



MARION COUNTY EXTENSION AND 4-H SERVICE DISTRICT

GOVERNING BODY
 Danielle Bethell
 Colm Willis
 Kevin Cameron

**JOINT DISTRICT BOARD MEETING
 AND
 DISTRICT BUDGET COMMITTEE MEETING**

BUDGET OFFICER
 Tamra Goettsch

MARION COUNTY EXTENSION AND 4-H SERVICE DISTRICT
Tuesday, May 19, 2022, 11:15am – 12:45 pm
Commissioners’ Board Room - 5th Floor, BOC
 Marion County Courthouse Square
 555 Court Street NE, Salem, OR 97301

Courthouse Square
 555 Court St. NE, 3rd Fl
 P.O. Box 14500
 Salem, OR 97309-5036
 (503) 588-7975
 (503) 373-4460 – FAX

Zoom Link:

<https://us02web.zoom.us/j/82571128657?pwd=a2JuNndRVWVza2RteGRsK3Z4RG1uQT09>

Meeting ID: 825 7112 8657 **Passcode:** 552051

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AGENDA

- | | | |
|--|-------------|----------------------|
| 1. Convene District Board Meeting and the FY 2022-2023 District Budget Committee Meeting | | Chair, Comm. Bethell |
| 2. Note Attendance | | Commissioner Bethell |
| 3. Recess Budget Committee Meeting | Action | Commissioner Bethell |
| 4. DISTRICT BOARD BUSINESS | | |
| 4.1 Consider Appointing Dylan Wells to the District Budget Committee | Action | Commissioner Bethell |
| 4.2 Approve Minutes of January 26, 2022 | Action | Commissioner Bethell |
| 4.3 Notification of OSU Staffing Change | Information | Commissioner Bethell |
| 4.4 Authorization to Seek Grant Funding for Small Farms/Ranch-Ag | Action | Tamra Goettsch |
| 4.5 Consider Approval of Youth Wage Grant Contract with Willamette Workforce Partnership | Action | Tamra Goettsch |
| 5. Adjourn District Meeting and Reconvene District Budget Committee Meeting | | Commissioner Bethell |
| 6. BUDGET COMMITTEE BUSINESS | | |
| 6.1 Appoint Budget Committee Chair and Vice Chair | Action | Tamra Goettsch |
| 6.2 Review/Ratify Budget Committee (BC) Meeting Procedures | Action | BC Chair |
| 6.3 Approve Budget Committee Minutes May 18, 2021 | Action | Budget Committee |

6.4	Consider FY 22-23 Recommended Budget		
	6.4.1 Budget Message and Present Recommended Budget	Information	Tamra Goettsch
	6.4.2 Public Comment		Members of the Public
6.5	FY 2022-2023 Budget Comments and Deliberations		Budget Committee
	6.5.1 Budget Detail Clarification	Discussion	Tamra Goettsch
	6.5.2 OSU Extension Program Detail		Mark Chien
6.6	Consider Approval of Levy Rate	Action	Budget Committee
6.7	FY 2022-2023 Budget Recommendation	Action	Budget Committee
6.7	Other	Information	Budget Committee
6.8	Adjourn District Budget Committee		BC Chair

BEFORE THE BOARD OF COMMISSIONERS ACTING
AS THE GOVERNING BODY OF THE
MARION COUNTY EXTENSION AND 4-H
SERVICE DISTRICT

In the matter of appointing)
members to the Marion County)
Extension and 4-H Service)
District Budget Committee)

ORDER# _____

This matter came before the Marion County Board of Commissioners acting as the governing body of the Marion County Extension and 4-H Service District for consideration during its scheduled public meeting on May 19, 2022.

WHEREAS, ORS 294.414 authorizes the governing body of the Marion County Extension and 4-H Service District to appoint up to three electors of the district to serve as members of the Marion County Extension and 4-H Service District Budget Committee; and

WHEREAS, the governing body finds that Dylan Wells is both qualified and willing to serve a term as a member of the Marion County Extension and 4-H Service District Budget Committee; now, therefore,

IT IS HEREBY ORDERED that Dylan Wells is appointed as a member of the Marion County Extension and 4-H Service District Budget Committee with a term ending June 30, 2023.

DATED at Salem, Oregon, this 19th day of May 2022.

MARION COUNTY EXTENSION AND 4-H SERVICE
DISTRICT

Chair

Director

ori: clerk
cc: BOC
CSD

Director



Marion County Extension and 4-H Service District (MCE4H) Meeting Minutes – January 26, 2022

SERVICE DISTRICT MEETING

The meeting of the Marion County Extension and 4-H Service District (MCE4H) was called to order by Director Bethell at 12:03pm. Introductions were made.

Attending: Commissioner Danielle Bethell, MCE4H Director; Commissioner Colm Willis, MCE4H Director; Commissioner Kevin Cameron, MCE4H Director; Jan Fritz, MC CAO; Scott Norris, MC Legal Counsel; Jeff White, MC Finance Director; Tamra Goettsch, MC Community Services Director and MCE4H Budget Officer; Lorrie Biggs, MC Community Services; Krista Ulm, MC Community Services; Dana Castano, MCE4H Budget Committee Member; Gordon Lintner, MCE4H Budget Committee Member; Chad Ball, MC Board's Office; Camber Schlag, MC Finance; Jessica Stanton, MC Board's Office; Jon Heynan, MC Board's Office; Matt Lawyer, MC Board's Office; Debbie Gregg, MC Finance.

Attending Virtually: Richard Riggs, OSU Extension; Mark Chien, OSU Extension; Kelly Noack, OSU Extension – 4-H Coordinator; Audrey Comerford, OSU Extension – OSU extension Agritourism Coordinator; Dylan Wells, MCE4H Budget Committee Member; and Heather Johnson, MC Community Services

DISTRICT MINUTES

The minutes from October 12, 2021 were presented for approval and signature.

MOTION: Director Cameron moved to approve the meeting minutes for October 12, 2021. Director Willis seconded the motion. A voice vote was unanimous.

FISCAL UPDATES

The District Financial Statements and Governance letter from FY 2020-21 were presented for approval. There were no findings from the auditors.

MOTION: Director Cameron moved to accept the FY 2020-21 District Financial Statements and Governance Letter as presented. Director Willis seconded the motion. A voice vote was unanimous.

FISCAL YEAR 2021-22 SNAPSHOT

Lorrie provided a FY 2021-22 year-to-date budget and expenses snapshot. The Networking Capitol is approximately \$278,000 more than what we had anticipated. This is due to cost savings in Contracted Services, Community Educations and Materials & Services. If it is in the District's interest to allocate the additional funds, a supplemental budget will need to be drawn up and presented in a future publicly noticed meeting.

FISCAL YEAR 2022-23 GOALS AND PRIORITIES

In preparation for developing the budget for Fiscal Year 2022-23, a list of the goals and priorities for the previous fiscal year was presented to the District Board for review.



Marion County Extension and 4-H Service District (MCE4H)

Meeting Minutes – January 26, 2022

SERVICE DISTRICT MEETING

Budget Priorities

- a. Stabilizing funding for OSU Extension positions
- b. Establishing reserve funding for future capital and operational priorities
- c. Providing education and services to the public

Current District Contracts

- | | |
|---|-------------------------------|
| a. Chemeketa Community College Foundation | October 2021 to June 2022 |
| b. Mid-Willamette Valley Soccer | August 2021 to August 2022 |
| c. Oregon Farm Bureau | January 2015 to December 2024 |
| d. OSU Sublease Agreement | January 2015 to December 2024 |
| e. IGA with Marion County | July 2020 to June 2025 |
| f. OSU – Service Delivery | July 2020 to June 2025 |

Tamra sought direction from the District Board regarding any additional contracts that should be considered or changes to the priorities for the upcoming fiscal year.

Tamra shared that the contract for soccer services expires in August. Per contracting rules, the contract cannot be amended further without formally going out for bid. Staff will draft a scope of work and receive input from the board before the RFP/RFA is released. Director Willis would like the scope of work to maintain the focus on competitive soccer services, as well as reduce registration costs to low-income families.

Director Bethell would like to look at how to increase services to help support at risk youth and in rural communities throughout the county such as after school programs. It was suggested to put together a flyer or list of potential programs that could be offered and send it to all schools across the county to see what the interest would be and how a partnership could be developed. Richard and Mark were asked to draft a proposal and list of possible programs that OSU Extension could offer and bring it back to the next meeting.

In 2021, Marion County offered a Youth Wage Grant program that was offered for businesses who elected to hire youth, ages 14-17. Through the program, businesses were reimbursed \$4/hour up to a total of \$6,000 for hours worked by youth over the summer months. This allowed youth to gain business and employment skills when maybe a business would have typically hired an adult. There were approximately 11 businesses that participated in the 2021 program. Marion County received feedback asking for a year-around program. While Marion County is not able to provide a program year-round, they are looking to make this program available during the summer months when youth are on summer break and even over the Christmas holiday break. Director Cameron would like to explore ways to build on this program possibly through OSU Extension adding a focus on agricultural businesses. Dylan shared that they participated in the program in 2021 and while they found it valuable, he shared that Business



MARION COUNTY EXTENSION AND 4-H SERVICE DISTRICT

May 13, 2022

GOVERNING BODY

Danielle Bethell
Colm Willis
Kevin Cameron

To: Marion County Extension and 4-H Service District Board

BUDGET OFFICER

Tamra Goettsch

From: Tamra Goettsch, District Secretary *Tamra Goettsch*

RE: Notification of OSU Staffing Change

Courthouse Square
555 Court St. NE, 3rd Flr.
P.O. Box 14500
Salem, OR 97309-5036
(503) 588-7975
(503) 373-4460 – FAX

In April 2022, OSU Extension receive a grant to pay for a portion of OSU Extension's Melanie McCabe's salary. OSU Extension hired Amy Goulter-Allen, an experienced 4-H volunteer, to perform duties at the Marion County Fair and 4-H camps.

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The cost savings from Melanie's salary are as follows:

McCabe's Annual Salary	\$106,985.00
Grant Salary Savings	<u>(6812.00)</u>
Balance	\$100,173.00
Grant Salary Savings	\$6,812.00
Goulter-Allen's Salary (Apr-Jun)	<u>(3,476.00)</u>
Balance to carry forward to FY 22-23	\$3,336.00

As authorized pursuant to 10-0170 Delegation of Authority, sections (2)a. and (2)a.i., this has been authorized by me, District Secretary, for FY 21-22 and this letter serves as the Board's notification of this approved adjustment.

The carry forward balance has been included in the FY 22-23 Recommended Budget that will be considered by the District's Budget Committee.



5/12/2022

Request for MCE4-H Service District Salary Savings Carry Forward FY22 to FY23

To: MCE4-H Service District Board

From: Richard Riggs, OSU Extension Western Region Director

Description:

The Oregon State 4-H Program at OSU will pay the salary for Melanie McCabe to perform work with the Oregon State Fair from April through July, 2022 at the following FTE rates:

April: 0.25

May: 0.25

June: 1.00

July: 0.25

Melanie proposed to hire Amy Goulter-Allen, an experienced 4-H volunteer, to perform her Marion County duties for Marion County Fair and 4-H camps. Amy was hired as a 0.49 FTE Education Program Assistant 1 and began work on April 25, 2022. She was not listed in the FY21-22 budget request.

Melanie's salary savings accumulation in April, May, and June, 2022 is \$13,280. Amy's salary and benefits during this period is \$6,441. Salary savings is sufficient to cover Amy's salary in the fourth quarter of FY21-22.

Melanie will accrue an additional \$2,268 in salary savings in July (1st qtr, FY23), 2022. Amy's salary and benefits for July and August will be \$3,476.

Request:

Marion County Extension 4-H requests that the MCE4-H Service District board allow the salary savings difference above Amy's FY22 costs to be carried forward to FY22-23 to cover her salary through August 31. This amount is \$3,476 for July and August.

The impact of this will allow Melanie and Amy to deliver more 4-H program to youth and families in Marion County.

Mark L. Chien, Administrative Office Manager and Local Liaison



Contract Review Sheet

CS-4716-22

Intergovernmental Agreement #: CS-4716-22 Amendment #: _____

Contact: Krista Ulm Department: Community Services

Phone #: 503.373.4447 Date Sent: Thursday, May 5, 2022

Title: Youth Wage Grant Program

Contractor's Name: Willamette Workforce Partnership

Term - Date From: execution Expires: March 30, 2023

Contract Total: \$ 50,000.00 Amendment: _____ New Total: \$ 50,000.00

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: Written Quote

Description of Services or Grant Award

Youth Wage Grant program for businesses in Marion County. An RFQ (CS1098) was previously issued and included cooperative language so this contract is piggy-backing off that RFQ.

Desired BOC Session Date: _____ BOC Planning Date: _____

Completed packet and all copies due in finance by noon on: _____

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: 5/5/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:

5/5/2022

Finance - Contracts E4592AF80AAE42C... Date

DocuSigned by:

5/9/2022

Legal Counsel 800F05B0400F409... Date

Contract Specialist DocuSigned by: Date

5/9/2022

Chief Administrative Officer 8016351248DE4E0... Date

Date _____ To be filed Added to Finance Table

Date _____ Returned to department for signature

**MARION COUNTY EXTENSION AND 4-H SERVICE DISTRICT
CONTRACT FOR SERVICES
CS-4716-22**

This contract is between Marion County Extension and 4-H Service District, a county service district organized under ORS chapter 451, hereinafter called District, and Willamette Workforce Partnership, a domestic non-profit corporation, hereinafter called Contractor.

Contractor agrees to perform, and District agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective upon execution through March 30, 2023. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond December 31, 2024.

2. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$50,000.00. District will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

C. If specified below, District's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards.

In accordance with 2 CFR 200.330, Contractor has been designated:

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

3. COMPLIANCE WITH STATUTES AND RULES

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

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

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

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

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

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The District shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.

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

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE

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

6. FORCE MAJEURE

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

cessation of the cause, continue performing under this Contract. District may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION

A. District may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the District reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

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

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

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the District. Repayment of prior period obligations shall be made to the District in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the District, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the District and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract, which shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS

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

11. CONFIDENTIALITY OF RECORDS

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

B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to District and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with District, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the District, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either District or any department of District, nor purport to act as legal representative of either District or any of its departments, without first receiving from Marion County Legal Counsel authority to act as legal counsel for the District, nor shall Contractor settle any claim on behalf of District without the approval of the District and County Legal Counsel. District may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. District, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains insurance that provides property damage and personal injury coverage.

13. EARLY TERMINATION

This Contract may be terminated as follows:

A. District and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. District in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION

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

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

15. INDEPENDENT CONTRACTOR

- A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of District and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to District employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.
- B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the District.

16. GOVERNING LAW AND VENUE

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

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to the District by Contractor shall become the sole and exclusive property of the District. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD-PARTY BENEFICIARIES

- A. District and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms.

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

19. SUCCESSORS IN INTEREST

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

20. MERGER CLAUSE

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

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

21. WAIVER

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

22. REMEDIES

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

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

23. INSURANCE

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to District:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers'

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

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

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

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

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

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the District. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the District:

- Required by District** **Not required by District.**

Minimum Limits:

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

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

- Required by District** **Not required by District.**

Minimum Limits:

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

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County Extension and 4-H Service District, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to District. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by District.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to District Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

24. NOTICE

Except as otherwise expressly provided in this contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or District at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Attn: Kim Parker Llerenas
626 High St NE #305
Salem, OR 97301
503-581-1002
kparker-llerenas@willwp.org

To District

Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

25. SURVIVAL

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

26. SEVERABILITY

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

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the District that:

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

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

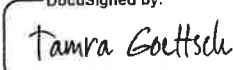
The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on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

MARION COUNTY EXTENSION AND 4-H SERVICE DISTRICT SIGNATURES

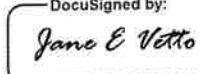
District Chair Date

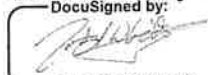
Director Date

Director Date

Authorized Signature:  Date 5/5/2022
DocuSigned by: E4D545951879444...

Authorized Signature:  Date 5/9/2022
DocuSigned by: DC16351248DE4EC...

Reviewed by Signature:  Date 5/9/2022
DocuSigned by: D0CFC5B04B9F483...

Reviewed by Signature:  Date 5/5/2022
DocuSigned by: E4592AF8CAA542C...

Marion County Contracts & Procurement Date

WILLAMETTE WORKFORCE PARTNERSHIP SIGNATURE

Authorized Signature: _____ Date _____

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES.

Contractor shall perform Services as described below.

A. **GENERAL INFORMATION.** The Youth Wage Grant Program (Program) provides grants to Marion County small employers to help youth between the ages of 14 to 17 obtain first-time employment. Participating Marion County small employers will be reimbursed \$5 per hour up to 1,000 hours per eligible youth. The maximum compensation per employer is \$6,000.

This Program will administer two application periods. One application will target summer employment opportunities and shall operate May 1, 2022 through September 30, 2022; and the other will target winter employment opportunities and shall operate November 1, 2022 through February 28, 2023.

B. **DEFINITIONS.** As used herein, the following terms mean:

- i. "Marion County small employer" means an employer principally located in Marion County that employs not more than 35 persons.
- ii. "First-time employment youth" means a youth at least 14 years of age, but not older than 17 who is a resident of Marion County; and a youth who has never previously worked for wages for the employer prior to May 1, 2022 for the summer program and November 1, 2022 for the winter program; and a person who is legally able to work in the United States.

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

Contractor Shall:

- i. Create an online application process, with input from the District, for Marion County small employers who would like to apply for the Program.
- ii. Advertise and market the Program to all Marion County small employers.
- iii. Be responsible for all administrative tasks relating to advertising and the online application, distribution of funds, grants management, and adhering to reporting requirements outlined in this Contract.
- iv. Verify eligibility of all applicants to ensure they are principally located in Marion County.
- v. Verify youth are eligible and have obtained BOLI permit.
- vi. Review and process small employer reimbursement requests that cover a pay period of at least 30 days or for the entire program period, or at the time a youth is terminated. There will be no reimbursement to employers for youth work performed prior to May 1, 2022 or after September 30, 2022 for the summer program or prior to November 1, 2022 or after February 28, 2023 for the winter program.

vii. Manage this program in collaboration with funds secured from the Marion County Economic Development program and Willamette Workforce Partnership's funding received from the Strategic Innovation grant.

viii. Visit the funded worksites periodically to assure satisfactory compliance with this grant. Employer responsibilities are hereby attached as Exhibit C.

ix. Submit written reports and be present for one Program discussion with the District. Reports shall include the number of businesses who applied, number of businesses funded, and impact of funding on the Marion County small employer. Presentation meeting dates will be scheduled at a mutually available date and time. The Contractor shall submit required reports to District at least ten days prior to the scheduled presentation meeting.

x. Submit a final report prior to expiration of this contract, or within 30 days of Program completion, whichever comes first and shall include a summary list of all applications received, funded and not funded; an overview of the Program results, overall project goals, how the funding impacted Marion County small employers and youth; and a detailed financial report.

Failure to comply with these reporting requirements may result in the suspension of Program funds, or termination of the Contract.

Reports shall be submitted to:

Marion County Extension and 4-H Service District
c/o Marion County Community Services
555 Court Street NE, Suite 3120
PO Box 14500, Salem, OR 97309

or CSreporting@co.marion.or.us

D. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

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

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$50,000.00.

A. METHOD OF PAYMENT FOR SERVICES. District shall pay Contractor \$50,000.00 for completing all Services required under this Contract. Contractor may retain 10% or \$5,000.00 for administration of the Program.

B. BASIS OF PAYMENT FOR SERVICES. District shall pay Contractor all amounts due under this Contract in one payment upon District's approval of Contractor's invoice to District.

In the event Contractor does not distribute Program funds to Marion County small employer applicants or does not comply with reporting requirements for the Program, Contractor shall repay the District no later than June 30, 2023 all remaining unused or misrepresented funds.

C. EXPENSE REIMBURSEMENT. No Expense Reimbursement - District will not reimburse Contractor for any expenses under this Contract.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the District to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the District's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to District's Contract Administrator at the address specified below or to any other address as District may indicate in writing to Contractor.

Marion County Extension and 4-H Service District
Attn: Community Services Department, Krista Ulm
PO Box 14500
Salem, OR 97309
CSReporting@co.marion.or.us

EXHIBIT B
APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a

standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Domestic preference for procurements.

(K) Audit Requirements of 2 CFR §200.5XX (Subpart F)

i. Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to District within 30 days of completion.

iii. Subrecipient must save, protect and hold harmless District from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and District.

(L) System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the District) the unique entity identifier required for SAM registration.

(M) Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

(N) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(O) See § 200.323 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13,2020]

EXHIBIT C

Youth Wage Grant Employer Responsibilities

1. Ensure the adequate qualified supervision of each youth, which includes orienting youth to work sites and explaining safety rules and standard work policies.
2. Submit accurate time records, and other forms in accordance with instructions provided by Willamette Workforce Partnership (WWP).
3. Allow WWP representative to inspect the Employer's records, including INS I-9 documents at any time for the purpose of approving an application or making reimbursement payment. The employer has the sole responsibility for the accuracy of all records. The inspection of the employer's records by WWP pertaining to this grant agreement does not in any way represent on the part of WWP that such records are in compliance with law; that remains the sole responsibility of the employer.
4. Provide sufficient, meaningful work to occupy all youth assigned during the hours they are at the worksite and ensure that such work is performed in accordance with this grant.
5. The employer may employ under this grant not more than three (3) first-time employment youth at any one time for which it seeks the benefits described herein. In complying with this condition, the employer, after a qualified first-time employee terminates early for any reason, may seek to employ another first-time employee in that employee's place. In which case, the employer shall complete, sign, and submit a new application listing that new prospective employee.
6. Comply with all applicable Federal and State statutes, rules and regulations, including tax laws, specifically including the following provisions of the Oregon Revised Statutes (ORS) "Public Contracts and Purchasing", which are incorporated by this reference in this contract: ORS 279B.220, 279B.230, and 279B.235.
7. Abide by the Occupational Safety Health Act (OSHA), Oregon Safe Employees Act (OSEA), the Fair Labor Standards Act (FLSA), and State and Federal child labor laws including youth labor laws and including State Worker Compensation Law (ORS Chapter 656) and the State Board of Labor and Industry (BOLI) rules and regulations. The employer shall certify that the information on the employee's INS I-9 form is current and correct and may be inspected by the District at any time.
8. Ensure that no discrimination occurs against any youth because of race, color, religion, sex, national origin, age, or disability pursuant to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (Pub. Law No. 101-3360), and other applicable State and Federal laws.
9. Ensure that activities of the youth do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages, or employment benefits. No youth may be placed in any position when the same or equivalent

EXHIBIT C

position is vacant due to a hiring freeze, a strike, or a displacement. If such a freeze, strike or displacement goes into effect, it is the employer's responsibility to immediately contact WWP.

10. Pay all participants at least the hourly rate of the Oregon Minimum Wage.
11. Withhold and pay, in accordance with state and federal law, all required deductions for state and federal income tax, social security tax, and unemployment insurance tax, from each first-time employee's wages.
12. Ensure that no funds paid under this contract are used to pay a youth employed for the performance of work that is for a religious purpose that would render the payment a violation of law.
13. WORKERS COMPENSATION PROVISIONS:
 - a. Employer shall obtain and at all times keep in effect Worker's Compensation insurance that satisfy ORS 656.017 and 656.407.
 - b. Indemnification. It is agreed that WWP or District has no obligation to defend, hold harmless, or indemnify or provide any insurance coverages for or on behalf of the employer. The employer shall defend, hold harmless and indemnify the District from all liability in contract or in tort for any acts that arise out of or is related to employer's performance with respect to this grant.
 - c. General Liability. Employer shall obtain and at all times keep in effect, commercial general liability insurance covering activities and operations of the employer. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300.
 - d. Employer shall not delegate the responsibility for providing services hereunder to any other individual or agency, except as provided for above, in "Employer's Services" and to provide WWP with periodic reports at the frequency and with the information prescribed to be reported by WWP.
14. Declaration of the nature of the relationship. Employer is an independent employer and not an employee of nor agent of WWP or the District. WWP and District shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the employer.

MARION COUNTY EXTENSION AND 4-H SERVICE DISTRICT

BUDGET COMMITTEE

MEETING PROCEDURES

SECTION 1 Governing Law

Subsection 1. Local Budget Law: The organization and authority of the Marion County Extension and 4-H Service District Budget Committee (the “committee”) shall be established as required under Oregon Local Budget Law – ORS Chapter 294.

Subsection 2. Public Body: The committee is a public body for the purposes of ORS Chapter 451, and is subject to the statutory procedures related to public meetings and records.

SECTION 2 Membership

Subsection 1. Committee Membership: The committee shall consist of the three county commissioners and no more than three citizens at large. The board of commissioners shall appoint each citizen member of the committee.

Subsection 2. Terms of Office: Terms for the appointed citizen members of the committee shall be three years and shall begin on July 1 and end on June 30.

Subsection 3. Responsibilities: Committee members shall regularly attend meetings of the committee and any meetings of the subcommittees to which they are appointed, and shall fulfill other duties as appointed by the chair.

Subsection 4. Termination of Membership: The governing body shall follow Marion County policy in appointing and removing committee members.

SECTION 3 Officers

The following officers shall be elected from the committee membership during the first meeting to consider the proposed budget for the ensuing year:

Chair: The chair shall have the responsibility of conducting all meetings and hearings in an orderly manner. The chair may not initiate a motion, but may second, and shall vote on each issue after the question is called.

Vice Chair: The vice chair shall carry out the responsibilities of the chair in the absence of the chair.

SECTION 4 Subcommittees

Subsection 1. Creation of Subcommittees: The committee shall have the power to create subcommittees with such responsibilities as the committee directs.

Subsection 2. Naming of Subcommittees: The chair shall appoint and charge each subcommittee with its responsibilities, shall appoint the members of the subcommittee, and shall appoint the chair of the

subcommittee in the event the subcommittee consists of more than one person. The subcommittee chair shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the subcommittee, and reporting to the committee concerning the work of the subcommittee.

SECTION 5

Quorum

Subsection 1. Quorum: A majority of the committee must be present to conduct business.

Subsection 2. Voting: Each committee member shall have one vote. Four affirmative votes are required to adopt motions and approve the budget and set the maximum tax levy or levies.

SECTION 6

Public Comment

Subsection 1. Public Comment Meetings: The committee will provide at least one opportunity for the public to comment on the proposed budget. The public comment period will occur during or after the initial committee meeting when the budget message is received and must be held prior to the committee's approval of the budget.

Subsection 2. Public Comment Rules: A sign-up sheet will be made available at the entrance to the meeting. Members of the public will be asked to address the committee in the order they signed up. In general, the committee does not set time limits for individual comment. However, the committee may set such time limits when it deems it necessary for the efficient management of the meeting.

SECTION 7

Agenda & Staffing

Subsection 1. Staffing: The district will provide staff for recording the proceedings of all meetings of the committee.

Subsection 2. Agenda: The chair, with the assistance of the budget officer or his/her designee, shall prepare the agenda of items requiring committee attention, and shall add items of business as may be requested by individual committee members.

Subsection 3. Minutes: Minutes shall reflect committee members present and the names of members not present. Minutes shall also record all motions and subsequent action including the number of yes votes on each issue. In addition, all conflicts of interest shall be noted. The Marion County Community Services Department shall maintain minutes of all meetings.

SECTION 8

Parliamentary Procedure

All remarks shall be directed to the chair of the committee and shall be courteous in language and intent. The following rules of order shall govern the conduct of the meeting:

- **Obtaining the floor:** Each member should address the chair and await recognition from the chair. Once recognized, the member shall be allowed to speak without interruption as long as the discussion remains germane to the question before the committee.
- **Making a motion:** All proposals seeking action shall be presented through means of a motion. Before a motion may be discussed, amended or receive a call for vote, it must be seconded. The chair may not make a motion, but may second a motion if no other committee member provides a second.

- Amending a motion: Only the member making the original motion may amend a motion. An amendment must also be seconded before it may be discussed or receive a call for vote. Only one amendment shall be allowed on the floor at any one time and must be taken up for vote before another amendment may be considered.
- Voting: After a proposal has been moved, seconded and discussed, a vote shall be taken with each member responding vocally in favor, in opposition, or as abstained, as requested by the chair.
- Motion to refer: A member may move that a proposal be referred to a sub-committee or specific individual for further analysis or review if further information is required.
- Appeal from a decision of the chair: Should a member disagree with a decision of the chair, the member may “appeal from the chair” to the whole membership.

SECTION 9
Conflict of Interest

A conflict of interest shall be declared by any member who has a conflict of interest as defined by Oregon law and shall be acted upon pursuant to ORS Chapter 244.

SECTION 10
Amendments

These meeting procedures may be amended by the committee upon its own motion. The committee may recommend changes at any meeting by a majority vote of the membership, provided that the recommended amendment has been submitted in writing to the committee members no later than three days before the meeting.

Adopted this 30 day of July 2015.

Signed this 26 day of January 2016.

MARION COUNTY EXTENSION AND 4-H
SERVICE DISTRICT BUDGET COMMITTEE

Not Present at meeting

Chair



Director



Director



Marion County Extension and 4-H Service District (MCE4H)

Meeting Minutes – May 18, 2021

BUDGET COMMITTEE MEETING

Meeting Notes

1. Convene FY 2021-22 Budget Committee meeting

The meeting of the Marion County Extension and 4-H Service District (MCE4H) Budget Committee was called or order Chair Kevin Cameron at 2:02 pm. Introductions were made.

2. Note Attendance:

Budget Committee Members: Commissioner Kevin Cameron, Commissioner Danielle Bethell, Commissioner Colm Willis, Dana Castano, Gordon Lintner, and Dylan Wells

Others: Scott Norris, MC Legal Counsel; Richard Riggs, OSU Extension; Mark Chien, OSU Extension; Tamra Goettsch, MC Community Services and MCE4H Budget Officer; Lorrie Biggs, MC Community Services; Heather Johnson, MC Community Services

Virtual Attendee: Teresa Joslin, Community Member

3. Review/Ratify Budget Committee Meeting Procedures:

Tamra presented the Budget Committee Meeting Procedures that were adopted in 2015 by the District Board and proposed that these procedures be used for the FY 2021-22 budget discussion.

MOTION: Dylan Wells made a motion to ratify the Budget Committee Meeting Procedures that were originally adopted on July 30, 2015, as presented for the FY 2021-22 Marion County Extension and 4-H Service District Budget Committee Meeting. Director Willis Seconded the motion. A voice vote was unanimous. MOTION PASSED.

4. Appoint Budget Committee Chair and Vice Chair:

Tamra explained that the chair of the Marion County Board of Commissioners also serves as the chair of the Service District and typically serves as the vice chair of the Budget Committee. A community member on the Budget Committee typically serves as the chair.

MOTION: Director Willis made a motion to nominate Dylan Wells as Budget Committee chair. Director Bethell seconded the motion. A voice vote was unanimous. MOTION PASSED.

MOTION: Dana Castano made a motion to nominate Director Cameron as Budget Committee vice chair. Director Bethell seconded the motion. A voice vote was unanimous. MOTION PASSED.



**Marion County Extension and 4-H Service District (MCE4H)
Meeting Minutes – May 18, 2021**

BUDGET COMMITTEE MEETING

5. Approve Budget Committee Meeting Minutes of May 27, 2020

MOTION: Director Willis made a motion to approve the May 27, 2020, Budget Committee meeting minutes as presented. Director Bethell seconded the motion. A voice vote was unanimous. MOTION PASSED.

6. Proposed FY 2021-22 Budget:

Budget Message and Proposed Budget:

Tamra presented the budget message and supporting documents prepared. The following areas of discussion were presented to the budget committee:

- a. It was noted that a last-minute adjustment to the proposed budget was received the morning of this meeting. However, the adjustment did not change the bottom line. An updated budget document was presented showing a reduction under the Community Education and Services line item in the amount of \$13,280 and an increase of that same amount under Other Contracted Services.
- b. The proposed budget of \$2,464,766 was prepared based on the goals of the district previously identified by the district body:
 - Stabilizing funding for OSU Extension positions
 - Establish a reserve fund for capital expenditures and operational priorities
 - Provide the public with services and supports from OSU Extension and other contracted services
- c. The District Expenditures that support operations is proposed at \$1,339,974.00. This does not include Contingency or Unappropriated Ending Fund Balance.
- d. The FY 2021-22 budget includes \$71,477.00 of available funds in Contingency. Through the supplemental budget process these funds can be allocated to another line item in the budget to expand services.
- e. The FY 2021-22 budget includes \$1,053,000 in Unappropriated Ending Fund Balances that supports the first five months of operations without seeking additional supports.
- f. Much of the revenue comes from property tax collection. The district has a permanent tax rate in the amount of \$0.05 per \$1,000 of assessed value for 2021-2022.
- g. Based on information from the Marion County's Finance Department, an anticipated interest rate of 0.725% earned over the coming year was considered when preparing the budget for FY 2021-22.
- h. Due to the impacts from the COVID-19 pandemic, cost savings of approximately \$100,000 from the contract with OSU from previous fiscal year is anticipated.



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BUDGET COMMITTEE MEETING

- i. A continued long-term interest of the district is to secure its own facility for staffing. The proposed budget includes \$518,315.00 in Unappropriated Ending Fund Balance-Capital Reserves to use for that goal.

Public Comment: Public Comment was opened at 2:36 pm; no comments. Public Comment was closed at 2:36 pm.

7. FY 2021-2022 Budget Deliberations:

Budget Detail Clarification

Year-to-Date Actuals

Clarification was sought regarding year-to-date actuals and how that aligned with the FY 2020-21 budget. Tamra shared that she did not have year-to-date actuals report present at this meeting, but would note to bring that report to future meetings.

Cost savings

Tamra shared that Covid impacts, such as decreased travel, professional development, reduced in-person events, lower materials and supplies needed due to virtual working, along with a grant received by OSU Extension. All of this has resulted in an anticipated cost savings of \$100,000 by year-end; therefore, these funds will carryover as Networking Capital for FY 2021-22.

Lorrie also shared that the Service District typically contributes \$17,000 to the Marion County Fair. However, the 2020 Marion County Fair was held virtually and therefore a transfer of funds was not made. In addition, the Service District received approximately \$40,000 in additional tax revenue that were not anticipated. Lastly, the soccer contract was reduced due to Covid restrictions.

Advertising

Clarification was sought regarding advertising for the Service District. It was previously mentioned that Marion County Community Services, on behalf of the Service District, now advertise through the Woodburn Independent which results in a large cost savings. There was a concern that advertising may not be as robust with local newspapers and therefore services offered may not be reaching enough of the community. Tamra clarified that the advertising costs written into the budget pertains specifically to noticing meetings per local budget law requirements and not for any of the OSU Extension programs or services offered.

Marion County Fair

The 2021 Marion County Fair is scheduled to be held in person. Dylan inquired about any additional costs for the 4-H programs that may come with hosting an in-person fair this year with the additional precautions surrounding the Covid pandemic. Tamra shared that Marion County received CARES Act



Marion County Extension and 4-H Service District (MCE4H)

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BUDGET COMMITTEE MEETING

funding that needed to be invested by the end of the 2020 calendar year. Hosting the Marion County Fair in-person under Covid restrictions was taken into consideration when determining how to best invest the CARES Act dollars.

OSU Extension Program Detail

Budget

The 4-H and the Supplemental Nutrition and Assistance Program (S.N.A.P.) programs received a grant from Oregon Department of Education to provide Farm-to-School nutrition education programs. Some of those programs were provided in the Santiam Canyon. A part-time staff member was hired to lead these programs. Due to Covid restrictions, some programs were offered in-person, but most were held virtually.

Personnel

Page 23 of the meeting packet showcases the OSU Extension Organization Chart. Neil Bell will retire July 1, 2021 but will continue his research at NREC at a 0.20 FTE position. The Community Horticulturist currently serving in Linn and Benton counties will serve as the Community Horticulturist for the Marion and Polk Counties as of July.

Javier Fernandez Salvador, who has been conducting research around berries and olives at NREC, has resigned to take a position with UC Davis to lead the olive research efforts for the State of California. OSU Extension will apply for a Beginning Farmer-Rancher grant and will partner with Chemeketa Community College to hire another Professor in Practice position at 1.0 FTE.

Open Campus Outreach Programs has received a gift from the Ford Foundation for one year of services within Marion County. The Open Campus Outreach Program provides services around high school completion and has a 100% success rate. If the budget is approved as written, it will allow for an additional year of services within Marion County for the Open Campus Outreach Program Coordinator at 0.25 FTE.

The 4-H Education Program Assistant has accepted a new 4-H faculty position in Linn County which may result in 1-2 months of salary savings depending on how long it takes to fill the position.

8. Consider Approval of Levy Rate:

MOTION: Director Cameron made a motion that the Marion County Extension and 4-H Service District approve an ad valorem property tax at \$0.05 per \$1,000 assessed value for FY 2021-22. Director Willis seconded the motion. A voice vote was unanimous. MOTION PASSED.

9. FY 2021-2022 Budget Recommendation



**Marion County Extension and 4-H Service District (MCE4H)
Meeting Minutes – May 18, 2021**

BUDGET COMMITTEE MEETING

MOTION: Director Cameron made a motion to approve the FY 2021-22 Marion County Extension and 4-H Service District budget in the amount of \$2,464,766 by category and fund, as presented by the Budget Officer, and to forward the FY 2021-22 Approved Budget to the Marion County Extension and 4-H Service District Governing Body for final adoption. Director Bethell seconded the motion. A voice vote was unanimous. MOTION PASSED.

10. Other

Small Farms Loop

In the prior year, OSU Extension and Marion County IT worked together to develop an interactive map of the Marion County Small Farms Loop. A printed map was also created and has now been updated. The updated map would be distributed throughout the community in the coming months.

11. Adjourn:

District Budget Committee Meeting was adjourned at 3:26 PM.

Minutes respectfully submitted by: Tamra Goettsch, District Secretary

MARION COUNTY EXTENSION and 4-H SERVICE DISTRICT

District Chair, Kevin Cameron Date

Director, Danielle Bethell Date

Director, Colm Willis Date

Orig: Clerk

Cc: Board of Commissioners – MCE4HSD
Community Services

