

POLK COUNTY BOARD OF COMMISSIONERS

DATE: January 22, 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 Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on February 3, 2025 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 15, 2025**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. RECLASSIFICATION OF AN EMPLOYEE – Matt Hawkins**
- 8. POLK COUNTY FAIRGROUNDS OPERATING LEVY & RESOLUTION NO. 25-03 – Greg Hansen**

CONSENT CALENDAR

- a) Polk County Contract No. 25-08, Perrydale School District
(Jennifer Segovia, Family & Community Outreach)
- b) Polk County Order No. 25-02, in the matter of imposing speed restrictions
On Black Rock Road
(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 January 15, 2025

1. CALL TO ORDER & ATTENDANCE

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

Staff present: Greg Hansen
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.

3. COMMENTS

None

4. APPROVAL OF AGENDA

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

MOTION PASSED BY VOTE OF THE QUORUM.

5. APPROVAL OF MINUTES OF January 8, 2025

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF January 8, 2025.

MOTION PASSED BY VOTE OF THE QUORUM.

6. APPROVAL OF CONSENT CALENDAR

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

MOTION PASSED BY VOTE OF THE QUORUM.

7. RECLASSIFICATION OF AN EMPLOYEE

Matt Hawkins, Admin Services Director, is recommending the reclassification of a Deputy District Attorney I to Deputy District Attorney II. Should the reclassification be approved, it would be effective January 1, 2025 and have a fiscal impact to the FY2024-2025 budget of approximately \$5,000 including PERS contribution should it be for 12 months.

APPROVED BY CONSENSUS OF THE QUORUM

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

- a) **Polk County Contract No. 25-04, Employment Agreement
(Greg Hansen, Administrative Officer)**

There no need for an executive session and Commissioner Mordhorst adjourned the meeting at 9:04 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner



HUMAN RESOURCES

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

MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Admin. Services Director
DATE: January 13, 2025
SUBJECT: Reclassification of a Payroll Clerk I

Wednesday – January 22, 2025 (5 minutes)

RECOMMENDATION:

The Board of Commissioners approve the reclassification of a Payroll Clerk I.

ISSUE:

Shall the Board approve the reclassifications?

DISCUSSION:

It is recommended that Kayla Cope-Moehlmann be reclassified from a Payroll Clerk I to a Payroll Clerk II. Kayla has gained the knowledge and experience required for this reclassification since moving into the position in June of 2023. Katlyn D'Agostini, Finance Director, has requested this reclassification to support Kayla's continued growth and experience.

Kayla is currently at step 4 of the Payroll Clerk I position which is \$5,033 monthly. If the reclassification is approved, she will move to step 2 of the Payroll Clerk II position which is \$5,233.

Should the reclassification be approved, it would be effective February 1, 2025.

FISCAL IMPACT:

This reclassification will have an impact on the budget for FY 24-25 of approximately \$3,200 including PERS contribution should it be for 12 months.



POLK COUNTY

POLK COUNTY COURTHOUSE * DALLAS, OREGON 97338-3177
(503) 623-8173 * FAX (503) 623-0896

BOARD OF COMMISSIONERS

Commissioners
CRAIG A. POPE
JEREMY GORDON
LYLER MORDHORST

GREGORY P. HANSEN
Administrative Officer

TO: BOARD OF COMMISSIONERS

FROM: GREG HANSEN, ADMIN. OFFICER

DATE: JANUARY 15, 2025

SUBJECT: POLK COUNTY FAIRGROUNDS OPERATING LEVY

RECOMMENDATION:

The Polk County Board of Commissioners approve Resolution 25-03 which places on the ballot for the May 13, 2025 election a local option tax (operating levy) of five (5) years and at a rate not exceed \$0.15/\$1,000 for the Polk County Fairgrounds & Event Center to address operational and maintenance needs.

ISSUE:

Should the County Board of Commissioners place on the ballot a Fairgrounds & Event Center local option tax (operating levy) for the May 13, 2025 election?

BACKGROUND:

On November 12th the Polk County Fair Board voted to move a Local Option Tax forward to the Board of County Commissioners to consider placing on the May 2025 election an operating levy for the Polk County Fairgrounds.

On January 8, 2025, the County held a public hearing to hear testimony on the matter and at the conclusion of the hearing voted to move the ballot measure process forward to the voters at a May election.

Over the past four (4) years the Fairgrounds has made significant improvements to their facilities. Those improvements were made with monies from the State, ARPA, and Polk County General Fund. Unfortunately, those sources of revenue will either be going away (ARPA) or are not stable (State/Polk County).

Recently, a project list was developed for the next five years which totals \$4 million. The list (attached) includes required improvements (electrical, asphalt replacement, HVAC upgrades) and other improvements such as Main building, relocation of the maintenance shed and main office and lastly the development of a amphitheater/stage area in the northwest corner of the Fairgrounds property.

In our opinion, the only way to address these needs/improvements is through a new source of revenue. The best option for that revenue source is through a Local Option Tax (operating levy).

For that to occur, the Board of Commissioners must go through a public hearing process and pass a Resolution placing it on the ballot for consideration by the voters of Polk County (attached timetable).

QUESTIONS:

There will be some questions centered on the need for this levy. The following are some of the most likely asked questions:

1. **Why are we seeking a Local Option Tax (operating levy) for the Polk County Fairgrounds?** As the costs associated with operations and maintenance continue to increase and the ability for the County General Fund to pay for these costs, it is apparent that for the Fairgrounds to continue to provide services in the future, supplemental revenue is necessary.
2. **What would the tax rate be?** A levy rate of \$0.15/\$1,000 would generate approximately \$1,237,500 in the first year and would grow by 3%-4% annually thereafter for the next four (4) years.
3. **How many years would the levy be?** Five (5) years. A levy of this length would get us through June of 2029-30.

ALTERNATIVE:

The following are alternatives to consider:

1. Authorize a Local Option Tax (operating levy) as proposed by the Fair Board. Requires staff to put together the proper paperwork and public hearings to put it on the May 2025 election.
2. Go forward with a May 2025 election, but change the amount of the levy that we are seeking. Recommend a range not to exceed \$0.175/\$1,000 and not lower than \$0.10/\$1,000.
3. Not seek operating levy and live within existing funding. The result would be to push out necessary maintenance and infrastructure upgrades at the Fairgrounds complex.

FISCAL IMPACT:

The revenue generated with an operating levy is dependent upon the amount of the tax rate. A tax rate of \$0.15/\$1,000 would generate approximately \$1,200,000 in its initial year and allow the County to maintain current operations/maintenance and make improvements to the Polk County Fairgrounds.

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

6 In the matter of calling a Measure Election)
7 to submit a local option tax (operating levy))
8 measure to the voters of the County to)
9 authorize funding for the Polk County)
10 Fairgrounds & Event Center to address)
11 operational and maintenance needs at the)
12 site.)
13

14 **RESOLUTION NO. 25-03**
15

16 **WHEREAS**, the Polk County Board of Commissioners desires to submit a local option tax (operating levy)
17 measure to the voters of the County to fund operational and maintenance needs at the Polk County Fairgrounds & Event
18 Center; and
19

20 **WHEREAS**, Polk County Board of Commissioners conducted a public hearing on January 8, 2025 regarding the
21 topic of the Fairgrounds & Event Center levy. The hearing was properly published and the hearings were held and
22 testimony was heard, and that pursuant to provisions of ORS 280.060, the Board has the authority to impose a five-year
23 local option tax in an amount not to exceed \$0.15/\$1,000 assessed value upon authorization by the majority of the legal
24 voters of Polk County voting in the May 13, 2025, General Election, and that the Board finds that it would be in the best
25 interests of the people of Polk County to proceed immediately to place this matter on the General Election Ballot;
26

27 **NOW, THEREFORE, IT IS HEREBY RESOLVED:**
28

29 Section 1. That a measure election is hereby called to submit to the voters the ballot measure attached to this
30 Resolution as Exhibit "A." This ballot measure is for a five year local option tax for the purpose of funding operational and
31 maintenance needs at the Polk County Fairgrounds & Event Center. The estimated outlay is included in the attached
32 Exhibit.
33

34 Section 2. That the measure election shall be held in the County on Tuesday, May 13, 2025. As authorized by the
35 County Clerk of Polk County, Oregon and the Oregon Secretary of State, the election shall be conducted by mail as
36 provided by law.
37

38 Section 3. That the County directs the Administrative Officer to deliver to the elections officer of Polk County,
39 Oregon no later than February 28, 2025 a Notice of Measure Election in substantially the form attached hereto, which by
40 this reference is incorporated herein by County staff and for staff to complete any other necessary paperwork to place the
41 above referenced local option tax upon the May 13, 2025 ballot.
42

43 Dated this _____ day of _____, 2025, at Dallas, Oregon.
44

45 **POLK COUNTY BOARD OF COMMISSIONERS**
46

47
48 _____
49 Craig Pope, Chair
50

51
52 Approved as to Form:
53

54 _____
55 Lyle Mordhorst, Commissioner
56

57 _____
Morgan Smith
County Counsel

Exhibit A

**NOTICE OF LOCAL OPTION TAX
POLK COUNTY, OREGON**

Notice is hereby given on Wednesday, January 8, 2025, that a measure election will be held in Polk County, Oregon on Tuesday, May 13, 2025.

The following shall be the ballot title of the measure to be submitted to the county's voters.

CAPTION: (10 words)

**POLK COUNTY FAIRGROUNDS & EVENT CENTER
LOCAL OPTION TAX**

QUESTION: (20 words)

Shall Polk County authorize a five-year Fairgrounds/Event Center local option tax of up to \$0.15/\$1,000 assessed value beginning 2025-26?

This measure may cause property taxes to increase more than three percent.

SUMMARY: (175 words)

This measure authorizes Polk County to levy a five (5) year local option tax of up to \$0.15/\$1,000 assessed value beginning in 2025 for the purpose of providing funding to the Polk County Fairgrounds & Event Center for operations, maintenance and improvements.

Monies generated from the local option tax will be used for the operations and maintenance of the facility (approximately 25% annually), and the remaining monies will be utilized to make improvements to the electrical system, the resurfacing of the parking areas, replacing interior walkways and paths, interior/exterior improvements to the main building, HVAC upgrades for multiple buildings, the relocation of the maintenance shed, construction of a new main office where the maintenance shed was located, and the building of a new amphitheater/stage in the northwest corner of the property.

The authorization of this measure will impact a property with an Assessed Value of \$300,000 (not Real Market Value) by increasing your current property taxes by \$45.00 in year one of the measure.

The \$0.15/\$1,000 local option tax will generate \$1,200,000 in 2025, \$1,248,000 in 2026, \$1,298,000 in 2027, \$1,348,000 in 2028, and \$1,400,000 in 2029 for a total of \$6,494,000. The estimated tax cost for this measure is an ESTIMATE ONLY based on the best information available from the County Assessor at the time of estimate and may reflect the impact of early payment discounts, compression, and the collection rate.

Request for Ballot Title

Preparation or Publication of Notice

SEL 805rev 01/16
OAR 165-014-0005

No later than the **80th day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

Filing Information

Election Date

May 13, 2025

Authorized Official

Greg Hansen, Administrative Officer

Contact Phone

503-623-8173

Email Address

hansen.greg@co.polk.or.us

Referral Information

Title, Number or other Identifier

Polk County Fairgrounds& Event Center Local Option Tax

This Filing is For☐ Drafting of Ballot Title Attach referral text.☒ Publication of Notice Ballot title below.

Ballot Title Additional requirements may apply

Caption 10 words which reasonably identifies the subject of the measure.

POLK COUNTY FAIRGROUNDS & EVENT CENTER LOCAL OPTION TAX

Question 20 words which plainly phrases the chief purpose of the measure.

Shall Polk County authorize a five-year Fairgrounds/Event Center local option tax of up to \$0.15/\$1,000 assessed value beginning 2025-26?
This measure may cause property taxes to increase more than three percent.

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

This measure authorizes Polk County to levy a five (5) year local option tax of up to \$0.15/\$1,000 assessed value beginning in 2025 for the purpose of providing funding to the Polk County Fairgrounds & Event Center for operations, maintenance and improvements.

Monies generated from the local option tax will be used for the operations and maintenance of the facility (approximately 25% annually), and the remaining monies will be utilized to make improvements to the electrical system, the resurfacing of the parking areas, replacing interior walkways and paths, interior/exterior improvements to the main building, HVAC upgrades for multiple buildings, the relocation of the maintenance shed, construction of a new main office where the maintenance shed was located, and the building of a new amphitheater/stage in the northwest corner of the property.

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By signing this document:

→ I hereby state that I am authorized by the county or city governing body to submit this Request for Ballot Title – Preparation or Publication of Notice.

Signature**Date Signed**



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: _____

INTERGOVERNMENTAL AGREEMENT
POLK COUNTY AND PERRYDALE SCHOOL DISTRICT
FOR SCHOOL BASED MENTAL HEALTH SERVICES

THIS AGREEMENT is entered into and shall be effective on September 30, 2024, by and between Polk County ("Polk County") and Perrydale School District ("District").

RECITALS

WHEREAS, Polk County and District are units of local government, as that term is defined in ORS 190.003; and

WHEREAS, ORS 190.010 provides that units of local government may enter into written agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform;

WHEREAS, Polk County and District recognize a critical need to provide mental health support services for students to enrich the lives of school-age children of the County; and

WHEREAS, Polk County and District wish to enter into an agreement which provides for staff and families who will assist both District and Polk County in serving the school age children of Polk County; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties enter into the following:

AGREEMENT

1. Purpose of and Effective Date of Contract.

- a. The purpose of this Contract is to provide School Based Mental Health services to students and families of Perrydale School District through the ongoing employment of 1 FTE Mental Health professional staff.
- a. This Contract becomes effective upon execution by both parties. The contract effective dates are October 1, 2024, through June 30, 2025. Any renewals and/or changes to this agreement must be in writing, in the form of an amendment to this Contract and signed by both parties.

2. Duties and Responsibilities
See Appendix "A"

3. Polk County Supervision. Polk County is the employer of these employees and is responsible for supervisory oversight of these employees. Polk County will handle all human resources functions including hours and benefits, grievances, employment disputes and all wages, hours and benefits. Polk County will also provide a designated supervisor for the School Based Mental Health Program who will provide supervision for employees, consultation and resource information to the district administration, Crisis Response Team (Flight Team) leadership, Level 2 Threat Assessment support, assistance in accessing services through Polk County Behavioral Health, and serve as a liaison for coordination of school based mental health services and Central School District.
4. Criminal Background Check. Polk County will ensure the District a criminal background check is completed and passed by all employees and interns.
5. Workers' Compensation Insurance. Polk County and District agree that this employee shall be an employee of Polk County for purposes of workers' compensation insurance. Polk County agrees to administer all workers' compensation claims and to defend and hold harmless District for workers' compensation claims incurred while employee is injured at either employment site.
6. Health Care Benefits for Employees (ORS 279.31 5). Polk County shall offer health care benefits to all employees who are performing services previously performed by public employees if the conditions specified in ORS 653.767 require such payment. Benefits must equal or exceed those benefits specified in ORS 279.315 (3). This clause does not apply to contracts for temporary, non-ongoing or nonrecurring contracts.
7. Americans with Disabilities Act Compliance. Polk County will comply and does comply with all relevant provisions of the Americans with Disabilities Act, to the extent required by the Act.
8. Term of the Agreement. The parties agree that this agreement shall be in effect for one year. It is understood that this contract will be re-negotiated for renewal for the 2025-26 fiscal year. It is further agreed that any renewal will be for a period of not less than 12 months. Rates to be negotiated shall not be less than the current rate of salary for the County of School Based Mental Health Staff, as well as taxes and fringe benefits of the average cost by Polk County at the time of renewal. There will be an additional agreed upon rate for management and administration.
9. FERPA COMPLIANCE. District and Polk County agree that County employees providing school based health services for the District pursuant to this agreement shall be considered school officials for the purposes of the protections for student records mandated by the Family Education Rights and Privacy Act (20 USC 1231(g)) (collectively referred to as FERPA, which records are specifically exempted from the Privacy regulations of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively

referred to as HIPAA). The County will ensure that its employees maintain the confidentiality of student information under the Family Educational Rights and Privacy Act ("FERPA"). County staff that obtain or learn confidential information while providing services under this Agreement shall not disclose such information to third parties unless parent/guardian written consent has been obtained. FERPA prohibits the re-disclosure of confidential student information. Except in very specific circumstances, the County shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that the County may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. The County is not to re-disclose information without prior written notification to and written permission of the District.

-

10. Indemnification.

- a. Polk County and District are each independent governmental agencies. District agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its officers, directors and employees (collectively, County) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by District's performance of services under this Agreement and that of its employees or anyone for whom District is legally liable. The County agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless District, its officers, directors, employees and volunteers (collectively, District) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's acts in connection with this agreement and the acts of its officers, agents, employee, volunteers or anyone for whom the County is legally liable. Neither the County nor District shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.
- b. Both Polk County and District shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. Either party may satisfy this requirement by self-insurance.
- c. Polk County and District agree that District's liability insurance will be primary for any claims arising out of acts or omissions of the school staff.

11. Assignment. Neither party to this agreement may assign its interest in the agreement without the express written consent of the other party.

12. Compliance with Laws. During the entire term of this agreement, the parties shall comply in every respect with all laws, rules and regulations of the State of Oregon as well as agency policies affecting their rights and responsibilities under the contract.
13. Waiver. No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.
14. Contract Disputes. The parties agree that any disagreement regarding the interpretation, meaning or affect or any provision of this agreement shall be settled by arbitration if so requested by either party in writing. The arbitration decision will be binding upon the parties. The cost of such arbitration shall be shared equally between the parties.
15. Termination or Suspension of Performance. This Intergovernmental Agreement may be terminated under the following conditions:
- a. By mutual consent of both parties, or by either party on 30 days' notice, in writing and delivered by certified mail or in person;
 - b. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination;
 - c. The parties agree to promptly settle all accounts existing from work performed under this contract upon termination.
16. Integration Clause. The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding upon the other party except to the extent incorporated in this agreement.
17. Modifications. No modification of this agreement shall be binding upon the parties unless reduced to writing.

POLK COUNTY

Date: _____

By: _____
Polk County Representative

PERRYDALE SCHOOL DISTRICT

Date: 10/1/2024

By: 
Perrydale School District Representative

Appendix A

School District Services

Perrydale School District agrees to:

1. Allow for Polk County staff to primarily focus on providing mental health services to students
 - a. Invite staff to school meetings as appropriate (i.e: All Staff/SIT/PBIS/IEP)
2. Provide mental health staff with appropriate confidential and consistent office space for individual and group work, and a reasonable level of office/clerical/technical support.
3. District agrees to participate in the identification and screening of students who may benefit from School Based Mental Health services and will provide referrals as needed. District will provide access to students and their pertinent records when identified.
4. District will have the opportunity to participate in the hiring process.
5. District will give Polk County input on the staff's job performance.
6. Reimburse Polk County in the amount of \$80,000 for the 2024-25 academic year for mental health services and support as indicated.

To be paid in equal allotments.

 - a. Cost breakdown: Wages, insurance, and benefits \$77,000; Mileage, training, administration and supplies \$3,000

Polk County Services

Polk County agrees to:

1. Provide the following FTE:
 - a. 1 Mental Health Associate to serve K-12 students as needed
2. Contract days for staff are to be from October 1, 2024- June 20, 2025.
3. Provide clinical supervision to all team members on an ongoing and regular basis
4. Address corrective staffing issues as needed with the support of building administration
5. Provide mental health skills training to individuals, groups and families as needed and as assigned by school and county personnel, and upon self-referral from clients and families within the district's assigned schools. Group skills training may include, but is not limited to, assistance in the development of skills in anger management, life/academic skills, healthy relationships, peer relationships, anti-bullying, and other identified topic areas.
6. Attend Service Integration Meetings and assist district in accessing county and community resources
7. Maintain appropriate records of services provided within a secure Electronic Health Record system.
8. Provide crisis intervention and screenings on an as-needed basis during normal working hours. Crisis intervention after hours will be routed through Polk County's assigned crisis intervention team. Staff will conduct crisis intervention through Crisis Response Team (formally known as Flight Team) leadership and support, Level I suicide screenings, Level I and Level 2 threat assessments, and through grief

- and loss support to students and families.
9. In addition to providing individual and group services as noted in 2c, staff will provide prevention and early intervention services to assigned schools through classroom presentations, school assemblies, and through special events when requested by school administration.

Special Conditions:

1. Polk County agrees to support employees to promote positive school environments and collegial relationships by:
 - a. Attending school staffing's as requested;
 - b. Attending and consulting at Student Services Team (SST) and Individualized Education Program (IEP) child meetings when appropriate
 - c. Participating in MTSS (Multi-Tiered Systems of Support) meetings, PBIS (Positive Behavior Intervention and Supports) and building wide programs as requested
 - d. Attending parent meetings as requested;
 - e. Seek meetings as needed with appropriate school personnel.
2. Polk County employees shall assist school personnel in dealing with students in crisis. Employees shall respond to requests by school staff to provide therapeutic crisis intervention, without the use of physical restraint measures. Employees may also participate in Level 1 and Level 2 Student Threat Assessments.
3. District understands that Polk County School Based Mental Health Staff have duties and expectations that necessitate time out of the school building; these duties and expectations will average approximately eight (8) hours per month, this is in addition to scheduled training(s) and personal/family emergencies or use of vacation/sick leave. Examples of duties include but are not limited to: clinical supervision, twice monthly School Based Mental Health staff meetings, assigned Service Integration Team, and occasional training and staff development opportunities. Staff have accrued sick and vacation time that may also lead to additional time out of the building. In these instances, a substitute will not be provided by the county unless time missed exceeds ten working days. The county will work to place a substitute in the district if the absence exceeds 10 working days.



POLK COUNTY

820 S.W. ASH STREET * DALLAS, OREGON 97338-2112
(503) 623-9287 * FAX (503) 623-0897

PUBLIC WORKS

MEMORANDUM

TO: Board of Commissioners
FROM: Todd Whitaker, Public Works Director
DATE: January 22, 2025
SUBJECT: Black Rock Road Temporary Speed Zone

Wednesday: Consent Calendar
January 22, 2025

RECOMMENDATION:

That the Board instructs the Public Works Department to establish a temporary speed zone with appropriate signage, and commence to conduct a speed zone investigation within 180 days in conformance with Order No. 25-02 on Black Rock Road.

ISSUE:

Shall the Board approve the recommendation of Polk County Public Works and approve the temporary speed zone?

BACKGROUND:

Public Works requests a temporary speed zone as a result of rebuilt roadway conditions in accordance with ORS 810.180 (8). With the recent FLAP Project completion, the change in roadway surface is likely to increase speeds on the road which narrows to 20' west of the new bridge with significant curves.

DISCUSSION:

ODOT Speed Zone Manual requires a speed investigation be performed within 6 months of the new roadway being open to traffic, after the road has been opened for a period of time. ODOT staff advises to wait to perform the investigation until traffic is able to normalize. The area is currently under basic rule and the temporary speed zone establishes a 25 MPH limit.

FISCAL IMPACT:

Approximately \$200 for installing two speed limit signs, posts, and anchors.

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

10
11 In the Matter of Imposing)
12 Speed Restrictions on)
13 Black Rock Road)

14
15 **ORDER NO. 25-02**
16

17 **WHEREAS**, the Polk County Public Works Director has advised that a 25 MPH speed limit on
18 Black Rock Road from milepost 0.49 to milepost 1.02 is necessary for public safety due to recent road
19 and bridge construction, and
20

21 **WHEREAS**, Polk County wishes to establish a temporary speed zone in accordance with ORS
22 810.180 (8) on Black Rock Road by delegated authority under ORS 810.180 (5) (f), and
23

24 **WHEREAS**, the Polk County Board of Commissioners is authorized to direct Public Works to
25 post speed limit signs in the affected area; now, therefore
26

27 **IT IS HEREBY ORDERED** that Public Works shall erect speed limit signs on Black Rock
28 Road and provide the necessary speed investigation required by rule within 180 days in accordance with
29 this Order.
30

31 Dated this 22nd day of January 2025, at Dallas, Oregon.
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33 **POLK COUNTY BOARD OF COMMISSIONERS**
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37 _____
38 Craig Pope, Chair
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43 Jeremy Gordon, Commissioner
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48 Lyle Mordhorst, Commissioner
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52 Approved as to Form:
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County Counsel