

POLK COUNTY BOARD OF COMMISSIONERS

DATE: May 24, 2023
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 May 31, 2023 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)
4. APPROVAL OF AGENDA
5. APPROVAL OF THE MINUTES FROM May 17, 2023
6. APPROVAL OF CONSENT CALENDAR
7. APPOINTMENT OF COUNTY SURVEYOR & ORDER NO. 23-08 – Eric Berry
8. FALLS CITY WASTEWATER FACILITIES EXPANSION PLAN – AJ Foscoli
9. JRI LETTER OF SUPPORT – Jodi Merritt
10. MOU FOR OREGON TIMBER COUNTIES COALITION – Craig Pope
11. NEW JOB SPECIFICATION & SALARY RANGE & RECLASSIFICATION – Matt Hawkins

CONSENT CALENDAR

- (a) Polk County Contract No. 23-74, Employment Contract
(Austin McGuigan, Community Development Director)
- (b) Polk Count Contract No. 23-72, Employment Contract
(Todd Whitaker, Public Works Director)

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

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES May 17, 2023

1. CALL TO ORDER & ATTENDANCE

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

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

2. ANNOUNCEMENTS

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3. COMMENTS

Commissioner Pope presented a plaque from the FFA for the Greenhouse Project that was awarded to Polk County and he thanked Central FFA for the recognition.

4. APPROVAL OF AGENDA

Commissioner Gordon stated there needs to be an add on to today's agenda in regards to a contract that needs signature from the Board for the Public Works Department. This contract is for the construction of Grand Ronde Road.

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF BOARD MEETING OF May 10, 2023

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE MINUTES OF May 10, 2023.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

7. CONTRACT FROM PUBLIC WORKS:

Todd Whitaker, Public Works Director, came to discuss a contract with the Board that needs signature this week. He presented the contract review sheet along with the contract to the Board, provided background information on this project and answered any questions that they had.

MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO SIGN THE CONTRACT PRESENTED.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

8. RECLASSIFICATION OF AN EMPLOYEE

Matt Hawkins, Admin Services Director, is recommending the reclassification of an employee from an Assistant Planner to an Associate Planner. Should the reclassification be approved, it would be effective June 1, 2023 and have a fiscal impact on the FY22-23 budget of approximately \$6,000 including PERs contribution should it be for 12 months.

APPROVED BY CONSENSUS OF THE BOARD.

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

- a) Jail Inspection Report 2023
(Morgan Smith, County Counsel)

There was no need for an executive session and before Commissioner Gordon adjourned the meeting, Greg Hansen wanted to thank the public and the voters for their support in passing the reauthorization of the Public Safety Levy.

Commissioner Gordon adjourned the meeting at 9:11 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner



Polk County Public Works County Surveyors Office

820 SW Ash Street ♦ Dallas OR 97338 ♦ 503-623-1887

MEMORANDUM

TO: Board of Commissioners
FROM: Eric Berry, former interim County Surveyor
DATE: May 16, 2023
SUBJECT: Appointment of County Surveyor

Wednesday, May 24, 2023 – 5 minutes

RECOMMENDATION:

That the Board appoints Darren Blackwell as County Surveyor.

ISSUE:

Shall the Board appoints Darren Blackwell as County Surveyor?

DISCUSSION:

Darren has been a county employee for approximately five years and a licensed surveyor for over a year. I have been actively training Darren in the duties of the county surveyor position for about two years, he is learning well and I have no doubts he will do a good job. Appointing Darren will ensure a high level of uninterrupted service to the citizens of the county.

FISCAL IMPACT:

None, existing budgeted position.

Enclosures;
County Surveyor class specification



POLK COUNTY CLASS SPECIFICATION
COUNTY SURVEYOR

Class Spec. Number: 749

Representation: Non-Represented

FLSA Status: Non-Exempt

Salary Range: 47H**

GENERAL STATEMENT OF DUTIES: Performs duties of a professional land surveyor in planning, executing and completing Cadastral and Public Works survey projects.

SUPERVISION RECEIVED: Works under the general direction of the Public Works Director to establish goals, objectives, schedules and responsibilities.

SUPERVISION EXERCISED: Supervises employees working in the Surveying Section of the Public Works Department.

PRINCIPAL DUTIES: An employee in this classification may perform any of the following duties. However, these examples do not include all the specific tasks which an employee may be expected to perform.

1. Maintains county boundaries and the PLSS monuments in compliance with state statutes, federal land survey standards and standards of professional survey practices.
2. Establishes policies and procedures for survey, subdivision, partition and condominium plats submitted for recording to assure they meet state statutes and Polk County survey requirements.
3. As County Surveyor establishes policies and procedures for survey activities and maintenance of PLSS corners
4. Files and maintains various types of survey records as required by statute and/or county policy.
5. Provides research assistance to private land surveyors and the public.
6. Supports the engineering and road sections in construction projects and/or site surveys.
7. Assists the director with preparation of the division's budget, manages the survey and PLCP budgets.
8. Acquires county land and right-of-way purchases for the Public Works Department.
9. Prepares legal descriptions for County property and rights-of-way.
10. Performs other related duties as required.

EMPLOYMENT QUALIFICATIONS:

Knowledge of: mathematics necessary for professional land surveying including trigonometry, advanced algebra, analytic geometry, and their application to engineering and professional land surveying; procedures, techniques, principles, laws and professional standards of land surveying; property mapping, boundary evidence, land title and land survey laws; Oregon State Plane System and GPS technology

Ability to: conduct field surveys; evaluate and analyze data; perform technical survey computations and reduce field notes to map and plans; gather and correlate data and evidence from various sources; produce clear and accurate final plans, charts and reports; comprehend engineering plans and specifications; work as a field supervisor for survey crews while performing field survey work; communicate orally and in writing; interact with the general public and fellow employees.

Skill in: use of specialized office and field equipment used in survey work including personal computers, computer and printer networks, internet browser software, email software, CAD software and drafting, GIS software, total station, GPS receivers and data collection.

EDUCATION, EXPERIENCE AND TRAINING: Associate's degree in land surveying and eight years survey experience; or any equivalent combination of experience and training. Two years of the experience requirement must be in Cadastral surveying and PLSS corner restoration.

SPECIAL QUALIFICATIONS: State of Oregon professional land surveyor license required at time of appointment. Must possess and maintain a valid Oregon Driver's License.

County Surveyor – 749
Adopted 11/99
Revised 7/03

ESSENTIAL FUNCTIONS, PHYSICAL DEMANDS AND WORK ENVIRONMENT CHECKLIST

POSITION: County Surveyor

DEPARTMENT: Public Works

BODY MOVEMENTS	Never 0%	Rare 1-5%	Occas. 6-33%	Freq. 34-66%	Cont. 67-100%
Bend/Stoop			X		
Crouch/Squat		X			
Kneel		X			
Twist			X		
Crawl		X			
Balancing					X
Walk-Level Surfaces				X	
Walk-Uneven Surfaces			X		
Working at Heights		X			
Climb-Ladder		X			
Climb-Stairs/Inclines			X		
<i>Additional Comments:</i>					

MATERIALS HANDLING	Never 0%	Rare 1-5%	Occas. 6-33%	Freq. 34-66%	Cont. 67-100%
Lift					
Up to 10 lbs.				X	
11-25 lbs.			X		
26-50 lbs.		X			
51-75 lbs.		X			
Over 75 lbs.		X			
<i>Additional Comments:</i>					

Carry					
Up to 10 lbs.				X	
11-25 lbs.			X		
26-50 lbs.		X			
51-75 lbs.		X			
Over 75 lbs.		X			
<i>Additional Comments:</i>					

Push					
Up to 10 lbs.			X		
11-25 lbs.			X		
26-50 lbs.		X			
51-75 lbs.					
Over 75 lbs.					
<i>Additional Comments:</i> Pushing/Pulling file drawers.					

Pull					
Up to 10 lbs.			X		
11-25 lbs.			X		
26-50 lbs.		X			
51-75 lbs.		X			
Over 75 lbs.		X			
<i>Additional Comments:</i> Pushing/Pulling file drawers.					

Upper Extremities					
Use of Hands					X
Grasp/Grip					X
Pinch/Squeeze					X
Reach – Overhead			X		
Reach – Shoulder Level			X		
Use of Office Tools				X	
Computer Usage				X	
<i>Additional Comments:</i>					

PHYSICAL ENDURANCE	Hours /Day	Comments
Sit	4-6	Able to change pos. freq.
Stand	2-4	
Walk	2-3	On level surfaces
Stand / Walk	2-4	On level surfaces
Overall Job Strength:	Moderate	

COMMUNICATION	(Mark "X" if critical for job).	
Hearing	X	In person and phone
Vision	X	
Talking	X	In person and phone
Writing	X	Reading. Write legibly.
<i>Additional Comments:</i>		

ENVIRONMENT AND EXPOSURES	(Mark "X" if critical for job).	
General Office	X	
Noise Level	X	Ambient
Weather Conditions		
Airborne Exposures		
Bloodborne Pathogens		
1st Aid/CPR Certificate		

OTHER JOB DEMANDS	Yes/No	Comments
Independent Judgment	Yes	Reactive and Proactive
Analytical Ability	Yes	
Active Listening	Yes	
Problem Solving	Yes	
Self Accountability	Yes	
Conflict Resolution	Yes	
Positive Regard for Others	Yes	Team player Congenial & respectful
Flexibility/Adaptability	Yes	
Public Relations	Yes	
Attention to Detail	Yes	Accuracy required
Time Management	Yes	Organizational skills
Objectivity	Yes	
Leadership Skills	Yes	
Frequent Interruptions	Yes	
Study/Apply New Skills	Yes	
Computer Usage	Yes	Proficiency & competency
Driving	Yes	
CDL Licensure	No	

<i>Additional Comments:</i>	
Attendance/Punctuality: Employee is expected to be at the assigned work site during his/her scheduled work hours.	
Analyzed By:	Lynn Hall, Human Resources Analyst
Date Reviewed:	2/27/08

As part of the recruitment/selection or reclassification process, I have been provided with the above list of essential functions and class specification. I certify that I have read and understand the essential functions of this position, and that I am capable of performing each one with or without accommodation. If I need an accommodation to assist in performing any function(s), I have made that known to Human Resources. I understand that if I were to need an accommodation to the essential functions in the future, I will contact Human Resources. I understand that falsification of this certification may constitute grounds for immediate discharge.

Employee's Name (Please print)

Employee's Signature

Date

* * * * *

I certify that the selection process (minimum requirements, interview questions, practical exercises, etc.) to fill this position is based on the above essential functions and no other.

Personnel Department

Date

**This entire document with original signatures is to be placed
in the employee's personnel file.**

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

7 In the Matter of Appointing)
8 The County Surveyor)
9

10
11
12
13 **ORDER NO. 23-08**
14

15 **WHEREAS**, Ordinance 85-9 and section 10.205 of the Polk County Code of Ordinances requires
16 Polk County to appoint a County Surveyor; and
17

18 **WHEREAS**, ORS 204.005 (2) requires the appointment of the County Surveyor; and
19

20 **WHEREAS**, ORS 204.016 (3) states the qualifications of the County Surveyor; and
21

22 **WHEREAS**, Darren Blackwell was licensed as a Land Surveyor by the Oregon State Board of
23 Examiners for Engineering and Land Surveying on March 8, 2022; and
24

25 **WHEREAS**, it appearing to the Board that Darren Blackwell meets the qualifications set by State
26 Statute; now, therefore
27

28 **THE POLK COUNTY BOARD OF COMMISSIONERS ORDERS AS FOLLOWS:**
29

- 30 (1) That Darren Blackwell be appointed the Polk County Surveyor.
31
32 (2) This order takes effect June 1, 2023.
33
34

35 Dated: May 24, 2023 at Dallas, Oregon.
36
37

38 **POLK COUNTY BOARD OF COMMISSIONERS**
39
40

41 _____
42 Jeremy Gordon, Chair
43
44

45
46 Approved as to Form

47 _____
48 Lyle Mordhorst, Commissioner
49

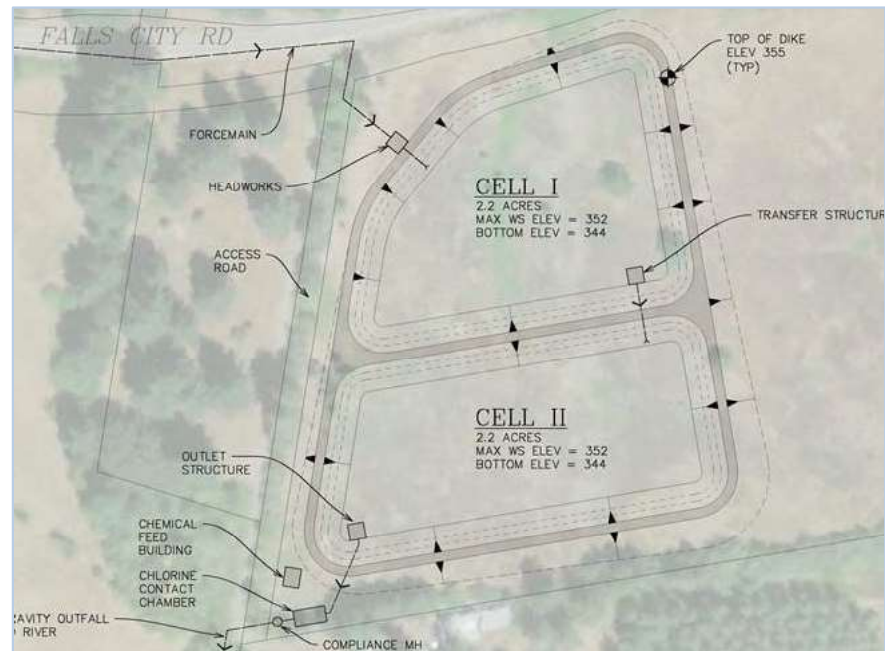
48 _____
49 Morgan Smith
50 County Counsel



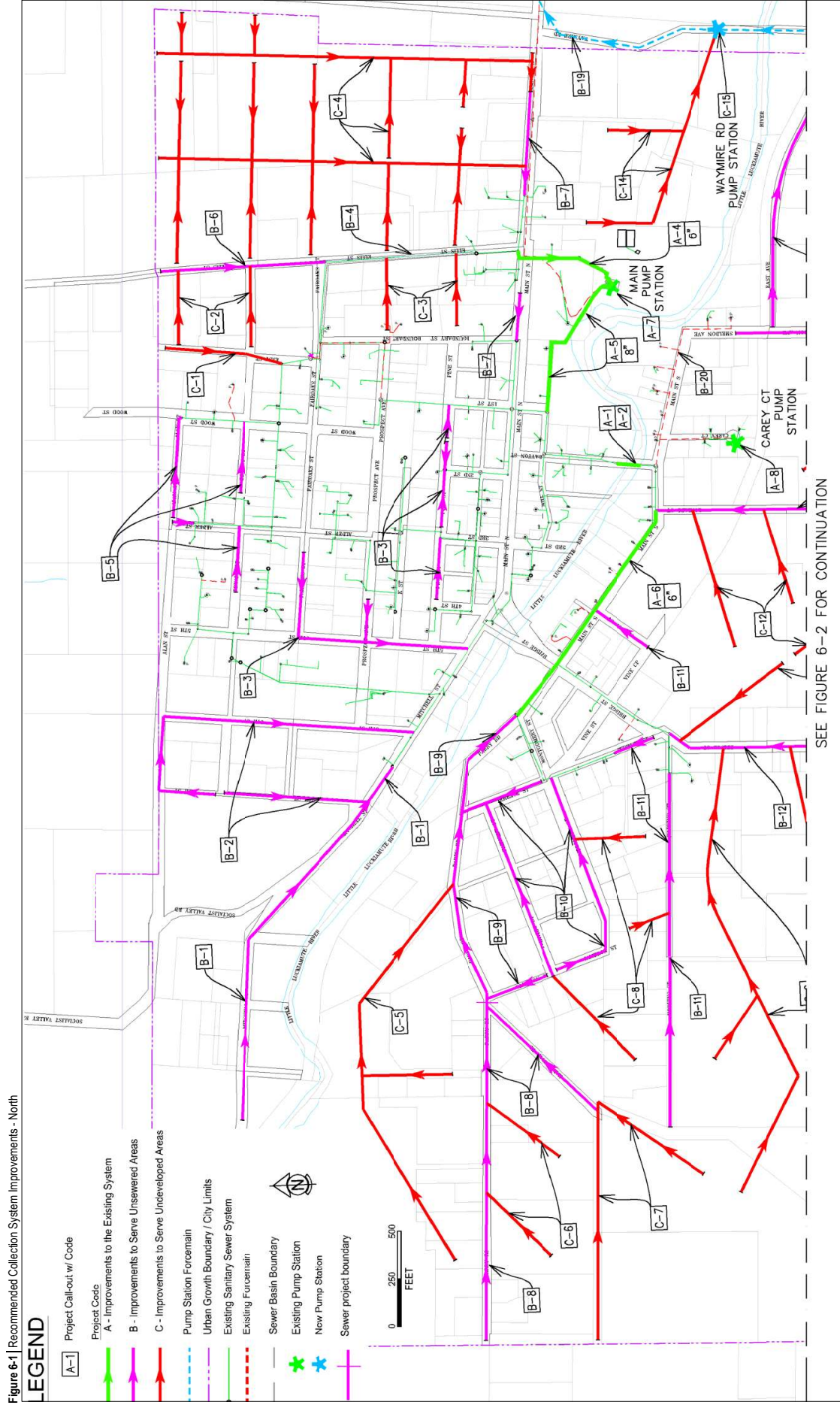
City of Falls City, Oregon

WASTEWATER SYSTEM FACILITIES PLAN

REVIEW DRAFT - JANUARY 2023



Westech Engineering, Inc.
3841 Fairview Industrial Drive SE, Suite 100
Salem, OR 97302
(503) 585-2474



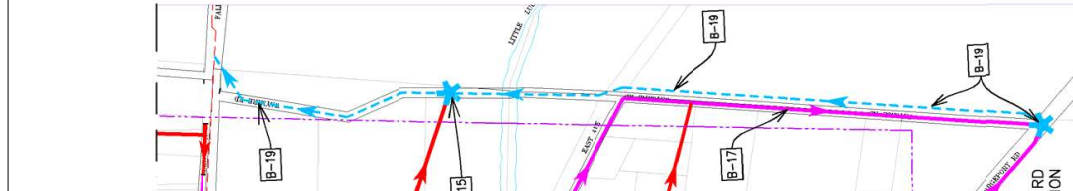


Figure 7-1 | Recommended Wastewater Treatment Plant Improvements

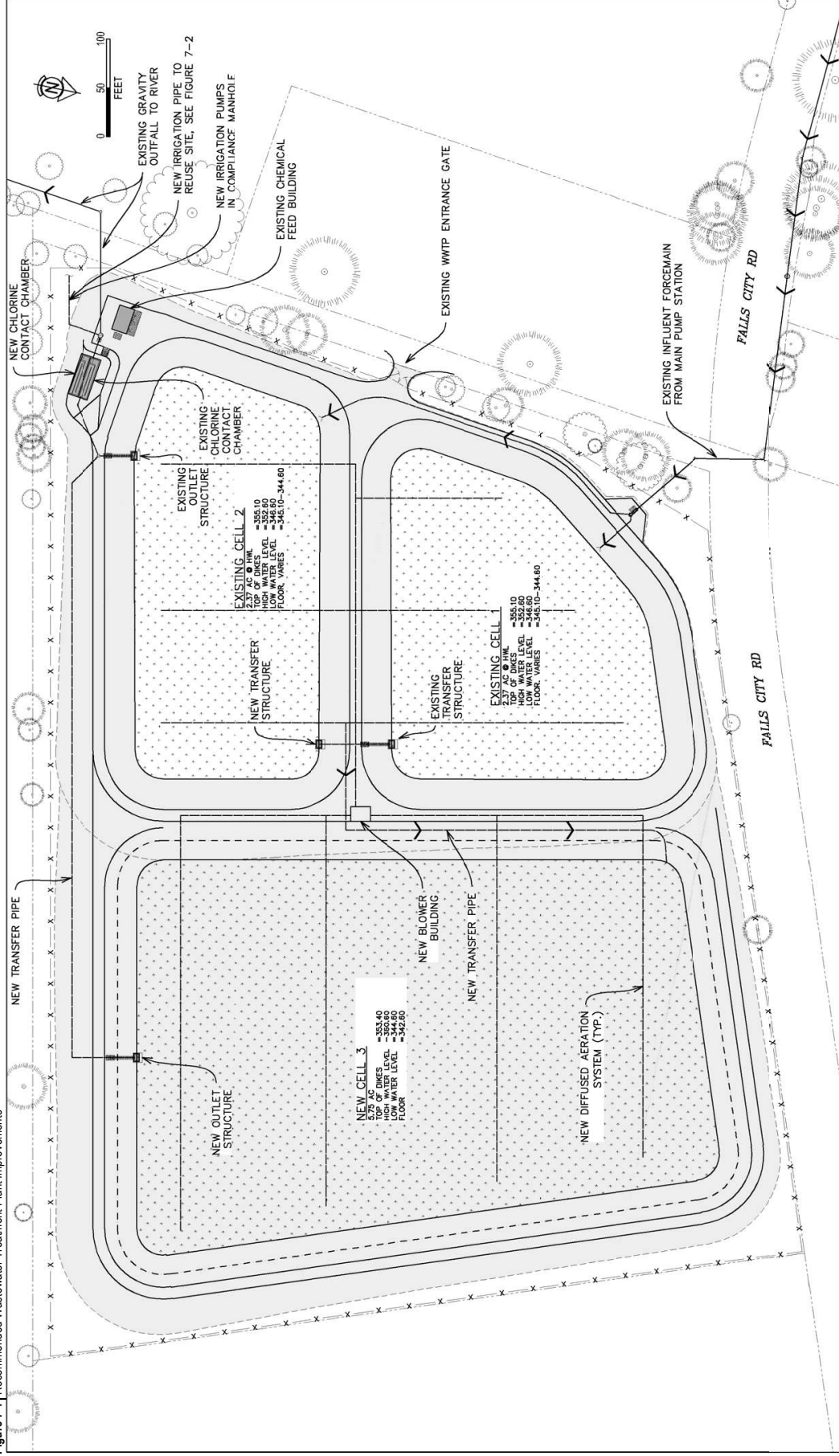


Figure 7-2 | Recommended Land Application Sites

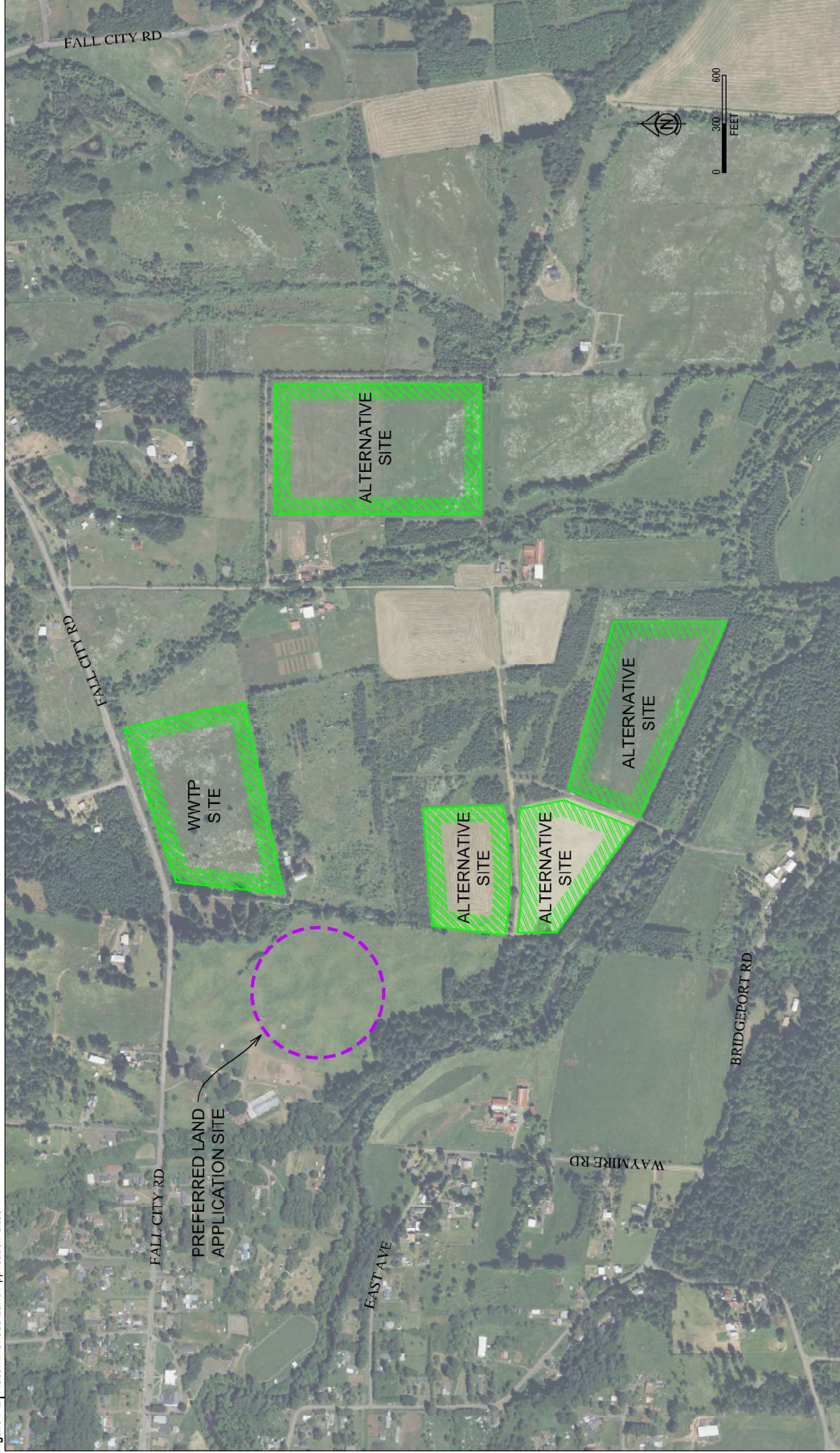


Table 8-1 | Recommended Capital Improvement Priorities

Project Code P ¹	Project	Priority	Total Estimated Project Cost P ²
A-1	Dayton Street Bridge Structural Evaluation	1	\$ 35,000
A-2	Dayton Street Bridge Utility Improvements	1	\$ 250,000
B-4	Ellis St Sewer Connections	1	\$ 295,000
B-8	Parry & Harrington Roads Sewer Extension	1	\$ 1,297,000
B-9	Parry Rd & Cameron St Sewer Extension	1	\$ 820,000
B-10	Montgomery St Sewer Extension	1	\$ 1,196,000
B-11	Hopkins St Sewer Extension	1	\$ 802,000
B-12	Bridge St Sewer Extension	1	\$ 619,000
B-14	Lombard St Sewer Extension	1	\$ 1,102,000
T-1	WWTP Improvements Phase II	1	\$ 3,944,000
		Subtotal Priority 1	\$ 10,360,000
A-3	Public Utility Easements for Sewer Services	2	(See project description)
A-5	Main Pump Station 6-inch Influent Sewer Upgrade	2	\$ 239,000
A-6	Main Street S Sewer Upgrade	2	\$ 291,000
A-8	Carey Court Pump Station Electrical Improvements	2	\$ 48,000
B-1	Mitchell St Sewer Extension	2	\$ 521,000
B-2	6th & 7th Streets Sewer Extension	2	\$ 651,000
B-3	5th & Pine Streets Sewer Extension	2	\$ 576,000
B-5	Bryant & Alan Streets Sewer Extension	2	\$ 447,000
B-6	Ellis St Sewer Extension	2	\$ 324,000
B-7	Main St N Sewer Extension	2	\$ 606,000
B-13	Chamberlain Rd Sewer Extension	2	\$ 512,000
B-15	Estelle Rd & Central Blvd. Sewer	2	\$ 1,632,000
B-16	Estelle Rd. Pump Station & Forcemain	2	\$ 516,000
B-17	East Ave Sewer	2	\$ 883,000
B-18	Sheldon Ave Sewer	2	\$ 1,087,000
B-19	Bridgeport Rd. Pump Station & Forcemain	2	\$ 1,190,000
B-20	Basin D Sewer Connections	2	\$ 198,000
		Subtotal Priority 2	\$ 9,721,000
A-4	Main Pump Station 4-inch Influent Sewer Upgrade	3	\$ 140,000
A-7	Main Pump Station Capacity Upgrade	3	\$ 170,000
C-1	East St Sewer to Undeveloped Area	3	\$ 83,000
C-2	Ellis St Sewer to Undeveloped Area #1	3	\$ 114,000
C-3	Ellis St Sewer to Undeveloped Area #2	3	\$ 114,000
C-4	Main St N Sewer to Undeveloped Area	3	\$ 1,277,000

Table 8-1 | Recommended Capital Improvement Priorities

Project Code P ¹	Project	Priority	Total Estimated Project Cost P ²
C-5	Parry Rd Sewer to Undeveloped Area #1	3	\$ 387,000
C-6	Parry Rd Sewer to Undeveloped Area #2	3	\$ 140,000
C-7	Harrington Rd Sewer to Undeveloped Area	3	\$ 278,000
C-8	Fairview St Sewer to Undeveloped Area	3	\$ 166,000
C-9	Bridge St Sewer to Undeveloped Area	3	\$ 671,000
C-10	Chamberlain Rd Sewer to Undeveloped Area	3	\$ 278,000
C-11	Basin F Sewers to Undeveloped Areas	3	\$ 611,000
C-12	Lombard St Sewer to Undeveloped Area	3	\$ 237,000
C-13	Basin E Sewers to Undeveloped Areas	3	\$ 481,000
C-14	Basin C Sewers to Undeveloped Areas	3	\$ 252,000
C-15	Waymire Rd. Pump Station & Forcemain	3	\$ 393,000
T-2	Lagoon Aeration Improvements	3	\$ 1,473,000
Subtotal Priority 3			\$ 7,265,000
TOTAL			\$ 27,346,000
Programs			
Program 1	Sewer Cleaning & Inspection Program		\$ 5,000 per year
Program 2	Sewer Rehabilitation & Replacement Program		\$ 10,000 per year
Program 3	Smoke Testing Study		\$ 10,000 per year
Program 4	Wastewater System Facilities Plan Update		\$ 7,500 per year
TOTAL			\$32,500 per year

¹ Project Code Legend:

A = Improvements to the Existing Collection System

B = Collection System Improvements to Serve Unsewered Areas

C = Collection System Improvements to Serve Undeveloped Areas

T = Treatment Program = Recurring Program

² See Section 8.3 for basis of project cost estimates

8.2.4 Environmental Impact

It should be noted that while the improvements recommended in this report are not anticipated to have significant adverse impacts on the environment, each CIP project will need to undergo project-specific environmental review (as applicable) as part of the preliminary and final design process. The scope of the environmental review and permitting requirements will vary from project to project. Should the City choose to pursue State or Federal funding assistance for a particular project, the funding agency will have specific environmental review requirements that must be completed prior to the award of a funding package.



POLK COUNTY

BOARD OF COMMISSIONERS

POLK COUNTY COURTHOUSE * DALLAS, OREGON 97338-3174
(503) 623-8173 * FAX (503) 623-0896

Commissioners

CRAIG A. POPE
JEREMY GORDON
LYLE MORDHORST

GREGORY P. HANSEN
Administrative Officer

May 23, 2023

Criminal Justice Commission
885 Summer Street NE
Salem, OR 97301-2524

RE: Polk County Justice Reinvestment Grant Applications

Dear Commission Members,

The Polk County Board of Commissioners joins our Local Public Safety Coordinating Council (LPSCC) in supporting the County's Justice Reinvestment formula grant application for the 2023-2025 biennium.

The LPSCC Justice Reinvestment Sub-committee gathered to discuss the upcoming grant applications and formulated a recommendation. The scope of the funding recommendations for the formula furthers our commitment to public safety and the citizens of Polk County. We fully support the Justice Reinvestment Grant proposals as developed and recommended by the LPSCC subcommittee.

We are confident that our County's grant applications meets the requirements of the grant and hopefully addresses the legislative directives to reduce the prison population, reduce recidivism, increase public safety, and increase offender accountability.

Thank you for reviewing our Plan.

Yours truly,

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, 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, Administrative Services Director *MH*

DATE: May 18, 2023

SUBJECT: New Job Specification and Salary Range and Reclassifications

Wednesday – May 24, 2023 (5 minutes)

RECOMMENDATION:

The Board of Commissioners approve the new job specification, salary range and reclassification.

ISSUE:

Shall the Board approve this new job specification, salary range and reclassification?

DISCUSSION:

It is recommended that the Board of Commissioners adopt a new job specification for a Finance Analyst I in the Finance Department. This job is specifically being create to aid in the financial overwatch of the funds through the MWVHA grant.

With the creation of this position we are also requesting a reclassification of Haley Mode from a Payroll Clerk II to the new Finance Analyst I position. Haley has the experience and understanding to take on this new position. She will also continue to serve in an advisory capacity with the Payroll Clerks.

The new salary range for the Finance Analyst I position will be \$4,928 - \$6,236, which is equivalent to the Human Resources Analyst I position.

Haley is currently at step 2 of the Payroll Clerk II position which is \$4,862. If the reclassification is approved she would move to step 2 of the Fiscal Analyst I position which is \$5,126.

The effective date of the reclassification would be June 1, 2023, if approved.

FISCAL IMPACT:

Fiscal impact for FY 22-23 to the Finance Department is hard to be precise on as this is a new position, and leads to a back filling of Haley's previous Payroll position, most likely at a lower wage. However, the impact is approximately \$4,000 including PERS contributions. The impact for FY 23-24 has already been budgeted for.



POLK COUNTY CLASS SPECIFICATION

FINANCE ANALYST I

Class Spec. Number: 990

Representation: Non-Rep

FLSA Status: Non-Exempt

Salary Range: 39D**

GENERAL STATEMENT OF DUTIES: Performs a variety of high level fiscal, accounting and technical duties within the Finance Department. Provides oversight of the Payroll Department in the absence of the Finance Director. Responsible for grant reporting and reconciliation for multiple grants throughout the County. Assists with inputting budget codes.

SUPERVISION RECEIVED: Works under the supervision of the Finance Director who will review work for conformance to established policies, procedure and law.

SUPERVISION EXERCISED: Supervision of other employees is not typically a responsibility of this position, however, this position may direct and review work of lower classifications and assist in training or orientation of new staff.

PRINCIPAL DUTIES: An employee in this classification may perform any of the following duties. However, these examples do not include all the specific tasks which an employee may be expected to perform.

1. Reviews monthly financial reports before sending them to the Finance Director and prior to them being distributed. Provides support to other departments by answering questions about reports and preparing additional reports as requested.
2. Monitors bank reconciliations for accuracy and assists with grant reporting and reconciliation for multiple county departments.
3. May assist the Administrative Officer and Finance Director in preparing the county budget.
4. Develops and monitors agreements, forms, and documents to ensure timely payment and/or receipt of contracted funds.
5. Gathers and compiles information necessary for the formulation of operating procedures, policies, rules and regulations. Prepares varied and complex reports involving fiscal data.
6. Investigates and resolves unidentified revenue, expenditures and administers grant fund disbursements.
7. Assists the Payroll Department as required and as a back-up to perform payroll duties to include: processing of payroll time cards, input of data into payroll system, prepare employee payroll checks as needed and ACH direct deposits, prepare payroll tax and benefit reports

and payments and complete other payroll duties. Will provide oversight of the Payroll Department in the absence of the Finance Director.

8. Performs backup duties for Chief Finance Clerk as necessary and as time allows to include: receipt incoming money; maintain accounts and records funds received by Finance Department; prepare bank deposits; reconcile bank accounts; prepare checks.
9. Performs back up duties for the Chief Tax Clerk as necessary and as time allows to include: assist taxpayers on phone and in person; post tax payments; help with tax statement mailings; balance daily tax cash receipts.
10. May be asked to prepare Payroll information for the Administrative Officer and Administrative Services Director in preparation for labor negotiations.
11. Performs related duties as required.

EMPLOYMENT QUALIFICATIONS:

Knowledge of: accounting and contracting principles, practices and methods; government organization; budgets, their purpose and preparation; record keeping and reporting procedures; operations, functions, policies and procedures of the department to which assigned, spreadsheet design and general knowledge of computer programs and data base principles.

Ability to: prepare and monitor fiscal reports and contracts; communicate effectively both orally and in writing; prepare clear, concise and accurate financial and contractual related written reports; assemble, organize and present accurate statistical, financial, contractual, and factual information derived from a variety of sources; comprehend and interpret statutes, rules, regulations and policies; exercise resourcefulness, tact and proper perspective developing alternative procedures or problem solutions; work effectively and collaboratively with the State, sub-contractors and the general public.

EXPERIENCE, EDUCATION AND TRAINING: Associate's degree with major course work in accounting, business or public administration and three (3) years of high level accounting experience, preferably in a government or private non-profit setting; or any equivalent combination of experience, education and training.

Finance Analyst I - 990
Adopted 5/23



POLK COUNTY

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338
(503) 623-9237

COMMUNITY DEVELOPMENT

AUSTIN M'GUIGAN
Director

MEMORANDUM

TO: Board of Commissioners
FROM: Austin McGuigan, Community Development Director
DATE: May 18, 2023
SUBJECT: Personal Services Contract
Wednesday – May 24, 2023 Consent Agenda

RECOMMENDATION:

Approve the contract for code enforcement services from Jerry Jackson?

ISSUE:

Should the Polk County adopt the 2023-2024 contract with Jerry Jackson to provide code enforcement services?

BACKGROUND:

The Polk County Code of Ordinances requires Polk County to provide code enforcement services. Jerry Jackson has provided Polk County those services since 2008. The contract proposed for fiscal year 2023-2024 includes a 5% increase in the monthly retainer over the previous contracted rates.

DISCUSSION/ALTERNATIVES:

1. Approve amended personal services contract;
2. Do not approve the amended personal services contract; or
3. Other, as determined by the Board.

SUMMARY:

The current contract with Jerry Jackson expires on June 30, 2023. This contract would expire on June 30, 2024.

FISCAL IMPACTS:

The 2023-2024 Community Development budget provides for code enforcement services at the negotiated rate in the Contract.

Memorandum of Understanding

For the purpose of participation in the Oregon Timber Counties Coalition (OTCC), each County shall be responsible for paying an annual payment.

Coos County	\$ 7,500.00
Douglas County	\$15,000.00
Jackson County	\$15,000.00
Klamath County	\$15,000.00
Linn County	\$ 7,500.00
Marion County	\$ 7,500.00
Polk County	\$ 7,500.00
Tillamook County	\$ 7,500.00

Klamath County shall be the collector of these funds on an annual basis.

Funds collected will only be used for payments to Jamison & Sullivan for work related to the purpose statement of the OTCC as described in exhibit 1.

This Memorandum of Understanding is effective July 1, 2023 - June 30, 2024.

_____ Coos County	_____ Date
_____ Douglas County	_____ Date
_____ Jackson County	_____ Date
_____ Klamath County	_____ Date
_____ Linn County	_____ Date
_____ Marion County	_____ Date
_____ Polk County	_____ Date
_____ Tillamook County	_____ Date

Oregon Timber Counties Coalition Purpose Statement

The Oregon Timber Counties Coalition (OTCC) is an organization comprised of Counties whose economies and cultures have for generations been directly linked to the health and management of the National Forest in Oregon. Impediments to public access, large stand replacement fires, unsustainable increases in fuel, declining revenues for Counties, and burdensome, time consuming rules and regulations are just a sample of current conditions on many of our National Forests. In an effort to address these and other issues OTCC is committed to work with and support Congressional members, Forest Supervisors, Staff, and Employees to accelerate the pace and scale of projects, proposals, and plans that will increase the productivity and overall health of Oregon's National Forests.

Focus will be, but not limited to, the receipt of timber harvest receipts and other revenues for counties, public access to public lands and the counties involvement with forest management decisions, and any other issues that may arise.

PERSONAL SERVICES CONTRACT

This Agreement is made and entered into by and between Polk County, a political subdivision of the State of Oregon, and Jerry Jackson, hereafter referred to as "Contractor".

Polk County is authorized to obtain, by contract, services necessary to conduct its operation. Contractor has available, or can cause to be provided, the facilities, skills and staff required for the performance of these services.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties above-mentioned, for and in consideration of the mutual covenants stated as follows:

1.0 Effective date. This Agreement is effective when signed by Contractor and County.

2.0 Contractor's services. Contractor shall perform the necessary services to conduct the program(s) more fully described in Appendix "B", attached hereto and by this reference incorporated into this Agreement. Services shall be performed in accordance with a schedule approved by Polk County. Contractor agrees to do all things in accordance with applicable plans, specifications and any bid proposal attached as appendices hereto, in accordance with such alterations and modifications as may be made by Polk County.

3.0 Assignment. Neither party shall assign, sublet or transfer any interest in or duty under this agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

4.0 Laws and regulations. Polk County and Contractor agree to comply with the ordinances and regulations of Polk County; applicable provisions in any contract between Polk County and the State of Oregon relating to the services to be provided under this Agreement by the Contractor; and all provisions of Federal and State law, rules and regulations relating to Contractor's performance of services under this Agreement. Contractor further expressly agrees to comply, as applicable, with the statutory language contained in Appendix "A".

In the case of an act or duty of Polk County, imposed upon Polk County by the State of Oregon, which, by the nature of this Agreement, Polk County determines to be within the scope of this Agreement and is to be performed by Contractor, Contractor shall perform such act or duty on behalf of Polk County.

5.0 Conflict of Interest. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance of its services. Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

6.0 Monitoring. Contractor agrees that time slips and billings, if any, that pertain to services under this Agreement shall be open for inspection by Polk County's agents at any reasonable time during business hours.

7.0 Payments/Consideration. Polk County shall pay Contractor pursuant to the terms and conditions stated in the attached Appendix "C".

8.0 Withholding payments; liquidated damages. Notwithstanding any other payment provision of this Agreement, if contractor fails to submit required reports when due, or fails to perform or document the performance of contracted services, Polk County may immediately withhold payments under this Agreement.

9.0 Termination. All or part of this Agreement may be terminated by mutual consent of both parties, or by either party at any time for convenience after 30 days notice in writing. Polk County may terminate all or part of this Agreement for any one or more of the reasons specified below:

- 9.1 After 10 days notice, if funding to Polk County from Federal, State or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. Polk County will give more notice whenever possible.
- 9.2 After 30 days notice, if Federal or State regulations are changed in such a way that services no longer are allowable under this Agreement.
- 9.3 Immediately, on notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law, rule or regulation to be held by Contractor to provide a service under this Agreement.
- 9.4 Immediately, if Contractor fails to provide services, or fails to meet any performance standard as specified by Polk County in this Agreement (or subsequent modifications of this Agreement) within the time therein specified, or any extensions thereof.
- 9.5 Immediately, if Polk County has evidence that Contractor has endangered or is endangering the health and safety of clients, residents, staff or the public.
- 9.6 Immediately, upon failure of Contractor to comply with the provisions of this

Agreement and all applicable Federal, State and local laws, rules and regulations.

9.7 Termination, or the withholding of payments or reduction of obligation under Section 7.0, shall be without prejudice to any other obligation or liability of either party accrued prior thereto.

10.0 Independent contractor. Contractor is engaged as an Independent Contractor.

10.1 Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

10.2 This Agreement is not intended to entitle Contractor to any benefits generally granted to Polk County employees. By way of illustration, but without limitation, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation or retirement benefits.

10.3 Contractor is an Independent Contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor shall qualify and remain qualified for the term of this Agreement as an insured employer under ORS 656.407.

11.0 Delegation and reports. Contractor shall not delegate the responsibility for providing services under this Agreement to any other individual or agency, and shall provide Polk County with periodic reports at the frequency and with the information required by Polk County.

12.0 Constraints. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, Oregon Constitution, and is contingent upon funds being available and appropriated therefor. Any provisions in this Agreement which would conflict with law are deemed inoperative to that extent. The statutory provisions set out in Appendix "A" of this Agreement, as applicable, constitute a part of this Agreement. It is understood by both parties that no commitments have been or are made by either party beyond the end of this Agreement.

13.0 Hold harmless / Insurance. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being

understood that acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor is responsible for injury to persons or property caused directly or indirectly by reason of activities by Contractor, its subcontractor or the employees of either, in the performance of this Agreement. Contractor further agrees to indemnify, save harmless and defend Polk County, its officers, agents and employees from and against all claims, suits, actions, damages, costs, attorneys fees, losses and expenses in any manner resulting from, arising out of, or connected with any such damage and/or injury that may be asserted by any person or entity in connection with the performance of work described in this contract, except liability arising out of the sole negligence of the County and its employees. Such indemnification shall also cover claims brought against Polk County under state or federal workers compensation laws. If any aspect of this indemnity provision shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this provision. Contractor shall at all time maintain automobile insurance with state-mandated limits and also general liability insurance with minimum limits of \$500,000. In all applicable instances, Contractor's insurance shall be primary.

14.0 Settlement of disputes. Differences between a Contractor and Polk County, or between contractors, will be resolved when possible at appropriate management levels. Polk County has ultimate responsibility and authority for resolution of disagreements among subcontract agencies.

15.0 Non-discrimination. Contractor agrees that no person, on grounds of race, color, creed, national origin, sex, marital status or age, will suffer discrimination in the performance of this Agreement when employed by Contractor.

16.0 Attorney fees. If an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any terms of this Agreement, each party is responsible for its own attorney's fees, expenses, costs and disbursements for the action, suit, proceeding or appeal.

17.0 Disputes. All disputes, and all claims for alleged breach of contract shall, within ten days of the commencement of dispute, be presented in writing to Polk County for decision; but in the meanwhile, Contractor shall proceed with the work as directed.

17.1 Contractor shall submit in detail the claim and proof thereof. Polk County, with reasonable promptness, shall render its decision to the Contractor in writing.

17.2 If Contractor does not agree with any decision of Polk County, Contractor shall except that decision from the final release.

17.3 If Contractor has (1) given notice of any dispute within the limit stated above; (2) taken exception to Polk County's decision in the release; and (3) brought suit by way of Arbitration Proceeding pursuant to ORS 36.300 through 36.365 within 120 days after receipt of final payment under this contract or within six months of a written request by Polk County that Contractor submit a final voucher and release, whichever time is the lesser; then Polk County's decision shall not be final and conclusive but the dispute shall be tried in arbitration on its merits. If the above conditions precedent have not been met, Contractor agrees that his noncompliance with the conditions precedent constitutes a waiver of right to assert a claim.

18.0 Captions. The headings or captions in this Agreement are solely for convenience of the reader, and do not have legal effect.

19.0 Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

20.0 Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Polk County, located in Dallas, Oregon.

21.0 Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

22.0 Confidentiality. Contractor understands and agrees that some records that will be made available are or may be considered confidential under ORS 308.209 and 308.413. Contractor agrees to comply with any and all confidentiality laws and regulations and will sign a confidentiality agreement if provided by Polk County.

23.0 Term of Agreement. This agreement shall expire June 30, 2024.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF 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. CONTRACTOR, BY HIS SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this 18th day of MAY, 2023.


Contractor

Tax I.D. Number

42-1616253

APPROVED by the Polk County Board of Commissioners at the regular meeting on the
_____ day of _____, 2023.

POLK COUNTY BOARD OF COMMISSIONERS

Chair

Approved as to Form:

County Counsel

APPENDIX "A"

CLAUSES REQUIRED BY OREGON LAW FOR PERSONAL SERVICE CONTRACTS

A. Payment of Subcontractors, Industrial Accident Fund Contributions, Liens and Withholding Taxes:

1. Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in this contract.
2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivisions thereof, on account of any labor or material furnished.
4. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Payment of Claims by County: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing Polk County may pay such claim to the person furnishing the labor or services and charge the amount of payment against funds due or to become due the Contractor by reason of this contract. Payment of a claim in this manner shall not relieve the contractor or contractor's surety from obligation with respect to any unpaid claims.

C. Hours of Labor: All laborers providing contract services shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC section 201 to 209 from receiving overtime.

D. Payment for Medical Care: Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees for such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying such service.

E. Providing Workers' Compensation Insurance: All employers working under this contract are subject employers who will comply with ORS 656.017.

F. Health Care Benefits for Employees: The Contractor shall provide 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.

G. Americans with Disabilities Act Compliance: Contractor agrees that Contractor will comply and does comply with all relevant provisions of the Americans with Disabilities Act, to the extent required by the Act.

APPENDIX "B"

Contractor shall serve as Code Enforcement Officer for Polk County with the following duties:

1. Conduct nuisance complaint inspections and re-inspections
2. Conduct change of use inspections on structures that do not require permits from the building division
3. Prepare photographic and documentation of inspections
4. Prepare compliance letters as requested by Community Development Director (CDD) or County Counsel
5. Appear at legal proceedings as requested
6. Telephonic availability between 8 a.m. and 5:00 p.m., M – F, and other times on an emergency basis
7. Office availability one and ½ days per week

APPENDIX "C"

Payment of Contractor. Subject to availability of funds, County shall pay Contractor each month (calculated on a 30 day basis) for rendering the services listed in this Agreement as set forth in Appendix "B" as follows:

Retainer

\$1875.00

Special Assignments: as agreed at time of assignment

EMPLOYMENT AGREEMENT

This Agreement, is between POLK COUNTY, a political subdivision of the State of Oregon, through its Board of Commissioners, and Eric T. Berry, hereafter referred to as Employee.

WHEREAS, Polk County is desirous of engaging the services of Employee as a Special Projects Surveyor for Polk County, and Employee is desirous of providing such services;

NOW, THEREFORE, IT IS AGREED:

Section 1. Employment

In consideration of the salary payments and other benefits to Employee hereafter described, Employee agrees to perform the assigned duties for Polk County Special Projects Surveyor, and to carry out to the best of his ability all the duties imposed on him by Polk County through the Public Works Director.

Section 2. Term of Agreement

The term of this Agreement shall be for a period beginning June 1, 2023 through June 30, 2024. Employee is obligated to give thirty (30) days notice in writing prior to termination of this Agreement. Nothing in this Agreement prevents, limits or otherwise interferes with the right of the Board of Commissioners to terminate the services of Employee at any time and for any reason the Board, in its sole discretion, deems appropriate and sufficient.

Section 3. Compensation

Polk County shall pay, starting at the time of signature, to Employee, and Employee shall accept in payment for his/her services hereunder, compensation at the rate of \$60.00 per hour, payable monthly when other employees of Polk County are paid, while this Agreement is in effect.

Section 4. Benefits Generally

Employee is not entitled to vacation, holidays, personal leave or bereavement leave, except required by law.

Section 5. Personnel Rules

With exception of benefits, Employee shall adhere to the County's personnel rules.

Section 6. Waiver or Modification

No waiver or modification of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereunder. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed by the parties. The parties further agree that the provisions of this section shall not be waived.

Section 7. Disputes

All disputes shall be decided by County Counsel. All such decisions are final.

Section 8. Severability

If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 9. Governing Law

This contract shall be construed and interpreted for all purposes as executed in the State of Oregon, and subject to the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 15th day of June 2023.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope

Lyle Moordhorst



Employee