

Contract Review Sheet

Intergovernmental Agreement

SO-6835-25

Title: (M57) IGA Between State of Oregon and Marion County #6945_2025-27

Contractor's Name: Oregon Department of Corrections

Department: Sheriff's Office

Contact: Bethany Johnston

Analyst: Sandra Fixsen

Phone #: (503) 589-3261

Term - Date From: July 1, 2025

Expires: June 30, 2027

Original Contract Amount: \$ 1,513,520.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 1,513,520.00

Amd% 0%

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

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

Description of Services or Grant Award

The State of Oregon, through its Department of Corrections, will administer the distribution of grants to the Marion County Sheriff's Office in the amount of \$1,513,520.00 over two years. Funds will support the Student Opportunity for Achieving Results (SOAR) program, an evidence-based initiative that delivers more than 250 hours of cognitive behavioral interventions, mentoring, employment services, and addiction treatment for medium to high-risk justice-involved individuals to reduce future criminal behavior.

Desired BOC Session Date: 10/15/2025

Contract should be in DocuSign by: 9/24/2025

Agenda Planning Date: 10/2/2025

Printed packets due in Finance: 9/30/2025

Management Update: 9/30/2025

BOC upload / Board Session email: 10/1/2025

BOC Session Presenter(s) Commander Mike Hartford

Code: Y

REQUIRED APPROVALS

DocuSigned by: Sandra L. Fixsen 9/23/2025

Finance - Contracts Date

DocuSigned by: Bethany Johnston 9/23/2025

Contract Specialist Date

Signed by: Scott Morris 9/23/2025

Legal Counsel Date

DocuSigned by: Jan Fritz 9/23/2025

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 15, 2025Department: Sheriff's OfficeTitle: M57 State of Oregon/ Department of Corrections IGAManagement Update/Work Session Date: September 30, 2025 Audio/Visual aids ☐Time Required: 5 Contact: Bethany Johnston Phone: x3261

Requested Action:

Staff recommends the Board approve the incoming funds from the State of Oregon through Department of Corrections in the amount of \$1,513,520.00. Funds will be used towards programs to provide addiction treatments to offenders who are high risk of re-offending.

Issue, Description
& Background:

The State of Oregon through its Department of Corrections, will administer the distributions of grants to the Marion County Sheriff's Office over the next two years. The funds will support the Student Opportunity for Achieving Results (SOAR) program, an evidence-based initiative that delivers more than 250 hours of cognitive behavioral interventions, mentoring, employment services and addiction treatment for medium-to high- risk justice involved individuals to reduce future criminal behavior.

Financial Impacts:

The award is approved as follows:
\$756,760 for each year to provide the services listed above.
\$1,513,520.00 incoming funds for the 25-27 biennium.

Impacts to Department
& External Agencies:

Total funding \$1,513,520.00

List of attachments:

Contract review sheet, BOC agenda review form, Request for Authorization of contract, 25-27 agreement, signature page.

Presenter:

Commander Mike Hartford

Department Head
Signature:

Signed by
Nicholas Hunter
574858962EE148C...

REQUEST FOR AUTHORIZATION OF CONTRACT SO-6835-25

Date: September 16, 2025
To: Chief Administrative Officer
Cc: Contract File
From: Bethany Johnston

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. This Intergovernmental Agreement (IGA) is between State of Oregon and Marion County as it relates to the 2025-2027 Measure 57 IGA #6945 with a value of \$1,513,520.00 and will be effective retroactive to 7/1/2025 upon approval.

A. BACKGROUND

The Intergovernmental Agreement is with the State of Oregon, through its Department of Corrections, pursuant to Oregon Law 2028, Chapter 14 (Measure 57). This law, passed by Oregon voters, increases sentences for certain drug trafficking and theft offenses, mandates addiction treatment for specific offenders at high risk of reoffending, and authorizes the Department of Corrections to issue grants to counties for supplemental funding.

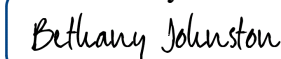
B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

This agreement was prepared by the State of Oregon to align with its fiscal biennium timeline.

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:

This may be expected to continue on a biennial basis as coordination with the State progresses. However, the State's fiscal biennium and the County's fiscal year do not run parallel or consecutively, which may impact alignment and timing.

Submitted by:


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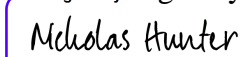
Bethany Johnston
Sheriff's Office

Reviewed by:


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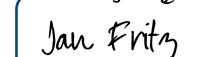
Contracts & Procurement

Acknowledged by:


574858962EE148C...

Department Head

Acknowledged by:


DC16351248DE4EC...

Jan Fritz, CAO

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Marion County hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY’s percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Intervention Budget Summary is described in Exhibit A, which is incorporated into and made part of this Agreement.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. Supplemental Funding Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. Supplemental Funding Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted adults on supervision under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance with conditions of the Plan.
- H. Participant: An adult, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to violation by an adult on supervision of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

II AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2025** and will remain in effect until **June 30, 2027** or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan.

DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

IV AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
 - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
 - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
 - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
 - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
 - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
 - 6. Treatment program design shall be culturally competent and responsive when identifying individuals who would be best served by a specific program.
 - 7. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old

patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

8. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and certain and which encourage recovery goals while holding Participants accountable for non-compliant behaviors.
9. Drug testing may be used as a treatment or accountability tool. There shall be a response, either an intervention or sanction, for this or any other rule violation, but that response shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
10. Co-ed treatment shall be avoided if possible.
11. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
12. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.

C. COUNTY shall incorporate the following data requirements into the Plan:

1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module.
3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.

D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.

E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.

F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for

controlling Supplemental Funding Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

VI DEPARTMENT RESPONSIBILITIES. The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

VII PERFORMANCE GOALS

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated adults on supervision.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

VIII FUNDS

- A. Exhibit A identifies the Supplemental Funding Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2026.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.D, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed Supplemental Funding Intervention Grant payable to COUNTY under this Agreement is \$1,513,520.00. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

X INDEMNIFICATION. See Exhibit B, which is incorporated into and made part of this Agreement.

XI TERMINATION

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

XIII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

XIV SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

XV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XVI WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVII EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVIII NOTICE

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
3723 Fairview Industrial Drive SE, Ste 200
Salem, OR 97310
Telephone: 503-945-8876
Fax: 503-373-7810
E-Mail: Jeremiah.P.Stromberg@doc.oregon.gov

To COUNTY: Marion County Sheriff's Office
Community Corrections Division
4040 Aumsville Hwy SE
Salem, OR 97301
Telephone: 503-588-8492
Fax: 503-540-8010
Email: mhartford@co.marion.or.us

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

XIX MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, either verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

MARION COUNTY

See Marion County Signature Page

Eric McDowell, Contracts Officer

Signature

Date

Title

Date

Reviewed by the
Oregon Attorney General's Office:

/s/_____
Assistant Attorney General


**SIGNATURE PAGE FOR
SO-6835-25
(M57) INTERGOVERNMENTAL AGREEMENT #6945_2025-27
between
MARION COUNTY
and
OREGON DEPARTMENT OF CORRECTIONS**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**


Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	<div style="display: flex; align-items: center;"><div style="margin-right: 5px;">Signed by:</div><div></div></div> <div style="display: flex; align-items: center; margin-top: 5px;"><div style="margin-right: 5px; font-size: small;">574858962EE148C...</div><div>Department Director or designee</div></div>	9/23/2025 Date
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Authorized Signature:	<div style="display: flex; align-items: center;"><div style="margin-right: 5px; font-size: small;">DocuSigned by:</div><div></div></div> <div style="display: flex; align-items: center; margin-top: 5px;"><div style="margin-right: 5px; font-size: small;">DC18351248DE4EC...</div><div>Chief Administrative Officer</div></div>	9/23/2025 Date
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Reviewed by Signature:	<div style="display: flex; align-items: center;"><div style="margin-right: 5px;">Signed by:</div><div></div></div> <div style="display: flex; align-items: center; margin-top: 5px;"><div style="margin-right: 5px; font-size: small;">60C98A6F708240B...</div><div>Marion County Legal Counsel</div></div>	9/23/2025 Date
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Reviewed by Signature:	<div style="display: flex; align-items: center;"><div style="margin-right: 5px; font-size: small;">DocuSigned by:</div><div></div></div> <div style="display: flex; align-items: center; margin-top: 5px;"><div style="margin-right: 5px; font-size: small;">C5F72231E6F54E3...</div><div>Marion County Contracts & Procurement</div></div>	9/23/2025 Date
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EXHIBIT A
SUPPLEMENTAL FUNDING INTERVENTION PLAN and BUDGET SUMMARY
MARION COUNTY
(To be attached upon signature and return of Agreement by County)

2025-2027 M57 Supplemental Funds Intervention Program Budget Summary

Program Expenses (please be detailed)	23-25 M57 Supplemental Funds Carryover	25-27 M57 Supplemental Funds	Other State Funds	County/Local Funds	Total
<i>A. Supervision Related Personnel Costs</i>					
Salaries and wages (include position FTE and type)					
Program Coordinator 2 (0.50 FTE)		\$91,440.25			\$91,440.25
Transition Parole Officer (1.0 FTE)		\$204,661.80			\$204,661.80
Transition Parole Officer (1.0 FTE)	\$0	\$198,966.60	\$0	\$0	\$198,966.60
Payroll taxes and benefits					
Program Coordinator 2 (0.50 FTE)		\$61,301.15			\$61,301.15
Transition Parole Officer (1.0 FTE)		\$141,655.50			\$141,655.50
Transition Parole Officer (1.0 FTE)		\$139,221.60			\$139,221.60
<i>B. Materials and Services</i>					
Office Supplies		\$2,000			\$2,000
Food Supplies		\$4,500			\$4,500
Educational Supplies	\$0	\$2,000	\$0	\$0	\$2,000
Transportation Services		\$10,620			\$10,620
Incentives		\$2,000			\$2,000
Subsidized Transitional Housing		\$25,153.10			\$25,153.10
<i>C. Treatment Provider and/or Contracted Professional Services</i>					
Marion County Health and Human Services Department – Licensed Drug and Alcohol Counselor & Mentor Services	\$0	\$630,000		\$0	\$630,000
Chemeketa Community College – Cognitive Behavioral Interventions for Employment and Education Services			\$532,282 (JRI)		\$532,282
<i>D. Sanction Costs (by type)</i>	\$0	\$0	\$0	\$0	\$0
<i>E. Capital Outlay and Start-Up Costs</i>	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$1,513,520.00	\$532,282.00	\$0	\$2,045,802.00

Exhibit A

2025-2027

Community Corrections Allocations

County	Allocation %	Grant in Aid	M57 Supplemental Funds	% of 2023-2025 DOC Releases	Transitional Fund*	Total
Baker	0.47%	\$1,312,609	\$67,730	0.37%	\$3,810	\$1,384,149
Benton	1.14%	\$3,192,276	\$165,130	0.83%	\$8,540	\$3,365,946
Clackamas	6.63%	\$18,600,090	\$960,097	6.83%	\$70,156	\$19,630,343
Clatsop	1.30%	\$3,633,151	\$187,851	1.09%	\$11,167	\$3,832,169
Columbia	1.28%	\$3,584,275	\$185,247	1.29%	\$13,269	\$3,782,791
Coos	1.79%	\$4,991,569	\$258,477	1.85%	\$19,050	\$5,269,096
Crook	0.76%	\$2,124,133	\$109,700	0.74%	\$7,620	\$2,241,453
Curry	0.57%	\$1,583,320	\$81,913	0.51%	\$5,255	\$1,670,488
Deschutes	4.08%	\$11,407,011	\$589,893	4.19%	\$43,092	\$12,039,996
Douglas	3.22%	\$9,005,148	\$466,155	3.26%	\$33,501	\$9,504,804
Gilliam	0.06%	\$161,948	\$50,000	0.03%	\$263	\$212,211
Grant	0.19%	\$530,678	\$50,000	0.14%	\$1,445	\$582,123
Harney	0.20%	\$550,115	\$50,000	0.15%	\$1,577	\$601,692
Hood	0.39%	\$1,087,713	\$56,153	0.22%	\$2,233	\$1,146,099
Jackson	8.46%	\$23,658,228	\$1,224,507	7.42%	\$76,199	\$24,958,934
Jefferson	1.12%	\$3,125,735	\$161,367	1.33%	\$13,663	\$3,300,765
Josephine	3.83%	\$10,721,915	\$554,870	4.19%	\$43,092	\$11,319,877
Klamath	3.16%	\$8,824,596	\$457,037	2.56%	\$26,276	\$9,307,909
Lake	0.35%	\$968,331	\$50,074	0.36%	\$3,679	\$1,022,084
Lane	9.17%	\$25,647,605	\$1,326,537	9.57%	\$98,270	\$27,072,412
Lincoln	1.81%	\$5,052,752	\$261,371	1.51%	\$15,503	\$5,329,626
Linn	4.20%	\$11,745,825	\$608,274	4.81%	\$49,398	\$12,403,497
Malheur	1.88%	\$5,252,019	\$271,791	2.15%	\$22,071	\$5,545,881
Marion	10.46%	\$29,216,848	\$1,513,520	10.50%	\$107,861	\$30,838,229
Morrow	0.43%	\$1,213,035	\$62,810	0.41%	\$4,204	\$1,280,049
Multnomah	15.80%	\$44,182,247	\$2,287,070	16.08%	\$165,141	\$46,634,458
Polk	1.57%	\$4,376,222	\$226,493	1.76%	\$18,130	\$4,620,845
Sherman	0.06%	\$153,598	\$0	0.03%	\$263	\$153,861
Tillamook	0.51%	\$1,435,087	\$74,099	0.56%	\$5,781	\$1,514,967
Umatilla	2.19%	\$6,111,355	\$316,511	1.75%	\$17,999	\$6,445,865
Union	0.67%	\$1,893,256	\$97,399	0.47%	\$4,861	\$1,995,516
Wallowa	0.13%	\$357,404	\$50,000	0.12%	\$1,182	\$408,586
Wasco	0.81%	\$2,274,979	\$125,476	0.55%	\$5,649	\$2,406,104
Washington	9.16%	\$25,652,599	\$1,325,090	10.09%	\$103,657	\$27,081,346
Wheeler	0.02%	\$100,000	\$0	0.03%	\$263	\$100,263
Yamhill	2.17%	\$6,074,148	\$314,195	2.25%	\$23,122	\$6,411,465
Total	100.00%	\$279,801,820	\$14,586,837	100%	\$1,027,242	\$295,415,899

*Represents 80% of legislative appropriation, DOC retains 20% for transitional costs such as transportation, housing, etc.

EXHIBIT B INDEMNIFICATION MARION COUNTY

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL.

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Department may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



MARION COUNTY SHERIFF'S OFFICE

NICK HUNTER, SHERIFF

STUDENT OPPORTUNITY FOR ACHIEVING RESULTS (SOAR)

SOAR is an evidence-based, intensive, and collaborative 12-week treatment, mentoring, and employment program designed for individuals with high criminogenic needs and identified substance use issues. SOAR is culturally inclusive and delivers 250+ hours of cognitive behavioral interventions to help reduce future criminal behavior by providing enhanced supervision, mentoring services, employment services, and substance use treatment.

The target population served is substance-addicted, medium to high-risk community corrections clients on felony probation and/or post-prison supervision who have a current property crime charge, or a history of property crime charges or convictions listed in ORS 137.717. As a result, thus far, the passage of HB 4002 has had minimal impact on the SOAR program and there have been no changes made to the program as a result.

The SOAR program was initially offered as a men's program. In the spring of 2023, the SOAR program held the first female-specific cohort. The male and female programs are held separately and offer gender specific assessments, resources, and curriculum.

Curriculum offered to both male and female cohorts include, but are not limited to, The Change Companies MEE Journals, Stages to Change, Untangling Relationships, and the University of Cincinnati Corrections Institute Cognitive Behavioral Interventions for Substance Use Adult (CBI-SUA) and Employment (CBI-EA).

The female class offers gender-responsive case planning, curriculum, interventions, resources, and staff to address the needs of the participants being served. Female-specific curriculum includes, but is not limited to, Healing Trauma facilitated by The Pathfinder Network, Living in Balance, Moving On, and Seeking Safety.

SOAR is a cognitive-based program that offers a variety of services including enhanced supervision, motivational programming, cognitive programming, mentoring, housing resources, employment programming/services, and substance use treatment.

SOAR programming includes two Community Corrections Deputies who are assigned to work with all SOAR participants. Deputies use assessments such as the Level of Service/Case Management Inventory (LS/CMI), Women's Risk Needs Assessment (WRNA), and the Public Safety Checklist (PSC) to determine criminal risk factors and to create individual case plans.

For each student to have a safe and healthy learning environment, all students are expected to follow SOAR program expectations. Expectations are introduced to participants during SOAR orientation and include attendance, punctuality, group engagement, assignment completion, skill demonstration, UA submission as required, and pro-social behavior.

Rewards and consequences have been formalized in a written policy to ensure staff consistency and provide clarity to program participants. The policy is based on the belief that the most effective reinforcement (both positive and negative) comes immediately after the behavior (when feasible) in question. Examples of rewards include but are not limited to:

- Reduction of curfew

- Decrease in reporting
- Removal of special conditions
- Reunification with family, minors, or victims
- Early termination from supervision
- Transfer to the Limited Supervision Unit (LSU)
- Gift cards, prizes, candy, etc.
- Validation for program achievement
- Advancement in the program, certificate of completion, and a graduation celebration.

Consequences (sanctions/interventions) will be used to extinguish anti-social behavior and to promote future behavioral change. Like rewards, consequences will be implemented consistently and immediately after the behavior (when feasible). All appropriate consequences are utilized on an as-needed and on a case-by-case basis. Listed below are some of the guiding principles for this process:

- Responses to violations of supervision must be swift and sure
- Responses to violations shall be fair and just
- Responses to violations shall be commensurate to the severity of the behavior and risk to the community

Any sanction imposed will be in accordance with the Administrative Sanctions Sanctioning Grid. Examples of consequences are, but are not limited to, the following:

- Reprimands (verbal/written)
- GPS monitoring
- House arrest
- Curfew
- Jail

The collaborative nature of the program is made possible with the assistance and cooperation of several local government and private non-profit agencies including The Pathfinder Network of Oregon, Marion County Health and Human Services Department, Chemeketa Community College, and the Community Corrections Division of the Marion County Sheriff's Office.

The Marion County Health and Human Services Department provides an Addictions Treatment Program that is licensed by the State of Oregon. A CADC is responsible for providing evidence-based substance use programming, assessments, and counseling. A CRM provides pro-social support, transportation, and access to community resources.

Chemeketa Community College provides two Training and Employment Specialists who deliver evidence-based cognitive-behavioral interventions related to acquiring and maintaining employment, and access to college and community resources.

The Marion County Sheriff's Office provides two Community Corrections Deputies that provide intensive supervision, case planning, and a pro-social activities group. Participants have access to an in-house Qualified Mental Health Professional who can conduct evaluations and connect individuals to needed mental health services. Additionally, a Program Coordinator is responsible for development and implementation of the program and acts as a liaison between partnering agencies and community resources.

Partnering agencies such as the Marion County Housing Authority, St. Vincent DePaul, local transitional housing partners, the Family Support Division of the Marion County District Attorney's Office, and other community partners connect program participants with resources to support independent living.