

TUESDAY WORK SESSION AGENDA
May 23, 2023
Courthouse Conference Room

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS (503-623-8173) AT LEAST 24 HOURS IN ADVANCE IF YOU NEED SPECIAL ACCOMMODATIONS TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.

Approximate Time

AGENDA

- | | |
|-----------|--|
| 9:00 a.m. | 1. CALL TO ORDER – PLEDGE OF ALLEGIANCE |
| | 2. COMMENTS (for items not on this agenda) |
| | 3. APPROVE MINUTES OF May 16, 2023 |
| | 4. STAR RECOGNITION AWARD – Flavio Tamayo |
| | 5. FALLS CITY THRIVES UPDATE – Martha Jirovec, Greg Oldham & Guy Mac |
| | 6. COST OF LIVING ADJUSTMENT FOR NON-REPRESENTED EMPLOYEES FOR FY2023-2024 – Greg Hansen |
| | 7. MID-WILLAMETTE VALLEY HOMELESSNESS ALLIANCE IGA – Greg Hansen |
| | 8. NON-LISTED ITEMS (Pursuant to ORS 192.640) |

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. The meetings are held in the Board of Commissioners' 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 of Commissioners 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, Oregon.

The Grand Ronde Sanitary District Board is meeting on May 31, 2023 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.

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.

POLK COUNTY BOARD OF COMMISSIONERS
TUESDAY MEETING MINUTES
May 16, 2023

1. At 9:00 a.m., Commissioner Pope declared the Tuesday meeting of the Polk County Board of Commissioners in session and led the Board and attending audience in the Pledge of Allegiance. Commissioner Mordhorst was present and Commissioner Gordon was absent.

2. COMMENTS (for items not on this agenda):

None.

3. MINUTES: **COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST
SECONDED TO APPROVE THE MINUTES OF May 9, 2023**

MOTION PASSED BY UNANIMOUS VOTE OF THE QOURUM.

4. OREGON DEPARTMENT OF FORESTRY UPDATE:

Jeff Classen, Unit Forester, & Michael Curran, District Forester, provided their yearly update to the Board of Commissioners. Mr. Classen provided a handout that highlighted where their headquarters are located, staffing information, and what they are responsible for in Oregon. The handout also talked about recent updates and changes to the Oregon Department of Forestry. Next, Mr. Classen provided an overview of last summers fire season and how many fires that occurred in Polk County. Mr. Curran also responded to some questions that Commissioner Pope had for them. Commissioner Mordhorst asked what percentage of employees are working in the office versus at home now. Mr. Curran stated that everyone is now back in the office.

5. NON-LISTED ITEMS - (Pursuant to ORS 192.640, the Board of Commissioners considered the below identified non-listed items.)

None.

Commissioner Pope adjourned the meeting at 9:53 a.m.

Minutes: Nicole Pineda
Approved: May 23, 2023

Special Thanks and Recognition

STAR

Nomination

Name of Nominee: Flavio Tamayo

Reason for Nomination: Flavio goes above and beyond in all that he does. He has saved the Fair money by researching Projects and companies to either do it himself or find the best, most affordable company. He pays attention and monitors every contractor as they are working on projects to make sure all mistakes get taken care of before they leave and we can't get them back.

He has come up with great ideas to upgrade our facility, and make it affordable for us. On top of this he has great customer service, he not only does His job in maintenance but helps in the office when we are short staffed.



Department Name: Fair

Department Head: Tina Andersen

Quarter of Nomination: 3

Luckiamute Community Building

Falls City Thrives



Front of the Building



The Main Room





Clinic Projects - Completed

- Heating & Cooling
- Electrical Work
- Washer & Dryer
- Cleaning out of old medical equipment
- Initial Permaculture Project for landscape
- Remove debris from basement
- Add safety items (smoke detectors, office locks, outdoor camera)
- Water Heater
- Window Treatments (safety)



Polk County Development Grant			\$30,000.00
Northside Electric	Electrical Work	\$1,100.00	
Custom Comfort	HVAC Installation	\$16,035.00	
Northside Electric	Electrical Work	\$627.47	
Decorated Wall	Main Room Curtains	\$6,003.00	
Hilltop Plumbing	Plumbing/Construction	\$3,000.00	
Kelly's Home Center	Washer/Dryer	\$2,359.87	
Hilltop Plumbing	Water Heater Repair	\$220.00	
Amazon	New Dryer wire and plug	\$20.59	
Northside Electric	Wiring for dryer	\$462.12	
		\$29,828.05	\$171.95

Volunteers Make the difference

- Building liaison 20+ hours per month
- Landscaping - Averages 25 hours per month (2-5 volunteers)
- Projects and events - It takes the village!!!!
- Grassroots fundraising





Business Development

- The Luckiamute Community Building is self sufficient
- 3 current tenants
- 1 open space
- Business Development class May 2023
 - Planning more
- Building partnerships to bring resources and opportunity to Falls City
 - Salem Health
 - Business Oregon
 - Polk County Health & Human Services
 - YMCA



Projects - Pending

- Pursue a grant to add programming to space for community health and wellness
- Living Room Furniture
- Permaculture project for sustainable
- Building & tenant signage
- Additional parking
- Create a Business or Job satellite office
- Window coverings for other rooms
- Pop up shop for local artists and entrepreneurs
 - Develop marketing tools

TO: NON-REPRESENTED EMPLOYEES
FROM: GREG HANSEN, ADMIN. OFFICER
DATE: MAY 23, 2023
SUBJECT: NON-REPRESENTED PAY & BENEFITS

The cost of living increase/benefits for non-represented employees for 2023-2024 are as follows:

1. The cost-of-living adjustment for the fiscal year is 4.0% effective July 1, 2023.

Health benefits will be paid 90% by the County and 10% by the employee.

Employees opting out of County health insurance coverage shall receive \$300.00/month. One insurance provider had a major increase Kaiser (9.0%) and PacificSource had a small increase (1.0%) this upcoming year.

2. Personal leave days for non-represented employees shall remain at five (5) personal leave days. These days (used in full day increments) must be used during the course of the fiscal year and shall not be carried over for future use.

If you have any questions about your benefits, please contact Matt Hawkins (ext. 1228) or Lynn Hall (ext. 1305).

RECOMMENDATION/DISCUSSION:

It is time to determine the Non-Represented COLA for the upcoming fiscal year. My recommendation is 4.0% based upon the following:

DSA and FOPPO - 3.0% July 1, 2023 and 2.0% on January 1, 2024

Deputy DA - 4.0% July 1, 2023

AFSCME - General - 3.0% July 1, 2023

AFSCME – BH - 1.5% plus a step

Also, AFSCME received numerous salary adjustment increases over the past year.

INTERGOVERNMENTAL AGREEMENT
Between
POLK COUNTY, OREGON and the
ORS 190 ENTITY, MID-WILLAMETTE VALLEY HOMELESS ALLIANCE

1. PARTIES TO AGREEMENT

This Agreement is between Polk County, a political subdivision of the state of Oregon, ("Polk") and the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("ORS 190 Entity"), and this agreement is made pursuant to ORS Chapter 190.

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Polk will provide financial and budgetary services to the ORS 190 Entity. These services are further described in Exhibit A which is hereby incorporated into this agreement.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period commencing upon all signatures and ending on June 30, 2024 unless terminated or extended as provided herein.

3.2 This Agreement may be extended by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person. 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. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

4.1 Under the terms of this agreement, the parties shall designate a central point of contact for all communications required to effectuate the services and support contemplated under this agreement.

4.2 Polk shall perform the tasks assigned to it in Exhibit A for the ORS 190 Entity for an amount of \$8,500 per month.

4.3 The ORS 190 Entity shall perform the tasks assigned to it in Exhibit A for Polk in consideration for the services provided by Polk.

4.4 At all times under this agreement, individuals either employed or volunteering at Polk to perform services under this agreement shall be agents of Polk. No individual at Polk performing services under this agreement shall be considered an employee or agent of the

ORS 190 Entity nor shall they be entitled to any rights and/or benefits conferred to ORS 190 Entity employees.

5. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws, ordinances, and Contracts from the State of Oregon 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.

6. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties. For any and all claims against either Polk or the ORS 190 Entity from a third party, each party agrees to defend and indemnify each other for any and all claims arising from the actions of their employees and/or agents.

7. INSURANCE AND RISK MANAGEMENT

Each party shall insure or selfinsure 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).

8. 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 terms and conditions.

9. NOTICES

Any notice required to be given the Polk or the ORS 190 Entity under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

ORS 190 Entity, MWVHA, c/o MWVCOG:

ATTN: Board President
100 High St. SE, Suite 200
Salem, OR 97301
Phone: 503-588-6177
Email: mwvcog@mwvcog.org

Polk:
Greg Hansen
Polk County Administrative Officer
850 Main St.
Dallas, OR 97338

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.

ORS 190 ENTITY, MID-WILLAMETTE VALLEY HOMELESS ALLIANCE



Signature

Jeremy Gordon, President
Print Name

Phone: (503) 588-6177
Fax: (503) 588-6094
E-mail: gordon.jeremy@co.polk.or.us

POLK COUNTY SIGNATURE

Signature

Print Name

Phone: _____
Fax: _____
E-mail: _____

**EXHIBIT A
SCOPE OF WORK
RESPONDING TO THE GOVERNOR'S EXECUTIVE ORDER 23-02**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
POLK COUNTY
AND THE ORS 190 ENTITY, MID-WILLAMETTE VALLEY HOMELESS ALLIANCE**

Polk County shall undertake the following items in support of the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance under this Agreement:

1. Maintain copies of local provider contracts and other contracts for goods and services supported by funds provided under the Governor's Executive Order 23-02.
2. Re-verify that local provider contracts meet contract paperwork requirements.
3. Track expenditures submitted by each local provider and authorize the Mid-Willamette Valley Council of Governments (COG) to make payments.
4. Review COG financial reports with grant tracking records.
5. Compile information, upon request, for reporting purposes; e.g., to the State of Oregon, auditors, and COG.

The ORS 190 Entity, Mid-Willamette Valley Homeless Alliance, shall undertake the following in support of Polk County's work under this agreement:

1. Verify that local provider contracts have completed paperwork; e.g., insurance certificates, signatures, exhibits, prior to authorizing payment for services.
2. Provide Polk County with monthly reports by the 10th day following month close, including but not limited to two bank reconciliations and revenue and expenditure reports.
3. Maintain financial records and documentation by provider and allowable expense categories.
4. Hire or retain by contract sufficient staff or contractors to perform the ORS 190 Entity's responsibilities under this agreement.