



# **CROOK COUNTY WORK SESSION AGENDA**

**Wednesday, June 14, 2023 at 9:00 am**

**Crook County Administration Conference Room I 203 NE Court St. I  
Prineville OR**

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 962 4214 4333; Passcode: 970900

## **PUBLIC COMMENT**

## **DISCUSSION**

- 1. Department of Defense Grant Opportunity/Letter of Support**  
Requester: Will VanVactor
- 2. Repairs to HVAC at Redemption House - Parole and Probation**  
Requester: Stephanie Wilson
- 3. Clock tower repair bid for County Court approval**  
Requester: Sarah Beeler
- 4. Review of draft policy pursuant to ORS 195.500 et seq. regarding how the County would approach the removal of homeless camps, how it will provide prior written notice, how it will store the personal property left behind, and how it would allow to the recollection of stored items.**  
Requester: Eric Blaine
- 5. Contract for Chief Information Officer (CIO) Advisory Services**  
Requester: Andy Parks
- 6. Risk Management**  
Requester: Andy Parks

## **EXECUTIVE SESSION**

- 7. ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.**
- 8. ORS 192.660(2)(f) To consider information or records that are exempt from disclosure by law, including written advice from your attorney**

## **NOTICE AND DISCLAIMER**

The Crook County Court is the governing body of Crook County, Oregon, and holds work sessions to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This files contains the material to be

presented before the County Court for its next scheduled work session.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content may be added, removed, or changed between when this file is posted online and when the County Court meeting is held. The material contained herein may be changed at any time, with or without notice.

CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION.

Please also note that this file does not contain any material scheduled to be discussed at an executive session, or material the access to which may be restricted under the terms of Oregon law.

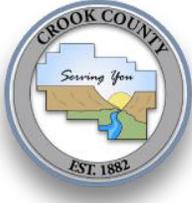
If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 447-6555. Assistance to handicapped individuals is provided with advance notice.

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 06/08/2023 at 2:08 PM

## AGENDA ITEM REQUEST



**Date:**

June 2, 2023

**Meeting date desired:**

June 14, 2023

**Subject:**

Department of Defense Grant Opportunity/Letter of Support

**Background and policy implications:**

The Planning Department has been coordinating with the Department of Defense in an effort to apply for the Community Economic Adjustment Assistance for Compatible Use Plans grant. The goal of the proposed project is to codify criteria and triggers for pre-application coordination with the Department of Defense on projects that represent potential encroachment into military airspace. This will be done by creating an overlay zone around the airspace with criteria and notification requirements for relevant applications. The criteria and overlay zone map get adopted into official Crook County plans. It will also include updates to our energy code to comply with HB 2329.

**Budget/fiscal impacts:**

The grant request is \$89,669, with a 10% (in-kind) match by Crook County.

**Requested by:**

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

**Presenters:**

Will Van Vactor

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**



**Crook County**  
300 NE 3<sup>rd</sup> Street, Prineville Oregon 97754  
541-447-6555

June 14, 2023

Re: Community Economic Adjustment Assistance for Compatible Use Plans

Dear Mr. Robert,

Thank you for the opportunity to apply for the Community Economic Adjustment Assistance for Compatible Use Plans. We appreciate the Department of Defense's support and cooperation to ensure that development in Crook County is permitted in a safe way that does not encroach on military airspace.

The Crook County Planning Department has the Crook County Court's authorization and support to pursue this grant and is an eligible entity to submit a proposal and apply for assistance.

We look forward to working with the Department of Defense to provide appropriate development notifications, raise awareness about military airspace in Crook County, and reduce conflicts and encroachments that impact military airspace.

Sincerely,

Crook County Court

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Seth Crawford

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Jerry Brummer

---

Brian Barney

## AGENDA ITEM REQUEST



**Date:**

06/06/23

**Meeting date desired:**

Next available

**Subject:**

Repairs to HVAC at Redemption House - Parole and Probation

**Background and policy implications:**

Parole and Probation Justice Reinvestment (JRI) grant spending

**Budget/fiscal impacts:**

JRI grant spending has been approved by the state for the HVAC repairs of the Redemption House, funds are available to spend.

**Requested by:**

Stephanie Wilson, Crook County Sheriff's Office, Administrative Division Manager,  
Stephanie.Wilson@crookcountysheriff.org, 541-447-6398

**Presenters:**

Parole and Probation Director Aaron Boyce, Admin.Div. Manager Stephanie  
Wilson

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/



# ESTIMATE

**Ben Cardwell Construction LLC** bencardwellconstruction@gmail.com  
**CCB #227537** 503-810-4672  
1137 NE Bitterbrush Rd  
Prineville, OR 97754

## Prineville Church of the Nazarene

Bill to	Ship to	Estimate details
Prineville Church of the Nazarene 780 E. 1st St. Prineville, Oregon 97754	Prineville Church of the Nazarene 780 E. 1st St. Prineville, Oregon 97754	Estimate no.: 1022 Estimate date: 03/14/2023

Product or service	Amount
1. <b>Swamp coolers</b> 2 units for square footage	\$10,960.00
2. <b>Installation</b> Includes any additional plugs and potential ducting.	\$5,000.00
<b>Total</b>	<b>\$15,960.00</b>

# Prineville Heating & Cooling, Inc.

2166 NE Third Street  
Prineville, Oregon 97754

(541) 447-6160

CCB# 101738

Name: Redemption House	Date: 2-10-23
Address: 780 se 1st	Phone: 503-860-6433
City: Prineville	Location: Nazarene Church ATTN: Cindy

We hereby submit specifications and estimates for:

\*\*\* Add a 3.5 ton 13 SEER American Standard air conditioner to existing gas furnace and duct work. Includes outdoor pad, minor duct alterations, freon lines and mechanical permit.

\$6,325.00

Note: Above price does NOT include electrical or wall repair (where we have to take freon lines outside through wall). We will gladly seal with sheet metal and silicone but your earlier penetrations were fixed with sheet rock material that we do not work with.

You will need a licensed electrician to complete this project. We will be glad to work with any electrician you desire or will help arrange Cooper Electric if you desire.

### Prineville Heating & Cooling, Inc. is a licensed contractor

1. All material is guaranteed to be specific and all work will be performed in a workmanship like manner according to specifications and industry standards. Any alteration in the scope, manner of work or specifications may result in an increase of the stated price proportionate to contractor's increased cost and expenses.
  2. Prineville Heating & Cooling, Inc. reserves lien rights, until payment is received.
  3. Payment shall be due upon completion of work. If work is to be done in stages, a portion will be due upon completion of rough-in with the remainder due upon job completion. Thirty (30) days after completion the unpaid balance shall bear interest at the rate of 1.5% per month (18% annum) until paid.
  4. If Prineville Heating & Cooling, Inc. is required to commence any legal action to recover against purchaser under this agreement, the non-prevailing party agrees to pay such a sum as the court may judge reasonable attorney's fees. Prineville Heating & Cooling, Inc. reserves the right to choose the county in which suit will be brought to enforce this agreement.
- Note: This proposal may be withdrawn if not accepted within 30 days.

### Authorized Signature

NOTICE OF RIGHT TO LIEN By signing below, the Owner acknowledges that Owner has received the Consumer Notification form, Notice of Procedure form and Information Notice to Owner about Construction Liens.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

**By signing I personally guarantee this contract.**

Signature: \_\_\_\_\_

Date \_\_\_\_\_

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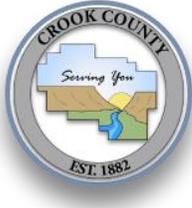
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Signature: \_\_\_\_\_

Date \_\_\_\_\_

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

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**From:** Joe Recksiek <[joe@beachamsclockco.com](mailto:joe@beachamsclockco.com)>

**Sent:** Friday, June 2, 2023 8:54 PM

**To:** Sarah Beeler <[SBeeler@crooklibraryor.gov](mailto:SBeeler@crooklibraryor.gov)>

**Subject:** Re: 4 Sided clock

Thank you for your email. I have been working out the details for the cost of installation. The Estimate I have come up with so far is:

(4) Clock Movements, hands and controller

4x HMR-20-EX6 Synchronous Clock Movement w/6"Extension

4x M07-HM-20 - Hands with minute hand at 20" center to tip - Black

1x MC3-X10-4SW - Automatic Clock controller with 4 switch and Daylight savings feature

Parts Sub-Total \$12,460

Equipment Rental \$1,200

Estimated Labor for Install \$2,400

Estimated Total for 4 Clocks \$16,060

Thank you so much

# The Clock Man Bend

## Clock System Bid

Matt Fitch  
63528 Old Deschutes Rd., Bend, OR 97701  
541.588.0836  
theclockman@me.com

INVOICE # 1998  
DATE: NOVEMBER 29, 2021  
NET 30

TO Crook County Library

QTY	DESCRIPTION	LINE TOTAL
4	B28MI-G7 replacement movements for use with the existing WB10RA rear access wall boxes.	
1	Type CTRL-99BMI, Automatic Clock Controller with IP65 enclosure - Indoor & Outdoor Use. Automatically resets clock after power failures and for daylight savings time (if required). Precision Quartz Time base 4 minutes per year maximum drift. Optional GPS - no drift. Built in 100 year daylight savings time calendar. 2 Line 16 character back lighted LCD display. ETL listed to UL 863. Power Failure Event logging. Standard MI output - 4 clocks maximum standard. Standard 24VDC RP output -20 clocks maximum. Sweep Second hand output. Hour Strike Capability. RS-232 and RS-485 output ports 24 VAC hour strike output - configurable pulse output.	
4	Pairs of Style "WS-48" replacement minute and hour hands, bushed for B28MI movement, made of aluminum with a matte black polyurethane painted finish with a satin clear top coat.	
	<b>TOTAL</b>	\$14,800
	<b>DEPOSIT DUE</b>	\$5,920
	<b>ALL WORK IS GUARANTEED FOR 1 YEAR!</b>	
	A 40% Deposit is required upon acceptance of bid due to the fact that parts are specialized and made specifically for the job!	

THANK YOU FOR YOUR BUSINESS!



11460 Dorsett Road  
Maryland Heights, MO 63043

www.americlock.com  
Tel (636) 527-2277 Fax (636) 527-3322

**Date:** May 17, 2023

**To:** Joe Viola                      **Tel:** 541-480-7746      **Email:** [joe.viola@crookcountyor.gov](mailto:joe.viola@crookcountyor.gov)

**From:** The Americlock Sales Team

**Re:** Clock Tower Repair- Crook County Library

Following your request, we are sending you a proposal for clock movements for four clocks.

**Quotation and Specifications:**

The following are subject to our normal terms and conditions. They include costs relating to the clock system(s) and its components as specified in this quote, but exclude sales taxes, customs fees, import taxes, and freight unless otherwise noted. Our payment terms require 50% of the quoted price with a copy of the signed proposal, and the balance to be paid prior to shipping or net 30 days after installation by Americlock. This quotation is valid for sixty (60) days.

**Americlock, Inc. will supply the following:**

Four (4) type I261 self-starting electric movements which have stainless steel spindles, composite gears, and self-lubricating nylon bushings. These will come with hand fixings to fit the new clock movements. This will include mounting brackets and U bolts. Four sets of aluminum clock hands will be provided in the model of your choice that will be properly reinforced and appropriately balanced. The hands will be primed and painted in the color of your choice. These clock movements will be controlled by one Tempus master clock controller. This controller will regulate the clock movements with absolute accuracy, is maintenance free, has a 10-year lifetime built-in lithium battery and corrects the time automatically after power outages and for daylight saving time. The price for these parts will be \$11,200.00 including shipping.

\_\_\_\_\_ **As an option**, we can provide a climate controlled cooled NEMA fiberglass enclosure to house the clock controller in the event that the clock controller cannot be placed in a climate controlled and accessible area. The price for this lockable cabinet would be an additional \$950.00.

\_\_\_\_\_ **Installation by Americlock** can be provided on site. An Americlock installer will bring the proper installation hardware with him and ensure a proper installation and hook up. The clocks will be running by the time the installation is complete as well as training on the clock controller (if power is supplied). The installer will make final connections to Americlock supplied parts. This will be an additional \$3,100.00. This price excludes electrical wiring and a lift to access the clock level (if a lift is needed). This covers one mobilization unless otherwise noted by Americlock. Core drilling or X-raying of walls not included at any time.



# Americlock, Inc.

11460 Dorsett Road  
Maryland Heights, MO 63043

www.americlock.com  
Tel (636) 527-2277 Fax (636) 527-3322

Client is required to provide electrical wiring from the Tempus controller to the clock movement locations. Americlock will make all final connections provided the wiring is in place at the time of installation. If delays arise due to delayed or incorrect wiring, a fee will apply if this causes significant delays. Client is also required to provide a lift to access clock level and provide any street, sidewalk, or any other permits required for this work.

Americlock can only provide remote advice on installation if client chooses to not have one of our trained clock technicians perform the installation. Americlock does not provide installation instructions on clock installations as every job is different. We are not responsible nor does our warranty cover any damage to the clock or parts supplied by Americlock during installation by purchaser. If purchaser has technical questions when installing, please call for assistance.

**Shipping** is included unless otherwise noted. A loading dock or forklift must be available to unload freight shipments. If liftgate service or appointment by delivery is required, please add \$175.00 for each delivery required. If shipping destination is residential or limited access, this will be an additional \$150.00. While call ahead can be requested, we make no guarantees that any delivery service will comply with this request. Client must make arrangements to accept shipments unless otherwise agreed upon. If Americlock is to make special arrangements to receive freight, an additional fee will apply. If client rejects the freight shipment for any reason except for damage and a redelivery is required, the redelivery fee from our chosen freight company will be passed onto the client unless otherwise agreed upon in writing.

**Insurance:** Americlock is a fully insured clock company. Upon acceptance of our proposal, we will work with you and supply you with our insurance certificate for you to review.

All our clock parts are guaranteed for two years against faulty workmanship or defective materials.

Please call us if you have additional questions or we can be of service. Thank you so much for considering Americlock!

Accepted by:

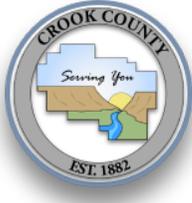
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

## AGENDA ITEM REQUEST



**Date:**

*June 7, 2023*

**Meeting date desired:**

*June 14, 2023*

**Subject:**

*Review of draft policy pursuant to ORS 195.500 et seq. regarding how the County would approach the removal of homeless camps, how it will provide prior written notice, how it will store the personal property left behind, and how it would allow to the recollection of stored items.*

**Background and policy implications:**

*ORS 195.500 through ORS 195.520 place certain responsibilities on local governments in adopting policies describing how they will remove homeless camps.*

**Budget/fiscal impacts:**

*If adopted, the policy itself will not have any direct budget costs. How often the policy would need to be implemented can only be guessed at, but will require not only staff time, but also costs for the storage of leftover personal property.*

**Requested by:**

*Eric Blaine, Crook County Counsel  
Eric.Blaine@crookcountyor.gov  
541-416-3919*

**Presenters:**

*Eric Blaine, County Counsel*

**Legal review (only if requested):**

*The County Counsel's office has prepared the draft policy*

**Elected official sponsor (if applicable):**

*N/A*

IN THE COUNTY COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CROOK

IN THE MATTER OF ESTABLISHING )  
A POLICY REGARDING THE RE- )  
MOVAL OF HOMELESS CAMPS ) ORDER NO. 2023-\_\_\_\_\_  
PURSUANT TO ORS 195.500 *et seq.* )

WHEREAS, ORS 195.500 reads “All municipalities and counties shall:

(1) Develop a policy that recognizes the social nature of the problem of homeless individuals camping on public property.

(2) Implement the policy as developed, to ensure the most humane treatment for removal of homeless individuals from camping sites on public property.”

; and

WHEREAS, for the purpose of this Order, the terms person and individual have the same meaning, and the terms homeless person, houseless person, unhoused person, unsheltered person, person experiencing homelessness, person experiencing houselessness, or similar variations, have the same meaning; and;

WHEREAS, the County has the obligation to avoid creating a public nuisance; and

WHEREAS, homeless persons are deserving of respect and dignity. The causes of homelessness are complicated and multifaceted, and vary from one individual to

another. Resorting to stereotypes of homeless persons is counter-productive and unhelpful; and

WHEREAS, camps of homeless persons may be placed in locations where they present dangers to the homeless persons or general public, such as within roads, rights-of-way, easements, or other lanes of travel; or locations near utilities, heavy equipment, or other dangers; or locations which are susceptible to natural events such as wildfires, flooding, landslides, or environmental contamination; and

WHEREAS, the accumulation of solid waste, human waste, animal waste, graywater, or trash, present dangers to the general public and those occupying a camp of homeless persons; and

WHEREAS, ORS 195.505, ORS 195.510, and ORS 195.520, establish required provisions and limitations for any policy which is adopted under ORS 195.500.

NOW, THEREFORE, the Crook County Court adopts the recitals above as its Findings of Fact, and ORDERS and DIRECTS, based upon the above recitals, that the following be established as Crook County's policy on removing homeless camps pursuant to ORS 195.500 *et seq.*

## POLICY

### Section 1: Definitions.

As used in this Policy, the following words and phrases are defined as follows:

- (a) Homeless person or homeless individual. A person without access to shelter in a structure designed for human habitation. For the purpose of this Chapter 8.36, the terms person and individual have the same meaning, and the terms homeless person, houseless person, unhoused person, unsheltered person, person experiencing homelessness, or person experiencing houselessness, or similar variations, have the same meaning.
- (b) Camp or camping. To pitch, use, or occupy camp materials or a camp for the purpose of occupancy, habitation, or sheltering for survival, and in such a way as

will facilitate sleeping or storage of non-hazardous personal belongings, carrying on cooking activities, taking measure to keep protected from the elements including cold and heat, or any of these activities in combination with one another or in combination with either sleeping or making preparations to sleep. A “camp” is a location where people camp or are camping. The terms camp or camping do not apply to vehicles, automobiles, or recreational vehicles. The terms camp or camping also do not apply to public property that is a day use recreational area, or public property that is a designated campground and occupied by an individual under an agreement with a municipality or county.

- (c) Camp materials. Tents, huts, awnings, lean-tos, chairs, tarps or tarpaulins, cots, beds, sleeping bags, blankets, food or food-storage items, or similar items that are to be used as living or sleeping accommodations, or to assist with living or sleeping activities used in a camp. The term camp materials does not apply to vehicles, automobiles, or recreational vehicles.
- (d) Personal property. Subject to the limitations in Section 5 and 6 below, any item that can reasonably be identified as belonging to an individual and that has apparent value or utility.
- (e) Homeless service agency. A non-profit or charitable organization established and registered with the Oregon Secretary of State’s office, or similar office of another State, which provides services to homeless individuals within Crook County. Homeless service agency may also include departments or divisions of local, state, or federal agencies which provide services to homeless individuals within Crook County.
- (f) Community. For the purposes of this Policy, the operative community for homeless persons in Crook County is the entire territorial boundaries of Crook County, including any incorporated cities therein.

Section 2: Application. This Policy applies to public property for which Crook County has a real property interest, whether that interest is fee simple, an easement, a real property license, a contingent future interest, or any other type of real property interest. This Policy is in addition to, and not in place of, other legal and equitable rights, remedies, and procedures as the County may employ, including but not limited to seeking recourse for trespass; public nuisances; planning, zoning, or land use violations; violations of structural, electrical, plumbing, or similar codes; or violations of public health or safety laws.

Section 3: Prior written notice. Subject to the provisions of Section 6 below and applicable law,

- (a) Before the County will remove individual(s) or personal property from a camp, and except as described herein or otherwise permitted by applicable law, the County will cause the posting of a notice that the camp will be removed.
- (b) The notice will be posted at least 72-hours before the removal is to occur.
- (c) The notice will be posted in both English and Spanish.
- (d) The notice will be posted at all entrances to the camp to the extent that the entrances can be reasonably identified.

- (e) When Crook County has received notice as described in Section 9 below by a homeless service agency, the County will provide the homeless service agency with written information regarding where the notices have been posted. The written information will be provided to the mail address or electronic communication address provided to the County in conformance with Section 9.
- (f) The notice will:
  - 1) state the location where unremoved personal property will be stored, and a phone number that may be used to find out where unremoved personal property will be stored; or
  - 2) If a permanent storage location has not yet been determined, the address and phone number of the public official or agency that will have the information when it is available.

Section 4: Storage of unremoved personal property. Subject to Sections 5 and 6 below, any personal property left unclaimed when a camp is removed will be stored as follows:

- (a) The unclaimed personal property will be stored for a minimum of thirty (30) days.
- (b) The unclaimed personal property will be stored in an orderly fashion, keeping items that are known to belong to an individual together to the extent that ownership can be reasonably determined.
- (c) The County will create a list of unclaimed items, with a brief description of general categories: i.e., clothing, bicycles, prescription medication, etc.
- (d) The personal property will be stored within the Crook County community. The storage location will be within the City of Prineville as the largest single population center unless, in the discretion of either the County Sheriff or County Administrator, good cause exists to store the unclaimed property elsewhere. Good cause may include, but is not limited to, availability of adequate and appropriate storage space, the relative cost of storage space, the need to store personal property for the above-stated period of time, other legal or equitable principles, or the convenience of staff members and members of the general public seeking to reclaim such personal property.
- (e) The County may establish a system for contacting the County to schedule an appointment at the storage location for homeless persons to claim personal property. The system may vary from one instance of removing a camp to another, where the circumstances may merit such variance and taking into consideration such matters including but not limited to: the amount of unclaimed personal property left after a homeless camp is removed; the type(s) of unclaimed personal property anticipated; the availability of County employees and other staffing matters; safety of the general public; the reasonable convenience of members of the general public; and costs borne by the taxpayers.
- (f) Unless otherwise established on a case-by-case basis, the system for contacting the County to schedule an appointment at the storage location is as follows:
  - 1) The homeless person may visit the Crook County Sheriff's Office or call the Sheriff's Office during regular office working hours.
  - 2) The individual requesting the appointment must describe in reasonable detail the unclaimed personal property they are claiming.

- 3) County staff members may examine the description, and compare it to a list of unclaimed property. If they determine that no such item is stored, they may inform the individual. Otherwise, they may schedule the appointment.
  - 4) An appointment will be schedule for a time within regular office hours.
  - 5) If the individual scheduling an appointment does not arrive within fifteen (15) minutes, the individual is considered a “no-show,” and will need to schedule another appointment before the expiration of the thirty (30) day period.
  - 6) Appointments scheduled beyond the thirty (30) day storage requirement are at the discretion of the County.
  - 7) The County cannot guarantee that it will be able to schedule appointments at any specific time within the thirty (30) day period.
  - 8) The individual claiming ownership of the personal property must be the person who attends the appointment and takes possession of the property.
- (g) If there are any unclaimed personal property items after the last scheduled appointment and after the thirty (30) day period has expired, the County is authorized to dispose of the property, or may donate the property to a corporation described in section 501(c)(3) of the Internal Revenue Code as amended and in effect on December 31, 2020.

Section 5: Unclaimed animals.

- (a) If any unclaimed personal property includes animals, the County will seek to house the animals in a local human society or other local animal shelter. If no such facility is reasonably available within the boundaries of Crook County, the County may seek to house the animals at such a facility located elsewhere, or another manner reasonably believed to be capable of maintaining the animals in good health.
- (b) The County is authorized to administer any emergency veterinary treatment as the County believes may be needed or useful.
- (c) Subject to and in accordance with applicable law, if the health of the animal is sufficiently degraded such that euthanasia may be humane, the County may seek a qualified professional to administer the euthanasia procedure.
- (d) If the animal is determined to be dangerous, the County may act in accordance with applicable law. This may include terminating the animal.

Section 6: Limitations on need for storage of unclaimed property. The provisions of Section 4 do not apply to:

- (a) Items that have no apparent value or utility or are in an insanitary condition. These items may be immediately discarded upon removal of the homeless individuals from the camp.
- (b) Weapons, controlled substances other than prescription medication and items that appear to be either stolen or evidence of a crime. Such items will be given or retained by law enforcement officials.

Section 7: The County is not able to and has no legal authority to adjudicate conflicting claims of ownership of personal property left unclaimed at a removed camping site. The

County makes no warranties towards anyone claiming the personal property, and cannot prevent damage, wear-and-tear, or other harm that might befall the unclaimed property. The County reserves the right to interplead conflicting claimants or take other action permitted by law or equity.

Section 8: The County is not required to provide any prior written notice to remove a homeless camp:

- (a) Where there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring;
- (b) In the event of an exceptional emergency at a camp, including but not limited to: possible site contamination by hazardous materials, a public health emergency, or other immediate danger to human life or safety;
- (c) If the location of the camp is at a cemetery for which Crook County has a real property interest, and if a funeral service is scheduled with less than 72 hours' notice at that cemetery, or a camp is established at the cemetery less than 72 hours before the scheduled service, the written notice described in Section 3 may be posted at least 24 hours before removing homeless individuals from the camp.

Section 9: An agency which provides services to homeless individuals in Crook County may submit a written request to Crook County, on a form adopted by the County for that purpose, requesting to receive notice of the future posting of any notices under this Policy.

Section 10: If any court of competent authority invalidates a portion of this Policy, the remaining portions will continue in full force and effect.

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

CROOK COUNTY COURT

\_\_\_\_\_  
Judge Seth Crawford

\_\_\_\_\_  
Commissioner Jerry Brummer

\_\_\_\_\_  
Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	___	___	___	___
Jerry Brummer	___	___	___	___
Brian Barney	___	___	___	___



## Agenda Item Request

**Date:**

*June 7, 2023*

**Meeting date desired:**

*June 14, 2023, Work Session and June 21, 2023, Regular Meeting (consent)*

**Subject:**

*Contract for Chief Information Officer (CIO) advisory services*

**Background and policy implications:**

*The County Court adopted an Information Technology Strategic Roadmap in April 2023. Included in the roadmap was the addition of several key positions, including a CIO. The County's IT Director will be leaving the organization later this year. To ensure a smooth transition to a CIO, enhanced continuing operations, determine scope of services need to assist with logistics for the Justice Center project and make progress on the IT Strategic Roadmap we discussed advisory services with VIE consultants. The proposed scope of services is attached.*

**Budget/fiscal impacts:**

*The contractual fee is within the adopted monthly budget for the CIO position.*

**Requested by:**

*Andy Parks, Administration*

**Presenters:**

*Andy Parks*

*Sydney Chandler, IT Director*

## CIO ADVISORY SERVICES AGREEMENT

This CIO Advisory Services Agreement (hereinafter “the Agreement”) is made by and between Virtual Information Executives, LLC, an Oregon limited liability company (hereinafter VIE) and Crook County, a political subdivision of the State of Oregon (hereinafter County.) VIE and County may be referred to herein as “a Party” or collectively as “the Parties.”

### RECITALS

A. WHEREAS, County is in need of advice and recommendations for the operation of its information technology resources such as would be provided by a Chief Information Officer (CIO) position, and is undertaking the process of determining how to structure that role. In the meanwhile, County is interested in engaging VIE to serve in a consulting role to provide strategic leadership recommendations as described herein; and

B. WHEREAS, County and VIE contemplate that this Agreement may be amended to include additional services related to the future operation of the Crook County Justice Center, a court, law enforcement, and public service building as yet being constructed.

### AGREEMENT

***Now, therefore,*** in consideration of the mutual covenants contained herein, the legal sufficiency of which is acknowledged, the Parties agree as follows:

1. **Adoption of Recitals:** The above Recitals are incorporated into this Agreement as terms of contract, and not mere recitals.
2. **Effective Date and Duration:** This Agreement becomes effective on the date when signed by both Parties (hereinafter “the Effective Date.”) Unless sooner terminated according to its terms, this Agreement will continue until twelve (12) weeks after the effective date.
3. **Payment:** Provided that VIE has provided to County a W-9 form, County will remit to VIE a fee as follows: Fees as described per the attached Exhibit 1, “Engagement Letter,” for the Phase 1 services.
4. **Scope of Services:** VIE will perform the Phase 1 services described on the attached Exhibit 1, by this reference incorporated herein. If the Parties wish to advance to the Phase 2 services, such additional services and fees will be as described on a written amendment signed by both Parties.
5. **County Point of Contact:** To help reduce the possibility of miscommunications, County will confer with VIE via a limited number of personnel. Unless altered by written

notice to VIE, the County's point of contact will be: The County IT Director, or, if that office is vacant, the County administrator, or other position as the County Court may designate.

6. Confidentiality: During the course of performance of work under this Agreement, VIE may receive information regarding organizations and County's business practices, employees, clients, etc. VIE agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.

7. Independent Contractor: By its execution of this Agreement, VIE certifies its status as a "Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600.

8. Authorized Signatures Required: Only those persons authorized by County may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of County. All persons doing business with County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for County has been duly authorized.

9. Compliance With the Laws: VIE agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules.

10. Protection of Personal Information: If VIE obtains any personal information as defined in ORS § 646A.602(11) related to this Agreement or concerning any County employee, VIE agrees to provide appropriate safeguards to protect the security of this information. VIE shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS §646A.622.

11. Entire Agreement: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives.

12. Amendments: This Agreement may be supplemented, amended or revised only in writing signed by both Parties.

13. Assignment/Subcontracting: Neither party may assign or subcontract this Agreement, in whole or in part, without the prior written consent of the other Party.

14. Termination: Either Party may terminate this Agreement for reasonable cause upon thirty (30) days' prior written notice. As used herein, "reasonable cause" includes material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage. Termination will not prejudice any right or claim which accrued prior to termination. Such notice will be sent to:

County:  
Crook County  
Attn: Legal Dept.  
300 NE Third Street  
Prineville, OR 97754

VIE:  
Virtual Information Executives, LLC  
Attn: Manoj Garg  
12639 NW Waker Drive  
Portland, OR 97229

15. No Authority to Bind County: VIE has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.

16. Governing Law and Venue: Any dispute under this Agreement shall be governed by Oregon law with venue being located in Prineville, Oregon.

17. Severability: If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.

18. Conditions Concerning Payment, Contributions, Liens, Withholding. Pursuant to ORS 279B.220, VIE shall:

- a) Make payment promptly, as due, to all persons supplying to the VIE labor or material for the performance of the work provided for in the contract.
- b) Pay all contributions or amounts due the Industrial Accident Fund from the VIE or subcontractor incurred in the performance of the contract.
- c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

19. Condition Concerning Payment for Medical Care and Providing Workers' Compensation. Pursuant to ORS 279B.230, VIE shall:

- a) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Employee, of all sums that VIE agrees to pay for the services and all moneys and sums that VIE collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- b) Comply with ORS 656.017 or if not exempt under ORS 656.126.

20. Certification of Tax Compliance. By executing this Agreement, VIE represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; VIE further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.

21. Attorney Fees: In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its

own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

22. Counterparts: This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.

**ACCEPTED FOR COUNTY:**

**ACCEPTED FOR VIE:**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT 1  
SCOPE OF SERVICES

	Engagement Letter	
	Crook County, Oregon	5/30/2023
	CIO Advisory Services	

County Court, Crook County  
Andy Parks, Consultant for Crook County  
300 NE 3rd Street  
Prineville, Oregon 97754

Dear Andy:

Thanks for the recent conversation over the past few weeks regarding your needs for CIO Advisory services for Crook County (CC). Per your request, I have prepared an engagement letter for CIO Advisory services. In this engagement, the VIE Consulting CIO will take on the role of CIO Advisor to CC and provide the leadership to make the necessary changes in the CC IT environment as agreed to at the end of the IT Strategic Roadmap engagement.

Sincerely,

Mark Wehrmeister  
Practice Director

**Background**

Crook County is located in Prineville, Oregon and provides a variety of services to the citizens of Crook County. CC recently engaged VIE to perform a comprehensive IT Assessment and create an IT Strategic Roadmap to help CC upgrade its IT capabilities and internal IT service processes.

The IT Assessment revealed that CC's Information Technology function is not playing as much of a strategic role as it should in supporting the effective operation and growth of county services. CC has decided to expand the role and job description for the County's IT leader to take a holistic approach to all areas of IT, not just focus on IT Infrastructure. CC wishes to engage the services of Virtual Information Executives (VIE). **Phase 1 of this engagement will include CIO Advisory Services including working with CC to determine scope of Phase 2 Justice Center project advisory services needed. Phase 2 services will be provided under an amendment to this engagement. VIE is pleased to offer Consulting CIO services and work with CC on this important initiative.**

**Engagement Objectives**

The VIE Consulting CIO will work on the tasks below. This list can be changed through a discussion and mutual agreement to achieve the best outcome for CC.

1. Effective IT Leadership – Guide appropriate investment of infrastructure funding. Review equipment standards against CC needs and guide IT staff implementing the standards. Advise team on IT service delivery.
2. Key IT projects – Assess current and planned key IT projects and priorities against adopted IT Strategic roadmap and course correct as needed. Oversee progress on IT Strategic Roadmap including assessing current state of key IT projects and advising project teams on resolving issues and challenges to ensure smooth completion and promised business outcomes.
3. IT Organization Structure – Implement changes in the IT organization structure and staff that more effectively leverage skill sets and teamwork. Assist CC with hiring IT staff members and external service providers if needed.
4. New CIO - Evaluate the CC environment and needs for a new IT leader. Create proper job description.
5. CIO Transition - Assist CC with the hiring of the permanent CIO and transition duties to enable a smooth transition.
6. Determine Scope for Phase 2 Advisory - Work with County staff to determine scope of additional services needed to assist with logistics for Justice Center Project
7. Any other strategic IT tasks and projects suitable and reasonably in scope.

**Limitation of the consultant role**

Role - Although the Consultant will provide professional CIO Advisory services, neither Consultant nor any other VIE consultants will represent themselves as the CIO of CC or use such a title during the term of this agreement. The Consultant is not authorized to act on behalf of CC or sign legal documents on behalf of CC.

Relationship with CC employees - The Consultant will be responsible for providing advice for leading the direction of the IT department, but will not have administrative authority over CC employees (i.e., evaluations, hiring, firing, grievance, etc.) CC agrees to indemnify VIE against employee related actions related to this engagement.

**Methodology**

VIE will provide an expert Lead CIO consultant who will work on the project objectives. The Initial period for the CIO Advisory Services engagement is 3 months. A joint assessment will be done by CC and VIE every four weeks to assess progress of the engagement.

**Joint Accountabilities**

1. Client will provide a point of contact to serve as the Client project coordinator and approve invoices for payment
2. Client will provide access to key personnel for gathering information
3. VIE will provide reports on progress regularly and on request
4. Each party agrees to inform the other about any intelligence or finding that would adversely impact the success of the project so that rapid action could be considered
5. Both CC and VIE will treat confidential information with sufficient care

**Consultants, Pricing and Timeline**

We will provide a qualified team of consultants for this engagement. Each consultant has previously served successfully in the role of the CIO and brings over 25 years of business and technology experience to this engagement. We will leverage our entire team for success on this engagement.

Mike Scheurman will lead this engagement and provide the CIO Advisory Services. Mike will be supported by Mark Wehrmeister. All our consultants have served as CIOs for other organizations and are capable of doing an excellent job in this role.

We can start this engagement in June 2023 or later. VIE's fees for this engagement will be:

Phase 1: \$17,500/month for CIO Advisory engagement objectives and tasks outlined above.

Phase 2: \$TBD (as contract addendum) for Justice Center project logistics advisory services scope determined under tasks above.

We will bill CC half the monthly fee twice a month on the 1st and the 16th for CIO Advisory services. The length of this engagement will be between 3-6 months based on mutual agreement between VIE and CC. We anticipate doing this engagement primarily remotely with occasional on-site visits. Travel for on-site work will be approved by Client and travel expenses will be billed at cost. We will minimize travel expenses.

**Terms and Conditions**

**Expenses:** VIE will present expenses to Client for approval prior to incurring them. For travel out of town, reasonable travel expenses will include personal car mileage reimbursement, full coach airfare, taxi or rental car, hotel, meals and tips. Travel time is billable at 50% of full billing rate.

**Invoicing and Payment:** Unless otherwise specified, payment is due in full on receipt. VIE may, at its option, discontinue services until all overdue amounts are paid. Any invoice thirty (30) days overdue shall bear a late payment charge of 1.5% per month after the due date or the highest rate allowed by law, whichever is less.

**Termination:** Once accepted, this agreement can be cancelled by either party with 30 days notice provided in writing to the signatories below. Upon receipt of cancellation all monies owed shall be immediately due and payable.

**Solicitation of VIE Consultants:** Should Client make an offer of employment to the VIE consultant during the course of the consultant's engagement with Client and up to six months after the engagement is concluded, Client agrees to pay VIE 15% of the total annual salary and benefits of the hired VIE consultant.

**Referrals:** Referrals are very important for VIE and the key enabler for our business. Upon the successful completion of key milestones in the project we will request referrals or a reference letter.

**Signatures**

Client signature below indicates acceptance of this statement of work and the terms and conditions herein.

For Virtual Information Executives:

For Crook County:

Signature:  \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Manoj Garg \_\_\_\_\_

Name: \_\_\_\_\_

Title: Managing Partner \_\_\_\_\_

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

Date: May 30, 2023 \_\_\_\_\_

Date: \_\_\_\_\_



## Agenda Item Request

**Date:**

*June 7, 2023*

**Meeting date desired:**

*June 14, 2023, Work Session*

**Subject:**

*Risk Management*

**Background and policy implications:**

*In 2019 the County moved from a standard deductible insurance plan (liability insurance) to an aggregate deductible plan. We are reviewing information with our agent of record to consider further changes to the insurance policy to reduce insurance costs. These changes would increase risk to the County. As we consider changes to alternative plans, we are briefing the County Court for their feedback and direction.*

**Budget/fiscal impacts:**

*Pending decisions. However, in fiscal year 2023-24 we created a Risk Management Fund to segregate risk management activities to improve transparency and reporting of performance.*

**Requested by:**

*Andy Parks, Administration*

**Presenters:**

*Elaina Huffman of Graybeal Insurance*

**Attachment**

*Presentation materials*



**GRAYBEAL**  
GROUP, INC.

# CIS Alternate Plan



# Crook County

## 10 Year Liability Alternative Plan Performance

As of 4/30/2023



citycounty insurance services  
cisoregon.org

Coverage Year	GL Plan Type	Liab Paid	Liab Losses	Deductible Collected	Est Future Coll. Based on Losses	Liab Prem	Deductible	Initial Premium	Remaining Liability	Total Collected To Date	Savings (+) or Loss (-)
		a	b	c	d	e	f	g	h (f - c)	i (c + g)	j (e - i)
2012-13	Standard	\$72,247	\$72,247			\$136,889					
2013-14	Standard	\$4,309	\$4,309			\$162,080					
2014-15	Standard	\$123,115	\$123,115			\$206,354					
2015-16	Standard	\$5,856	\$5,856			\$227,658					
2016-17	Standard	\$57,671	\$57,671			\$263,038					
2017-18	Standard	\$38,179	\$38,179			\$275,025					
2018-19	Standard	\$7,503	\$7,503			\$274,208					
2019-20	Agg Ded	\$12,740	\$122,740	\$12,740	\$87,260	\$400,940	\$100,000	\$325,940	\$87,260	\$338,680	\$62,260
2020-21	Agg Ded	\$1,305	\$1,305	\$1,305	\$0	\$399,139	\$100,000	\$324,139	\$98,695	\$325,444	\$73,695
2021-22	Agg Ded	\$65,114	\$1,060,042	\$65,114	\$34,886	\$408,205	\$100,000	\$333,205	\$34,886	\$398,318	\$9,886
2022-23	Agg Ded	\$0	\$0	\$0	\$0	\$435,392	\$100,000	\$360,392	\$100,000	\$360,392	\$75,000
<b>Total</b>					\$122,146				\$320,841		\$220,841

Liability losses includes only payments and reserves on known General and Auto Liability claims and excludes Cyber. Unexpected development on known claims, and emergence of new claims is common especially in recent coverage years.

### Legend

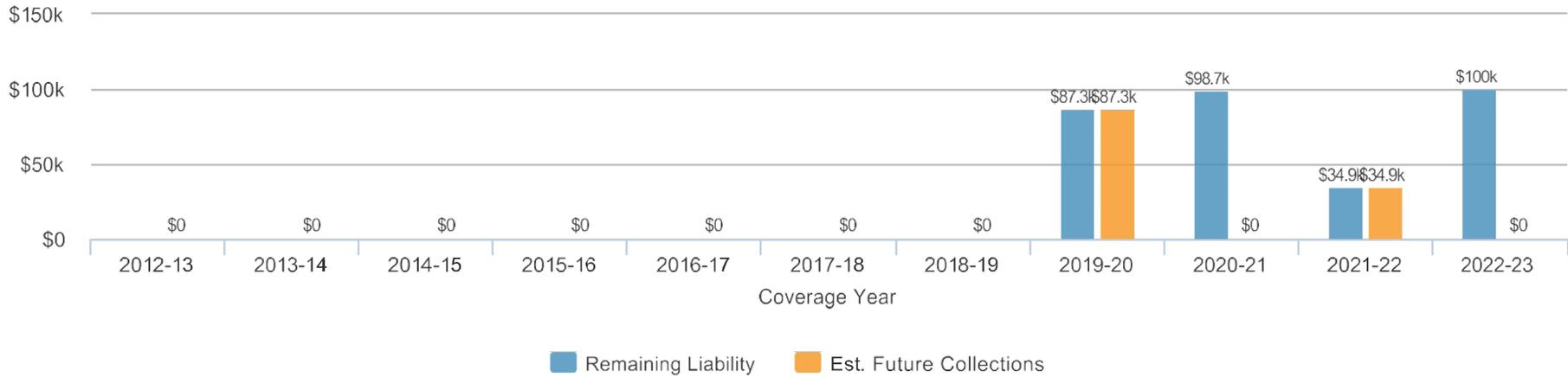
- a Paid losses through end of previous month
- b Actual disbursements (paid losses) + dollars set aside by claims adjusters for known claims (reserves) through end of previous month
- c Amount of deductible collected to date (a capped at deductible)
- d Additional amount estimated to be collected based on dollars set aside by claims adjusters for known claims (reserves)
- e Rate x Exposure: Basis for all plans
- f Maximum deductible amount to be collected for claim payments during a particular coverage year
- g Liability premium reduced by the credit amount
- h Difference between the deductible (f) and deductible amount collected to date (c) (f - c)
- i Initial premium collected (g) plus the deductible amount collected to date (c) (c + g)
- j Difference between amount collected to date on standard plan (e) vs. on a alternative plan (i) (e - i)

### Liability Alternative Plan Performance Summary

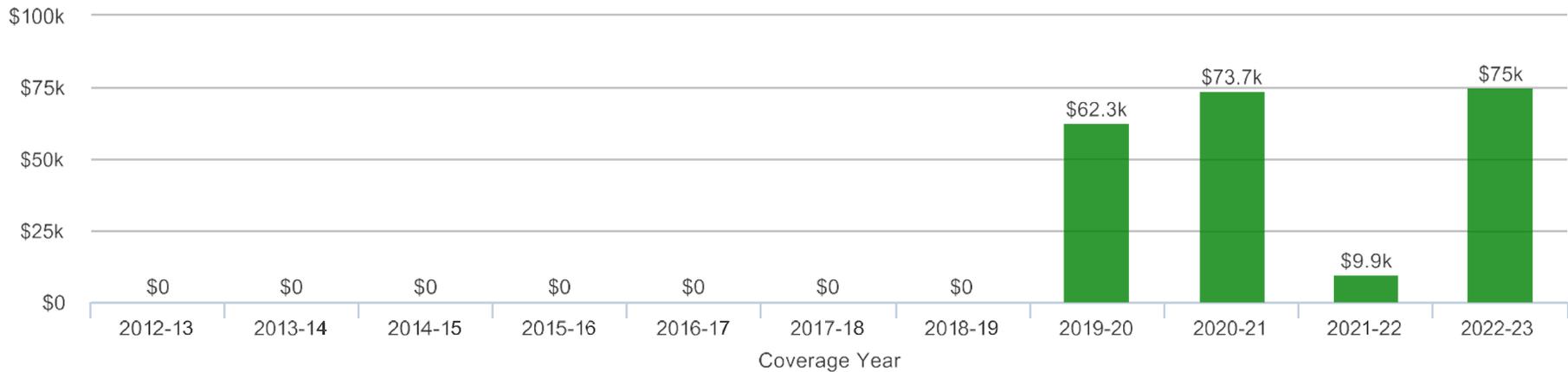
**\$220,841** has been saved on alternative plans over the past 10 coverage years.



**Liability Alternative Plan Remaining Liability**



**Liability Alternative Plan Savings (+) or Loss (-) Compared to a Standard Liability Plan**



**Comparison of a Liability Agg. Deductible Plan with a \$100,000 Deductible to a Standard Liability Plan**

As of 4/30/2023



Coverage Year	Liab Premium	Liab Losses	Initial Premium	Deductible Collected	Total Collected To Date	Savings (+) or Loss (-)
	a	b	c	d	e (c + d)	f (a - e)
2012-13	\$136,889	\$72,247	\$61,889	\$72,247	\$134,136	\$2,753
2013-14	\$162,080	\$4,309	\$87,080	\$4,309	\$91,390	\$70,691
2014-15	\$206,354	\$123,115	\$131,354	\$100,000	\$231,354	-\$25,000
2015-16	\$227,658	\$5,856	\$152,658	\$5,856	\$158,514	\$69,144
2016-17	\$263,038	\$57,671	\$188,038	\$57,671	\$245,709	\$17,329
2017-18	\$275,025	\$38,179	\$200,025	\$38,179	\$238,204	\$36,821
2018-19	\$274,208	\$7,503	\$199,208	\$7,503	\$206,711	\$67,497
2019-20	\$400,940	\$122,740	\$325,940	\$100,000	\$425,940	-\$25,000
2020-21	\$399,139	\$1,305	\$324,139	\$1,305	\$325,444	\$73,695
2021-22	\$408,205	\$1,060,042	\$333,205	\$100,000	\$433,205	-\$25,000
2022-23	\$435,392	\$0	\$360,392	\$0	\$360,392	\$75,000
<b>Total</b>	<b>\$3,188,928</b>	<b>\$1,492,967</b>	<b>\$2,363,928</b>	<b>\$487,070</b>	<b>\$2,850,999</b>	<b>\$337,930</b>

**Legend**

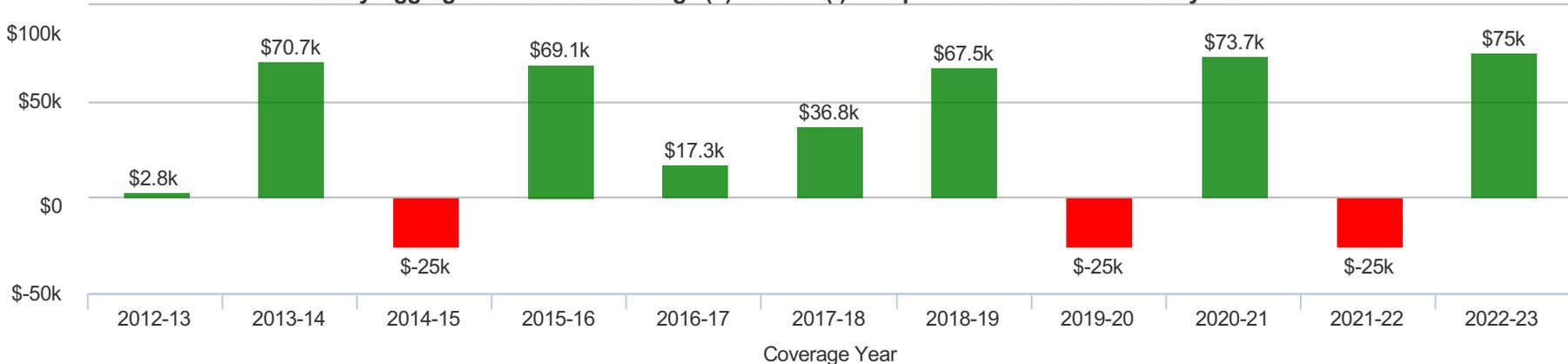
- a Rate x Exposure: Basis for all plans
- b Actual disbursements (paid losses) + dollars set aside by claims adjusters for known claims (reserves) through end of previous month
- c Premium that would have initially been paid on a \$100,000 Agg Ded plan at renewal (a - (deductible x 0.75))
- d Incurred claims (b) up to aggregate deductible (b capped at deductible)
- e Final amount that would have been paid if on a \$100,000 Agg Ded plan (c + d)
- f Compares what would have been paid if on a \$100,000 Agg Ded plan (e) to standard premium (a) (a - e)

**Liability Plan Comparison**

**\$337,930** would have been saved on a \$100,000 Aggregate Deductible plan over a 10 year coverage period.

Liability losses includes only payments and reserves on known General and Auto Liability claims and excludes Cyber. Unexpected development on known claims, and emergence of new claims is common especially in recent coverage years.

**Liability Aggregate Deductible Savings (+) or Loss (-) Compared to a Standard Liability Plan**



# Crook County

## Comparison of a Liability Per Occ. Deductible Plan with a \$10,000 Deductible to a Standard Liability Plan

As of 4/30/2023



citycounty insurance services  
cisoregon.org

Coverage Year	Liab Premium	Liab Losses	Initial Premium	Deductible Collected	Total Collected To Date	Savings (+) or Loss (-)
	a	b	c	d	e (c + d)	f (a - e)
2012-13	\$136,889	\$72,247	\$110,880	\$41,055	\$151,935	<b>-\$15,046</b>
2013-14	\$162,080	\$4,309	\$131,285	\$4,309	\$135,594	<b>\$26,486</b>
2014-15	\$206,354	\$123,115	\$167,147	\$29,164	\$196,311	<b>\$10,043</b>
2015-16	\$227,658	\$5,856	\$184,403	\$5,856	\$190,259	<b>\$37,399</b>
2016-17	\$263,038	\$57,671	\$213,061	\$18,171	\$231,232	<b>\$31,806</b>
2017-18	\$275,025	\$38,179	\$222,770	\$20,000	\$242,770	<b>\$32,255</b>
2018-19	\$274,208	\$7,503	\$222,109	\$7,503	\$229,612	<b>\$44,596</b>
2019-20	\$400,940	\$122,740	\$324,762	\$20,000	\$344,762	<b>\$56,179</b>
2020-21	\$399,139	\$1,305	\$323,303	\$1,305	\$324,608	<b>\$74,531</b>
2021-22	\$408,205	\$1,060,042	\$330,646	\$24,673	\$355,318	<b>\$52,886</b>
2022-23	\$435,392	\$0	\$352,667	\$0	\$352,667	<b>\$82,724</b>
<b>Total</b>	<b>\$3,188,928</b>	<b>\$1,492,967</b>	<b>\$2,583,032</b>	<b>\$172,035</b>	<b>\$2,755,067</b>	<b>\$433,861</b>

### Legend

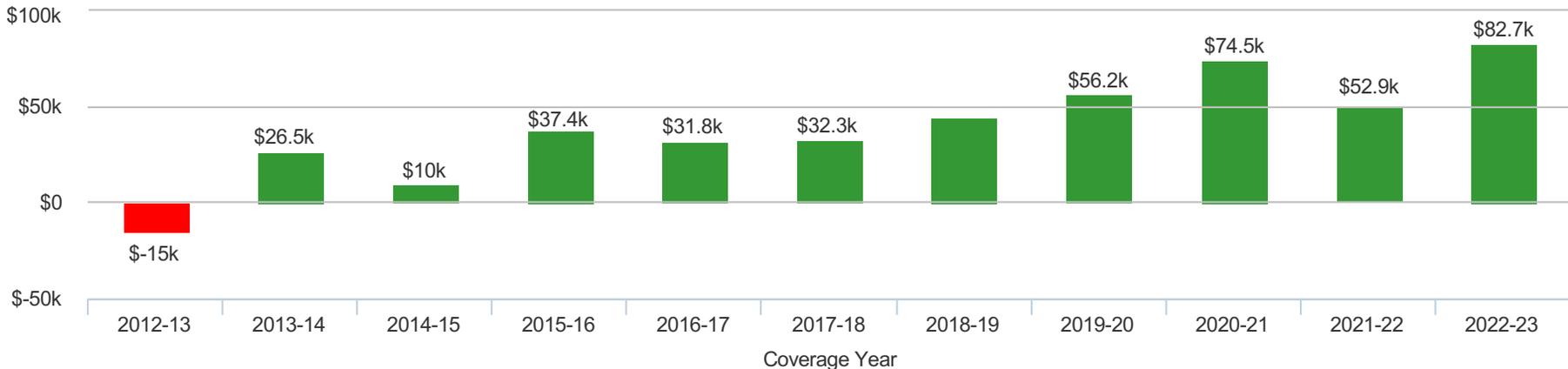
- a Rate x Exposure: Basis for all plans
- b Actual disbursements (paid losses) + dollars set aside by claims adjusters for known claims (reserves) through end of previous month
- c Premium that would have initially been paid on a \$10,000 Per Occ Ded plan at renewal
- d Incurred claims (b) up to per occurrence deductible (individual claim capped at deductible)
- e Final amount that would have been paid if on a \$10,000 Per Occ Ded plan (c + d)
- f Compares what would have been paid if on a \$10,000 Per Occ Ded plan (e) to standard premium (a) (a - e)

**Liability Plan Comparison**

**\$433,861** would have been saved on a \$10,000 Per Occurrence Deductible plan over a 10 year coverage period.

Emergence of new claims is common especially in recent coverage years.

**Liability Per Occurrence Deductible Savings (+) or Loss (-) Compared to a Standard Liability Plan**



# Crook County

## Comparison of a Liability Per Occ. Deductible Plan with a \$25,000 Deductible to a Standard Liability Plan

As of 4/30/2023



citycounty insurance services  
cisoregon.org

Coverage Year	Liab Premium	Liab Losses	Initial Premium	Deductible Collected	Total Collected To Date	Savings (+) or Loss (-)
	a	b	c	d	e (c + d)	f (a - e)
2012-13	\$136,889	\$72,247	\$97,191	\$71,885	\$169,076	<b>-\$32,187</b>
2013-14	\$162,080	\$4,309	\$115,077	\$4,309	\$119,386	<b>\$42,694</b>
2014-15	\$206,354	\$123,115	\$146,511	\$59,164	\$205,675	<b>\$679</b>
2015-16	\$227,658	\$5,856	\$161,637	\$5,856	\$167,493	<b>\$60,165</b>
2016-17	\$263,038	\$57,671	\$186,757	\$33,171	\$219,928	<b>\$43,110</b>
2017-18	\$275,025	\$38,179	\$195,268	\$35,000	\$230,268	<b>\$44,757</b>
2018-19	\$274,208	\$7,503	\$194,688	\$7,503	\$202,191	<b>\$72,017</b>
2019-20	\$400,940	\$122,740	\$284,668	\$37,740	\$322,408	<b>\$78,533</b>
2020-21	\$399,139	\$1,305	\$283,389	\$1,305	\$284,694	<b>\$114,445</b>
2021-22	\$408,205	\$1,060,042	\$289,825	\$54,673	\$344,498	<b>\$63,707</b>
2022-23	\$435,392	\$0	\$309,128	\$0	\$309,128	<b>\$126,264</b>
<b>Total</b>	<b>\$3,188,928</b>	<b>\$1,492,967</b>	<b>\$2,264,139</b>	<b>\$310,605</b>	<b>\$2,574,744</b>	<b>\$614,184</b>

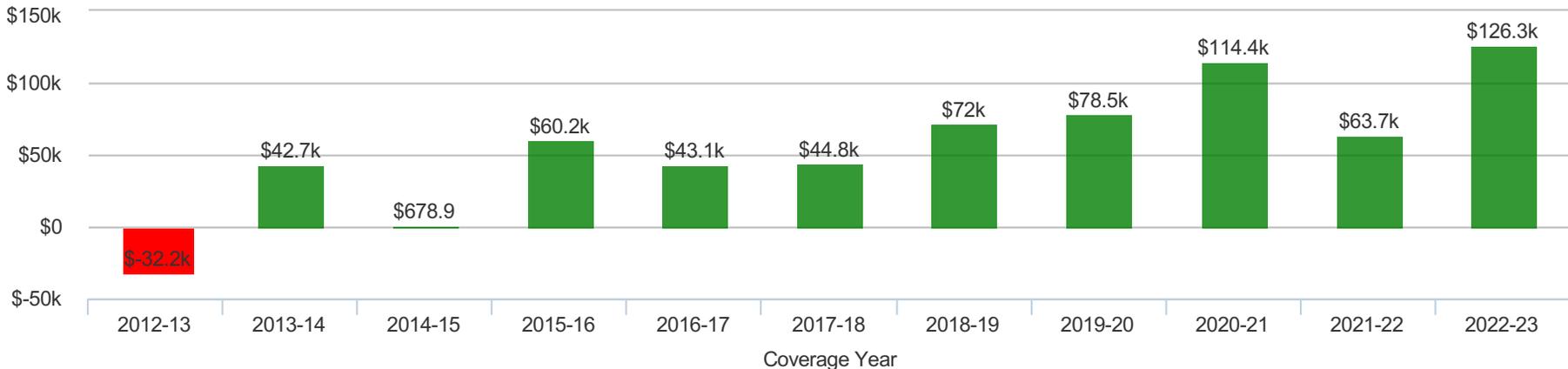
### Legend

- a Rate x Exposure: Basis for all plans
- b Actual disbursements (paid losses) + dollars set aside by claims adjusters for known claims (reserves) through end of previous month
- c Premium that would have initially been paid on a \$25,000 Per Occ Ded plan at renewal
- d Incurred claims (b) up to per occurrence deductible (individual claim capped at deductible)
- e Final amount that would have been paid if on a \$25,000 Per Occ Ded plan (c + d)
- f Compares what would have been paid if on a \$25,000 Per Occ Ded plan (e) to standard premium (a) (a - e)

**Liability Plan Comparison**  
**\$614,184** would have been saved on a \$25,000 Per Occurrence Deductible plan over a 10 year coverage period.

Emergence of new claims is common especially in recent coverage years.

**Liability Per Occurrence Deductible Savings (+) or Loss (-) Compared to a Standard Liability Plan**





Crook County  
 Alternative Plan What-If Comparison  
 10-Year Look  
*\*as of 4.30.2023*

Occurrence Deductible	Annual % Discount	Total Savings / Loss
<b>1,000</b>	4%	\$101,341
<b>2,500</b>	8%	\$195,950
<b>5,000</b>	14%	\$340,057
<b>10,000</b>	19%	\$433,861
<b>25,000</b>	29%	\$614,184
<b>50,000</b>	39%	\$808,266
<b>100,000</b>	47%	\$940,830

Aggregate Deductible	Annual Discount	Total Savings / Loss
<b>90,000</b>	\$67,500	\$285,430
<b>100,000</b>	\$75,000	\$337,930
<b>125,000</b>	\$93,750	\$473,325



## Crook County

### Liability 10-year Claims Count

*\*as of 4.30.2023*

<b>Year</b>	<b>General Liability</b>	<b>Auto Liability</b>	<b>Total</b>
<b>2012 - 2013</b>	8	1	9
<b>2013 - 2014</b>	3	0	3
<b>2014 - 2015</b>	7	0	7
<b>2015 - 2016</b>	4	0	4
<b>2016 - 2017</b>	6	1	7
<b>2017 - 2018</b>	3	1	4
<b>2018 - 2019</b>	3	2	5
<b>2019 - 2020</b>	8	1	9
<b>2020 - 2021</b>	6	0	6
<b>2021 - 2022</b>	5	2	7
<b>2022 - 2023</b>	4	1	5
<b>2023 - 2024</b>			

Elaina Huffman

541.602.6030

[elaina@graybealgroup.com](mailto:elaina@graybealgroup.com)



Sharon Wray

541.788.8023

[sharon@graybealgroup.com](mailto:sharon@graybealgroup.com)



Home Office

541.567.5523

[greg@graybealgroup.com](mailto:greg@graybealgroup.com)

