POLK COUNTY BOARD OF COMMISSIONERS

DATE: August 6, 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

- 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 Homeless Prevention Advisory Council (AKA P.A.T.H.S) will be meeting on August 13, 2025 from 12:00 pm to 2:00 pm located at 1407 Monmouth Independence Hwy, Monmouth OR 97361.
- 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 July 30, 2025
- 6. APPROVAL OF CONSENT CALENDAR
- 7. CENTER STREET BRIDGE: ODOT PRESENTATION Anna Henson

CONSENT CALENDAR

 Polk County Contract No. 139, Central School District Dana Goodale, SBMH Supervisor)

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.

DUBLIC HEADING FORMAT

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 July 30, 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 Gordon was present and Commissioner Mordhorst was absent.

Staff present: Greg Hansen, Administrative Officer

Morgan Smith, County Counsel

2. ANNOUNCEMENTS

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The Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on August 4, 2025 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER POPE SECONDED, TO

APPROVE THE AGENDA.

BOTH VOTED YES.

MOTION PASSED BY VOTE OF THE QUORUM.

5. APPROVAL OF MINUTES OF July 23, 2025

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER POPE SECONDED, TO

APPROVE THE MINUTES OF July 23, 2025.

BOTH VOTED YES.

MOTION PASSED BY VOTE OF THE QUORUM.

6. APPROVAL OF CONSENT CALENDAR

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER POPE SECONDED, TO

APPROVE THE CONSENT CALENDAR.

BOTH VOTED YES.

MOTION PASSED BY VOTE OF THE QUORUM.

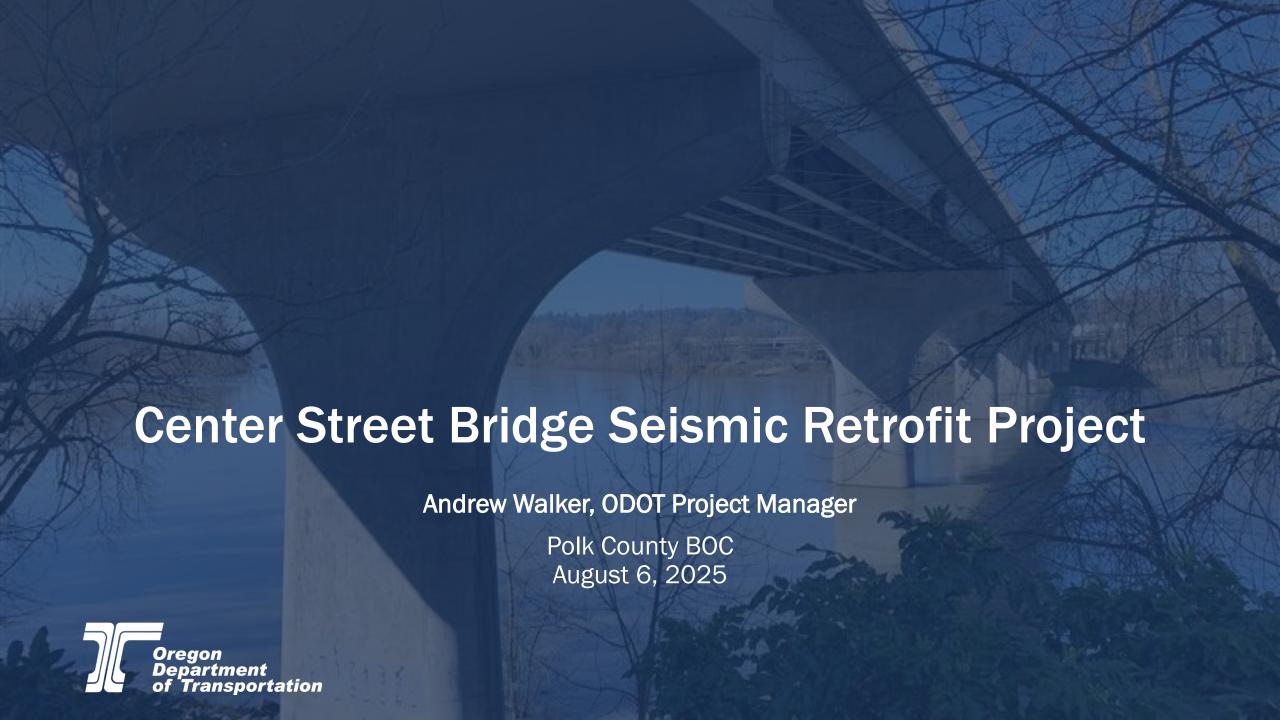
The following items were approved by Motion under <u>5. APPROVAL OF CONSENT CALENDAR</u>:

- a) Polk County Contract No. 25-132, Western Oregon University (Rosana Warren, Behavioral Health)
- b) Polk County Contract No. 25-134(Amendment 3 to 17-107) (Todd Whitaker, Public Works Director)
- Polk County Contract No. 25-136, Oregon Dept of Human Services
 (Rosana Warren, Developmental Disabilities)
- d) Polk County Contract No. 25-137, Salem Health West Valley (Rosana Warren, Behavioral Health)

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:03 a.m.

POLK COUNTY BOARD OF COMMISSIONERS
Craig Pope, Chair
January Condon Commission or
Jeremy Gordon, Commissioner
Lyle Mordhorst, Commissioner

Minutes: Nicole Pineda Approved: August 6, 2025



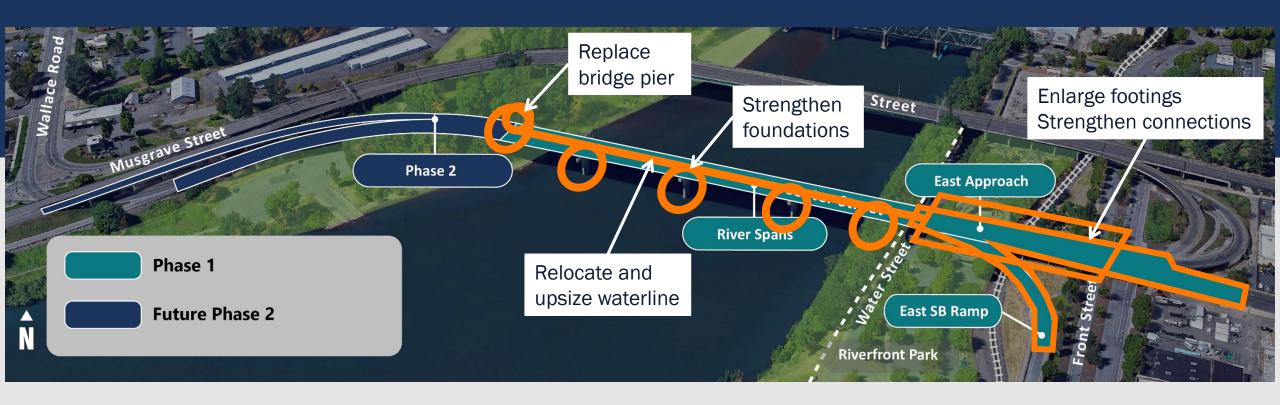


Agenda

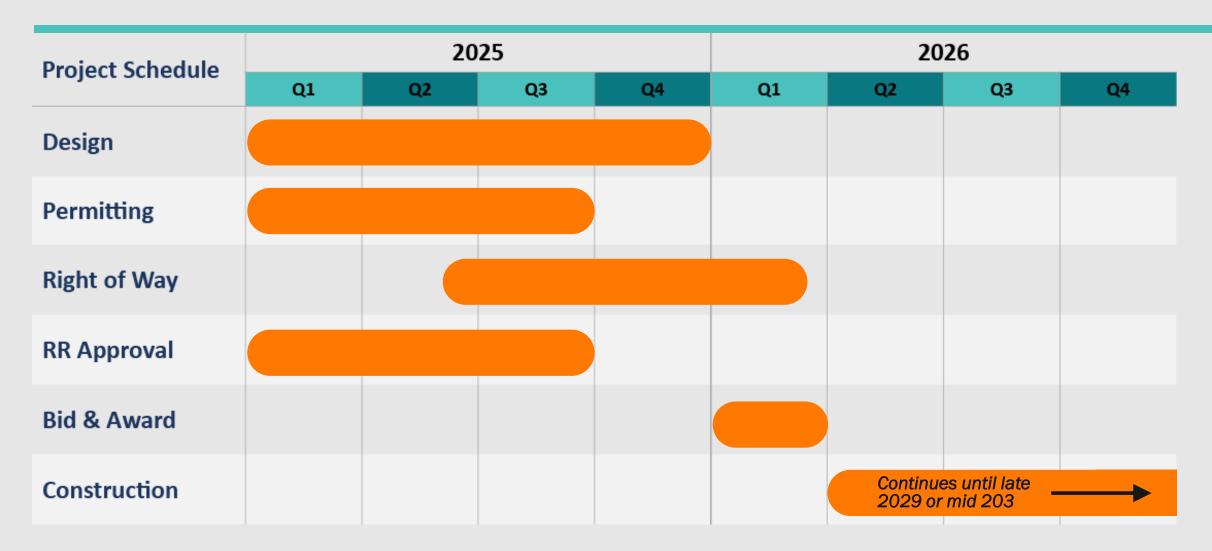
- Project overview.
- Project schedule.
- Anticipated impacts.
- Construction schedule.
- Traffic Impacts.
- EMS Coordination.

Questions.

Project Overview - Phase 1



Phase 1 Schedule



Anticipated Impacts



Construction Schedule



- 2026 Waterline relocation, work platforms from Wallace, cofferdams.
- 2027 Start east side bridge construction. Continue in-water activities.
- 2028 Continue east side construction. Complete work in Wallace. Waterline upgrade on bridge
- 2029/2030 Finish in-river and east side work. Reconstruct parking lot.
- **Based on working assumptions. Actual construction will vary.

Questions?



Andrew Walker Project Manager



503-949-5301



andrew.j.walker@odot.oregon.gov



Visit the project webpage at https://direc.to/mE6d (case sensitive) or by scanning the QR code with your smartphone camera.



Contract Review Sheet

Staff Contact:	Department:	
Title:	Consent Calendar Date:	
Contractor Name:		
Address:		
City, State, Zip:		
Effective Dates - From:		
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 shou	ald be sent to the following:	
Name:	E-mail:	
Name:		
Name [.]	F-mail·	

INTERGOVERNMENTAL AGREEMENT POLK COUNTY AND CENTRAL SCHOOL DISTRICT 13J FOR SCHOOL BASED MENTAL HEALTH SERVICES

THIS AGREEMENT is entered into and shall be effective on July 1, 2025, by and between Polk County ("Polk County") and Central School District 13J ("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 the Central School District through the ongoing employment of 5 FTE Mental Health Staff.
 - b. This Contract becomes effective upon execution by both parties. The contract effective dates are July 1, 2025 through June 30, 2026. 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. <u>Polk County Supervision</u>. 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. <u>Criminal Background Check.</u> Polk County will ensure District a criminal background check is completed and passed by all employees and interns.
- 5. <u>Workers' Compensation Insurance.</u> 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. <u>Americans with Disabilities Act Compliance.</u> 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 2026-27 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. <u>FERPA COMPLIANCE</u>. 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. <u>Assignment.</u> Neither party to this agreement may assign its interest in the agreement without the express written consent of the other party.
- 12. <u>Compliance with Laws.</u> 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. <u>Waiver.</u> 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. <u>Contract Disputes.</u> 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. <u>Termination or Suspension of Performance</u>. 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;
 - 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. <u>Integration Clause</u>. 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. <u>Modifications.</u> No modification of this agreement shall be binding upon the parties unless reduced to writing.

POLK COUNTY	CENTRAL SCHOOL DISTRICT 13J
Date:	Date:07/28/2025
By:Polk County Representative	By: Central School District Representative

Appendix A

School District Services

Central 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: MTSS/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 \$593,250 for the 2025-26 academic year for mental health services and support as indicated. To be paid in equal 1/12 allotments.
 - a. Cost breakdown:
 - i. Monmouth Elementary School: \$107,254
 - ii. Independence Elementary School: \$107,254
 - iii. Ash Creek Elementary School: \$107,254
 - iv. Talmadge Middle School: \$135,744
 - v. Central High School: \$135,744

Polk County Services

Polk County agrees to:

- 1. Provide the following FTE:
 - a. 2 Therapist level staff
 - Central High School
 - Talmadge Middle School
 - b. 3 Associate level staff
 - Independence Elementary
 - Monmouth Elementary
 - Ash Creek Elementary
- 2. Contract days for staff are to be from August 18, 2025- June 19, 2026.
- 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.
- 10. Fully participate in curriculums, programs and trainings provided by The District that are specific to their role within The District.

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
 - Participating in MTSS (Multi-Tiered Systems of Support) meetings,
 PBIS (Positive Behavior Intervention and Supports), and JEDI (Justice,
 Equity, Diversity and Inclusion) efforts 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 I 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.