

POLK COUNTY BOARD OF COMMISSIONERS

DATE: March 19, 2025
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 March 19, 2025 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. We encourage all community members to engage with public comments to the Board of Commissioners. However, out of respect for our audience and a general sense of decorum please refrain from vulgar, threatening or inappropriate language.)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM March 12, 2025**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. MONTHLY TREASURER'S REPORT – Steve Milligan**

CONSENT CALENDAR

- a) Polk County Contract No. 25-28, ODOT
(Todd Whitaker, Public Works Director)

**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 March 12, 2025

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 March 19, 2025 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

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

**ALL VOTED YES
MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

5. APPROVAL OF MINUTES OF March 5, 2025

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON
SECONDED, TO APPROVE THE MINUTES OF March 5, 2025.**

**ALL VOTED YES
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.**

**ALL VOTED YES
MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

7. LENGTH OF SERVICE AWARDS

The Polk County Board of Commissioners and staff recognized the following employees for their years of service:

- Mark Overman, 25 years of service
- Tami Stump, 15 years of service

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

- Polk County Contract No. 25-25, Whole Soul Therapy, LLC
(Rosana Warren, Behavioral Health)
- Polk County Order No. 25-04, In the matter of Appointing Designees
Of the Community Mental Health
(Morgan Smith, County Counsel)
- New Job Specification and Wage, Health Related Social Needs (HRSN) Program
Specialist
(Matt Hawkins, Admin Services Director)
- Property Value Appeals Board Clerk (PVAB) Appointment, Jeremy Gordon
(Cole Steckley, PVAB Clerk)

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

POLK COUNTY FINANCE REPORT (CASH BASIS)

For the Month Ended February 28, 2025

FUND	ACCT #	BALANCE 2/28/2025	RECEIPTS	TRANSFERS IN	DISBURSEMENTS	TRANSFERS OUT	BALANCE 2/28/2025
General Fund	100	13,026,656.91	3,813,670.95		5,239,325.51		11,601,002.35
Building Inspection	110	176,616.73	75,704.95		106,111.07		146,210.61
C.A.M.I.	140	(11,041.42)	0.00		10,431.78		(21,473.20)
Domestic Mediation	160	126,822.28	0.00		868.58		125,953.70
Court Security	180	131,537.36	2,320.65		1,416.67		132,441.34
Public Works	210	3,481,107.54	1,189,205.56		1,348,052.01		3,322,261.09
Public Land Corner	215	27,487.84	6,336.50		8,338.79		25,485.55
Public Works Complex Construction	219	(104,675.50)	400,000.00		1,041.67		294,282.83
Dog Control	220	(94,486.97)	3,327.50		19,416.39		(110,575.86)
Marine Patrol	225	(1,710.92)	1,125.19		1,452.27		(2,038.00)
Law Library	230	30,337.01	0.00		7,460.48		22,876.53
Health Services	232	984,053.92	679,394.95		928,077.40		735,371.47
Public Health	235	132,774.89	444,564.62		265,021.28		312,318.23
Behavioral Health	240	12,923,733.93	1,943,928.21		3,177,633.15		11,690,028.99
Juvenile	245	(559,720.38)	58,174.99		104,784.92		(606,330.31)
Veterans' Services	254	(70,109.16)	877.65		27,678.40		(96,909.91)
Fair	260	(191,754.19)	36,869.41		74,680.56		(229,565.34)
County School	270	1,944.69	0.00		1,944.68		0.01
Economic Development	280	526,336.13	0.00		21,047.58		505,288.55
American Rescue Plan	290	1,230,928.59	0.00		231,458.71		999,469.88
Coordinated Housing	295	2,360,830.46	0.00		7,839.86		2,352,990.60
Household Hazardous Waste	300	78,717.55	8,255.35		2,741.12		84,231.78
Building Improvement	310	(228,421.83)	0.00		26,256.77		(254,678.60)
Polk Extension Serv District	500	368,892.11	3,317.15		126,177.30		246,031.96
Management Services	610	737,241.96	786,570.70		602,351.60		921,461.06
PERS Reserve	615	1,285,367.47	70,736.17		0.00		1,356,103.64
Insurance	620	(776,077.88)	86,883.18		29,928.50		(719,123.20)
TOTAL COUNTY FUNDS		35,593,389.12	9,611,263.68	0.00	12,371,537.05	0.00	32,833,115.75
TRUST FUNDS							
Marriage Trust	A122	475.00	575.00		500.00		550.00
Oregon Land Info System	A125	668.75	714.58		0.00		1,383.33
A&T Housing Trust	A127	37,094.65	40,704.43		0.00		77,799.08
Miscellaneous Trust	A139	93,000.00	5,624.82		0.00		98,624.82
Sheriff's Sales - RPPS	A140	7,835.03	103,088.00		451.24		110,471.79
Evidence & Unclaimed (Sheriff)	A141	106,297.96	0.00		0.00		106,297.96
Assessor-MS Fees	A150	220.00	385.00		495.00		110.00
Training	A151	4,291.10	0.00		0.00		4,291.10
Unsegregated Tax	A220	428,401.25	2,404,915.98		1,694.66	440,649.69	2,390,972.88
Unsegregated Tax Interest	A221	4,153.75	1,711.03		0.00	4,153.75	1,711.03
Assessment & Taxation	A224	13,795.36	22,193.62		11.12		35,977.86
Estimated Collections	A225	33,691.47	0.00		0.00		33,691.47
DA Pre-forfeiture Trust	A421	2,175.54	0.00		0.00		2,175.54
Victim Assistance Fund	A422	44.24	0.00		0.00		44.24
Pre-Forfeiture Trust	A433	1,022.00	0.00		0.00		1,022.00
Inmate Trust	A437	82,943.82	31,950.67		70,822.07		44,072.42
Sheriff's Trust (Shop with Sheriff)	A450	7,049.36	0.00		0.00		7,049.36
EM Radio Maintenance Contingency	A455	138,276.19	2,956.40		0.00		141,232.59
Foreclosure Land Sales	A811	31,476.17	0.00		0.00		31,476.17

TOTAL TRUST FUNDS		992,911.64	2,614,819.53	0.00	73,974.09	444,803.44	3,088,953.64
TOTAL COUNTY & TRUST FUNDS		36,586,300.76	12,226,083.21	0.00	12,445,511.14	444,803.44	35,922,069.39
FUND TAX DISTRICTS	ACCT #	BALANCE 2/28/2025	RECEIPTS	TRANSFERS IN	DISBURSEMENTS	TRANSFERS OUT	BALANCE 2/28/2025
Polk County Tax	T101	0.00		59,186.82	59,186.82		0.00
Chemeketa	T111/112	0.00		25,138.19	25,138.19		0.00
Willamette Regional ESD	T121	0.00		7,739.94	7,739.94		0.00
Linn-Benton ESD	T151	0.00		6.88	6.88		0.00
City of Dallas	T201/204	0.00		23,197.25	23,197.25		0.00
City of Independence	T211/212	0.00		18,550.27	18,550.27		0.00
City of Monmouth	T221	0.00		7,443.19	7,443.19		0.00
City of Falls City	T231/232	0.00		909.15	909.15		0.00
City of Salem	T241	0.00		81,405.59	81,405.59		0.00
City of Willamina	T251	0.00		639.82	639.82		0.00
Amity Fire	T301	0.00		537.75	537.75		0.00
Spring Valley Fire	T311	0.00		287.06	287.06		0.00
Dayton Fire	T321	0.00		180.82	180.82		0.00
Salem Suburban Fire	T331	0.00		1,518.39	1,518.39		0.00
Sheridan Fire	T341	0.00		909.93	909.93		0.00
Polk Fire District #1	T351	0.00		13,008.95	13,008.95		0.00
Southwest Rural Fire	T361	0.00		6,160.24	6,160.24		0.00
West Valley Fire	T371	0.00		1,547.17	1,547.17		0.00
Hoskins Fire	T381	0.00		39.38	39.38		0.00
Dallas Cemetery	T401	0.00		366.47	366.47		0.00
Fircrest Cemetery	T411	0.00		129.72	129.72		0.00
Hilltop Cemetery	T421	0.00		269.35	269.35		0.00
Pedee Cemetery	T431	0.00		25.61	25.61		0.00
Polk Soil & Water Conservation	T505	0.00		1,309.94	1,309.94		0.00
Ash Creek Irrigation	T511	0.00		213.34	213.34		0.00
Eola Light	T521	0.00		21.05	21.05		0.00
Fire Patrol	T531/541	0.00		2,570.23	2,570.23		0.00
Mobile Home Ombudsman Fee	T551	0.00		52.34	52.34		0.00
Dallas School Dist #2	T601	0.00		48,248.20	48,248.20		0.00
Central School #13J	T611	0.00		43,348.00	43,348.00		0.00
Sheridan School Dist. #14J	T621	0.00		736.25	736.25		0.00
Perrydale School Dist. #21	T631	0.00		2,950.00	2,950.00		0.00
Philomath School #28J	T641	0.00		215.17	215.17		0.00
Salem School Dist. #24	T651	0.00		77,993.41	77,993.41		0.00
Willamina School #44J	T661	0.00		4,569.34	4,569.34		0.00
Amity School Dist. #45J	T671	0.00		2,111.47	2,111.47		0.00
Falls City School #57	T681	0.00		2,161.80	2,161.80		0.00
Salem Mass Transit	T701	0.00		7,140.93	7,140.93		0.00
Polk Extension Service District	T721	0.00		1,964.03	1,964.03		0.00
TOTAL TAX DISTRICTS		0.00	0.00	444,803.44	444,803.44	0.00	0.00
TOTALS		36,586,300.76	12,226,083.21	444,803.44	12,890,314.58	444,803.44	35,922,069.39

Cash and Investment Report -February 28, 2025

BANK ACCOUNT	BALANCE
Operating Accounts:	
Citizens Bank (1011)	2,487,611.79
Bank of America (payroll) (1010)	15,272.29
Investments:	
Local Government Investment Pool (1070)	32,270,334.55
Other Accounts and Cash:	
US Bank - bond account (acct 1029)	(1.20)
Citizens Bank (Inmate account 1025)	43,948.37
Citizens Bank (online tax collection 1028)	134,817.21
Citizens Bank (ADP payroll account 1033)	958,356.38
Cash on Hand (1280)	9,905.00
Petty Cash Funds (1290 & 1291)	1,825.00
TOTAL CASH - February 28, 2025	35,922,069.39



Contract Review Sheet

Staff Contact: _____ Department: _____

Title: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ _____

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

**COOPERATIVE IMPROVEMENT AGREEMENT
OR99W at Bethel Road (Polk County)
Polk County**

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

RECITALS

1. Pacific Highway West (OR99W), is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Bethel Road is a part of the county road system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS [810.080](#) State has the authority to establish marked pedestrian crosswalks on its highway facilities.
4. By the authority granted in ORS [810.210](#), State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
5. This Agreement will address maintenance and other responsibilities upon completion of State's OR99W at Bethel Road (Polk County) project, further defined in Terms of Agreement, Paragraph 1.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to State performing the OR99W at Bethel Road (Polk County) project, hereinafter referred to as "Project". The Project includes, but is not limited to, design and construction of left turn lanes west and east bound on OR99W, realignment of the OR99W at Bethel Road intersection to improve safety, and a water filtration strip on Bethel Road. The location of the Project is

approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. State is responsible for all costs of Project design and construction. State and Agency shall share maintenance responsibilities as set forth in Agency Obligations and State Obligations sections below.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance responsibilities until the facilities are reconstructed and for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years from the date the facilities are constructed as part of the Project. The Project shall be completed within two (2) calendar years following the date of final execution of this Agreement by both Parties.

AGENCY OBLIGATIONS

1. Agency agrees to State acquiring all right of way needed for construction of the Project. Upon completion of the Project, and in consideration of the improvements constructed as part of the Project, Agency agrees to accept any property transferred by the State that is no longer needed for the construction of the Project. If said property is no longer needed by Agency for public road purposes, it shall revert to ODOT.
2. Agency delegates, and State accepts, Agency's authority pursuant to ORS 758.010, ORS 758.025 and all relevant common law, statutes, ordinances, permits, and agreement terms, to cause to be relocated or reconstructed, all privately and publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portion of the Project upon lands within Agency's jurisdiction.
3. Upon completion of Project, Agency shall maintain the water filtration strips constructed within Bethel Road right of way as part of the Project.
4. All employers, including Agency, 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](#). Employer's Liability insurance with coverage limits of not less than \$500,000 each accident must be included. Agency shall ensure that each of its contractors complies with these requirements.
5. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not

limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

6. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable). Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
7. Agency acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of Agency.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
10. Agency's Project Manager for this Project is Todd Whitaker, Director of Public Works, Polk County, 820 SW Ash Street, Dallas, Oregon 97338; telephone (541) 623-9287; email: whitaker.todd@co.polk.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
2. State, or its consultant, shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary

by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which may interfere with the Project improvements.

3. State shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; ORS Chapter 35; Federal-Aid Policy Guide; Code of Federal Regulations (CFR), including but not limited to Title 23 CFR Part 710 and Title 49 CFR Part 24; and the ODOT Right of Way Manual.
4. Upon Project completion, State shall transfer to Agency, and Agency shall accept, any ownership interests State may have obtained for the Project on Agency's facilities. The method of conveyance will be determined by the Parties at the time of transfer and will be coordinated by State's Region Right of Way Manager. If said property is no longer needed by Agency for public road purposes, it shall revert to ODOT.
5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
6. State shall be responsible for all costs associated with construction and installation of the Project.
7. State shall be responsible for and maintain any Project elements constructed within State right of way, and Project inspection.
8. State's Project Manager for this Project is David Arana, Transportation Project Manager, Region 2, Area 3, 455 Airport Road SE, Salem, Oregon 97301; telephone: (503) 400-4176; email: David.Arana@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
9. State's District Office contact for this Project is Cole Mulls, District 3 Manager, 885 Airport Road SE, Salem, Oregon 97301; telephone: (503) 986-2900; email: Cole.F.Mullis@odot.oregon.gov; or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals, or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection Form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020A through 734-5020H to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:
[Oregon Department of Transportation : Roadway Assets & Inspection : Accessibility : State of Oregon](#)
- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,

- iv. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - c. Maintenance obligations in this section shall survive termination of this Agreement.
2. This Agreement may be terminated by mutual written consent of both Parties.
3. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
- a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity

for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. If Agency fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill Agency, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties,

notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
12. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

This Project is in the 2024-2027 Statewide Transportation Improvement Program (STIP), (Key #22708) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

Signature Page to Follow

POLK COUNTY, by and through its elected officials

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

Date _____

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

By _____
Agency Counsel

Date _____

Agency Contact:

Todd Whitaker, Director
Polk County Public Works Department
820 SW Ash Street
Dallas, Oregon 97338
(541) 623-9287
whitaker.todd@co.polk.or.us

State Contact:

David Arana, Transportation Project Manager
ODOT Region 2, Area 3
455 Airport Road SE, Building B
Salem, Oregon 97301
(503) 400-4176
David.Arana@odot.oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic Engineer

Date _____

By _____
District 3 Manager

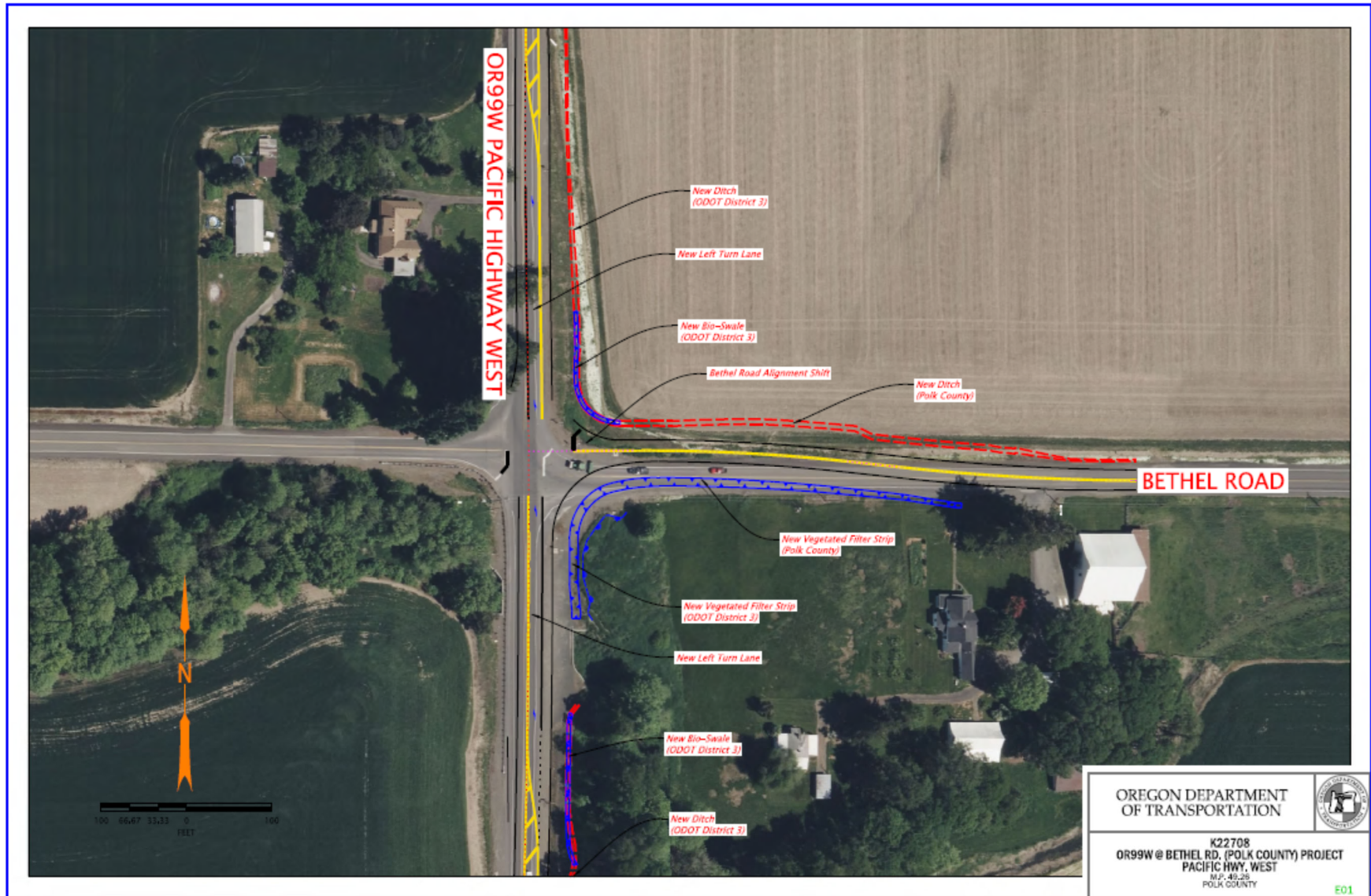
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map



Key No. 22708
04-08-22

