

Contract Review Sheet

Grant AgreementPW-6111-24 (8)

Title: Commercial Septic Grant Agreement

Contractor's Name: City of Detroit (Michelle Connor)

Department: Public Works Department Contact: Alicia Jones

Analyst: Kathleen George Phone #: -4388

Term - Date From: Execution Expires: October 31, 2026

Original Contract Amount: \$ 164,227.00 Previous Amendments Amount: _____

Current Amendment: _____ New Contract Total: _____ Amd% _____

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

Source Selection Method: Not Applicable (Incoming Funds) Department

Description of Services or Grant Award

OBDD Grant SR2240 (Project B) Commercial Septic Grant Agreement with City of Detroit (Michelle Connor) (\$164,227).

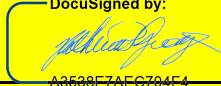
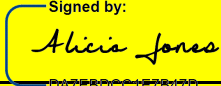
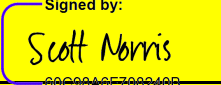
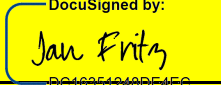
Desired BOC Session Date: 8/27/2025 Contract should be in DocuSign by: 8/6/2025

Agenda Planning Date 8/14/2025 Printed packets due in Finance: 8/12/2025

Management Update 8/12/2025 BOC upload / Board Session email: 8/13/2025

BOC Session Presenter(s) Brian Nicholas Code: Y

REQUIRED APPROVALS

<div>DocuSigned by:  A3528E7AE6704F4...</div> <div>8/11/2025 Date</div> <div>Finance - Contracts</div>	<div>Signed by:  DATEBDDCC1E7B47D...</div> <div>8/12/2025 Date</div> <div>Contract Specialist</div>
<div>Signed by:  68C98A6F700240D...</div> <div>8/12/2025 Date</div> <div>Legal Counsel</div>	<div>DocuSigned by:  D616354240BE4EC...</div> <div>8/12/2025 Date</div> <div>Chief Administrative Officer</div>



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: 8/27/2025Department: Public WorksTitle: Commercial Septic Grant Agreement PW-6111-24 (345 Santiam Avenue W Detroit, Oregon 97342)Management Update/Work Session Date: 8/5/2025 Audio/Visual aids ☐Time Required: 10 minutes Contact: Brian Nicholas Phone: 503-588-7943**Requested Action:**

Approval of Agreement PW-6111-24 (8) between Marion County and City of Detroit for the construction of septic system repairs and improvements at 345 Santiam Avenue W Detroit, Oregon 97342, under Marion County's Commercial Septic Repair, Alteration and Replacement Grant Program.

Issue, Description & Background:

Marion County Public Works has received a Wildfire Recovery Septic Grant application from 345 Santiam Avenue W Detroit, Oregon 97342, and verified the property is eligible for grant funding under the State of Oregon Coronavirus State Fiscal Recovery Fund Grant Agreement Contract Number SR2240, "Marion County - North Santiam Septic to Sewer Grant".

The property is eligible for cash reimbursement for actual costs associated with repair, replacement or construction of septic system for an amount not exceeding \$164,227.

Financial Impacts:

The total estimated cost for the grant is \$164,227 of which 100% will be paid with federal funds. No matching funds are required of Marion County.

Impacts to Department & External Agencies:

No impacts to external agencies are anticipated.

List of attachments:

Grant Agreement PW-6111-24

Presenter:

Brian Nicholas, Public Works Director, Marion County Public Works

Department Head Signature:

DocuSigned by:

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**MARION COUNTY
COMMERCIAL ONSITE SEPTIC GRANT AGREEMENT
PW-6111-24 (8)**

This Grant Agreement (the "Agreement") is entered into by and between Marion County, a political subdivision of the State of Oregon, acting by and through its Public Works Department, hereinafter called "County" and City of Detroit hereinafter referred to as "Grantee".

RECITALS

- A. Grantee's property located at 345 Santiam Avenue W Detroit, Oregon 97342, and more particularly described as Marion County Taxlot(s) 105E02DA00102, contains an essential public facility within the planned service area of the future Detroit-Idanha sanitary sewer system as shown in the North Santiam Sewer Authority (NSSA) Wastewater Master Plan, dated September 7, 2021.
- B. County has obtained American Rescue Plan Act ("ARPA") funds from the federal government, which may be used for financial grants to property owners for the repair, alteration, replacement and/or construction of commercial onsite septic systems as a part of County's North Santiam Canyon Sewer Project, to assist with economic recovery and redevelopment of essential public facilities and Detroit's commercial core following the 2020 Beachie Creek and Lionshead wildfires.
- C. Grantee has applied for a commercial onsite septic grant under County's Commercial Septic Repair, Alteration and Construction Grant Program (the "Grant") and County has determined that Grantee meets all eligibility criteria for a grant award.

Now, therefore, in consideration of the mutual covenants contained herein, County and Grantee agree as follows:

- 1. **Grant Amount** – County shall provide a monetary grant not to exceed **\$164,227** to Grantee for the repair, alteration, replacement and/or construction by Grantee of a commercial onsite septic system installation. The septic system shall be constructed on the Property, unless otherwise specified in Paragraph 5, and shall conform to all requirements of MARION COUNTY/OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY onsite septic AUTHORIZATION/INSTALLATION permit requirement. County is not responsible for any costs exceeding the grant amount specified herein unless later amended in writing by County.
- 2. **Installment Payments** – County may, in its sole discretion, provide the grant funds described above in installments to facilitate the acquisition of needed parts or labor, which may include the payment of consultant fees by a certified commercial septic design professional, retainer fees that are reasonable and customary within the commercial onsite septic industry and/or the purchase of essential septic materials and equipment by Grantee. Grantee shall provide to County copies of paid invoices, receipts or other financial records deemed satisfactory by County to document actual costs incurred by Grantee prior to the issuance of any installment payments by County.

3. **Permits and Authorizations** – Grantee shall obtain all necessary building permits, onsite septic authorizations, land use approvals and all other permits and approvals required for the development of the Property and repair, alteration, replacement and/or construction of the commercial onsite septic system. Grantee acknowledges that the conduct of onsite septic work without first acquiring necessary permits, authorizations and approvals may render some or all costs ineligible for reimbursement under the Grant.
4. **Connection to Future Municipal Sewer Service** – Grantee shall repair, alter, replace or construct the onsite septic system in such a way that allows the Property to be connected to the future Detroit-Idanha sewer system when municipal sewer service becomes available. Grantee agrees to connect to the future sewer system when such a system is operable and available to the Property and to decommission the onsite septic system funded under this Grant in accordance with state and local onsite septic regulations in effect at the time of decommissioning.
5. **Onsite Septic Installations Involving More Than One Legal Parcel of Land** – In the event Grantee proposes to serve more than one parcel of land using the permitted onsite septic system funded under this grant, proposes to place the onsite septic system on one parcel to serve another parcel, or proposes to configure the onsite septic system in such a way that it crosses existing property lines, Grantee shall prepare, execute and record all necessary easements, property line adjustments, deed consolidations, covenants and/or any other instrument necessary to satisfy state and local regulations regarding such installations prior to the distribution of any Grant funds under this Agreement. Such work shall be performed by a Professional Engineer, Professional Land Surveyor or other professional licensed to perform such work in Oregon. This is an eligible expense under this Grant and an estimated cost of **\$0** has been included in the Grant Amount for this purpose.
6. **Use of a Certified Commercial Onsite Septic Design Professional** – The permitted onsite septic system requires the preparation of design and permit documents by a Certified Commercial Onsite Septic Design Professional (the “Design Professional”). The Design Professional shall submit onsite septic permit applications on behalf of Grantee and shall act as the property owner’s representative during permit consultation and onsite septic system installation.

Grantee has engaged Fuhrman Septic Design and Consulting to provide Design Professional services. The cost of Design Professional services is a reimbursable expense under this Grant and an estimated cost of **\$4,227** has been included in the Grant Amount for this purpose. Grantee shall provide to County a complete copy of the executed contract for services between Grantee and Grantee’s Design Professional, including the Design Professional’s itemized services fees.

7. **Use of a Certified Commercial Onsite Septic Installer** – Grantee shall use a Certified Commercial Onsite Septic Installer (the “Installer”) for all onsite septic system repair, alteration, replacement and/or construction work. Grantee acknowledges that onsite septic work performed by any entity other than a Certified Commercial Onsite Septic Installer may render some or all of the work ineligible for reimbursement. Grantee shall provide to County a complete copy of the executed contract between Grantee and Grantee’s Installer, including the Installer’s itemized construction cost estimate and fee for services.

8. **Permit Fees** – County shall pay all state and local permit fees associated with the onsite septic system repair, alteration, replacement and/or construction.
9. **Grantee and County Representatives** – All written communications between the parties regarding the administration of this grant, including but not limited to Q&A, grant approvals, notifications, amendments, submission of required documentation, payment requests and all other matters shall include the following representatives:

Grantee

Michelle Connor
City of Detroit
Po. Box 589 Detroit, OR, 97342
(503) 983-5651
MConnor@DetroitOR.gov

Marion County Grant Manager

Alicia Jones, Marion County Public Works
5155 Silverton Road NE, Building 1
Salem, OR 97305
(503) 373-4320
AJones@co.marion.or.us

Marion County Project Manager

Brian Nicholas, Marion County Public Works
5155 Silverton Road NE, Building 1
Salem, OR 97305
(503) 566-4119
BNicholas@co.marion.or.us

10. **Payment Requests** – Grantee shall request Grant payments in writing (email acceptable) in the form specified by County and shall provide documentation necessary to substantiate the eligible costs incurred by Grantee, which may include itemized receipts, paid invoices, or other documents deemed acceptable by County. County will review the cost information and notify Grantee if additional information is required and/or if any submitted costs are found to be ineligible for reimbursement under the Grant. County will schedule the payment to Grantee to occur with thirty (30) days of approval of the pay request.

11. General provisions:

- a. The term of this Agreement begins on the date all required signatures are applied to the signature page and expires on **October 31, 2026**, unless otherwise terminated or extended by the parties. The remedies available to County and Grantee shall survive the termination of the Agreement, whether upon expiration or termination.
- b. County may monitor Grantee's activities as County deems necessary or appropriate to determine whether Grant funds are used in accordance with this Agreement. Grantee shall cooperate fully with all County monitoring activities and shall promptly respond to all requests for information. Failure by Grantee to fully cooperate or promptly respond will be considered a material breach of this Agreement. Grantee shall maintain all records pertinent to this Agreement in such a manner as to clearly document Grantee's use of funds, activities, and performance. County, the State of Oregon, or the applicable audit agencies of the U.S. Government shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Grantee related to this agreement.

- c. It is the responsibility of Grantee to ensure Grant funds are used in compliance with this Agreement. Upon County's identification of any misexpenditure by Grantee, Grantee's Design Professional and/or Grantee's Installer, or excess payment by County, County shall notify Grantee thereof. Upon Grantee's identification of any misexpenditure or excess payment, Grantee shall notify County thereof. Within 30 days of identifying a misexpenditure or excess payment, Grantee shall make full payment to County. Alternatively, County may withhold the payment of some or all of one or more future installments to correct the misexpenditure.
- d. County may withhold any and all Grant funds from Grantee if County, in its sole discretion, determines that Grantee has failed to satisfy in a timely manner any material obligation arising under this Agreement. Nothing in this section limits the County's ability or authority to pursue any or all legal or equitable remedies for Grantee's breach of this Agreement.
- e. In the event the Marion County Board of Commissioners reduces, changes, eliminates, or otherwise modifies funding in a manner that reduces this Grant award, the Grantee agrees to abide by any such decision including termination of this Agreement.
- f. County may terminate this Agreement as set forth below:
 - i. For its convenience upon thirty (30) days written notice from County to Grantee;
 - ii. Immediately upon written notice from County to Grantee, or at such later date as County establishes in such notice, if Grantee is in material breach of any obligation arising under this Agreement.
- g. Grantee may, upon thirty (30) days written notice, terminate this Agreement, in which case Grantee agrees to return any funds previously received from County under this Agreement for costs deemed at the time of termination to be ineligible for reimbursement due to the termination.
- h. In the event of termination of this Agreement by either party, all unexpended Grant funds shall be retained by County.
- i. Termination of this Agreement shall not impair or invalidate any remedy available to County or to Grantee hereunder, at law, or otherwise.
- j. This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Venue for any disputes arising out of this Agreement shall be in the Marion County Circuit Court.
- k. Grantee shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Agreement.
- l. County and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or

otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- m. This 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 Grantee is acting as a "Beneficiary" as defined in the American Rescue Plan Act and is not an employee of County. Grantee accepts full responsibility for taxes or other obligations associated with all payments made to Grantee under this Agreement.
- n. The Grantee shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of any and all acts of Grantee and Grantee's representatives, contractors and consultants.
- o. Time is of the essence in the performance of all obligations under this Agreement.
- p. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by both parties, including all necessary County approvals. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.
- q. The obligations under this Agreement bind and benefit the County and Grantee and inure to the benefit of their respective successors and assigns.
- r. Grantee's obligations under this Agreement shall survive any expiration or termination of this Agreement.


GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

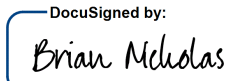
MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:


Chair _____ Date _____


Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  DocuSigned by: Jan Fritz
8/12/2025
Chief Administrative Officer _____ Date _____

Authorized Signature:  DocuSigned by: Brian Nicholas
8/11/2025
Department Director or designee _____ Date _____

Reviewed by Signature:  Signed by: Scott Norris
8/12/2025
Marion County Legal Counsel _____ Date _____

Reviewed by Signature:  DocuSigned by: _____
8/11/2025
Marion County Contracts & Procurement _____ Date _____

GRANTEE SIGNATURE

Authorized Signature: _____ Date _____

Grantee Name: _____