

**POLK COUNTY BOARD OF COMMISSIONERS**

**DATE:** May 31, 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 24, 2023**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. RESOLUTION 23-06 – IN THE MATTER OF SUPPORTING A RECOVERY ORIENTED SYSTEMS OF CARE IN RESPONDING TO THE ADDICTIONS, MENTAL HEALTH AND HOMELESSNESS CRISIS – Craig Pope**

**CONSENT CALENDAR**

- (a) Polk County Contract No. 23-79, Service Contract  
(Austin McGuigan, Community Development Director)**
- (b) Behavioral Health Building Fee Proposal, AC&Co  
(Matt Hawkins, Admin Services Director)**
- (c) Polk County Contract No. 23-80, Helion Software Inc  
(Greg Hansen, Administrative Officer)**

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

**ADJOURNMENT**

**POLK COUNTY BOARD OF COMMISSIONERS**  
**MINUTES May 24, 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**

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

The Grand Ronde Sanitary District Board is meeting on 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**

Mandy Straus wanted to share the importance of foster care because the month of May is Foster Care Awareness.

**4. APPROVAL OF AGENDA**

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

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**5. APPROVAL OF MINUTES OF BOARD MEETING OF May 17, 2023**

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE MINUTES OF May 17, 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. APPOINTMENT OF COUNTY SURVEYOR & ORDER NO. 23-08**

Eric Berry, former interim Polk County Surveyor, presented to the Board a memorandum recommending that the Board appoint Darren Blackwell as County Surveyor. Mr. Berry's memorandum provided background information as well as Darren Blackwell's qualifications. Mr. Berry recommends that the Board approve the appointment and approve Polk County Order No. 23-08.

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE POLK COUNTY ORDER NO. 23-08.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**8. FALLS CITY WASTEWATER FACILITIES EXPANSION PLAN**

AJ Foscoli, City Manager of Falls City, presented to the Board the Wastewater Facilities Expansion Plan by Westech Engineering, INC. Mr. Foscoli went over the presentation and plan with the Commissioners and staff, and answered any questions the Commissioners had.

Commissioner Mordhorst asked, do you have a time frame for the future project goals? Foscoli answered. Commissioner Pope asked, have you started the Land Use Application process? Foscoli answered. Commissioner Pope asked, what do you have a DEQ order to do this project? Foscoli answered. Commissioner Pope asked, are there funds for this proposed project that is presented to us? Foscoli answered.

**9. JRI LETTER OF SUPPORT**

Jodi Merritt, Community Corrections Director, is requesting a letter of support from the Commissioners that supports the County Justice Reinvestment formula grant application for the 2023-2025 biennium. Greg Hansen, Administrative Officer, provided some background information on the JRI letter of support and stated that this is something the county does every 2 years.

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO SIGN THE JRI LETTER OF SUPPORT.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**10. MOU FOR OREGON TIMBER COUNTIES COALITION**

Craig Pope, Polk County Commissioner, presented to the Board an MOU for the purpose of participating in the Oregon Timber Counties Coalition (OTCC) for the fiscal year 2023-2024. Commissioner Pope provided some background information on the MOU and stated that this year, he is recommending that Polk County join in the MOU at a lower contribution rate. Commissioner Pope explained his reasonings and answered any questions the Commissioners had.

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, THAT WE STAY INVOLVED IN THE MOU WITH A \$2,000 CONTRIBUTION.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**11. NEW JOB SPECIFICATION & SALARY RANGE & RECLASSIFICATION**

Matt Hawkins, Admin Services Director, recommends the Commissioners adopt a new job specification for a Finance Analyst I in the Finance department and is recommending that the Board approves the new job specification, salary range and reclassification of an employee. Should the new job specification, salary range and reclassification be approved, it would be effective June 1, 2023 and would have a fiscal impact for the year of approximately \$9000 including PERS contributions.

**APPROVED BY CONSENSUS OF THE BOARD.**

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

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

At 9:45 a.m. County Counsel announced that the meeting was recessed to Executive Session pursuant to ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection. (h)To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. The Executive Session ended at 10:25 a.m.

**POLK COUNTY BOARD OF COMMISSIONERS**

---

Jeremy Gordon, Chair

---

Craig Pope, Commissioner

---

Lyle Mordhorst, Commissioner

1  
2  
3  
4 **BEFORE THE BOARD OF COMMISSIONERS**  
5 **FOR POLK COUNTY, OREGON**  
6  
7

8 In the Matter of )  
9 Supporting a Recovery-Oriented )  
10 Systems of Care in Responding )  
11 To the Addictions, Mental Health )  
12 And Homelessness Crisis )  
13  
14

15 **RESOLUTION NO. 23-06**  
16  
17

18 **WHEREAS**, Polk County has identified drugs, crime, and untreated mental illness, of which  
19 unmanaged homeless encampments and conditions are a symptom, as top threats to the health,  
20 safety and flourishing of all of its residents; and

21 **WHEREAS**, Polk County believes in the dignity and worth of all of its residents, and the  
22 overarching good that is achieved when residents are on a path toward the realization of their full  
23 potential; and

24 **WHEREAS**, Polk County acknowledges that those struggling with homelessness in the mid-  
25 Willamette region and throughout Oregon may also contend with the complex diseases of mental  
26 illness and/or addiction, whether a precursor to or a result of homelessness; and

27 **WHEREAS**, the U.S. Surgeon General specifically describes addiction as a brain disorder  
28 or disease that results in reduced brain function, that inhibits an individual's ability to make  
29 decisions and regulate their actions, emotions, and impulses, and furthermore, that changes in the  
30 brain persist long after substance use stops; and

31 **WHEREAS**, Polk County recognizes that housing alone will not mitigate mental illness or  
32 addiction, and the nature of addiction and serious mental illness can make sufferers unable to  
33 recognize their own illnesses or seek help willingly; and

34 **WHEREAS**, Polk County agrees that open air drug scenes create an environment that is  
35 incompatible with safe, clean and vibrant public spaces, and make recovery from addiction much  
36 more difficult; and

37 **WHEREAS**, Polk County believes that all people have a right to clean, safe and vibrant  
38 public spaces, as well as safe emergency shelter when needed; and

39 **WHEREAS**, Polk County believes that harm reduction services, when not antithetical to a  
40 recovery-oriented system of care, can be effective in saving lives. However, it must exist within a full  
41 continuum of compassionate care that includes prevention, intervention, treatment, and recovery for  
42 those suffering from addiction; and

43 **WHEREAS**, Polk County believes that recovery is possible and most will recover if  
44 presented with the aforementioned continuum of care.  
45  
46

1 NOW, THEREFORE, BE IT RESOLVED BY THE POLK COUNTY BOARD OF COMMISSIONERS  
2 that all efforts to address homelessness in which the County and its employees engage must be  
3 concentrated on helping all residents participate in realizing their full human potential by ensuring  
4 shelter and psychiatric and addiction care for all who need it, and by protecting public spaces for the  
5 use of the entire community.  
6  
7  
8  
9

10 Dated May 31, 2023 at Dallas, Oregon.  
11  
12  
13  
14  
15  
16  
17

18 **POLK COUNTY BOARD OF COMMISSIONERS**  
19  
20

21 \_\_\_\_\_  
22 Jeremy Gordon, Chairman  
23  
24

25  
26 Approved as to Form:

27 \_\_\_\_\_  
28 Lyle Mordhorst, Commissioner  
29

30 \_\_\_\_\_  
31 Morgan Smith  
County Counsel

32 \_\_\_\_\_  
Craig Pope, Commissioner



# POLK COUNTY

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

## COMMUNITY DEVELOPMENT

AUSTIN M<sup>C</sup>GUIGAN  
Director

### MEMORANDUM

**TO:** Board of Commissioners  
**FROM:** Austin McGuigan, Community Development Director  
**DATE:** May 24, 2023  
**SUBJECT:** Personal Services Contract

#### **Wednesday Agenda – May 31, 2023 Consent Agenda**

#### **RECOMMENDATION:**

Approve contract for Hearings Officer services with Leslie Howell.

#### **ISSUE:**

Should Polk County enter into an agreement with Leslie Howell to provide Hearings Officer services at the negotiated rates?

#### **BACKGROUND:**

The Polk County Code of Ordinances and Zoning Ordinance require Polk County to provide a Hearings Officer for certain applications and proceedings. Leslie Howell has served as the Polk County Hearings Officer since 2016. The contract proposed for fiscal year 2023-2024 would include a 5% increase in the hearing rate over the previous contracted rates for land use cases and 4% for all others in order to adjust for the increased costs of providing service.

#### **DISCUSSION/ALTERNATIVES:**

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

#### **SUMMARY:**

This contract would allow the Community Development Department to process current applications that require a Hearings Officer.

#### **FISCAL IMPACTS:**

The 2023-2024 Community Development budget provides for primary Hearings Officer services at the negotiated rates in Appendix C of the Contract.

## PERSONAL SERVICES CONTRACT

This Agreement is made and entered into by and between Polk County, a political subdivision of the State of Oregon, and Leslie Howell, 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.

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 that pertain to services under this Agreement shall be open for inspection by Polk County's agents at any reasonable time



during business hours. All hearings records and exhibits, time slips and billings shall be provided promptly after a decision is rendered.

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 6.0, 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. If Contractor performs this Agreement without the assistance of any other person, Contractor shall execute a Joint Declaration with Polk County's Workers' Compensation carrier absolving Polk County of any and all liability as provided in ORS 656.029.

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. 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.

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 her 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 district or circuit courts 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 HER SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

SIGNATURE PAGE

DATED this 24 day of May, 2023.

BY: Leslie Howell  
Contractor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

POLK COUNTY:

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
County Counsel

## **APPENDIX "A"**

### **CLAUSES REQUIRED BY OREGON LAW FOR PERSONAL SERVICE CONTRACTS**

#### **Payment of Subcontractors, Industrial Accident Fund Contributions, Liens and Withholding Taxes**

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.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

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.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

#### **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 the 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 the contractor's surety from obligation with respect to any unpaid claims.

#### **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.

#### **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 for such service.

**Providing Workers' Compensation Insurance**

All employers working under this contract are subject employers who will comply with ORS 656.017.

**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 the primary Hearing's Officer for Polk County with the following duties:

1. Conduct land use Public Hearings on the second and third Tuesday of each month at 6 pm, or other days/times, as coordinated and scheduled between Polk County and Contractor. Conduct solid waste related and all other Public Hearings as coordinated and scheduled between Polk County and Contractor. Polk County reserves the right, after consultation with Contractor, to adjust monthly schedules depending upon County needs.
2. Review and hear all Public Hearings placed on each monthly Hearings Officer meeting agenda by the Community Development Director or Chairman of the Board of Commissioners.
3. Provide written decisions on each Public Hearing, setting out findings, conclusions and recommendations.
4. Provide these decisions in a timely fashion.

Polk County shall provide support staff to assist in notices to applicants, staff reports and secretarial services for report writing.



## APPENDIX "C"

**Payment of Contractor.** Subject to availability of funds, County shall pay Contractor each month for rendering the services listed in this Agreement as set forth in Appendix "B" as follows:

For a hearing(s) to review Zone and Comprehensive Plan changes, the Contractor will be paid \$2,040. In addition, if a public hearing under this section is continued more than once (i.e., there are more than two separate public meetings), the Contractor will be paid an additional \$525.00.

For all other hearings, such as variances, appeals of staff decisions, rate-increase hearings to set or increase uniform rates for all collection franchises, code enforcement hearings, the Contractor will be paid \$1,125.00 per hearing.

County may schedule more than one hearing night in any calendar month to provide the public and County agencies opportunity for prompter hearings.




## GENERAL SERVICES

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338-3174  
(503) 623-8172

### MEMORANDUM

**TO:** Board of Commissioners

**FROM:** Matt Hawkins, Admin. Services Director 

**DATE:** May 25, 2023

**SUBJECT:** Approve Behavioral Health Building Fee Proposal

**Wednesday – May 31, 2023 (Consent)**

#### **RECOMMENDATION:**

The Board of Commissioners approve the fee proposal for the Behavioral Health Building to be built on the Academy Building complex.

#### **ISSUE:**

Shall the Board approve the fee proposal?

#### **BACKGROUND:**

The County has been working with the architectural firm of AC&Co. in the initial phase of building a new Behavioral Health building on the Academy Building complex. At this point, Richard Rothweiler of AC&Co. has put together a fee proposal based on pricing for the architect, structural engineer, civil engineer, mechanical engineer, electrical, landscaping, survey and Geotech.

The initial estimate to build this building is \$3,800,000 and the fee proposal is \$538,000. Please keep in mind that this is an estimate for building costs and we will not know the full cost until the bid phase of this project.

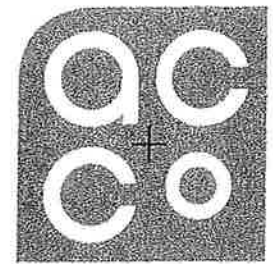
It is recommended that the BOC accept this fee proposal and direct Matt Hawkins, Administrative Services Director, to sign the fee proposal so that the architect and other agencies can begin working on this project.

#### **FISCAL IMPACT:**

FY 2023-24 will be impacted by this proposal, and will most likely carry the majority of this cost at \$538,000. However, some of the architect costs may not impact the county budget until FY 2024-25.

May 15, 2023

Matt Hawkins, Administrative Services Director  
Polk County  
850 Main Street  
Dallas, OR 97338



ARCHITECTURE  
COMMUNITY

1100 Liberty Street SE  
STE 200  
Salem, OR 97302  
P: 503.581.4114  
www.accoac.com

RE: Behavioral Health Building Fee Proposal

Dear Matt,

Thank you for the opportunity for AC + Co Architecture | Community to provide a proposal for new Behavioral Health Building. We are prepared to provide the architectural and engineering services for the project. We would prepare official AIA contracts pending your approval of the fee below. The proposed architectural and engineering services are for a fixed fee as outlined below plus reimbursable expenses (printing, travel, plan review fees, etc.). Consultants would enter a contract and be paid direct to the Owner or would be subject to mark up if carried by AC+Co.

Base Scope of Services (based on \$10,000 sf @ \$380 = \$3,800,000 Project Valuation based on Current/Recent Project Bids):

|                                   |                  |
|-----------------------------------|------------------|
| Architectural:                    | \$211,900        |
| Structural (MSC Engineers):       | \$ 31,500        |
| Civil (Westech):                  | \$ 39,000        |
| Mechanical/Plumbing (Colbreight): | \$ 71,900        |
| Electrical (Landis):              | \$ 37,500        |
| Landscape (Laurus):               | \$ 3,600         |
| Renderers (UR Studio):            | \$ 1,600         |
| Survey (45 North):                | \$ 8,000         |
| Geotech (Geo Concepts):           | <u>\$ 13,000</u> |
| Sub Total                         | \$418,000        |
| Reimbursable Expenses             | <u>\$ 20,000</u> |
| Total                             | \$538,000        |

Exclusions/Clarifications:

- This fee does include survey services or geotechnical services.
- Additional time will be billed hourly as needed by the project team requests.

Should you have any questions or concerns regarding this fee proposal, please do not hesitate to contact me to discuss. If this proposal meets with your approval, please sign on the line provided below and return to our office. We will then prepare all the appropriate contracts.

Sincerely,

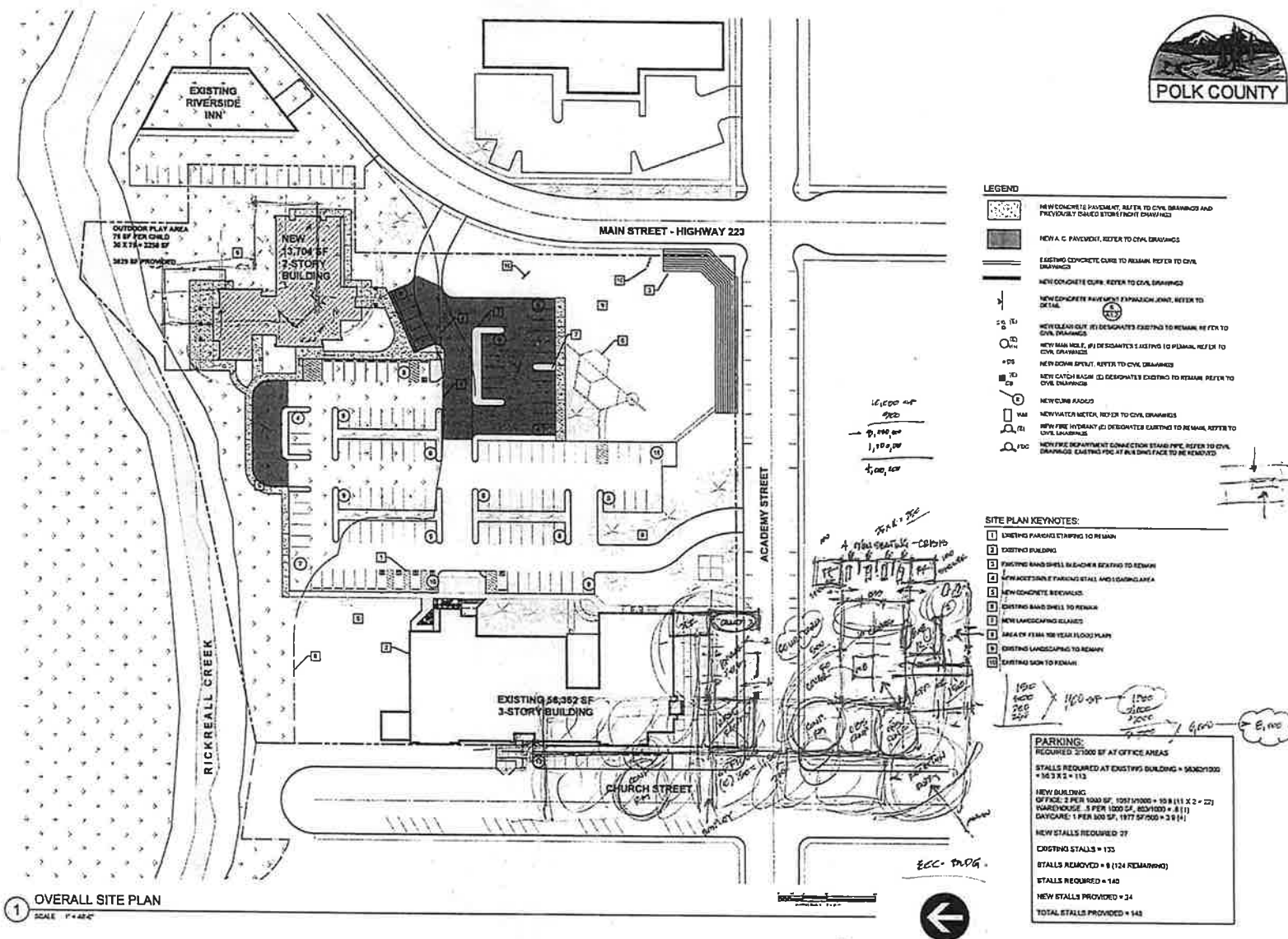
Richard Rothweiler, AIA  
Architect | Partner

TO: AC + Co Architecture | Community

I have read the above letter and agree to the terms stated herein. AC + Co Architecture | Community will submit monthly invoices for work complete. Payments are due and payable within twenty (20) days from the date of invoice.

\_\_\_\_\_  
Matt Hawkins

\_\_\_\_\_  
Date



MAIN & ACADEMY STREETS - DALLAS, OREGON 97367  
PROJECT NO. 18080  
OCTOBER 31, 2018



## PROFESSIONAL SERVICES AGREEMENT POLK COUNTY and HELION SOFTWARE, INC.

This Professional Services Agreement, hereafter "Agreement" is entered into by and between HELION SOFTWARE, INC, hereafter "Contractor" and POLK County, a political subdivision of the State of Oregon, hereafter "County", pursuant to ORS 203.010. County and Contractor intend to contract for computer software services. The mutual promises of each are given in exchange and as consideration for, the promises of the other.

### COUNTY AND CONTRACTOR MUTUALLY COVENANT AND AGREE AS FOLLOWS:

#### 1. AGREEMENT

Contractor promises to provide, and County promises to pay for, the services described below according to the provisions of this Agreement.

#### 2. AGREEMENT PRICE AND AMOUNT AND PAYMENT TERMS

The price for the services provided by Contractor shall be \$168,881. County will electronically transmit 1/12<sup>th</sup> of the total contract price (\$14,073.42) monthly (by the 25<sup>th</sup> of each month) to Contractor's designated bank account.

##### Price Breakdown by Department and Product

|                       |                |           |
|-----------------------|----------------|-----------|
| Assessor              | ORCATS         | \$123,182 |
| Assessor              | ActiveDoX      | \$5,287   |
| Clerk                 | Recording      | \$22,453  |
| Clerk                 | ActiveDoX      | \$5,234   |
| Community Development | ActiveDoX      | \$5,234   |
| Sheriff               | Animal Control | \$7,490   |
|                       |                |           |

##### Purchase of Additional Development or Support Hours

Additional development or support hours may be purchased at the current hourly rate (the rate is \$145 per hour for 2023-2024).

##### Price Adjustments

Helion may adjust and make changes to the costs for this Agreement on a yearly basis. Helion will provide a written notification of price changes six months prior to the beginning of the County's fiscal year for which the adjustments apply.

#### 3. AGREEMENT TERM

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

Contractor's services will begin on July 1, 2023. Unless earlier terminated or extended, this contract shall expire on June 30, 2024 or when Contractor's completed performance has been accepted by County. However, such expiration shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured. The initial term is five (5) years following execution of this Agreement, with one-year options to renew at County's election. This Agreement shall remain in effect until terminated by either party.

#### **4. AGREEMENT DOCUMENTS**

The following documents comprise the Agreement and are incorporated herein by reference in their entirety.

- 4.1. This Agreement;
- 4.2. Statutory Public Contract Provisions;
- 4.3. Exhibit A, General Statement of Work;
- 4.4. Appendix 1, Service Level Agreement, ORCATS;
- 4.5. Appendix 2, Service Level Agreement, Recording
- 4.6. Appendix 3, Service Level Agreement Marriage Licensing
- 4.7. Appendix 4, Service Level Agreement ActiveDoX
- 4.7. Appendix 5, Service Level Agreement Animal Control
- 4.8. Completed W-9.

#### **5. TERMINATION**

##### **5.1. WITHOUT NOTICE**

This Agreement shall terminate without any requirement of notice to either party when the first of the following events occurs:

- 5.1.1. The parties mutually consent to termination in writing.
- 5.1.2. The Agreement term ends.
- 5.1.3. The moment prior to the Contractor filing for the settlement of debts or any debt restructuring in any State, Federal or other Court of competent jurisdiction.
- 5.1.4. When Contractor's proposed Agreement price adjustments exceed Agreement specifications.

##### **5.2. WITH NOTICE**

This Agreement may also end and notice shall be served as required when:

- 5.2.1. Any party breaches any duty, term or condition of this Agreement.
- 5.2.2. Either party commits a fraud or misrepresentation upon the other party.
- 5.2.3. Public funds are no longer available to support this Agreement.
- 5.2.4. Either party gives thirty (30) days written notice.

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

**GENERAL PROVISIONS**

**6. STATUS OF CONTRACTOR**

The parties intend that Contractor, in performing the services specified in this Agreement, shall act as an independent contractor.

- 6.1. The compensation provided herein shall be exclusive and County shall neither pay nor provide Contractor with any fringe benefits, including, but not limited to, retirement, health insurance, Workers' Compensation insurance, unemployment insurance or sick leave. No additional compensation or alternate form thereof shall be payable by County to Contractor for any purpose whatsoever unless otherwise agreed in writing. Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes, or any other taxes or assessments imposed by any governmental body incurred by reason of County's payment of compensation hereunder to Contractor. County will report the total amount of all payments to Contractor, including any expense, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 6.2. This Agreement is personal as to Contractor and Contractor may not subcontract any portion of the services to be performed hereunder without the prior written approval of County; provided nothing herein shall prohibit any other consultants employed by Contractor or in a firm of which he shall be a member to assist Contractor in carrying out the responsibilities herein.
- 6.3. This Agreement is not a contract of employment. The parties intend that Contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. Contractor shall have the sole authority to determine the manner and means of performing the services described herein and County shall not interfere with, control or direct the manner or method in which such services are performed; provided, County shall direct Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of Contractor's services. Except as otherwise expressly provided herein and except for the purposes of the Oregon Tort Claims Act, ORS 30.265, Contractor shall not be considered an agent of County.
- 6.4. Contractor shall be responsible for and has obtained or shall obtain and maintain all necessary professional licenses and professional liability insurance, as required by law.
- 6.5. In the event Contractor's labor or services shall be performed by his employees, such employees shall be and at all times remain the employees of Contractor, under the Contractor's sole and exclusive control and shall not be deemed employees of County for any purpose.

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

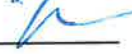
6.6. Contractor is an independent contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and unemployment insurance.


6.6.1. Contractor 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 the Agreement as an insured employer under ORS 656.407. If Contractor performs this Agreement without the assistance of any other persons, Contractor shall execute a Joint Declaration with County's Workers' Compensation carrier absolving County of any and all liability as provided in ORS 656.029.


6.6.2. If Contractor is a subject employee for Workers' Compensation or unemployment insurance purposes, Contractor shall provide such Workers' Compensation and unemployment coverage benefits at his sole cost and expense and shall provide proof of such insurance and benefits at County's request.


6.7. Contractor represents that he has filed Federal and State income tax returns (a) in his business name or (b) on a business Schedule C as part of his personal income tax returns, if Contractor provided consulting services as an independent contractor during the previous calendar year.

6.8. Contractor represents that he is customarily engaged in an independently established business. To that end, Contractor represents that at least three (3) of the following apply to Contractor's business (initial those that apply):

6.8.1.  Contractor maintains a business location that is separate from the business or work location of the person for whom the services are provided or that is in a portion of Contractor's residence and that portion is used primarily for the business.

6.8.2.  Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as: Contractor enters into fixed price contracts; Contractor is required to correct defective work; Contractor warrants the services provided; or Contractor negotiates indemnification Agreements or purchases liability insurance, performance bonds or errors and omissions insurance.

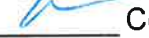
6.8.3.  Contractor provides contracted services for two (2) or more different persons within a 12-month period, or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

6.8.4.  Contractor makes a significant investment in the business, through means such as: purchasing tools or equipment



**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

necessary to provide the services; paying for the premises or facilities where the services are provided; or paying for licenses, certificates or specialized training required to provide the services.

- 6.8.5.  Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

## **7. NON-DISCRIMINATION**

Contractor shall comply with all applicable Federal, State and local laws, rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability.

## **8. NOTICES**

Any notice required or permitted under this Agreement shall be in writing.

8.1. Notices shall be deemed given when:

8.1.1. Personally delivered, or

8.1.2. Three (3) days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

8.2. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: POLK County  
Attn: Josh James  
850 Main St.  
Dallas, OR 97338  
(503) 623-0704  
[James.josh@co.POLK.or.us](mailto:James.josh@co.POLK.or.us)

CONTRACTOR: HELION SOFTWARE, INC  
Murray Giesbrecht  
P O Box 3506  
Salem, Oregon 97302  
(503) 362-9394  
[murrayg@helionsoft.com](mailto:murrayg@helionsoft.com)

## **9. STATUTORY PUBLIC CONTRACT PROVISIONS**

Contractor shall comply with the statutory public contract provisions as more particularly set forth herein.

## **10. CONFLICT OF INTEREST**

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

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

**11. RECORDS**

CONTRACTOR shall create and maintain records in accordance with generally accepted standards of Contractor's practice and the records requirements of County. The records shall remain the property of Contractor and be made available to County upon request. Contractor shall exercise due care to maintain the confidentiality of client records in accordance with law.

**2. CONSTRAINTS**

This Agreement is expressly subject to the debt limitations of the Oregon Constitution set forth in Article XI, Section 10 and is contingent upon funds being available and appropriated therefore. Any provisions of this Agreement which would conflict with law are deemed inoperative to that extent.

**13. INTEGRATION**

This Agreement supersedes all prior oral or written Agreements between Contractor and County regarding this project. It represents the entire Agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions in this Agreement.

**14. SAVINGS**

Should any clause or section of this Agreement be declared by a Court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

**15. WAIVER; MODIFICATION**

Failure by County to enforce any provision of this Agreement does not constitute County's continuing waiver of that provision, any other provision or of the entire Agreement. The rights and duties under this Agreement shall not be modified, delegated, transferred or assigned, except upon the written, signed consent of both parties.

**16. LIABILITY; INDEMNIFICATION**

County has relied upon the professional ability, qualifications and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all of his services 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 of any claim. Contractor shall defend, indemnify and hold harmless County, its

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

officers, agents and employees from any claims, liabilities, demands, damages, actions or proceeding, arising from or relating to the professional negligence of Contractor in connection with the performance of any services hereunder.

Contractor shall provide a certificate of coverage at the time of execution of this Agreement, indicating proof of insurance coverage with limits not less than \$100,000 property damage per claimant, \$200,000 all other claims per claimant and \$500,000 all claims. **Minimum limits required for medical/professional malpractice \$1,000,000.** Such insurance shall be evidenced by Certificate of Insurance provided to the County, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. Also, an Endorsement shall be issued by the company showing the County as an additional insured and containing a thirty (30) day Notice of Cancellation endorsement.

**17. JURISDICTION; LAW**

This Agreement is executed in the State of Oregon and is subject to POLK County and Oregon law and jurisdiction. Venue shall be in POLK County, Oregon, unless otherwise agreed by the parties.

**18. LEGAL REPRESENTATION**

In entering into this Agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

**19. ATTORNEYS' FEES**

Attorneys' fees, costs and disbursements necessary to enforce this AGREEMENT through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

**20. LANGUAGE**

The headings of the Agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

**21. SUBCONTRACTING**

Any subcontract ad infinitum of this Agreement shall express the GENERAL PROVISIONS section of this Agreement or incorporate it by reference.

/////  
/////  
/////

PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.

ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

Dated this 22 day of May, 2023

CONTRACTOR: HELION SOFTWARE, INC



Murray Giesbrecht  
P O Box 3506  
Salem, Oregon 97302  
(503) 362-9394

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023

Greg Hansen: Polk County Administrator

\_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

**STATUTORY PUBLIC CONTRACT PROVISIONS**

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies 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 for such service.

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

7. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) in any one week, except in cases of necessity, emergency or where public policy absolutely requires it.

Contractor's employees shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

Persons employed by Contractor shall receive at least time and a half pay for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
10. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

**EXHIBIT A – General Statement of Work**

**1. SCOPE OF SERVICES**

1.1. Helion will help you to resolve your problems by providing telephone, electronic, remote and onsite assistance to your designated representatives. A resolution is the initial contact and any subsequent contact necessary to resolve the issue for you.

1.1.1. USER will receive a letter after the purchase of a support contract to inform you of the phone number to be used for support

1.1.2. HELION will use commercially reasonable efforts to provide the following Support services to you:

- Proposed corrections for error messages due to software listed under the contract
- Problem determination may include any of the following actions:
  - Information gathering
  - Analysis
  - Research including reproducing systems
  - Acquiring additional information
- Problem Resolution may include any of the following actions:
  - Providing a resolution to the problem immediately;  
or
  - Providing documented clear steps that Client staff can reasonably take to correct the problem;  
or
  - Following analysis, providing documented clear steps toward problem resolution;  
or
  - Performing configuration changes to the Helion software;  
or
  - Modifying corrupt data caused by a defect in the software.

1.2. HELION will provide upgrades for error correction, legal requirements and enhancements as they are released. Support shall also include necessary assistance and consultation to assist Client in resolving problems with the use of the Software including the verification, diagnosis and correction of errors and defects in the Software. Support shall include third party software bundled with the Helion software, as well as updates to documentation.

1.3. Helion will provide support for modifications or specialized features made at the request of the Client and performed by Helion.

1.4. All modifications or specialized features made at the request of the Client and performed by Helion will be ported to and supported in all future versions and releases of the Software unless authorized in writing from the Client.

1.5. The Contract does not cover:

- Instances in which the compatibility of the system to the software is in question, or when the configuration is invalid
- Remote or on-site training assistance

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

- Software Support on any other products than specifically stated in the Supported Software section of this contract
- Helion is not responsible to maintain compatibility with any application not listed as part of the supported Helion software system. Helion will make a good faith effort to notify the Client of any incompatibility between Helion software and third party software.

**1.6. Database Maintenance**

- 1.6.1. Helion is not the Client's database administrator unless specified in a separate agreement.
- 1.6.2. Helion will provide on-going consulting on procedures for the backup and restoration of all databases required to run supported Helion software.
- 1.6.3. Helion will consult with the Client technical staff as needed on the status of all databases required to run supported Helion software and ensure that all database indexes and database features are configured appropriately to ensure the proper functioning of all Helion supported software.
- 1.6.4. If requested, Helion will ensure that database backups are performed prior to any modification to the database structure and/or schema as part the implementation of new Helion software through new version release or problem resolution.
- 1.6.5. Helion will perform all database repair and recovery due to database corruption, malfunction, or inconsistency brought about by implementation of new Helion software through new version release or problem resolution, by defects in or improper functioning of the client software, or by third party software used within any Helion supported software.

**2. Response Times and System Access**

- 2.1. Unless visit was requested by the Client, Helion will provide the Client IT Division with 2 days notice prior to performing a site visit to perform software upgrades or modifications to the database or the client software.
- 2.2. Client shall notify Helion, either by telephone or in writing or email, of any deficiency and shall provide any other information that Helion may reasonably request in determining the nature of the deficiency. Helion shall commence correction of such deficiency in accordance with this section. Helion will provide problem resolution through telephone, electronic, remote and onsite assistance to the Client designated representatives. Resolving the problem may include the initial contact and any subsequent contact and actions necessary to address the initial issue for the Client. Helion will provide the Client with a local telephone or toll-free telephone number, an email address, and a designated point of contact to receive calls or e-mails for trouble reports. The Client shall designate authorized callers (who may change from time to time) for access to the telephone support.
- 2.3. The Client agrees to provide Helion with VPN access or through other secure electronic access technology and services at the Client's expense for purposes of Helion's fulfillment of its



## **PROFESSIONAL SERVICES AGREEMENT POLK COUNTY and HELION SOFTWARE, INC.**

maintenance obligations. Such access shall not result in the unnecessary or unreasonable disruption of the Client's business operations.

2.4. Helion will respond to system problems that do not prevent normal daily operation of the system (Non- Emergency Response) within 16 business hours of the receipt of the trouble call.

2.5. On-Site Support. In an emergency or if all other support options fail, Helion shall have a technician on-site within one (1) business day of a request from the Client. This does not apply to Down System events, as described in Section 2.6.

2.6. Down-System Response: The system is considered "down" when any part of the system prevents daily operation ("Down System"). Helion shall respond within two business hours of telephone notification. Response may be by telephone.

2.7. Normal Support Hours: At all times from 7:00 a.m. to 5:00 pm Pacific Standard Time (PST) (note: Pacific Daylight Saving Time (PDST) when in effect) weekdays. The hours of Support shall not include New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas Day.

2.8. Helion will provide support for and is solely responsible for the proper functioning, licensing and distribution of additional or third party software used within their products or distributed with their products as a component of their software. Helion guarantees the functioning of this third party software as a component of their software.

2.9. Helion is not liable for any failure or delay in performance due to any cause beyond its control.

### **3. USER RESPONSIBILITIES**

3.1. **General.** To receive Support, the USER is responsible for complying with the following:

3.1.1. Access to Software Support. USER must confirm that the following conditions are true:

- The situation giving rise to the question is reproducible;
- The hardware and operating systems meet minimum HELION requirements;
- The designated USER representatives will submit all questions to HELION. The USER's designated representatives must have knowledge regarding the facts and circumstances surrounding the incident;
- The full system, including software and hardware, is available to the representative and accessible by him or her without limit during any telephone discussions with HELION support personnel;
- The representative will follow the instructions and suggestions of HELION's support personnel, using the full system.

3.1.2. Software/Data Backup. The USER understands and agrees that HELION is not responsible for any loss of software or data.

3.1.3. Payment. HELION must have received payment for Support within 30 days of the date of invoice. USER shall pay an additional fee of 1.5% per month for invoices not paid within such 30-day period.

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

- 3.1.4. Installation of newer versions. If the resolution of a problem requires the installation of a newer version of the product, USER agrees to install the new version as part of the resolution process.
- 3.2. Until USER has complied with each of the aforementioned conditions, HELION reserves the right to withhold Support. HELION will notify the USER representative of any corrective action necessary to obtain or continue Support.

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

**APPENDIX - 1**

**Support and Maintenance - ORCATS**

**1. Supported Software and Maintenance**

This section provides additional information about support and maintenance for the ORCATS product

**2. Supported Software: Unless stated otherwise, Helion will provide support for all software listed below:**

- Account Manager
- Property Appraisal
- Ratio Study
- Real Land Schedules
- Real Sales
- Trend Finder
- Real Librarian
- Real Value Indexes
- Real Value Recalc
- MS Ledger Voucher
- Personal Vouchers
- Utility Ledger Voucher
- Utility Values
- Utility Input
- Appraisal Maintenance
- Appraisal Reports
- Assessor Reports
- Lookup Table Maintenance
- ORCATS Management
- Property Query
- Web Property Query
- Image Processing
- ORCATS Integration Services
- Data Exchange
- Interested Party
- Lender Code Maintenance
- Tax Notation Maintenance
- Tax Receipts
- Tax Reports
- Tax Voucher
- Turnover Distribution

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

Tax Receipt Image Loader  
Tax Balance Service  
Prepaid Tax Processing  
Tax Rate Calculation  
Tax Amount Calculation  
Tax District Adjustments  
Tax Statements  
Assessment and Tax Database Views  
Helion Start Menu  
Helion Deployer  
Helion File Service  
Custom Query  
Helion Management  
Helion Job Scheduler

3. Helion will assist County with the following Data Manipulation either directly or by providing an application so the County can perform the tasks themselves:
- Changing a value from Entered to Calculated or Calculated to Entered at the following levels:
    - Improvement
    - Accessories
    - Floor
    - Inventory
    - Land Fragment
    - OSD
  - Changing a Neighborhood Code
  - Changing an Improvement, Land Fragment or OSD from Trendable to Non-Trendable or Non-Trendable to Trendable
  - Change one RMV class to another
  - Bulk load LCM Schedules

Selection will be by either a County selected set of Neighborhood Codes or by a County selected set of Property Account Id's. The Property Account Id's must be in a CR/LF delimited text file. (Map and Taxlots are not considered Property Account Id's)

4. Helion will provide Tax Season assistance to ensure the timely completion of tax amount calculation, statement printing and state reporting.
5. The following services are excluded from coverage under Part 1:

- Creation of new Custom Queries

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

- Importing data or images
- Manipulation of data unless covered under section 1.03 or 1.07 above
- Display changes to forms, reports, letters or export
- Onsite Installation
- A&T View Access Database

6. Helion is not responsible to maintain compatibility with any application not listed as part of the ORCATS system. Helion will make a good faith effort to notify the County of any incompatibility between ORCATS and third party software.

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

**APPENDIX - 2**

**Support and Maintenance - Recording**

**1. Supported Software and Maintenance**

This section provides additional information about support and maintenance for the Recording product

**2. Supported Software: Unless stated otherwise, Helion will provide support for all software listed below:**

Receipting  
Document Imaging and Indexing  
Batch Scanning  
Image Export  
Image Import  
Recording Web Query  
eRecording Review  
Certified Copies  
Image Archive  
Takeoff Printing  
Receipt Maintenance  
Helion Start Menu  
Helion Deployer  
Helion File Service  
Custom Query  
Helion Management  
Helion Job Scheduler

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

**APPENDIX - 3**

**Support and Maintenance – Marriage Licensing**

**1. Supported Software and Maintenance**

This section provides additional information about support and maintenance for the Marriage License product

**2. Supported Software: Unless stated otherwise, Helion will provide support for all software listed below:**

- Receipting
- Marriage Image and Indexing
- Marriage Batch Scanning
- Marriage Web Query
- Marriage Online Submission
- Domestic Partnership Image and Indexing
- Helion Start Menu
- Helion Deployer
- Helion File Service
- Custom Query
- Helion Management
- Helion Job Scheduler

**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

**APPENDIX - 4**

**Support and Maintenance - ActiveDoX**

**1. Supported Software and Maintenance**

This section provides additional information about support and maintenance for the ActiveDoX product

**2. Supported Software: Unless stated otherwise, Helion will provide support for all software listed below:**

- ActiveDoX Enterprise
- ActiveDoX Batch Scanning
- ActiveDoX Web Query
- ActiveDoX Maintenance
- Helion Start Menu
- Helion Deployer
- Helion File Service
- Custom Query
- Helion Management
- Helion Job Scheduler



**PROFESSIONAL SERVICES AGREEMENT  
POLK COUNTY and HELION SOFTWARE, INC.**

**APPENDIX - 5**

**Support and Maintenance – Animal Control**

**1. Supported Software and Maintenance**

This section provides additional information about support and maintenance for the Animal Control product

**2. Supported Software: Unless stated otherwise, Helion will provide support for all software listed below:**

- Receipting
- Animal Control
- Animal Control Web Query
- Helion Start Menu
- Helion Deployer
- Helion File Service
- Custom Query
- Helion Management
- Helion Job Scheduler