

Contract Review Sheet

Grant Agreement

CS-6990-26

Title: Econ- Travel Salem Tourism Grant

Contractor's Name: Travel Salem

Department: Community and Economic Development Department Contact: Ashley Jackson

Analyst: Kathleen George Phone #: (503) 584-7722

Term - Date From: July 1, 2025 Expires: June 30, 2026

Original Contract Amount: \$ 150,000.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 150,000.00 Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

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

Description of Services or Grant Award

One-time grant agreement to provide tourism marketing & destination development activities in the Salem Area.

Desired BOC Session Date: 5/6/2026 Contract should be in DocuSign by: 4/15/2026

Agenda Planning Date: 4/23/2026 Printed packets due in Finance: 4/21/2026

Management Update: 4/21/2026 BOC upload / Board Session email: 4/22/2026

BOC Session Presenter(s) Chip Bury Code: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____ Contract Specialist _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 5/6/2026

Department: Community and Economic Development

Title: Travel Salem Grant Agreement

Management Update/Work Session Date: April 22, 2026 Audio/Visual aids

Time Required: 5 minutes Contact: Chip Bury Phone: 503-588-3235

Requested Action:
Approve a contract with Travel Salem to provide \$150,000 in Lottery funding for tourism marketing in Marion County.

Issue, Description & Background:
The County's contract with Travel Salem expired July 1, 2025. The newly established Tourism Grant Program was approved at the March 25, 2026 Board Session, with project funding expected to begin in July 2026.

To ensure continuity of tourism promotion, the Board will have the opportunity to consider approval of Agreement CS-6990-26 with Travel Salem to provide interim funding until the Tourism Grant program can be implemented.

Financial Impacts:
This agreement allocates Lottery funds in the amount of \$150,000 and is set to expire 6/30/2026.

Impacts to Department & External Agencies:
The approval of this agreement will provide funding for Travel Salem to support tourism marketing in Marion County, which contributes to local economies.

List of attachments: CS-6990-26

Presenter: Chip Bury

Department Head Signature: *Kelli Wase*

**REQUEST FOR AUTHORIZATION OF CONTRACT
CS-6990-26**

Date: 4/29/2026
To: Chief Administrative Officer
Cc: Contract File
From: Ashley Jackson

I. Subject: Retroactive

The Marion County Community and Economic Development Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Travel Salem for Econ- Travel Salem Tourism Grant with a value of \$150,000.00 and will be effective retroactive to 7/1/2025 upon approval.

A. BACKGROUND

Travel Salem’s previous agreement expired in June of 2025; the Community and Economic Development Department was tasked with creating a grant program for Tourism at a work session in May 2025. This agreement is to provide gap funding until the Tourism Grant Program can be implemented.

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 is to provide continuity in Tourism related efforts in the Salem region until funding for the Tourism Grant Program can be implemented.

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

The Tourism Grant Program will ensure similar situations do not occur in the future.

Submitted by:

Reviewed by:

Ashley Jackson
Community and Economic Development
Department

Contracts & Procurement

Acknowledged by:

Acknowledged by:

Department Head

Jan Fritz, CAO

MARION COUNTY
ECON - TOURISM MARKETING AND DESTINATION DEVELOPMENT SERVICES
GRANT AGREEMENT CS-6990-26

This Grant Agreement (this “Agreement”) is entered into by and between Marion County (a political subdivision of the State of Oregon), acting by and through its Community Services Department, hereinafter called “County” and Travel Salem, an Oregon Nonprofit, hereinafter referred to as "Grantee".

Recitals

- A. This Agreement is made pursuant to Marion County’s Economic Development Lottery Fund as defined in ORS 461.540 and is made possible through funding proceeds received from the Oregon Economic Development Video Lottery Grant Program.
- B. County has received an allocation from the Oregon State Treasury’s Administrative Services Economic Development Fund, pursuant to the authority of ORS 461.500 et seq. The program established pursuant to ORS 461.500 et seq. and referenced in this Agreement is known as the “Economic Development Grant Program” or “EDGP.”
- C. The allocation of funds under this Agreement (the “Allocation”) is subject to ORS 461.500 et seq., including any special conditions. Each of these regulations and the Funding Approval constitute part of this Allocation of Funds Agreement and are incorporated herein by reference.
- D. The Allocation is also subject to Marion County’s EDGP Funding Criteria; regulatory changes; and guidelines and other official notices or clarification that may become available from time to time.
- E. County has determined that the Grantee’s activities, as hereinafter defined, are feasible and merit funding.

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation of Recitals, Agreement Purpose

a. Incorporation of Recitals

The foregoing Recitals are incorporated herein by reference but are subject to the express terms of this Agreement.

b. Agreement Purpose

The purpose of the EDGP is to fund economic development programs or projects (as defined in ORS 461.540) that have countywide significance and/or strong support within a Marion County community. Recipient projects and use of funds awarded through this agreement must support the following ORS 461.540 requirements:

- 1) Create jobs in Marion County which includes, but is not limited to: (a) Supporting the creation of new jobs in Oregon; (b) Helping prevent the loss of existing jobs in Oregon; (c) Assisting with work transition to new jobs in Oregon; or (d) Training or retraining workers.
- 2) Further economic development in Marion County which includes, but is not limited

to, providing: (a) Services or financial assistance to for-profit and nonprofit businesses located or to be located in Oregon; (b) Services or financial assistance to business or industry associations to promote, expand, or prevent the decline of their business or industry; or (c) Services or financial assistance for facilities, physical environments or development projects.

Grant funds are derived from lottery sources and are subject to the conditions restricting their use as set forth above, and as provided in this Agreement.

2. TERM OF AGREEMENT

This Agreement is effective starting on July 1, 2025. This Agreement expires on June 30, 2026. The remedies available to County and Grantee shall survive the termination of the agreement, whether upon expiration or termination pursuant to Section 10 herein.

3. SCOPE OF WORK

Grantee shall perform the activities described in Exhibit A in accordance with the terms and conditions of this Agreement and other applicable laws whether or not described in this Agreement. Grantee shall perform its obligations hereunder efficiently, effectively and within applicable EDGP timelines, all to the satisfaction of County.

Any changes to the activities by the Grantee shall require the prior written approval of County. Requests for and justification of any change must be submitted in writing to the County and be approved in writing by the County prior to commencement of the requested change.

4. GRANT FUNDING

- A. County has agreed to make a conditional award of funds to the Grantee in the not-to-exceed amount of \$150,000.00 (the “Grant”). Disbursements are considered an advance of funds to Grantee which Grantee may retain only if properly expended, in accordance with the terms and conditions of this Agreement, prior to the termination of this agreement.
- B. Grant distributions will be made by County to Grantee upon Grantees request and compliance with the requirements set forth in Exhibit A.

5. REPORTING REQUIREMENTS

Grantee must complete and submit all required progress and financial reports to County as set forth in Exhibit A.

6. GRANT MONITORING

- A. County may monitor the activities of each Grantee as it deems necessary or appropriate to determine whether grant funds are used in accordance with this Agreement.
- B. Grantee shall cooperate fully with all County monitoring activities and shall promptly respond to all requests. Failure by Grantee to fully cooperate or promptly respond will be considered a material breach of this Agreement.
- C. Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records pertinent to this agreement in such a manner as to clearly document Grantee’s use of funds, activities, and performance.
- D. The 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.

7. MISEXPENDITURES, UNDEREXPENDITURES AND EXCESS PAYMENTS

- A. It is the responsibility of Grantee to monitor expenses and ensure funds are expended in compliance with this agreement.
- B. Upon County’s identification of a misexpenditure or excess payment, County shall notify Grantee thereof. Upon Grantee’s identification of a misexpenditure or excess payment, Grantee shall notify County thereof.
- C. Within 30 days of identifying a misexpenditure or excess payment, Grantee shall make full payment to County. Within 30 days of receiving notice of a misexpenditure or excess payment, Grantee shall make full payment to County.
- D. Grantee shall return any underexpenditure to County within 30 days of Agreement termination.

8. WITHHOLDING AND REDISTRIBUTION OF GRANT FUNDS

- A. County may withhold any and all Grant funds from Grantee if County, in its sole discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement including, but not limited to, providing complete, accurate and timely reports satisfactory to County detailing Grantee performance under this Agreement.
- B. If Grant funds are not obligated for reimbursement by Grantee in a timely manner as determined by County at its sole discretion, County may reduce Grantee funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Grantees or retain such Grant funds for other County use.
- C. 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.

9. FUNDING APPROPRIATION

In the event the Board of Commissioners of the County 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.

10. TERMINATION

- A. County may immediately terminate this Agreement as set forth below:
 - 1. For its convenience upon thirty (30) days’ prior written notice from County;
 - 2. Immediately upon written notice by County to Grantee, or at such later date as County may establish in such notice, if Grantee is in default.
- B. Grantee may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if the County unreasonably fails to provide timely funding hereunder and does not correct such failure within the thirty (30) day notice period.
- C. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Grantee under this Agreement shall be delivered to County within

thirty (30) days of the date of termination or upon such date as requested by County.

- D. Termination of this Agreement shall not impair or invalidate any remedy available to County or to Grantee hereunder, at law, or otherwise.
- E. Agreement may be terminated at any time by mutual consent of both parties upon 30 days' notice, in writing and delivered by certified mail or in person.

11. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law.

12. COMPLIANCE WITH APPLICABLE LAW

Grantee shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement.

13. NO THIRD-PARTY BENEFICIARIES

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.

14. NOTICES

Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

County Contact Person: Ashley Jackson
Contact Telephone Number: 503-584-7722
E-Mail Address: cscontracts@co.marion.or.us
Mailing Address: 555 Court St NE, Salem OR 97301 Ste. 3231

Travel Salem Contact Person: Angie Villery
Contact Telephone Number: 503-581-4325
E-Mail Address: angie@travelsalem.com
Mailing Address: 630 Center St. NE NE Salem OR 97301

15. INSURANCE AND WORKERS COMPENSATION

The Grantee shall maintain at all times commercial general liability insurance, property damage insurance, and professional if applicable, covering its activities and operations under this Agreement. Grantee agrees to provide County with a copy of required insurance upon request.

16. GRANTEE STATUS

The Grantee is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Grantee'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 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 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”, Grantee will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Grantee is free to contract with other parties for the duration of the contract.

17. INDEMNITY

The Grantee shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of the Grantee, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

18. TIME IS OF THE ESSENCE

Time is of the essence in the performance of all under this Agreement.

19. MERGER CLAUSE

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 all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.

20. CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE

The undersigned certifies under penalty of perjury both individually and on behalf of Grantee that by signature on this Agreement for Grantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

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

TRAVEL SALEM SIGNATURE

Authorized Signature: _____

Date

Title: _____

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

EXHIBIT A

1. STATEMENT OF SERVICES

Grantee shall perform Services as described below.

A. GENERAL INFORMATION.

Funding allocation for this Agreement was presented to the Board of Commissioners at a work session on January 29th, 2026. This grant will fund Tourism Marketing & Destination Development activities in the Salem area.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Grantee will support Marion County with Tourism Marketing & Destination Development by performing the following:

1. Marketing & Visitor Promotion Activities

Activities to include (but not limited to):

- a) Develop and implement a marketing plan for the Salem region that positions the area as a leading tourist destination in Oregon.
- b) Identify new marketing avenues for the region to develop its brand.
- c) Develop strategic marketing communications and brand support to promote initiatives, events, and programs.
- d) Develop itineraries that a local or tourist can follow, telling a story of the city/region, highlighting the different opportunities for fun, shopping, eating, drinking, lodging, outdoor recreation, etc. Itineraries should be designed to allow for a replicable travel experience that introduces visitors to local business owners/managers.

2. Tourism Efforts Coordination

Activities to include (but not limited to):

- a) Maintain and demonstrate regular communication and activities with affiliated regional tourism organizations such as Travel Oregon, local Destination Management Organizations (DMOs), Regional Destination Management Organizations (RDMO), Oregon State Chamber of Commerce, local Chambers of Commerce, local cities, and other visitor promotional entities.
- b) Coordinate with local tourism related businesses and/or nonprofit organizations to ensure cohesiveness of tourism message(s) to the extent practicable.

3. Destination Development

Activities to include (but not limited to):

Support the development and growth of the Salem region's tourism destinations, ensuring support for tourism related businesses through mentorship, marketing & researching/supporting new funding opportunities.

4. Reporting Requirements and Timeline

Annual reports are required for the Grantee to receive allocated funds:

- a) Annual Report: Grantee shall prepare a written annual progress review report and appear before the Marion County Board of Commissioners at a work session to present the report. The report and presentation shall include the following:
 - 1) Financial reports, including statement of revenues & expenditures, which are specifically applicable to the execution of this agreement.
 - 2) Activity report detailing establishment and progress on goals, objectives and tasks related to the execution of this agreement.
 - 3) General overview of the local economy and operations, including the correlation of marketing efforts to the overall economy, including metrics on direct travel spending such as spending on:
 - i. Transportation
 - ii. Arts, entertainment and recreation
 - iii. Food & Beverage
 - iv. Accommodations
 - v. Retail
- b) Bi-annual Reports: In the remaining half year, Grantee shall appear before the Marion County Board of Commissioners at a regularly scheduled meeting or work session, to present a short (no more than 10 minutes) report on progress for the prior half year, and upcoming activities for the next half year.

2. COMPENSATION

The total amount available for payment to Grantee under Exhibit A, section 2.A and for authorized reimbursement to Grantee under Exhibit A, section 2.C is \$150,000.00.

- A. **METHOD OF PAYMENT FOR SERVICES**: County shall pay Grantee \$150,000.00 for completing all Services required under this Agreement.
- B. **BASIS OF PAYMENT FOR SERVICES**. The maximum, not-to-exceed compensation payable to Grantee under this Agreement, which includes any allowable expenses, is \$150,000.00. County will not pay Grantee any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work and will not pay for Work performed before the date this Agreement becomes effective or after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before Grantee performs Work subject to the amendment.
 1. A one-time distribution of \$150,000.00 may be requested by the Grantee upon execution of this Agreement and receipt of an invoice.
- C. **EXPENSE REIMBURSEMENT**. County will not reimburse Grantee for any expenses under this Contract.
- D. **GENERAL PAYMENT PROVISIONS**. Notwithstanding any other payment provision of this Contract, failure of Grantee 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 Agreement.

Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Grantee, and shall continue until Grantee submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Grantee.

- E. INVOICES. Grantee 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 Grantee.

Marion County
Attn: Community Services Department
555 Court St NE Ste 1236
Salem, OR 97301

or CSReporting@co.marion.or.us and cbury@co.marion.or.us