

POLK COUNTY BOARD OF COMMISSIONERS

DATE: September 18, 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 Grand Ronde Sanitary District Board is meeting on September 18, 2024 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, 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 September 11, 2024**
- 6. APPROVAL OF CONSENT CALENDAR**

CONSENT CALENDAR

- a) Polk County Contract No. 24-151 (Amendment 4 to 24-36), Oregon Health Authority (Rosana Warren, Behavioral Health)
- b) Polk County Order No. 24-11, Budget Committee Member Reappointment (Nicole Pineda, Executive Assistant)
- c) Polk County Order No. 24-12, Fair Board Member Reappointments, (Nicole Pineda, Executive Assistant)
- d) Polk County Contract No. 24-152, Timber Company/City of Falls City (Mark Garton, Sheriff's Office)

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

ADJOURNMENT

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS
GUIDELINE FOR CITIZENS

REGULAR MEETING AGENDA

Regular meetings of the Polk County Board of Commissioners convene at 9 a.m. each Wednesday morning. Any person wishing to bring a matter before the Board at one of these meetings may do so by mailing or delivering written notice, concisely describing the nature of the item, to the Board of Commissioners, Polk County Courthouse, Dallas, Oregon 97338, by noon on the preceding Thursday. Unless otherwise announced, meetings are held in the Main Conference Room of the Courthouse.

APPEARANCE OF INTERESTED CITIZENS

The Board sets aside a time at each regular meeting for comment by the public on subjects not appearing on the Agenda. Individuals may come forward and make any statement they wish, but not to exceed three (3) minutes in length, except as is required to give concise answers to questions from Board members. If the subject will require a lengthier presentation, or merits inclusion as an item on the Agenda of a future meeting, the Board shall schedule it accordingly.

PUBLIC HEARING FORMAT

Land Use

1. Chairman opens hearing.
 - a. Reading of hearing request or appeal statement.
 - b. Call for abstentions (ex parte contact or conflict of interest).
2. County staff presents background, summary and its recommendation (20-minute limit).
3. Applicant (Appellant) presents his/her case (15-minute limit).
4. Public testimony. Note that all testimony and evidence must be directed toward the applicable factual and legal criteria as identified in the record and/or during this hearing. Do not repeat previous testimony. Simply note for the record that you are in agreement with that earlier testimony. Your time to present testimony is limited. FAILURE TO RAISE AN ISSUE IN THIS HEARING, IN PERSON OR BY LETTER, OR FAILURE TO PROVIDE ADEQUATE SPECIFICITY TO AFFORD THE BOARD AN OPPORTUNITY TO RESPOND TO THE ISSUE MAY PRECLUDE LATER APPEAL TO LUBA ON THAT ISSUE.
 - a. Individuals in favor of the application or appeal.
 - b. Individuals against the application or appeal. At the discretion of the Chairman, an attorney, consultant, or other designated representative of two or more individuals may be allowed the combined time for each represented individual who does not speak, not to exceed 20 minutes. The Chairman may require proof of designation.
5. Rebuttal by Applicant (Appellant) (10-minute limit).
6. Questions from Board (discussion limited to individuals questioned by the Board).
 - a. Staff.
 - b. Applicant (Appellant).
 - c. Individuals testifying.
7. Chairman closes hearing and announces closing of Record.
8. Chairman announces date for deliberation and decision.
9. The Board's decision is deemed the final decision of Polk County. It may be appealed to LUBA within 21 days of its issuance in written form. The address and phone number of LUBA may be obtained from the Polk County Community Development Department and will also appear on the Notice of Decision which will be mailed to all persons who testify, submit comments, or print their name and address on the hearing attendance sheet at the back of the hearing room.

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES September 11, 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. Commissioner Mordhorst and Commissioner Gordon were present.

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

2. ANNOUNCEMENTS

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

The Grand Ronde Sanitary District Board is meeting on September 18, 2024 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.

3. COMMENTS

Commissioner Pope wanted to acknowledge the 23rd anniversary of 9/11 and wanted to take a moment of silence.

4. APPROVAL OF AGENDA

Commissioner Pope stated that there would be an add on to today's agenda for Polk County Order No. 24-10.

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF September 4, 2024

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF September 4, 2024.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

7. LENGTH OF SERVICE AWARDS

The Polk County Commissioners and staff would like to thank the following employees for their length of service:

- Colin Davids, 20 years of service
- Stephanie Gilbert, 10 years of service
- Dustin Thompson, 10 years of service

8. RECLASSIFICATION OF AN EMPLOYEE

Matt Hawkins, Admins Services Director, is recommending the reclassification of an employee from a Community Resource Connector II to a Lead Community Resource Connector. Should the reclassification be approved, it would be effective October 1, 2024 and would have an approximate fiscal impact of \$3,000 to the FY 24-25 budget including PERs contributions should it be for 12 months.

PASSED BY CONSENSUS OF THE BOARD

9. RECLASSIFICATION OF AN EMPLOYEE

Matt Hawkins, Admins Services Director, is recommending the reclassification of an employee from a Health Services Administrative Specialist I to a Lead Health Services Administrative Specialist II. Should the reclassification be approved, it would be effective September 1, 2024 and would have an approximate fiscal impact of \$4,000 to the FY 24-25 budget including PERs contributions should it be for 12 months.

PASSED BY CONSENSUS OF THE BOARD

10. POLK COUNTY ORDER NO. 24-10

Morgan Smith, County Counsel, stated that before the Board was Polk County Order No. 24-10 and stated that this is for a fourplex that is no longer needed to Polk County. Mr. Smith stated that they found a buyer in the West Valley Housing Authority. Commissioner Pope asked if Polk County gets payment in a lump sum and Mr. Smith stated that the Housing Authority will be financing 2/3s of the amount. Commissioner Pope asked if this stays on the tax rolls and Mr. Smith says it all depends on the tenants who are staying there. Commissioner Gordon stated that it depends on if the tenants are using voucher a program or not. Commissioner Gordon asked if this was purchased with ARPA funds and that he would also like an update on where we are on those projects as well. Greg Hansen, Administrative Officer, stated that he can update the Board soon.

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE AND SIGN POLK COUNTY ORDER NO. 24-10.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

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

- a) **Polk County Contract No. 24-147, Criminal Justice Commission
(Jodi Merritt, Community Corrections Director)**
- b) **Polk County Order No. 24-09, Ratify the Hearings Officer's Decisions
On an Appeal; Planning File FORD 23-01
(Hannah Brickner, Associate Planner)**

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:10 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services: Behavioral Health Consent Calendar Date: September 18, 2024
Contractor Name: Oregon Health Authority
Address: 635 Capitol St NE Suite 350
City, State, Zip: Salem, OR 97301
Effective Dates - From: January 01, 2024 Through: June 30, 2025
Contract Amount: \$170,751.26

Background:

Oregon Health Authority provides funds to finance Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling services. This is the fourth amendment to the initial award from the state as IGA 026022. This award may be modified from time-to-time throughout the calendar year to reflect changes to funds and/or programs that are made a part of the grant.

Discussion:

This fourth amendment awards funding to Service Element 4 for Aid and Assist services specific to Community Restoration efforts, which seek to provide support to individuals in the least restrictive environment. The funding amount was awarded based on the new funding formula and will be ongoing.

Fiscal Impact:

The total amount awarded for this amendment is \$170,751.26 with \$56,917.09 for FY24 and \$113,834.17 for FY25. These funds were not expected at time of budget process and will be used to offset current services.

Recommendation:

It is recommended that Polk County sign the fourth amendment to IGA 026022 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

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

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

AGREEMENT # PO-44300-00026022

**FOURTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This **Fourth** Amendment to Oregon Health Authority 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2024 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Polk County** (“County”).

RECITALS

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

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

AGREEMENT

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

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

6. Signatures.

Polk County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

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

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

_____	_____
Oregon Department of Justice	Date

ATTACHMENT 1
EXHIBIT C
Financial Pages

MODIFICATION INPUT REVIEW REPORT													
MOD#: M0959													
CONTRACT#: 026022													
CONTRACTOR: POLK COUNTY													
INPUT CHECKED BY: _____ DATE CHECKED: _____													
SE#	FUND	PROJ	CPMS	PROVIDER	EFFECTIVE	SLOT		OPERATING	STARTUP PART	PART	PAAF	CLIENT	
	CODE				DATES	CHANGE/TYPE	RATE	DOLLARS	DOLLARS ABC	IV	CD	BASE	CODE
													SP#
FISCAL YEAR: 2023-2024													
BASE AID & ASSIST PROJECT													
4	806	AAP			1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$56,917.09	\$0.00	A	1	y	
TOTAL FOR SE# 4								\$56,917.09	\$0.00				
TOTAL FOR 2023-2024								\$56,917.09	\$0.00				
FISCAL YEAR: 2024-2025													
BASE AID & ASSIST PROJECT													
4	806	AAP			7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$113,834.17	\$0.00	A	1	y	
TOTAL FOR SE# 4								\$113,834.17	\$0.00				
TOTAL FOR 2024-2025								\$113,834.17	\$0.00				
TOTAL FOR M0959 026022								\$170,751.26	\$0.00				

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY
DATE: 08/26/2024

Contract#: 026022
REF#: 006

REASON FOR FAAA (for information only):

Aid and Assist Client Services (MHS 04) funds have been awarded per Community Restoration Memo.



INTEROFFICE MEMORANDUM

POLK COUNTY COURTHOUSE

TO: Board of Commissioners
FROM: Nicole Pineda, Executive Assistant
DATE: September 13, 2024
SUBJECT: Re-Appointment to the Budget Committee

RECOMMENDATION:

Re-appoint Blair Wasson to the Budget Committee, term to expire 12/31/2027

ISSUE:

Should Blair Wasson be re-appointed to the Budget Committee?

BACKGROUND:

Blair Wasson currently serves on the budget committee, and has agreed to continue serving on the budget committee for another three-year term.

FISCAL IMPACT:

None.

1
2
3
4
5
6 BEFORE THE BOARD OF COMMISSIONERS FOR
7 POLK COUNTY, OREGON
8
9

10 In the Matter of ReAppointing)
11 Members to the)
12 Polk County Budget Committee)
13

14 **ORDER NO. 24-11**
15

16 WHEREAS, the Polk County Board of Commissioners, pursuant to ORS 565.210 have the
17 authority to appoint a Budget Committee to oversee the operations of the Polk County Budget
18 Committee; and
19

20 WHEREAS, the Statutes which govern operation of the Polk County Budget Committee
21 allow for appointment of Members to three (3) year terms; and
22

23 WHEREAS, the Polk County Commissioners have sought out qualified individuals to serve
24 on the Polk County Budget Committee;
25

26 **NOW THEREFORE, THE POLK COUNTY THE POLK COUNTY BOARD OF**
27 **COMMISSIONERS HEREBY ORDERS THAT:**
28

29 (Insert name) is reappointed to the Polk County Budget Committee. Term of
30 appointment is through December 31, 2027.
31

32 Dated this 18th day of September, 2024, at Dallas, Oregon.
33

34 BOARD OF COMMISSIONERS
35
36

37 _____
38 Craig Pope, Chair
39

40
41
42 Approved as to Form:

43 _____
44 Lyle Mordhorst, Commissioner
45

46 _____
47 Morgan Smith
County Counsel

48 _____
49 Jeremy Gordon, Commissioner



INTEROFFICE MEMORANDUM

POLK COUNTY COURTHOUSE

TO: Board of Commissioners
FROM: Nicole Pineda, Executive Assistant
DATE: September 13, 2024
SUBJECT: Fair Board Reappointment

RECOMMENDATION:

That the BOC approve the reappointment of Tim Ray & William Barnhart to the Fair Board, terms to expire December 31, 2027.

ISSUE:

Should Polk County reappointment Tim Ray & William Barnhart to the Fair Board?

BACKGROUND:

Tim Ray & William Barnhart are current members of the Fair Board, and have said that they would like to extend their terms.

FISCAL IMPACT:

None.

BEFORE THE BOARD OF COMMISSIONERS FOR
POLK COUNTY, OREGON

In the Matter of ReAppointing)
Members to the)
Polk County Fair Board)

ORDER NO. 24-12

WHEREAS, the Polk County Board of Commissioners, pursuant to ORS 565.210 have the authority to appoint a Fair Board to oversee the operations of the Polk County Fair; and

WHEREAS, the Statutes which govern operation of the Polk County Fair Board allow for appointment of Members to three (3) year terms; and

WHEREAS, the Polk County Commissioners have sought out qualified individuals to serve on the Fair Board for the Polk County Fair;

NOW THEREFORE, THE POLK COUNTY THE POLK COUNTY BOARD OF COMMISSIONERS HEREBY ORDERS THAT:

Tim Ray & William Barnhart are reappointed to the Polk County Fair Board. Term of appointment is through December 31, 2027.

Dated this 18th day of September, 2024, at Dallas, Oregon.

BOARD OF COMMISSIONERS

Craig Pope, Chair

Lyle Mordhorst, Commissioner

Approved as to Form:

Morgan Smith
County Counsel

Jeremy Gordon, Commissioner

AGREEMENT

This agreement is entered into, among and between the undersigned entities for the purpose of securing enhanced law enforcement services on timber lands owned and/or managed by the Polk County Timber and Wood Products Landowners and the city of Falls City Oregon. The parties agree that there presently exists a general law enforcement need (due to criminal activities) to focus patrols in and around these timber properties and the city of Falls City. Parties to this agreement: Polk County Timberland Owners (PCTO); Polk County Sheriff (PCS); Polk County (POLK) and the City of Falls City (FALLS).

PCTO consists of numerous private and public landowners that have collectively formed a private, Co-op. Individual members and respective assessments are described in Appendix A attached hereto and incorporated by reference.

I. AUTHORITY

- A. POLK and PCS are authorized pursuant to ORS to enter into agreements with private citizens and entities to provide enhanced law enforcement services in and around areas that are subject to ongoing patterns of criminal activity.
- B. PCTO may enter into private agreements with POLK for any lawful purpose.

II. TERM

The term of this agreement is September 1st, 2024, through June 30th, 2027

III. CONDITIONS

- A. PCS has the authority to enforce state and local laws for Polk County on all lands within Polk County.
- B. PCTO and FALLS mutually agree that in return for financing 60% of the annual operational cost of deploying a deputy sheriff, that PCS will supply additional levels of law enforcement services to those areas of land owned by FALLS and/or maintained by PCTO within Polk County. This enhanced law enforcement will be provided by sworn deputy sheriff(s) commensurate to one FTE deputy position. For the calendar year 2024, the annual operational cost will be \$150,000. For subsequent calendar years increases may occur annually in accordance with the COLA/wages, **not to exceed 4% annually**, and benefits that Polk County negotiates with the Deputy Sheriff's Association (DSA).
- C. PCS will invoice PCTO and FALLS in February of each calendar year and each individual timber owner and FALLS will pay their share of the overall costs divided equally based on the number of landowners within the PCTO

and their respective acreage, along with the city of Falls City. Invoices are due and payable upon receipt.

- D. PCS will work with PCTO to review and/or update any acreage changes before sending out that years invoice. The reported acreage for the first calendar year of this agreement is attached to this agreement. PCS and PCTO agree that the acreage list may change from year to year and would be updated at the end of this agreement without each PCTO having to sign a new agreement. Acreage changes between PCTO members will be updated in the acreage list for the following calendar year.
- E. If a non-member timber owner submits a request to participate in this agreement, PCTO and PCS will work with the new company to review the program and its expectations. The new company will be required to sign an addendum to this agreement and pay the appropriate acreage assessment on any new lands not already contained within this agreement for the next calendar year to begin enforcement services on their property, If the new company acquires land already referenced in this agreement and the assessment has already been paid, the new company won't be charged again until the following calendar year,
- F. Sworn deputies of the PCS performing services under this agreement in enforcing State, and local laws are, and will remain under the supervision, authority and responsibility of the PCS, which shall retain the right to alter the day to day responsibilities of the sworn deputies based upon crime patterns and community need. However, the primary intent of this full-time position is to respond to law enforcement needs in the rural, forested lands as described in Section IV below and within the city of Falls City. The primary mission of this position is to achieve solutions to illegal activities in the area of Section IV below and to meet the law enforcement needs of PCTO and FALLS, including but not limited to theft, illegal dumping, vandalism, trespass and enforcement of PCTO terms of access.
- G. PCTO and FALLS acknowledge that if the assigned deputy becomes ill or has scheduled vacation time throughout the year, that the position may not be backfilled with another deputy. However, the PCS agrees they will make every effort to backfill that position without using overtime. Every effort may include temporary assignment by another deputy for the day or week, based on current patrol staffing. PCS agrees that if the assigned deputy has a scheduled absence (vacation, prolonged illness) they will communicate that with the PCTO and FALLS and that the PCS will attempt to reassign a patrol deputy temporarily into this position. PCTO and FALLS acknowledges that if there is a temporary assignment that monthly reports or other

communication outlined in section V below, may be delayed until the regularly assigned deputy returns to work.

- H. Services provided by POLK or PCS shall not be considered as coming within the scope of Federal employment and none of the benefits of Federal employment will be conferred under this agreement.
- I. No party shall be liable to any other or to its agents or employees for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement, except to the extent required by law and subject to any conditions imposed by law. PCS and POLK shall save and hold harmless, and indemnify, PCTO and FALLS, and each of them, from any and all claims, suits or actions at law, including attorneys fees, which may arise out of any injury to or death of persons, or damages to property, caused by, arising from or in any manner connected with the professional police services provided under this agreement.
- J. Each party to this agreement covenants to cooperate, in good faith, with all others and agrees that any disputes arising under this agreement shall be mediated before the Polk County Board of Commissioners.
- K. PCS acknowledges that some of the property subject to this Agreement is used for logging, forestry and industrial operations and maintained only to standards required for such use. The PCTO makes no representations as to the present or future condition of such property or the nature or condition of, or traffic on, any roads or trails, and PCS assumes all risks of personal injury or property damage to PCS and its employees, contractors, agents and invitees, in connection with the performance of this Agreement.
- L. PCTO agree to designate at least one individual to act as the representative of the Co-op. This person(s) would be the point of contact for the Sheriff's Office if the need arises. This would pertain to contractual related issues and not day to day operations. By having at least one designated representative, it will allow ease of communication between Sheriff's Office command staff and the PCTO as the designated individual will have up to date contact information for the respective land owners and the Sheriff's Office may not.
- M. FALLS agrees to designate the city manager as the point of contact for any FALLS related issues.
- N. For day to day operations, if there is an issue, a call should be made to the assigned deputy or their sergeant at 503-623-9251.

IV. BOUNDARIES

The coverage area for this agreement will be signified by the boundaries of Polk County. Nothing in this agreement shall restrict the ability of a deputy to use discretion during their shift to enforce laws of the State of Oregon in surrounding counties, as long as there is a connection to an issue in Polk County.

V. REPORTING and COMMUNICATION

PCS will provide monthly activity reports to the PCTO and FALLS. The activity report will highlight local law enforcement activity to date and seek PCTO and FALLS feedback.

PCS expects the assigned deputy to maintain frequent and timely contact with all the PCTO and FALLS. All parties agree that without communication this program will not be as successful.

The assigned deputy should work with the PCTO to determine if seasonal type meetings should occur. Seasonal type meetings include, the beginning of various hunting seasons, fire seasons or other times throughout the year that are of significance to any of the parties of this agreement.

The assigned deputy should work with FALLS to determine if the deputy is needed at community or city council meetings. PCS expects that the deputy should make every effort to attend those meetings if PCS presence is needed or requested.

DATED: _____

Mark Garton, Polk County Sheriff

DATED: _____

Craig Pope, Chairman
Polk County Board of Commissioners

DATED: _____

TJ Bailey, Mayor
City of Falls City

DATED: _____

Weyerhaeuser Company

DATED: _____

Miami Corporation

DATED: _____

Oregon Department of Forestry

DATED: _____

Starker Forests, Inc.

DATED: _____

Hampton Resources, Inc.

DATED: _____

Oregon State University

DATED: _____

Franklin-Clarkson Timber

DATED: _____

Giustina Resources

DATE: _____

Stimpson Lumber Company

DATE: _____

Manulife Forest Management

DATED: _____

Separate BLM agreement on file

Approved as to form:

County Counsel