

POLK COUNTY BOARD OF COMMISSIONERS

DATE: January 24, 2024
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 5, 2024 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338.**
3. **COMMENTS (for items not on this agenda and limited to 3 minutes)**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF THE MINUTES FROM January 17, 2024**
6. **APPROVAL OF CONSENT CALENDAR**
7. **PROPERTY TAX VETERAN EXEMPTION DISCUSSION – Bram Ekstrand**
8. **VETERAN SERVICE OFFICE GRANT UPDATE – Eric Enderle & Brent DeMoe**
9. **POLK COUNTY ORDINANCE NO. 24-01 – Greg Hansen**

CONSENT CALENDAR

- a) **Polk County Contract. No. 23-13, Employment Agreement (Greg Hansen, Administrative Officer)**
- b) **Polk County Contract No. 24-14, State of Oregon – Dept. of Corrections (Jodi Merritt, Community Corrections)**

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

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES January 17, 2024

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. and Commissioner Gordon was present and Commissioner Mordhorst was present via Zoom.

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

2. ANNOUNCEMENTS

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3. COMMENTS

None.

4. APPROVAL OF AGENDA

Greg Hansen stated that due to the inclement weather, that Todd Whitaker would not be providing a department update today and that we will reschedule for a future date.

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF BOARD MEETING OF January 10, 2024

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE MINUTES OF December 20, 2023.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

7. POLK COUNTY PUBLIC WORKS UPDATE

This item will be rescheduled to a future date. Greg Hansen, Administrative Officer, gave a brief update on what the Public Works department has been working on this past week due to all the snow and ice.

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

- (a) **Polk County Contract No. 24-03, The City of Salem
(Mark Garton, Polk County Sheriff)**
- (b) **Polk County Contract No. 24-10, MWVCAA
(Jennifer Segovia, Family & Community Outreach)**
- (c) **Polk County Contract No. 24-11, CAMI Grant Program
(Aaron Felton, District Attorney)**
- (d) **Polk County Contract No. 24-12 (Amendment 9 to 19-127), Pacific Source
Community Solutions
(Rosana Warren, Behavioral Health)**

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:05 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner



Assessed-value exemptions

Bram Ekstrand, Seiji Shiratori

Property Tax Division

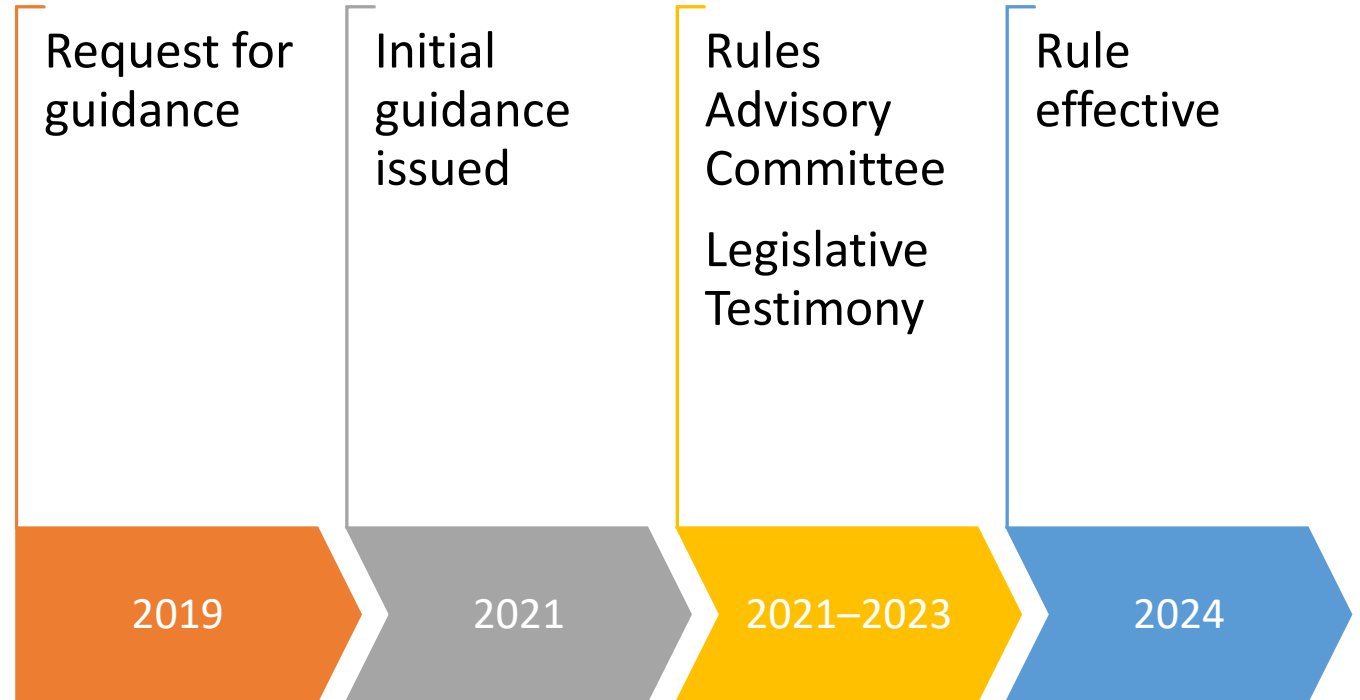
January 24, 2024

AV Exemptions

- Disabled Veteran & Surviving Spouse of a Veteran
- Active-Duty Military
- Surviving Spouse of a Public Safety Officer
- Low Value Manufactured Structure in high population county
- Home Share
- Property burdened by affordable housing covenant used for owner-occupied housing
- Veterans in nonprofit elderly housing
- Certain single-unit housing (Multnomah County)



Timeline



OAR 150-307-0032

- Taxpayer friendly
- Not retroactive
- Will not result in increased tax bills to any taxpayer as the result of entering a partial exemption of assessed value.
- The rule does not, and due to constitutional and statutory limitations cannot, prevent the recalculation of maximum assessed value when properties exit a partial exemption of assessed value on or after the effective date of the rule.

Oregon Constitution, Article XI

Section 11. Property tax limitations on assessed value and rate of tax; exceptions.

(1)(a) For the tax year beginning July 1, 1997, each unit of property in this state shall have a maximum assessed value for ad valorem property tax purposes that does not exceed the property's real market value for the tax year beginning July 1, 1995, reduced by 10 percent.

(b) For tax years beginning after July 1, 1997, the property's maximum assessed value shall not increase by more than three percent from the previous tax year.

(c) Notwithstanding paragraph (a) or (b) of this subsection, property shall be valued at the ratio of average maximum assessed value to average real market value of property located in the area in which the property is located that is within the same property class, if on or after July 1, 1995:

(A) The property is new property or new improvements to property;

(B) The property is partitioned or subdivided;

(C) The property is rezoned and used consistently with the rezoning;

(D) The property is first taken into account as omitted property;

(E) The property becomes disqualified from exemption, partial exemption or special assessment; or

...

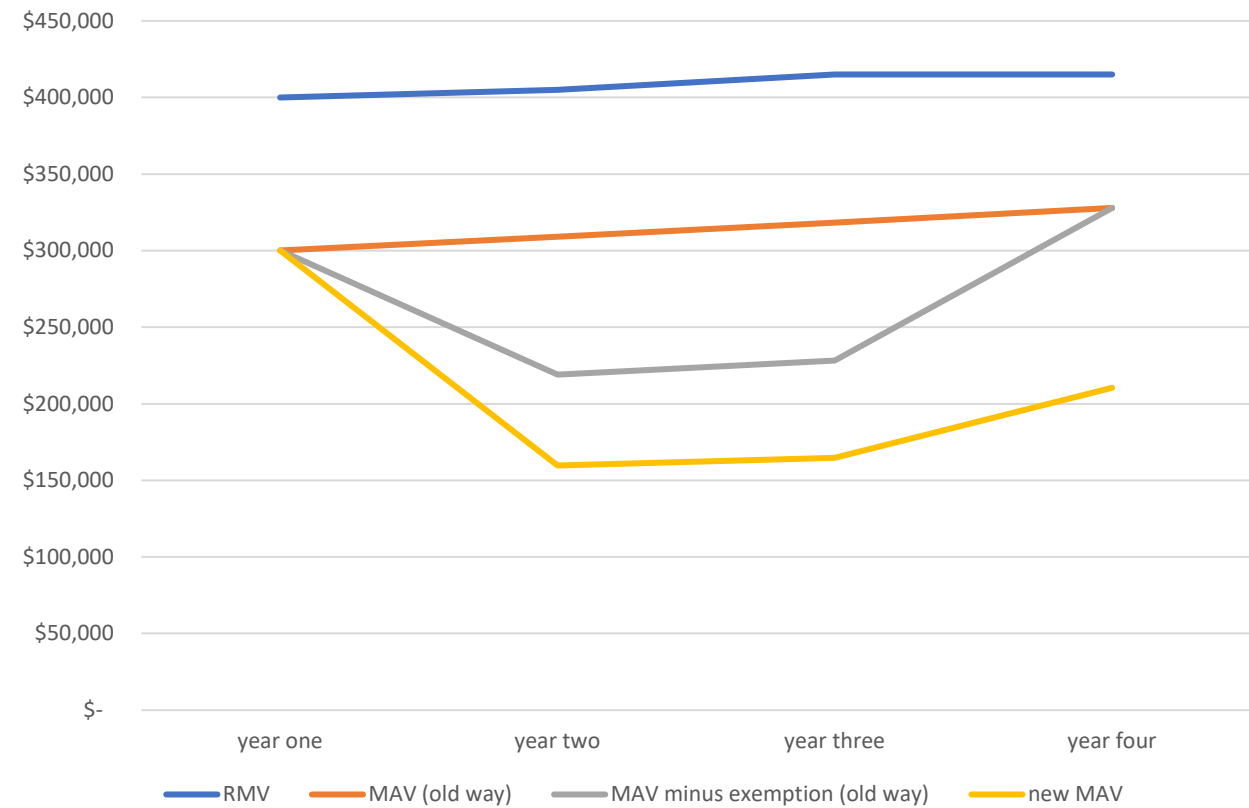
(2) The maximum assessed value of property that is assessed under a partial exemption or special assessment law shall be determined by applying the percentage reduction of paragraph (a) and the limit of paragraph (b) of subsection (1) of this section, or if newly eligible for partial exemption or special assessment, using a ratio developed in a manner consistent with paragraph (c) of subsection (1) of this section to the property's partially exempt or specially assessed value in the manner provided by law. After disqualification from partial exemption or special assessment, any additional taxes authorized by law may be imposed, but in the aggregate may not exceed the amount that would have been imposed under this section had the property not been partially exempt or specially assessed for the years for which the additional taxes are being collected.

Q: Which taxpayers, and how many taxpayers, will see their tax bill increase due to OAR 150-307-0032?

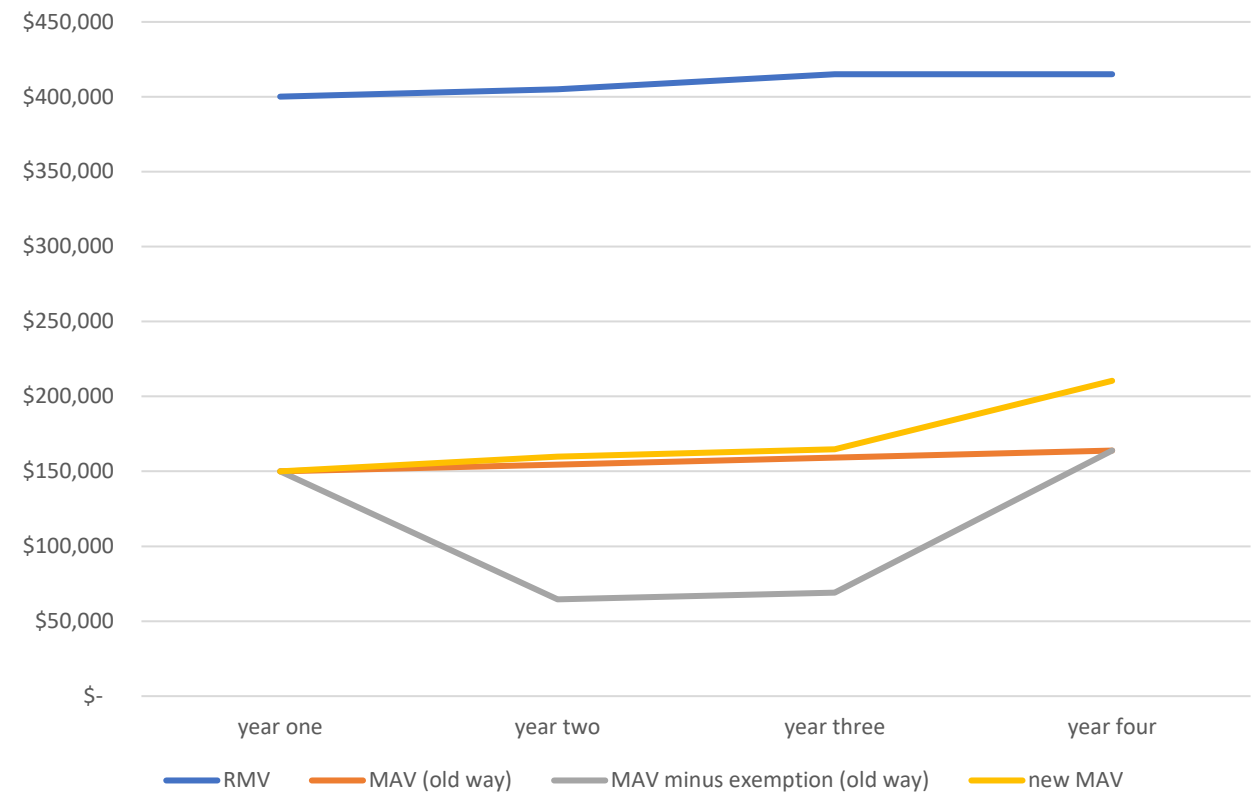
A: A portion, maybe half, of the 72 (three live in Polk County) or so taxpayers in Oregon who are currently in the active-duty military exemption program may see their property's maximum assessed value rise when they come off active duty.

Polk County 2023-24 change property ratio for residential property is 0.507

higher internal ratio



lower internal ratio



OAR 150-307-0032

Division 307

PROPERTY SUBJECT TO TAXATION

150-307-0032

Recalculation of maximum assessed value for partial assessed value exemptions

- (1) For the purposes of ORS 307.032(1)(a)(A), in the case of a partial exemption of assessed value, "the value of the partial exemption" means the dollar amount of assessed value exempted.
- (2) For purposes of ORS 307.032(1)(b), in the case of a partial exemption of assessed value, the assessed value of the property shall equal the lesser of:
 - (a) The real market value of the property reduced by the statutory dollar amount of the partial exemption;
 - (b) The maximum assessed value of the property as calculated under ORS 307.032(1)(a) and section (1) of this rule; or
 - (c) The assessed value of the property as though not eligible for partial exemption reduced by the statutory dollar amount of the partial exemption.
- (3) This rule is applicable to all properties that first become eligible for a partial exemption of assessed value on or after January 1, 2024.



Questions?

Seiji T. Shiratori

503-877-7932

seiji.shiratori@oregon.gov

STATE OF OREGON GRANT AGREEMENT

Grant No. [VS_0246]

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Veterans’ Affairs (“Agency”) and Polk County Family and Community Outreach (PCFCO) (“Grantee”), each a “Party” and, together, the “Parties”.

Section 1: AUTHORITY

Pursuant to Oregon Revised Statutes ([ORS](#)) [406.142](#), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

Section 2: PURPOSE

The purposes of the Veterans Services Grants are to provide services to Oregon veterans by expanding outreach and services, or to promote:

- 2.1 Mental health care or physical health care;
- 2.2 Housing security;
- 2.3 Employment opportunities and employment stability;
- 2.4 Education and training opportunities;
- 2.5 Transportation accessibility and availability;
- 2.6 Critical services for veterans within a community or region or on a statewide basis provided by a veteran organization; or
- 2.7 Supporting existing programs identified by the Oregon Department of Veterans’ Affairs Advisory Committee.

Section 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant’s Performance Period (as hereinafter defined) is effective and has a Grant funding start date as of January 1, 2024 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2025.

Section 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Brenna Bandstra, Grants Coordinator
Strategic Partnerships
Oregon Department of Veterans’ Affairs
700 Summer Street NE | Salem, OR 97301-1285
C: (971)388-8204
Brenna.Bandstra@ODVA.Oregon.gov

4.2 Grantee’s Grant Manager is:

Name:
Role:
Organization:
Address:
Contact Phone Number:
Email Address:

A Party may designate a new Grant Manager by written notice to the other Party.

Section 5: PROJECT ACTIVITIES

Grantee must perform the activities set forth in the section of its proposal captioned Section 5 consistent with the activities, methodology and program described in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2025 (the “Performance Period”). All grant work must be completed during the Performance Period.

5.1 Quarterly Reports

5.1.1 Beginning with the first calendar quarter of 2024 and continuing each quarter thereafter, Grantee must submit a quarterly report to the Agency within 30-days after the close of the quarter as set forth in the attached Exhibit C;

5.1.2 Grantee shall use a Quarterly Report form provided by the Agency for each quarterly report;

5.1.3 At a minimum, the Grantee will identify the following from the quarter ended:

5.1.3.1 the amount of grant funds spent;

5.1.3.2 the number of veterans served;

5.1.3.3 how diversity, equity and inclusion (DEI) were addressed. (e.g. how the organization improved upon or included a new focus on DEI, including number of

traditionally underserved veterans (e.g. women, aging, tribal, LGBTQ, and veterans of color) were served)

- 5.1.3.4 any milestones of progress accomplished;
- 5.1.3.5 any difficulties or challenges that occurred.

5.2 Final Report

- 5.2.1 Grantee must submit a final report to the Agency within 60-days after the close of the performance period containing the final data on measurable outcomes as stated in Grantee’s proposal, as well as any other narrative or data requested in the Final Report form.
- 5.2.2 Grantee shall use a Final Report form provided by the Agency;
- 5.2.3 A Budget reconciliation of all expenses and project activities with the Grant Funds disbursed;
- 5.2.4 Must include a list of all electronics purchased with grant funds to include serial numbers.

5.3 Project Goals:

Grantee agrees to follow the approved budget associated with each Project Goal as set forth in the Budget Cover Page, Veteran Services Grant Budget (Exhibit B) and accompanying budget sheets submitted to, and approved by, Agency on January 1, 2024 as part of Grantee’s Budget Summary on file with the Agency Grants Coordinator. The Project Budget is used to evaluate adherence to Project Goal spending and for reporting purposes as follows:

Project Goals	Budget Amount
Goal 1: Increased case management from 0.5 FTE to 1.0 FTE	\$ 61,339
Goal 2:	\$ 0
Goal 3:	\$ 0
TOTAL	\$ 61,339

Section 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, and subject to availability of funding, the Agency will provide Grantee up to \$61,339 (“Grant Funds”) for the Project. The source of the Grant Funds is from Legislatively approved Lottery Fund monies deposited in the Department of Veterans’ Affairs Veteran Services Grant Fund (“Funding Source”).

Section 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in

Exhibit A that are undertaken during the Performance Period.

- 7.1.2 Grantee must submit reimbursement requests on the claim reimbursement form provided by Agency on or before the 15th day of each month for costs incurred for which Grantee seeks reimbursement with Grant Funds. Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required prior to disbursement as described in Exhibit C or as Agency may request.
- 7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for reimbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.
- 7.1.4 If Grantee is unable to use the Grant Funds, as identified in Exhibit A, Grantee must submit, in writing, a revised plan for those funds.
 - 7.1.4.1 The Agency will review and may approve the revised plan.
 - 7.1.4.2 If the revised plan is approved by Agency, the Agency will determine if an amendment to the Grant Agreement is needed to proceed with the Project.

7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2 No default as described in Section 15 has occurred; and
- 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on

the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

7.4 Final reimbursement. The Agency may hold five percent (5.0%) of the total Grant Fund award until all reports are submitted to the Agency.

7.4.1 All expenses must be dated within the Performance Period.

7.4.2 Grantee must submit its final request for reimbursement of Project activities from Grant Funds on or before July 15, 2025.

Section 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

Grantee is a Tribal, regional or local governments; or other state agencies programs established under state or federal law as identified in OAR 274-038-0200 duly organized and validly existing;

Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;

This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.2 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

Section 9: OWNERSHIP

Capital Asset. If the Project includes the purchase of a capital asset, Grantee may not sell, transfer, or otherwise dispose of any capital asset paid for with Grant Funds for a period of five (5) years after the Effective Date of this Grant without prior written consent of the Agency.

Section 10: CONFIDENTIAL INFORMATION

10.1 Confidential Information Definition. Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or participants in the activities funded by this Grant or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).

10.2 Nondisclosure. Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

10.3 Identity Protection Law. Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the

potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

Section 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** To the fullest extent permitted by the laws of the State of Oregon, including the Oregon Constitution, Article XI, Section 7, and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If Grantee is a governmental entity with legal limitations that apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

Section 12: INSURANCE

Public Body Insurance. If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage, or (iii) a combination of any or all of the foregoing.

Section 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

Section 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. 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. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

Section 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;

A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants,

agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

Section 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

16.2 Grantee Remedies. In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee’s sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

Section 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency’s written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period.
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials

Section 18: TERMINATION

18.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 By Agency. Agency may terminate this Grant as follows:

At Agency's discretion, upon 30 days advance written notice to Grantee;

Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

Section 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

- 19.2 Non-appropriation.** Agency’s obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party’s Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer

its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

19.11 Time of the Essence. Time is of the essence in Grantee's performance of the Project activities under this Grant.

19.11.1 The Agency may at any time request to conduct a site visit on the Grantee's premises to review documentation of grant expenses, view work funded by the grant, inspect equipment purchased with grant funds or to attend an event funded by grant funds.

19.12 Records Maintenance and Access.

Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

The Agency may at any time request to conduct a site visit on the Grantee's premises to review documentation of Grant funded expenses, view work funded by the Grant, inspect equipment purchased with Grant Funds or to attend an event funded by Grant Funds.

19.13 Headings. The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

19.14 Merger, Waiver. This Grant and all exhibits and attachments, if any, 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 Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

19.15 Reallocation of Grant Funds. The Parties agree if the Grantee is unable to spend the grant funds, all or part of the funds may be reallocated to another grantee, at the discretion of the Director of ODVA. Grantee will notify the Agency in writing of its inability to utilize all or part of the grant funds, and the Agency will amend the Grant Agreement.

19.16 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant Agreement
- Exhibit A (the “Project”)
- Exhibit B (the “Grant Funds Budget form”)
- Exhibit C (Timeline and Additional Required Data)

Section 20 Certification:

Any individual signing on behalf of Grantee has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Grantee’s correct taxpayer identification number;
- b. Grantee is not subject to backup withholding because:
 - i. Grantee is exempt from backup withholding;
 - ii. Grantee has not been notified by the IRS that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. the IRS has notified Grantee that Grantee is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Effective Date, Grantee has faithfully has complied with and is not in violation of:
 - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
 - ii. any tax provisions imposed by a political subdivision of this state that applied to Grantee, to Grantee’s property, operations, receipts, or income, or to Grantee’s performance of or compensation for any work performed by Grantee; and
 - iii. any tax provisions imposed by a political subdivision of this state that applied to Grantee, or to goods, services, or property, whether tangible or intangible, provided by Grantee; and
 - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. in the event that Grantee is a general partnership or joint venture, that Grantee signature(s) on this Grant constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Grant.

Section 21: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Veterans' Affairs

By: _____ Date _____
Sheronne Blasi
Strategic Partnerships, Division Director
Oregon Department of Veterans' Affairs

Polk County Family and Community Outreach

By: _____ Date _____
Name:
Role:
Organization:

Federal Tax ID Number:

Approved for Legal Sufficiency in accordance with OAR 137-045-0015(3)

By: Lisa M. Gramp Date 9/7/2023
Sr. Assistant Attorney General
Oregon Department of Justice

1
2
3
4
5 **BEFORE THE BOARD OF COMMISSIONERS**
6 **FOR THE COUNTY OF POLK, STATE OF OREGON**
7

8 In the Matter of Establishing Duties)
9 And Responsibilities Regarding)
10 Revenue, Accounting, Investing and)
11 Other Financial Administrative Matters.)
12
13

14 **ORDINANCE NO. 24-01**
15

16
17 **WHEREAS**, Polk County passed Resolution 16-03 on February 3, 2016, outlining the
18 duties of the Polk County Treasurer; Attached as Exhibit A.
19

20 **WHEREAS**, it has been determined that the duties outlined in Resolution 16-03 should
21 be enacted in their totality through the Ordinance process rather than by Resolution; and
22

23 **WHEREAS**, the Board of Commissioners desires to establish and name a custodial
24 officer as defined in ORS § 294.004(2); and
25

26 **WHEREAS**, the Board of Commissioners continues to find that the proposed
27 assignment of duties is in the best interest of the County and public it serves;
28

29 **NOW, THEREFORE, IT IS HEREBY ORDAINED** by the Polk County Board of
30 Commissioners:
31

- 32 1. The Polk County Treasurer's responsibilities will be limited to approval of the
33 disposition of interest earned pursuant to ORS § 294.080; filing of a monthly financial
34 statement pursuant to ORS § 208.090; which statement will be performed by the
35 Finance Manager and approved and filed by the Treasurer; annual settlement with
36 the County Governing Body pursuant to ORS § 208.140; delivery of all public money,
37 books and papers on the possession of the County Treasurer to his/her successor
38 pursuant to ORS § 208.150; and administering all necessary Oaths pursuant to ORS
39 § 208.170.
40
- 41 2. Polk County Finance Manager: The position of Polk County Finance Manager is
42 hereby created. The Finance Manager's responsibilities will include preparing the
43 monthly cash report/financial statement prepared by ORS § 208.090 for filing by the
44 Treasurer, controlling County accounts and Trust accounts, and serving as the
45 custodial officer for purposes of ORS chapter 294 and other duties as assigned by
46 job description. Other duties performed within the Treasurer's Office, including but

1 not limited to the depositing of daily deposits, posting the tax revenue turnover and
2 tax collection will continue to be performed, but under the direction of the Finance
3 Manager.
4

- 5 3. This Ordinance will become effective upon its passage by the Board of
6 Commissioners and will remain in effect until a subsequent Ordinance establishing
7 duties and responsibilities of financial administrative matters is approved by the
8 Board of Commissioners.
9
- 10 4. That Polk County determines that an emergency related to the economic welfare of
11 the citizens of Polk County is declared and the Ordinance is effective upon passage.
12
13

14 Dated: _____, 2024 at Dallas, Oregon
15
16
17

18 POLK COUNTY BOARD OF COMMISSIONERS
19
20

21 _____
22 Craig Pope, Chair
23
24

25 _____
26 Jeremy Gordon, Commissioner
27
28

29 _____
30 Lyle Mordhorst, Commissioner
31
32
33

34 First Reading: _____

35 Second Reading _____

36
37 Recording Secretary: _____

**BEFORE THE BOARD OF COMMISSIONERS FOR
POLK COUNTY, OREGON**

In the Matter of Establishing Duties)
and Responsibilities Regarding)
Revenue, Accounting, Investing and)
Other Financial Administrative)
Matters.)

RESOLUTION NO. 16-03

WHEREAS, the office of Polk County Treasurer has traditionally performed numerous functions related to the financial administration of the County in addition to that of the traditional statutory County Treasurer obligations,

WHEREAS, the Polk County Compensation Committee has accepted the recommendation to reduce the compensation of the position of Polk County Treasurer to 0.2 FTE;

WHEREAS, the Board of Commissioners desires to address the newly reduced duties of the County treasurer and establish a finance position to perform financial administrative duties for the County,

WHEREAS, the Board of Commissioners desires to establish and name a custodial officer as defined in ORS § 294.004(2); and

WHEREAS, the Board of Commissioners finds that the proposed assignment of duties is in the best interest of the County and public it serves;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Polk County Board of Commissioners:

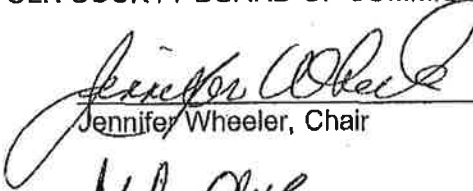
1. The Polk County Treasurer's responsibilities will be limited to approval of the disposition of interest earned pursuant to ORS § 294.080; filing of a monthly financial statement pursuant to ORS § 208.090; which statement will be performed by the Finance Manager and approved and filed by the Treasurer; annual settlement with the County Governing Body pursuant to ORS § 208.140; delivery of all public money, books and papers on the possession of the County Treasurer to his/her successor pursuant to ORS § 208.150; and administering all necessary Oaths pursuant to ORS § 208.170.
2. Polk County Finance Manager: The position of Polk County Finance Manager is hereby created. The Finance Manager's responsibilities will include preparing the monthly cash report/financial statement prepared by ORS § 208.090 for filing by the Treasurer, controlling County accounts and Trust accounts, and serving as the

custodial officer for purposes of ORS chapter 294 and other duties as assigned by job description. Other duties performed within the Treasurer's Office, including but not limited to the depositing of daily deposits, posting the tax revenue turnover and tax collection will continue to be performed, but under the direction of the Finance Manager.

3. Staff is hereby directed to develop the necessary job description(s) and potential departmental organizations necessary to effectuate this resolution and the bifurcation of duties between the Polk County Treasurer and the newly created Finance Manager Position.
4. This resolution will become effective on July 1, 2016 upon approval by the Board of Commissioners and will remain in effect until a subsequent resolution establishing duties and responsibilities of financial administrative matters is approved by the Board of Commissioners.

Dated: February 3, 2016 at Dallas, Oregon.


POLK COUNTY BOARD OF COMMISSIONERS



Jennifer Wheeler, Chair

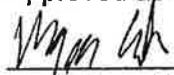


Mike Ainsworth, Commissioner



Craig Fope, Commissioner

Approved as to Form:



Morgan Smith
County Counsel

EMPLOYMENT AGREEMENT

This Agreement, is between POLK COUNTY, a political subdivision of the State of Oregon, through its Board of Commissioners, and Dean R. Anderson, hereafter referred to as Employee.

WHEREAS, Polk County is desirous of engaging the services of Employee as the Information Technology Special Projects Manager for Polk County, and Employee is desirous of providing such services;

NOW, THEREFORE, IT IS AGREED:

Section 1. Employment

In consideration of the salary payments and other benefits to Employee hereafter described, Employee agrees to perform the assigned duties for Polk County Information Technology Special Projects Manager, and to carry out to the best of his ability all the duties imposed on him by Polk County through its Board of Commissioners.

Section 2. Term of Agreement

The term of this Agreement shall be for a period beginning January 1, 2024 through December 31, 2024. Employee is obligated to give thirty (30) days notice in writing prior to termination of this Agreement. Nothing in this Agreement prevents, limits or otherwise interferes with the right of the Board of Commissioners to terminate the services of Employee at any time and for any reason the Board, in its sole discretion, deems appropriate and sufficient.

Section 3. Compensation

Polk County shall pay, starting at the time of signature, to Employee, and Employee shall accept in payment for his/her services hereunder, compensation at the rate of \$83.00 per hour, payable monthly when other employees of Polk County are paid, while this Agreement is in effect.

Section 4. Benefits Generally

Employee is not entitled to vacation, holidays, personal leave or bereavement leave, except required by law.

Section 5. Personnel Rules

With exception of benefits, Employee shall adhere to the County's personnel rules.

Section 6. Waiver or Modification

No waiver or modification of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereunder. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed by the parties. The parties further agree that the provisions of this section shall not be waived.

Section 7. Disputes

All disputes shall be decided by County Counsel. All such decisions are final.

Section 8. Severability

If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 9. Consulting

During the duration of this Agreement, Anderson may provide consulting services to outside organizations as long as it does not conflict or adversely affect Polk County. Prior to providing consulting services, Anderson will notify the Administrative Officer or the Board of Commissioners of these consulting services.

In the course of providing these consulting services, Anderson, as part of his compensation package may at times utilize County equipment (telephone, personal computer, printer, paper). This use of equipment shall be on an occasional basis and shall not exceed \$50/month in costs. This allowance for use of County equipment occurs based on the fact that Anderson utilizes personal equipment at his residence to maintain and upgrade County software programs.

Section 10. Governing Law

This contract shall be construed and interpreted for all purposes as executed in the State of Oregon, and subject to the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____ 2024.

POLK COUNTY BOARD OF COMMISSIONERS


Craig Pope, Chair

Jeremy Gordon

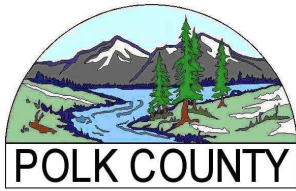
Dean Anderson

Lyle Moordhorst

Approved as to form:



County Counsel



Contract Review Sheet

Staff Contact: Jodi Merritt Department: Community Corrections

Title: Director Consent Calendar Date: _____

Contractor Name: State of Oregon - Department of Corrections

Address: 2575 Center St. NE

City, State, Zip: Salem, OR 97301

Effective Dates - From: 07/01/2023 Thru: 06/30/2025

Contract Amount: \$ 186,760.00

Source Selection:

- Sole Source Personal Services
 Competitive Quotes Special/Exempt Procurement (explain below): _____
 Formal Bid _____
 Request for Proposals _____

Background/Discussion:

Measure 57 was passed by Oregon voters in 2008 requiring increased sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of re-offending, and authorizing the State - Department of Corrections to issue grants to counties to provide supplemental funding. This funding is provided to Polk County Community Corrections to provide assistance in supervising the Measure 57 population within the community. PCCC utilizes these funds to support our Specialty Court Probation Officer and to provide supplemental resource support.

Fiscal Impact:

The Intergovernmental Agreement #6627 provides revenue to Polk County Community Corrections in the amount of \$186,760.00 over the next two years.

Recommendation:

It is respectfully recommended IGA #6627 be authorized to continue Polk County Community Corrections efforts in providing community supervision to qualifying offenders.

Copies of signed contract should be sent to the following:

Name: Sam Hittle E-mail: hittle.sam@co.polk.or.us

Name: _____ E-mail: _____

Name: _____ E-mail: _____

INTERGOVERNMENTAL AGREEMENT #6627
 BETWEEN THE STATE OF OREGON AND POLK COUNTY

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EXHIBIT B INDEMNIFICATION 12

This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Polk County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY’s percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Intervention Budget Summary is described in Exhibit A, which is incorporated into and made part of this Agreement.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. Supplemental Funding Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. Supplemental Funding Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted adults on supervision under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance with conditions of the Plan.
- H. Participant: An adult, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to violation by an adult on supervision of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

II AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2023** and will remain in effect until **June 30, 2025** or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan.

DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

IV AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
 - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
 - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
 - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
 - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
 - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
 - 6. Treatment program design shall be culturally competent and responsive when identifying individuals who would be best served by a specific program.
 - 7. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old

patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

8. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and certain and which encourage recovery goals while holding Participants accountable for non-compliant behaviors.
 9. Drug testing may be used as a treatment or accountability tool. There shall be a response, either an intervention or sanction, for this or any other rule violation, but that response shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
 10. Co-ed treatment shall be avoided if possible.
 11. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
 12. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements into the Plan:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
 2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module.
 3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for

controlling Supplemental Funding Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

VI DEPARTMENT RESPONSIBILITIES. The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

VII PERFORMANCE GOALS

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated adults on supervision.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

VIII FUNDS

- A. Exhibit A identifies the Supplemental Funding Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2024.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.D, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed Supplemental Funding Intervention Grant payable to COUNTY under this Agreement is \$186,760. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

- X **INDEMNIFICATION.** See Exhibit B, which is incorporated into and made part of this

Agreement.

XI TERMINATION

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V 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 those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. 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. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

XIII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized

representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

XIV SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

XV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XVI WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVII EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVIII NOTICE

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
3723 Fairview Industrial Drive SE, Ste 200
Salem, OR 97310
Telephone: 503-945-8876
Fax: 503-373-7810
E-Mail: Jeremiah.P.Stromberg@doc.oregon.gov

To COUNTY: Jodi Merritt, Director
Polk County Community Corrections
820 SW Church St., Ste 100
Dallas, OR 97338
Telephone: (503) 623-5226
Fax: (503) 623-5326
Email: merritt.jodi@co.polk.or.us

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

XIX MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, either verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

POLK COUNTY

Eric McDowell, Contracts Officer

Signature

Date

Title

Date

Reviewed by the
Oregon Attorney General's Office:

/s/ Benjamin Eckstein by email dated 8/22/2023
Assistant Attorney General

EXHIBIT A
SUPPLEMENTAL FUNDING INTERVENTION PLAN and BUDGET SUMMARY
POLK COUNTY
(To be attached upon signature and return of Agreement by County)

**EXHIBIT B
INDEMNIFICATION
POLK COUNTY**

Contribution

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 a party (the "Notified Party") with respect to which the other party ("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. Either 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 the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department 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 the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the 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 the Department on the one hand and of the 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. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the 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 the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department 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 the County on the one hand and of the Department 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. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL.

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Department may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Polk County Community Corrections M57 Supplemental Fund Programming

1. Describe your intervention approach. How will you use supervision, treatment, interventions, and sanctions to reduce drug abuse and criminal behavior?

Polk County Community Corrections (PCCC) will utilize M57 funds to supervise Adults on Supervision (AOS) that have qualifying charges (past or present). PCCC is a small office with a predominantly rural geography requiring specific geographic caseloads for supervision efficiency. As such, the qualifying M57 population will be supervised in accordance with best practices, within specific geographic regions by assigned probation officers.

PCCC utilizes the PSC, WRNA, and LS/CMI to determine risk and subsequent supervision strategies based on criminogenic risk/needs; with focus on medium/high risk individuals. Additionally, collaborative case planning with the AOS, Polk County Behavioral Health, and other designated treatment providers is utilized for overall support and supervision of the AOS. As with best practices, sanctions/interventions will be determined based on the individual, their behavior, circumstances of the violation, potential impact to the AOS, and community safety. We utilize a variety of sanctions and rewards to further entice prosocial behavior. Sanctions may include: day reporting, increased drug screens, thinking reports/essays, Carey Guides (homework), increased engagement with treatment, community service, home detention/GPS and/or jail. Rewards may include verbal praise, reduced reporting, access to incentive cabinet or incentive wheel, gift cards, and/or EDIS. With individual case planning and supervision strategies specific to each individual AOS, the probation officers have an increased ability to provide a positive impact on the individual, further developing prosocial behavior, reparation and recidivism reduction.

2. Describe the treatment program design, including expected duration and intensity.

All AOS's determined to be medium/high risk, as determined by the LS/CMI or WRNA are referred to Polk County Behavioral Health (PCBH) for treatment services. PCBH's treatment approach is customized to the individual's specific needs based on screening tools, a complete biopsychosocial assessment utilizing motivational interviewing, ASAM criteria and collaboration with Community Corrections. Treatment intensity and duration of programming is based on individual assessed Level of Care Placement and progress in treatment. PCBH provides case management and peer support services, designed to increase engagement,

enhance treatment retention and help coordinate services for individuals in obtaining basic necessities. PCBH provides gender specific evidence based curriculum, to include but not limited to: MRT, Staying Quit Relapse Prevention, DBT, Healthy Relationships, 12-Step, Self- Compassion, Tru-Thought and case management services.

3. Describe any collaboration in your approach, including local criminal justice system and local service providers.

Polk County believes supervision should be a collaborative approach between treatment providers and local criminal justice partners. Probation Officers focus supervision strategies and case planning through collaborative insight and input from the AOS, treatment providers, and any other influential individual or agency working with the AOS. Additionally, PCCC works closely with local law enforcement, District Attorney’s Office, Sheriff’s Office, and courts to assure the AOS is adhering to supervision conditions.

We believe PCCC provides an increased level of communication, collaboration and care coordination for AOS who are engaged with our office. We strive to provide a consistent and individual approach to programming and supervision for future prosocial development.

4. What research or evidence is there that supports the approach? If the approach has been in operation for at least a year, what have been the outcomes of the approach? If the approach has been in operation for at least a year, how do participants rate on the community corrections performance measures (recidivism, successful completion of supervision, employment, benefit form treatment, payment of restitution and/or community service work)?

PCCC’s supervision strategies are in compliance with best practices, as outlined by State law and OAR. Currently, PCCC’s recidivism rates are below that of the State’s and the Northwest/Coastal Region, as identified in the chart below.

2019/2 nd Cohort	State	NW/Coastal	Polk
Arrest	46.9%	45.5%	39.1%
Conviction	35.1%	37.6%	30.0%

Incarceration	11.4%	12.1%	8.2%
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Additionally, the department's community corrections performance measures reflect continued adherence to standards and supportive progress toward prosocial engagement for adults on supervision.

*Important note - our restitution outcome identified below was determined to be a clerical error within the office, we have taken steps to remedy this error and assure necessary data entry is completed moving forward.

OREGON DEPARTMENT OF CORRECTIONS Outcome Measures for POLK County HIGH and MEDIUM Caseload Only								
	On September 26, 2023		Closures March 26, 2023 to September 26, 2023			Admissions 2019/2ND Half		
	EMPLOYMENT	TREATMENT	RESTITUTION	COMMUNITY SERVICE	POSITIVE CASE CLOSURES		RECIDIVISM	
					Post-Prison	Probation	Post-Prison	Probation
Location	Hi-Med	Hi-Med	Hi-Med	Hi-Med	Hi-Med	Hi-Med	Hi-Med	Hi-Med
Statewide	47%	28%	17%	27%	64%	51%	34.4%	28.7%
POLK	52%	30%	0%	48%	81%	44%	20.0%	3.4%

PCCC continues to prioritize individualized community supervision strategies that target criminogenic factors impacting the individuals we supervise. As identified from our current program outcomes, we strive to make the most of available resources for the protection of the community, while also promoting accountability and positive change in the individuals we supervise.



POLK COUNTY

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338
(503) 623-9237

COMMUNITY DEVELOPMENT

AUSTIN M^CGUIGAN
Director

MEMORANDUM

TO: Board of Commissioners
FROM: Austin McGuigan, Community Development Director
DATE: January 19, 2024
SUBJECT: Intergovernmental Agreement

Wednesday – January 24, 2024 Consent Agenda

RECOMMENDATION:

Approve the attached intergovernmental agreement between the City of Salem and Polk County?

ISSUE:

Should Polk County enter into an intergovernmental agreement with the City of Salem to establish terms and conditions under which the City of Salem could construct and maintain an extension of the Marine Drive NW roadway, as shown in Attachment A of the proposed agreement, prior to annexation of said extension area into City limits and transfer of roadway jurisdiction to the City?

BACKGROUND:

According to the City of Salem. They now have funding via the bond measure passed by voters in 2022 to construct a middle portion of the proposed Marine Drive NW alignment. According to the City, ahead of that pending work, a short section of the new roadway is needed to serve an adjacent development on Taxlot 7.3.15.402 that is currently navigating through Salem's permitting process. This short section would include approximately 130' of roadway that is within Polk County jurisdiction, which would be necessary to make a connection to the existing intersection of Marine Drive NW and Harritt Drive NW. According to the City, the developer would like to have this short section of roadway accessible to the public in May of 2025 in order to achieve their current schedule.

Since there is a piece of roadway for this upfront work within Polk County jurisdiction, the City has drafted the attached IGA to establish construction and maintenance responsibilities which would be assumed by the City of Salem. The bigger land use effort needed for the larger project would follow as that work gets underway. Unfortunately, according to the City of Salem, the timeline of that effort would not be soon enough for the developers more immediate need.

The proposed attached Intergovernmental Agreement has been reviewed and revised by Polk County Legal Counsel, Community Development Director, and Public Works Director. It is the opinion of Staff that the agreement would not create an immediate or future Polk County financial obligation.

DISCUSSION/ALTERNATIVES:

1. Approve attached Intergovernmental Agreement;
2. Do not approve attached Intergovernmental Agreement; or
3. Other, as determined by the Board.

SUMMARY:

The City of Salem has an existing roadway easement for the construction of Marine Drive NW within Polk County Jurisdiction and they wish to pursue the construction of public street improvements for the extension of Marine Drive NW from its current terminus at Harritt Drive NW, southeasterly to provide public connection for a private connection. According to the City, a developer desires to develop an adjacent property and could not achieve their current schedule if they were to wait for the city to annex the area in question.

FISCAL IMPACTS:

No money or funds would be exchanged directly between the parties as a result of this agreement and the County would have no financial obligation. Under the terms of the agreement, the City of Salem would bear all costs required to install and maintain the public roadway improvements, including any water, sanitary sewer, and stormwater improvements necessary for the roadway.

INTERGOVERNMENTAL AGREEMENT
Between
POLK COUNTY and CITY OF SALEM

1. PARTIES TO AGREEMENT

This Agreement between City of Salem, hereafter called Agency, and Polk County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. RECITALS

2.1 Agency intends to pursue the construction of public street improvements for the extension of Marine Drive NW from its current terminus at Harritt Drive NW, southeasterly to provide a public connection for a private development.

2.2 Agency has an existing roadway easement described in Document Number 2022-002778, Polk County Deed Records, for construction of the said Marine Drive NW extension.

2.3 Said Marine Drive NW extension will be under both Agency and County jurisdictions.

3. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which Agency will construct and maintain an extension of the Marine Drive NW roadway as shown on Attachment A.

4. TERM AND TERMINATION

4.1 This Agreement shall be effective upon execution by both parties and shall terminate upon annexation of the easement area described in Document Number 2022-002778, Polk County Deed Records, into Agency jurisdiction, unless sooner terminated as provided herein.

4.2 This Agreement may be terminated by mutual consent of both parties at any time. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4.3 County may terminate this Agreement effective upon delivery of written notice to Agency or at such later date as may be established 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 provisions of this Agreement or so fails to pursue the work as to endanger the performance of this Agreement in accordance

with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

4.4 Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

5. FUNDING AND BILLING

County and Agency agree that no money or funds will be exchanged directly between the parties as a result of this agreement.

County and Agency agree that County has no financial obligation as a result of this Agreement.

6. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

6.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:

- a. Bear all costs required to install and maintain the public roadway improvements, including any water, sanitary sewer, and stormwater improvements necessary for the roadway.

6.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. Issue a permit to Agency authorizing construction of the public roadway improvements within the County.

7. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

8. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

9. HOLD HARMLESS

Each party agrees to defend, indemnify, and hold harmless the other party, its officers, agents, and employees from damages arising out of the tortious acts of the indemnifying party, its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Construction, Article XI, Section 7.

Nothing in this Agreement shall be deemed to limit the right of either party to make claim against the other for damages and injuries incurred by one party as a result of the actions of the other party's officers, agents, and employees.

10. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

11. MERGER CLAUSE

Parties concur and agree that this Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

12. NOTICES

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:
Brian D. Martin, PE, Public Works Director
555 Liberty Street SE, Salem OR 97301
bmartin@cityofsalem.net

For County:
Todd Whitaker, PE, Public Works Director
820 Ash Street, Dallas OR 97338-2151
whitaker.todd@co.polk.or.us

13. SIGNATURES

This Agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this Agreement to be executed on the date set forth below.

**POLK COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

_____ Date

_____ Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Polk County Legal Counsel Date

Reviewed by Signature: _____
Polk County Contracts & Procurement Date

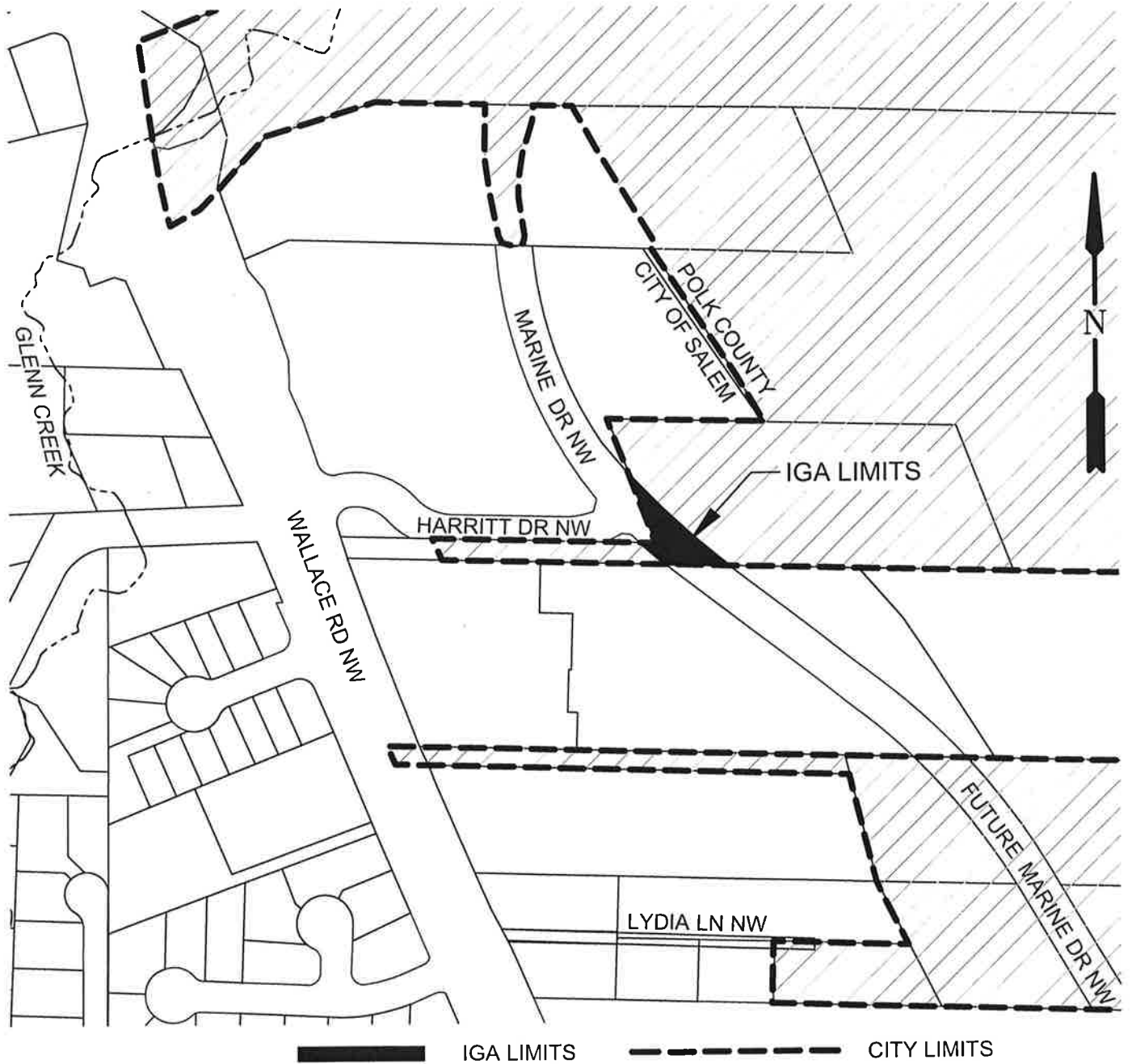
CITY OF SALEM

Authorized Signature: _____ Date: _____

Title: _____

ATTACHMENT A

MARINE DRIVE NW PROJECT NUMBER: 722514



Public Works Department
APWA ACCREDITED AGENCY

ENGINEERING DIVISION
555 Liberty Street SE, Room 325
Salem, OR 97301-3513
Phone 503-588-6211
www.cityofsalem.net

**RIGHT OF WAY DEDICATION and
TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL BY THESE PRESENTS that **Alice Ross McAllister** who acquired title as **Alice M. McAllister**, does hereby grant and dedicate, as grantors, to **Polk County**, a political subdivision of the State of Oregon, Grantee, for use as public roads forever the real property described and shown in Exhibit "A" attached and made part of this document.

TO HAVE AND TO HOLD the above described and granted premises unto said **Polk County**, a political subdivision of the State of Oregon, its successors and assigns forever.

GRANTOR does also hereby bargain, sell, convey, transfer, and deliver unto County a temporary construction easement and right-of-way upon, across, and under so much of the aforesaid land as described and shown in Exhibit "A".

It being understood that said temporary easement is only for construction activities required for reconstruction of the roadway granted by this easement for the period of three (3) years from the date of GRANTOR signature hereon.

Uses undertaken by the GRANTOR shall not be inconsistent or interfere with the use of the subject easement area by the County. No building or utility shall be placed upon, under, or within the property subject to the temporary construction easement during the term thereof, however, without the written permission of the County.

Upon completion of the construction, the County shall restore the surface of the property to its original condition and shall indemnify and hold the GRANTOR harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is **Thirty-Seven Thousand Five Hundred and No/100 Dollard (\$37,500.00)** and for other value given, the receipt of which is hereby acknowledged by GRANTOR

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of January, 2024.


Alice Ross McAllister

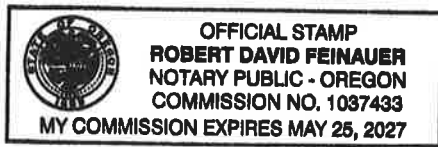
STATE OF OREGON)
) ss
COUNTY OF POLK)

On this 11 day of January, 2024, personally appeared before me

Alice Ross McAllister, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

Robert David Feinauer

NOTARY PUBLIC FOR OREGON



POLK COUNTY ACCEPTANCE:

Board of Commissioners

Date

Approved as to form:

County Counsel

Date

Exhibit A

Parcel 004-01

A tract of land lying in the Southwest Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Alice Ross McAllister, recorded in Polk County as Document number 1992-011668; Said dedication being a strip of land along the northern right of way of Black Rock Road and being furthered described as follows:

Beginning at a calculated point, a distance of, 26.73 feet left of Engineer's centerline Station 37+48.20 and being N 57°59'32" W, a distance of 780.37 feet, from the south quarter section corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian; Said point lying at the intersection of the northern right of way boundary of Black Rock Road, as legalized by the Polk County board of Commissioners Order 19-06 and depicted by CS16421, and the western property line of the property owned by Alice Ross McAllister, Document number 1992-011668, and being the True Point of Beginning;

Thence, along said western property line, N 22°22'21" E, a distance of 9.15 feet, to a calculated point 35.00 feet left of Engineer's centerline Station 37+44.29;

Thence, leaving said western property line, S 42°18'38" E, a distance of 78.56 feet, to a calculated point 35.00 feet left of Engineer's centerline Point of Curvature 38+22.84;

Thence, 55.69 feet, along a circular curve to the left, having a radius of 170.00 feet, (Long Chord: S 51°41'43" E, 55.44') to a calculated point 35.00 feet left of Engineer's centerline Station 38+90.00;

Thence, N 76°57'44" E, a distance of 42.64 feet, to a calculated point 60.00 feet left of Engineer's centerline Point of Tangency 39+35.20 BK = 39+31.21 AH;

Thence, S 73°42'43" E, a distance of 126.34 feet, to a calculated point 60.00 feet left of Engineer's centerline Station 40+57.55; Said point lying on the eastern property line of the property owned by Alice Ross McAllister;

Thence, along said eastern property line, 61.10 feet, on a circular curve to the left, having a radius of 508.34 feet, (Long Chord: S 45°08'24" E, 61.06') to a calculated point 30.80 feet left of Engineer's centerline Station 41+11.17; Said point lying on said northern right of way boundary of Black Rock Road;

Thence, along said northern right of way boundary of Black Rock Road, the following three courses:

1. N 78°17'27" W, a distance of 122.05 feet, to a calculated point 21.05 feet left of Engineer's centerline Station 39+89.51;

Exhibit A

2. 58.44 feet, along a circular curve to the right, having a radius of 273.20 feet, (Long Chord: N 72°09'48" W, 58.32') to a calculated point 22.63 feet left of Engineer's centerline Point of Tangency 39+35.20 BK = 39+31.21 AH;
3. 102.19 feet, along said circular curve to the right, having a radius of 273.20 feet, (Long Chord: N55°19'11"W, 101.60'), to a calculated point 26.47 feet left of Engineer's centerline Station 38+18.88;

Thence, continuing along said northern right of way boundary of Black Rock Road, N 42°05'47" W, a distance of 70.68 feet, to a calculated point 26.73 feet left of Engineer's centerline Station 37+48.20 and lying at the True Point of Beginning.

Parcel 004-01 contains an area of 7,585 square feet or 0.17 acres (Int.) more or less.

Temporary Construction Easement 004-01b

A tract of land lying in the Southwest Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Alice Ross McAllister, recorded in Polk County as Document number 1992-011668; Said dedication being a strip of land along the northern right of way of Black Rock Road and being furthered described as follows:

Beginning at a calculated point, a distance of, 26.73 feet left of Engineer's centerline Station 37+48.20 and being N 57°59'32" W, a distance of 780.37 feet, from the south quarter section corner of Section 17, Township 08 South, Range 06 West, Willamette Meridian; Said point lying at the intersection of the northern right of way boundary of Black Rock Road, as legalized by the Polk County board of Commissioners Order 19-06 and depicted by CS16421, and the western property line of the property owned by Alice Ross McAllister, Document number 1992-011668;

Thence, along said western property line, N 22°22'21" E, a distance of 9.15 feet, to a calculated point 35.00 feet left of Engineer's centerline Station 37+44.29;

Thence, leaving said western property line, S 42°18'38" E, a distance of 78.56 feet, to a calculated point 35.00 feet left of Engineer's centerline Point of Curvature 38+22.84;

Thence, 55.69 feet, along a circular curve to the left, having a radius of 170.00 feet, (Long Chord: S 51°41'43" E, 55.44') to a calculated point 35.00 feet left of Engineer's centerline Station 38+90.00, and being the True Point of Beginning;

Thence, N 47°41'49" E, a distance of 71.34 feet, to a calculated point 100.00 feet left of Engineer's centerline Point of Curvature 39+35.20 BK = 39+31.21 AH;

Exhibit A

Thence, S 73°42'43" E, a distance of 71.01 feet, to a calculated point 100.00 feet left of Engineer's centerline Station 40+02.22 and lying on the eastern property line of said property owned by Alice Ross McAllister;

Thence, along said eastern property line, 68.32 feet, on a circular curve to the left, having a radius of 508.34 feet, (Long Chord: S 37°50'46" E, 68.27') to a calculated point 60.00 feet left of Engineer's centerline Station 40+57.55;

Thence, N 73°42'43" W, a distance of 126.34 feet, to a calculated point 60.00 feet left of Engineer's centerline Station 39+35.20 BK = 39+31.21 AH;

Thence, S 76°57'44" W, a distance of 42.64 feet, to a calculated point 35.00 feet left of Engineer's centerline Point of Tangency 38+90.20, lying at the True Point of Beginning;

Temporary Construction Easement 004-01b contains an area of 4,638 square feet or 0.11 acres (Int.) more or less.

**OR_POLK_2016(1), Mitchell Street
and Black Rock Road Reconstruction**

Surveyed by:
FEDERAL HIGHWAY ADMINISTRATION
610 East 5th Street
Vancouver, WA 98661
Date: November, 2018

Drawing by:
USDOT/FHWA/WFLHD
Date: August, 2021

NO SCALE

Survey Performed with:

**BASIS OF BEARINGS &
COORDINATES:**

Oregon North SPCS NAD3 (2011)

Orthometric elevations based on the
NAVD88 GEOID12b

Units: International Feet

**POLK COUNTY, OREGON
RIGHT-OF-WAY**

Description of Land:
Parcel 004 - McAllister, Alice Ross
PO Box 12034
Salem, OR 97309

T.08S. R.06W., Willamette Meridian
Section 17: SE $\frac{1}{4}$ SW $\frac{1}{4}$

Right-of-Way In Acres

Total ROW this Exhibit: 0.40

Existing ROW this Exhibit: 0.23

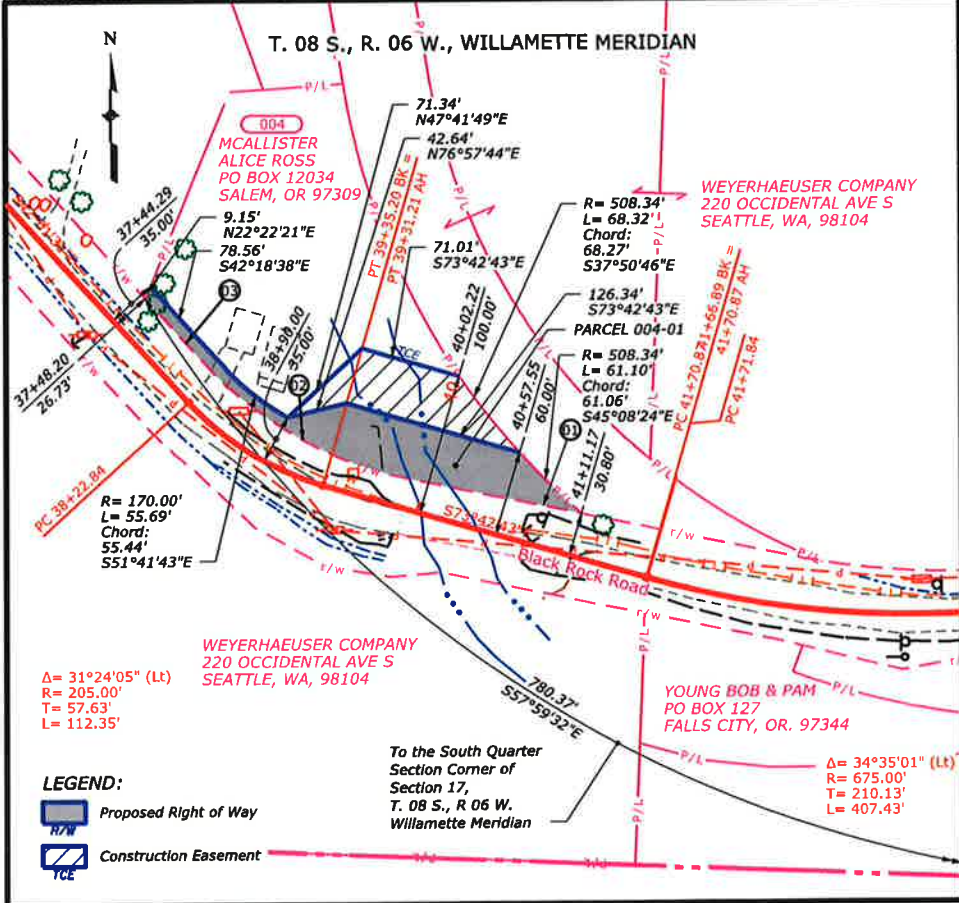
Acquired ROW this Exhibit: 0.17

Const. Easement this Exhibit: 0.11

Sheet 1 of 2

EXHIBIT A

MITCHELL STREET / BLACK ROCK ROAD - PARCEL 004: McALLISTER						
EXISTING ROW ELEMENTS						
ID	TYPE	RADIUS	TURNS	LINE OR CHORD		CURVE LENGTH
				BEARING	LENGTH	
01	Line	N/A	N/A	N78°17'27"W	122.05'	N/A
02	Curve	273.20'	Rt	N72°09'48"W	58.32'	58.44
03	Curve	273.20'	Rt	N55°19'11"W	101.60'	102.19
04	Line	N/A	N/A	N42°05'47"W	70.68'	N/A



<p>OR_POLK_2016(1), Mitchell Street and Black Rock Road Reconstruction</p> <p>Surveyed by: FEDERAL HIGHWAY ADMINISTRATION 610 East 5th Street Vancouver, WA 98661 Date: November, 2018</p> <p>Drawing by: USDOT/FHWA/WFLHD Date: August, 2021</p> <p style="text-align: center;">Scale In feet 50 25 0 50 100</p> <p>Survey Performed with: BASIS OF BEARINGS & COORDINATES: Oregon North SPCS NAD3 (2011) Orthometric elevations based on the NAVD88 GEOID12b Units: International Feet</p> <p>POLK COUNTY, OREGON RIGHT-OF-WAY Description of Land: Parcel 004 - McAllister, Alice Ross PO Box 12034 Salem, OR 97309</p> <p>T.08S. R.06W., Willamette Meridian Section 17: SE¼SW¼</p> <p>Right-of-Way In Acres Total ROW this Exhibit: 0.40 Existing ROW this Exhibit: 0.23 Acquired ROW this Exhibit: 0.17 Const. Easement this Exhibit: 0.11</p>	
Sheet 2 of 2	EXHIBIT A