

POLK COUNTY BOARD OF COMMISSIONERS

DATE: August 9, 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 Homeless Prevention Advisory Council will be meeting on August 9, 2023 from 12:00 pm to 1:30 pm located in the first floor conference room at 182 SW Academy St, Dallas Oregon, 97338.
 - (c) The Polk County Fair will begin Wednesday August 9, 2023 at 2:00 PM located at the Polk County Fairgrounds and continue through Saturday August 12, 2023.
3. **COMMENTS (for items not on this agenda and limited to 3 minutes)**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF THE MINUTES FROM August 2, 2023**
6. **APPROVAL OF CONSENT CALENDAR**
7. **LENGTH OF SERVICE AWARDS – Matt Hawkins**
 - Lisa Hanson, 25 years of service
8. **RECLASSIFICATION OF AN EMPLOYEE – Matt Hawkins**
9. **RECLASSIFICATION OF AN EMPLOYEE – Matt Hawkins**

CONSENT CALENDAR

- (a) Polk County Contract No. 23-168, ODOT
(Jodi Merritt, Community Corrections Director)
- (b) Polk County Resolution No. 23-12,
(Aaron Felton, District Attorney)

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

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES August 2, 2023

1. CALL TO ORDER & ATTENDANCE

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

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 attending a lunch and learn meeting with the Polk County District Attorney's office on August 1, 2023, located at 820 SE Church St Ste 100, Dallas Oregon.

The Homeless Prevention Advisory Council will be meeting on August 9, 2023 from 12:00 pm to 1:30 pm located in the first floor conference room at 182 SW Academy St, Dallas Oregon, 97338.

The Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on August 7, 2023 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338.

3. COMMENTS

District Attorney Aaron Felton came down to introduce their new Deputy DA, Kaylee Hudson to the Board of Commissioners and staff. DA Felton that once they received her results from the bar, her position as Deputy DA will be effective. The Commissioners Welcomed Ms. Hudson and congratulated her.

4. APPROVAL OF AGENDA

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF BOARD MEETING OF July 26, 2023

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF July 26, 2023.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

7. RECLASSIFICATION OF AN EMPLOYEE

Matt Hawkins, Admin Services Director, is recommending the reclassification of a Juvenile Probation Officer I to a Juvenile Probation Officer II. Should the reclassification be approved, it would be effective August 1, 2023 and will have a fiscal impact for the FY 23-24 of approximately \$6000 including PERS contribution should it be for 12 months.

APPROVED BY CONSENSUS OF THE BOARD.

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

- (a) Polk County Contract No. 23-162, The City of Falls City IGA
(Morgan Smith, County Counsel)
- (b) Polk County Contract No. 23-163, Service Contract
(Rosana Warren, Behavioral Health)
- (c) Polk County Contract No. 23-164, Service Contract
(Rosana Warren, Public Health)
- (d) Polk County Contract No. 23-165, Service Contract
(Rosana Warren, Behavioral Health)
- (e) Right of Way Dedication Acceptance, Weyerhaeuser Timber Holdings, Inc
(Todd Whitaker, Public Works Director)
- (f) Polk Count Resolution No. 23-11, in the matter declaring the necessity of
acquiring property for the Black Rock Road Improvement Project
(Morgan Smith, County Counsel)

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:06 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner



HUMAN RESOURCES

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338-3174
(503) 623-1888 ★ FAX (503) 623-1889

MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Admin. Services Director
DATE: August 4, 2023
SUBJECT: Reclassification of an Engineer Survey Tech III

Wednesday – August 9, 2023 (5 minutes)

RECOMMENDATION:

The Board of Commissioners approve the reclassification of an Engineer Survey Tech III.

ISSUE:

Shall the Board approve the reclassifications?

DISCUSSION:

It is recommended that Josh Herzberg be reclassified from an Engineer Survey Tech III to the Survey Crew Chief position. With the recent appointment of Darren Blackwell to the County Surveyor position Josh has taken on the duties of the Survey Crew Chief and will assist in leading other members of the survey team. Josh has performed well and is ready to take on this position according to the Darren Blackwell, County Surveyor.

Josh is currently at step L15-5 of the Engineer Survey Tech III position which is \$5,831. If the reclassification is approved he will move to step L15-2 of the Survey Crew Chief position which is \$6,064.

Should the reclassification be approved it would be effective August 1, 2023.

FISCAL IMPACT:

This reclassification will have an impact on the budget for FY 23-24 of approximately \$3,700 including PERS contribution should it be for 12 months.



HUMAN RESOURCES

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338-3174
(503) 623-1888 ★ FAX (503) 623-1889

MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Admin. Services Director
DATE: August 4, 2023
SUBJECT: Reclassification of an HS Administrative Specialist II

Wednesday – August 9, 2023 (5 minutes)

RECOMMENDATION:

The Board of Commissioners approve the reclassification of an HS Administrative Specialist II.

ISSUE:

Shall the Board approve the reclassifications?

DISCUSSION:

It is recommended that Chrissy Thomson be reclassified from an HS Administrative Specialist II to an HS Administrative Analyst I. Chrissy has been working out of class in this position since April and has demonstrated the capacity to continue in this position. Due to the fact that Chrissy is already completing this work, this request falls within the guidelines for a reclassification.

Chrissy is currently at step 6 of the HS Administrative Specialist II position which is \$4,556. If the reclassification is approved she will move to step 3 of the HS Administrative Analyst I position which is \$4,739.

Should the reclassification be approved it would be effective July 1, 2023. We are asking for the reclassification to be retroactive back to July because Chrissy's working out of class pay ended in June, but she continued to do the work. The need for a reclassification was not caught until the end of July.

FISCAL IMPACT:

This reclassification will have an impact on the budget for FY 23-24 of approximately \$3,000 including PERS contribution should it be for 12 months.



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: _____

Misc. Contracts and Agreements
No. 73000-00021089

INTERGOVERNMENTAL AGREEMENT

Polk County Community Service Work Crews
State Fiscal Years 2023-2024 and 2024-2025

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 "State" or "ODOT;" and POLK COUNTY COMMUNITY CORRECTIONS, acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572, 366.574, and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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. This Agreement will supersede and replace Agreement No. 34867. Agreement No. 34867 will terminate upon execution of this Agreement. Work Order Authorizations issued prior to the replacement of Agreement No. 34867 shall remain in effect. All new Work Order Authorizations shall be issued through this Agreement No. 73000-00021089.
2. Under such authority, State wishes to retain the services of County to provide Community Service work crews, hereinafter referred to as "Work Crews," and supervision of said Work Crews, to perform removal of debris along state highways and manual labor for ditching, sweeping, digging, and maintenance on bike paths on state right of way, as requested by State's designee, in and around Polk County, hereinafter referred to as "Services," and as further described in Exhibit A-1 and A-2, attached hereto and by this reference made a part hereof. State funds for this Agreement shall be limited to \$77,200. Payment for Services shall not exceed a maximum amount of \$38,600 per state fiscal year (state fiscal year 2023 ending June 30, 2024 and state fiscal year 2024 ending June 30, 2025).
3. The Services shall be requested in writing in the form of a Work Order Authorization, attached as Exhibit B and by this reference made a part hereof. Each Work Order Authorization issued pursuant to this Agreement shall become a part of this Agreement.

4. Both Parties shall sign the Work Order Authorization before commencement of work. The Work Order Authorization may be sent via facsimile or email (PDF format). An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) working days. The Work Order Authorization shall contain beginning and ending dates for the specific work.
5. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on June 30, 2025, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
6. This Agreement may be modified by mutual consent of both Parties and upon execution of an amendment to this Agreement, stating said modifications. If the total cost of this Agreement or individual Work Order Authorization exceeds \$150,000, the Oregon Department of Justice must review and approve any amendments and Work Order Authorizations prior to performance of any work.

COUNTY OBLIGATIONS

1. Americans with Disabilities Act Compliance:

- a. County shall ensure that the services it provides under this Agreement (“Services”) comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”). County shall use ODOT standards to assess whether the Services comply with the ADA, including, but not limited to, ODOT Maintenance Operational Notices MG 100-107 (“MG 100-107”), MG 144-03 (“MG 144-03”), and MG Activities-2 (“MG Activities-2”).
- b. The scope of the Services performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals.
- c. County shall:
 - i. Promptly notify ODOT of completion of Services and allow ODOT to inspect completed Services located on or along a state highway for ADA compliance, prior to acceptance of such Services and release of any County contractor, and
 - ii. Ensure that temporary pedestrian routes are provided through or around any work zone as provided in MG Activities-2 and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 (“OTTCH”). For Services included in MG Activities-2 “Situations” paragraph 2, County shall provide ODOT with adequate information to allow ODOT to provide advance notice of any temporary pedestrian route to the public, people with disabilities, and disability organizations. The Parties acknowledge that providing advance

notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers' shift.

- d. ODOT Maintenance Operational Notices MG 100-107, MG 144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.

- i. The OTTCH is available at:

<http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx>. Copies of MG 100-107, MG 144-03, and MG Activities-2 are available for inspection at the ODOT District 3 Office located at 455 Airport Road SE, Building P, Salem, Oregon, 97301, during regular business hours, or at the following locations online:

- MG 100-107: https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf
- MG 144-03: https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf
- MG Activities-2: https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf

- ii. All references to MG 100-107, MG 144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.

2. County shall provide Work Crews, as available from County programs, adequately equipped, trained and clothed to perform the Services under this Agreement, as requested by State's District 3 Transportation Maintenance Manager or assigned designee. The request shall be in the form of a Work Order Authorization. Both Parties shall sign the Work Order Authorization before commencement of work. The County's Community Corrections Director is authorized to sign the Work Order Authorization for County.
3. County agrees to perform the debris removal work in accordance with accepted industry standard.
4. County shall provide Work Crews for the amount and at the rates specified in the Work Order Authorization.
5. County shall, at its own expense, provide all necessary medical attention for injuries to County supervisory personnel and Work Crew members sustained while engaged in work under this Agreement.

6. County shall, at all times, provide on-site Work Crew Supervisor/personnel and be responsible for the supervision, discipline, and jurisdictional control of Work Crew members assigned to projects under this Agreement. The Work Crew Supervisor/personnel shall ensure that the Work Crew members will not interfere or cause a safety issue for members of the public.
7. County shall only provide Work Crew members with minimum custody level status to work on the Work Crews described in this Agreement.
8. County shall provide general orientation and training to State personnel, with regard to County procedures, rules and regulations, such as those relating to security issues, prohibited Work Crew member conduct, disciplinary reporting and other subjects as determined by County. County shall provide to State the information on items/substances not to be given to Work Crew members.
9. County shall, at its own expense, be responsible for providing housing, food, clothing, transportation, medical care and for meeting other welfare needs, as may be required, including a portable toilet, for County's supervisory personnel and Work Crew members.
10. County shall be responsible for providing equipment and training for the Work Crews. County may borrow from State, specialty items described in State Obligations, paragraph 6. County shall provide all hand tools and equipment for the removal of debris. County shall return to State any borrowed specialty tools and equipment when a project has been completed in like condition as when it was loaned, except for normal wear and tear. County shall return to State any unused borrowed materials or field supplies upon project completion.
11. County Project Manager and the Work Crew Supervisor will confer on a periodic basis to assess project progress, project site safety and security, and overall performance satisfaction. The County Project Manager or other County representatives may periodically visit the project site(s) to evaluate work activities and work progress, including scope of work, use of equipment, machinery and tools, training requirements, safety issues, work hazards, and any other work site and working conditions.
12. County shall present invoices for 100 percent of actual costs incurred by County on behalf of the Services performed under this Agreement, directly to State's District 3 Office, 885 Airport Road SE, Building P, Salem, Oregon 97301, for the Salem Maintenance Section; and to 1502 North Highway 99W, McMinnville, Oregon 97128 for the McMinnville Maintenance Section, for review and approval. Invoices shall be in a form identifying the work performed, this Agreement number, Work Order Authorization number, and shall itemize to explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than

one month duration, based on actual expenses incurred. Under no conditions shall State's obligations under this Agreement exceed \$77,200, including all expenses. The final invoice must be received no later than May 15, 2025.

13. County accepts liability, up to its Constitutional and statutory limits, for any accidents or damage occurring as a result of County's negligence in supervising the Work Crews when said crews are working on State property.
14. County shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
15. County shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
16. County acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writing of County that are pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
17. County shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, County expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
18. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. County shall ensure that each of its subcontractors complies with these requirements.
19. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County,

under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.

20. County's Project Manager for this Agreement is Jodi Merritt, Director, Polk County Community Corrections, 820 SW Church Street, Suite 100, Dallas, Oregon 97338; phone: (503) 623-5226; email: merritt.jodi@co.polk.or.us, or assigned designee upon individual's absence. County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the Services performed under this Agreement, State agrees to pay County within forty-five (45) days of receipt and approval by State of monthly Project invoices. State agrees to pay County a maximum amount of \$38,600, per fiscal year, for a total of \$77,200 during the term of this Agreement. Said maximum amount shall include reimbursement for all expenses.
2. 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.
3. State shall present a written request to County in the form of a Work Order Authorization, describing the work to be done, technical specifications, project locations, dates work is to be done, and location availability. State shall send the Work Order Authorization to County on a monthly basis prior to the scheduled work beginning date. Both Parties shall sign the Work Order Authorization before commencement of work. The District 3 Transportation Maintenance Manager, or assigned designee, is authorized to sign the Work Order Authorization for the State. State shall provide to County any technical assistance needed to clarify the project specifications or needs and/or provide detailed site instruction.
4. State shall instruct its personnel not to mail or deliver letters to or for Work Crew members, not barter, gamble, furnish money, alcohol, drugs, tangible goods or other items or substances prohibited by County to Work crew members or County employees, except as may otherwise be allowed by this Agreement. County shall provide to State the information on prohibited items and substances not specifically described above.
5. State shall provide a technical liaison and necessary training for Work Crews and County supervisory employees as may be related to Work Order Authorizations under this Agreement.
6. State shall loan specialized gear, tools, equipment, and field supplies as needed for the Services to be performed under this Agreement.
7. State shall pay the disposal fees for materials picked up and taken to the landfill.

8. State hereby grants County the authority to enter onto state highway right of way for the Services to be performed under this Agreement.
9. State's Project Manager for this Agreement for the Salem Section is Michael Metz, District 3 Transportation Maintenance Coordinator, 885 Airport Road SE, Building R, Salem, OR 97301; phone: (503) 986-2886; email: Michael.Metz@odot.oregon.gov; and for the McMinnville Section is Ryan Fox, District 3 Transportation Maintenance Manager, 1502 North Highway 99W, McMinnville, OR 97128; phone: (503) 474-1462; email: Ryan.Fox@odot.oregon.gov, or assigned designees upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

JOINT OBLIGATIONS

1. County and State shall meet as often as necessary to effect administration of the Agreement in a mutually acceptable manner. Both Parties shall designate liaison officers in writing to the other.
2. Before the beginning of each state fiscal year, County and State shall agree in written form upon a rate of reimbursement for each fiscal year period, based on County's Work Crew costs and transportation costs. Said costs shall not exceed a total of \$38,600 per state fiscal year.

GENERAL PROVISIONS

1. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by State, under any of the following conditions:
 - a. If County fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If County 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 to make payments for 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.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. 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 County 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.
5. With respect to a Third Party Claim for which State is jointly liable with County (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 County in such proportion as is appropriate to reflect the relative fault of State on the one hand and of County 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 County 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.
6. With respect to a Third Party Claim for which County is jointly liable with State (or would be if joined in the Third Party Claim), County 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 County 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 County 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. County'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.

7. 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.
8. 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.
9. 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.

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.

SIGNATURE PAGE FOLLOWS

POLK COUNTY, by and through its
elected officials

By _____
Chair

By _____
Commissioner

By _____
Commissioner

Date _____

LEGAL REVIEW APPROVAL
(If required in County's process)

By _____
County Legal Counsel

Date _____

County Contact:

Jodi Merritt, Director
Polk County Community Corrections
820 SW Church Street, Suite 100
Dallas, OR 97338
Phone: (503) 623-5226
Email: merritt.jodi@co.polk.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Maintenance and Operations
Manager

Date _____

By _____
District 3 Manager

Date _____

State Contact (Salem):

Mike Metz, Transportation Maint. Coord.
ODOT, District 3, Salem
885 Airport Road SE, Bldg. R
Salem, OR 97301
Phone: (503) 986-2886
Email: Michael.Metz@odot.oregon.gov

State Contact (McMinnville):

Ryan Fox, Transportation Maint. Mgr.
ODOT, District 3, McMinnville
1502 North Highway 99W
McMinnville, OR 97128
Phone: (503) 474-1462
Email: Ryan.Fox@odot.oregon.gov

EXHIBIT A

**POLK COUNTY WORK CREW PROGRAM
STATE FISCAL YEARS 2023-2024 and 2024-2025**

Salem Crew 2201

**Litter Pickup: Two (2) days a weekend, two (2) weekends a month for ten (10) months a year
(NO LITTER PICKUP IN JULY AND AUGUST)**

1. \$300 a day X two (2) days = \$600 a weekend X two (2) weekends a month = \$1,200 a month
X ten (10) months = **\$12,000 per year**
2. Polk County to perform other manual activities for Salem, such as ditching, sweeping, digging
and manual labor maintenance on bike paths. This could include using backpack blowers by
Work Crews when available. **\$3,000 per year.**

POSSIBLE EXPENDITURES FOR SALEM PER YEAR = \$15,000

McMinnville Crew 2204

Litter Pickup: Two (2) days a weekend, three (3) weekends a month for twelve (12) months a year

1. \$300 a day X two (2) days = \$600 a weekend X three (3) weekends a month = \$1,800 a
month X twelve (12) months = **\$21,600 per year**
2. Polk County to perform other manual activities for McMinnville, such as ditching, sweeping,
digging, and manual labor maintenance on bike paths. This could include using backpack
blowers by Work Crews when available. **\$2,000 per year.**

POSSIBLE EXPENDITURES FOR McMINNVILLE PER YEAR = \$23,600

TOTAL EXPENDITURES = \$38,600 per year and \$77,200 per biennium

See next page for Salem and McMinnville Maintenance Section Expenditure Accounts

EXHIBIT A-1

| SALEM MAINTENANCE SECTION EA'S POLK COUNTY WORK CREW LITTER | | | | | | | |
|--|-------------|-------------------|--------------------|---------------|--------------|--------------|------------------|
| PRIORITY | CREW | HIGHWAY EA | HWY NAME | COUNTY | HWY # | ROUTE | MILE POST |
| 1 | 73-2201 | M0274315 | Salem – Willamina | Polk | 030 | 22 | 12.7 – 26.18 |
| 7 | 73-2201 | M1274369 | Independence | Polk | 193 | 51 | 0.00 – 6.34 |
| 2 | 73-2201 | M0274329 | Pacific Hwy West | Polk | 091 | 99W | 57.4 – 63.8 |
| 3 | 73-2201 | M1274361 | Salem – Dayton | Polk | 150 | 221 | 11.00 – 22.00 |
| 4 | 73-2201 | M1364360 | Salem – Dayton | Yamhill | 150 | 221 | 9.2 – 11.00 |
| 5 | 73-2201 | M1274362 | Dallas – Rickreall | Polk | 189 | 223 | 0.00 – 4.00 |
| 6 | 73-2201 | M1274365 | Kings Valley | Polk | 191 | 223 | 0.00 – 5.00 |

| Priority by Color | |
|--------------------------|----------|
| 1 | 2 |
| 3 | 4 |
| 5 | 6 |
| 7 | |

EXHIBIT A-2

| McMINNVILLE MAINTENANCE SECTION EA'S POLK COUNTY WORK CREW LITTER | | | | | | | |
|--|-------------|-------------------|-----------------------|---------------|--------------|--------------|------------------|
| PRIORITY | CREW | HIGHWAY EA | HWY NAME | COUNTY | HWY # | ROUTE | MILE POST |
| 1 | 73-2204 | M0344326 | Pacific Hwy West | Washington | 1W | 99 | 16.67 – 19.90 |
| 1 | 73-2204 | M0364328 | Pacific Hwy West | Yamhill | 1W | 99 | 19.90 – 47.52 |
| 4 | 73-2204 | M0274328 | Pacific Hwy West | Polk | 1W | 99 | 47.52 – 57.43 |
| 12 | 73-2204 | M0364314 | Three Rivers | Yamhill | 32 | 22 | 22.01 – 23.84 |
| 12 | 73-2204 | M0274311 | Three Rivers | Yamhill | 32 | 22 | 23.84 – 24.97 |
| 3 | 73-2204 | M0274314 | Willamina – Salem | Polk | 30 | 22W | 0.00 – 12.72 |
| 5 | 73-2204 | M0274309 | Salmon River | Polk | 39 | 18 | 21.18 – 29.82 |
| 2 | 73-2204 | M0364316 | Salmon River | Yamhill | 39 | 18 | 29.82 – 52.65 |
| 6 | 73-2204 | M1364363 | Salem – Dayton | Yamhill | 150 | | 0.00 – 9.26 |
| 11 | 73-2204 | M1364367 | Bellvue – Hopewell | Yamhill | 153 | | 0.00 – 14.36 |
| 7 | 73-2204 | M1364369 | Lafayette | Yamhill | 154 | | 0.00 – 6.36 |
| 10 | 73-2204 | M1364366 | Amity – Dayton | Yamhill | 155 | | 0.00 – 9.19 |
| 9 | 73-2204 | M1274368 | Willamina – Sheridan | Polk | 157 | 18B | 0.00 – 2.05 |
| 9 | 73-2204 | M1364368 | Willamina – Sheridan | Yamhill | 157 | 18B | 2.05 – 8.60 |
| 2 | 73-2204 | M0364323 | Tualatin Valley | Yamhill | 29 | 47 | 25.69 – 42.46 |
| 8 | 73-2204 | M1364361 | Yamhill – Newberg | Yamhill | 151 | 240 | 0.00 – 11.50 |
| 5 | 73-2204 | M1344461 | Hillsboro – Silverton | Washington | 140 | 219 | 10.88 – 15.61 |
| 3 | 73-2204 | M1364462 | Hillsboro – Silverton | Yamhill | 140 | 219 | 15.61 – 23.46 |
| 5 | 73-2204 | M1244460 | Hillsboro – Silverton | Marion | 140 | 219 | 23.46 – 36.04 |

| Priority by Color | |
|--------------------------|-----------|
| 1 | 7 |
| 2 | 8 |
| 3 | 9 |
| 4 | 10 |
| 5 | 11 |
| 6 | 12 |

EXHIBIT B
WORK ORDER AUTHORIZATION

Agreement No. 73000-00021089

Work Order Authorization No. _____

Under the terms of Agreement No. 73000-00021089 between the Oregon Department of Transportation (State) and Polk County (County) dated _____, 202_, which is hereby incorporated by reference, the following Project work is authorized:

Project Name: _____

State Work Order Coordinator: _____

Total Authorized Amount of this Work Order Authorization \$ _____ **Expenditure Acct. No.** _____

Work Order Authorization Start Date: _____ **Work Order Authorization End Date:** _____

| Effective Date: No Work shall occur until signed by all Parties. | | STATE Totals |
|--|--|--------------|
| Expenditure Account No. | | No. |
| A. Amount authorized for this Work Order Authorization | | \$ |
| B. Amount authorized on prior Work Order Authorizations | | \$ |
| C. Total Amount authorized for all Work Order Authorizations (A+B=C) | | \$ |
| D. Agreement Not-to-Exceed amount | | \$ |
| E. Amount remaining on Agreement (D-C=E) | | \$ |

STATEMENT OF WORK is attached and incorporated by this reference. *Please include assumptions & expectations; roles and responsibilities; tasks; deliverable(s); deliverable due date(s); standards for work acceptance; and task breakdown, showing hours per task, estimated cost per task, and staff classifications and names assigned to each task, and summary of estimated cost per task. The work must be within the original scope of work in the Agreement.*

This Work Order Authorization 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 Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY STATE: I acknowledge and certify that the work in this Work Order Authorization is within the scope of work of Agreement No. 73000-00021089.

Name/Title

Date

ACCEPTANCE OF TERMS BY AGENCY:

Name/Title

Date

APPROVED AS TO LEGAL SUFFICIENCY: *If work order exceeds \$150,000 AAG signature is required.*

Asst. Attorney General

Date

cc: Polk County
State's Work Order Coordinator
Region 2 Agreements (Original for File)

In the Matter of Amending)
Fees for Services Performed)
By the Polk County District)
Attorneys Office)

RESOLUTION 23-12

Master Fee Schedule 2023-2024 District Attorney

Exhibit A

| CHARGE | AUTHORIZATION | LAST ADJUSTMENT | LEGAL CAP | CURRENT CHARGE | New Rate |
|---|--------------------------|--------------------|-----------|-----------------------------|----------|
| Diversion costs | | | | | |
| Felony | ORS 135.891 Res 03-18 | 07/30/03 | none | \$0.00-\$350.00 | |
| Misdemeanor | ORS 135.891 Res 99-17 | 09/08/99 | none | \$0.00-\$250.00 | |
| | | | none | | |
| Paper Discovery Fees | | | | | |
| Retrieval Fee | Res 23-09 | | none | \$20.00 + \$0.30 per page | |
| Supplemental Reports | Res 23-09 | | none | \$0.30/page | |
| | | | | | |
| Electronic Discovery Fees | | | | | |
| Retrieval Fee- less than 100 pages | Res 23-09 | | none | \$13.00 + \$0.25 per page | |
| Retrieval Fee - Homicide | Res 23-09 | | none | \$76.00 + \$0.25 per page | |
| Supplemental Reports - All cases | Res 23-09 | | none | \$0.25/page | |
| | | | | | |
| ADDITIONAL FEE for duplication of: | | | | | |
| Photographs | Res 05-21 | 07/20/05 | none | \$15.00 + development costs | |
| Color Copies | Res 23-09 | 07/19/23 | none | \$4.00/page | |
| CD (700mm;4.7 gb;8/5 gb) | Res 23-09 | 07/19/23 | none | \$16.00 | |
| Blue Ray | Res 23-09 | 07/19/23 | | \$26.00 | |
| DVD | Res 23-09 | 07/19/23 | none | \$16.00 | |
| Flash Drive 4GB | Res 23-09 | 07/19/23 | none | \$31.00 | |
| Flash Drive 8GB | Res 23-09 | 07/19/23 | none | \$41.00 | |
| Flash Drive 16 GB | Res 23-09 | 07/19/23 | | \$51.00 | |
| Flash Drive 32GB | Res 23-09 | 07/19/23 | | \$61.00 | |
| Flash Drive 64GB | Res 23-09 | 07/19/23 | | \$101.00 | |
| Flash Drive 128GB | Res 23-09 | 07/19/23 | | \$151.00 | |
| Flash Drive 256 GB | Res 23-12 | | | | \$161 |
| 1 TB Drive | Res 23-12 | | | | \$175.00 |
| 2 TB Drive | Res 23-12 | | | | \$200.00 |