

**POLK COUNTY BOARD OF COMMISSIONERS**

**DATE:** February 1, 2023  
**TIME:** 9:00 a.m.  
**PLACE:** Polk County Courthouse, Dallas, Oregon

**THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.**

**PAGE:** **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
  - (a)** Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
  - (b)** The Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on February 6, 2023 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338.
  - (c)** The Polk County Board of Commissioners will be conducting Public Hearing(s) for consideration of placing on the ballot a Public Safety Levy for May 16, 2023 at both 9 a.m. and 6 p.m. on February 8, 2023 located in the Main Conference Room at 850 Main Street, Dallas, Oregon.
  - (d)** The Compensation Committee will be meeting February 8, 2023 at 10 a.m. located in the Main Conference Room located at 850 Main Street Dallas, Oregon.
- 3. COMMENTS (for items not on this agenda)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM January 25, 2023**
- 6. APPROVAL OF CONSENT CALENDAR**

**CONSENT CALENDAR**

- (a)** Polk County Contract No. 23-12, ODOT  
(Todd Whitaker, Public Works Director)
- (b)** Polk County Contract No. 23-13, Oregon Health Authority  
(Rosana Warren, Behavioral Health)

**THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION  
PURSUANT TO ORS 192.660.**

**ADJOURNMENT**

**POLK COUNTY BOARD OF COMMISSIONERS**  
**MINUTES January 25, 2023**

**1. CALL TO ORDER & ATTENDANCE**

At 9:00 a.m., Commissioner Gordon declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Pope and Commissioner Mordhorst were present.

Staff present: Greg Hansen, Administrative Officer  
Morgan Smith, County Counsel  
Matt Hawkins, Administrative Services Director

**2. ANNOUNCEMENTS**

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

The Polk County Board of Commissioners will be conducting Public Hearing(s) for consideration of placing on the ballot a Public Safety Levy for May 16, 2023 at both 9 a.m. and 6 p.m. on February 8, 2023 located in the Main Conference Room at 850 Main Street, Dallas, Oregon.

**3. COMMENTS**

None.

**4. APPROVAL OF AGENDA**

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE AGENDA.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**5. APPROVAL OF MINUTES OF BOARD MEETING OF January 18, 2023**

**MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF January 18, 2023.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**6. APPROVAL OF CONSENT CALENDAR**

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE CONSENT CALENDAR.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**7. EMERGENCY MANAGEMENT UPDATE:**

Dean Bender, Emergency Management Manager, provided a handout to the Board of Commissioners that provided an update on the Polk County Radio Systems, Generator Servicing, Falls City Evacuation Routes, Mobile Emergency Morgue Operations (MEMO), Ambulance Service Advisory Plan, Mobile Crisis Response Van Build Project, OR-Alert Project Status, 2020 Ice Storm Slide at Nesmith Park, Covid PPE supplies, and Grant Awards for 2021-2023. Mr. Bender also went over a digital migration project, the Hazard Mitigation Plan for 2023, and the hiring of an EM Coordinator.

**8. RECLASSIFICATION OF AN EMPLOYEE**

Matt Hawkins, Admin Services Director, is recommending the reclassification of an employee from a Deputy District Attorney II to a Deputy District Attorney III. Should the reclassification be approved it would be effective February 1, 2023 and would have an impact on the FY 22-23 budget of approximately \$7,000.00 including PERS contribution, should it be for 12 months.

**APPROVED BY CONSENSUS OF THE BOARD.**

**9. RESOLUTION 23-02 – MID-YEAR BUDGET ADJUSTMENTS:**

Greg Hansen, Administrative Officer, is recommending that the Board of Commissioners approve Resolution 23-02 in the matter of increasing appropriations and transferring appropriations within multiple funds for fiscal year 2022-2023. Mr. Hansen provided the Board with a Memorandum that provided background information, alternative options, and the fiscal impact of approving Resolution 23-02.

**MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE RESOLUTION 23-02.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- a) Polk County Contract No. 23-09, Central School District  
(Greg Hansen, Administrative Officer)

There was no need for an executive session and Commissioner Gordon adjourned the meeting at 9:34 a.m.

**POLK COUNTY BOARD OF COMMISSIONERS**

---

Jeremy Gordon, Chair

---


Craig Pope, Commissioner

---

Lyle Mordhorst, Commissioner

## MEMORANDUM

**TO:** Board of Commissioners

**FROM:** Todd Whitaker, Public Works Director 

**DATE:** January 26, 2023

**SUBJECT:** OR 99W: Orrs Corner – Clow Corner Road Intergovernmental Agreement

### Wednesday Consent Board Meeting February 1, 2023

#### **RECOMMENDATION:**

Execute the proposed Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) for the OR 99W: Orrs Corner – Clow Corner Road Project (PROJECT).

#### **ISSUE:**

Shall the County enter into an IGA with ODOT that allows the State agency to occupy County Road right-of-way for the purpose of constructing certain improvements to OR99W at Orrs Corner Road and Clow Corner Road, including road closures as required. This IGA also stipulates maintenance responsibilities for ODOT and Polk County for 20 years after completion of PROJECT.

#### **DISCUSSION:**

The attached IGA identifies access and maintenance responsibilities for ODOT and Polk County for the PROJECT.

#### **FISCAL IMPACT:**

The estimated fiscal impact for entering into this agreement is a net fiscal savings of less than \$1,000 per year to the Road Maintenance budget (210-630), primarily in accounts 8632 (chip seal) and 8634 (asphalt).

Misc. Contracts and Agreements  
No. 73000-00005720

**INTERGOVERNMENTAL AGREEMENT**  
**OR 99W: Orrs Corner Road – Clow Corner Road**  
Polk County

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" or "State;" and POLK COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. Oregon Route 99W (Pacific Highway West) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Orrs Corner Road and Clow Corner Road are part of the county road system under the jurisdiction and control of Agency.
3. By the authority granted in ORS [810.210](#), State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, the Parties agree to State designing and constructing the OR 99W: Orrs Corner Road and Clow Corner Road safety improvement project that includes:
  - a. Add a northbound left turn lane on OR 99W at Orrs Corner Road.
  - b. Realign OR 99W to create a new intersection at Clow Corner Road for construction of a modern roundabout.
  - c. Reconnect the multiuse path on the west side of OR 99W to include curb ramps compliant with the Americans with Disabilities Act (ADA).

Collectively, these improvements shall hereinafter be referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. The Project will be financed at an estimated cost of \$11,301,287.00 in federal and state funds. The estimate for the total Project cost is subject to change. State will be responsible for any nonparticipating costs, and Project costs beyond the estimate.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

### **AGENCY OBLIGATIONS**

1. Agency understands State shall purchase all right of way required for Project purposes. Right of way purchased by State shall be in accordance to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and State Right of Way Manual.
2. Upon completion of the Project, State will transfer to Agency, and Agency will accept, any new right of way acquired for Project construction on Agency's road system. The method of conveyance will be coordinated by the State's Region 2 Right of Way Manager. Agency understands that such conveyance shall be for as long as Agency uses the right of way for public road purposes. If no longer used for public road purposes, the right of way reverts to State.
3. Upon Project completion, Agency, at its own expense, will be responsible for all maintenance within the black hatched areas shown on the attached maps marked Exhibit B, including, but not limited to, open ditch maintenance, culvert maintenance, fences, grass swales and pavement. Project maintenance areas for both Parties are shown on the attached maps marked Exhibit B, and by this reference Exhibit B is incorporated herein and made a part hereof.
4. Agency acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of Agency. By execution of this Agreement, Agency gives its consent as required by ORS 373.050(1) to any and all closure of roads that intersect the state highway, if any there be in connection with or arising out of the Project.
5. Agency grants State the right to enter onto and occupy Agency right of way for the performance of duties as set forth in this Agreement.

6. Agency shall contact State's District 3 Permit office seven (7) working days prior to the commencement of maintenance activities that impact travel lanes of OR 99W. No lane restrictions are permitted unless prior approval from State's District 3 Manager, or designee, is provided.
7. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
8. Agency's Project Manager for this Project is Todd Whitaker, Polk County Director of Public Works, 820 SW Ash Street, Dallas, Oregon 97338; (503) 623-9287; whitaker.todd@co.polk.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
2. State shall be responsible for the cost of all phases of the Project, and ongoing state highway maintenance, except for the costs assigned to Agency in Agency Obligations.
3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
4. State or its consultant shall acquire all necessary right of way according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. Upon completion of the Project, State will transfer to Agency, and Agency will accept, any new right of way acquired for Project construction on Agency's road system. The method of conveyance will be coordinated by the State's Region 2 Right of Way Manager.
5. Upon Project completion, State will be responsible for all maintenance within the green hatched areas shown in Exhibit B, including, but not limited to, open ditch maintenance, culvert maintenance, fences, grass swales, pavement and concrete median islands.

6. State grants Agency the right to enter onto State right of way for the performance of duties as set forth in this Agreement. Maintenance activities impacting travel lanes of OR 99W require Agency to contact State's District 3 Permits office seven (7) business days prior to request permission for such work before the commencement of maintenance work. No lane restrictions are permitted unless prior approval from State's District 3 Manager, or designee, is provided.
7. State's Project Manager for this Project is Kumar Rethnasamy, Transportation Project Manager, ODOT Region 2, 455 Airport Road SE, Bldg B, Salem, Oregon 97301; (503) 383-6223; kumar.rethnasamy@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

### **1. Americans with Disabilities Act Compliance:**

- a. When the Project scope includes work on sidewalks, curb ramps, multi-use paths or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
  - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, multi-use paths or pedestrian-activated signals meet current ODOT Highway Design Manual standards;
  - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, multi-use paths or pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
  - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:  
  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>.
- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:



- i. Pedestrian access is maintained as required by the ADA,
    - ii. Any complaints received by Agency identifying sidewalk, curb ramp, multi-use path or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
    - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
    - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
    - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
  - c. Maintenance obligations in this section shall survive termination of this Agreement.
2. This Agreement may be terminated by mutual written consent of both Parties.
3. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
- a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must

promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

10. 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 either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
11. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key No. 21374) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

**Signature Page to Follow**

**POLK COUNTY**, by and through its  
designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL (If required  
in Agency's process)**

By \_\_\_\_\_

Agency's Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Todd Whitaker, PE  
Polk County Director of Public Works  
820 SW Ash Street  
Dallas, Oregon 97338  
(503) 623-9287  
whitaker.todd@co.polk.or.us

**State Contact:**

Kumar Rethnasamy, Project Manager  
ODOT Region 2 Area 3  
455 Airport Road SE, Bldg B  
Salem, Oregon 97301  
(503) 383-6223  
kumar.rethnasamy@odot.oregon.gov

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_

Delivery & Operations Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

State Traffic Roadway Engineer

Date \_\_\_\_\_

By \_\_\_\_\_

Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_

Region 2 Maintenance and Operations  
Manager

Date \_\_\_\_\_

By \_\_\_\_\_

District 3 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_

Assistant Attorney General

Date \_\_\_\_\_

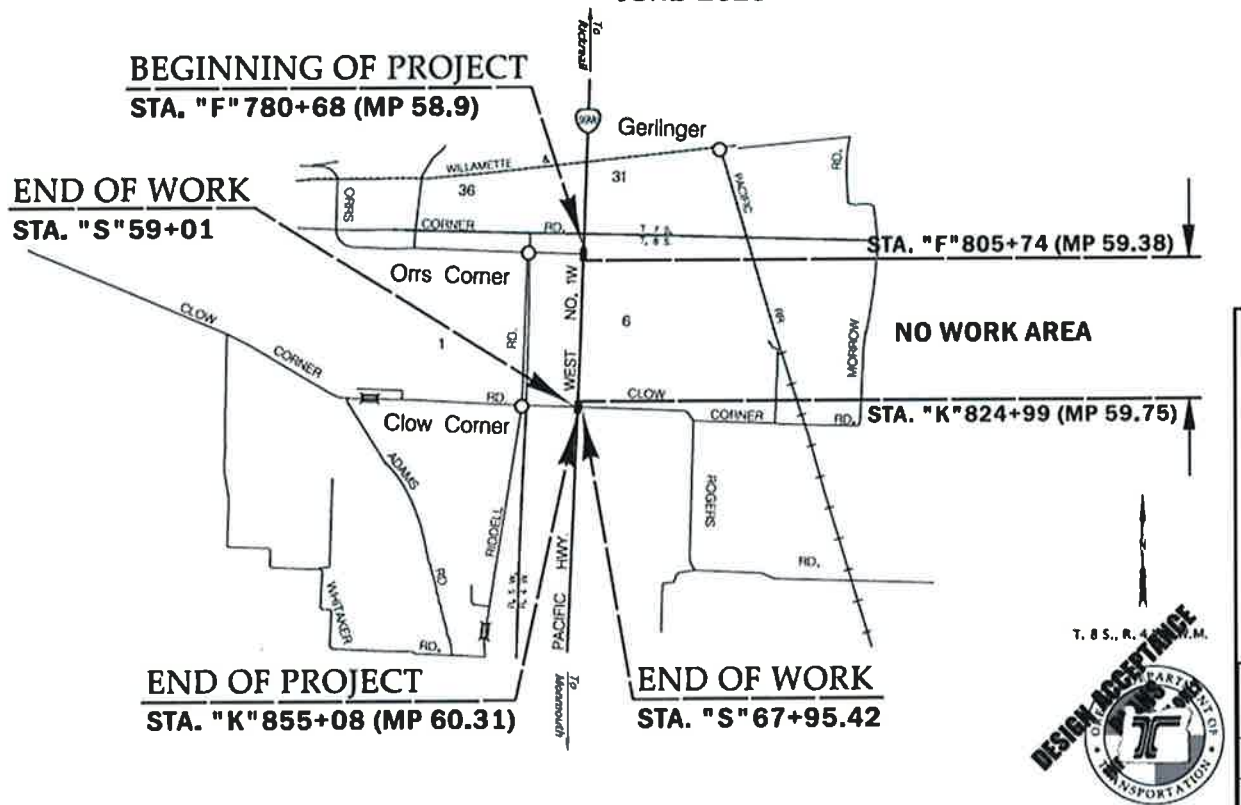
## EXHIBIT A – Project Location

### OR99W: ORRS CORNER RD. - CLOW CORNER RD. SEC.

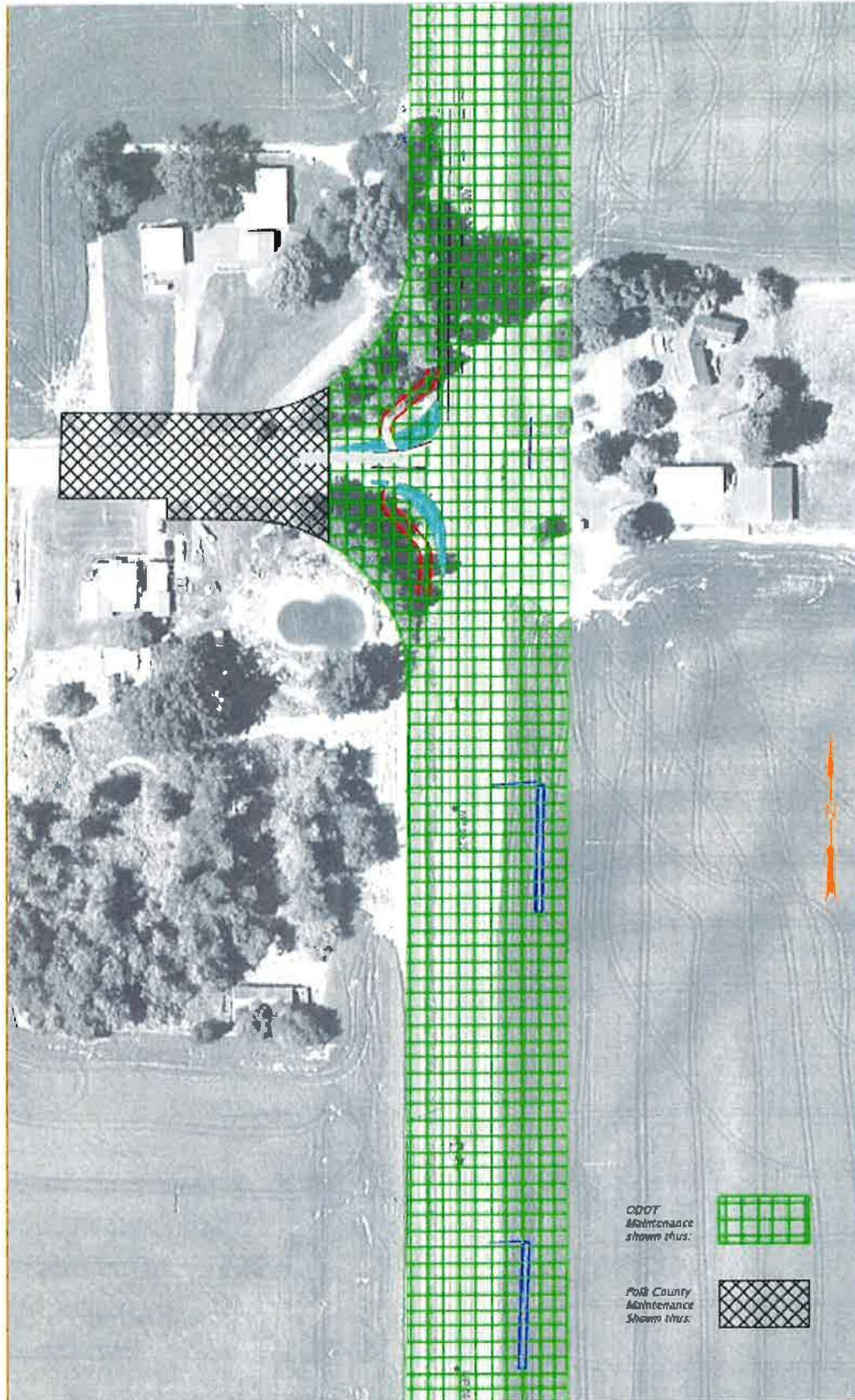
PACIFIC HIGHWAY WEST

POLK COUNTY

JUNE 2023

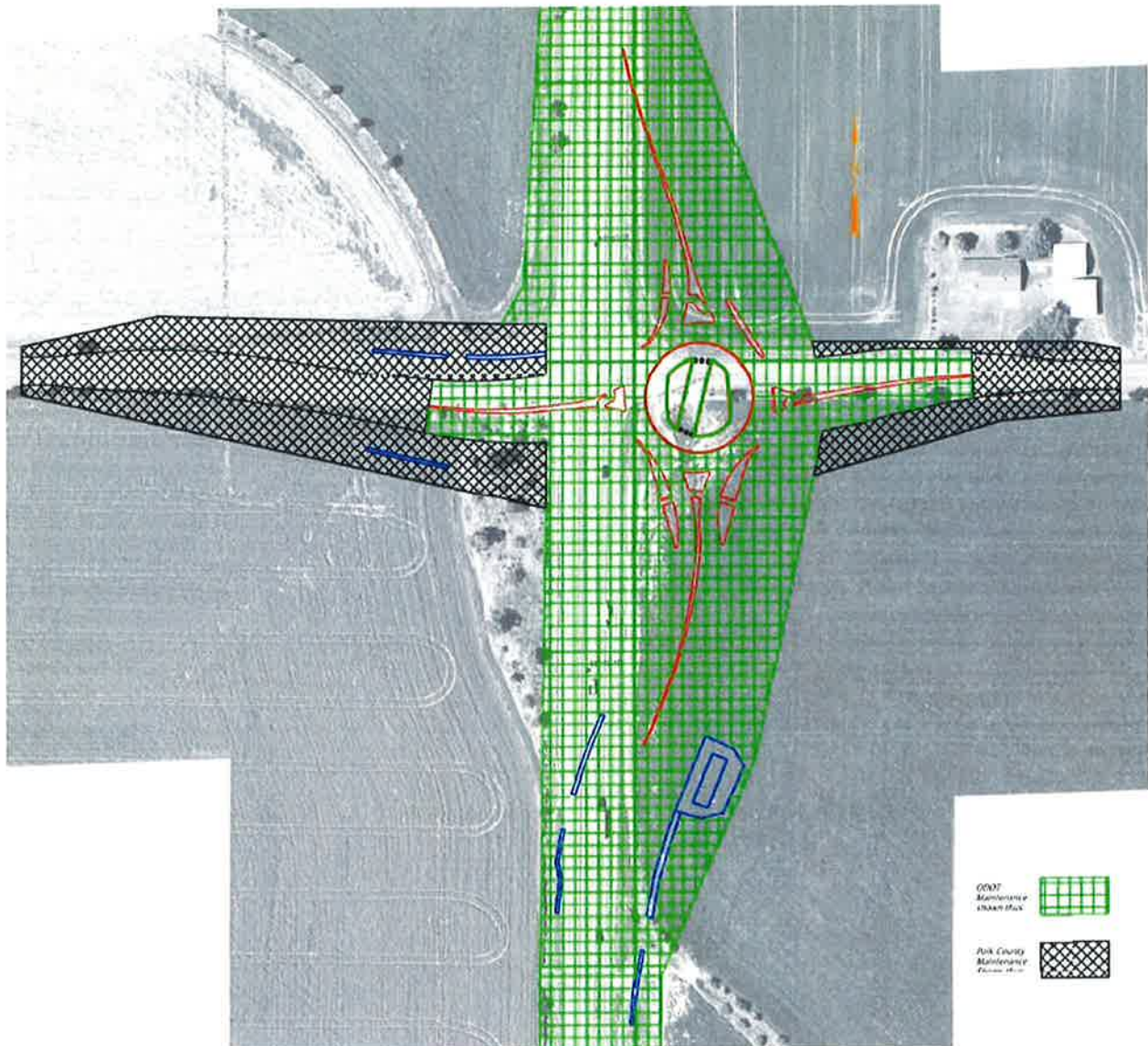


**EXHIBIT B OR99W: Orrs Corner Road - Maintenance**





**(continued) EXHIBIT B OR99W: Clow Corner Road – Maintenance**





# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428  
Department: Health Services: Behavioral Health Consent Calendar Date: February 02, 2023  
Contractor Name: Oregon Health Authority  
Address: 635 Capitol St NE Suite 350  
City, State, Zip: Salem, OR 97301  
Effective Dates - From: December 20, 2022 Through: December 31, 2022  
Contract Amount: \$(211,000.00)

## Background:

Oregon Health Authority provides funds to finance Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling services. This contract is an amendment to the initial award from the state IGA 173147. The award may be modified from time-to-time throughout the calendar year to reflect changes to funds and/or programs that are made a part of the grant.

## Discussion:

This Amendment 5 reduces funds for MHS 17 for Non-OHP Community & Residential Assistance services that remained unutilized under Part C funds.

## Fiscal Impact:

The total amount reduced for this amendment is \$211,000.00 for FY22-23.

## Recommendation:

It is recommended that Polk County sign amendment 5 to IGA 173147 with the Oregon Health Authority.

## Copies of signed contract should be sent to the following:

Name: <u>Rosana Warren</u>	E-mail: <u>hs.contracts@co.polk.or.us</u>
Name: _____	E-mail: _____
Name: _____	E-mail: _____





In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**FIFTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &  
PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173147**

This Fifth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Polk County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

**6. Signatures.**

**Polk County**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved by: Director, OHA Health Systems Division**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 15, 2021; e-mail in contract file.

## ATTACHMENT 1

EXHIBIT C  
Financial Pages

## MODIFICATION INPUT REVIEW REPORT

MOD#: M0711

CONTRACT#: 173147

CONTRACTOR: POLK COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	CODE	CPMS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SF#
-----	------	------	------	----------	--------------------	---------------------	------	----------------------	-----------------------------	------------	------------	------	----------------	-----

FISCAL YEAR: 2021-2022

SE#	FUND	CODE	CPMS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SF#
17	804	INVOIC			1/1/2022 - 6/30/2022	0 /N/A	\$0.00	-\$105,800.00	\$0.00	C	1	Y		1
TOTAL FOR SE# 17								-\$105,800.00	\$0.00					
TOTAL FOR 2021-2022								-\$105,800.00	\$0.00					

FISCAL YEAR: 2022-2023

SE#	FUND	CODE	CPMS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SF#
17	804	INVOIC			7/1/2022 - 12/31/2022	0 /N/A	\$0.00	-\$105,800.00	\$0.00	C	1	Y		1
TOTAL FOR SE# 17								-\$105,800.00	\$0.00					
TOTAL FOR 2022-2023								-\$105,800.00	\$0.00					
TOTAL FOR M0711 173147								-\$211,000.00	\$0.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY  
DATE: 12/20/2022

Contract#: 173147  
REF#: 006

REASON FOR FAAA (for information only):

Non-OHP Community and Residential Assistance (MHS 17), payments have been removed.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0711 1 Special Condition #M0514-3 in Base Agreement regarding "MHS 17- Non OHP Community and Residential Assistance" applies.