

# Contract Review Sheet

Price Agreement

**SO-5601-23 - Am6**Title: **Marion County Sheriff's Office Housing Subsidy Services - Oxford House (multiple)**Contractor's Name: **Oxford House, Inc.**Department: **Sheriff's Office**Contact: **Kristy Witherell**Analyst: **Sandra Fixsen**Phone #: **(503) 373-4402**Term - Date From: **July 1, 2023**Expires: **June 30, 2027**Original Contract Amount: \$ **100,000.00** Previous Amendments Amount: \$ **82,400.00**Current Amendment: \$ **40,000.00** New Contract Total: \$ **222,400.00** Amd% **122%**Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%Source Selection Method: **20-0260 Request for Proposal**RFP# **SO1305-23**

Description of Services or Grant Award

**Amendment #6 - Adding \$40,000 to the Contract Purchase Order through June 30, 2027, due to an increased use of Oxford Houses for Law Enforcement Assisted Diversion (LEAD) and Community Corrections clients. New CPO total is \$222,400.00.**

Original Price Agreement for Subsidy housing to clients of the Marion County Sheriff's Office at the following Oxford House locations: Athena Cove, Bailey, Breckenridge, Casey, Graham, Heritage Curt, Jade, Kenobi, Legacy, Libby's Loft, Mellow, Royal Park, Sheldon, Silverton, South Ridge, Trinity, Wilson Park, and Woodward. The contract total is a not-to-exceed amount of \$100,000 for FY 23-25.

Amendment #1- added Mandalorian House to the Price Agreement.

Amendment #2 - added Silver Falls (\$650), Tayside Drive (\$600), and Espiritu (\$650) and removing Breckenridge and Trinity from price agreement due to those houses closing.

Amendment #3 - added \$52,000.00 to the Contract Purchase Order to help community corrections and LEAD clients with Subsidy Housing through June 30, 2025.

Amendment #4 - added Culver House to the Price Agreement. The bed rate will be \$615.

Amendment #5 - added \$30,400 to the Price Agreement, extending the terms through June 30, 2027, and adjusting monthly bed rates for several Oxford Houses in the area. New contract total is \$182,400.00.

Desired BOC Session Date: **10/28/2026**Contract should be in DocuSign by: **10/7/2026**Agenda Planning Date: **10/15/2026**Printed packets due in Finance: **10/13/2026**Management Update: **10/13/2026**BOC upload / Board Session email: **10/14/2026**BOC Session Presenter(s) **Commander Hartford**Code: **Y**

## REQUIRED APPROVALS



10/05/2026

Finance - Contracts

Date



Kristy Witherell (Oct 5, 2026 15:05:59 PDT)

10/05/2026

Contract Specialist

Date



Michelle Teed (Oct 7, 2026 07:31:56 PDT)

10/07/2026

Legal Counsel

Date



Jan Fritz (Oct 7, 2026 09:50:18 PDT)

10/07/2026

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: Wednesday, October 28, 2026

Department: Sheriff's Office

Title: Amendment #6 to the Contract Purchase Order with Oxford House, Inc.

Management Update/Work Session Date: Tuesday, September 22, 2026 Audio/Visual aids ☐

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

Requested Action: Staff is requesting approval of Amendment #6 to Contract Purchase Order (CPO) #920911 with Oxford House, Inc. in the amount of \$40,000.00 for a new CPO total of \$222,400.00 through June 30, 2027.

Issue, Description & Background: In July 2023, the Marion County Sheriff's Office entered into a price agreement with Oxford House to provide subsidized housing for LEAD and Community Corrections clients. The agreement was expanded via Amendments #1, #2, and #4 to incorporate additional housing locations. Financial adjustments to the CPO include Amendment #3 in December 2024, which added \$52,000 through June 30, 2025, and Amendment #5 in June 2025, which added \$30,400 for the FY 2025-27 fiscal period. This current action, Amendment #6, adds \$40,000 to the CPO to cover costs driven by an increase in client placements across Oxford House facilities.

Financial Impacts: For the 2026-27 fiscal year, \$260,038 has been allocated for housing subsidies, distributed among JRI, Measure 57, DOC Transition, LEAD, and HB4002 funding streams. Increase to the CPO by \$40,000, will result in a revised total of \$222,400 through June 30, 2027.

Impacts to Department & External Agencies: N/A

List of attachments: Original Price Agreement and Amendments 1-6

Presenter: Commander Mike Hartford

Department Head Signature: Jeremy Landers  
Jeremy Landers (Oct 5, 2026 16:44:28 PDT)



# MARION COUNTY FINANCE DEPARTMENT

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

Oxford House, Inc.  
1010 Wayne Ave. Suite 300  
Silver Springs, MD 20910

| Purchase Order                                                                           |          |      |
|------------------------------------------------------------------------------------------|----------|------|
| Purchase Order No                                                                        | Revision | Page |
| 920911                                                                                   |          | 1    |
| <b>Ship To:</b>                                                                          |          |      |
| MARION COUNTY SHERIFF<br>100 High St NE Rm B311<br>Salem, OR 97301-3736<br>United States |          |      |
| <b>Bill To:</b>                                                                          |          |      |
| PO Box 14500<br>Salem, OR 97309-5036<br>United States                                    |          |      |

|                  |                       |                               |                      |
|------------------|-----------------------|-------------------------------|----------------------|
| Customer Acct No | Supplier No<br>507334 | Order Date / Buyer            | Revised Date / Buyer |
| Payment Terms    | Ship Via              | F.O.B                         |                      |
| Freight Terms    | Request Or Deliver To | Confirm To / Telephone<br>( ) |                      |

| Line #       | Description                                                                    | Delivery Date | Quantity | Unit | Unit Price | Total        |
|--------------|--------------------------------------------------------------------------------|---------------|----------|------|------------|--------------|
| 1            | Oxford House Contract Purchase Order<br>01-JUL-23 through 30-JUN-25 - Original |               |          |      |            | \$100,00.00  |
| 2            | Adding funds for Subsidy Clients<br>through 30-JUN-25 - Amendment 3            |               |          |      |            | \$52,000.00  |
| 3            | Adding funds for Subsidy Clients<br>through 30-JUN-27 - Amendment 5            |               |          |      |            | \$30,400.00  |
| 4            | Adding funds for Subsidy Clients<br>through 30-JUN-27 - Amendment 6            |               |          |      |            | \$40,000.00  |
| <b>Total</b> |                                                                                |               |          |      |            | \$222,400.00 |

## INSTRUCTIONS TO VENDOR

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

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

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

## MARION COUNTY –TERMS AND CONDITIONS

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

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

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

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

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

**6 TERMINATION OF PO.** The PO may be terminated under the following conditions: a. By written mutual agreement of both parties, termination may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO immediately and without prior notice for any of the following reasons: (1) If the Contractor fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof; (2) If the Contractor fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract; (3) Failure of the Contractor to comply with the provisions of this PO and all applicable federal, state, and local laws and rules; (4) Expiration of applicable cooperative agreement. Any termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the Contractor all costs and expenses associated with services satisfactorily provided to the effective date of termination.

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

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

exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

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

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

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

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

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

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

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

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

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

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

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

**20. TERMS:** Performance by Contractor under this PO or acceptance of payment by Contractor under this PO constitutes acceptance of these Marion County Terms and Conditions. The terms in this PO take precedence over any other terms.

**SIGNATURE PAGE FOR  
MARION COUNTY SHERIFF'S OFFICE HOUSING SUBSIDY SERVICES - OXFORD  
HOUSE (MULTIPLE) - SO-5601-23 AMENDMENT #6  
between  
MARION COUNTY and OXFORD HOUSE, INC.**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

|                                                          |            |
|----------------------------------------------------------|------------|
| <hr/>                                                    | <hr/>      |
| Chair                                                    | Date       |
| <br>                                                     |            |
| <hr/>                                                    | <hr/>      |
| Commissioner                                             | Date       |
| <br>                                                     |            |
| <hr/>                                                    | <hr/>      |
| Commissioner                                             | Date       |
| <br>                                                     |            |
| Authorized Signature: <u><i>Jeremy Landers</i></u>       | 10/05/2026 |
| <small>Jeremy Landers (Oct 5, 2026 16:44:28 PDT)</small> |            |
| Department Director or designee                          | Date       |
| <br>                                                     |            |
| Authorized Signature: <u><i>Jan Fritz</i></u>            | 10/07/2026 |
| <small>Jan Fritz (Oct 7, 2026 09:50:18 PDT)</small>      |            |
| Chief Administrative Officer                             | Date       |
| <br>                                                     |            |
| Reviewed by Signature: <u><i>Michelle Teed</i></u>       | 10/07/2026 |
| <small>Michelle Teed (Oct 7, 2026 07:31:58 PDT)</small>  |            |
| Marion County Legal Counsel                              | Date       |
| <br>                                                     |            |
| Reviewed by Signature: <u><i>Sandra L. Lippman</i></u>   | 10/05/2026 |
| <small>Sandra L. Lippman</small>                         |            |
| Marion County Contracts & Procurement                    | Date       |

Contract Review Sheet

Price AgreementSO-5601-23 - Am5

Title: Marion County Sheriff's Office Housing Subsidy Services - Oxford House (multiple)

Contractor's Name: Oxford House, Inc.

Department: Sheriff's OfficeContact: Kristy Witherell

Analyst: Chalyce MacDonaldPhone #: (503) 373-4402

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

Original Contract Amount: \$100,000.00Previous Amendments Amount: \$52,000.00

Current Amendment: \$30,400.00New Contract Total: \$182,400.00Amd%82%

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

Source Selection Method: 20-0260 Request for ProposalRFP#SO1305-23

Description of Services or Grant Award

**Amendment #5** is adding \$30,400 to the Price Agreement, extending the terms through June 30, 2027, and adjusting monthly bed rates for several Oxford Houses in the area. New contract total is \$182,400.00.

**Original Price Agreement** for Subsidy housing to clients of the Marion County Sheriff's Office at the following Oxford House locations: Athena Cove, Bailey, Breckenridge, Casey, Graham, Heritage Curt, Jade, Kenobi, Legacy, Libby's Loft, Mellow, Royal Park, Sheldon, Silverton, South Ridge, Trinity, Wilson Park, and Woodward. The contract total is a not-to-exceed amount of \$100,000 for the 2023-25 fiscal year.

**Amendment #1** added a new subsidy house to the price agreement. Mandalorian House was chartered on September 1, 2023, which was after the execution of the original contract date.

**Amendment #2** added three new subsidy houses to the price agreement, Silver Falls (\$650), Tayside Drive (\$600), and Espiritu (\$650) and removing Breckenridge and Trinity from price agreement due to those houses closing.

**Amendment #3** added \$52,000.00 to the Contract Purchase Order to help community corrections and LEAD clients with Subsidy Housing through June 30, 2025.

**Amendment #4** added a new six-bed subsidy house for males, Culver House, to the Price Agreement. The bed rate will be \$615.

Desired BOC Session Date: \_\_\_\_\_Contract should be in DocuSign by: \_\_\_\_\_

Agenda Planning Date \_\_\_\_\_Printed packets due in Finance: \_\_\_\_\_

Management Update \_\_\_\_\_BOC upload / Board Session email: \_\_\_\_\_

BOC Session Presenter(s) \_\_\_\_\_Code: G

REQUIRED APPROVALS

|                                                                                                                         |           |                                                                                                                           |           |
|-------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------|-----------|
| DocuSigned by:<br><br>A3538E7AEC704E4 | 5/20/2025 | DocuSigned by:<br><br>81045E054D644E8 | 6/3/2025  |
| Finance - Contracts                                                                                                     | Date      | Contract Specialist                                                                                                       | Date      |
| DocuSigned by:<br><br>AED8EB7C0923416 | 5/22/2025 | DocuSigned by:<br><br>DC16351248DE4EC | 5/27/2025 |
| Legal Counsel                                                                                                           | Date      | Chief Administrative Officer                                                                                              | Date      |



**Marion County**  
OREGON

**AMENDMENT #5 to SO-5601-23**  
**the PRICE AGREEMENT**  
**between**  
**MARION COUNTY and OXFORD HOUSE, INC.**

This Amendment No. 5 to the Price Agreement (as amended from time to time, the "Price Agreement"), dated July 01, 2023 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Oxford House, Inc., hereafter called Contractor.

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

1. **TERM.** This Price Agreement is effective on July 1, 2023. This Price Agreement expires on June 30, 2027 ~~June 30, 2025~~. The parties may extend the term of this Contract in two-year increments through June 30, 2029.

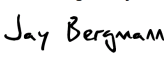
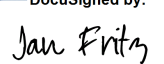
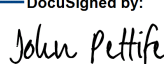
3. **SERVICES.**

Contractor shall provide subsidy housing to clients of the Marion County Sheriff's Office at the following location(s):

| Location/Room         | Address                                | Rate                                |
|-----------------------|----------------------------------------|-------------------------------------|
| <b>Athena Cove</b>    | 1145 Columbia St. NE, Salem, OR 97301  | \$600.00                            |
| <b>Bailey</b>         | 673 Maine Ave NE, Keizer, OR 97303     | <u>\$550.00</u> <del>\$500.00</del> |
| <b>Casey</b>          | 3265 Williams Ave NE, Salem, OR 97301  | <u>\$575.00</u> <del>\$550.00</del> |
| <b>Culver</b>         | 3233 Williams Ave NE, Salem, OR 97301  | \$615.00                            |
| <b>Espiritu</b>       | 1290 Summer St. NE, Salem, OR 97301    | \$650.00                            |
| <b>Graham</b>         | 3239 Williams Ave NE, Salem, OR 97301  | <u>\$520.00</u> <del>\$475.00</del> |
| <b>Heritage Court</b> | 3225 Williams Ave NE, Salem, OR 97305  | <u>\$490.00</u> <del>\$430.00</del> |
| <b>Jade</b>           | 1425 Marion St. NE, Salem, OR 97301    | <u>\$605.00</u> <del>\$500.00</del> |
| <b>Kenobi</b>         | 2640 Evergreen Ct. NE, Salem, OR 97301 | \$600.00                            |
| <b>Legacy</b>         | 2843 Silverton Rd. NE, Salem, OR 97303 | <u>\$525.00</u> <del>\$450.00</del> |
| <b>Libby's Loft</b>   | 860 Jefferson St. NE, Salem, OR 97301  | <u>\$475.00</u> <del>\$450.00</del> |
| <b>Mandalorian</b>    | 4652 Regal Drive NE, Salem, OR 97301   | \$620.00                            |
| <b>Mellow</b>         | 2881 Silverton Rd. NE, Salem, OR 97301 | \$475.00                            |
| <b>Royal Park</b>     | 2265 Center St. NE, Salem, OR 97304    | <u>\$500.00</u> <del>\$450.00</del> |
| <b>Sheldon</b>        | 2897 Silverton Rd. NE, Salem, OR 97301 | <u>\$525.00</u> <del>\$500.00</del> |
| <b>Silver Falls</b>   | 2008 Lancaster Dr. SE, Salem OR 97305  | <u>\$700.00</u> <del>\$650.00</del> |
| <b>Silverton</b>      | 3227 Williams Ave NE, Salem, OR 97301  | <u>\$500.00</u> <del>\$450.00</del> |
| <b>South Ridge</b>    | 655 Boone Rd. SW, Salem, OR 97306      | <u>\$550.00</u> <del>\$500.00</del> |
| <b>Tayside Drive</b>  | 2855 Silverton Rd. NE, Salem, OR 97305 | \$600.00                            |
| <b>Wilson Park</b>    | 660 Marion St. NE, Salem, OR 97301     | <u>\$480.00</u> <del>\$500.00</del> |
| <b>Woodward</b>       | 653 Maine Ave NE, Keizer, OR 97303     | <u>\$525.00</u> <del>\$420.00</del> |

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

MARION COUNTY SIGNATURES

|                        |                                                                                                                                        |           |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Authorized Signature:  | <div>DocuSigned by:<br/><br/>A8360599C95D420...</div> | 5/20/2025 |
|                        | Department Director or designee                                                                                                        | Date      |
| Authorized Signature:  | <div>DocuSigned by:<br/><br/>DC16361248DE4EC...</div> | 5/27/2025 |
|                        | Chief Administrative Officer                                                                                                           | Date      |
| Reviewed by Signature: | <div>DocuSigned by:<br/><br/>AFD8EB7C0923416...</div> | 5/22/2025 |
|                        | Marion County Legal Counsel                                                                                                            | Date      |
| Reviewed by Signature: | <div>DocuSigned by:<br/><br/>A3538E7AEC704F4...</div> | 5/20/2025 |
|                        | Marion County Contracts & Procurement                                                                                                  | Date      |

OXFORD HOUSE, INC. SIGNATURE

|                       |                                                                                                                                      |          |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------|----------|
| Authorized Signature: | <div>Signed by:<br/><br/>5ADCFE52414345B...</div> | 6/2/2025 |
| Title:                | Director, Contracts & Development                                                                                                    | Date     |

Contract Review Sheet

Price AgreementSO-5601-23 - Am4

Title: Marion County Sheriff's Office Housing Subsidy Services - Oxford House (multiple)

Contractor's Name:Oxford House, Inc.

Department: Sheriff's OfficeContact: Kristy Witherell

Analyst: Sandra FixsenPhone #: (503) 373-4402

Term - Date From: July 1, 2023Expires: June 30, 2025

Original Contract Amount: \$100,000.00Previous Amendments Amount: \$52,000.00

Current Amendment: \$-New Contract Total: \$152,000.00Amd%52%

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

Source Selection Method: 20-0260 Request for ProposalRFP#SO1305-23

Description of Services or Grant Award

**Amendment #4 is adding a new six-bed subsidy house for males, Culver House, to the Price Agreement. The bed rate will be \$615.**

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Desired BOC Session Date:Contract should be in DocuSign by:

Agenda Planning DatePrinted packets due in Finance:

Management UpdateBOC upload / Board Session email:

BOC Session Presenter(s)Code: G

REQUIRED APPROVALS

|                                                                                                  |                                      |                                                                                                          |                                      |
|--------------------------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------|
| <div>DocuSigned by:</div> <div></div> <div>E4502AF8C0AE542C</div> <div>Finance - Contracts</div> | <div>1/14/2025</div> <div>Date</div> | <div>DocuSigned by:</div> <div></div> <div>84045E0F4D844EB</div> <div>Contract Specialist</div>          | <div>1/23/2025</div> <div>Date</div> |
| <div>DocuSigned by:</div> <div></div> <div>AED8EB7C0023416</div> <div>Legal Counsel</div>        | <div>1/21/2025</div> <div>Date</div> | <div>DocuSigned by:</div> <div></div> <div>DC16351248DE4EC</div> <div>Chief Administrative Officer</div> | <div>1/22/2025</div> <div>Date</div> |



**Marion County**  
OREGON

**AMENDMENT 4 to SO-5601-23**  
**the PRICE AGREEMENT**  
**between**  
**MARION COUNTY and OXFORD HOUSE, INC.**

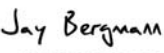
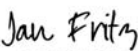
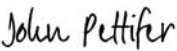
This Amendment No. 4 to the Price Agreement as amended from time to time, the Price Agreement, dated July 1, 2023, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Oxford House, Inc., hereafter called Contractor.

The Price Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strike through~~):

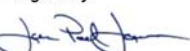
**3. SERVICES.** Contractor shall provide subsidy housing to clients of the Marion County Sheriff's Office at the following location(s):

| Location/Room | Address                                      | Rate            |
|---------------|----------------------------------------------|-----------------|
| <u>Culver</u> | <u>3233 Williams Ave NE, Salem, OR 97301</u> | <u>\$615.00</u> |

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

|                        |                                                                                                                                                                                                                                                                                                                                                         |           |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Authorized Signature:  | <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">DocuSigned by:</div><br><br><div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block; font-size: small;">A8360599C95D420...</div> | 1/20/2025 |
|                        | Department Director or designee                                                                                                                                                                                                                                                                                                                         | Date      |
| Authorized Signature:  | <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">DocuSigned by:</div><br><br><div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block; font-size: small;">DC16351248DE4EC...</div> | 1/22/2025 |
|                        | Chief Administrative Officer                                                                                                                                                                                                                                                                                                                            | Date      |
| Reviewed by Signature: | <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">DocuSigned by:</div><br><br><div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block; font-size: small;">AFD8EB7C0923416...</div> | 1/21/2025 |
|                        | Marion County Legal Counsel                                                                                                                                                                                                                                                                                                                             | Date      |
| Reviewed by Signature: | <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">DocuSigned by:</div><br><br><div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block; font-size: small;">E4692AF8GAA542C...</div> | 1/14/2025 |
|                        | Marion County Contracts & Procurement                                                                                                                                                                                                                                                                                                                   | Date      |

**OXFORD HOUSE, INC. SIGNATURE**

|                       |                                                                                                                                                                                                                                                                                                                                                     |           |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Authorized Signature: | <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">Signed by:</div><br><br><div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block; font-size: small;">5ADCFE524143458...</div> | 1/23/2025 |
|                       |                                                                                                                                                                                                                                                                                                                                                     | Date      |
| Title:                | Director, Contracts & Development                                                                                                                                                                                                                                                                                                                   |           |

# Contract Review Sheet

Price Agreement

**SO-5601-23 - Am3**Title: Marion County Sheriff's Office Housing Subsidy Services - Oxford House (multiple)Contractor's Name: Oxford House, Inc.Department: Sheriff's OfficeContact: Kristy WitherellAnalyst: Sandra FixsenPhone #: (503) 373-4402Term - Date From: July 1, 2023Expires: June 30, 2025Original Contract Amount: \$ 100,000.00 Previous Amendments Amount: \_\_\_\_\_Current Amendment: \$ 52,000.00 New Contract Total: \$ 152,000.00 Amd% 52%Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%Source Selection Method: 20-0260 Request for Proposal RFP# SO1305-23

## Description of Services or Grant Award

**Amendment #3** is adding \$52,000.00 to the Contract Purchase Order to help community corrections and LEAD clients with Subsidy Housing through June 30, 2025.

Original Price Agreement is for Subsidy housing to clients of the Marion County Sheriff's Office at the following Oxford House locations: Athena Cove, Bailey, Breckenridge, Casey, Graham, Heritage Curt, Jade, Kenobi, Legacy, Libby's Loft, Mellow, Royal Park, Sheldon, Silverton, South Ridge, Trinity, Wilson Park, and Woodward. The contract total is a not-to-exceed amount of \$100,000 for the 2023-25 fiscal year.

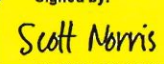
**Amendment #1** is adding a new subsidy house to the price agreement. Mandalorian House was chartered on September 1, 2023, which was after the execution of the original contract date.

**Amendment #2** is adding three new subsidy houses to the price agreement, Silver Falls (\$650), Tayside Drive (\$600), and Espiritu (\$650) and removing Breckenridge and Trinity from the price agreement due to those houses being closed.

Desired BOC Session Date: 12/18/2024Contract should be in DocuSign by: 11/27/2024Agenda Planning Date: 12/5/2024Printed packets due in Finance: 12/3/2024Management Update: 12/17/2024BOC upload / Board Session email: 12/4/2024BOC Session Presenter(s) Commander Mike HartfordCode: Y

## REQUIRED APPROVALS

DocuSigned by:  
  
 E4592AF8CAA542C...  
 Finance - Contracts  
 Date: 12/5/2024

Signed by:  
  
 60C98A6F708240B...  
 Legal Counsel  
 Date: 12/5/2024

DocuSigned by:  
  
 81946E954D644E9...  
 Contract Specialist  
 Date: 12/6/2024

DocuSigned by:  
  
 DC18351248DE4E6...  
 Chief Administrative Officer  
 Date: 12/6/2024



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: Wednesday, December 18, 2024

Department: Sheriff's Office

Title: Amendment #3 to the Contract Purchase Order with Oxford House

Management Update/Work Session Date: Tuesday, January 7, 2025 Audio/Visual aids ☐

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

Requested Action: Staff recommends approval of the Contract Purchase Order with Oxford House in the amount of \$52,000.00 for a total of \$152,000.00, for Subsidy Housing to clients of the Marion County Sheriff's Office through June 30, 2025.

Issue, Description & Background: The Marion County Sheriff's Office originally set up a price agreement with Oxford House in July 2023, providing Subsidy Housing to Marion County Sheriff's Office clients at the following Oxford House locations: Athena Cove, Bailey, Breckenridge, Casey, Graham, Heritage Curt, Jade, Kenobi, Legacy, Libby's Loft, Mellow, Royal Park, Sheldon, Silverton, South Ridge, Trinity, Wilson Park, and Woodward. In December 2023, the price agreement was amended to add the Mandalorian House. In September 2024, the price agreement was amended once again to add Silver Falls, Tayside Drive, and Espiritu, and removed Breckenridge and Trinity due to those houses being closed. Amendment #3 is adding \$52,000.00 to the agreement to get through June 30, 2025 to continue to provide subsidy housing to Marion County Sheriff's Office clients.

Financial Impacts: Adding \$52,000.00.

Impacts to Department & External Agencies: N/A

List of attachments: Original price agreement, PO, Amendment 1 & 2

Presenter: Commander Mike Hartford

Department Head Signature: Jay Bergman  
A8360599C95D420...



# MARION COUNTY FINANCE DEPARTMENT

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

Oxford House, Inc.  
1010 Wayne Ave. Suite 300  
Silver Springs, MD 20910

| Purchase Order                                                                                              |          |      |
|-------------------------------------------------------------------------------------------------------------|----------|------|
| Purchase Order No                                                                                           | Revision | Page |
|                                                                                                             |          | 1    |
| <b>Ship To:</b><br>MARION COUNTY SHERIFF<br>100 High St NE Rm B311<br>Salem, OR 97301-3736<br>United States |          |      |
| <b>Bill To:</b><br>PO Box 14500<br>Salem, OR 97309-5036<br>United States                                    |          |      |

|                  |                       |                               |                      |
|------------------|-----------------------|-------------------------------|----------------------|
| Customer Acct No | Supplier No<br>507334 | Order Date / Buyer            | Revised Date / Buyer |
| Payment Terms    | Ship Via              | F.O.B                         |                      |
| Freight Terms    | Request Or Deliver To | Confirm To / Telephone<br>( ) |                      |

| Line #       | Description                                                                    | Delivery Date | Quantity | Unit | Unit Price | Total               |
|--------------|--------------------------------------------------------------------------------|---------------|----------|------|------------|---------------------|
| 1            | Oxford House Contract Purchase Order<br>01-JUL-23 through 30-JUN-25 - Original |               |          |      |            | \$100,00.00         |
| 2            | Adding funds for Subsidy Clients<br>through 30-JUN-25 - Amendment 3            |               |          |      |            | \$52,000.00         |
| <b>Total</b> |                                                                                |               |          |      |            | <b>\$152,000.00</b> |

**INSTRUCTIONS TO VENDOR**

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

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

DocuSigned by:

Authorized By:

E4592AF8CAA542C...

MARION COUNTY PURCHASING

NOT VALID Unless Signed By Purchasing

**MARION COUNTY TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

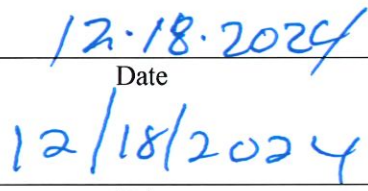
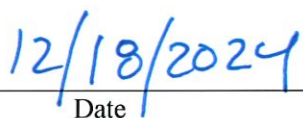
**17. SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

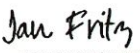
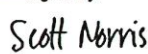
**18. WAIVER:** Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

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

**SIGNATURE PAGE FOR  
MARION COUNTY SHERIFF'S OFFICE HOUSING SUBSIDY SERVICES - OXFORD  
HOUSE (MULTIPLE) - SO-5601-23  
between  
MARION COUNTY and OXFORD HOUSE, INC.**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

|                                                                                   |                                                                                    |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
|  |                                                                                    |
| Chair                                                                             | Date                                                                               |
|  |  |
| Commissioner                                                                      | Date                                                                               |
|  |  |
| Commissioner                                                                      | Date                                                                               |

|                        |                                                                                                                                                                 |           |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|                        | <div><div>DocuSigned by:</div><div></div><div>A8380599C95D420...</div></div>   |           |
| Authorized Signature:  | Department Director or designee                                                                                                                                 | 12/5/2024 |
|                        |                                                                                                                                                                 | Date      |
|                        | <div><div>DocuSigned by:</div><div></div><div>DE10351240DE4EC...</div></div> |           |
| Authorized Signature:  | Chief Administrative Officer                                                                                                                                    | 12/6/2024 |
|                        |                                                                                                                                                                 | Date      |
|                        | <div><div>Signed by:</div><div></div><div>60C98A6F708240B...</div></div>     |           |
| Reviewed by Signature: | Marion County Legal Counsel                                                                                                                                     | 12/5/2024 |
|                        |                                                                                                                                                                 | Date      |
|                        | <div><div>DocuSigned by:</div><div></div><div>E4592AF8CAA542C...</div></div> |           |
| Reviewed by Signature: | Marion County Contracts & Procurement                                                                                                                           | 12/5/2024 |
|                        |                                                                                                                                                                 | Date      |

Contract Review Sheet

Price AgreementSO-5601-23 - Am2

Title: Marion County Sheriff's Office Housing Subsidy Services - Oxford House (multiple)

Contractor's Name: Oxford House, Inc.

Department: Sheriff's OfficeContact: Kristy Witherell

Analyst: Sandra FixsenPhone #: (503) 373-4402

Term - Date From: July 1, 2023Expires: June 30, 2025

Original Contract Amount: \$ 100,000.00Previous Amendments Amount: \$ -

Current Amendment: \$ -New Contract Total: \$ 100,000.00Amd% 0%

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

Source Selection Method: 20-0260 Request for ProposalRFP# SO1305-23

Description of Services or Grant Award

Subsidy housing to clients of the Marion County Sheriff's Office at the following Oxford House locations: Athena Cove, Bailey, Breckenridge, Casey, Graham, Heritage Curt, Jade, Kenobi, Legacy, Libby's Loft, Mellow, Royal Park, Sheldon, Silverton, South Ridge, Trinity, Wilson Park, and Woodward. The contract total is a not-to-exceed amount of \$100,000 for the 2023-25 fiscal year.

Amendment #1 is adding a new subsidy house to the price agreement. Mandalorian House was chartered on September 1, 2023, which was after the execution of the original contract date.

Amendment #2 is adding three new subsidy houses to the price agreement, Silver Falls (\$650), Tayside Drive (\$600), and Espiritu (\$650) and removing Breckenridge and Trinity from the price agreement due to those houses being closed.

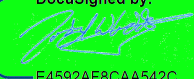
Desired BOC Session Date: \_\_\_\_\_Contract should be in DocuSign by: \_\_\_\_\_

Agenda Planning Date \_\_\_\_\_Printed packets due in Finance: \_\_\_\_\_

Management Update \_\_\_\_\_BOC upload / Board Session email: \_\_\_\_\_

BOC Session Presenter(s) \_\_\_\_\_Code: G

REQUIRED APPROVALS

|                                                                                                                                                       |            |                                                                                                                                                         |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <div>DocuSigned by:</div> <div></div> <div>F4592AE8CAA542C...</div> | 10/18/2024 | <div>DocuSigned by:</div> <div></div> <div>819A5E064D6A4EE...</div> | 11/5/2024  |
| Finance - Contracts                                                                                                                                   | Date       | Contract Specialist                                                                                                                                     | Date       |
| <div>DocuSigned by:</div> <div></div> <div>AED8FB7C0923416...</div> | 10/21/2024 | <div>DocuSigned by:</div> <div></div> <div>DC16351248DE4EC...</div>  | 10/21/2024 |
| Legal Counsel                                                                                                                                         | Date       | Chief Administrative Officer                                                                                                                            | Date       |



**Marion County**  
OREGON

**AMENDMENT 2 to SO-5601-23**  
**the PRICE AGREEMENT**  
**between**  
**MARION COUNTY and OXFORD HOUSE, INC.**

This Amendment No. 2 to the Price Agreement as amended from time to time, the Price Agreement, dated July 01, 2023, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Oxford House, Inc., hereafter called Contractor.

The Price Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~):

**3. SERVICES.** Contractor shall provide subsidy housing to clients of the Marion County Sheriff's Office at the following location(s):

| Location/Room           | Address                                                | Rate                |
|-------------------------|--------------------------------------------------------|---------------------|
| <del>Breckenridge</del> | <del>637 20<sup>th</sup> St. NE, Salem, OR 97301</del> | <del>\$425.00</del> |
| <del>Trinity</del>      | <del>1798 4<sup>th</sup> St NE, Salem, OR 97303</del>  | <del>\$550.00</del> |
| <u>Silver Falls</u>     | <u>2008 Lancaster Dr. SE, Salem OR 97305</u>           | <u>\$650.00</u>     |
| <u>Tayside Drive</u>    | <u>2855 Silverton Rd. NE, Salem, OR 97305</u>          | <u>\$600.00</u>     |
| <u>Espiritu</u>         | <u>1290 Summer St. NE, Salem, OR 97301</u>             | <u>\$650.00</u>     |

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

|                        |                                                                                         |            |
|------------------------|-----------------------------------------------------------------------------------------|------------|
| Authorized Signature:  | <div>DocuSigned by:</div> <div><u>Jay Bergmann</u></div> <div>A8360599C96D420...</div>  | 10/21/2024 |
|                        | Department Director or designee                                                         | Date       |
| Authorized Signature:  | <div>DocuSigned by:</div> <div><u>Jan Fritz</u></div> <div>BC16351248DE4EC...</div>     | 10/21/2024 |
|                        | Chief Administrative Officer                                                            | Date       |
| Reviewed by Signature: | <div>DocuSigned by:</div> <div><u>John Pettifer</u></div> <div>AFD8EB7C0923416...</div> | 10/21/2024 |
|                        | Marion County Legal Counsel                                                             | Date       |
| Reviewed by Signature: | <div>DocuSigned by:</div> <div><u>[Signature]</u></div> <div>E4592AF8CAA542C...</div>   | 10/18/2024 |
|                        | Marion County Contracts & Procurement                                                   | Date       |

**OXFORD HOUSE, INC. SIGNATURE**

|                       |                                                                                   |           |
|-----------------------|-----------------------------------------------------------------------------------|-----------|
| Authorized Signature: | <div>Signed by:</div> <div><u>[Signature]</u></div> <div>5ADGFE62414345B...</div> | 11/1/2024 |
| Title:                | Director, Contracts & Development                                                 | Date      |



**Marion County**  
OREGON

**AMENDMENT 1 to SO-5601-23**  
**the PRICE AGREEMENT**  
**between**  
**MARION COUNTY and OXFORD HOUSE, INC.**

This Amendment No. 1 to the Price Agreement as amended from time to time, the Price Agreement, dated July 01, 2023, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Oxford House, Inc., hereafter called Contractor.

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

**3. SERVICES.** Contractor shall provide subsidy housing to clients of the Marion County Sheriff's Office at the following location(s):

| Location/Room      | Address                                     | Rate            |
|--------------------|---------------------------------------------|-----------------|
| <u>Mandalorian</u> | <u>4652 Regal Drive NE, Salem, OR 97301</u> | <u>\$620.00</u> |

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

|                        |                                                                                                                         |                   |
|------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------------|
| Authorized Signature:  | <small>DocuSigned by:</small><br><br><small>AD184C08D9F44430</small><br>Jay Bergmann<br>Department Director or designee | 12/6/2023<br>Date |
| Authorized Signature:  | <small>DocuSigned by:</small><br><br><small>DF10351230B43111</small><br>Jan. Finley<br>Chief Administrative Officer     | 12/7/2023<br>Date |
| Reviewed by Signature: | <small>DocuSigned by:</small><br><br><small>60C98A8E708240B</small><br>Scott Morris<br>Marion County Legal Counsel      | 12/7/2023<br>Date |
| Reviewed by Signature: | <small>DocuSigned by:</small><br><br><small>14302A1B0AA512</small><br>Marion County Contracts & Procurement             | 12/6/2023<br>Date |

**OXFORD HOUSE, INC. SIGNATURE**

|                       |                                   |                 |
|-----------------------|-----------------------------------|-----------------|
| Authorized Signature: | <br>Dan Paulson                   | 11/8/23<br>Date |
| Title:                | Director, Contracts & Development |                 |

# Contract Review Sheet

**SO-5601-23**

 Price Agreement #: **SO-5601-23** Amendment #: \_\_\_\_\_

 Contact: **Kristy Witherell** Department: **Sheriff's Office**

 Phone #: **(503) 365-3179** Date Sent: **Monday, July 17, 2023**

 Title: **Marion County Sheriff's Office Housing Subsidy Services - Oxford House (multiple)**

 Contractor's Name: **Oxford House, Inc.**

 Term - Date From: **July 1, 2023** Expires: **June 30, 2025**

 Original Contract Amount: **\$100,000.00** Previous Amendments Amount: \_\_\_\_\_

 Current Amendment: \_\_\_\_\_ New Contract Total: **\$100,000.00** Amd% \_\_\_\_\_

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

 Source Selection Method: **20-0260 Request for Proposal** RFP# **SO-1305-23**

## Description of Services or Grant Award

Subsidy housing to clients of the Marion County Sheriff's Office at the following Oxford House locations: Athena Cove, Bailey, Breckenridge, Casey, Graham, Heritage Curt, Jade, Kenobi, Legacy, Libby's Loft, Mellow, Royal Park, Sheldon, Silverton, South Ridge, Trinity, Wilson Park, and Woodward.

The contract total is a not-to-exceed amount of \$100,000 for the 2023-25 fiscal year.

Desired BOC Session Date: \_\_\_\_\_ BOC Planning Date: \_\_\_\_\_

 Files submitted in CMS: **7/17/2023** Printed packet & copies due in Finance: \_\_\_\_\_

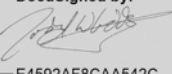
BOC Session Presenter(s) \_\_\_\_\_

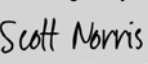
## FOR FINANCE USE

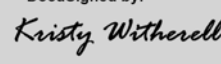
 Date Finance Received: **7/19/2023** Date Legal Received: \_\_\_\_\_

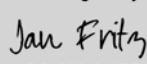
 Comments: **B**

## REQUIRED APPROVALS

DocuSigned by:  
  
 E4592AF8CAA542C... 7/19/2023  
 Finance - Contracts Date

DocuSigned by:  
  
 60C98A6F708240B... 7/20/2023  
 Legal Counsel Date

DocuSigned by:  
  
 81945E054D644EB... 7/20/2023  
 Contract Specialist Date

DocuSigned by:  
  
 DC16351248DE4EC... 7/20/2023  
 Chief Administrative Officer Date

## **REQUEST FOR AUTHORIZATION OF CONTRACT SO-5601-23**

**Date:** July 17, 2023  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Kristy Witherell

### **I. Subject: Retroactive**

The Marion County Sheriff's Office is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Oxford House, Inc. for Marion County Sheriff's Office Housing Subsidy Services - Oxford House (multiple) with a value of \$100,000.00 and will be effective retroactive to 7/1/2023 upon approval.

#### **A. BACKGROUND**

The Sheriff's Office opened an RFP in March of 2023, for subsidy housing, which opens every month. The Oxford House submitted a proposal on June 30, 2023, and it was approved on July 3, 2023.

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

The price agreement was not submitted within the required timeline due to Oxford House submitting their proposal and the RFP closing on June 30, 2023. The proposal had to go through an evaluation process and the subsidy houses that Oxford House identified (18) within their proposal needed site visits to be conducted to ensure compliance within the program. There were stop-gaps that were put into place, so services were not paused to clients. \$10,000 bridge agreements were approved to supplement the program until the contracts were approved.

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

The Sheriff's Office has gone through recent employment changes and there were several competing deadlines that had to be met. Regarding this specific price agreement, the RFP was written with options of renewal for every two years through 2029.

Submitted by:

*Kristy Witherell*

81945E054D644EB...

Kristy Witherell  
Sheriff's Office

Reviewed by:

DocuSigned by:

*Jan Fritz*

E4592AF8CAA542C...

Contracts & Procurement

Acknowledged by:

*Mr Wood*

D35430AD507F404...

Department Head

Acknowledged by:

DocuSigned by:

*Jan Fritz*

DC16351248DE4EC...

Jan Fritz, CAO

**MARION COUNTY  
PRICE AGREEMENT  
SO-5601-23**

This Price Agreement is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Oxford House hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Section 3.

**1. TERM.** This Price Agreement is effective on July 1, 2023. This Price Agreement expires on June 30, 2025. The parties may extend the term of this Contract in two-year increments through June 30, 2029.

**2. CONSIDERATION.**

The rate to be paid to Contractor under this Price Agreement, which includes any allowable expenses is per month, per client, at the rate listed in section 3.

**3. SERVICES.**

Contractor shall provide subsidy housing to clients of the Marion County Sheriff's Office at the following location(s):

| Location/Room         | Address                                      | Rate     |
|-----------------------|----------------------------------------------|----------|
| <b>Athena Cove</b>    | 1145 Columbia St. NE, Salem, OR 97301        | \$600.00 |
| <b>Bailey</b>         | 673 Maine Ave NE, Keizer, OR 97303           | \$500.00 |
| <b>Breckenridge</b>   | 637 20 <sup>th</sup> St. NE, Salem, OR 97301 | \$425.00 |
| <b>Casey</b>          | 3265 Williams Ave NE, Salem, OR 97301        | \$550.00 |
| <b>Graham</b>         | 3239 Williams Ave NE, Salem, OR 97301        | \$475.00 |
| <b>Heritage Court</b> | 3225 Williams Ave NE, Salem, OR 97305        | \$430.00 |
| <b>Jade</b>           | 1425 Marion St. NE, Salem, OR 97301          | \$500.00 |
| <b>Kenobi</b>         | 2640 Evergreen Ct. NE, Salem, OR 97301       | \$600.00 |
| <b>Legacy</b>         | 2843 Silverton Rd. NE, Salem, OR 97303       | \$450.00 |
| <b>Libby's Loft</b>   | 860 Jefferson St. NE, Salem, OR 97301        | \$450.00 |
| <b>Mellow</b>         | 2881 Silverton Rd. NE, Salem, OR 97301       | \$475.00 |
| <b>Royal Park</b>     | 2265 Center St. NE, Salem, OR 97304          | \$450.00 |
| <b>Sheldon</b>        | 2897 Silverton Rd. NE, Salem, OR 97301       | \$500.00 |
| <b>Silverton</b>      | 3227 Williams Ave NE, Salem, OR 97301        | \$450.00 |
| <b>South Ridge</b>    | 655 Boone Rd. SW, Salem, OR 97306            | \$500.00 |
| <b>Trinity</b>        | 1798 4 <sup>th</sup> St NE, Salem, OR 97303  | \$550.00 |
| <b>Wilson Park</b>    | 660 Marion St. NE, Salem, OR 97301           | \$500.00 |
| <b>Woodward</b>       | 653 Maine Ave NE, Keizer, OR 97303           | \$420.00 |

**4. PROCESS.**

County may order services during the Term of this Agreement using an ordering instrument described in this section.

A. ORDERING INSTRUMENT: Marion County Sheriff's Office Subsidy Housing Form

County shall complete the Marion County Sheriff's Office Subsidy Housing Form (Exhibit A) and submit it to Contractor.

**B. ACCEPTANCE OF ORDERING INSTRUMENT:**

Contractor shall signify its acceptance of the ordering instrument/subsidy form by reviewing and signing.

**C. INVOICING:**

Contractor shall send signed ordering instrument/subsidy form to County's at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County Sheriff's Office  
Attn: Housing Subsidy Processing  
3610 Aumsville Hwy SE  
Salem, OR 97317**

**5. COMPLIANCE WITH STATUTES AND RULES.**

A. County and the Contractor agree to comply with the provisions of this Price Agreement 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 the Contractor. Failure of the Contractor or the County to comply with the provisions of this Price Agreement and all applicable federal, state, and local statutes and rules shall be cause for termination of this Price Agreement as specified in sections concerning recovery of funds and termination.

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

B. Contractor must, throughout the duration of this Price Agreement 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 23. C. (i) through (iv) of this Price Agreement.

i. Any violation of subsection B of this section shall constitute a material breach of this Price Agreement. Further, any violation of Contractor's warranty, in subsection 23.3 of this Price Agreement, 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 Price Agreement. Any violation shall entitle the County to terminate this Price Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Price Agreement, and to pursue any or all of the remedies available under this Price Agreement, at law, or in equity, including but not limited to:

- a. Termination of this Price Agreement, in whole or in part;
- b. 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

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

**6. 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.

**7. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Price Agreement.

**8. 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 Price Agreement 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 Price Agreement. County may terminate this Price Agreement upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Price Agreement.

**9. FUNDING MODIFICATION.**

A. County may reduce or terminate this Price Agreement 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 the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

**10. RECOVERY OF FUNDS.**

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

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

Contractor shall be responsible to repay for prior Price Agreement period excess payments and unrecovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in the manner agreed on.

**11. ACCESS TO RECORDS.**

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the Price Agreement services in order to satisfy audit or program evaluation purposes deemed necessary by the 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 Price Agreement shall be retained for a minimum of three (3) years after the end of the Price Agreement 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.

**12. 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 Price Agreement. Such reports provided by the Contractor shall be supported by documentation in Contractor's possession from third parties to the extent as applicable.

**13. INDEMNIFICATION AND INSURANCE.**

A. Contractor shall defend, save, indemnify, and hold harmless the 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 Price Agreement. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the 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 19 prior to performing under this Price Agreement and shall maintain the required insurance throughout the duration of this Price Agreement 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 Price Agreement may be terminated as follows:

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

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

C. Either County or Contractor may terminate this Price Agreement in the event of a breach of the Price Agreement 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 Price Agreement at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 14C, County may terminate this Price Agreement 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 Price Agreement.

**15. INDEPENDENT CONTRACTOR.**

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Price Agreement, and maintains the appropriate license/certifications, if required under Oregon Law. This Price Agreement 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 Price Agreement. 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 Price Agreement with other parties for the duration of the Price Agreement.

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

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

**17. OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Price Agreement may be subject to Oregon's Public Records Laws.

**18. NO THIRD-PARTY BENEFICIARIES.**

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

B. Nothing in this Price Agreement 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 Price Agreement and expressly described as intended beneficiaries of this Price Agreement.

**19. INSURANCE.**

A. REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Price Agreement and shall maintain it in full force and at its own expense throughout the duration of this Price Agreement 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. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the 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 the County:

☒ Required by County    ☐ Not required by County.

**Bodily Injury/Death:**

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

iii. 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 the County:

☐ Required by County ☒ Not required by County.

**Bodily Injury/Death:**

- ☐ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Price Agreement 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 Price Agreement. 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 Price Agreement and shall be grounds for immediate termination of this Price Agreement by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Price Agreement. 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.

**20. NOTICE.** Except as otherwise expressly provided in this Price Agreement, 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 number set forth below or to such other addresses or numbers 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 Price Agreement shall be mailed by first class postage delivered to:

To Contractor:

Oxford House, Inc.  
Kathleen Gibson, CEO  
1010 Wayne Ave., Suite 300  
Silver Springs, MD 20910  
301-587-2916  
Kathleen.gibson@oxfordhouse.org

To County:

Procurement & Contracts Manager  
555 Court Street NE, Suite 5232  
P.O. Box 14500  
Salem, Oregon 97309

Copy to:

Marion County Sheriff's Office  
P.O. Box 14500  
Salem, OR 97309  
503-589-3261  
So-contracts@co.marion.or.us

**21. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Price Agreement, except for the rights and obligations set forth in sections 2, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 21 and 22.

**22. SEVERABILITY.** If any term or provision of this Price Agreement 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 Price Agreement did not contain the particular term or provision held to be invalid.

**23. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to the County that:

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

B. This Price Agreement, 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 Price Agreement, 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

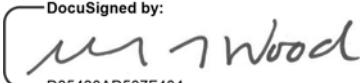
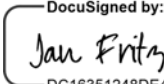
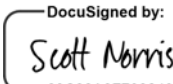
iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**24. AGREEMENT DOCUMENTS; ORDER OF PRECEDENCE:** The Price Agreement consists of the Price Agreement and the attached Exhibits. In the event of a conflict, the order of precedence is as follows:

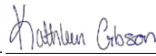
A. Price Agreement, less its exhibits

B. Exhibit A: Marion County Sheriff's Office Subsidy Form

**25. CERTIFICATIONS AND SIGNATURE.** THIS PRICE AGREEMENT 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 Price Agreement and to execute this Price Agreement on behalf of Contractor.

|                        |                                                                                                                                        |           |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Authorized Signature:  | <div>DocuSigned by:<br/><br/>D35430AD507F404...</div> | 7/20/2023 |
|                        | Department Director or designee                                                                                                        | Date      |
| Authorized Signature:  | <div>DocuSigned by:<br/><br/>DC16351248DE4EC...</div> | 7/20/2023 |
|                        | Chief Administrative Officer                                                                                                           | Date      |
| Reviewed by Signature: | <div>DocuSigned by:<br/><br/>60C98A6F708240B...</div> | 7/20/2023 |
|                        | Marion County Legal Counsel                                                                                                            | Date      |
| Reviewed by Signature: | <div>DocuSigned by:<br/><br/>E4592AF8CAA542C...</div> | 7/19/2023 |
|                        | Marion County Contracts & Procurement                                                                                                  | Date      |

**OXFORD HOUSE SIGNATURE**

|                       |                                                                                    |           |
|-----------------------|------------------------------------------------------------------------------------|-----------|
| Authorized Signature: |  | 6/30/2023 |
|                       |                                                                                    | Date      |

Title: \_\_\_\_\_

## Exhibit A

# MARION COUNTY SHERIFF'S OFFICE

## SUBSIDY HOUSING FORM

**SECTION 1:**

|                                          |                   |
|------------------------------------------|-------------------|
| <b>CLIENT NAME:</b>                      | <b>ID#:</b>       |
| <b>Date of Admission to Supervision:</b> | <b>Case Type:</b> |

I hereby request release subsidy assistance and certify that, to the best of my knowledge, no other personal or public resource exists to meet this need.

**STAFF ACKNOWLEDGMENT:**

\_\_\_\_\_  
STAFF NAME (Print)

**SECTION 2:**

CLIENT NEED: ☐ HOUSING 30-DAY SUBSIDY

|                        |                       |            |
|------------------------|-----------------------|------------|
| <b>VENDOR NAME:</b>    | <b>AMOUNT NEEDED:</b> |            |
| <b>VENDOR ADDRESS:</b> |                       |            |
| <b>SERVICE DATES:</b>  | <b>FROM:</b>          | <b>TO:</b> |

**SECTION 3:**

REPLY: ☐ APPROVED  
☐ NOT APPROVED

\_\_\_\_\_  
SUPERVISOR SIGNATURE                      DATE

AMOUNT APPROVED: \$ \_\_\_\_\_

COMMENTS: \_\_\_\_\_

| Fund | Department | Division | Program | Service | Project | Account |
|------|------------|----------|---------|---------|---------|---------|
|      |            |          |         |         |         | 525335  |

**SECTION 4: STATEMENT OF PROVIDER**

|                         |                                |
|-------------------------|--------------------------------|
| <b>PROVIDER/VENDOR:</b> |                                |
| <b>MAILING ADDRESS:</b> |                                |
| <b>PHONE #:</b>         | <b>TAX ID (If Applicable):</b> |

**PROVIDER ACKNOWLEDGMENT:** ☐ **SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

Return this form to the Marion County Sheriff's Office  
3610 Aumsville Hwy SE, Salem, OR 97317