

POLK COUNTY BOARD OF COMMISSIONERS

DATE: March 22, 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) A public meeting of the Budget Committee for Polk County will be held in the Main Conference Room, Polk County Courthouse, 9:00 a.m., on Tuesday, April 4, 2023. The purpose of the meeting is to discuss the budget for fiscal year July 1, 2023 to June 30, 2024 and to receive the budget message and document. The public meeting will continue on Wednesday, April 5, 2023. Additional time is reserved for public comment at 10:30 a.m. Wednesday, April 5, 2023. A copy of the budget document may be inspected or obtained on or after April 1, 2023 at the Board of Commissioners' Office, Polk County Courthouse, during regular business hours. This is a public meeting where deliberation of the Budget Committee will take place. Any person may appear at the meeting and discuss the proposed budget with the Budget Committee. Please advise the Board of Commissioners (503-623-9237) at least 24 hours in advance if you need special accommodations to attend or participate in the meeting virtually.
3. **COMMENTS (for items not on this agenda)**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF THE MINUTES FROM March 15, 2023**
6. **APPROVAL OF CONSENT CALENDAR**
7. **POLK COUNTY FINANCIAL STATEMENT AUDIT DELIVERY FOR THE YEAR ENDED 6/30/2022 – Brad Bingenheimer & Kathy Wilson from SingerLewak**

CONSENT CALENDAR

- (a) **(Tentative) Polk County Contract No. 23-41, CHA/CHIP MOU**
(Noelle Carroll, Public Health Director)
- (b) **Polk County Contract No. 23-43, Confederated Tribes of Grand Ronde**
(Todd Whitaker, Public Works Director)
- (c) **Polk County Contract No. 23-44, Confederated Tribes of Grand Ronde**
(Todd Whitaker, Public Works Director)

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

ADJOURNMENT



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428
Department: Health Services: Public Health Consent Calendar Date: N/A
Contractor Name: Willamette Health Council
Address: 205 Chemeketa St. NE
City, State, Zip: Salem, OR 97301
Effective Dates - From: January 01, 2023 Through: December 31, 2027
Contract Amount: \$0

Background:

The County has received funds from the Oregon Health Authority through IGA 169527 for PE52-Modernization efforts that promote healthy equity and inclusion. This agreement through the Willamette Health Council maximizes those efforts through it's connection with different community partners.

Discussion:

This agreement is for cross county collaboration for the development of a Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) Collaborative between Marion and Polk county community partners, is intended to align efforts and delineate roles and responsibilities in meeting the Marion-Polk Community Vision of improving the regions health and well being.

Fiscal Impact:

There is no direct exchange in funds due to this agreement, but future costs are covered under PE52-Modernization.

Recommendation:

It is recommended that Polk County sign this agreement with Willamette Health Council.

Copies of signed contract should be sent to the following:

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

Marion-Polk Community Health Assessment (CHA)/Community Health Improvement Plan (CHIP) Collaborative Memorandum of Understanding (MOU)

Marion-Polk Community Vision

A diverse and inclusive community with a physical environment that facilitates optimal physical and social health, infrastructure that supports economic growth and stability, and an integrated health care system that promotes equitable access to whole person care.

Purpose

The purpose of the Marion-Polk CHA/CHIP Collaborative is to align efforts of Local Public Health Authorities, Local Mental Health Authorities, hospital systems, the region's Coordinated Care Organization (CCO) and the local Health Council to develop a shared CHA and CHIP for Marion County and Polk County. As such, in a manner that upholds regulatory and related requirements among CHA/CHIP Collaborative Partners, this MOU is intended to be a tool for:

- Sharing in the development and update of the region's CHA;
- Based on the CHA, sharing in the development, implementation and monitoring of the region's CHIP;
- Delineating roles and responsibilities; and
- Appropriately resourcing this work through dedicated leadership and staff time, data sharing and funding.

See Appendix I for a complete list of the CHA/CHIP Collaborative Partners.

MOU Dates: This MOU's term begins January 1, 2023 and continues through December 31, 2027.

Should any changes be needed to this MOU, proposed changes will be brought to the Executive Committee for review, approval, and MOU amendment. Subsequent years will require execution of a new MOU. The Executive Committee will have a process established for the development and execution of a new MOU.

CHA/CHIP Collaborative Partner Commitments

I. CHA/CHIP Collaborative Partners will seek to:

- Center community voice, perspective and lived experience;
- Support diverse representation and engagement;
- Identify and address health disparities; and
- Influence system change to advance a culture of health equity for the Marion-Polk region.

II. Commitment to collaboration: CHA/CHIP Collaborative Partners believe that to maximize opportunities to improve the health of the Marion-Polk region, our efforts will be more impactful if we take a unified approach to the CHA/CHIP. To this end, CHA/CHIP Collaborative Partners acknowledge that a collaborative approach to the CHA/CHIP:

- Is the right thing to do for our region, yielding more comprehensive, aligned and actionable products;

- Will maximize collective resources available for improving community health and advancing health equity;
- Requires resource commitments from all participants who would use the CHA/CHIP to satisfy regulatory requirements; and
- May not meet every organization's needs, and that there may be additional assessment and improvement planning work required for each organization to conduct themselves.

CHA/CHIP Collaborative Partner Contributions

Each CHA/CHIP Collaborative Partner will:

- Contribute the following as it relates to the CHA:
 - Assign a minimum of one (1) representative to participate in any committees, subcommittees or workgroups related to the CHA.
 - Help raise community awareness of and participation in the CHA.
 - Assign staff or volunteers to facilitate completion and submission of community surveys, support community listening sessions or other similar activities that aim to collect qualitative and quantitative data from the community's perspective.
 - In accordance with pertinent laws and policies, identify and provide pertinent qualitative and quantitative data in support of the CHA. Details related to CHA/CHIP data collection and sharing will be addressed through a data sharing agreement process, separate from this MOU.
 - Adopt the shared CHA and align it with organizational strategy, where possible.
- Contribute the following as it relates to the CHIP:
 - Assign a minimum of one (1) representative to participate in any committees, subcommittees or workgroups related to the CHIP.
 - Help raise community awareness of and participation in the CHIP.
 - In accordance with pertinent laws and policies, identify and provide pertinent qualitative and quantitative data in support of the CHIP. Details related to CHA/CHIP data collection and sharing will be addressed through a data sharing agreement process, separate from this MOU.
 - Adopt the shared CHIP. Use the CHIP to inform organizational strategy where possible.
 - At a minimum, on an annual basis, provide a list of any specific activities your organization will undertake in response to identified needs, as outlined in the CHIP, in a manner that can be aggregated and shared publicly. In addition, your organization will share outcomes of executed activities annually, where possible.
 - In real time, share information regarding:
 - Funding streams in support of CHIP priorities; and
 - Planned community investments in support of CHIP priorities.
 - Align funding streams and investments to maximize collective impact opportunities, where possible.
- Provide a resource allocation for the CHA/CHIP (such as annual funding, designated staff time and/or other in-kind contributions). Details of organizational resource allocation for the CHA/CHIP will be addressed through a resource agreement process, separate from this MOU.
- Designate a leadership representative to participate in the Executive Committee and a staff representative to participate in the Steering Committee. At the time of executing this MOU, provide their representatives' names and contact information, and keep this information up to date should there be changes.

In addition to the above contributions, Marion County Health & Human Services will:

- Lead and manage a comprehensive CHA process utilizing an evidence-based framework every 5 years with annual updates.
- Lead and manage a comprehensive CHIP development process every 5 years with annual updates.
- Provide a dedicated, full-time CHIP Coordinator position to staff both the Executive and Steering Committees.

In addition to the above contributions, the Willamette Health Council will:

- As the convener of the Marion-Polk CCO Community Advisory Council (CAC), ensure the CAC is supported in carrying out their key role in the CHA/CHIP. Per CCO regulatory requirements, the CAC is to oversee, with the CHA/CHIP Collaborative Partners, the development of the shared CHA and adopt the shared CHIP.
- Work with the CAC to identify and designate a CAC representative to serve on the Executive Committee as a voting member.

Signatures

LEGACY HEALTH

_____ has the authority to sign this MOU on behalf of
Legacy Health.

By signing below, Legacy Health hereby agrees to the terms, commitments and contributions stipulated
in this MOU.

Signature

Date

MARION COUNTY HEALTH AND HUMAN SERVICES

_____ has the authority to sign this MOU on behalf of
Marion County Health and Human Services.

By signing below, Marion County Health and Human Services hereby agrees to the terms, commitments
and contributions stipulated in this MOU.

Signature

Date

PACIFICSOURCE COMMUNITY SOLUTIONS, MARION-POLK CCO

_____ has the authority to sign this MOU on behalf of PacificSource Community Solutions, Marion-Polk CCO.

By signing below, PacificSource Community Solutions, Marion-Polk CCO hereby agrees to the terms, commitments and contributions stipulated in this MOU.

Signature

Date

POLK COUNTY HEALTH SERVICES

Noelle K. Carroll, Psy.D. has the authority to sign this MOU on behalf of Polk County Health Services.

By signing below, Polk County Health Services hereby agrees to the terms, commitments and contributions stipulated in this MOU.

Signature

Date

SALEM HEALTH

_____ has the authority to sign this MOU on behalf of Salem Health.

By signing below, Salem Health hereby agrees to the terms, commitments and contributions stipulated in this MOU.

Signature

Date

SANTIAM HOSPITAL

_____ has the authority to sign this MOU on behalf of
Santiam Hospital.

By signing below, Santiam Hospital hereby agrees to the terms, commitments and contributions
stipulated in this MOU.

Signature

Date

WILLAMETTE HEALTH COUNCIL

_____ has the authority to sign this MOU on behalf of the
Willamette Health Council.

By signing below, the Willamette Health Council hereby agrees to the terms, commitments and
contributions stipulated in this MOU.

Signature

Date

CAC Representative Name

CAC Representative Signature

Date

Appendix I – Marion-Polk CHA/CHIP Collaborative Partners

Executive Committee Member Organizations

Legacy Health

Marion County Health and Human Services

PacificSource Community Solutions, Marion-Polk CCO

Polk County Health Services

Salem Health

Santiam Hospital

Willamette Health Council



Contract Review Sheet

Staff Contact: Todd Whitaker Department: Public Works

Title: Director Consent Calendar Date: _____

Contractor Name: Confederated Tribes of Grand Ronde

Address: 9615 Grand Ronde Rd.

City, State, Zip: Grand Ronde, OR 97347

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ 77,988

Source Selection:

- | | |
|--|---|
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Personal Services |
| <input type="checkbox"/> Competitive Quotes | <input checked="" type="checkbox"/> Special/Exempt Procurement (explain below): |
| <input type="checkbox"/> Formal Bid | <u>Memorandum of Agreement</u> |
| <input type="checkbox"/> Request for Proposals | _____ |

Background/Discussion:

The Confederated Tribes of Grand Ronde and the County share a mutual interest in maintaining a Grand Ronde Rd. North. Both parties agree that the road is in need of repair. The County and Tribe each have funding available for design, bid services, and services during construction of a reconstruction project on Grand Ronde Rd (N) between OR18 and OR22.

Fiscal Impact:

The Tribe will be reimbursing the County 50% of the total costs for design up to \$77,988.

Recommendation:

Staff recommends the Board approve the Memorandum of Agreement with the Confederated Tribes of Grand Ronde for design services, bid services and engineering services during construction on Grand Ronde Rd. North.

Copies of signed contract should be sent to the following:

Name: Heather Chase E-mail: chase.heather@co.polk.or.us

Name: _____ E-mail: _____

Name: _____ E-mail: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered by and between the Confederated Tribes of the Grand Ronde Community of Oregon ("Tribe") and Polk County, Oregon ("County"), collectively hereinafter referred to as the "Parties."

RECITALS

WHEREAS, the purpose of this Agreement is to secure civil engineering design and construction administration services for a county road rehabilitation project herein known as the Grand Ronde Road Rehabilitation Project ("Project").

WHEREAS, the Parties share the common goal of constructing and maintaining a safe and high-quality roadway that is Grand Ronde Road, Polk County Road Number 681, and Yamhill County Road Number 402 in the community of Grand Ronde; and

WHEREAS, Grand Ronde Road is part of both the Polk and Yamhill County road systems and under the respective jurisdiction and control of Polk and Yamhill County; and

WHEREAS, Grand Ronde Road is adjacent to the Grand Ronde Indian Reservation and Reservation lands are managed by the Tribe; and

WHEREAS, the Tribe manages the Tribal Transportation Program through a Tribal Transportation Program Agreement (A16AP00146) that allows the Tribe to perform road maintenance as authorized by 23 U.S.C. § 202 (a)(8)(A); and

WHEREAS, Grand Ronde Road is an official roadway within the Grand Ronde Road National Tribal Transportation Facilities Inventory identified as Bureau Indian Affairs Route Number 6801 and is approved for road construction funding under the Tribe's Transportation Improvement Program (TIP) identified as PCAS P0114101; and

WHEREAS, the Parties understand and agree that Grand Ronde Road needs rehabilitation, and

WHEREAS, the Tribe has funding approved to design and reconstruct Grand Ronde Road in the TIP, but lacks jurisdiction to manage, oversee, and complete the Project; and

WHEREAS, Polk County has jurisdiction over part of Grand Ronde Road terminating at the Polk County boundary line, and possesses human resources with the knowledge, experience, and expertise to perform all the necessary services associated with completing the Project; and

WHEREAS, Yamhill County has jurisdiction over part of Grand Ronde Road terminating at the Yamhill County boundary line, and possesses human resources with the knowledge, experience, and expertise to perform all the necessary services associated with completing the Project. Polk County will work with Yamhill County to perform all necessary services associated with the Project; and

WHEREAS, Polk County is the lead agency on the Project for the purpose of civil engineering design and construction; and

WHEREAS, this Agreement will formally outline the participation and responsibilities of the Parties in the Project; and

WHEREAS, this Agreement supersedes a previous MOA that was signed on or about April 27, 2022 for the Project between the Parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Tribe and Polk County's Roles and Responsibilities

1.1. Polk County's Roles and Responsibilities

- 1.1.1. Prepare all bid documents necessary to solicit qualified civil engineering and construction administration services to design and oversee the Project (the "Services")
- 1.1.2. Follow a competitive bidding process that adheres to Tribal procurement requirements, which include sending requests for bids on the Services to a minimum of three (3) qualified engineers who possess the necessary licenses, resources, experience and expertise to design and oversee road repair services in Oregon.
- 1.1.3. Seek bids from Indian Owned Businesses.
- 1.1.4. Prior to entering into a professional services agreement or obligating funds for the Services, County shall review all bid responses with the Tribe. The Tribe and County shall jointly select from the qualified bidders, the contractor with the lowest bid who best serves the needs of the County and the Tribe.
- 1.1.5. Subject to 1.1.4 above, contract with a qualified contractor to perform the civil engineering and construction administration services needed for the Project. Follow all applicable laws, rules, regulations, and policies associated with repairing County roads.
- 1.1.6. Ensure that the Services satisfy the standards of care, skill, and diligence ordinarily exercised by contractors performing similar services in Oregon.
- 1.1.7. Keep the Tribe informed of the status of the Services.
- 1.1.8. Review all bids for the Services jointly with Yamhill County and the Tribe. Select from the qualified bidders, the contractor with the lowest bid who best serves the needs of the Counties, and the Tribe.
- 1.1.9. Ensure the Services are completed no later than September 30, 2023.

1.2. Tribe's Roles and Responsibilities

- 1.2.1. Review all bids for the Services jointly with Polk County. Select from the qualified bidders, the contractor with the lowest bid who best serves the needs of the Counties, and the Tribe.
- 1.2.2. Generate, through the Tribe's Procurement Department, a Systems Award Management (SAM) report for any contractor that performs services on the Project.
- 1.2.3. Reimburse Polk County an amount equivalent to the amount of the selected contractor's bid to complete the Services, provided that if the selected contractor's bid exceeds \$77,988.00, the Tribe may, at its option, (1) work with County to scale back the Project so that Services do not exceed \$77,988.00, or (2) contribute additional funding as necessary to complete the Services.

2. Charges and Payment

- 2.1. Polk County shall submit requests for reimbursement to the Tribe for amounts Polk County paid to the selected contractor pursuant to the professional services agreement.
- 2.2. Subject to 1.2.3 above, the total amount payable by the Tribe to the County under this Agreement shall not exceed the lesser of, the selected contractor's bid amount for the Services or \$77,988.00.

3. Term and Termination

- 3.1. This Agreement is effective on the date it is signed by authorized representatives of both the Tribe and County ("Effective Date").
- 3.2. The term of this Agreement begins on the Effective Date and continues until the Services are complete.

4. General Provisions

- 4.1. Any amendments to this Agreement will be in writing signed by the Tribe and Polk County.
- 4.2. Unless specifically stated otherwise in this Agreement, all notices, document transmittals, and other submittals to be provided under this Agreement will personally delivered or sent by first-class mail, postage prepaid, or by email to the following addresses:

If to the Tribe:

John Mercier
The Confederated Tribes of Grand Ronde
Public Works Department
9615 Grand Ronde Road
Grand Ronde OR 97347
Phone: 503-879-2400
Email: john.mercier@grandronde.org

If to Polk County:

Todd Whitaker, PE
Polk County Public Works
820 SW Ash Street
Dallas OR 97338
Phone: 503-623-9287
Email: whitaker.todd@co.polk.or.us

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement.

Polk County

The Confederated Tribes of Grand Ronde

Print Name, Title

Cheryle A. Kennedy, Tribal Council Chairwoman

Print Name, Title

Signature

Signature

Date

Date



Contract Review Sheet

Staff Contact: _____ Department: _____

Title: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ _____

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Intergovernmental Agreement

This Intergovernmental Agreement ("Agreement") is made and entered by and between the Confederated Tribes of the Grand Ronde Community of Oregon ("Tribe") and Polk County, Oregon ("County"), collectively hereinafter referred to as the "Parties."

RECITALS

WHEREAS, the purpose of this Agreement is to secure construction services for a county road rehabilitation project herein known as the Grand Ronde Road Rehabilitation Project ("Project").

WHEREAS, the Parties share the common goal of constructing and maintaining a safe and high-quality roadway that is Grand Ronde Road, Polk County Road Number 681, and Yamhill County Road Number 402 in the community of Grand Ronde; and

WHEREAS, Grand Ronde Road is part of the Polk County and Yamhill County road system and under the jurisdiction and control of Polk County and Yamhill County; and

WHEREAS, Grand Ronde Road is adjacent to the Grand Ronde Indian Reservation and Reservation lands are managed by the Tribe, and

WHEREAS, the Tribe manages the Tribal Transportation Program through a Tribal Transportation Program Agreement (A16AP00146) that allows the Tribe to perform road maintenance as authorized by 23 U.S.C. § 202 (a)(8)(A); and

WHEREAS, Grand Ronde Road is an official roadway within the Grand Ronde Road National Tribal Transportation Facilities Inventory identified as Bureau Indian Affairs Route Number 6801 and is approved for road construction funding under the Tribe's Transportation Improvement Program (TIP) identified as PCAS P0114101, and

WHEREAS, the Parties understand and agree that Grand Ronde Road needs rehabilitation, and

WHEREAS, the Tribe has funding approved to reconstruct Grand Ronde Road in the TIP, but lacks jurisdiction to manage, oversee, and complete the Project, and

WHEREAS, Polk County has jurisdiction over part of Grand Ronde Road terminating at the Polk County boundary line, and possesses human resources with the knowledge, experience, and expertise to perform all the necessary services associated with completing the Project; and

WHEREAS, Yamhill County has jurisdiction over part of Grand Ronde Road terminating at the Yamhill County boundary line, and possesses human resources with the knowledge, experience, and expertise to perform all the necessary services associated with completing the Project; and

WHEREAS, Polk County is the lead agency on the Project for the purpose of civil engineering design and construction, and Polk County will work with Yamhill County to perform all the necessary services associated with completing the Project; and

WHEREAS, this Agreement will formally outline the participation and responsibilities of the Parties in the Project.

NOW, THEREFORE, the Tribe and Polk County hereby agree as follows:

1. Tribe and County Roles and Responsibilities

1.1. Polk County's Roles and Responsibilities

- 1.1.1. Prepare all bid documents necessary to solicit qualified construction contractors to perform construction services on Grand Ronde Road (the "Services").
- 1.1.2. Follow a competitive bidding process that adheres to Tribal procurement requirements, which include sending requests for bids on the Services to a minimum of three (3) qualified construction contractors who possess the necessary licenses, resources, experience, and expertise to perform the necessary road construction services in Oregon.
- 1.1.3. Seek bids from Indian Owned Businesses.
- 1.1.4. Prior to entering into a contract for construction, or obligating funds for the Services, Polk County shall review all bid responses with the Tribe. The Tribe and the County, shall jointly select from the qualified bidders, the construction contractor with the lowest bid who best serves the needs of the Tribe and County.
- 1.1.5. Subject to 1.1.4 above, contract with a qualified contractor to perform the construction services needed for the Project. Follow all applicable laws, rules, regulations, and policies associated with construction on County roads.
- 1.1.6. Ensure that the Services satisfy the standards of care, skill, and diligence ordinarily exercised by contractors performing similar services in Oregon.
- 1.1.7. Keep the Tribe informed of the status of the Services.
- 1.1.8. Work with Yamhill County to ensure the completion of the Project.
- 1.1.9. Ensure the construction Services are completed no later than October 31, 2023.

1.2. Tribe's Roles and Responsibilities

- 1.2.1. Review all bids for the Services jointly with the County, select from the qualified bidders, the construction contractor with the lowest bid who best serves the needs of the Tribe and the County.
- 1.2.2. Generate, through the Tribe's Procurement Department, a Systems Award Management (SAM) report for any contractor that performs services on the Project.

2. Charges and Payment

- 2.1. The projected cost for the construction services is an amount not-to-exceed \$3,000,000.00.
- 2.2. The Tribe shall pay to Polk County 50% of the projected cost. Polk County shall fund 40% of the projected cost. Polk County will work with Yamhill County to ensure that Yamhill County funds the remaining 10% of the projected cost. Parties acknowledge that if Yamhill County fails to provide the remaining 10% of the projected cost, the scope of the Project will reflect the lack of funding and be revised accordingly.
- 2.3. Subject to 2.1 above, the total amount payable by the Tribe to the County under this Agreement shall not exceed \$1,500,000.00

3. Term and Termination

- 3.1. This Agreement is effective on the date it is signed by authorized representatives of the Tribe and Polk County ("Effective Date").

3.2. The term of this Agreement begins on the Effective Date and continues until the Services are complete.

4. General Provisions

4.1. Any amendments to this Agreement will be in writing signed by the Parties.

4.2. Unless specifically stated otherwise in this Agreement, all notices, document transmittals, and other submittals to be provided under this Agreement will personally delivered or sent by first-class mail, postage prepaid, or by email to the following addresses:

If to the Tribe:	John Mercier The Confederated Tribes of Grand Ronde Public Works Department 9615 Grand Ronde Road Grand Ronde, OR 97347 Phone: 503-879-2400 Email: john.mercier@grandronde.org
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If to Polk County:	Todd Whitaker, PE Polk County Public Works 820 SW Ash Street Dallas, OR 97338 Phone: 503-623-9287 Email: whitaker.todd@co.polk.or.us
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[SIGNATURE PAGE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement.

Polk County

The Confederated Tribes of Grand Ronde

Print Name, Title

Cheryle A. Kennedy, Tribal Council Chairwoman

Print Name, Title

Signature

Signature

Date

Date