



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, September 9, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PROCLAMATION

HEALTH AND HUMAN SERVICES

1. Consider approval of a proclamation designating the month of September 2026 as Recovery Month in Marion County. –Teri Morgan; and Community Members Ana Gonzalez and Andrew McClelland.

CONSENT

BOARD OF COMMISSIONERS

Board Committee Appointments – Materials Management Advisory Council

2. Approve orders appointing Melissa Wood to the City of Salem, Staff position and Stephen Sims to the City of Stayton, Elected Official position, for the Marion County Materials Management Advisory Council (MMAC) with terms ending August 31, 2030.

HEALTH AND HUMAN SERVICES

3. Approve the Contract for Services with Cache Valley Electric Company in the not-to-exceed amount of \$140,000 to provide ongoing maintenance and support of existing audiovisual conference room equipment and future upgrades as technology needs evolve through March 31, 2028.

4. Approve Amendment #1 to the incoming funds Intergovernmental Agreement (IGA) with the Oregon Health Authority to update IGA language and add \$844,206.47 for Fund #804, Mental Health (MH) General Fund for Aid and Assist, and Fund #820, Civil Commitment for a new IGA total of \$24,671,687.51, and redirect already allocated funding from Fund #806, New Investment Mental Health (NIMH) General Fund to Fund #804 Mental Health (MH) General Fund through June 30, 2027.

Revised 9/9/2026: Motion made and approved to remove this item from the agenda.

INFORMATION TECHNOLOGY

5. Approve a Purchase Order with SHI International Corporation in the amount of \$985,551.81 for an advanced network-based threat detection and response platform effective October 1, 2026, through September 30, 2029.

PUBLIC WORKS

6. Approve an incoming funds Intergovernmental Agreement (IGA) with the City of Independence in the not-to-exceed amount of \$363,500 for Marion County, a certified agency through the Oregon Department of Transportation (ODOT), to perform preliminary engineering for the Chestnut Street: South Fork Ash Creek Bridge project on behalf of the City through December 31, 2028.

SHERIFF'S OFFICE

7. Approve Amendment #7 to the Contract for Services with Executive Information Services, Inc. to add \$438,842.76 for a new not-to-exceed contract total of \$1,969,129.76 to continue to provide ongoing software and maintenance support for the Marion County Sheriff's Office records and jail management systems through September 30, 2029.

ACTION

PUBLIC WORKS

8. Consider approval of Amendment #2 to the Guaranteed Maximum Price (GMP) Amendment for the Construction Manager/General Contractor (CM/GC) Contract with Slayden Constructors, Inc. that adds federal American Rescue Plan Act (ARPA) funding in the amount of \$2,475,895 for a new contract total of \$41,153,648 to provide construction services for the Kane's Marina sewer improvements; the replacement of a guardrail along the North Santiam Highway, in the City of Detroit; and for the Fairview Street to Kingwood Avenue sewer line and road improvements in the City of Mill City, for the North Santiam Canyon Sewer Project through December 31, 2026. –Brian Nicholas

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

COMMUNITY AND ECONOMIC DEVELOPMENT

A. Public hearing to consider the 2025-2026 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and the HOME Investment Partnership programs. –Steve Dickey

ACTION

COMMUNITY AND ECONOMIC DEVELOPMENT

9. Consider approval of a resolution to adopt the Program Year 2025-2026 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and HOME Investment Partnership programs. **(TO BE ACTED ON FOLLOWING THE PUBLIC HEARING)** –Steve Dickey

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 cualquier 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: Wednesday, September 9, 2026

Department: Health & Human Services

Title: September is Recovery Month Proclamation

Management Update/Work Session Date: 8/18/2026 Audio/Visual aids ☐

Time Required: 10 Contact: Teri Morgan Phone: x2643

Requested Action: Approve proclamation to designate September as Recovery Month in Marion County.

Issue, Description & Background: Recovery Month was established in September 1989 to celebrate those recovering from addiction, emphasize the importance of evidence-based treatment and recovery practices, and to reduce stigmas associated with substance abuse and addiction. This initiative continually aims to increase support for those in recovery and celebrate their achievements.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Proclamation

Presenter: Teri Morgan, MCHHS; Ana Gonzalez, Community Member; Andrew McClelland, Community Member

Department Head Signature: TGregg Digitally signed by TGregg
Date: 2026.08.26 10:24:37 -07'00'

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

In the matter of proclaiming the month of September 2026 as Recovery Month in Marion County.

PROCLAMATION

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on September 9, 2026.

WHEREAS, each year, National Recovery Month is observed across the country to celebrate the millions of people living in recovery from substance use and mental health conditions. It is an opportunity to recognize that recovery is possible, to reduce stigma, and to encourage those who may still be struggling to know that hope and help are available; and

WHEREAS, recovery is not just about one individual. It strengthens families, restores relationships, and creates healthier, safer communities. Every person who finds recovery creates a ripple effect that extends far beyond themselves; and

WHEREAS, here in Marion County, we are committed to ensuring that individuals have access to compassionate, evidence-based behavioral health services and recovery supports. We are equally grateful for the families, peers, providers, community organizations, and countless others who walk alongside people on their recovery journeys; and

WHEREAS, this year's Recovery Month theme, "Recovery is REAL" (Restoring Every Aspect of Life), reminds us that recovery is a powerful reminder that healing is possible, families can be reunited, and lives can be restored; and

WHEREAS, we recognize and honor the contributions of those in recovery, the service providers, peers, family members, and community organizations who walk alongside them, and we recommit ourselves to supporting recovery in all its forms; and

WHEREAS, for the above reasons, we are asking the citizens of **Marion County** to join us in celebrating this September as **Recovery Month**; now, therefore

IT IS HEREBY PROCLAIMED that the month of September 2026, is **Recovery Month** in Marion County, Oregon, and encourages all residents to support those on the path to recovery by fostering hope, reducing stigma, and promoting health and wellness throughout our communities.



Dated at Salem, Oregon, this 9th day of September 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chairperson _____

Commissioner _____

Commissioner _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/9/2026

Department: Public Works

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

Management Update/Work Session Date: 8/25/2026 Audio/Visual aids

Time Required: 0 minutes Contact: Brian May Phone: 503-365-3147

Requested Action: Appoint Melissa Wood to represent the City of Salem Staff position and Stephen Sims to represent the City of Stayton Elected Official position on the Materials Management Advisory Council (MMAC). Both terms are effective September 9, 2026 and end on August 31, 2030.

Issue, Description & Background: The Materials Management Advisory Council (MMAC) advises the Board of Commissioners on policies, programs, and initiatives related to waste reduction, recycling, and sustainable materials management. The council provides community and industry perspectives to help guide decisions that promote resource conservation, environmental protection, and effective solid waste management practices within the county. Each member serves a term of four years. Melissa Wood serves as Senior Fiscal Analyst/Franchise Administrator with the City of Salem. Stephen Sims serves on the Stayton City Council as Council President.

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Board Orders, Applications, MMAC Roster

Presenter: Brian May

Department Head Signature: BNicholas Digitally signed by BNicholas Date: 2026.08.11 15:51:49 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of the appointment of)
Melissa Wood to the Materials) Department of Public Works
Management Advisory Council)

O R D E R #: _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting of September 9, 2026, to appoint Melissa Wood to the Marion County Materials Management Advisory Council with a term beginning September 9, 2026, and ending on August 31, 2030.

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

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

IT IS HEREBY ORDERED that the Board appoint Melissa Wood, the staff member representing the City of Salem, to the Marion County Materials Management Advisory Council.

This appointment shall be for a term beginning September 9, 2026 and ending on August 31, 2030. The appointed members are to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this 9th day of September, 2026.

MARION COUNTY
BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of the appointment of)
Stephen Sims to the Materials) Department of Public Works
Management Advisory Council)

O R D E R #: _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting of September 9, 2026, to appoint Stephen Sims to the Marion County Materials Management Advisory Council with a term beginning September 9, 2026, and ending on August 31, 2030.

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

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

IT IS HEREBY ORDERED that the Board appoint Stephen Sims, a City Councilor representing the City of Stayton, to the Marion County Materials Management Advisory Council.

This appointment shall be for a term beginning September 9, 2026 and ending on August 31, 2030. The appointed members are to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this 9th day of September, 2026.

MARION COUNTY
BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

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

Name: Melissa Wood

City of residence: Stayton, OR

Business information:

Occupation/business Sr. Fiscal Analyst/Franchise Administrator - City of Salem

Business address PO Box 14300

City Salem, Oregon Zip code 97309-398 Business telephone 503-588-6258

Business e-mail mwood@cityofsalem.net

Business fax

I would like to be considered for the City of Salem Staff position on
(lay or representative designation)
the Materials Management Advisory Council

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

The reason I am applying for this appointment is

I am applying for this appointment because my role as the City of Salem's Franchise Administrator includes representing the City on regional materials management matters. By joining this council, I can continue the work of my predecessor and help support effective, collaborative programs for the community.

The personal and professional interests that prompted me to apply for this appointment are

As the new Franchise Administrator for the City of Salem, I will be working closely with solid waste/recycling service providers and regularly engage with regional materials management issues. Serving on this council supports my professional commitment to ensuring effective, equitable, and sustainable solid waste systems. I'm also, personally, extremely interested in projects that improve community recycling, waste reduction, and responsible resource management.

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

1. 2.

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

I bring a background in public-sector project management, fiscal analysis, and regulatory compliance developed through my work with the Oregon Legislature and in the banking industry. My experience includes coordinating government construction projects, conducting cost and budget analysis, reviewing technical documents for accuracy and compliance, assessing risk, and supporting operational integrity. These roles strengthened my ability to interpret regulations, evaluate financial and operational data, and communicate effectively with public officials and stakeholders. I apply a practical, data-driven approach to problem-solving that supports effective and compliant practices.

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

I have served as the Treasurer for the McNary High School Fine Arts program and for No Solo Existen, a local nonprofit mentorship organization supporting underserved youth in Salem-Keizer.

For Internal Use:

Application Rcd by:

Date:

S. Lintner
8/5/2026

Dept:

HR/VS



Advisory Board Application

Applicant's Name: **Stephen Sims**

Adv. Board: **Materials Management Adv. Council**

MMAC Position: **City of Stayton Elected Official**

City of Residence: **Stayton** Zip Code: **97383**

Occupation: **City Councilor, City of Stayton**

Completed application Rcd: **08/14/2026**

Has this applicant served as an appointed volunteer for Marion County before? **No**

The reason I am applying: Applying to provide representation from the City of Stayton. Current member had to step down from the position.

More about my personal and professional interests: I think it is important to provide representation as an elected official within the county I serve. I also think volunteerism is very important to help serve the community I live within.

Tell us more about your community involvement: I served on the Parks and Recreation board for Stayton initially after I retired. After several years I was appointed to Stayton City Council in March of 2023. In 2024 I ran for reelection and retained my seat on the council. I also have volunteered since 2022 at the Santiam Teen Center as a mentor.

Previous board service at Marion County: No.

Qualifications and Skills: I was a career Surface Warfare Officer in the US Navy. I served on multiple ships and staff commands as a leader in charge of numerous personnel. I retired as a Commander after 30 years. My education includes a BS in Chemical Engineering from OSU, MA in Public Administration from Georgia College and State University. I currently serving my second term as Stayton City Council President.

More about yourself and why you are applying: I am a retiree that enjoys serving on City Council to help make my community a better place. I enjoy working with people and serving with my fellow councilors. I had a successful career and want to give back as a volunteer. My hobbies include golfing, fishing, gardening, and cooking. I want to serve on the Materials Management Advisory Council to continue to serve any way that I can.

References: Jordan Ohrt, City Councilor, City of Stayton; and Ken Carey, City Councilor, City of Stayton

Signature

Agreement Statement:

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

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



I Agree *

MARION COUNTY
MATERIALS MANAGEMENT ADVISORY COUNCIL
Roster

Council Member	Position	Term End Date
Voting Members		
Kevin Cameron	Marion County – Elected Official, Chair	01/14/2030
Daniel Kohler	City of Keizer – Elected Official	07/31/2029
Jenny Ammon	City of Keizer – Staff	07/31/2029
Linda Nishioka	City of Salem – Elected Official	07/31/2029
Vacant	City of Salem – Staff	
Frank Lonergan	City of Woodburn – Elected Official, Vice-Chair	07/31/2029
Jim Row	City of Woodburn – Staff	07/31/2029
Walter Wick	City of Aumsville – Elected Official	07/31/2029
Marie Traeger	City of Silverton – Elected Official	08/31/2029
Vacant	City of Stayton – Elected Official	
Brian Asher	City of Aurora – Elected Official	07/31/2029
Walter Perry	City of Jefferson – Elected Official	07/31/2029
Vacant	Marion County Citizen – Urban	
Michele Tesdal	Marion County Citizen – Rural	10/29/2029
Treva Gambs	Food Service/Grocery Industry	07/31/2029
Duane West	Home Builders Association	07/31/2029
Non-Voting Members		
Shane Kuenzi	Materials Management Industry	07/31/2029
Mark Lowery	Community Organization	03/25/2030
Sarah Steen	Recycling Industry	04/08/2030

County Contacts			
Name	Title	Phone	Email
Brian May	ES Division Manager	(503) 365-3147	BMay@co.marion.or.us
Cory Swartwout	ES Program Supervisor	(503) 566-4160	CSwartwout@co.marion.or.us
Whitney Ned	Office Specialist	(503) 566-4153	WNed@co.marion.or.us
Kevin Cameron	Marion County Commissioner	(503) 588-5212	KCameron@co.marion.or.us
Danielle Bethell	Marion County Commissioner	(503) 588-5212	DBethell@co.marion.or.us
Colm Willis	Marion County Commissioner	(503) 588-5212	CWillis@co.marion.or.us



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/9/26

Department: Health & Human Services

Title: A/V Conference Room Equipment, Installation, and Support Services

Management Update/Work Session Date: 8/25/26 Audio/Visual aids ☐

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

Requested Action:

HHS requests that the Board approve the contract for A/V conference room equipment, installation, and support services. Approval of this contract will authorize the purchase, installation, integration, and ongoing support of audio/visual technology solutions to enhance meeting capabilities, collaboration, and operational efficiency.

**Issue, Description
& Background:**

Marion County Health & Human Services has existing audiovisual (AV) equipment installed by Cache Valley Electric in conference rooms throughout department-owned and leased facilities. A contract is needed to allow for ongoing maintenance of the existing equipment and future upgrades to additional conference rooms as technology needs evolve. The contract will establish a mechanism for ongoing maintenance of existing AV equipment and support future conference room AV upgrades. The scope of work has been reviewed and approved by MC IT.

Financial Impacts:

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

**Impacts to Department
& External Agencies:**

Contract total is \$140,000.00. Each project will be funded separately and charged to the Health & Human Services service codes of the programs using the conference rooms, allocated by FTE.

List of attachments:

N/A

Presenter:

Rhett Martin/Stacie Neal

**Department Head
Signature:**

Troy Gregg

Troy Gregg (Aug 19, 2026 14:06:52 PDT)

**MARION COUNTY
CONTRACT FOR SERVICES
HE-7264-26**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Cache Valley Electric Company, hereinafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to ORS 279A.215 and MCPCR 10-0430 and 10-0440.

WHEREAS, County issued a Notice of Intent to Use Permissive Cooperative IT1823-26 for audio/video conference room upgrades and related services for Countywide facilities on June 11, 2026, and no responses were received.

WHEREAS, County intends to utilize the City of Portland Price Agreement for Telecommunications Cabling Services and Equipment - Price Agreement Number 31002418 with Cache Valley Electric Company pursuant to ORS 279A.215.

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 **March 31, 2028**, the date all warranties have expired, 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 the contract term dates outlined in Price Agreement Number 31002418.

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 **\$140,000.00**. 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 Goods and Services and/or 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 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
Cache Valley Electric Company
Rob.Fandrey@cve.com
12550 SW 68th Avenue
Tigard, OR 97223

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

26. SURVIVAL

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

27. SEVERABILITY

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

28. AMENDMENTS

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

- A. **Anticipated Amendments**

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

- i. To extend the Contract term and increase the maximum not-to-exceed amount to cover those extension term.

ii. To adjust the unit pricing or other rate(s) of compensation, set forth in Exhibit A.

B. Unanticipated Amendments

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

29. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that 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 equipment, hardware or software delivered/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
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Commissioner	Date
--------------	------

Commissioner	Date
--------------	------

Authorized Signature: <u><i>Troy Gregg</i></u> Troy Gregg (Aug 19, 2026 14:06:52 PDT)	08/19/2026
Department Director or designee	Date

Authorized Signature: <u><i>Jan Fritz</i></u> Jan Fritz (Aug 24, 2026 09:28:43 PDT)	08/24/2026
Chief Administrative Officer	Date

Reviewed by Signature: <u><i>Michelle Teed</i></u> Michelle Teed (Aug 23, 2026 10:59:21 PDT)	08/23/2026
Marion County Legal Counsel	Date

Reviewed by Signature: <u><i>Sandra L. Lisen</i></u>	08/19/2026
Marion County Contracts & Procurement	Date

CACHE VALLEY ELECTRIC COMPANY SIGNATURE

Authorized Signature: _____	Date
-----------------------------	------

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

Marion County (County) has a need to procure audio/video conference room upgrades, including equipment, installation, integration, programming, testing, training, and related services for Countywide facilities.

The County has determined that the goods and services available under the City of Portland Price Agreement are suitable for the County's needs and that use of the cooperative agreement is expected to result in efficient procurement and timely completion of the project.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

The Contractor shall provide audio-visual services as requested and authorized by the County. Services may include, but are not limited to, the following:

1. Site Assessment and System Planning

a. The Contractor may:

- i.** Inspect existing conference rooms, meeting rooms, offices, public spaces, clinical spaces, training rooms, and other designated areas.
- ii.** Evaluate existing audio-visual equipment, electrical connections, cabling, network connections, room conditions, acoustics, lighting, and equipment compatibility.
- iii.** Meet with County representatives to determine system needs, intended room use, capacity, accessibility requirements, and desired functionality.
- iv.** Develop recommended system designs and equipment configurations.
- v.** Identify equipment that may be reused, replaced, upgraded, relocated, or removed.
- vi.** Identify known site conditions or dependencies that may affect installation, cost, or schedule.

2. Project Proposals and Estimates

a. Before beginning an individual project, the Contractor shall provide a written project proposal or estimate that includes, as applicable:

- i.** Project location;

- ii. Description and scope of the proposed work;
- iii. Equipment and materials to be furnished;
- iv. Equipment quantities, manufacturers, model numbers, and unit prices;
- v. Labor classifications and estimated labor hours;
- vi. Applicable hourly labor rates;
- vii. Shipping, delivery, travel, disposal, permit, or other charges;
- viii. Identification of subcontracted work;
- ix. Project assumptions and exclusions;
- x. Anticipated lead times;
- xi. Proposed project schedule;
- xii. Total project price or estimated not-to-exceed amount;
- xiii. Warranty information; and
- xiv. Any County responsibilities or prerequisites.

- b. The Contractor shall not order equipment or begin work until the County provides written authorization.

3. Audio-Visual Equipment Installation

- a. The Contractor may furnish and install audio-visual and conference-room systems, including:
 - i. Displays, televisions, monitors, and projection systems
 - ii. Display mounts, brackets, carts, and related mounting hardware;
 - iii. Video conferencing cameras;
 - iv. Ceiling-mounted, wall-mounted, tabletop, or wireless microphones;
 - v. Speakers, amplifiers, digital signal processors, and audio systems;
 - vi. Control panels, touch panels, button panels, and room-control systems;
 - vii. Video and audio switching equipment;
 - viii. Presentation systems;

- ix. Wireless presentation devices;
 - x. Room scheduling displays;
 - xi. Computers, controllers, codecs, and related processing equipment;
 - xii. Equipment racks, cabinets, enclosures, and shelves;
 - xiii. Network, data, audio, video, USB, control, and power cabling;
 - xiv. Other mutually agreed-upon audio-visual equipment and accessories.
- b. Installation services may include:
 - i. Delivery, unloading, staging, assembly, and installation of equipment.
 - ii. Removal, relocation, reuse, or disposal of existing equipment when authorized.
 - iii. Mounting and securing equipment.
 - iv. Pulling, routing, labeling, terminating, and testing cabling.
 - v. Connecting equipment to County-approved power and network sources.
 - vi. Programming control systems and user interfaces.
 - vii. Configuring audio, video, camera, microphone, display, and conferencing functions.
 - viii. Integrating equipment with County-approved conferencing platforms and technology.
 - ix. Installing manufacturer-recommended firmware and software versions.
 - x. Testing the complete system for proper operation.
 - xi. Correcting installation-related deficiencies.
 - xii. Cleaning the work area and removing packaging and project debris.
- c. Any electrical work requiring a license shall be performed by appropriately licensed personnel. Electrical work shall be included only when specifically identified and authorized in the individual project proposal.

4. Maintenance and Technical Support

- a. The Contractor shall provide basic maintenance and technical support for conference-room equipment previously installed by the Contractor or otherwise approved by the County.

- b.** Maintenance services may include:
 - i.** Inspecting equipment and connections;
 - ii.** Verifying that displays, cameras, microphones, speakers, control systems, and conferencing functions operate properly;
 - iii.** Installing approved firmware updates;
 - iv.** Installing approved software or configuration updates;
 - v.** Testing audio and video quality;
 - vi.** Testing control panels and room-control functions;
 - vii.** Checking cable connections and equipment mounting;
 - viii.** Rebooting, resetting, or reconfiguring equipment;
 - ix.** Troubleshooting reported equipment issues;
 - x.** Identifying failed, obsolete, or incompatible equipment;
 - xi.** Recommending repairs, replacements, or upgrades; and
 - xii.** Providing a written summary of maintenance performed and outstanding issues.
- c.** Basic maintenance shall be billed at the applicable hourly labor rates established in the Contract or an authorized rate schedule.
- d.** Parts, replacement equipment, and work outside the approved maintenance request shall require prior written County authorization.
- e.** The Contractor shall not install a firmware or software update that materially changes system functionality or creates a known compatibility risk without first notifying and obtaining approval from the County.

5. Delivery and Performance Schedule

- a.** The Contractor shall complete each individual project by the date agreed upon in the applicable written project authorization.

6. Training

- a.** The Contractor shall provide basic operational training to designated County staff. Training may include:
 - i.** Starting and shutting down the system;
 - ii.** Joining and managing virtual meetings;

- iii. Selecting cameras, microphones, and speakers;
 - iv. Sharing content;
 - v. Using control panels;
 - vi. Adjusting room audio and video;
 - vii. Addressing common user issues; and
 - viii. Contacting the appropriate support resource.
- b. The Contractor shall provide written quick-reference instructions when specifically required by the project authorization.

7. Warranty

- a. The Contractor shall provide all applicable manufacturer warranties and shall warrant its installation workmanship for the period stated in the Contract or individual project authorization.
- b. During the workmanship warranty period, the Contractor shall correct failures caused by improper installation, configuration, programming, or workmanship at no additional cost to the County.
- c. The Contractor shall assist the County with manufacturer warranty claims for equipment supplied by the Contractor.

8. Coordination and Site Requirements

- a. The Contractor shall coordinate work to minimize disruption to County operations. The Contractor shall:
 - i. Comply with County facility access, identification, privacy, safety, security, and infection-control requirements.
 - ii. Schedule work during approved dates and hours.
 - iii. Protect County property and existing building finishes.
 - iv. Maintain safe and orderly work areas.
 - v. Secure tools, materials, and equipment.
 - vi. Immediately report damage, safety hazards, or unexpected site conditions.
 - vii. Restore work areas affected by installation.
 - viii. Remove project waste, packaging, and debris.

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:

For Contractor: Erik Kaufman erik.kaufman@cve.com

For County: Mark Liudahl MLiudahl@co.marion.or.us & Stacie Neal SNeal@co.marion.or.us

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 \$140,000.00.

- A. **METHOD OF PAYMENT FOR SERVICES:** County shall pay Contractor \$140,000.00 for completing all Services and delivering all Goods required under this Contract.
- B. **BASIS OF PAYMENT FOR SERVICES.** County shall pay Contractor all amounts due under each approved invoice submitted to County under this Contract in a single payment upon County's approval of Contractor's invoice to County but only after County has determined that Contractor has completed, and County has accepted, all Services; and Contractor has delivered and County has accepted all Goods required under this Contract.
- 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 30 days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required services or

establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.

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

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

Contract Review Sheet

Purchase Order

IT-7279-26Title: **Advanced Network-Based Threat Detection Platform CPO#950680**Contractor's Name: **SHI International Corp**Department: **Information Technology Department**Contact: **Cynthia Klein**Analyst: **Sandra Fixsen**Phone #: **503-584-7796**Term - Date From: **September 14, 2026**Expires: **October 1, 2029**Original Contract Amount: \$ **985,551.81**

Previous Amendments Amount:

\$ -

Current Amendment: \$ -

New Contract Total: \$ **985,551.81**Amd% **0%**Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%Source Selection Method: **10-0400 Cooperative**Cooperative# **6454**

Description of Services or Grant Award

Contract Purchase Order #950680 with SHI, International Corporation for Advanced Network-Based threat detection and response platform. 3-Year Term: 10/1/2026 - 9/30/2029

Desired BOC Session Date: **9/9/2026**Contract should be in DocuSign by: **8/19/2026**Agenda Planning Date **8/27/2026**Printed packets due in Finance: **8/25/2026**Management Update **8/5/2026**BOC upload / Board Session email: **8/26/2026**

BOC Session Presenter(s)

Code: **Y**

REQUIRED APPROVALS

**08/20/2026**

Finance - Contracts

Date

**08/19/2026**

Contract Specialist

Date

**08/26/2026**

Legal Counsel

Date

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 09/02/2026

Department: Public Works

Title: Chestnut Street: South Fork Ash Creek Bridge IGA

Management Update/Work Session Date: 08/18/2026 Audio/Visual aids ☐

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

Requested Action:

Approve an Intergovernmental Agreement (IGA) with the City of Independence in the amount of \$363,500.00 to perform preliminary engineering for the Chestnut Street: South Fork Ash Creek Bridge.

**Issue, Description
& Background:**

The City of Independence has received federal funds to extend Chestnut Street over the South Fork of Ash Creek. In late 2024 the City approached Marion County about delivering the project on their behalf as a certified agency through ODOT. The Marion County Board of Commissioners considered this request on December 17, 2024 and was agreeable to doing so if it did not interfere with other County projects. This initial IGA is with the City and covers preliminary engineering work being funded through a federal Rural and Tribal Assistance grant. A subsequent agreement through ODOT would cover the Federal Highway Administration funds for engineering and construction. That agreement would be between ODOT, the City, and the County.

Financial Impacts:

There would be no financial impact to Marion County. The City of Independence would be required to pay the federal match and any over-match needed to complete their project.

**Impacts to Department
& External Agencies:**

This project impacts no other County departments. Public Works staff have the capacity to complete this project on behalf of the City. Since the City is not a certified agency, they will need to have another certified agency or ODOT deliver the project if the County does not complete this project.

List of attachments:

Intergovernmental Agreement PW-6903-25 & Exhibits A-E

Presenter:

Ryan Crowther

**Department Head
Signature:**

Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2026.04.10 08:59:43 -07'00'

Contract Review Sheet

Intergovernmental Agreement

PW-6903-26

Title: IGA with City of Independence - Design of Chestnut Bridge

Contractor's Name: City of Independence

Department: Public Works Department

Contact: Traci Clarke

Analyst: Kathleen George

Phone #: 503-365-3100

Term - Date From: Execution

Expires: December 31, 2028

Original Contract Amount: \$ 363,500.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 363,500.00 Amd% 0%

Incoming Funds

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

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

Department

Description of Services or Grant Award

This is an Intergovernmental Agreement (IGA) with the City of Independence for Marion County to serve as a subrecipient under the Rural and Tribal Grant Program and be reimbursed for expenses for the preparation of design documents for the Chestnut Bridge Project, to extend across the South Fork Ash Creek in Independence.

Desired BOC Session Date: 9/9/2026

Contract should be in DocuSign by: 8/19/2026

Agenda Planning Date: 8/18/2026

Printed packets due in Finance: 8/25/2026

Management Update: 8/16/2026

BOC upload / Board Session email: 8/26/2026

BOC Session Presenter(s) Ryan Crowthers

Code: Y

REQUIRED APPROVALS


Finance - Contracts 08/21/2026
Date


Contract Specialist 08/21/2026
Date

Legal Counsel _____
Date

Chief Administrative Officer _____
Date

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF INDEPENDENCE
PW-6903-26

1. PARTIES TO AGREEMENT

This Agreement between City of Independence, hereafter called City, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010.

2. RECITALS

- 2.1 This Agreement is funded, in part, through a Grant between City and the U.S. Department of Transportation (the “Grant”), attached as Exhibit E. Additional funding sources may also be used to support the Work under this Agreement. The purpose of the Grant is to prepare design documents for the project known as the “Chestnut Bridge”.
- 2.2 The City seeks to engage the County to provide its expertise in providing Chestnut Bridge design and engineering (“Project”).
- 2.3 The Work as described in Exhibit A is intended to support the City’s performance under the Rural and Tribal Grant program and may also be supported by other funding sources available to the City.

3. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the County shall, on behalf of and at the direction of the City, will prepare design documents for Phase 1- Project Initiation and Phase 2- Design Acceptance Package (DAP) for the services of materials, equipment, facilities, and personnel required to provide support of the Chestnut Street: South Fork Ash Creek bridge for the City. These services are further described in Exhibit A Scope of Work.

4. SCHEDULE OF EXHIBITS

- i. Exhibit A – Project Scope of Work
- ii. Exhibit B – Schedule
- iii. Exhibit C – Payment for Services
- iv. Exhibit D – Federal Grant Agreement Flow Down Requirements
- v. Exhibit E – Grant Agreement

5. TERM AND TERMINATION

- 5.1 This Agreement shall be effective on the date that it is executed by each signatory identified for each Party. This agreement shall expire on December 31, 2028, unless otherwise terminated or extended as provided herein. This Agreement may be extended for additional one-year periods by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 5.2 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 90 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 5.3 City may terminate this agreement effective upon delivery of written notice to County or at such later date as may be identified in the notice under any of the following conditions:
- 5.3.1 If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Parties shall modify the Agreement in writing to accommodate any reductions in funding.
- 5.3.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 5.3.3 If any license, certificate, or insurance required by law or regulation to be held by County to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
- 5.3.4 If the City fails to secure Grant extension(s) or amendment(s) for the Project, and City lacks alternative sources of funding for Project, City shall terminate this Agreement immediately, and the County shall have no further obligation or liability under this Agreement except for obligations expressly accrued prior to such termination.
- 5.3.5 If County fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
- 5.3.6 If County fails to perform any of the provisions of this Agreement or so fails to pursue the Work as to endanger the funding for or performance of this Agreement in accordance with its terms and after written notice from City, fails to correct such failure(s) within ten (10) days or such longer period as the City may authorize in writing.
- 5.4 Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

6. FUNDING AND BILLING

6.1 The total amount paid under this Agreement shall not exceed **\$363,500.00**. Payments under this Agreement shall be made on a cost reimbursement basis according to the following terms:

6.1.1 County shall submit to City an invoice or application for payment covering the services performed in accordance with Exhibit C within 21 days of the end of each calendar month. It is acknowledged by both parties that the line item and bottom-line budget noted in Exhibit C is for budgeting purposes only and that County will bill for actual costs incurred by the County. Staff time will be billed at the full burdened rates plus overhead to cover County Central Services and County Public Works overhead costs not reflected in the burdened rate.

City will, within forty-five (45) days from the date it receives such application and supporting documentation for payment, approve or disapprove the amount reflected in such application and if City approves such amount or any portion of such amount, it shall promptly pay to County the amount so approved, provided County is not in breach of or in default under this Agreement. If City disapproves of any amount requested by County, City shall give County specific reasons for its disapproval in writing.

6.1.1.1 Notwithstanding anything to the contrary contained in this Agreement, City shall not be obligated to make any payment (whether a progress payment or final payment) to County if any one or more of the following conditions precedents exist:

1. County is in breach or default under this Agreement and is unable to cure the breach within a reasonable amount of time after being notified;
2. Any part of such payment is attributable to Work which is not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part attributable to Work which is performed in accordance with this Agreement; or
3. County has failed to make payments promptly to its Contractors or sub-Contractors or other third parties used in connection with the Work for which City has made payment to County.

6.2 No partial payment made under this Agreement shall be, or shall be construed to be, final acceptance or approval of that part of the Work to which such partial payment relates to, nor relieves County of any of its obligations under this Agreement.

- 6.3 County shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Work.
- 6.4 County's acceptance of City's Final Payment for the Work shall constitute a waiver of all claims by the County except those previously made in writing and identified by the County as unsettled at the time of the Final Request for payment.
- 6.5 City shall have the right to verify the details set forth in County's billings, certificates, and statements, either before or after payment by (1) inspecting the books and records of County at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing County's business employees; (4) visiting any place where performance of all or a portion of the Project occurs; and (5) other reasonable action.
- 6.6 Requests for payment shall be submitted to the City quarterly to the attention of: City Manager, City of Independence, 555 South Main Street, Independence, OR 97351. Final invoices are due no later than thirty (30) days following completion of the Work covered by this Agreement.

7. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

7.1 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- 7.1.1 Complete the Work outlined in Exhibit A to deliver the Project.
- 7.1.2 Maintain the preliminary schedule for tasks established in Exhibit B as amended by the parties, as needed. It is acknowledged by both parties that delays related to environmental, permitting or right-of-entry concerns or other delays beyond the control of the County could delay this schedule.
- 7.1.3 Provide progress updates on both the schedule set in Exhibit B and budget established in Exhibit C.
- 7.1.4 Hold regular Project progress meetings with City approximately monthly or as mutually agreed upon by City and County.
- 7.1.5 Attend up to 2 community meetings as requested by City.

7.2 UNDER THE TERMS OF THIS AGREEMENT, CITY SHALL:

- 7.2.1 Coordinate and communicate with internal City staff.
- 7.2.2 Provide access to available Project information, recommendations and goals.
- 7.2.3 Notify County of any known delays above and beyond the control of County.
- 7.2.4 Review of County progress to verify adherence to County's scope of work and delivery schedule.

- 7.2.5 Provide appropriate and timely review of Project deliverables supplied by County to verify they are consistent with Project objectives and the requirements of County's scope of work.
- 7.2.6 Hold regular Project progress meetings with County approximately monthly.
- 7.2.7 Perform all public outreach and involvement tasks identified in Exhibit A.

8. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the Work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

9. FEDERAL FLOW-DOWN CLAUSES

- 9.1 This Agreement is subject to the terms and conditions of the Grant Agreement dated August 28, 2024, between the City and the U.S. Department of Transportation (Exhibit E) including but not limited to compliance with the applicable requirements of part 200 of Title II of the Code of Federal Regulations ("2 CFR part 200") and the U.S. Department of Transportation implementation of those requirements at 2 CFR part 1201.
- 9.2 Exhibit D contains flow-down requirements from the Grant Agreement, and the County agrees to comply with these special conditions and will work closely with the City to support its compliance with the Grant Agreement.

10. OWNERSHIP AND USE OF DOCUMENTS

- 10.1 All drawings, specifications, computations, sketches, data, photographs, tapes, renderings, models, publications, products of the Work, and other materials particular to the Work prepared by County or County's sub-Contractors ("Work Material"), are the property of the City and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 10.2 All Work Materials prepared pursuant to this Agreement are a "work made for hire" under United States copyright law. The City shall be the exclusive owner of all copyright and proprietary rights to the Work Materials.

11. INDEMNIFICATION

Each Party shall indemnify, defend, save, and hold harmless the other Party and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the Party, its officers, agents, or employees performing under this Agreement.

12. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

13. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

14. INSURANCE

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

15. MERGER CLAUSE

Parties concur and agree that this Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

16. NOTICES

Any notice required to be given the City or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For City:
City of Independence
555 S. Main Street
Independence, OR 97351
irvine.shawn@ci.independence.or.us

For County:
Public Works Department
5155 Silverton Rd NE
Salem, OR 97305
spreszler@co.marion.or.us

17. SIGNATURES

This Agreement and any changes, alterations, modifications, or amendments shall be effective on the date that it is executed by each signatory identified for each Party.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: Brian Nicholas 08/21/2026
Brian Nicholas (Aug 21, 2026 12:12:59 PDT)
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: [Signature] 08/21/2026
Marion County Contracts & Procurement Date

CITY OF INDEPENDENCE

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT A SCOPE OF WORK

Period of performance shall be for the term stated in Section 5, Term and Termination unless otherwise agreed upon by both Parties, and County will be responsible for providing all the services, materials, equipment, facilities, and personnel required to provide services in support of the Chestnut Bridge (the “Project”).

County shall, on behalf of and at the direction of the City and its authorized representatives:

A. Phase 1 Project Initiation

- i. City-County Subrecipient Agreement: A draft will be developed by the City with input from the County. The agreement will be approved by the City Council and County Board of Commissioners.
- ii. City-County Kick-off Meeting: A meeting will be held between City and County staff to go over Project details, expectations, schedule, and respective roles and responsibilities.
- iii. Surveying: The first order of work will be to have a survey of the area completed so that layout and design can begin as soon as possible. The County will contract for the surveying with input from the City.
- iv. Consultant Selection: An RFP will be issued by the County for a consultant to provide services the County will not be performing with County staff, such as environmental and geotechnical tasks. The consultant chosen will also be responsible for providing the independent structural check of the bridge. Consultant selection will be a joint decision between the City and County with the County holding the contract.
- v. Oregon Department of Transportation (ODOT) Intergovernmental Agreement (IGA) and Notice to Proceed (NTP): ODOT will be responsible for the agreement, which will be signed by ODOT, the City and the County. Once the agreement is fully executed, ODOT will issue NTP, which will start the environmental process.
- vi. Environmental Prospectus: ODOT will complete the environmental prospectus with input from the County on project details.
- vii. ODOT/Environmental Kick-off Meeting: A separate kickoff meeting will be held between ODOT, City, County and the Consultant project manager to discuss the project goals and environmental requirements for the project.

B. Phase 2 Design Acceptance Package (DAP)

- i. DAP Plan Development: County Staff will be developing the DAP plans with input from the City and other stakeholders through periodic reviews and Project

Development Team (PDT) meetings. Plans will also be developed in close coordination with the environmental specialists to ensure that the design meets all environmental parameters and commitments.

- ii. Right of Entry Approvals: County staff will obtain rights-of-entry from property owners from whom access will be required to complete the needed environmental studies. County will work with the City to address any concerns from property owners.
- iii. Type, Size and Location (TS&L) Bridge Design: County staff will be performing the bridge design with input from the structural checking consultant on the design prior to finalizing the TS&L report.
- iv. TS&L Report: County staff will complete the TS&L report with input from the City and other stakeholders, including environmental specialties.
- v. DAP Environmental Studies: All the studies listed below will be performed by ODOT approved specialists within their respective fields and will be approved by ODOT and other resource agencies as applicable.
 - a. Archaeological
 - b. Historic
 - c. Biological
 - d. Wetland
 - e. Hazmat
- vi. DAP Geo/Hydro Studies
 - a. Geotechnical: Geotechnical studies and designs will be completed by a geotechnical consultant with expertise in bridge and roadway designs. The County bridge designer will work closely with the geotechnical engineer to ensure the structure and roadway designs meet the requirements established by the geotechnical study.
 - b. Hydraulics, Stormwater Management and Water Quality: County staff will complete the Stormwater Management and Water Quality design and may complete the hydraulics study. The Hydraulics study might also be completed by a qualified consultant. The County will work with the City to ensure that all City requirements relating to hydraulics, stormwater management and water quality treatment are met.
- vii. DAP Review and Completion
 - a. Compile Draft DAP Package: County staff will assemble the draft DAP package with input from other specialties such as environmental and geotechnical.
 - b. Public Involvement: City and County will hold a public meeting to discuss the project design, scope, schedule and budget. At the meeting the public will be given the opportunity to ask questions and provide input on the design.
 - c. Draft DAP Review and PDT Meeting: The draft DAP will be distributed by

the County to the City, ODOT and other stakeholders for input. The County will keep a log of comments received along with design team responses before incorporating any comments into the Final DAP. The package will be sent out a minimum of 2 weeks prior to the PDT meeting to allow time for review by various stakeholders. The PDT meeting will be a hybrid meeting with the option to attend virtually.

- d. Review Draft DAP Comments, Prepare Final DAP: The County will work with City to incorporate actionable comments into the final DAP package. The County will assemble the final DAP package for submittal to ODOT.
- e. Submit Final DAP to ODOT Local Agency Liaison (LAL) and ODOT Regional Environmental Coordinator (REC): County will submit final DAP along with a public involvement and public outreach log.
- f. PCE Completed: ODOT REC will complete the PCE closeout document with input and any needed clarifications from the County design team and City.

This project will complete Phase 1 Project Initiation and Phase 2 Design Acceptance Package (DAP) for a New Bridge Construction project. This will include the following deliverables:

1. **Metric 1: Promote the proposed increased connectivity that will be provided by the completed project.**

Task 1.1: The City of Independence will design and distribute promotional materials related to the project.

2. **Metric 2**

Metric 2a: Advance procurement of consultants by issuing a Task Order (sub-recipient agreement) to consultant under contract.

Task 2.1: Draft sub-recipient agreement and provide to RTA team for review

Task 2.2: Fully executed sub-recipient agreement complete

Metric 2b: The City will participate in 3 workshops/webinars related to federal processes, project development requirements, and/or other topics to expand staff knowledge/skills sets related to the project with County assistance.

Task 2.3: Complete training and report date, topic, and training provider

3. **Metric 3 –**

Metric 3a: The City will Host a community meeting

Task 3.1: The City of Independence will host a community meeting to provide information and opportunity for project feedback from the public.

Metric 3b: Conduct stakeholder roundtable

Task 3.2: The City of Independence will host a stakeholder roundtable (Public Involvement Process) to provide information and opportunity for project feedback from the public.

4. **Metric 4: Final Design Acceptance Documents**

Task 4.1: Issue Final Design Acceptance Package (DAP)

Task 4.1.1: Bridge Type, Size and Location Study

Task 4.1.2: Environmental Studies

Task 4.1.3: Geo/Hydro Studies

Task 4.1.4: Compile Draft DAP

Task 4.1.5: Review Draft Design Acceptance Package

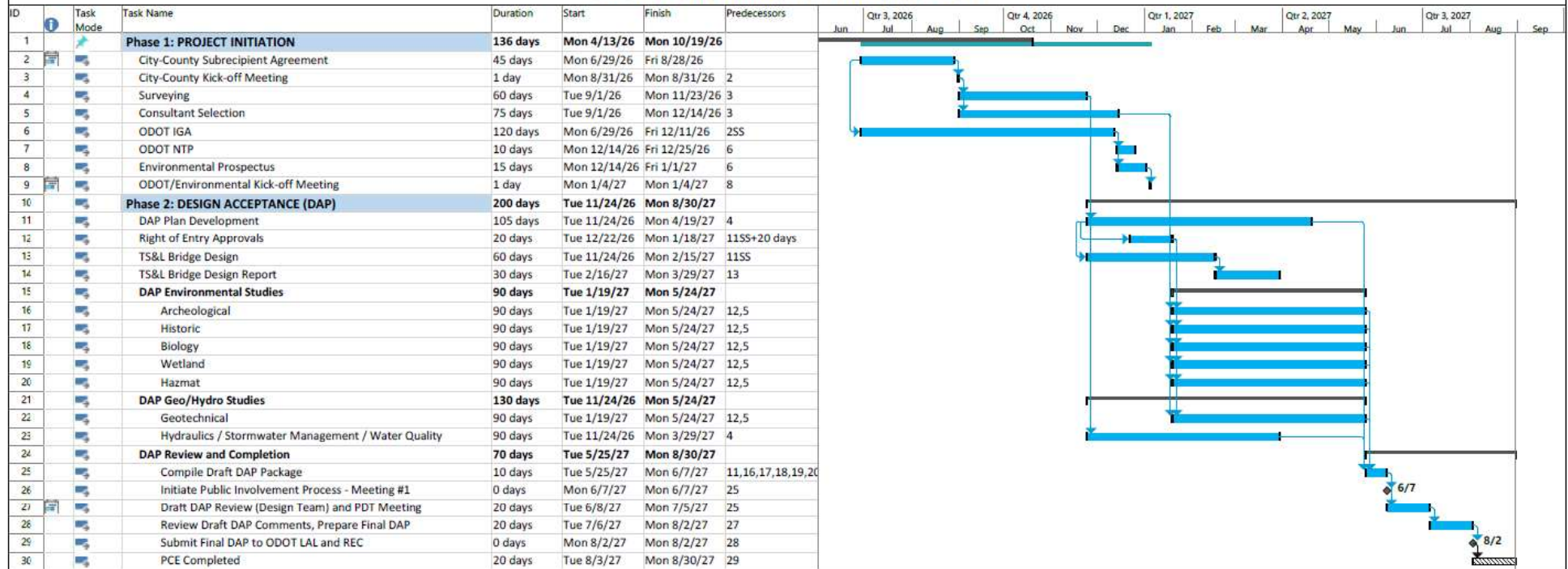
Task 4.1.6: Submit Final DAP

EXHIBIT B SCHEDULE

The schedule and milestone dates provided herein are preliminary estimates based on information available at the time of preparation. Actual commencement, progress, and completion dates are subject to change due to project conditions, City and County mutual decisions, permitting and approval processes, unforeseen site conditions, changes in scope, and other factors beyond reasonable control. The City and County mutually reserve the right to revise the schedule as necessary throughout the course of the Project.

1. **09/16/2024 - 06/01/2027**
 - A. Metric 2b: The City will participate in 3 workshops/webinars related to federal processes, project development requirements, and/or other topics to expand staff knowledge/skills sets related to the project, with County assistance.
2. **4/13/2025-10/19/2026**
 - A. Project Initiation: Certified on Behalf of (COBO) agreement and Intergovernmental Agreement (IGA) fully executed with ODOT; notice to proceed issued by ODOT.
3. **07/01/2026-12/31/2027**
 - A. Metric 1: Promote the proposed increased connectivity that will be provided by the completed project.
 - B. Metric 2a: Advance procurement of consultants by issuing a Sub-recipient agreement.
4. **09/28/2026-06/30/2027**
 - A. Metric 4: Draft Design Acceptance Documents
 - i. Task 4.1.1: Bridge Type, Size and Location Study
 - ii. Task 4.1.2: Environmental Studies
 - iii. Task 4.1.3: Geo/Hydro Studies
 - iv. Task 4.1.4: Compile Draft DAP
5. **02/08/2027-06/30/2027**
 - A. Public Involvement Process
 - i. Metric 3a: Host a community meeting
 - ii. Metric 3b: Conduct stakeholder roundtable
6. **07/01/2027-09/30/2027**
 - A. Metric 4: Final Design Acceptance Documents
 - i. Review Draft Design Acceptance Package
 - ii. Submit Final DAP

CHESTNUT ST: S FORK ASH CR PROJECT SCHEDULE



The schedule and milestone dates provided herein are preliminary estimates based on information available at the time of preparation. Actual commencement, progress, and completion dates are subject to change due to project conditions, City and County mutual decisions, permitting and approval processes, unforeseen site conditions, changes in scope, and other factors beyond reasonable control. The City and County mutually reserve the right to revise the schedule as necessary throughout the course of the Project.

Project:
Date: Tue 5/26/26

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 1

EXHIBIT C
PAYMENT FOR SERVICES

The anticipated cost for the Scope of Work identified in Exhibit A is **not to exceed \$363,500.00**. Of this amount, up to \$320,000.00 will be funded through Rural and Tribal assistance Pilot Program Grant Agreement. Additional funding sources will be utilized to cover the remaining balance after the grant funds have been fully expended. Notwithstanding the total project cost, the Subrecipient's reimbursement under this Agreement shall not exceed \$363,500.00, inclusive of all funding sources, unless amended in writing by both parties. The line-item costs and total cost are **estimates only** and are not intended to set a limit for the cost of individual items or the total to complete the work. Where an hourly rate is shown the County will bill in one-hour increments.

A. Phase 1: PROJECT INITIATION

iii.	City-County Subrecipient Agreement	\$0	
iv.	City-County Kick-off Meeting	\$1,000	
v.	Surveying	\$60,000	
vi.	Consultant Selection	\$10,000	
vii.	ODOT IGA	\$0	
viii.	ODOT NTP	\$0	
ix.	Environmental Prospectus	\$2,000	
x.	ODOT/Environmental Kick-off Meeting	\$1,000	
	Subtotal Phase 1		\$74,000.00

B. Phase 2: DESIGN ACCEPTANCE (DAP)

xi.	DAP Plan Development	\$60,000	
xii.	Right of Entry Approvals	\$2,000	
xiii.	TS&L Bridge Design	\$10,000	
xiv.	TS&L Bridge Design Report	\$2,500	
xv.	DAP Environmental Studies		
xvi.	Archeological	\$20,000	
xvii.	Historic	\$20,000	
xviii.	Biology	\$20,000	
xix.	Wetland	\$15,000	
xx.	Hazmat	\$20,000	
xxi.	DAP Geo/Hydro Studies		
xxii.	Geotechnical	\$75,000	
a.	Hydraulics / Stormwater Management / Water Quality	\$20,000	
xxiii.	DAP Review and Completion		
xxiv.	Compile Draft DAP Package	\$10,000	
a.	Initiate Public Involvement Process - Meeting #1	\$5,000	
b.	Draft DAP Review (Design Team) and PDT Meeting	\$5,000	
c.	Review Draft DAP Comments, Prepare Final DAP	\$4,000	
d.	Submit Final DAP to ODOT LAL and REC	\$1,000	
e.	PCE Completed	\$0	
	Subtotal Phase 2		\$289,500.00

EXHIBIT D

FEDERAL GRANT AGREEMENT FLOW DOWN REQUIREMENTS

The County agrees to comply with the following special terms and conditions which are contained in the Grant Agreement between the U.S. Department of Transportation and the City of Independence (the “City”) which is providing funding for the Project.

1. **CONTINGENCY.** The payment of funds to the County under the terms of this Agreement shall be contingent on the receipt of such funds by the City from the applicable federal funding source and shall be subject to County’s continued eligibility to receive funds under the applicable provisions of federal laws and the Grant. If the amount of funds that the City receives from the federal funding sources is reduced, the City reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. The City reserves the right to deny payment for County’s expenditures for allowable costs where invoices and/or other reports are not submitted by the deadlines outlined within the IGA, Section 6 Funding and Billing, or within 45 days of a calendar month.
2. **FEDERAL DEBARMENT.** County represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency. County acknowledges that it is prohibited from doing business with any organization or person (County, key employee, consultant, fellow or seminar/workshop participant) if they have been debarred or suspended by any federal department or agency. County must include this requirement in all written agreements; documenting transactions related to this Agreement.
3. **TRAVEL COSTS.** This Agreement incorporates the requirements of 2 CFR 200.475. All travel activities require prior approval from the USDOT, as per 2 CFR 200.407. Generally, travel costs under this Agreement must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the County in its regular operations as the result of the County’s written travel policy. If the County does not have written travel policies established, the County and its sub-contractors shall follow the travel policies in the 2 CFR 200.475 Federal Travel Regulation and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
4. **DELIVERABLES/PUBLICATIONS.**
 - a. County shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the County represents. No release of information relating to this Agreement may state or imply that the US Government approves of the County’s work products or considers the County’s work product to be superior to other products or services. The County must include the following acknowledgment and disclaimer in all deliverables, press, and publications concerning the Grant.
 - i. Acknowledgement: “This material is based upon work supported, in whole or in part, by Federal award number 69A6212450021 awarded to the City by the U.S.

Department of Transportation.”

- ii. Disclaimer: “The substance and findings of the work are dedicated to the public. Neither the United States Government nor any of its employees make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately- owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s), the U.S. Government, or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, DOT or any Federal agency.”
- b. County must obtain prior USDOT approval for any public information releases concerning this Agreement which refer to the Department of the Transportation or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval. County must provide a digital copy of any public information releases concerning this Agreement.

5. **OMB CIRCULARS AND OTHER REGULATIONS.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- a. Code of Federal Regulations/Regulatory Requirements:
 - i. *2 CFR Part 182 & 1401*, “Government–wide Requirements for a Drug–Free Workplace”; *2 CFR 180 & 1400*, “Non–Procurement Debarment and Suspension”, previously located at *43 CFR Part 42*, “Governmentwide Debarment and Suspension (Non-Procurement)”;
 - ii. *43 CFR 18*, “New Restrictions on Lobbying”;
 - iii. *2 CFR Part 175*, “Trafficking Victims Protection Act of 2000”;
 - iv. *FAR Clause 52.203–12, Paragraphs (a) and (b)*, Limitation on Payments to Influence Certain Federal Transactions;
 - v. *2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS)*; and
 - vi. *2 CFR Part 170*, “Reporting Subawards and Executive Compensation.”

6. **NON–DISCRIMINATION.**

- a. Compliance with Regulations. The County will comply with the Acts and the Regulations relative to Non- discrimination in Federally assisted programs of the U.S. Department of Transportation, the Build America Bureau, as they may be amended from time to time, which are incorporated by reference and made a part of this Agreement.
- b. Non-discrimination. The County will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The County will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the County for

work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the County of the contractor's obligations under this contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

- d. Information and Reports: The County will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a County is in the exclusive possession of another who fails or refuses to furnish the information, the County will certify to the City or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a County's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - i. withholding payments to the County under the contract until the County complies; and/or
 - ii. cancelling, terminating, or suspending a contract, in whole or in part.
- f. Acts and Regulations. The County agrees not to not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The County agrees not to participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21. During the performance of this Agreement, the County, for itself, its assignees, and successors in interest agrees to comply with Federal non-discrimination Acts and Regulations; including but not limited to those listed below.
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21;
 - ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iii. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 - iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
 - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - vi. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- viii. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49C.F.R. Parts 37 and 38;
 - ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low- income populations;
 - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq); and
 - xiii. *Department of Transportation Civil Rights assurances required by 49 C.F.R. §§ 21.7 and 27.9.*
- g. Incorporation of Provisions. The County will include the provisions of paragraphs a through g in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The County will take action with respect to any subcontract or procurement as the City or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the County becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the County may request the City to enter into any litigation to protect the interests of the City. In addition, the County may request the United States to enter into the litigation to protect the interests of the United States.

7. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** All County financial and programmatic records, supporting documents, statistical records, and other Agreement-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337. The County will provide all information and reports required by any Federal law or regulation and associated directives and will permit access to the County’s books, records, accounts, other sources of information, and its facilities as may be determined by the City or USDOT to be pertinent to ascertain compliance with such Federal law or regulation and associated directives. Where any information required of a County is in the exclusive possession of another who fails or refuses to furnish the

information, the County will so certify to the City or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

8. **PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING.** Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
9. **COUNTY EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.**
 - a. This Agreement and employees working in conjunction with this Agreement will be subject to the whistleblower rights and remedies in the Pilot Program for Enhancement of Protection Against Reprisals established at 41 U.S.C. 4712.
 - b. The County shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
 - c. The County shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).
10. **CONFLICT OF INTEREST.**
 - a. The County must establish safeguards to prohibit its employees and subcontractors from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The County is responsible for notifying the City in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the County or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the County and/or County's employees and subcontractors in the matter.
 - b. The City will consult with the USDOT to determine if a conflict of interest exists. If a conflict of interest exists, the USDOT will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the USDOT in writing.
 - c. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of this Agreement. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

11. **MINIMUM WAGES UNDER EXECUTIVE ORDER 14026 (JANUARY 2015).** This Agreement is subject to Executive Order 14026 and the regulations issued by the Secretary of Labor in 29 CFR part 23 pursuant to the Executive Order. Each worker (as defined in 29 CFR 23.20) engaged in the performance of this Agreement or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 14026. Beginning on January 1, 2023, the Executive Order 14026 minimum wage rate that generally must be paid to workers performing work on or in connection with this agreement is \$16.20 per hour.
12. **CONFERENCES AND TRAININGS.** This Agreement incorporates the requirements for meetings, retreats, seminars, symposiums, workshops or events whose primary purpose is the dissemination of technical information under a Federal award under 2 CFR 200.432, including the regulations referenced in the same section, and the related USDOT standards and approvals for at: <https://www.transportation.gov/mission/budget/departments-transportation-conference-policy>.
13. **REMEDIES FOR NONCOMPLIANCE.** This Agreement incorporates the remedies for noncompliance included at:
 - a. 200.339 Remedies for noncompliance.
 - b. 200.340 Termination.
 - c. 200.341 Notification of termination requirement.
 - d. 200.342 Opportunities to object, hearings, and appeals.
 - e. 200.343 Effects of suspension and termination.
14. **FEDERAL ASSISTANCE ASSURANCES.** The County hereby agrees that, as a condition of receiving any Federal funding under this Agreement, it will certify that it will comply with the following assurances, which will be signed separately but are incorporated into this Agreement:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters;
 - b. Requirements Regarding Delinquent Tax Liability or a Felony Conviction Under Any Federal Law;
 - c. Recipient Policy to Ban Text Messaging While Driving – DOT Order 3902.10;
 - d. Certification Regarding Drug-Free Work-Place Requirements;
 - e. Certification for Compliance with the Trafficking Victims Protection Act (TVPA) of 2000; and
 - f. Certification Regarding Lobbying.
15. **ENVIRONMENTAL ACTS.** County agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
16. **PROHIBITION ON PURCHASE OF SERVICES OR EQUIPMENT FROM HUAWEI TECHNOLOGIES COMPANY OR ZTE CORPORATION.** County agrees not to procure or obtain services or equipment from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) in accordance with Public Law 115–232, section 889.

17. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** County agrees to the greatest extent practicable to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
18. **BILLING REQUIREMENTS.**
- a. Documentation submitted with payment requests. The following documentation must accompany any requests for payment:
 - i. The voucher number, grant agreement award number, funding source, and work plan number or name. A single voucher must include costs for work plans under the same award; a voucher must not include work plans associated with different awards.
 - ii. Total amount of the payment request for the voucher, the bill period, and amount by work plan.
 - iii. The following certification statement: “I certify that the data contained in this document, as well as any information provided in the accompanying voucher, are true, correct, actual, and that all outlays were made in accordance with the grant agreement conditions and applicable Regulations. I also certify that County and/or consultants have certified to the same certification statements, and the certifications on file for future inspection and audit.”
 - b. Program-specific documentation of actual costs, including reports from the County’s financial management system, which must be supported by the documents in the County’s program files. Unless exempted by 2 CFR, the County must generate reports from its financial management system supporting and documenting salaries, wages, travel, and all other payments for each employee, contractor personnel, and consultant that conducted work under the subject voucher. The report(s) supporting payment requests must include:
 - i. The grant agreement award number, funding source, and work plan number or name.
 - ii. Dates of the activities/actual costs by work plan.
 - iii. The name and position/title of each employee, County personnel, and consultant by work plan; dates with applicable hours worked; the compensation rate attributable to the employee, contractor personnel and consultant; and travel costs by each employee, contractor personnel, and consultant. Do not include individuals, such as senior management or other staff, whose costs are included in the indirect cost rate calculation.
 - iv. Actual activity, not estimates of activity, of each employee, contractor personnel and consultant.
 - v. The federally-approved indirect cost rate used, and the total indirect costs.
 - vi. If applicable, the approved G&A rate used, and the total G&A rate costs.
 - vii. A cumulative amount of funds expended by work plan and by the award.
 - viii. A cover page with the voucher number, grant agreement award number, funding source, current and historic cumulative totals by work plan number and by award

EXHIBIT E

Rural and Tribal Assistance Pilot Program- Grant Agreement

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GRANT AGREEMENT TERMS AND CONDITIONS

This Grant Agreement (“Agreement”) funds and sets out the terms and conditions (“Provisions”) governing a collaborative effort between the Department of Transportation (“DOT”) and the City of Independence (“Recipient”).

This is a cost reimbursement Grant Agreement. The responsibility for conducting activities under this Agreement lies primarily with the organization named in this Agreement (“Recipient”). DOT, through its designated representatives, shall consult and coordinate in the conduct of the activities performed during the period of this Agreement. By signing the signature page, the Recipient accepts the terms and conditions, as stated.

APPLICABLE AUTHORITIES

Unless otherwise noted, this Agreement incorporates the provisions from DOT’s Notice of Funding Opportunity (NOFO) **for Rural and Tribal Assistance (RTA) Pilot Program** for the Fiscal Year 2022 and 2023, the Recipient’s federal assistance application submitted in response to the NOFO, and the documents submitted to DOT to execute this Agreement.

This Agreement requires the Recipient to comply with the applicable requirements of part 200 of Title II of the Code of Federal Regulations (“2 CFR part 200”) and the DOT’s implementation of those requirements at 2 CFR part 1201. Program Evaluation is encouraged for grant recipients and subrecipients, however is not required.

ADDITIONAL AUTHORITIES

The authority for funding this Agreement incorporates Public Law No. 117-58, the Consolidated Appropriations Act, 2022.

SUBPART A. GENERAL PROVISIONS

The purpose and scope of this Agreement is to provide early-stage development assistance for rural and tribal infrastructure projects consistent with the Budget Details of the award and the eligible activities and requirements outlined in the NOFO, as amended by this Agreement. All activities, services, and products completed under this Agreement must align with this general scope and purpose. The Recipient is expected to implement the project via a proposal and quarterly reporting, which require collaboration with and approval by DOT’s Grant Management Specialist (“GMS”) and DOT’s Grant Technical Advisor (“GTA”). Approved work products are incorporated by reference in this Agreement. The award must not be used in the implementation of any other matters not set forth in this Agreement, except as may be reasonably related or incidental to the implementation of the purpose and scope of this Agreement.

Definitions

This Agreement applies and incorporates the same meaning of terms, defined directly, or incorporated by reference, in the NOFO and at 2 CFR 200.1, unless otherwise specified within the applicable and additional authorities (above) or within these Provisions.

Order of Precedence

In the event of an inconsistency in the provision or execution of this Agreement, the following order of precedence applies: (a) applicable Federal laws and regulations, (b) these Provisions, and (c) work products approved by DOT.

Flow Down Requirement

The Recipient is legally and financially responsible for all aspects of the activities funded under this Agreement, including funds provided to contractors (including consultants) and subrecipients as referenced in 2 CFR 200.332. Further, as required by 2 CFR 200.327, in all applicable contracts, the Recipient must include and require compliance with the provisions at Appendix II of 2 CFR part 200.

Period of Performance

The Period of Performance (POP) for this Agreement is included on the award document signature page. Performance period extensions shall be made consistent with 2 CFR 200.308 and 2 CFR 200.309.

Contracting

Prior approval of all contracting services will be required in coordination with DOT's Grant Program Manager ("GPM"), along with final DOT Grant Program Manager ("GPM") approval. Procurements for and contracts with grantee-contracted advisors procured for this award must comply with the requirements set forth in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; also refer to contractor determinations in 2 CFR 200.331.

Budget

DOT's financial obligations to the Recipient will not exceed the amount of federal funding awarded to date, as reflected on the signature page of this agreement. DOT is not liable for any costs the Recipient incurs in anticipation of receiving additional funds from DOT or any costs the Recipient incurs in a manner inconsistent with the terms of this Agreement.

Budget Period

The budget period for the award is 24 months in length beginning on the start date of the performance period. The Recipient is authorized to expend funds awarded based on DOT- approved work products. Requested budget period extensions for both the award and the work product must be made consistent with 2 CFR 200.308.

Cost Sharing or Matching Funds

There is no requirement for cost sharing or matching the federal funds for this program. The Federal share of the cost of activities carried out by the Recipient under this Agreement is 100 percent.

Role of the Recipient

The Recipient must:

- (1) Comply with the terms and conditions of this Agreement;
- (2) Collaborate with DOT staff in implementation and monitoring of the project, including identifying specific metrics and deliverables within the first 90 days of Period of Performance;
- (3) Comply with RTA deliverable table below:

Deliverable	Approximate Due Date	Section 508 Compliant?
Kick-off Meeting Conduct a kick-off meeting with DOT at a mutually-agreed-upon location.	Within 4 weeks of Period of Performance Start Date	No
Project Management Plan The Recipient shall submit to DOT's GTA for approval a Project Management Plan, which shall incorporate the Performance Goals and Measurements and include, at a minimum: a) A Statement of Work, with a description of Tasks and Sub-Tasks by which the project work activities will be organized, executed, and monitored; b) A Project Schedule (Gantt Chart or equivalent) displaying begin and end times for each Task and Sub-Task, plus achievement of Project Milestones; c) A Project Budget, displaying planned expenditures for each Task, with a further breakdown by Cost Element for each Task, and by the federal share vs. non-federal share, if applicable. d) A description of major Project Milestones, including key Reports, start of operations of important systems or subsystems, and other important deliverables or events; e) A Risk Management Plan, which includes identification and assessment and of all known risks, assignment of risk roles and responsibilities, processes for monitoring and controlling risks, and a risk registry;	Within 45 days of Period of Performance Start Date	No
Quarterly Performance Reports Submit progress reports to document activities performed, anticipated activities, progress toward meeting the Performance Goals and Measurements, and any changes to schedule or anticipated issues. Meetings to discuss the report and project status will be coordinated and scheduled by the Grant Technical Advisor.	Quarterly in accordance with Fiscal Year schedule	No
Annual Report Submit a report to the Build America Bureau that describes the findings and effectiveness of the program. The specific format and contents of this report shall be discussed during the kickoff meeting and approved by the GTA.	On the anniversary date of Period of Performance start and annually thereafter	Yes

Role of DOT's Grant Program Director (GPD)

The GPD is the DOT official authorized to execute and/or administer this award. The GPD is identified as the DOT official on the award document. The GPD is responsible for approving awards and amendments that obligate or de-obligate funds, suspending and terminating awards, and performing other responsibilities that are set forth in this Agreement.

Role of DOT's Grant Program Manager (GPM)

The GPM is responsible for oversight of the Grant Management Team (GTA & GMS) activities to include but not limited to, all financial and administrative aspects of the award and all business management aspects of the award.

Role of DOT's Grant Technical Advisor (GTA)

The GTA will have overall responsibility for monitoring the conduct and progress of the project, including conducting site visits, and reviewing financial and performance reports with the Grant Management Specialist (GMS) and other appropriate DOT staff. The GTA will provide substantial input, in collaboration with both the Recipient and DOT subject matter experts, in the planning and implementation of work products approved by the Grant Team. The GTA will provide written recommendations to the Grant Team regarding work product approval and performance period extensions.

Role of DOT's Grant Management Specialist (GMS)

The GMS is responsible for all financial and administrative aspects of the award. The GMS will also assist the GTA in monitoring the conduct and progress of the project, including conducting site visits, and reviewing financial and performance reports. Further, the GMS will ensure that the award is operated in compliance with this Agreement. Questions concerning the applicability of regulations and policies to this Agreement, and all requests for required prior approvals, such as requests for permission to expend funds for certain items, should be directed to the GMS. Required approvals, including work product approvals, must be provided in writing to the Grant Team to include: GPD, GPM, GTA, & GMS. The GMS will be responsible for communicating the required approvals.

Degree of DOT Involvement

The DOT anticipates Federal involvement with the Recipient during performance period of this project. The anticipated Federal involvement will include:

- Review of deliverables as defined by the proposal from the community.
- Reviewing draft project documents and plans for approval and comment.
- Reviewing quarterly performance reports and final reports from the recipient.
- Convening quarterly meetings with the recipient to review project activities, schedule, and progress toward the scope of work.
- Identifying relevant federal technical assistance programs aligned with the Rural and Tribal Assistance Pilot Program efforts to share with grantee as additional funding, finance, and technical assistance opportunities.
- Assigning federal agency staff to serve as liaisons with grantee.
- Reviewing changes in key personnel.
- Reviewing and approving or scope changes.
- Oversight of ongoing compliance with applicable federal regulations.
- Budget oversight, including reviewing and reimbursing monthly invoices for incurred costs and receiving notification when budgets are 50% and 90% expended.

Monitoring and Reporting Requirements

- (1) **Requirements.** This Agreement incorporates the reporting requirements of 2 CFR 200.512 (Report submission), 2 CFR 200.328 (Financial reporting), 2 CFR 200.329 (Monitoring and reporting program performance), and 2 CFR 200.330 (Reporting on real property). Accordingly, the reporting frequencies are identified below. DOT may adjust these frequencies to respond to award management deficiencies or to implement requirements of the applicable authorities. Failure to comply with these reporting requirements is considered a material noncompliance.

Reporting Requirements for Recipients	Frequency
Project Management Reporting • Performance Report • Financial Report (SF-425)	Q Q
Closeout Reporting • Final Performance Report • Final Property Report (SF-428 & SF-428B)	F F
Other Reporting (where applicable) • Intellectual Property Report • Invention Report • Equipment/Property Report (SF-428) • Annual Financial Statement Audit (not the same as a Single Audit)	A Y Y RA
A – Within a week after the event F – Final; within 120 calendar days after the performance period or termination of this Agreement, whichever is first. Q – Quarterly; within the 30 days following the end of the Federal fiscal year quarters Y – Yearly; within 90 calendar days after the end of the annual report period RA – Within 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the audit period.	

- (2) **Performance reporting.** The Recipient will include the requirements of the “Performance Goals and Measurements” provision, of this Agreement, in its work products and track for inclusion in its performance report for each work product.
- (3) **Submission to DOT.** The Recipient must submit reports to both the GTA and GMS, in a manner directed by DOT and provided guidance in Attachment 1.
- (4) **Restrictions.** Reports submitted in non-DOT systems must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Site Visits and Desk Review

DOT may perform site visits and desk reviews as per 2 CFR 200.329(f), to monitor project progress, and to ensure full accountability for Federal funds and compliance with this Agreement.

Unauthorized Promotion or Endorsement of Goods or Services

While receiving technical assistance, the Recipient or any of its personnel will not sell or promote its own or any other products or services. Neither the Recipient nor its personnel must neither imply that DOT endorses any product or service produced by non-DOT funding, nor use the name of DOT or any division of DOT to sell any product or service. For funding jointly administered by DOT and another Federal agency, the Recipient provides the same assurances to both agencies.

Work Products

- (1) **Sharing Work Products.** The Recipient agrees to make available to the public the work products produced under this Agreement. Work products will be made publicly available in a manner and location determined by DOT.
- (2) **Draft and Final Products.** The GTA and GMS may review and will accept or deny draft and final products. The Recipient must submit to the GTA and the GMS draft and final products developed under this Agreement. DOT will determine the manner in which products are

submitted. Deliverables, quotations therefrom, paraphrasing, and disclosures of draft or interim findings must not be published by the Recipient or other participants in the work without DOT approval. In addition, except for open-source code, DOT reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work products, in whole or in part (including creating derivative works), for federal government purposes and to authorize others to do so, DOT's license applies to: (1) the copyright in any work developed under this award, sub-award, or contract awarded under this grant agreement; and (2) any rights of copyright to which the Recipient or its personnel, including contractors, purchases ownership with award funds from this Agreement. In addition, DOT may make any work that was developed under this Agreement publicly available by any means without restriction, including on a DOT website, or social media account, as a hard copy, or in electronic form. DOT also reserves the right, at its discretion, not to publish deliverables and other materials (e.g., reports, publications, manuals, and training curricula) developed under this grant agreement as DOT resources.

- (3) **Acknowledgment of Support.** Products, including tools, publications, training materials, and online resources ("material"), developed under this Agreement, may include the DOT's logo, provided the GMS has approved the products and provides written permission to use the DOT logo. In addition, the Recipient must include the following acknowledgment and disclaimer on all products unless another version is authorized:

"This material is based upon work supported, in whole or in part, by Federal award number [insert award number] awarded to [name of Recipient] by the U.S. Department of Transportation."

The substance and findings of the work are dedicated to the public. Neither the United States Government nor any of its employees make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s), the U.S. Government, or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, DOT or any Federal agency.

News Releases

All press releases or public issuances made during the performance period for this Agreement must be reviewed and approved by DOT before release.

Property Standards

The property standards at 2 CFR 200.310 through 200.316, as modified by 2 CFR 1201.313, apply to this Agreement and set forth the requirements for insurance coverage, real property, equipment, supplies, intangible property, and other property.

Intangible Property

- (1) This Agreement incorporates the requirements of 2 CFR 200.315.
- (2) DOT will not retain exclusive rights to technical data, software, and analytic code previously developed by the Recipient or its personnel and used in the performance of work supported by this award. Computer software and "open-source" code available to the public prior to the work

of this award may remain in the public domain.

Computer Software

- (1) Software, especially computer software used for online products, must be commercially available off-the-shelf.
- (2) Requests for exceptions to computer software standards must be submitted in writing to DOT.

Record Retention and Access to Records Monitoring

This Agreement incorporates the requirements at:

- 200.334 Retention requirements for records.
- 200.335 Requests for transfer of records.
- 200.336 Methods for collection, transmission, and storage of information.
- 200.337 Access to records.

Restrictions on Public Access to Records and Privacy Act

This Agreement incorporates the requirements of 2 CFR 200.338. In the event of improper use or disclosure of protected personally identifiable information, the Recipient agrees to immediately report the incident to the GMS.

Performance Goals and Measurements

To implement 2 CFR 200.301, 2 CFR 200.329, and the applicable authorities, in collaboration with the responsible DOT parties to this Agreement, the Recipient will develop a Project Management Plan based on the following performance measures. The Recipient must propose, track and report project accomplishments in a Quarterly Performance Report against the following performance measures:

Goal	Metric
Goal 1: Provide benefits to the community through transportation projects.	• <i>Promote the proposed increased connectivity that will be provided by the completed project.</i>
Goal 2: Increase grant recipient's capacity, knowledge, and skills to execute transportation projects.	• <i>Advance procurement of consultants by issuing a Task Order to consultant under contact</i> • <i>Participate in 3 workshops/webinars related to federal processes, project development requirements, and/or other topics to expand staff knowledge/skills sets related to the project</i>
Goal 3: Engage, educate, and listen to the community throughout the project planning process.	• <i>Host a community meeting</i> • <i>Conduct stakeholder roundtable</i>
Goal 4: Advance the transformational project(s) closer to delivery.	• <i>Final Design Documents</i>

SUBPART B. FINANCIAL PROVISIONS

Basic Considerations

This Agreement, including the work products, incorporates the basic cost principles of 2 CFR part 200:

- 200.402 Composition of costs.
- 200.403 Factors affecting allowability of costs.
- 200.404 Reasonable costs.
- 200.405 Allocable costs.
- 200.406 Applicable credits.
- 200.407 Prior written approval (prior approval).
- 200.408 Limitation on allowance of costs.
- 200.409 Special considerations.
- 200.410 Collection of unallowable costs.
- 200.411 Adjustment of previously negotiated indirect (F&A) cost rates containing unallowable costs.

Failure to provide adequate supporting documentation may result in a determination by DOT that those costs are unallowable.

Labor Rates

This Agreement incorporates the labor rate submitted in the recipient's cost estimate. These rates are used for the purposes of determining reasonableness of direct labor costs, in accordance with 2 CFR part 200, including 2 CFR 200.404. All direct labor costs charged to this award require DOT approval, unless otherwise authorized by the GMS.

Indirect Costs

- (1) This Agreement incorporates the requirements of 2 CFR 200.414 and the NOFO.
- (2) If indirect costs are included in the budget, the applicant must include documentation to support the indirect cost rate it is using. The Recipient is only entitled to reimbursement of indirect costs. The Recipient may use a current Federally-approved and negotiated indirect cost rate agreement with DOT concurrence. If the recipient does not have a negotiated indirect cost rate agreement, it must submit its first indirect cost rate proposal to its cognizant federal agency for review and approval. The Recipient may elect to use, if eligible, the 10 percent de minimis rate per 2 CFR 200.414(f).
- (3) If the Recipient is seeking reimbursement of indirect costs, the Recipient is responsible for maintaining an approved rate for the life of the award. The Recipient is required to reconcile the difference between its provisional indirect cost rate and final rate for the same year. The Recipient is not entitled to more than the unspent award amount, for underpayments.
- (4) To implement 2 CFR 200.414(h), OMB Memorandum M-21-03 directs the Recipient's cognizant agency to submit to USASpending.gov its federally negotiated indirect rate, distribution base, and rate. DOT may require the Recipient to confirm compliance.

Pre-Award Costs

The Recipient will incur pre-award costs at its own risk, after the date of the DOT selection announcement and prior to the start date of the award performance period.

The incurrence of pre-award costs in anticipation of an award imposes no obligation on DOT either to make the award or to increase the amount of the approved budget, if the award is made for less than the

amount anticipated and is inadequate to cover the pre-award costs incurred.

Program Income

Pursuant to 2 CFR 200.307(e)(2), any program income earned during the award period, as a result of award activities, must be added to the funds committed to the award and used to further eligible activities supported by this Agreement. Program income earned after the award must be returned to the Federal government. Before using program income, any affected work product shall be revised and approved by DOT to include the use of program income.

Profit or Fee

No increment (fee or profit) above cost may be paid to the Recipient or subrecipient under this award, except as otherwise expressly provided by law. The term “subrecipient” does not include the Recipient’s procurement of goods and services, such as maintenance contracts for equipment or facilities, contracts for communication services, etc.

Federal Payment

- (1) **Payment Method.** Payment by reimbursement is the only payment method under this Agreement. This Agreement incorporates the payment requirements of 2 CFR 200.305. The Debt Collection Improvement Act of 1996 requires payment be made by electronic funds transfer. Electronic transfer shall be made from DOT’s Delphi system to the Recipient’s bank account on file with DOT. DOT will reimburse labor and direct costs incurred by the recipient, including subcontractor. See attachment 4 for billing requirements.
- (2) **Labor and Direct Costs.** DOT will reimburse labor and direct costs incurred by the recipient, including subcontractor. Capacity Builders should maintain a system for recording all project costs. Invoices may be transmitted to DOT monthly.
- (3) **Reimbursement Limitation.** DOT financial obligations to the Recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the Recipient incurs costs in anticipation of receiving additional funds from DOT, it does so at its own risk.
- (4) **Timing of Submittals.** Invoices should be transmitted to DOT monthly with a completed SF270, all corresponding invoices, and timesheets.
- (5) **Payment approval.** Consistent with 2 CFR 200.305(b)(3), DOT will determine approval of payment requests submitted through Delphi as soon as practical, but not later than 30 days after the Recipient’s request is received, unless the billing is improper, or an extenuating circumstance requires additional DOT time to approve a payment request.
- (6) **Unauthorized Drawdown of Federal Funds.** The Recipient must immediately refund DOT any amounts drawn down in excess of the authorized amounts. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOT interest earned on advances drawn in excess of disbursement needs and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable. The GPD, in collaboration with the Technical Assistance Division, will determine the appropriate refund method.

Financial Management and Internal Controls

This Agreement incorporates the financial management systems requirements in 2 CFR 200.302, and internal controls set forth in 2 CFR 200.303.

Audit

- (1) **Single or Program-Specific Audits.** This Agreement incorporates the audit requirements of 2 CFR 200.501, 2 CFR 200.514 and 2 CFR 200.507.

DOT may require the Recipient to complete a Program-Specific Audit in accordance with 2 CFR 200.507. Audits must be guided by Appendix XI of 2 CFR part 200.

- (2) **Financial Statement Audit Required.** DOT may require the Recipient to have an annual financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).
- (3) Audits must be submitted in a manner either described at 2 CFR 200 Subpart F or reference in this Agreement, within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. This requirement applies to all Recipients, including commercial and not-for-profit organizations.
- (4) Failure to comply with these audit requirements is considered material noncompliance.
- (5) DOT will reimburse the Recipient for eligible costs associated with audits allowed by this Agreement as indicated within the Recipient's award budget.

Transportation and Travel

This Agreement incorporates the requirements of 2 CFR 200.475. All travel activities require prior approval from the GPM, as per 2 CFR 200.407.

SUBPART C. MISCELLANEOUS PROVISIONS

Administrative, National and Department Policy Requirements

The Recipient hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will certify that it will comply with the assurances listed in Attachment 5 of this agreement. The Recipient must sign each of the assurances located in Attachment 5. The assurances attached cover the following:

- Certification regarding debarment, suspension, and other responsibility matters
- Requirements regarding delinquent tax liability or a felony conviction under any federal law
- Recipient policy to ban text messaging while driving - DOT Order 3902.10
- Certification regarding drug-free work-place requirements
- Compliance with the Trafficking Victims Protection Act (TVPA) of 2000 and implementing regulations in 2 CFR 175
- Lobbying and 49 CFR 20

Prior Written Approvals

The Agreement incorporates and applies the prior approval requirements of 2 CFR 200.407 to the entire project, including changes to the award and the associated work product. The Recipient must comply with 2 CFR 200.407 before incurring certain costs under the award, including costs incurred pursuant to a work plan.

Key Personnel

Definition. "Personnel" means employees of the Recipient, or any contractor(s), or team members, and consultants engaged by any of those entities.

The key personnel specified in the Recipient's application are considered essential to the work being performed under this Agreement. Any change to the key personnel assigned to a work product or included in the Recipient's application is considered a revision of program plans and requires compliance with 2 CFR 200.407 and advance written notice to and approval by the PM. The notice must include a revised application along with a justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the award or work product.

Procurement

The Recipient's process for acquiring goods and services under this award must comply with 2 CFR 200.317 through 200.326, as modified by 2 CFR 1201.317. A agreements executed by the Recipient must comply with this Agreement, as applicable, and include the contract provisions set forth in Appendix II to 2 CFR part 200, as applicable to the contract. The recipient will need to submit specific procurement documents for review prior to the entering into agreements with contractors and consultants. The documents include but are not limited to solicitations, specifications, contract agreements and any other document requested by DOT.

Subawards

The use of sub-awards is subject to the specific written, prior approval of DOT. Any subaward made by a Recipient must comply with the requirements in 2 CFR 200.331- 200.333. When making subawards, the Recipient must comply with the reporting requirements of 2 CFR 170. This requirement provides guidelines for reporting of information on subawards and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006.

In-Person Conferences, Trainings, and Other Events

This Agreement incorporates the requirements of 2 CFR 200.432, including the regulations referenced in the same section, and the related DOT standards.

System of Award Management and Unique Entity Identifier Requirements

This Agreement incorporates the requirements of 2 CFR part 25, including Appendix A to part 25, which includes the requirement for the Recipient to maintain an active registration in the System of Award Management (www.sam.gov). An active SAM registration with the unique entity identifier (UEI) is required until the Recipient submits its final financial report or receives the final payment under this Agreement, whichever is later. The Recipient may not make a subaward to any entity that has not provided its unique entity identifier number.

Remedies for Noncompliance

This Agreement incorporates the remedies for noncompliance included at:

- 200.339 Remedies for noncompliance.
- 200.340 Termination.
- 200.341 Notification of termination requirement.
- 200.342 Opportunities to object, hearings and appeals.
- 200.343 Effects of suspension and termination.

Objections, Hearings and Appeals

The Recipient may object to any remedy for noncompliance as outlined in 2 CFR 200.342, the Recipient may submit written objections or appeals to DOT via email, within 60 days of an initial DOT decision. A decision from the GPD or the appropriate DOT senior executive official shall be the final decision of

DOT.

Suspension of Agreement

DOT may suspend this Grant Agreement by giving written notice of this suspension to the City of Independence, instructing the Recipient not to incur additional obligations, or disburse funds, pending the Recipient's action to correct violations of the terms and conditions of this Grant Agreement.

Failure by the City of Independence to take the corrective actions specified in the Notice of Suspension within thirty (30) days of receipt of said notice may result in termination of this Grant Agreement.

Termination of Agreement

The provisions for termination of this agreement are outlined in 2 CFR 200.340. DOT may terminate this agreement if the Recipient fails to comply with the terms and conditions of this agreement. DOT may also terminate this agreement if the agreement no longer effectuates the program goals or agency priorities. The Recipient may terminate this agreement upon sending to DOT written notification setting forth the reasons for such termination.

Termination/Expiration of Agreement Procedures

DOT may provide additional time and/or resources to closeout upon expiration or termination of this Grant Agreement. The Recipient must provide DOT a written report detailing all open business within five (5) days of expiration or termination of this Grant Agreement.

Non-Discrimination

The Recipient hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which The Recipient receives Federal financial assistance.

The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement and are located in Attachment 6. The assurances in Attachment 5 must be executed and signed by the recipient with a separate signature in addition to the recipient's signature for this agreement.

Closeout

This Agreement incorporates the requirements of 2 CFR 200.344. DOT will initiate the administrative closeout of the grant agreement after receiving evidence that all technical work and administrative requirements have been completed. The Recipient shall furnish all required documents in support of the closeout of the grant agreement within the timeframes requested by the Government. The anticipated timeframe to complete administrative closeout of the grant agreement will not exceed six (6) months.

After-the-Award Requirements

This Agreement incorporates the requirements of 2 CFR 200.345 and 2 CFR 200.346 for post-closeout adjustments and the collection of amounts due.

ENTIRE AGREEMENT

This document embodies the entire Agreement between the City of Independence and the DOT. This Grant Agreement may be amended, altered, or any of its provisions waived only in writing and signed by both parties. **The agreement will become effective when all parties have signed. The effective date of this agreement will be the date this agreement is signed by the last party.**

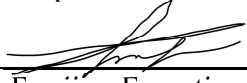
PARTIES EXECUTING THIS GRANT AGREEMENT

Award and Obligation Amount: \$320,000.00

Period of Performance: September 16, 2024 – September 15, 2026

This Grant Agreement is entered on this 28th day of August, 2024 by the United States Department of Transportation, Build America Bureau, District of Columbia.

By:



Morteza Farajian, Executive Director
Build America Bureau
U.S. Department of Transportation

This Grant Agreement is entered by name of Grantee.

By:



Shawn Irvine
(Signature)
Shawn Irvine

(Print Name)

Date: 8/28/24
(month/day/year)

Title:

Acting City Manager

ATTACHMENT 1. U.S DEPARTMENT OF TRANSPORTATION CONTACT INFORMATION

All responses to provisions of this Agreement, which require communication with DOT, should be sent using the contact information below.

E-mail: RuralandTribalTA@dot.gov

For regular and overnight delivery:

Rural and Tribal Assistance Pilot Program
Build America Bureau
Department of Transportation
1200 New Jersey Ave SE
Washington, DC 20590

ATTACHMENT 2. RECORD RETENTION

Financial Records Financial Status Reports
Final Financial Status Report
Requests for Reimbursements
Copies of Audits (federal and private)
Copies of Audit Responses
Copies of all tax reports filled with the IRS, state, and local governments

Deposits and Receipts

Monthly Bank Statements and Reconciliations

Written Procedures for Spending Funds

All Contracts:

- Contracts with Other Groups

- Consultant Contracts

- Insurance Policies

- Service/Maintenance Contracts

- Sole Source Contract Justifications

- Construction Contracts

- Bid Documents

- Performance Bonds

- Indirect Cost Documentation

Chart of Accounts

Ledgers

Cash Disbursement Journals

Payroll Register for Each Employee

Supporting Documentation for All Expenditures:

- Purchase Orders

- Vouchers Receipts

- Petty Cash Vouchers

- Deposit Receipt for Petty Cash Reconciliation

- Travel Reimbursement (with receipts where applicable)

- Time and Attendance Records

- Price Quotations

Equipment Inventory Listing

Nonprofit Parent or Sponsoring Organization Records

Articles of Incorporation

- Corporate Charter with a Nonprofit Status

- Constitution and By-laws

- Federal Charitable Organization Designation (501(c)(3))

- FICA Waiver of Exemption

- List of Board Members

- Monthly/Quarter/Annual Reports (whichever is applicable)

- Minutes of Board Meetings

- All Pertinent Correspondence Related to Work Under Award

- Copy of Written Personnel Policies

Project Records

Approved Work Products

Approved Budget Narratives

Grant Award Notice

Special Conditions

Program Modification Requests

Budget Modification Requests

Award Adjustment Notices

Copies of Required Quarterly Reports (Narrative and Financial)

Copy of Close-out Documents (Narrative and Financial)

Pertinent Correspondence Related to This Award (incoming and outgoing)

Lists of Work Force/Advisory/Community Organization Meetings Related to the Performance of Work under the Award

Evaluations Conducted as Required by the Award

Letters of Appreciation

Personnel Folders:

 Resumes

Letters of Employment

 Documentation of Pay Raises

Nondisclosure Agreement(s)

ATTACHMENT 3. BILLING REQUIREMENTS

Not more than ninety (90) days following service delivery related to each DOT-approved work products, the Recipient of this Agreement is required to submit payment requests for allowable costs incurred. Payment requested must be submitted to DOT at a frequency that is not less than once every Federal fiscal year quarter. Payment requests that are not submitted timely must include a justification for the delayed submission. Payment requests for actual costs incurred must comply with the allowable cost standards of this Agreement.

All payment requests from the Recipient must be submitted to DOT and approved by DOT using the Delphi eInvoicing system.

1. Documentation submitted with payment requests. The following documentation must accompany any requests for payment of eligible technical assistance services provided:
 - a. The voucher number, grant agreement award number, funding source, and work product plan number or name. A single voucher must include costs for work product under the same award; a voucher must not include work product associated with different awards.
 - b. Total amount of the payment request for the voucher, the bill period, and amount by work product.
 - c. The following certification statement: "I certify that the data contained in this document, as well as any information provided in the accompanying voucher, are true, correct, actual, and that all outlays were made in accordance with the grant agreement conditions and applicable Regulations. I also certify that all contractors and/or consultants have certified to the same certification statements, and the certifications on file for future inspection and audit."
 - d. Program-specific documentation of actual costs, including reports from the Recipient's financial management system, which must be supported by the documents in the Recipient's program files. Unless exempted by 2 CFR, the Recipient must generate reports from its financial management system supporting and documenting salaries, wages, travel, and all other payments for each employee, contractor personnel, and consultant that conducted work under the subject voucher. The report(s) supporting payment requests must include:
 - i. The grant agreement award number, funding source, and work product number or name.
 - ii. Dates of the activities/actual costs by work product.
 - iii. The name and position/title of each employee, contractor personnel, and consultant by work product; dates with applicable hours worked; the compensation rate attributable to the employee, contractor personnel and consultant; and travel costs by each employee, contractor personnel, and consultant. **Do not** include individuals, such as senior management or other staff, whose costs are included in the indirect cost rate calculation.
 - iv. Actual activity, not estimates of activity, of each employee, contractor personnel and consultant.
 - v. The federally-approved indirect cost rate used, and the total indirect costs.
 - vi. If applicable, the approved G&A rate used, and the total G&A rate costs.
 - vii. A cumulative amount of funds expended by work product and by the award.
 - viii. A cover page with the voucher number, grant agreement award number, funding source, current and historic cumulative totals by work product number and by award.

2. File documentation. In addition to the applicable record retention items included in Attachment 3 or elsewhere in this Agreement, the Recipient must maintain, at a minimum, the following documentation in its files and the documentation must be available for DOT review during an on-site monitoring visit, for submission when the Grants Team or GPD request particular documentation for remote monitoring purposes, and for submission when the GTA, GMS or GPD request particular documentation to assess payment requests from the Recipient:
 - a. Documentation to support salary costs, such as timesheets signed by the responsible supervisory official having knowledge of the activities performed by the employee and by the employee, or an electronic equivalent. In signing, the supervisor and employee would be verifying that the technical assistance activities were performed and that the report is true and accurate.
 - b. For direct costs, invoices/receipts to support the charge for the costs and a certification for these costs. Documentation or an electronic equivalent signed by the employee who incurred the costs indicating the expense was incurred pursuant to the subject technical assistance activities.
 - c. Copies of invoices submitted by the contractor/consultant along with the contract. The invoices should include the dates of services, the hours worked attributable to the services, the rate of compensation, the nature of the services provided, an itemized list of other costs, if any, the office for which the services were performed, and the total billed amount.
 - d. For contractor costs, a certification signed by the contractor who incurred the costs indicating the expense was incurred pursuant to the subject technical assistance activities.
 - e. Employees' and contractors' work products and related documents, such as trip reports, minutes/notes of meetings, and collateral reports.
- Delphi eInvoicing System for DOT Financial Assistance Awardees: Subject to the requirements in 2 CFR 200, payments will be made after receipt of required modal reporting forms. Each payment request must be made electronically via the Delphi eInvoicing System.

The following are the procedures for accessing and utilizing the Delphi eInvoicing System:

1. Recipient Requirements
 - a. Recipients (organization participating in Grant Agreement) must have internet access to register and submit payment requests through the Delphi invoicing system.
 - b. Recipients must submit payment requests electronically and DOT Operating Administrations must process payment requests electronically.
 - c. Recipients must submit at a minimum the required forms (SF270) and supporting documentation (receipts, itineraries, travel documentation, and event agendas) and obtain approval by the GMS prior to uploading invoices into the Delphi system for payment.
 - d. All invoices must be uploaded into the Delphi system electronically by the 10th of each month if the Recipient would like to be reimbursed within the same month.
 - e. All eligible expenses must be submitted to DOT within 60-days of being incurred to receive reimbursement, unless otherwise authorized by DOT. Failure to submit eligible expenses for reimbursement within 60-days may result in the disapproval of the expense reimbursement request.
 - f. All invoices that have been submitted, approved, and paid will not be adjusted or recalculated by DOT staff to reimburse for miscalculated rates provided by the City of Independence.

- g. It is the responsibility of the Recipient to provide, calculate and invoice correctly for all internal staff salaries. Changes or adjustments will not be made once final invoices have been submitted by the recipient and paid by DOT.
 - h. The Recipient shall follow the invoice/payment process for the close out of the grant agreement with DOT.
 - i. The Recipient shall not submit request for payment for any costs accrued outside the agreement timeframe of Period of Performance.
2. System User Requirements
- a. DOT will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then invite the Recipient to sign up for the system.
 - b. DOT will send the Recipient a form to verify the Recipient's identity. The Recipient must complete the form and present it to a Notary Public for verification.
 - c. The Recipient will return the notarized form to:
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125
3. The DOT will validate the form and email a user ID and password to the Recipient. Recipients should contact the Operating Administration's grants office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>)

ATTACHMENT 4. U.S. DEPARTMENT OF TRANSPORTATION AND FEDERAL ASSURANCES

Attachment 4.1 CERTIFICATION REGARDING DEBARMENT SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring DOT approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 and 2023 Rural and Tribal Assistance Pilot Program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 and 2023 Rural and Tribal Assistance Pilot Program, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, 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;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior DOT approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

- a. The prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing this ASSURANCE, the Recipient agrees to comply with 2 C.F.R. Parts 180 and 1200 and the requirements listed above.

City of Independence
(Name of Recipient)

By **Shawn Irvine**
(Signature of Authorized Official)

Digitally signed by Shawn Irvine
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ou=Economic development,
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Date: 2024.08.28 15:55:00 -07'00'

DATED **8/28/24**

Attachment 4.2
REQUIREMENTS REGARDING
DELINQUENT TAX LIABILITY OR A FELONY CONVICTION
UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or grant agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, grant agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “**SAM**”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
 - a. Certify whether the entity has a Tax Delinquency; and
 - b. Certify whether the entity has a Felony Conviction.
4. **Prohibition.** If
 - a. the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
 - b. an entity provides an affirmative response to either certification in section 3; or
 - c. an entity’s certification under section 3 was inaccurate when made or became inaccurate after

being made
then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- a. If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- b. If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- c. If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- a. require the SAM check in section 2;
- b. require the certifications in section 3;
- c. include the prohibition in section 4; and
- d. require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

By signing this ASSURANCE, the Recipient also agrees to comply with USDOT Order 4200.6 and the requirements listed above.

City of Independence
(Name of Recipient)
Shawn Irvine
By _____
(Signature of Authorized Official)
DATED **8/28/24** _____

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Date: 2024.08.28 15:55:22 -07'00'

Attachment 4.3

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

1. Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of Attachment 5.3, “Motor Vehicles” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of Attachment 5.3, “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of Attachment 5.3, “Text messaging” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of Attachment 5.3, the “Government” includes the United States Government and State, local, and tribal governments at all levels.

2. Workplace Safety. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:
 - a. adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - i. Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - ii. Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
 - b. conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
3. Subawards and Contracts. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving.

City of Independence
(Name of Recipient)
Shawn Irvine
By _____
(Signature of Authorized Official)
DATED **8/28/24** _____

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ou=Economic development,
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Date: 2024.08.28 15:56:10 -0700

Attachment 4.4
CERTIFICATION REGARDING DRUG-FREE WORK-PLACE REQUIREMENTS

1. The Recipient named in this agreement certifies that it will establish and continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about—
 - i. The dangers of drug abuse in the workplace;
 - ii. The Applicant's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a).
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will—
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the Federal agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction, Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant or cooperative agreement.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The Applicant's headquarters are located at the address shown in sam.gov.

Signature of Authorized Official

Shawn Irvine

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ou=Economic development,
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DATED **8/28/24**

Attachment 4.5
TRAFFICKING IN PERSONS

2 C.F.R. PART 175

- a. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 1200.
- b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 1200.
- c. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
5. "Recipient" and "subrecipient" include for-profit entities for the purpose of Attachment 5.5 only.

By signing this ASSURANCE, the Recipient certifies that it has read and understands the provisions listed above.

Signature of Authorized Official

Shawn Irvine

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DATED 8/28/24

Attachment 4.6 LOBBYING

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her 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 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.

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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned 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 shall certify and disclose accordingly.

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.

Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Official

Shawn Irvine

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DATED 8/28/24

ATTACHMENT 5. NON-DISCRIMINATION ASSURANCES

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting an application and by entering into this agreement under the FY 2022 and 2023 Rural and Tribal Assistance Pilot Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Build America Bureau, it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the Build America Bureau.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 and 2023 Rural and Tribal Assistance Pilot Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with

the FY 2022 and FY 2023 Rural and Tribal Assistance Pilot Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients,

contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 and 2023 Rural and Tribal Assistance Pilot Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 and 2023 Rural and Tribal Assistance Pilot Program.

City of Independence
(Name of Recipient)

By **Shawn Irvine**
(Signature of Authorized Official)

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DATED **8/28/24**

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Build America Bureau), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the OST may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), Section 21205 of Division B of the BIL (Rural and Tribal Infrastructure Advancement), the Regulations for the Administration of FY 2022 and FY 2023 Rural and Tribal Assistance Pilot Program, and the policies and procedures prescribed by the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER
THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

Contract Review Sheet

Contract for Services

IT-3051-19 - Am7Title: **Sheriff's Office Records and Jail Management System**Contractor's Name: **Executive Information Services, Inc.**Department: **Sheriff's Office**Contact: **Kristy Witherell**Analyst: **Sandra Fixsen**Phone #: **(503) 373-4402**Term - Date From: **July 15, 2020**Expires: **September 30, 2029**Original Contract Amount: **\$ 950,500.00** Previous Amendments Amount: **\$ 579,787.00**Current Amendment: **\$ 438,842.76** New Contract Total: **\$ 1,969,129.76** Amd% **107%**Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%Source Selection Method: **20-0261 Multi Step RFP**RFP# **IT254-19**

Description of Services or Grant Award

Amendment #7 is adding \$438,842.76 in funding for ongoing software and maintenance support and extending the contract through September 30, 2029. Total contract amount of \$1,969,129.76.

Original Contract - Sheriff's Office Records and Jail Management System. The total amount of this contract is \$950,500 through 9/30/2026.

Amendment #1 - Updated the agreed upon delivery schedules. There is no money tied to this amendment.

Amendment #2 - Added LEDS to the system, which adds \$46,695.00 to the contract.

Amendment #3 - Moved the MCSO into Maintenance and Support through 9/30/2026 and added \$452,244.00 to the contract.

Amendment #4 - added \$34,880.00 to the Tyler CFS Import Process Statement of Work into the contract to establish an interface with the City of Salem's new system.

Amendment #5 - Added \$29,432 to the contract to pay the latest invoice. The total contract amount is \$1,513,751.00 through September 30, 2026. Due to previous change orders to this contract that were not properly amended, this contract ran out of money before the end of the term.

Amendment #6 - Added \$16,536 to the contract. Updating NIBR State Reporting System to adhere to the new NIBR technical specifications in the amount of \$8,000. Adding Pocket Property software licenses, services and first year support in the amount of \$8,536. The new contract total through September 30, 2026 is \$1,530,287.00.

Desired BOC Session Date: **9/9/2026**Contract should be in DocuSign by: **8/19/2026**Agenda Planning Date: **8/27/2026**Printed packets due in Finance: **8/25/2026**Management Update: **8/25/2026**BOC upload / Board Session email: **8/26/2026**BOC Session Presenter(s) **Commander Matt Wilkinson**Code: **Y**

REQUIRED APPROVALS


Finance - Contracts **08/17/2026**
Date
Contract Specialist **08/17/2026**
Date
Legal Counsel **08/23/2026**
Date
Chief Administrative Officer **08/24/2026**
Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 9, 2026

Department: Public Works

Title: Contract PW-5569-23, Amendment 2 to Guaranteed Maximum Price with Slayden Constructors

Management Update/Work Session Date: 8/25/2026 Audio/Visual aids ☐

Time Required: 5 Contact: Tsige Woldegiorgis Phone: 503-588-5036

Requested Action:

Approve Amendment No. 2 to the Gauranteed Maximum Price Amendment to the Construction Management - General Contractor (CMGC) Contract PW-5569-23 with Slayden Constructors, Inc., increasing the GMP in the amount of \$2,475,895.00, from \$38,677,753.00 to \$41,153,648.00, for construction of the North Santiam Canyon Sewer Project.

**Issue, Description
& Background:**

Under Agreement SR2240, OBDD awarded \$50M in American Rescue Plan Act (ARPA) funds to Marion County for the purpose of constructing wastewater system improvements in the North Santiam Canyon. The Project has an existing contract with Slayden Constructors, Inc. to construct a municipal wastewater treatment facility in Mill City and septsics systems in canyon cities under very aggressive funding deadlines. Amendment No. 2 to the GMP to PW-5569-23 will authorize Slayden Constructors, Inc. to construct Kane's Marina sewer improvements, Fairview Street - Kingwood Avenue sewer improvements and replace guardrail along North Santiam Highway (OR22) in Detroit.

Financial Impacts:

Amendment No. 2 to the GMP increases the Guaranteed Maximum Price by \$2,475,895.00, from \$38,677,753.00 to \$41,153,648.00. This is a budgeted expense in the current fiscal year in the 135 Public Works Grants Fund.

**Impacts to Department
& External Agencies:**

This contract results in no impacts to other County departments.

List of attachments:

PW-5569-23, Amendment No. 2 to GMP

Presenter:

Brian Nicholas

**Department Head
Signature:**

BNicholas

Digitally signed by BNicholas
Date: 2026.08.25 12:15:36 -07'00'

Contract Review Sheet

Public Improvement Agreements

**PW-5569-23 Am2 to
GMP**

Title: ARPA - CMGC - North Santiam Canyon Sewer Project

Contractor's Name: Slayden Constructors, Inc.

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: Execution

Expires: December 31, 2026

Original Contract Amount: \$ 375,218.00

Previous Amendments Amount: \$ 38,302,535.00

Current Amendment: \$ 2,475,895.00

New Contract Total: \$ 41,153,648.00

Amd% 10868%

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

Source Selection Method: 20-0260 Request for Proposal

RFP# PW1258-23

Description of Services or Grant Award

Construction Manager General Contractor (CM/GC), to engage in the following services: Construction management, constructability review, Value Engineering, CPM scheduling and schedule analysis, construction and construction procurement, bidding and administration of subcontracted work, commissioning and all related CM/GC services related to the North Santiam Canyon Sewer Project. **Early Work Amendment No. 1** adds \$103,259.00 to original contract for clearing for surveying and test pits, excavation and backfill test pits. **1st Amendment to EWA No. 1** changes scope of work as stated in Early Work Amendment No. 1. **Early Work Amendment No. 2** adds \$1,621,567.00 for the procurement of long lead time equipment. **Early Work Amendment No. 3** adds \$2,479,768.00 to purchase essential plant equipment for the Mill City wastewater treatment plant, including a backup generator, motor control center, chemical feed pumps, submersible pumps, packaged odor control system, grit removal system, ultraviolet disinfection system and sludge dewatering press. **Guaranteed Maximum Price (GMP)** - adds \$32,958,791 to contract for full delivery of the construction project. **Am1 to GMP** - adds \$1,139,150.00 to authorize contractor to implement the Alder Street sewer improvement project for a new total of \$38,677,753.00.

Am 2 to GMP - adds \$2,475,895.00 implement the Kane's Marina sewer improvement, Fairview-Kingwood sewer improvement and North Santiam Highway No. 162 ODOT ROW Guardrail replacement between Station C 100+70.23 & C 106+26.62 for a new total of \$41,153,648.00.

Desired BOC Session Date: 9/9/2026

Contract should be in DocuSign by: 8/19/2026

Agenda Planning Date: 8/27/2026

Printed packets due in Finance: 8/25/2026

Management Update: 8/25/2026

BOC upload / Board Session email: 8/26/2026

BOC Session Presenter(s) Tsige Woldegiorgis

Code: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____

**MARION COUNTY
AMENDMENT NO. 2 to GMP AMENDMENT TO CONTRACT PW-5569-23**

**THIS AMENDMENT NO. 2 GUARANTEED MAXIMUM PRICE AMENDMENT IS
BETWEEN:**

OWNER: Marion County, a political subdivision of the State of Oregon,

And

**CONTRACTOR: Slayden Constructors, Inc.
(also referred to herein as “CM/GC”)**

The Project is: North Santiam Canyon Sewer Project

Date of Original CM/GC Contract: September 20, 2023

Date of this Amendment: September 9, 2026

This Amendment Number 2 to the Guaranteed Maximum Price (“GMP”) Amendment, dated May 14, 2025, hereby amends the Contract between the Owner and CM/GC as set forth below. Capitalized terms used but not defined herein shall have the meanings given in the Contract Documents. Except as amended herein, CM/GC Contract PW-5569-23 remains in full force and effect.

1. **GMP Adjustment.** The parties agree that the adjusted GMP for the Project is **\$41,153,648**, consisting of the Estimated Cost of Work (ECOW), the CM/GC Fee, bonds, insurance and taxes, all stated as fixed dollar lump sum amounts, as follows:

Current GMP:	\$38,677,753
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Increase under this amendment:	\$2,475,895
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Revised GMP:	\$41,153,648
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2. **Work Added by Amendment No. 2 to GMP Amendment.** The CM/GC will provide all labor, materials, supervision, coordination, and equipment necessary to complete the Kane’s Marina Sewer Improvement, North Santiam Highway No. 162 ODOT ROW guardrail replacement between Station C 100+70.23 & C 106+26.62 for Ceders sewer improvement in Detroit, Oregon and Fairview-Kingwood sewer line and road improvement in Mill City, Oregon.

Estimated Cost of Work (ECOW)	\$2,237,179
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CM/GC Fee (7.0% of ECOW):	\$156,603
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Bonds, Insurances, Builder’s Risk	\$56,254
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Oregon CATax	\$13,965
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Pre Construction	\$11,894
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Amendment 2 to GMP (Total of	\$2,475,895
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above Categories):

For the purpose of determining the GMP, the ECOW includes CM/GC Contingency, allowances and the costs of all components, systems, constructions, management, supervision, labor, equipment, materials, tools, professional and non-professional services, primary quality control inspection and other Work required for a complete and fully functional Project, capable of being legally occupied and fully used for its intended purposes.

3. **Basis of Amendment No.2 to GMP.** The Amendment to GMP is based on the following Supporting Documents:

- a. CM/GC’s Amendment No.2 to GMP Proposal dated July 31, 2026, and revised August 11, 2026 (incorporated by reference)

- i. Cost Summary (Attachment D.3.i)

- ii. Assumptions & Clarifications (Attachment D.3.ii)
 - iii. Allowance Log (Attachment D.3.iii)
 - iv. CPM Schedule (Attachment D.3.iv)
 - v. Traffic Control Plan (Attachment D.3.v)
- b. North Santiam Highway No. 162 ODOT ROW Guardrail replacement (July 2026) and 90% design for Kane's Marina Sewer (March 2026) Drawing by Keller Associates, Inc.
 - i. Drawing List (Attachment D.3.vi)
 - ii. Individual Drawings (incorporated by reference)
- c. North Santiam Highway No. 162 ODOT ROW Guardrail replacement and Kane's Marina Sewer Improvement Specifications by Keller Associates, Inc.
 - i. Specification List (Attachment D.3.vii)
 - ii. Individual Specifications (incorporated by reference)

CM/GC shall perform all Work in conformance with the GMP Supporting Documents as modified by the final, stamped construction plans and specifications, permit terms and conditions and other applicable Contract documents. GMP Supporting Documents incorporated by reference shall have the same force and effect as though physically attached to this GMP Amendment.

4. Substantial Completion Date. December 31, 2026.

5. Contract Completion Date. June 30, 2027.

6. Tax Compliance Certification. The individual signing on behalf of CM/GC hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of CM/GC, s/he has authority and knowledge regarding CM/GC's payment of taxes, and to the best of her/his knowledge, CM/GC is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 401.792 to 401.816, ORS 320.005 to 320.150 and 403.200 to 403.250, and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620.

(remainder of this page left intentionally blank)

CERTIFICATIONS AND SIGNATURES

SLAYDEN CONSTRUCTORS, INC. (CM/GC)

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

Authorized Representative of CM/GC: _____
Date

Title _____

CCB Registration No.: _____

MARION COUNTY (OWNER)

BOARD OF COMMISSIONERS

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

Contract #PW-5569-23

Attachment D.3.i – Cost Summary

North Santiam Canyon Sewer Project
Kanes Marina
Marion County
90% Design Deliverable GMP

Created By: Slayden Constructors, Inc.

Last Revision:

8/11/2026

Keller Associates - 90% Design Submittal (March 2026)

Keller Associates - North Santiam Highway No. 162 ODOT ROW

Based on: guardrail Replacement (July 2026)

COST OF WORK			
Description		Value	Notes
	Kanes Marina	\$944,972	
	Cedar Guardrail	\$142,207	
Subtotal - Cost of Work		\$1,087,179	
OTHER COSTS			
	Fairview Improvements WWTP to Kingwood	\$1,150,000	ALLOWANCE
Subtotal - Other Costs		\$1,150,000	
SUBTOTAL w/ OTHER COSTS		\$2,237,179	
MARKUPS			
	CM/GC Fee	\$156,603	7.0%
	General Liability Insurance	\$19,150	0.80%
	P&P Bond	\$17,953	0.75%
	Builders Risk	\$19,150	0.80%
	OR CATax	\$13,965	0.57%
Subtotal - Other Costs		\$226,822	
	Preconstruction Effort	\$11,894	
Subtotal - Other Costs		\$11,894	
TOTAL CONSTRUCTION COST		\$2,475,895	

OTHER CONTRACTS			
	Pre-Construction Contract	\$375,218	
	EWA1 - Force Main Clearing & Test Pits	\$103,259	
	EWA2 - SBR & Filter Procurement	\$1,621,567	
	EWA3 - Long Lead Equipment Procurement	\$2,479,768	
	NSCS GMP	\$32,928,791	
	Alder Street	\$1,139,150	
Subtotal - Other Contracts		\$38,647,753	
TOTAL CONTRACT VALUE		\$41,123,648	

Contract #PW-5569-23

Attachment D.3.ii – Assumptions & Clarifications

Attachment D.3.ii - Assumptions & Clarifications

Assumptions and Clarifications

Project:	NSCS Mill City - Kanes Marina & Cedars Guardrail	
Deliverable:	GMP	



8/11/2026

Item No.	Package	Division	Drawing or Specification	Comment	Assumption / Clarification / Exclusion
1	Both	N/A	All	Proposal remains valid for a period of 30 days.	Clarification
3	Both	N/A	All	Amendment is priced as Fixed Price per CM/GC Contract article 3.2.3.	Clarification
4	Both	N/A	Quotes	Pricing is predicated upon selected vendor clarifications as further described in their quotes in section 4 herein.	Clarification
5	Both	N/A	Escalation	It is anticipated by the Parties that as of the date of the Agreement and at the time of GMP pricing, certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price, availability and delivery time frames ("Potential Time and Price-Impacted Material"). The occurrence of these events will be considered an Unavoidable Delay and CM/GC may request a Change Order for increased compensation (in addition to time extension).	Clarification
6	Both	N/A	Hazardous Materials	Estimate excludes hazardous material remediation or disposal, none shown on plans.	Exclusion
7	Both	N/A	Contingency	Proposed amendment does not include additional contingency for this scope of work, but assumes contingency finds already included in the treatment plant GMP will be available for changes in this scope.	Clarification
8	Both	01	Special Inspections	This proposal excludes special inspections including pipe welding & compaction testing per discussions with County (to be provided by third party inspector paid for by the County).	Exclusion
9	Both	01	Start Date	Proposal assumes work to commence on 9/14/26 and septic system construction area to be clear of all occupants.	Clarification
7	Kanes	32	Striping	Proposal excludes and striping on gravel or paved surfaces	Exclusion
8	Cedars	32		We assumed the removal of the existing guardrail and installation of the new guardrail will be performed as separate operations, requiring two mobilizations.	Assumption
9	Cedars	32		It is assumed that there arent any utilities around or below the existing or proposed guardrail alignments.	Assumption
10	Both	31 / 33	Rock & Boulders	Proposal assumes no rock or boulders are encountered. If encountered, costs will be paid T&M from CMGC contingency.	Assumption

Contract #PW-5569-23

Attachment D.3.iii – Allowance Log

Attachment D.3.iii - Allowance Log

Attachment 6.0
Allowance Log

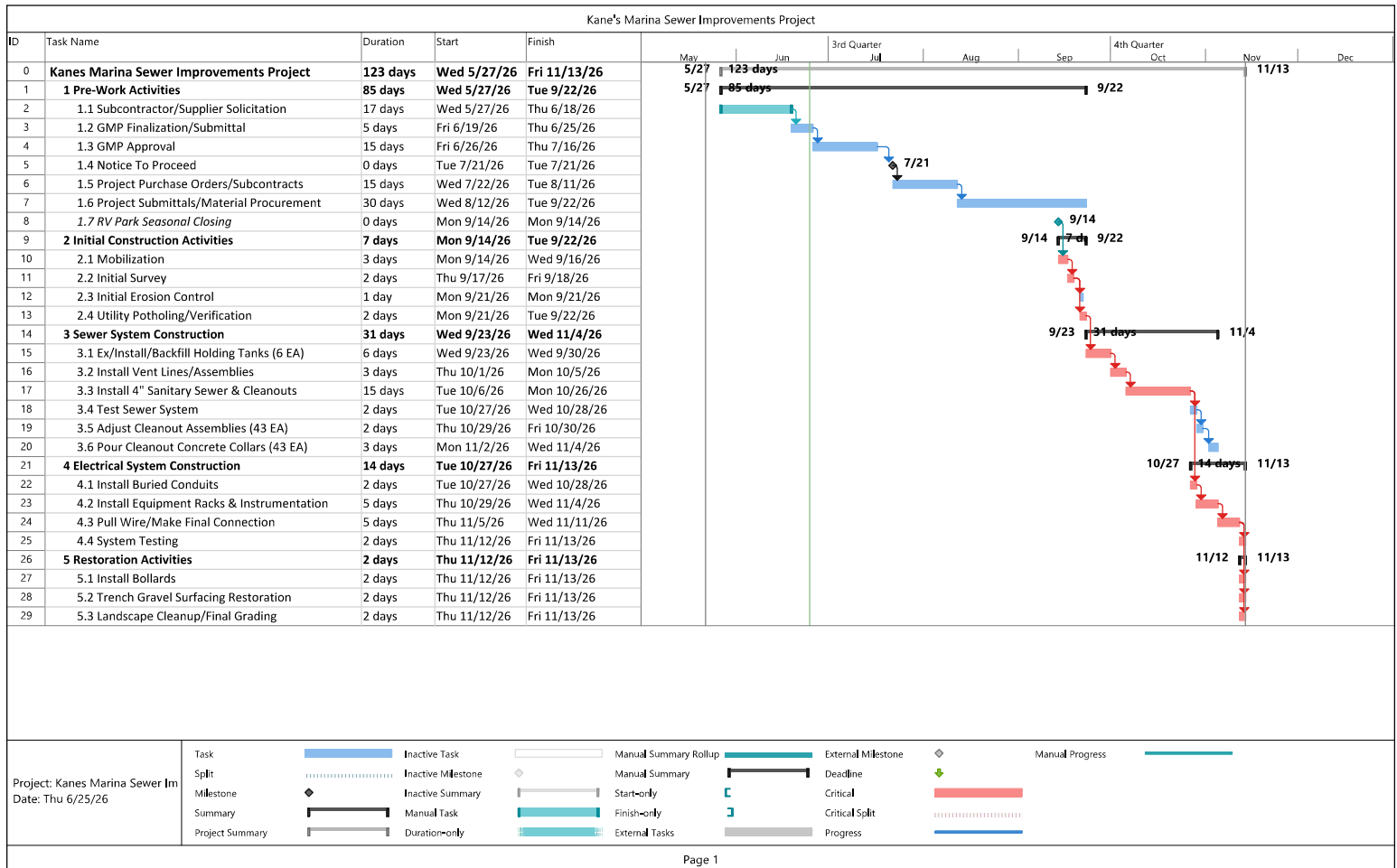
Update: 8/11/2026

HCSS Bid							
Item #	Item	Description	Notes	Quantity	Unit	Unit Price	Total
1	Summary	Fairview Improvements	Fairview Improvements WWTP to Kingwood	1	LS	\$ 1,150,000	\$ 1,150,000
TOTAL							\$ 1,150,000

Contract #PW-5569-23

Attachment D.3.iv – CPM Schedule

Attachment D.3.iv - CPM Schedule

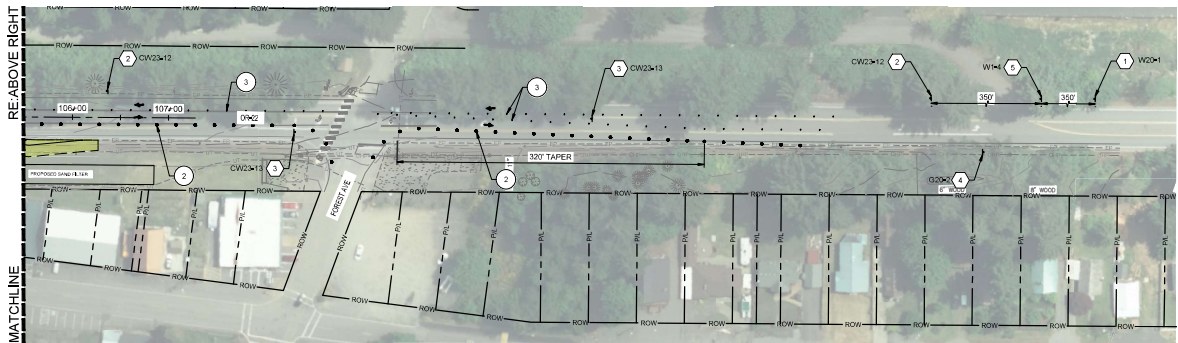
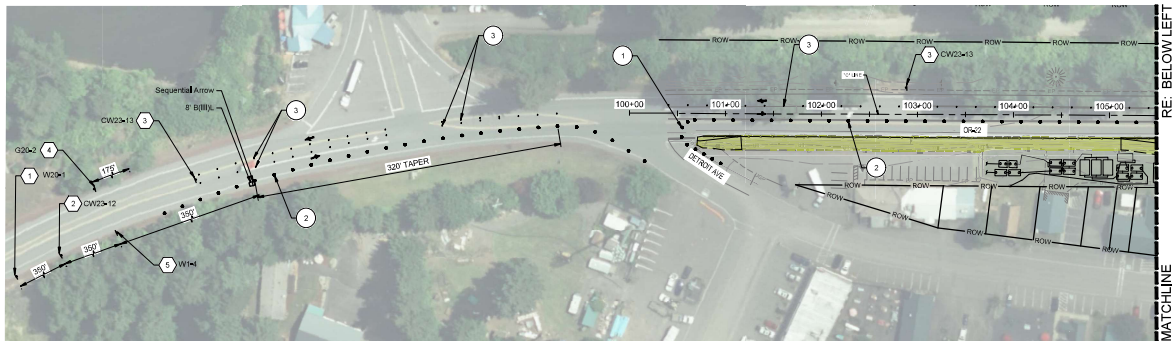


Contract #PW-5569-23

Attachment D.3.v – Traffic Control Plan

Attachment D.3.v - Traffic Control Plan

J:\2021\184 NORTH SAVANNAH CANYON SEWER PROJECT\INPASE & DOWNTOWN COMMERCE BL SEPT 2021\DWG\TRAFFIC CONTROL PLAN\TRAFFIC CONTROL PLAN.DWG
LAST SAVED: 7/10/2021 8:45 AM PLOT: 7/10/2021 2:18 PM



SIGN LEGEND



GENERAL NOTES:

1. All temporary signs may be installed on TSS
2. Install temporary sign at spacing "A" according to ODOT's Dwg. No. TM800 or as directed
3. All sign dimensions shown in inches unless otherwise noted

GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
2. FURNISH MATERIALS WHERE "INSTALL", "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
3. AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIRS NOT INDICATED SHALL BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THE COST SHALL BE INCIDENTAL TO THE CONTRACT.

TRAFFIC CONTROL NOTES

1. Install temporary plastic drums at 10' OC
2. Install temporary plastic drums at 20' OC
3. Install 28" tubular markers at 20' OC

NO.	REVISION	DATE
1	REVISION	07/10/2021

ODOT ROW GUARDRAIL REPLACEMENT
MARION COUNTY (DETROIT)

TRAFFIC CONTROL

DRAWN TO:	CHECK:	DATE:
222194-000	6	7/10/2021

VERIFY SCALE: Scale based on 22x34" prints

1/4" = 10' Notes

SHEET NO. C-500

Contract #PW-5569-23

Attachment D.3.vi – Drawing List

Attachment D.3.vi - Drawing List

DRAWING LIST | 2309 KANE'S MARINA SEWER IMPROVEMENTS PROJECT

DRAWING NUMBER	DRAWING TITLE	PLOT DATE
GENERAL		
G-001	TITLE SHEET	MARCH 2026
G-002	GENERAL NOTES & SHEET INDEX	MARCH 2026
CIVIL		
C-001	CIVIL SYMBOLS & LINE LEGEND	MARCH 2026
C-002	TOPOGRAPHIC SURVEY & CONTROL	MARCH 2026
C-100	SITE OVERVIEW	MARCH 2026
C-101	SEWER ALIHNMENT LOCATIONS	MARCH 2026
C-102	TANK LOCATIONS	MARCH 2026
C-401	UTILITY PLAN & PROFILE - LINE A	MARCH 2026
C-402	UTILITY PLAN & PROFILE - LINE A1	MARCH 2026
C-403	UTILITY PLAN & PROFILE - LINE A2	MARCH 2026
C-404	UTILITY PLAN & PROFILE - LINE B	MARCH 2026
C-405	UTILITY PLAN & PROFILE - LINE B1	MARCH 2026
C-406	UTILITY PLAN & PROFILE - LINE C	MARCH 2026
C-407	UTILITY PLAN & PROFILE - LINE C1	MARCH 2026
C-408	UTILITY PLAN & PROFILE - LINE C2	MARCH 2026
C-501	TANK DETAILS	MARCH 2026
C-502	STANDARD DETAILS	MARCH 2026
C-503	STANDARD DETAILS	MARCH 2026
C-504	MARION COUNTY DETAILS	MARCH 2026
ES-101	ELECTRICAL SITE PLAN	MARCH 2026
ES-102	AREA CLASSIFICATION PLAN	MARCH 2026
E-001	ELECTRICAL NOTES & SYMBOLS	MARCH 2026
E-501	ELECTRICAL DETAILS	MARCH 2026
E-601	ELECTRICAL SCHEDULES	MARCH 2026

DRAWING LIST | 2309 North Santiam Highway No. 162 ODOT ROW Guardrail Replacement

DRAWING NUMBER	DRAWING TITLE	PLOT DATE
GENERAL		
G-001	TITLE SHEET	JULY 2026
CIVIL		
C-001	TYPICAL SECTION	JULY 2026
C-002	TYPICAL SECTION	JULY 2026
C-003	TYPICAL SECTION	JULY 2026
C-300	PLAN	JULY 2026
C-500	TRAFFIC CONTROL	JULY 2026

Contract #PW-5569-23

Attachment D.3.vii – Specifications List

Attachment D.3.vii - Specification List

SPECS LIST | 2309 North Santiam Canyon Sewer - Kanes Marina

SECTION NO.	SPECIFICATION TITLE	REVISION	DATE
DIVISION 01 - GENERAL REQUIREMENTS			
01 11 00	Summary of Work	KANES MARINA	MARCH 2026
01 14 13	Access of Site	KANES MARINA	MARCH 2026
01 31 19	Project Meetings	KANES MARINA	MARCH 2026
01 32 16	Construction Progress Schedule	KANES MARINA	MARCH 2026
01 33 00	Submittal Procedures	KANES MARINA	MARCH 2026
01 35 13	Special Project Procedures	KANES MARINA	MARCH 2026
01 35 53	Security Procedures	KANES MARINA	MARCH 2026
01 42 13	Abbreviations & Acronyms	KANES MARINA	MARCH 2026
01 42 19	Reference Standards	KANES MARINA	MARCH 2026
01 45 00	Quality Control	KANES MARINA	MARCH 2026
01 50 00	Temporary Facilities and Controls	KANES MARINA	MARCH 2026
01 50 00	Temporary Erosion and Sediment Control	KANES MARINA	MARCH 2026
01 71 13	Mobilization	KANES MARINA	MARCH 2026
01 74 20	Gravity Pipe Testing	KANES MARINA	MARCH 2026
01 77 00	Closeout Procedures	KANES MARINA	MARCH 2026
01 78 23	Operation and Maintenance Data	KANES MARINA	MARCH 2026
DIVISION 02 - SITE CONSTRUCTION			
02 41 00	Demolition	KANES MARINA	MARCH 2026
DIVISION 03 - CONCRETE			
03 15 58	Concrete Structure Hydraulic Leak Testing	KANES MARINA	MARCH 2026
DIVISION 26 – ELECTRICAL			
26 05 00	General Electrical	KANES MARINA	MARCH 2026
26 05 19	Low-Voltage Electrical Power Conductors and Cables	KANES MARINA	MARCH 2026
26 05 26	Grounding and Bonding for Electrical Systems	KANES MARINA	MARCH 2026
26 05 29	Support Devices	KANES MARINA	MARCH 2026
26 05 33	Raceway and Boxes for Electrical Systems	KANES MARINA	MARCH 2026
26 05 33 16	Cabinets and Boxes for Electrical Systems	KANES MARINA	MARCH 2026
26 27 26	Wiring Devices	KANES MARINA	MARCH 2026
DIVISION 31 – EARTHWORK			
31 00 00	Earthwork	KANES MARINA	MARCH 2026
31 23 19	Dewatering	KANES MARINA	MARCH 2026
31 23 33	Trenching and Backfilling	KANES MARINA	MARCH 2026
31 40 00	Shoring	KANES MARINA	MARCH 2026
DIVISION 33 – UTILITIES			
33 01 34 13	Septic Holding Tank System	KANES MARINA	MARCH 2026
DIVISION 40 – PROCESS INTERCONNECTIONS			
40 05 00	Piping, General	KANES MARINA	MARCH 2026
40 05 31	PVC Process and Yard Piping	KANES MARINA	MARCH 2026
40 70 00	Instrumentation and Control General	KANES MARINA	MARCH 2026
40 72 00	Level Measuring System	KANES MARINA	MARCH 2026
DIVISION 44 – POLLUTION AND WASTE CONTROL EQUIPMENT			
44 31 21	Odor Control Filters	KANES MARINA	MARCH 2026

SPECS LIST | 2309 North Santiam Canyon Sewer - Cedars Guardrail

SECTION NO.	SPECIFICATION TITLE	DATE
DIVISION 01 - GENERAL REQUIREMENTS		
01 55 26	TEMPORARY TRAFFIC CONTROL	JULY 2026
01 57 13	EROSION AND SEDIMENT CONTROL	JULY 2026
DIVISION 02 - SITE CONSTRUCTION		
02 41 19	REMOVAL AND REINSTALLATION OF EXISTING SIGNS	JULY 2026
DIVISION 31 – EARTHWORK		
31 24 13	EMBANKMENT IN PLACE	JULY 2026
DIVISION 32 – EXTERIOR IMPROVEMENTS		
32 11 23	AGGREGATE BASE AND SHOULDERS	JULY 2026
DIVISION 34 – TRANSPORTATION		
34 71 13	W-BEAM GUARDRAIL	JULY 2026



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 9, 2026

Department: Community and Economic Development

Title: 2025-2026 Consolidate Annual Performance Evaluation Report (CAPER) Approval

Management Update/Work Session Date: August 25, 2026 Audio/Visual aids ☐

Time Required: 10 Minutes Contact: Brian Smith Phone: 503-588-5234

Requested Action: Conduct a public hearing followed by board action to approve the 2025-2026 CDBG / HOME Consolidated Annual Performance Evaluation Report (CAPER), and direct staff to submit the CAPER to the U.S. Department of Housing and Urban Development no later that September 28, 2026.

Issue, Description & Background: The Consolidated Annual Performance Evaluation Report (CAPER) is required under the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME). The CAPER provides a report of the status of each active project funded through CDBG and HOME, public outreach efforts, and accomplishments through funding these projects. Activities associated with funding through program year 2024-2025 are included in this CAPER.

Financial Impacts: The CAPER reports on previously approved activities included in the Annual Action Plan. The CAPER does not authorize new expenditures or change existing appropriations and thus has not financial impact.

Impacts to Department & External Agencies: This is a requirement of the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) and must be filed annually to continue to receive funding through these programs.

List of attachments: 2025-206 CAPER, Resolution, Copy of Public Notice

Presenter: Steve Dickey

Department Head Signature: Kelli Wase

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MEMORANDUM

TO: Marion County Board of Commissioners
FROM: Steve Dickey, CDBG/HOME Program Manager
MEETING DATE: September 9, 2026, Board of Commissioners Meeting

2025-2026 CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER) CONSIDERATION FOR APPROVAL

PROJECT OVERVIEW

The CAPER is required under the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME). The CAPER provides a report on the status of each active project funded through CDBG and HOME, public outreach efforts, and accomplishments through funding these projects. Activities associated with funding through program year 2025-2026 are included in this CAPER.

2024 – 2025 CDBG / HOME PROJECT TABLE CDBG

Agency	Project and Status	Total Funding
Catholic Community Services	Facility renovation and commercial kitchen equipment purchase – In Progress	\$225,000
Marion Polk Food Share	Purchase a larger facility to expand services – completed	\$300,000
Family Building Blocks	Service expansion in a new location in Stayton – In Progress	\$100,000
Liberty House	Service expansion in Woodburn and North Marion County – Completed	\$113,016
Marion County	Homeowner Residential Rehabilitation Program – 13 additional (47 total), 4 more in progress	\$398,070
Marion County	Program Administration - Complete	\$284,021
	TOTAL	\$1,420,107

HOME

Agency	Project	Total Funding
Marion County	Homebuyer Assistance Loan Program – 1 additional (14 total)	\$370,900
Marion County	Community Housing Development Organization (CHDO) Set-aside - Pending	\$74,180
Marion County	Program Administration - Complete	\$49,453
	TOTAL	\$494,533

HISTORY & PRIOR BOARD DISCUSSIONS

The Board reviewed the proposed activities and funding allocations for the 2025-2026 CDBG and HOME program year through a series of meetings that included application presentations, funding discussions, and final funding direction. This process culminated in the Board's approval of the 2025-26 Annual Action Plan on July 9, 2025. Following approval of the Annual Action Plan, the Board approved the subrecipient agreements necessary to carry out the funded activities and has received periodic reports on project implementation and progress.

UPDATE

Following approval of the 2025-26 Annual Action Plan, and execution of subrecipient agreements, the County and its subrecipients carried out the funded activities during the program year. With the close of the 2025-26 program year, the County must now prepare a CAPER documenting progress on those activities, including project status, expenditures, accomplishments and public engagement.

The United States Department of Housing and Urban Development (HUD) requires the CAPER to be submitted no later than 90-days following the close of the program year. For Marion County this date is September 28, 2026. The CAPER reports performance on previously approved activities and does not establish new projects or funding allocations.

BOARD OF COMMISSIONERS MEETING PURPOSE

This agenda item is to provide an opportunity for the Board to consider the 2025-2026 CDBG/HOME Consolidated Annual Performance Evaluation Report (CAPER) and take action to approve the CAPER.

The 15-day public comment period started on August 20, 2026, and closed on September 4, 2026. Any comments received were added to the CAPER and provided to the Board of Commissioners prior to the Public Hearing on September 9th. Once the CAPER has been approved it will be submitted to HUD. The deadline for submission is September 28, 2025.

FUNDING & BUDGET

The CAPER reports on CDBG and HOME funds previously awarded and approved through the 2025-26 Annual Action Plan and related subrecipient agreements. The CAPER does not authorize new expenditures or modify existing appropriations.

NEXT STEPS

If approved by the Board of Commissioners the 2025-2026 CAPER will be submitted to HUD by the September 28, 2026 deadline.

ATTACHMENTS

Attachment 1 – Draft CAPER

Attachment 2 – Resolution No. 26-XX

Attachment 3 – Public Notice

Attachment 4 – Public Comments Received

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Encourage Economic Opportunities	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	0	0				
Increase Access to Community Services	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	1422	94.80%	220	192	87.27%
Increase Access to Community Services	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Increase Access to Community Services	Homeless Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted		294		0	33	

Increase Availability and Affordability of Housing	Affordable Housing	CDBG: \$ / HOME: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	31		0	21	
Increase Availability and Affordability of Housing	Affordable Housing	CDBG: \$ / HOME: \$	Rental units constructed	Household Housing Unit	0	0				
Increase Availability and Affordability of Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	0	6		0	6	
Increase Availability and Affordability of Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	35	19	54.29%	9	5	55.56%
Increase Availability and Affordability of Housing	Affordable Housing	CDBG: \$ / HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	15	12	80.00%	3	0	0.00%
Increase Availability and Affordability of Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homelessness Prevention	Persons Assisted	0	31		0	21	
Invest in Vital Comm. Facilities & Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	800	50	6.25%	94720	0	0.00%

Invest in Vital Comm. Facilities & Infrastructure	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Invest in Vital Comm. Facilities & Infrastructure	Non-Housing Community Development	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	15	13	86.67%			
Provide for CHDO Set-Aside	Affordable Housing	HOME: \$	Homeowner Housing Added	Household Housing Unit	0	0		1	0	0.00%
Provide for CHDO Set-Aside	Affordable Housing	HOME: \$	Other	Other	5	0	0.00%			
Support Disaster Recovery Efforts	Affordable Housing Non-Housing Community Development	CDBG: \$ / HOME: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
Support Disaster Recovery Efforts	Affordable Housing Non-Housing Community Development	CDBG: \$ / HOME: \$	Rental units constructed	Household Housing Unit	0	0				
Support Disaster Recovery Efforts	Affordable Housing Non-Housing Community Development	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	0	0				

Support Disaster Recovery Efforts	Affordable Housing Non-Housing Community Development	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0				
Support Program Success	Non-Housing Community Development	CDBG: \$ / HOME: \$	Other	Other	0	0				

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	385	29
Black or African American	16	0
Asian	11	0
American Indian or American Native	17	0
Native Hawaiian or Other Pacific Islander	8	0
Total	437	29
Hispanic	224	7
Not Hispanic	213	22

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,420,109	
HOME	public - federal	494,534	

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
LMI Areas			LMI Areas
Marion County Service Area	100		Service Area

Table 4 – Identify the geographic distribution and location of investments

Narrative

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	
2. Match contributed during current Federal fiscal year	
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	
4. Match liability for current Federal fiscal year	
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number						
Dollar Amount						
Sub-Contracts						
Number						
Dollar Amount						
	Total	Women Business Enterprises	Male			
Contracts						
Number						
Dollar Amount						
Sub-Contracts						
Number						
Dollar Amount						

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number						
Dollar Amount						

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired						
Businesses Displaced						
Nonprofit Organizations Displaced						
Households Temporarily Relocated, not Displaced						
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number						
Cost						

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	12	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	12	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	9	0
Number of households supported through Acquisition of Existing Units	3	0
Total	12	0

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Discuss how these outcomes will impact future annual action plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 13 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Actions taken to provide assistance to troubled PHAs

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	MARION COUNTY
Organizational DUNS Number	117825696
UEI	
EIN/TIN Number	936002307
Identify the Field Office	PORTLAND
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State
ZIP Code
Phone Number
Extension
Fax Number
Email Address

ESG Secondary Contact

Prefix
First Name

Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2025
Program Year End Date	06/30/2026

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
UEI
Is the subrecipient a victim services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount

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IT IS HEREBY ORDERED that the Board of Commissioners approve the Program Year 2025-2026 Consolidated Annual Performance Evaluation Report to be submitted to the United States Department of Housing and Urban Development prior to the September 28, 2026, deadline.

DATED at Salem, Oregon, this 9th, day of September 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

NOTICE OF PUBLIC HEARING-DATE CHANGE

Notice of Public Hearing and Comment Period on Marion County's Consolidated Annual Performance and Evaluation Report (CAPER)

Marion County's Community Development Division announces a 15-day comment period on its 2025 Consolidated Annual Performance and Evaluation Report (CAPER), prior to the submission of the report to the U.S. Department of Housing and Urban Development (HUD). The public comment period is August 21, 2026 – September 8, 2026. The Draft CAPER report can be found at: www.co.marion.or.us/CS/Pages/Community-Development. The CAPER summarizes annual accomplishments and assesses progress toward meeting the vision in the Consolidated Plan for the use of Community Development Block (CDBG) and HOME Investment Partnership funds.

A public hearing will be held on Wednesday, September 9, 2026, at 9:30 a.m. in the Senator Hearing Room located at 555 Court Street NE, Salem OR. 97301.

Comments may be submitted in writing from August 21, 2026, through September 8, 2026, to Steve Dickey, CDBG/HOME Program Manager, P.O. Box 14500 Salem, OR. 97309 or sent via e-mail to: sdickey@co.marion.or.us.

If you require interpreter assistance, an assistive listening device, large print material or other accommodation, please call 503-588-5212 at least 48 hours in advance of the meeting. TTY 503-588-5168

AVISO PÚBLICO

AVISO DE AUDIENCIA PÚBLICA-CAMBIO DE FECHA

Aviso de Audiencia Pública y Periodo de Comentarios sobre el Informe Anual Consolidado de Rendimiento y Evaluación del Condado de Marion (CAPER)

La División de Desarrollo Comunitario del Condado de Marion anuncia un período de comentarios de 15 días sobre su Informe Anual Consolidado de Rendimiento y Evaluación (CAPER) de 2025, antes de la presentación del informe al Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD). El período de comentarios públicos es del 21 de agosto de 2026 al 8 de septiembre de 2026. El borrador del informe CAPER se puede encontrar en: www.co.marion.or.us/CS/Pages/Community-Development. El resumen del CAPER resume los logros anuales y evalúa el progreso hacia el cumplimiento de la visión en el Plan Consolidado para el uso los fondos de Subvención en Bloque para el Desarrollo Comunitario (CDBG) y Programa de Sociedades para la Inversión de Vivienda (HOME).

Se celebrará una audiencia pública el miércoles 9 de septiembre de 2026 a las 9:30 a.m. en la Sala de Audiencias del Senador ubicada en 555 Court Street NE, Salem OR. 97301

Los comentarios pueden presentarse por escrito el 21 de agosto de 2026 hasta el 8 de septiembre de 2026 a Steve Dickey, Gerente del Programa CDBG/HOME, P.O. Box 14500 Salem, OR. 97309 o por correo electrónico a sdickey@co.marion.or.us.

Si necesita servicios de interpretación, un equipo auditivo, material copiado en letra grande o cualquier otra acomodación, por favor llame al 503-588-5212 al menos 48 horas antes de la reunión. TTY 503-588-5168

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Public Comment – 2025 CAPER / Recovery Housing Need

From Rochelle Marie <rochelle.marie.love@gmail.com>

Date Fri 8/21/2026 3:52 PM

To Stephen Dickey <SDickey@co.marion.or.us>

You don't often get email from rochelle.marie.love@gmail.com. [Learn why this is important](#)

⚠ WARNING: This email originated outside of Marion County.
DO NOT CLICK links or attachments unless you trust the sender and know the content is safe.

Dear Mr. Dickey,

I am writing during Marion County's public comment period for the 2025 Consolidated Annual Performance and Evaluation Report (CAPER) to encourage continued consideration of affordable transitional and recovery housing within the County's housing and community-development priorities.

I am currently conducting a feasibility assessment for development of a small, structured, non-clinical recovery residence in Marion County. The concept would provide stable, substance-free housing and recovery-oriented structure for approximately 8–12 residents, particularly individuals with low incomes or other barriers to obtaining stable housing. Clinical substance-use treatment and medical services would be provided through appropriately licensed outside providers rather than by the residence itself.

One challenge for people working toward sustained recovery is the availability of stable housing environments that support recovery after treatment, incarceration, homelessness, or other periods of instability. Expanding the supply of affordable recovery-oriented housing can help bridge the gap between treatment and long-term independent housing.

I encourage Marion County to continue considering acquisition, rehabilitation, and development of affordable transitional and recovery housing when establishing priorities for CDBG, HOME, and other available housing resources, where projects meet applicable federal requirements.

I am also preparing a 2027–28 Funding Interest Form regarding this concept and would welcome any guidance from Community and Economic Development staff regarding the most appropriate program structure and eligibility requirements before a property is selected.

Thank you for the opportunity to provide public input and for the County's continued work addressing housing needs in Marion County.

Sincerely,

Rochelle Marie Dallo, RN

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 9, 2026

Department: Community and Economic Development

Title: 2025-2026 Consolidate Annual Performance Evaluation Report (CAPER) Approval

Management Update/Work Session Date: August 25, 2026 Audio/Visual aids ☐

Time Required: 10 Minutes Contact: Brian Smith Phone: 503-588-5234

Requested Action: Conduct a public hearing followed by board action to approve the 2025-2026 CDBG / HOME Consolidated Annual Performance Evaluation Report (CAPER), and direct staff to submit the CAPER to the U.S. Department of Housing and Urban Development no later that September 28, 2026.

Issue, Description & Background: The Consolidated Annual Performance Evaluation Report (CAPER) is required under the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME). The CAPER provides a report of the status of each active project funded through CDBG and HOME, public outreach efforts, and accomplishments through funding these projects. Activities associated with funding through program year 2024-2025 are included in this CAPER.

Financial Impacts: The CAPER reports on previously approved activities included in the Annual Action Plan. The CAPER does not authorize new expenditures or change existing appropriations and thus has not financial impact.

Impacts to Department & External Agencies: This is a requirement of the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) and must be filed annually to continue to receive funding through these programs.

List of attachments: 2025-206 CAPER, Resolution, Copy of Public Notice

Presenter: Steve Dickey

Department Head Signature: Kelli Wase

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MEMORANDUM

TO: Marion County Board of Commissioners
FROM: Steve Dickey, CDBG/HOME Program Manager
MEETING DATE: September 9, 2026, Board of Commissioners Meeting

2025-2026 CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER) CONSIDERATION FOR APPROVAL

PROJECT OVERVIEW

The CAPER is required under the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME). The CAPER provides a report on the status of each active project funded through CDBG and HOME, public outreach efforts, and accomplishments through funding these projects. Activities associated with funding through program year 2025-2026 are included in this CAPER.

2024 – 2025 CDBG / HOME PROJECT TABLE CDBG

Agency	Project and Status	Total Funding
Catholic Community Services	Facility renovation and commercial kitchen equipment purchase – In Progress	\$225,000
Marion Polk Food Share	Purchase a larger facility to expand services – completed	\$300,000
Family Building Blocks	Service expansion in a new location in Stayton – In Progress	\$100,000
Liberty House	Service expansion in Woodburn and North Marion County – Completed	\$113,016
Marion County	Homeowner Residential Rehabilitation Program – 13 additional (47 total), 4 more in progress	\$398,070
Marion County	Program Administration - Complete	\$284,021
	TOTAL	\$1,420,107

HOME

Agency	Project	Total Funding
Marion County	Homebuyer Assistance Loan Program – 1 additional (14 total)	\$370,900
Marion County	Community Housing Development Organization (CHDO) Set-aside - Pending	\$74,180
Marion County	Program Administration - Complete	\$49,453
	TOTAL	\$494,533

HISTORY & PRIOR BOARD DISCUSSIONS

The Board reviewed the proposed activities and funding allocations for the 2025-2026 CDBG and HOME program year through a series of meetings that included application presentations, funding discussions, and final funding direction. This process culminated in the Board's approval of the 2025-26 Annual Action Plan on July 9, 2025. Following approval of the Annual Action Plan, the Board approved the subrecipient agreements necessary to carry out the funded activities and has received periodic reports on project implementation and progress.

UPDATE

Following approval of the 2025-26 Annual Action Plan, and execution of subrecipient agreements, the County and its subrecipients carried out the funded activities during the program year. With the close of the 2025-26 program year, the County must now prepare a CAPER documenting progress on those activities, including project status, expenditures, accomplishments and public engagement.

The United States Department of Housing and Urban Development (HUD) requires the CAPER to be submitted no later than 90-days following the close of the program year. For Marion County this date is September 28, 2026. The CAPER reports performance on previously approved activities and does not establish new projects or funding allocations.

BOARD OF COMMISSIONERS MEETING PURPOSE

This agenda item is to provide an opportunity for the Board to consider the 2025-2026 CDBG/HOME Consolidated Annual Performance Evaluation Report (CAPER) and take action to approve the CAPER.

The 15-day public comment period started on August 20, 2026, and closed on September 4, 2026. Any comments received were added to the CAPER and provided to the Board of Commissioners prior to the Public Hearing on September 9th. Once the CAPER has been approved it will be submitted to HUD. The deadline for submission is September 28, 2025.

FUNDING & BUDGET

The CAPER reports on CDBG and HOME funds previously awarded and approved through the 2025-26 Annual Action Plan and related subrecipient agreements. The CAPER does not authorize new expenditures or modify existing appropriations.

NEXT STEPS

If approved by the Board of Commissioners the 2025-2026 CAPER will be submitted to HUD by the September 28, 2026 deadline.

ATTACHMENTS

Attachment 1 – Draft CAPER

Attachment 2 – Resolution No. 26-XX

Attachment 3 – Public Notice

Attachment 4 – Public Comments Received

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Encourage Economic Opportunities	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	0	0				
Increase Access to Community Services	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	1422	94.80%	220	192	87.27%
Increase Access to Community Services	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Increase Access to Community Services	Homeless Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted		294		0	33	

Increase Availability and Affordability of Housing	Affordable Housing	CDBG: \$ / HOME: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	31		0	21	
Increase Availability and Affordability of Housing	Affordable Housing	CDBG: \$ / HOME: \$	Rental units constructed	Household Housing Unit	0	0				
Increase Availability and Affordability of Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	0	6		0	6	
Increase Availability and Affordability of Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	35	19	54.29%	9	5	55.56%
Increase Availability and Affordability of Housing	Affordable Housing	CDBG: \$ / HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	15	12	80.00%	3	0	0.00%
Increase Availability and Affordability of Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homelessness Prevention	Persons Assisted	0	31		0	21	
Invest in Vital Comm. Facilities & Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	800	50	6.25%	94720	0	0.00%

Invest in Vital Comm. Facilities & Infrastructure	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Invest in Vital Comm. Facilities & Infrastructure	Non-Housing Community Development	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	15	13	86.67%			
Provide for CHDO Set-Aside	Affordable Housing	HOME: \$	Homeowner Housing Added	Household Housing Unit	0	0		1	0	0.00%
Provide for CHDO Set-Aside	Affordable Housing	HOME: \$	Other	Other	5	0	0.00%			
Support Disaster Recovery Efforts	Affordable Housing Non-Housing Community Development	CDBG: \$ / HOME: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
Support Disaster Recovery Efforts	Affordable Housing Non-Housing Community Development	CDBG: \$ / HOME: \$	Rental units constructed	Household Housing Unit	0	0				
Support Disaster Recovery Efforts	Affordable Housing Non-Housing Community Development	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	0	0				

Support Disaster Recovery Efforts	Affordable Housing Non-Housing Community Development	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0				
Support Program Success	Non-Housing Community Development	CDBG: \$ / HOME: \$	Other	Other	0	0				

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	385	29
Black or African American	16	0
Asian	11	0
American Indian or American Native	17	0
Native Hawaiian or Other Pacific Islander	8	0
Total	437	29
Hispanic	224	7
Not Hispanic	213	22

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,420,109	
HOME	public - federal	494,534	

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
LMI Areas			LMI Areas
Marion County Service Area	100		Service Area

Table 4 – Identify the geographic distribution and location of investments

Narrative

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	
2. Match contributed during current Federal fiscal year	
3 .Total match available for current Federal fiscal year (Line 1 plus Line 2)	
4. Match liability for current Federal fiscal year	
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number						
Dollar Amount						
Sub-Contracts						
Number						
Dollar Amount						
	Total	Women Business Enterprises	Male			
Contracts						
Number						
Dollar Amount						
Sub-Contracts						
Number						
Dollar Amount						

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number						
Dollar Amount						

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired						
Businesses Displaced						
Nonprofit Organizations Displaced						
Households Temporarily Relocated, not Displaced						
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number						
Cost						

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	12	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	12	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	9	0
Number of households supported through Acquisition of Existing Units	3	0
Total	12	0

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Discuss how these outcomes will impact future annual action plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 13 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Actions taken to provide assistance to troubled PHAs

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	MARION COUNTY
Organizational DUNS Number	117825696
UEI	
EIN/TIN Number	936002307
Identify the Field Office	PORTLAND
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State
ZIP Code
Phone Number
Extension
Fax Number
Email Address

ESG Secondary Contact

Prefix
First Name

Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2025
Program Year End Date	06/30/2026

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
UEI
Is the subrecipient a victim services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount

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IT IS HEREBY ORDERED that the Board of Commissioners approve the Program Year 2025-2026 Consolidated Annual Performance Evaluation Report to be submitted to the United States Department of Housing and Urban Development prior to the September 28, 2026, deadline.

DATED at Salem, Oregon, this 9th, day of September 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

NOTICE OF PUBLIC HEARING-DATE CHANGE

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AVISO PÚBLICO

AVISO DE AUDIENCIA PÚBLICA-CAMBIO DE FECHA

Aviso de Audiencia Pública y Periodo de Comentarios sobre el Informe Anual Consolidado de Rendimiento y Evaluación del Condado de Marion (CAPER)

La División de Desarrollo Comunitario del Condado de Marion anuncia un período de comentarios de 15 días sobre su Informe Anual Consolidado de Rendimiento y Evaluación (CAPER) de 2025, antes de la presentación del informe al Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD). El período de comentarios públicos es del 21 de agosto de 2026 al 8 de septiembre de 2026. El borrador del informe CAPER se puede encontrar en: www.co.marion.or.us/CS/Pages/Community-Development. El resumen del CAPER resume los logros anuales y evalúa el progreso hacia el cumplimiento de la visión en el Plan Consolidado para el uso los fondos de Subvención en Bloque para el Desarrollo Comunitario (CDBG) y Programa de Sociedades para la Inversión de Vivienda (HOME).

Se celebrará una audiencia pública el miércoles 9 de septiembre de 2026 a las 9:30 a.m. en la Sala de Audiencias del Senador ubicada en 555 Court Street NE, Salem OR. 97301

Los comentarios pueden presentarse por escrito el 21 de agosto de 2026 hasta el 8 de septiembre de 2026 a Steve Dickey, Gerente del Programa CDBG/HOME, P.O. Box 14500 Salem, OR. 97309 o por correo electrónico a sdickey@co.marion.or.us.

Si necesita servicios de interpretación, un equipo auditivo, material copiado en letra grande o cualquier otra acomodación, por favor llame al 503-588-5212 al menos 48 horas antes de la reunión. TTY 503-588-5168

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Public Comment – 2025 CAPER / Recovery Housing Need

From Rochelle Marie <rochelle.marie.love@gmail.com>

Date Fri 8/21/2026 3:52 PM

To Stephen Dickey <SDickey@co.marion.or.us>

You don't often get email from rochelle.marie.love@gmail.com. [Learn why this is important](#)

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Dear Mr. Dickey,

I am writing during Marion County's public comment period for the 2025 Consolidated Annual Performance and Evaluation Report (CAPER) to encourage continued consideration of affordable transitional and recovery housing within the County's housing and community-development priorities.

I am currently conducting a feasibility assessment for development of a small, structured, non-clinical recovery residence in Marion County. The concept would provide stable, substance-free housing and recovery-oriented structure for approximately 8–12 residents, particularly individuals with low incomes or other barriers to obtaining stable housing. Clinical substance-use treatment and medical services would be provided through appropriately licensed outside providers rather than by the residence itself.

One challenge for people working toward sustained recovery is the availability of stable housing environments that support recovery after treatment, incarceration, homelessness, or other periods of instability. Expanding the supply of affordable recovery-oriented housing can help bridge the gap between treatment and long-term independent housing.

I encourage Marion County to continue considering acquisition, rehabilitation, and development of affordable transitional and recovery housing when establishing priorities for CDBG, HOME, and other available housing resources, where projects meet applicable federal requirements.

I am also preparing a 2027–28 Funding Interest Form regarding this concept and would welcome any guidance from Community and Economic Development staff regarding the most appropriate program structure and eligibility requirements before a property is selected.

Thank you for the opportunity to provide public input and for the County's continued work addressing housing needs in Marion County.

Sincerely,

Rochelle Marie Dallo, RN

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