	2032
2008	2025	E475	KME Engine T1	$400,000	Donated (Salem FD)	To be phased out by current 1st out fleet
2007	2007	R454	Freightliner Rescue	$170,250	District Budget	To be phased out of service
2006	2020	HB458	Intl. Heavy Brush T4	$300,000	Federal Excess Property	2036-2040
2000	1999	T459	Freightliner Tender	$210,000	1998 Bond	2035 TBD
1999	2017	DC461	Ford Pickup	$9,000	Used - Budget	To be evaluated
1996	1996	R983	Ford Light Rescue	$58,000	Budget Savings	To be evaluated
2010	2010	E985	Pierce Engine T1	$297,000	Serial Levy	2030
2011	2011	E995	Pierce Engine T1	$310,00	Serial Levy	2031 to be evaluated
1986	1986	E986	Western States (Converted to a brush truck)	$118,000	Budget Savings	To be phased out by current 1st out fleet
2019	2019	T998	US Tanker Tender	$290,000	Budget Savings	2045
2023	2023	T989	Us Tanker Tender	$310,000	Budget Savings	2043
2006	2024	B987	Ford F450 T6	$185,000	Donated (Ashland FD)	2036
1992	2010	B997	Chevy 3500 T6	$100,000	Donated (FEPP)	To be evaluated
2008	2024	C981	Chevy Tahoe Chief Vehicle	$10,000	Budget Funds	To be evaluated

2004	2006	SQ994	Ford F250 Squad	$15,000	Budget Savings	To be evaluated

Replacement Timeline (Projected)

2029–2035: Replace 2008/2009 Engines
2035–2040: Replace 2012 Engine
2040+: Tender lifecycle replacements

Estimated 20-Year Apparatus Exposure: $8–10 million (inflation-adjusted)

APPENDIX D

Sensitivity & Risk Analysis

Variable 1 – Slower AV Growth (1%)

Revenue growth reduced ~50% from conservative model.
District remains solvent but capital growth slows.

Variable 2 – Higher Personnel Inflation (6%)

Expense growth increases ~2% annually above model.
Operating surplus narrows but remains positive.

Variable 3 – Major Apparatus Purchase Year

Capital reserve allows significant cash contribution.
Bonding may supplement but not fully required.

APPENDIX E

Legal Authority References

ORS 478 – Rural Fire Protection District formation
ORS 198.780–198.955 – Special District consolidation
ORS 310.060 – Tax rate certification
Oregon Constitution Article XI, Section 11b – Measure 5

APPENDIX F

Reserve Policy Framework (Recommended)

Operating Reserve Target

20–25% of operating budget
Target Range: $275,000–$350,000

Apparatus Reserve Policy

Minimum $300,000 annual contribution

Equipment Reserve

Turnout Gear: 10-year cycle
SCBA: 15-year cycle

Capital Planning Standard

Maintain 5-year projected apparatus replacement funding visibility at all times.

City of Mt. Angel

~Inc. April 3, 1893~

5 N Garfield Street • P.O. Box 960 • Mt. Angel, OR 97362
Phone 503-845-9291 • Fax 503-845-6261
www.ci.mt-angel.or.us

CERTIFIED COPY

I, Colby Kemp, City Recorder for the City of Mt. Angel, Marion County, Oregon, do hereby certify that the attached copy of **Resolution No. 1619 A Resolution Authorizing Submission of and Supporting a Petition for Formation of a New Fire District Pursuant to ORS 198.800 for the Formation of Mt. Angel-Monitor Rural Fire Protection District** is a full and true copy of the original document which is currently on file at Mt. Angel City Hall, 5 N. Garfield St, Mt. Angel, Oregon.

Witness my hand this 3rd day of March, 2026.

Colby Kemp
City Recorder
ckemp@mtangel.gov

CITY OF MT. ANGEL
RESOLUTION NO. 1619

A RESOLUTION AUTHORIZING SUBMISSION OF AND SUPPORTING A PETITION FOR FORMATION OF A NEW FIRE DISTRICT PURSUANT TO ORS 198.800 FOR THE FORMATION OF MT. ANGEL-MONITOR RURAL FIRE PROTECTION DISTRICT

WHEREAS, the Mt. Angel and Monitor Fire Districts (the "Existing Districts") have a contractual and coordinated operations system to provide efficient and effective fire protection and emergency services within their respective municipal and rural fire area/district; and

WHEREAS, the Existing Districts desire to consolidate their operations and governing structures by the dissolution of the Existing Districts and the formation of a new fire district to be known as the Mt. Angel-Monitor Rural Fire Protection District ("New District"); and

WHEREAS, the Boards of the Existing Districts intend to initiate a measure for voter approval of dissolution of the Existing Districts conditioned on simultaneous voter approval of the formation of the New District, including the area of the City Mt. Angel; and

WHEREAS, the Existing Districts, upon formation of the New District, intend to convey all Fire District property, vehicles, equipment, supplies, fire department liabilities, and Volunteer payroll funds to the New District; and

WHEREAS, subject to the provisions of ORS 236.605 to 236.640, the Existing Districts intends to transfer employees to the New District; and

WHEREAS, the Petition will be filed in Marion County as the principal county of the New District as defined in ORS 198.705(17); and

WHEREAS, a Petition for Formation must include a certified copy of a resolution of the governing body of the city approving the Petition, pursuant to ORS 198.720(1); and

WHEREAS, after the Petitioners will be required to collect signatures of not less than fifteen percent (15%) of the electors in the proposed New District; and

WHEREAS, the County will certify the signatures, and if sufficient, the Board of Commissioners will provide for an election of the electors of the proposed New District on the question of formation of the proposed district and the adoption of a permanent rate limit for operating taxes for the proposed New District; and

WHEREAS, the attached draft Petition proposes a permanent tax rate for the proposed New District of $1.97 per $1,000 of assessed value; and

WHEREAS, the boundary of the proposed New District is described on the Petition attached hereto as Exhibit A; and

WHEREAS, the attached draft Petition has attached the economic feasibility study required by ORS 198.749 indicating the services to be provided, the need for such services, and a proposed first year and third year operating budget, attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED:

The City Council, hereby approves the attached Draft Petition for Formation of the Mt. Angel-Monitor Rural Fire Protection District to be filed, with formation contingent on successful gathering of signatures to place the same on the ballot, and the approval of electors.

Corrections of typographical errors or minor changes which do not alter the substance of the Petitioner shall not invalidate this approval.

The City Recorder shall provide a certified copy of this Resolution to be attached to the original Petition for filing with Marion County forthwith.

PASSED BY THE CITY COUNCIL this 2nd day of March 2026, by the following vote:

AYES: 7 **NAYS:** ϕ **ABSTAIN:** ϕ **ABSENT:** ϕ

APPROVED BY THE MAYOR this 2nd day of March 2026.

Joseph Pfau, Mayor

ATTESTED BY:

Colby Kemp, Administrative Services Director

Mt. Angel Fire District and Monitor Fire District
Joint Board Meeting
Minutes

Date & Time: 09/16/2025 @ 1800

Called to Order by: President Wiesner at 18:00

Roll Call:

Special Guest: George Dunkel, SDAO

Mt. Angel Fire Board Members:
President, Phil Wiesner
Vice President, Ron Vandeocoevering
Treasurer, Shayne Kleinschmit
Director, Tom Frey
Director, Aaron Bielemeier

Mt. Angel Fire Staff:
Jim Trierweiler, Chief
Kacie Wiesner, Office Admin.
Robert Gendhar, Maintenance FF
Brendan Gendhar, Training Officer

Monitor Fire Board Members:
President, John Vandecoevering
Treasurer, Kirk Metteer
Director, Randy Yoder
Director, Gerhard Greve

Monitor Fire Staff:
William Nightingale, Chief
Paul Iverson, Deputy Chief

Public Comment:

- There was no public comment.

Information Items:
Chief Trierweiler presented the Mt. Angel Fire District and Monitor Fire District board of directors with a PowerPoint reviewing both fire districts.

- Consolidation Update and Timeline
  - The purpose of the joint board meeting is to explore the potential consolidation of Mt. Angel Fire District and Monitor Fire District with the goal of enhancing service delivery, staffing, and long-term sustainability.
  - Chief Trierweiler covered the history of the Mt. Angel Fire District and Monitor Fire District.
  - The current challenges both fire districts are facing are daytime staffing, NFPA 1720, and OSHA Compliance, aging apparatus, financial limitations, inflation that is outpacing impacts of Measure 5 & 50, assessed value vs. real market value, and high percentages of tax-exempt properties.
  - Consolidation Opportunities:
    - Shared resources – Apparatus, facilities, and training.
    - Unified Staffing Model – Expanded pool of volunteers, paid, seasonal, and resident volunteer staff.
    - Financial Strength – Combined tax base supports sustainable operations.

Mt. Angel Fire District and Monitor Fire District
Joint Board Meeting
Minutes

- NFPA 1720 and OSHA
  - The purpose of NFPA 1720 is to establish minimum staffing and response standards for volunteer/combination departments. It applies to rural, suburban, and urban volunteer operations. NFPA 1720 ensures reliable, timely, and effective emergency response for communities.
  - NFPA standards are not federal law, but they are widely recognized as the industry standard of care. If a district disregards 1720:
    - Legal and liability risks- In the event of a firefighter injury or civilian death, failure to follow NFPA standards can be cited in lawsuits as negligence.
    - ISO Ratings – Insurance Services Office may score the district lower, leading to higher insurance premiums for property owners.
    - Grant Eligibility – Many federal and state grant programs reference NFPA standards. Non-compliance may weaken applications.
    - Reputation and Public Trust – Boards and taxpayers may lose confidence if standards aren't addressed.
    - OSHA and State Safety Agencies – While OSHA doesn't mandate NFPA 1720 specifically, they often reference NFPA standards when investigating unsafe practices.
- Measures 5 & 50
  - MAFD permanent rate - $1.0134 per $1,000 AV. MAFD RMV = $1,178,305,493. MAFD assessed value = $515,244,657 (about 43% of RMV). MAFD total tax distribution - $524,869.22
  - MOFD permanent rate - $0.53 per $1,000 AV. MOFD additional levy - $0.50 per $1,000.00 (expires soon). MOFD assessed value = $353,932,056. MOFD total tax for distribution = $365,344.
  - Proposed unified rate - $1.75-$2.00, but this is dependent on what a consolidated budget would require.
  - Outcome – stronger financial base between $1,521,059.25 and $1,738,353.43.
- Financial Projections (20 years)
  - Inflationary pressure increases the cost of apparatus and PPE significantly, generally 5-7% annually.
  - At $1.75-$2.00 per $1,000 AV, the district would keep a stronger pace with current and projected inflation.
  - Without consolidation, the funding gap widens over time.
  - Tax law restrictions (Measure 5 & 50) limit revenue growth despite rising service demands.
- Nationwide decline of volunteer firefighters
  - From 1984 to 2020, we've seen a 25% decline in volunteers.
  - Volunteers still make up approximately 65% of firefighters nationwide.
  - Calls for service have tripled over the last 35 years, creating a higher demand.

- Reasons for this decline: greater training requirements, time commitments, aging volunteer base, economic pressure, expanded services, burnout, working families, and increased safety and health risks.

- Apparatus and PPE
  - Apparatus costs are soaring; Engines now exceed $1 million; ladder trucks can reach $2 million. The delivery times have stretched from 1 year to now 3-4 years. Inflation of materials, labor shortages, supply chain delays, and manufacturer consolidation are all driving factors of these cost increases.
  - Turnout gear costs have risen 35-40% (2018-2023).
  - SCBA unit costs have increased 32% in the same period.
  - A full PPE set with SCBA now exceeds $16,000 per firefighter.
  - Smaller/rural departments struggle most with outdated gear and insufficient SCBA units.
- Board Discussion Points
  - Governance Model: Single District vs Annexation
  - Naming and Identity of the new district
  - Community engagement and transparency
  - Transition Planning: staffing, assets, debt, and policies
  - Addressing financial challenges from Measures 5 & 50 and tax exemptions

Chief Trierweiler presented the boards with a tax rate comparison chart showing where Mt. Angel and Monitor fire districts fall amongst fire districts in Marion and Clackamas Counties.

- Next Steps
  - Joint work sessions between both boards.
  - Community outreach and education
  - Financial modeling and legal framework
  - Decision timeline: establish a path forward
- Timeline with Committee: George Dunkel, SDAO
  - Legal description of what the district will look like.
  - Engage a public entity attorney to make sure the steps are done correctly.
  - To determine the tax rate, focus on the level of service the community is asking for. What will give the community the best level of service for their dollar?
  - Two resolutions-resolving to present to the County Commissioners. (George Dunkel will send over a template of the resolution)
    - Projected budget and projected rate.
  - The board of directors asked if putting this consolidation on the May ballot is a realistic achievement. George Dunkel answered yes. Chief Trierweiler has reached out to the county clerk, and all documents will be due by February 22nd.

Action Items:

- Ratify Consolidation Workgroup, authorize drafting of resolutions, IGA updates, and ballot preparation.

Mt. Angel Fire District and Monitor Fire District
Joint Board Meeting
Minutes

- President Wiesner presented to the Mt. Angel Fire District Board: "I move that the Board of Directors of Mt. Angel Fire District and Monitor Fire District formally acknowledge and ratify the previously designated representatives from each district as the Joint Consolidation Workgroup. This workgroup is charged with continuing to meet, develop recommendations, and report progress to both boards regarding the consolidation process and authorize drafting of resolutions, IGA updates, and ballot preparation." Director Bielemeier made a motion to approve, Director Frey seconded the motion, the motion passed unanimously.
- President Vandecoevering presented to the Monitor Fire District Board: "I move that the Board of Directors of Mt. Angel Fire District and Monitor Fire District formally acknowledge and ratify the previously designated representatives from each district as the Joint Consolidation Workgroup. This workgroup is charged with continuing to meet, develop recommendations, and report progress to both boards regarding the consolidation process and authorize drafting of resolutions, IGA updates, and ballot preparation." Director Greve made a motion to approve, Treasurer Metteer seconded the motion, the motion passed unanimously.

Adjournment: Meeting adjourned by President Wiesner at 19:13

Adjournment: 19:13

Recorded By Kacie Wiesner

Board President or Secretary

Mt. Angel Fire District
300 Monroe St. Mt Angel OR. 97362
Board Meeting
Minutes

Date & Time: 08/12/2025 at 19:00

Called to Order by: President Wiesner at 19:00

Roll Call:
Board Members:
President, Phil Wiesner
Treasurer, Shayne Kleinschmit
Director, Ron Vandecoevering
Director, Aaron Bielemeier

Staff:
Jim Trierweiler, Chief
Brice Hauth, Division Chief
Robert Gendhar, Maintenance FF
Brendan Gendhar, Training Officer

The board agenda was amended to move "Swear in Directors" and "Election of Officers" to the beginning of the meeting.

- Aaron Bielemeier was sworn in as a Mt. Angel Fire District board member.
- Shayne Kleinschmit was sworn in as a Mt. Angel Fire District board member.
- Board Elections:
    - Shayne Kleinschmit nominated Phil Wiesner for President; Ron Vandecoevering seconded the nomination; Phil Wiesner accepted the nomination. The nomination passed unanimously.
      Aaron Bielemeier questions term limits per Board policies.
    - Phil Wiesner nominates Ron Vandecoevering for Vice President; Shayne Kleinschmit seconded the nomination; Ron Vandecoevering accepted the nomination. The nomination passed unanimously.
    - Ron Vandecoevering nominates Shayne Kleinschmit for Secretary/Treasurer; Aaron Bielemeier seconded the nomination; Shayne Kleinschmit accepted the nomination. The nomination passed unanimously.

Minutes of Previous Meeting: Vice President Vandecoevering moved to approve the minutes as read, Treasurer Kleinschmit seconded the motion, motion passed unanimously.

Treasurer's Report:
- We have started the 2025-2026 fiscal year. Personnel Services is at 16%, with conflagration reimbursement, we're at 9%. Materials and Services is at 8%, which is right on track. Our total budget is 13%.
- The added conflagration column is nice to separate out those costs. With the conflagration expenses and reimbursement, can we add expected vs received?

Public Comment:
- There was no public comment.

Mt. Angel Fire District
300 Monroe St. Mt Angel OR. 97362
Board Meeting
Minutes

Information Items:

- Building and Site update:
  - The building is coming along. Robert worked with them and confirmed paint colors. They've sent us an updated schedule.
  - Ron gave the okay for the tank and sewer pump.
  - A few of us noticed a couple of things that needed to be fixed; they've taken care of that.
  - We're waiting on quotes for the pavement.
- Mt. Angel Fire/Monitor Fire Consolidation:
  - Board members from both districts have met 3 times discussing their futures and tax base. Monitor currently has a 5-year levy to match the Mt. Angel Fire tax rate. During our meetings, we've come up with three options for our districts: leave things as they are, a merger, or consolidate and form a new district with a new tax rate. The consensus is that consolidating both districts, forming a new district at a new tax rate, makes the most sense. Currently, Mt. Angel Fire at $1.014 generates $522,458.08 in tax revenue, Monitor Fire District generates $358,887.10, for a combined total of $881,345.19 at the current rate.
  - President Wiesner informed the board that the Monitor Fire District Board of Directors has passed a resolution to dissolve and join Mt. Angel Fire District. They also passed a resolution to hire a lawyer to assist with the process.
  - Vice President Vandecoevering made a motion to pursue dissolving and consolidating with Monitor Fire into a new taxing district. Director Bielemeier seconded the motion. The motion passed unanimously.
  - The next steps are to set up a joint board meeting with an SDAO representative to discuss how to move forward and settle on a tax rate both districts are comfortable with.
- Board Members and Fire District Volunteers
  - Mt. Angel Fire District currently has no policy in place about District Volunteers also being board members. With Aaron Bielemier now voted onto the board, we need to be as transparent as possible. A policy would have needed to be in place for 10 months prior for it to be in effect. Our auditor, Kori with Accuity, mentioned this is something that needs to be discussed.
  - President Wiesner- Any time an action involving funds for the volunteer association is brought to a vote or discussion, Aaron Bielemeier would need to excuse himself from the discussion or vote. *Director Bielemeier brings up, according to the board policies, a board member cannot also be a member of the Volunteer association; this would also cover honoraries on the District Board of Directors.*
- OSHA Organizational Statement:

  - When OSHA came out and did the walk-through, they mentioned we need to have an adopted Organizational Statement.
  - If everyone agrees with the statement as it is, we can adopt it at the September meeting.
- Building and Site Fund Continuation:
  - For budgeting purposes, our building and site fund expired last year, and we need to adopt a resolution to continue it. In the continuation resolution, we've expanded it a bit to cover any district building and sites for any future improvements or maintenance.
  - This will be an action item for the September meeting.

Action Items:

- Adopt Mt. Angel Fire District Pay Policy
  - We had several different pay policies, and to make things easier and for more clarity, especially during conflagrations, the policies have been combined into one, which keeps us from having to convert people from employees to volunteers.
  - Director Bielemeier makes a motion to adopt the Mt. Angel Fire District pay policy, Vice President Vandecoevering seconds the motion, the motion passes unanimously.
- Adopt Mt. Angel Fire District Unemployment Policy
  - This policy will give us some leverage when we receive unemployment claims. It doesn't 100% cover us, but it will help.
  - Vice President Vandecoevering makes a motion to adopt the Mt. Angel Fire District unemployment policy, Director Bielemeier seconds the motion, the motion passes unanimously.

Fire District Report:

- Brice is doing a great job at communicating who's available for conflagration and keeping our availability list updated. We can send one up-staffer for an IR and backfill while they're gone.
- I've been working on address stuff with the city. A builder is dividing a lot on Alder St. for two duplexes and an ADU with very narrow access, staying connected with him for fire requirements.
- GEM Equipment has a large water project going in; they're increasing the water line on Industrial.
- One of our ISO testing requirements is how often we test the hydrants, so the up-staffing crews with public works are working on that.
- We're gearing up for Oktoberfest. Robert and a couple of volunteers are working on the IAP.

Mt. Angel Fire District
300 Monroe St. Mt Angel OR. 97362
Board Meeting
Minutes

- The Salem Fire Engine that was donated to us is here. The up-staffing crews have been working hard to get it ready to be put into service.
- We've had a few spendy engine repairs this month, the AC compressor went out, which will be about $2,600, and the coolant sensor in the other Pierce.
- E466 sold on Gov. Deals for $9,000 but is still here. We've been emailing back and forth with the people who purchased it. They want us to store it while they figure out shipping, as it will go to Texas and then to Brazil. We've been in contact with Sabreena at Gov Deals. She's never dealt with anything like this. We are giving the current individuals 30 days to get the truck; after that, we will move to the next highest bidder, who's a local farmer.

General Discussion:

- Treasurer Kleinschmit asks what happens to the district's resolutions when we dissolve and consolidate? Per President Wiesner, there are ORS rules that apply, and some resolutions are priority of the dominating district. Chief resolutions expire with the district; anything monetary would carry over.
- For board members with the consolidation, they have a formula for seating to make sure the Board of Directors is proportionate.
- The volunteer association voted to become 501C4, which will help with the money from the district to the association.
- The next board meeting is scheduled during the Thursday of Oktoberfest, normally we've skipped it or moved it. Director Bielemeier, with the consolidation discussion, it would be best to have the joint meeting sooner rather than later and make sure everyone is on the same page. Treasurer Kleinschmit would like the expert present to assist with a road map of where we need to go for the joint meeting, then we can break into our separate board meetings.
- *Chief Trierweiler to reach out to SDAO and see if they can be here on September 16th at 6:00 pm for the joint board meeting. This meeting will last 1 hour, and then Mt. Angel Fire District will have its regularly scheduled September Board meeting at 7 pm.*

Adjournment: Meeting adjourned by President Wiesner at 20:30

Adjournment: 20:30

Karie Wiesner

Mt. Angel Fire District
300 Monroe St. Mt Angel OR. 97362
Board Meeting
Minutes

Recorded By Kacie Wiesner

Board President or Secretary

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 24, 2026

Department: Public Works

Title: Public Hearing for Noise Variance 26-001/GK Machine Inc

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

Time Required: 5 min **Contact:** John Speckman **Phone:** 503-566-4173

Requested Action:

Staff recommended motion: Approve Noise Variance 26-001/GK Machine Inc.
Other motion options for consideration are:
1. Close the public hearing and deny the application.
2. Close the public hearing and approve a modified request.

Issue, Description & Background:

Application of GK Machine Inc, on property owned by Ag Land Holdings LLC & Willamette River Construction LLC, for a noise variance to allow music exceeding noise ordinance between 5:00 p.m. and 10:00 p.m. on June 27th, 2026, on property located at 20495 Butteville Rd NE, Hubbard (T4S; R1W; Section 18; Tax lot 201).
The applicant is hosting an open house event at the new office building. Music will play from at volumes that may exceed the noise ordinance. Speeches given using the same audio equipment on the same stage may occur as early as 5:00 p.m.
Under Marion County Code 8.45 Noise, the Marion County Board of Commissioners must hold a public hearing on the matter and issue a decision.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments: Staff report, Application, Site Plan

Presenter: John Speckman

Department Head Signature: for Brian Nick

County Commissioners
Colm Willis, Chair
Kevin Cameron
Danielle Bethell

Chief Administrative Officer
Jan Fritz

Marion County
OREGON

Director
Brian Nicholas, PE

Deputy Director
Dennis Mansfield

MARION COUNTY PUBLIC WORKS

MARION COUNTY PLANNING DIRECTOR'S NOISE VARIANCE REPORT

Application of GK Machine Inc) Noise Variance 26-001

APPLICATION

Application of GK Machine Inc, on property owned by Ag Land Holdings LLC & Willamette River Construction LLC, for a noise variance to allow music exceeding the noise ordinance between 5:00 p.m. and 10:00 p.m. on June 27, 2026, on property located at 20495 Butteville Road NE, Hubbard (T4S; R1W; Section 18; Tax lot 201).

BACKGROUND

The Marion County Planning Division has reviewed the above-referenced application and offers the following comments:

1. The property is an approximately 194-acre farm parcel located on the west side of Butteville Road, directly south adjacent to the City of Donald. The property is the new headquarters of GK Machine Inc built in 2025. This operation was approved on an Exclusive Farm Use zoned parcel with a commercial in-conjunction with agriculture conditional use permit in 2025 (CU23-006) and is therefore legal for land use purposes.

2. Surrounding properties to the west, south, and east are zoned EFU and in a mix of agricultural and rural residential uses. The rural residential uses are primarily to the west, across Ryan Creek. The closest of these is 3,000-feet from the proposed stage. The subject property extends north to Donald Road NE, and north of this road are more properties zoned EFU and in primarily agricultural use. To the northeast of the property is the City of Donald. The nearest home within Donald is approximately 500-feet away from the proposed stage. The center of Donald, where Main Street crosses the railroad, is approximately 2,500-feet from the proposed stage.

3. The application is for a noise variance to allow noise exceeding 65 decibels between the hours of 5:00 p.m. and 10:00 p.m. for one day only on June 27, 2026. The application was submitted on May 20, 2026, more than 35 days before the event as required by MCC 8.45.090(B). All property owners within 1,500-feet of the subject property were mailed notice of the hearing.

MARION COUNTY CODE (MCC) CHAPTER 8.45 FINDINGS

4. Under MCC 8.45, noise from any musical instrument is limited to those hours between 7 a.m. and 10 p.m. unless a variance is granted. The criteria for a variance are listed in MCC 8.45.090(E) and include:

   1. The variance will provide a substantial benefit to the public generally;

2. Denial would significantly delay, increase the cost, or impact the utility of the project or event; and
3. Effective measures will be implemented to mitigate, to the extent feasible, significant noise impacts.

5. The applicant is the company sited at this location, GK Machine Inc, which is hosting a private open house event to celebrate completion of their new headquarters. This event will feature a temporary stage where speeches may be given after 5:00 p.m., and live music which will begin at 7:00 p.m and end at 10:00 p.m. The proposed event will not generate significant noise outside of the permitted hours of 7:00 a.m. to 10:00 p.m., however the applicants expect the volume to exceed 65 decibels and therefore seek this noise variance to permit sound at higher levels be produced during the hours of 7:00 p.m and 10:00 p.m. Approval of this variance will permit the celebration of a company who employs many people in the local area. Denial would impact the utility of the event by requiring a more somber tone. The temporary stage will be positioned on the southeastern side of the new building, to remain close to the parking area. This location of the temporary stage will direct sound southeast, away from the City of Donald where most of the dwellings are located that could be impacted by the sound of music from this event. The location of the stage mitigates, to the extent feasible, any significant noise impacts.

6. Based on the information provided, the Planning Director recommends approval of this application.

Marion County
OREGON

NOISE ORDINANCE VARIANCE APPLICATION

Application must be submitted at least 35 days prior to event date

Do not double-side or spiral bind any documents being submitted

Fee: ☑ **$500**

☐ **$0 if submitted in conjunction with a Mass Gathering Application**

RECEIVED
MAY 20 2026
Marion County
Planning

NAME OF EVENT OR USE: GK Machine Open House	DATE(s) AND TIMES FOR VARIANCE: 6/27/26 - 5:00 pm - 10:00 pm
ADDRESS OF LOCATION: 20495 Butteville RD NE, Hubbard OR 97032	NAME OF ORGANIZATION (if applicable): GK Machine Inc
NAME OF PERSON REQUESTING VARIANCE: Mike Mader	ADDRESS, CITY, STATE, ZIP 20495 Butteville RD, Hubbard OR 97032
DAYTIME PHONE NO.: 503-703-9066	E-MAIL: mmader@gkmachine.com
EVENT EMERGENCY CONTACT NAME: JoAnn Agee 503-545-1191 Joann@GKMachine.com	24-HOUR PHONE NO.: 503-545-1191
PROPERTY OWNER(S) NAME: GK Machine Inc	MAILING ADDRESS, CITY, STATE, ZIP 20495 Butteville RD, Hubbard OR 97032

REQUIRED INFORMATION

NATURE OF THE EVENT: Indicate what will happen at your event and the provision in the Noise Code for which the variance is requested (attach an additional sheet if necessary).

Open house event. Will serve food, have classic cars, and a live band between 5pm and 10pm. Noise ordinance is 65 decibels until 10pm, band will violate it on our site

FOR OFFICE USE ONLY:

Township 4S Range 1W Section 18
Tax lot number(s) 201, 500
Zone EFU /zone map number 4

Case Number NV-26-001
TPA/header _____

Application accepted by SBS Date 5/20/2026

Application elements submitted:
- ✓ Title transfer instrument
- ✓ Site plan
- ✓ Filing fee
- ✓ Applicant statement

HOW AND WHERE WILL SOUND AMPLIFICATION BE USED DURING THE EVENT? Include nature of the noise and location on the property.

A live band will perform on the east side of the new office building
We have plenty of on property parking

AT WHAT TIME WILL THE NOISE BE CREATED AND FOR HOW LONG? (Time period for which the variance is to apply)

Live band will perform for approximately 5 hours. Music will start at 5:00 pm and will stop by 10:00 pm, when the County noise ordinance goes into effect.

DESCRIBE THE EXTENT AND SCOPE OF MEASURES THAT WILL BE OR HAVE BEEN TAKEN TO REDUCE OR DIMINISH THE DISTURBANCE (attach an additional sheet if necessary):

With the stage positioned as planned, the closest house sits more than 500 feet away, most homes on the edge of Donald are over 800 feet from the stage.

THE APPLICANT(S) AND PROPERTY OWNERS SHALL CERTIFY THAT:

A. If the permit is granted, the applicant(s) will exercise the rights granted in accordance with the terms and subject to all the conditions and limitations of the approval.

B. I/We hereby declare under penalties of false swearing (ORS 162.075 and 162.085) that all the above information and statements and the statements in the site plan, attachments and exhibits transmitted herewith are true; and the applicants so acknowledge that any permit issued on the basis of this application may be revoked if it is found that any such statements are false.

C. I/We hereby grant permission for and consent to Marion County, its officers, agents, and employees, law enforcement, public health and fire control officers to come upon the above-described property to gather information and inspect the property whenever reasonably necessary for the purpose of processing this application and/or monitoring the terms and conditions of the permit issued and any other applicable laws or ordinances.

D. The applicants have read the entire contents of the application, including the procedures and criteria, and understand the requirements for approving or denying the application.

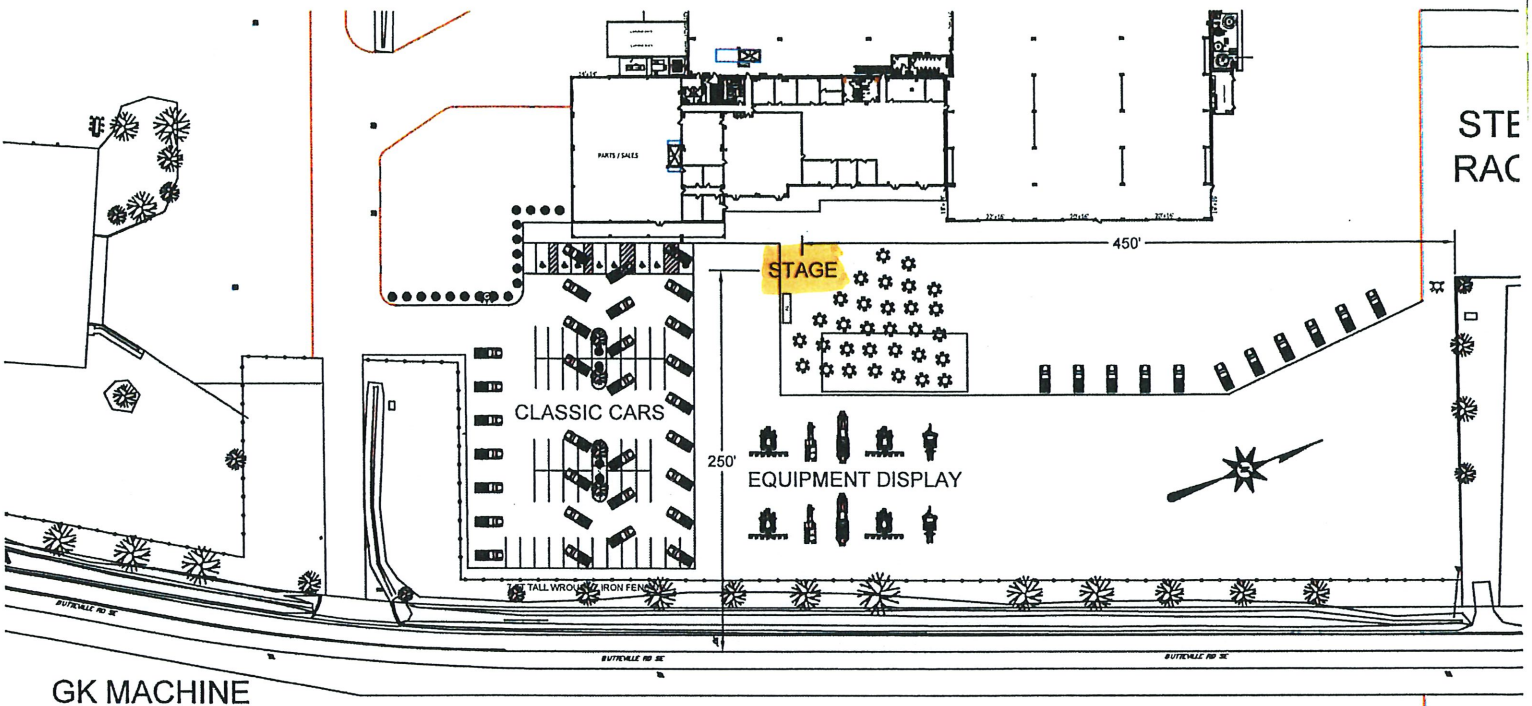
PRINTED NAME AND SIGNATURE of each owner of the subject property.

Print Name	Signature	Print Name	Signature
Gary Grossen	Gary Grossen		
Jeanna Grossen	Jeanna Grossen		

PRINTED NAME AND SIGNATURE OF THE APPLICANT/ORGANIZER (if different from property owner)

JoAnn Agee JoAnn Agee

DATED this 20 day of May, 2026



GK MACHINE
20495 NE BUTTEVILLE RD
HUBBARD OR 97032

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 24, 2026

Department: Legal Counsel

Title: Consider Order to approve Petition and proposed boundaries and schedule 2nd Public Hearing

Management Update/Work Session Date: _____ **Audio/Visual aids** ☐

Time Required: 0 mins **Contact:** Andrew Mittendorf **Phone:** (503) 822-5220

Requested Action:

Move to approve the Petition for formation submitted by the fire districts pursuant only to the criteria set forth in ORS 198.805, set forth the name of the proposed new district as the "Mt. Angel-Monitor Fire District," approve the boundaries of the new district as proposed, and schedule a 2nd public hearing with date and time to be determined.

Issue, Description & Background:

Mt. Angel Fire District and Monitor Fire District seek to individually dissolve and reform as a joint Mt. Angel-Monitor Fire District and establish a new permanent tax rate. They have submitted enough signatures on a Petition to the Marion County Clerk, and the Clerk has verified the signatures. Now, pursuant to ORS 198, the Board must hold two public hearings to consider whether to sign two orders to move the Petition to the voters during the November 2026 election. Following this first public hearing, the Board will need to decide whether to issue an order pursuant to ORS 198.810.

Financial Impacts:

Minimal

Impacts to Department & External Agencies:

Impacts to Mt. Angel Fire District and Monitor Fire District described above

List of attachments:

Proposed Board Order

Presenter:

Andrew Mittendorf

Department Head Signature:

Steve Elzinga

Digitally signed by Steve Elzinga
Date: 2026.06.10 11:25:13 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of a Preliminary Order Approving the Formation of the Mt. Angel-Monitor Fire District and Related Matters; Setting the Final Hearing for July 27, 2026	))))

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, June 24, 2026.

The Board of Commissioners, being fully apprised, finds as follows:

A. Formation of special districts in general is governed by ORS 198.705 to 198.955. Formation of fire protection districts is governed by ORS Chapter 478.

B. The Board received a petition for formation of a fire district, which the Marion County Clerk certified to have the statutorily required number of valid signatures, for formation of a rural fire protection district with the name Mt. Angel-Monitor Fire District (the "New District" or "Fire District").

C. The proposed New District would be located within Marion and Clackamas Counties, with Marion County the principal county as that term is used in ORS 198.705(17). The territory of the proposed New District is inhabited.

D. The proposed New District will only be formed if approved by the voters.

E. The Board of Directors of the proposed District will be elected and will consist of five (5) members elected at large. The election for the Board of Directors will be November 3, 2026, but the Directors will only take office if the voters approve the New District.

F. The boundary of the proposed District includes the City of Mt. Angel, and the petition included approval of the proposed district by resolution of the City Council in compliance with ORS 198.720. The proposed District boundary is intended to include all properties in the currently existing Mt. Angel Fire District and the Monitor Fire District—but no others.

G. The proposed formation is subject to the following proposed terms and conditions:

- Formation of the New District is subject to the public hearing process with the County Board specified in ORS 198.800, et seq.
- Formation of the New District is subject to the voter approval, with the questions presented at the November 3, 2026, general election.
- Formation of the New District is subject to the concurrent voter approval of the dissolution of both the existing Mt. Angel Fire District and dissolution of the existing Monitor Fire District.
- Effective Date: The order forming New District will take effect on January 1, 2027.
- Employees: Subject to the provisions of ORS 236.605 to 236.640, the employees of the Mt. Angel and/or Monitor Fire Districts shall be transferred to the New District.
- Asset Transfer: All real and personal property and other assets of the Mt. Angel Fire District and/or the Monitor Fire District will be transferred to and become the property of the New District.
- Debt Distribution: The New District will assume all fire protection related debt obligations of the Mt. Angel Fire District and/or the Monitor Fire District. No other long-term debt obligations will be assumed by the New District.
- The petitioners have proposed a permanent tax rate for operating taxes sufficient to support the services and functions described in the Economic Feasibility Statement for the proposed New District is $1.97 per one thousand dollars ($1,000) of assessed valuation.

H. On June 24, 2026, the Board conducted a public hearing on formation of a new fire district under ORS 198.805 after proper notice by publication and posting. After public testimony was concluded, the Board considered the criteria in ORS 199.462 to determine if the area could be benefitted by formation of the district. After deliberation, the Board determined the petition met the requirements of ORS 198.805 and the criteria in ORS 199.462, subject to voter approval.

I. Based on the results of the June 24, 2026, hearing, the Board finds it appropriate to set a second hearing on formation as required by ORS 198.810(2). The second hearing will be held July 27, 2026. At the second hearing, the Board will consider adoption of an order to submit the questions proposed by the petition to the electors.

J. ORS 198.815(1) provides in part that when a "petition for formation includes a permanent rate limit for operating taxes for the proposed district, the board shall provide by order for the holding of an election to submit to the electors the question of forming the district."

IT IS HEREBY ORDERED BY THE BOARD AS FOLLOWS:

1. The above findings are adopted in full and the formation of the Mt. Angel-Monitor Fire District, as initiated by a certified petition, should proceed in the process toward a vote of the people. The proposed New District boundary is intended to include all properties in the currently existing Mt. Angel Fire District and the Monitor Fire District—but no others. The Board recognizes that in addition to formation of the Fire District, the petition seeks voter approval of a new permanent tax rate of $1.97 per thousand assessed valuation. Voter approval is required before formation of the New District or the New District levying any permanent tax rate.

2. Pursuant to ORS 198.805 and ORS 199.462, the proposed area comprising the proposed District could be benefited by the formation of the District if approved by the voters.

3. A second hearing on formation of the Mt. Angel-Monitor Fire District is set before this Board at 6:00 p.m. on Monday, July 27, 2026, at the Mt. Angel Fire District, located at 300 Monroe St., Mt. Angel, OR 97362. If final approval of the petition is granted after the July 27, 2026, hearing, the Board will refer the questions posed by the petition to the electors on the November 2026 ballot.

DATED this _____ day of _____, 2026 at Salem, Oregon.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner