

# Contract Review Sheet

Contract for Services

**CO-5455-23 - Am1**

Title: Elections Security Services

Contractor's Name: Creative Security, Inc.

Department: Clerk's Office

Contact: Sandra Fixsen

Analyst: Sandra Fixsen

Phone #: (503) 373-4479

Term - Date From: upon execution

Expires: December 31, 2027

Original Contract Amount: \$ 75,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ 80,000.00

New Contract Total: \$ 155,000.00

Amd% 107%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# CO1323-23

Description of Services or Grant Award

Security Services to support Marion County Elections.

**Amendment 1 extends the contract to December 31, 2027 and adds funds in the amount of \$80,000.00 to accommodate the additional timeframe.**

Desired BOC Session Date: 5/20/2026

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

Agenda Planning Date: 5/7/2026

Printed packets due in Finance: 5/5/2026

Management Update: 3/31/2026

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

BOC Session Presenter(s) Bill Burgess

Code: Y

## REQUIRED APPROVALS



04/28/2026

Finance - Contracts

Date

Contract Specialist

Date



05/01/2026

Legal Counsel

Date



Jan Fritz (May 1, 2020 20:43:44 PDT)

Chief Administrative Officer

05/01/2026

Date



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

Meeting date: May 20, 2026

Department: Clerk's Office

Title: Elections Security Services

Management Update/Work Session Date: March 31, 2026 Audio/Visual aids

Time Required: 5 minutes Contact: Bill Burgess Phone: 503-588-3579

Requested Action: Approve Amendment 1 of the Contract for Services to extend the end date to December 31, 2027 and add funds in the amount of \$80,000.00 to accommodate the additional timeframe.

Issue, Description & Background: This contract is established pursuant to ORS 279B.060 and MCPCR 20-0260 and is a result of Request for Proposal CO1323-23 for Elections Security Services to support Marion County Elections through 2026.  
Amendment 1 extends the end date to December 31, 2027 and add funds in the amount of \$80,000.00.

Financial Impacts: Adds \$80,000 for a new contract total of \$155,000.00.

Impacts to Department & External Agencies:

List of attachments: CRS, Amendment 1, Original Contract

Presenter: Bill Burgess

Department Head Signature:   
Bill Burgess (May 1, 2026 17:02:51 MDT)



**AMENDMENT 1 to CO-5455-23  
the CONTRACT FOR SERVICES  
between**

**MARION COUNTY and CREATIVE SECURITY, INC.**

This is Amendment 1 to the Contract for Services (as amended from time to time, the “Contract”), dated June 01, 2023 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Creative Security, Inc., hereafter called Contractor.

**RECITALS**

WHEREAS, this contract is established pursuant to ORS 279B.060 and MCPCR 20-0260.

WHEREAS, County issued a Request for Proposals CO1323-23 for Elections Security services to support Marion County Elections on March 15, 2023.

WHEREAS, Contractor submitted a Proposal in response to CO1323-23 on April 19, 2023, which was determined to be responsive.

WHEREAS, Amendment 1 adds funds in the amount of \$80,000.00 and extends the contract end date to December 31, 2027.

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

**1. TERM.** This Contract expires on December 31, 2027~~May 31, 2026~~.

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$155,000.00~~75,000.00~~. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

**EXHIBIT A  
STATEMENT OF WORK**

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$155,000.00~~75,000.00~~.

A. METHOD OF PAYMENT FOR SERVICES: County shall pay Contractor the amounts specified for each of the following deliverables and goods that County has accepted:

i. ~~30 per labor hour~~

i. \$35.00 per hour with a 4-hour minimum through December 31, 2026.

ii. \$36.00 per hour with a 4-hour minimum January 1, 2027 through December 31, 2027.

iii. \$0.70 per mile driven in support of the work using Contractor-owned or personal vehicles.


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

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature:  05/01/2026  
Bill Burgess (May 1, 2026 17:02:51 MDT)  
\_\_\_\_\_  
Department Director or designee Date

Authorized Signature:  05/01/2026  
Jan Fritz (May 1, 2026 20:43:44 PDT)  
\_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature:  05/01/2026  
\_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature:  04/28/2026  
\_\_\_\_\_  
Marion County Contracts & Procurement Date

**CREATIVE SECURITY, INC. SIGNATURE**

Authorized Signature: \_\_\_\_\_ Date

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

# Contract Review Sheet

CO-5455-23

Contract for Services #: CO-5455-23 Amendment #: \_\_\_\_\_

Contact: Carrie Graham Department: Clerk's Office

Phone #: (503) 566-3964 Date Sent: Friday, June 2, 2023

Title: Elections Security

Contractor's Name: Creative Security, Inc.

Term - Date From: June 1, 2023 Expires: May 31, 2026

Original Contract Amount: \$75,000.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$75,000.00 Amd% 0%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# CO1323-23

Description of Services or Grant Award

Security Services to support Marion County Elections through 2026.

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

Files submitted in CMS: \_\_\_\_\_ Printed packet & copies due in Finance: \_\_\_\_\_

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

## FOR FINANCE USE

Date Finance Received: 6/2/2023 Date Legal Received: \_\_\_\_\_

Comments: B 1

## REQUIRED APPROVALS

DocuSigned by:  
  
E4592AF8CAA542C...  
Finance - Contracts 6/2/2023  
Date

DocuSigned by:  
Carrie Graham  
C56E30E42D03469...  
Contract Specialist 6/12/2023  
Date

DocuSigned by:  
Scott Morris  
60C98A6F780240B...  
Legal Counsel 6/8/2023  
Date

DocuSigned by:  
Jan Fritz  
DC16351248DE4EC...  
Chief Administrative Officer 6/8/2023  
Date

## REQUEST FOR AUTHORIZATION OF CONTRACT CO-5455-23

**Date:** June 02, 2023  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Carrie Graham

**I. Subject:** Retroactive

The Marion County Clerk'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 Creative Security, Inc. for Elections Security with a value of \$75,000.00 and will be effective retroactive to 6/1/2023 upon approval.

**A. BACKGROUND**

The original Contract for Services for Elections Security expired May 31, 2023. An RFP was done in April 2023 to replace this expiring Contract and was awarded to Creative Security.


**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:**

Due to unforeseen delays and overall workload, the execution of this Contract was unable to happen in a timely manner before the expiration of the old Contract.

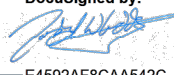
**C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:**

In the future, the Department will work more diligently to prevent this from happening with other Contracts.


Submitted by:

DocuSigned by:  
  
C56F30F42D03469...  
Carrie Graham  
Clerk's Office

Reviewed by:

DocuSigned by:  
  
E4592AF8CAA542C...  
Contracts & Procurement

Acknowledged by:

DocuSigned by:  
  
7391562EA8AF448...  
Department Head

Acknowledged by:

DocuSigned by:  
  
DC16351248DE4EC...  
Jan Fritz, CAO

**MARION COUNTY  
CONTRACT FOR SERVICES  
CO-5455-23**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Creative Security, Inc., an S-Corporation hereinafter called Contractor.

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

**1. TERM**

This Contract is effective on **June 01, 2023**. This Contract expires on **May 31, 2026**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **June 1, 2028**.

**2. CONSIDERATION**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$75,000.00. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county’s payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

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

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

**3. COMPLIANCE WITH STATUTES AND RULES**

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

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

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

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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

**4. 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.

**5. TIME IS OF THE ESSENCE**

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

**6. FORCE MAJEURE**

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

upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

**7. FUNDING MODIFICATION**

- A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of 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.

**8. RECOVERY OF FUNDS**

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

Any County funds spent for purposes not authorized by this contract and payments by 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 contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

**9. 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 contract 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 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.

**10. REPORTING REQUIREMENTS**

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

**11. CONFIDENTIALITY OF RECORDS**

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

- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

**12. 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 Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for 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 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

**13. EARLY TERMINATION**

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

**14. PAYMENT ON EARLY TERMINATION**

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

**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 contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an “independent contractor” and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**16. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of 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 Contract may be subject to Oregon’s Public Records Laws.

**18. NO THIRD-PARTY BENEFICIARIES**

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

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

**19. SUCCESSORS IN INTEREST**

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

**20. MERGER CLAUSE**

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

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

**21. WAIVER**

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

**22. REMEDIES**

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

- A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

**23. INSURANCE**

- A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:
  - i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers'

compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

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

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

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

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

- iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to 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.

**Minimum Limits:**

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

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

- Required by County  Not required by County.

**Minimum Limits:**

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

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

**24. NOTICE**

Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or 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 Contract shall be mailed by first class postage delivered to:

To Contractor:  
 3365 Cordon Rd. NE 3365 Cordon Rd. NE  
 Salem, OR, 97305

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

**25. SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

**26. SEVERABILITY**

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

**27. 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 Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the for/effective date of this Contract, faithfully has complied with:
  - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
  - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Items the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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

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

**MARION COUNTY SIGNATURES**

Authorized Signature:	<small>DocuSigned by:</small>  <small>7391562FA8AF448...</small>	6/5/2023
	Department Director or designee	Date
Authorized Signature:	<small>DocuSigned by:</small>  <small>DC16351248DE4EC...</small>	6/8/2023
	Chief Administrative Officer	Date
Reviewed by Signature:	<small>DocuSigned by:</small>  <small>60C98A6F708240B...</small>	6/8/2023
	Marion County Legal Counsel	Date
Reviewed by Signature:	<small>DocuSigned by:</small>  <small>E4592AF8CAA542C...</small>	6/2/2023
	Marion County Contracts & Procurement	Date

**CREATIVE SECURITY, INC. SIGNATURE**

Authorized Signature:	<small>DocuSigned by:</small>  <small>B8621F5D4C0C474...</small>	6/12/2023
		Date

Title: owner

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF SERVICES**

Contractor shall perform Services as described below.

**A. GENERAL INFORMATION.**

- i. This contract is established pursuant to ORS 279B.060 and MCPCR 20-0260 and is a result of Request for Proposal CO1323-23.
- ii. Each year, Marion County conducts approximately two county wide elections and two limited elections. These numbers are approximated due to the possibility of special elections. There are approximately 224,000 active registered voters in Marion County. County has engaged Contractor to provide unarmed security services to support Marion County Elections.

**B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

- i. The County may require as many as twenty-four (24) teams of two (2) people to staff official ballot drop sites and close them down simultaneously on election nights. Each team would then transport ballots and voting booth equipment and signs back to the County designated ballot sorting location. Some drop sites require coverage as early as 4:00 PM on election day. Each team closing drop sites will be required to have a vehicle not provided by the county. All drop site security personnel must be sworn in and sign the Election Board Worker oath.
- ii. County shall require one (1) to six (6) security personnel at Courthouse Square on select days beginning two or more weeks from election day through the evening of the election with some coverage into the early morning of the next day. Coverage will be needed intermittently from election day to post certification by the 27th day after election day and into the following week as we conduct the post certification audit.
- iii. County shall require security personnel at two (2) drive up locations on the day before and the day of elections. Security personnel shall monitor and maintain traffic control, with one being able to control the City of Salem provided Traffic Reader Board located on Winter and Court Streets. These tented sites are operational 6:00 AM to 8:00 PM the day before and the day of elections. One security personnel will stay overnight with the tent from Monday night to Tuesday morning. Contractor will coordinate with County regarding movement of equipment to and from each tented site so as to be operational at 6:00 AM Monday morning. Ballots collected on Monday will be transported to the county ballot sorting location Monday evening.
- iv. Security personnel shall begin covering the Marion County Clerk's Office approximately ten (10) days prior to Election Days, through approximately one (1) week post-Election. This may also include later dates as needed due to audits and recounts with observers in office. This includes but is not limited to; monitoring public observers to protect the integrity of County processes and safety of Election Board Workers and other staff. Contractor must be flexible in scheduling and coverage based on ballot flow and processing needs.

- v. All security personnel shall be well groomed, presentable, courteous, professional, and able to communicate. Security personnel must wear a distinctive safety vest or security uniform. Offeror shall ensure that each security team has at least one cellular phone to communicate with their supervisor, emergency services, and County staff. Security personnel shall be trained in deescalating concerns with violence, protesting, or other potentially dangerous situations.
  - vi. Contractor shall ensure that all Contractor staff using personal vehicles carry automobile liability insurance that satisfies ORS 806.060.
- C. **SPECIAL REQUIREMENTS.** Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

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

## 2. **COMPENSATION**

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$75,000.00**.

- A. **METHOD OF PAYMENT FOR SERVICES:** County shall pay Contractor the amounts specified for each of the following deliverables and goods that County has accepted:
- i. \$30 per labor hour
  - ii. \$0.70 per mile driven in support of the work using Contractor owned or personal vehicles
- B. **BASIS OF PAYMENT FOR SERVICES.** Milestone progress payments for completed Services. County shall pay Contractor all amounts due for Services completed and accepted by County and for Goods delivered and accepted by County at the following milestones after County's approval of Contractor's invoice to County for those Services and Goods: Per County Election.
- C. **EXPENSE REIMBURSEMENT.** No Expense Reimbursement - County will not reimburse Contractor for any expenses under this Contract.
- D. **GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.
- E. **INVOICES.** Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County**  
**Attn: Clerk's Office, Bill Burgess/Brian VanBergen**  
**PO BOX 14500**  
**Salem , OR 97309**