



# **CROOK COUNTY WORK SESSION AGENDA**

**Wednesday, April 10, 2024 at 9:00 am**

**Crook County Board of Commissioners meeting room, 320 NE Court Street, Prineville, Oregon.**

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. Consider Appointments to the Budget Committee**

Requester: Andy Parks

Presenter: Christina Haron, Finance Director

### **2. Human Resources Roadmap**

Requester: Andy Parks

Presenters: Mark Wehrmeister / Carol Whitside

VIE Consultants

### **3. Discuss roles and responsibilities of Court (all Commissioners) and Board Chair**

Requester: Andy Parks

Contract County Administrator

### **4. Purchase of New Pickup**

Requester: Brad Haynes

Crook County Road Department

### **5. Landfill Water Truck Purchase**

Requester: Jacquie Davis

Landfill Manager

### **6. Livestock Pen Purchase Approval**

Requester: Casey Daly

Fairgrounds Manager

### **7. Oregon Dept. of Forestry IGA for leasing ramp space at Airport for Fire season**

Requester: Kelly Coffelt

Airport Manager

**8. Natural Resources Committee letter to BLM regarding input to the Programmatic Solar EIS**

Requester: Tim Deboodt

Natural Resources Policy Coordinator

**9. Text Amendment Updates**

Requester: Will Van Vactor

Community Development Director

**10. Consider amendment of existing agreement with PERS enrolling police officers in PERS to add Deputy District Attorneys employed by the County on and after 1/1/2024 to the existing Police/Fire PERS agreement pursuant to the legislative intent of HB 2054**

Requester: Kari Hathorn

District Attorney

**11. To consider the status of Andy Parks' contract**

Requester: Susan Hermreck

County Commissioner

## **ADMINISTRATOR REPORT**

## **COMMISSIONER UPDATES**

## **EXECUTIVE SESSION**

The Crook County Board of Commissioners will now meet in executive session under ORS 192.660(2)(h) for the purpose of consulting with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Representative of the news media and designated staff shall be allowed to attend the executive session.\* All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

**12. ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.**

## **NOTICE AND DISCLAIMER**

The Crook County Board of Commissioners 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 Board of Commissioners has published this PDF file. This files contains the material to be presented before the County Board of Commissioners for

its next scheduled work session.

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### **Additional Items**

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 04/09/2024 at 8:33 AM



## Agenda Item Request

**Date:**

*April 2, 2024*

**Meeting dates desired:**

*April 10, 2024, work session*

*April 17, 2024, regular meeting*

**Subject:**

*Consider appointment of citizens to the Budget Committee*

**Background and policy implications:**

*ORS 294.414(2) states "The budget committee shall consist of the members of the governing body and a number, equal to the number of members of the governing body, of electors of the municipal corporation appointed by the governing body;....."*

*ORS 294.414(5) states "Appointive members of a budget committee that prepares an annual budget shall be appointed for terms of three years. The terms shall be staggered so that, as near as practicable, one-third of the terms of the appointive members end each year."*

*As requested by the BOC, finance staff have interviewed four candidates, with a fifth interview pending. Their scoring and recommendation are attached, together with the draft Order that sets forth the appointments to the budget committee consistent with the recommendation. The BOC is the body to make the appointments and may select whichever candidates the BOC desires.*

**Budget/fiscal impacts:**

*None*

**Legal Review:**

*NA*

**Requested by:**

*Andy Parks, Contract County Administrator*

**Presenters:**

*Christina Haron, Finance Director*

**Attachments**

*Order 2024-23*



**Budget Committee Candidate Interview Scoring** | March/April, 2024

<b>Candidate Name:</b>	<b>Bill Anderson</b>	<b>Gary Bellah</b>	<b>Stephen Brown</b>	<b>Christine Kurtz</b>	<b>Scott Tibbs</b>
<b>Total Score (out of 32)</b>	<b>31</b>	<b>0</b>	<b>32</b>	<b>25</b>	<b>28.5</b>
Recommendation	<i><b>Recommend for 3-year term</b> (replaces Steve Forrester's position)</i>	<i>Pending Interview - waiting on call back</i>	<i><b>Recommend for 2-year term</b> (replaces Bobbi Cook's position)</i>		<i><b>Recommend for 1-year term</b> (replaces Steve Markell's position)</i>

**IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON**  
**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF THE  
 APPOINTMENTS TO THE  
 BUDGET COMMITTEE**

**ORDER 2024-23**

**WHEREAS**, volunteers are essential to the operation of the county government; and

**WHEREAS**, the Board of Commissioners has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees:

**NOW, THEREFORE**, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointments to the Budget Committee:

<b>Board</b>	<b>Appointee</b>	<b>Term</b>	<b>Oath required</b>
Budget Committee Position #1	Scott Tibbs	1 Year Term Expiring: 12/31/24	Yes
Budget Committee Position #2	Stephen Brown	2 Year Term Expiring: 12/31/25	Yes
Budget Committee Position #3	William Anderson	3 Year Term Expiring: 12/31/26	Yes

DATED this 17<sup>th</sup> day of April 2024.

\_\_\_\_\_  
 Seth Crawford  
 County Commissioner

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

\_\_\_\_\_  
 Susan Hermreck  
 County Commissioner



## Agenda Item Request

**Date:**

*April 2, 2024*

**Meeting dates desired:**

*April 10, 2024 work session*

*April 17, 2024, regular session*

**Subject:**

*Human Resources Roadmap*

**Background and policy implications:**

*Several departments have recently or are in the process of completing department assessments/strategic plans: finance (outside assessment, complete), Sheriff's Office (internal with limited outside assistance, complete), IT (external, complete), Community Development (internal, complete), Road (Transportation System Plan, external, in progress), Library (outside, in progress), Fairgrounds (external, in progress), Museum (internal, complete), Facilities (internal, in progress) and human resources (external, complete, please see attached report and summary).*

*The attached report provides an assessment of the status of the HR operation county-wide and a road map to guide the organization to reach the desired state. We have hired the 3<sup>rd</sup> HR staff and contract for HR project management. We are in progress of completing the other activities noted for the 3<sup>rd</sup> quarter and have the other activities scheduled as shown.*

**Budget/fiscal impacts:**

*The fiscal impact to fully implement the recommendations are unknown, however, the County has approved budget for the minimum staffing level of three HR personnel and funding to initiate the acquisition and implementation of the HR information system (HRIS) recommended in the road map.*

**Legal Review:**

*NA*

**Requested by:**

*Andy Parks, Contract County Administrator*

**Presenters:**

*Mark Wehrmeister, Practice Director, VIE Consultants*

*Carol Whitside, Consultant, VIE Consultants*

**Attachment**

*Report*



HR RoadMap  
For



February 2024

# Crook County HR Strategic Roadmap



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# Crook County HR Strategic Roadmap



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## Introduction

This report provides a review of the current capabilities and customer service for Human Resources (HR) responsibilities in Crook County. While not a strategic plan, it provides starting points and guidelines that can lead to quality HR services.

Virtual Information Executives (VIE) prepared this report based on interviews with Crook County personnel (see Appendix [A](#)), review of existing documents, and our understanding of relevant HR best practices.

Interviews were conducted over four weeks to hear what is working well and what can be improved with two foci: potential improvements and steps to prepare for a new HR Information System (HRIS). Interviewees were given a guideline of topics listing the HR functions for discussion. The discussions were flexible, allowing for additional comments or experiences to be shared as well.

The structure of this report is intended to be concise and actionable with details, background, and reference material available in the appendices.

As provided on the County [website](#), HR is “responsible for the general administration of County personnel” and lists their responsibilities as:

- *Recruiting & Hiring* (discussion also included Onboarding and Offboarding)
- *Benefits* (also discussed were Compensation and Payroll)
- *Personnel records*
- *State and Federal Regulatory Compliance*
- *Employee Relations and Engagement*
- *County policy and practice*
- *Performance reviews*
- *Employee Training and Development*

This report reviews each of these topics to understand the current situation and to recommend ways to continue or improve service in each area.

Current business objectives were taken from the County Goals listed on the web site (see Appendix [C](#)). HR staff did not articulate specific plans tied to these goals nor were lists of tasks or requests available in the documents provided. Budget was only discussed in the context of recent changes to where training was budgeted.

The last review topic is the planned HRIS – its selection and implementation.

The final section is a RoadMap consolidating tasks and projects as a basis for moving forward.



## Executive Summary

### County Challenges for HR

Crook County (see Appendix [B](#) for further descriptive information) has had a recent structural change establishing a County Administrator over all departments led by appointed officials. This change is offering both opportunities for clearer direction and a need for adjustment affecting HR and the entire organization. Interviewees expressed support for changes such as the twice-monthly department head meetings and for efforts towards a new HRIS.

County departments have functioned as somewhat separate entities, including having taken on large parts of the HR functions and implemented them as individual department processes. It is not clear there is a consensus on what should be expected from a centralized HR service.

As a small population rural county with a more populous, more urban neighbor county with additional municipal governments, Crook County has additional challenges with its recruiting and retention efforts and is often training people who then move on. National shortages for select skills such as nurses and lawyers also impact the County. With an unemployment rate of 6.2% per the US Bureau of Labor Statistics (December 2023), creative options for remote work or explicit training / internships can be an opportunity.

### Key Observations and Findings

Interviewees appreciated the ability to get good answers to HR questions and noted that HR may be understaffed to meet all the needs.

Many of the concerns expressed about HR revolve around needing access to information – such as who is doing what in the onboarding process, the current status of a request to post for a new hire, an individual’s hire date – and the need to collaborate with HR such as when selecting sites for posting a job opening.

The four recurring requests from the departments interviewed were topics that were likely top of mind because of recent discussions in the department managers’ meeting.

1. Managers want to easily see personnel information – date hired, pay history, training.
2. Managers want to get feedback on the hiring process – status of postings, how applicants were screened, what the interviews learned.
3. All employees want to be able to reference their pay stubs / pay history easily.
4. The time reporting process needs to be made easier and less cumbersome.

In general, while supportive of HR, most departments expressed some form of dissatisfaction because they were not being kept in the loop or getting prompt answers. Because the departments are often very specialized in their hiring and training needs, they did not want or expect HR to be able to do everything that needs to be done in these areas. Specific



expectations for a truly service-oriented HR beyond doing basics better did not seem to be in the picture.

## Recommendations Overview

Our recommendations are intended to generate a shared understanding of HR functions and service levels. Specific County Goals (see Appendix C) incorporated into this report are Goal 1 (defined level of service) and Goal 3 (adequate staffing and employee retention and recruitment program). HR is also involved in meeting the other County Goals so those were also considered when formulating these recommendations.

Two broad areas to be addressed are Collaboration and Service Management & Systemization. Long-term managers in County departments are used to a go-it-alone style. Newer managers came to the County with varying experiences of what shared services should provide. Without clearly documented services, processes and standard procedures, there are a lot of wheels being reinvented.

Individual assignments and large meetings have not been enough to build collaboration. We recommend using small, structured teams for targeted deliverables that are to be drafted / defined in one meeting and then revised and approved at the Department Head meeting within two weeks. Forming teams with diverse membership will build trust and get results faster.

Service Management & Systemization --defining services provided, service levels, and documented and systematic ways of doing things -- is a lot of work. It can also be seen as bureaucratic make-work unless direct and personal benefit is demonstrated. We recommend starting with quick wins that will satisfy some expressed concerns and build on those discussions and efforts that have already begun.

1. Fill the vacant HR position for recruiting backup and process documentation
2. Complete the onboarding improvement project to make it consistent and helpful
3. Schedule a regular review of employee turnover and hiring status with HR, the relevant department or hiring manager, and the County Administrator
4. Make *TextMyGov* more easily routed; include Jobs/HR as a category
5. Update the Personnel Action Form (PA) to include Financial Impact
6. Find a short-term solution to provide electronic access to employee pay stubs

Longer term efforts start with documenting what is in place now, adapting to what can be done with the new HRIS, and putting in place metrics and methods for continuous improvement.

## Key Recommendations

- Reinforce the HR Director's need to work proactively and to define standardized services and processes that align with business needs.

# Crook County HR Strategic Roadmap



- Clarify the full set of services and service levels to be provided by a central shared services HR department. HR should “own” services (internally or outsourced) for all traditional HR functions (see Appendix [H](#))
- Implement change management processes to help with rapid organizational change, including, but not limited to, HR-related changes.
- Consider using a formal service management framework for HR services, including an HR Service Catalog, tracking of service requests, and regular metrics reporting for key HR services.
- Create an Employee Journey Map supported by documented policies, processes, and procedures covering the entire employee lifecycle.
- Centralize HR records in an enterprise HRIS system and provide direct access and self-service features to managers and employees.
- Consider options for a common repository for version-controlled documents -- including policies, procedures, employee certificates -- with secure, role-based access.
- Conduct annual or bi-annual employee satisfaction surveys. Analyze results and share with department managers and employees.
- Create employee engagement programs based on results from employee satisfaction surveys, exit interviews and information from other sources.

Specific tasks for key HR functional areas are detailed in the Recommendations section in the body of this report. These serve as a starting point for addressing the broader recommendations and provide actionable steps towards County Goal 1 Objective 2, Goal 3 Objective 2, and Goal 7 Objective 1.

Specific HR metrics are suggested in their own section below. Metrics collected and reported should include Hiring Support, Employee Retention, Policy Compliance, and Service Orientation. They will need to be phased in over time since staff time and data are not readily available today.

Successful selection and implementation of an HR Information System (HRIS) is critical for Crook County to effectively provide and manage HR services. Projects of this type regularly fail without thorough planning and experienced project management.

Primary functions of an HRIS are record-keeping, workflow management, and document management for employees and candidates. Gaps to be addressed by an HRIS and necessary integrations to other software include:

- Self-service portal capability for employees and managers
- Integration or embedded functionality for document management, hiring, payroll, performance and compensation management, Learning and development, and benefits
- Better defined and easier to use processes for hiring, onboarding, time reporting, performance reviews, continuing education, offboarding, analytics

# Crook County HR Strategic Roadmap



- More training opportunities and materials for employees and managers

Key project steps are creating a project charter, definition of goals and teams, review of current procedures and systems that touch on employee data, definition of desired “future state” processes, and development of a project plan, coordinating with the selected vendor’s methodology.

Overall, the recommendations emphasize preparing documentation to know what is there before changes are made and encouraging buy-in with frequent communication, emphasizing small teams charged with specific, readily completed tasks. Staffing the third HR position and the HRIS Implementation Manager positions are critical first steps.

## Observations and Findings

Crook County recently changed from a system where a three-member Court (board of directors) constituted management to contracting a consultant to implement the County Administrator role into the organization. This has centralized leadership while the Court continues oversight. This new structure affects all County departments. For HR it has meant newly articulated direction and requirements that have not always been met.

Historically each department has operated almost as its own company. Department leadership is split almost evenly between people who have served in their position for more than 5 years and those who have served under two years. These two groups have different expectations for how to do things – on their own and tailored to their department or within a more defined, “checklist” orientation where responsibility is shared between departments and the support areas of HR, Finance, IT, Legal, and Facilities.

In general, processes are seen to be improving under the new County leadership. In addition to a more defined interview process, the twice-monthly department head meetings are seen as helpful in promoting communication among departments.

Overall, HR is seen as an occasional resource but not seen as providing direct leadership or clear and consistent procedures. It seemed that many of the concerns had been voiced before or had been part of department head meetings. It was not clear that there is a common organizational understanding of an effective role for HR. Reviewing a prior study (Discovery Listening Interviews - January 2022 – Rachael Gass) many of the same needs were expressed in the interviews for this report.

- “Transparent communication”
- “Streamline how performance management is managed - feel undervalued”
- “Flexible schedules, working from home”
- “Consistency, guidance in handling performance issues – training”
- “Clarity on expectations, accountability – role of Court members”
- “Collaboration”
- “Strategic planning”
- “Management and leadership training”

## HR Structure and Leadership

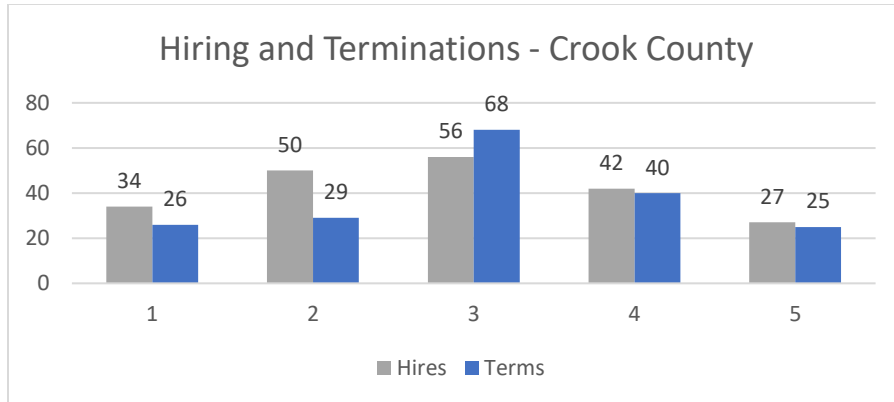
Staff turnover in HR, even with a long-term director, has made it difficult for departments to know how to get things done and who has what expertise when a question needs to be answered. Some functions such as an HR portal in NaviLine have been lost, possibly due to staff not having full training under high turnover.

# Crook County HR Strategic Roadmap



Several directors noted that HR likely needs more staff; noting that to provide HR services to the Sheriff’s department will increase the HR workload and that the hiring process is a full-time job.

There have been 209 new hires and 188 terminations from FY 2020 through Q2 of FY 2024 (year 5 below)– about 12 new hires and 10 terminations per quarter – which demonstrates the heavy demand on recruiting. As of late January, there are ten open posted positions. There is one vacant unposted position in HR.



Some aspects of HR support and coordination for the Sheriff’s department continue to be with the City of Prineville because of the close relationship between the Sheriff’s office and the City Police.

Benefits administration and questions are handled in Finance though this used to be a responsibility of HR.

The HR director is helpful and provides information when asked directly; she is the “go to” person since the role and expertise of other HR staff has not been explicit and the only other person in HR primarily works on hiring. However, there is poor follow through on requests not strongly pursued by the requestor. No process was defined for tracking or prioritizing requests.

In the past it was felt there was not strong County leadership support for improving HR processes. The siloed management as distributed among members of the Court made it difficult to impose standardization. Also, HR department management did not come with a background of experience in documenting procedures. Processes have been left up to the departments to set up or adapt for themselves.

No specific metrics for reporting or HR department performance have been defined.

## Recruiting and Hiring

This topic is expanded to include Onboarding and Offboarding as related aspects to the hiring process.

# Crook County HR Strategic Roadmap



The County has a small population that contributes to having a small pool of applicants for new positions. Several departments use specialized job boards or recruiting networks to attract candidates. For example, the Library uses job sites where trained librarians are likely to look for opportunities; the Fairgrounds has a pool of volunteers as potential employees; and for the Sheriff's office it is often the case that "cops will find us".

Initiating a new hire via a Personnel Action Form does not confirm there is clear budget available for the position. Position control seems to be pretty much ignored. Changes to job descriptions and budgets are not clearly managed so that changes are appropriately approved.

Several departments mentioned that in addition to the sites HR uses to post jobs, they have specialized job boards where they often post jobs themselves. It is unclear if HR is keeping track of those sites, either as general reference or to be able to post as part of the HR process. A question was raised on the possibility of adding special questions to the application to be able to further screen applicants for specific positions.

There is limited tracking of applicants. The software used, *HiringThing*, indicates if an applicant has applied to the County before but there was no mention of analysis or reports for such questions as how many applicants apply for different kinds of positions or diversity measures. A quick review of *HiringThing* indicates it may have features that would help the hiring process but are not used.

The new hire process has recently been redefined with interview questions and three levels of interview (HR, a panel, and the hiring manager). This new process has not been experienced by all departments yet. Although grateful that there is a defined interview process, those who have used it commented that it's not clear what is being learned in the interviews and what HR contributes at each step. Some were concerned the process is cumbersome. HR screening of the initial applicant pool only seems useful if the pool is large. Overall, once started, the screening and interview process seems to go quickly and that is appreciated.

The onboarding process, however, is not well-defined and is implemented inconsistently. For example, introductions to coworkers and orientation to the County buildings have been incomplete or omitted for recent hires. Finance is commended for being on top of the responsibility for forms related to hiring but onboarding does not have the organized involvement of all service areas including HR, Finance, IT and Facilities. New hires are not given information about the onboarding process, schedule, and sometimes even where to report. It is not felt that the current process makes a new hire feel welcome. Onboarding has been a topic in the department head meetings and an initial checklist, expected from HR, has instead been drafted by the Executive Assistant. Several departments have drafted their own checklists.

Offboarding is also somewhat undefined and inconsistent. Exit interviews, when they occur, are not used to communicate and analyze retention issues. Notification to the support

departments is not timely so their responsibilities when an employee leaves can be coordinated. Departments felt a lack of follow-up and information on retention – why people leave, what can be done.

## **Benefits and Compensation**

Most comments were highly positive when asked about the benefits offered by the County. It does not seem to require a lot of assistance from HR to manage benefits which are largely handled by staff in the Finance department. For the Sheriff's office, for example, SAIF will work with them directly when there has been a workplace injury.

The one area that did raise some questions was the retirement plan: it was felt that the County was generous but there remain questions about how the County benefit compares to PERS.

A current study of compensation is underway and due to be completed soon. This does not include union compensation but that is a likely and expected next step, particularly since one contract expires June 30, 2024, and the other June 30, 2025, so negotiations are anticipated to start soon. Departments are looking forward to improvements in compensation. It was mentioned that sometimes starting pay is competitive but step increases were not. Working "out of class" does not have clear compensation guidelines. Where employees do work from a lower classification in addition to their own, there is no policy for supplemental compensation.

## **Personnel Records**

Department heads use NaviLine to reference financial information but were unaware that there was HR information there as well. Departments keep the personnel records they need as paper files and in spreadsheets. Consolidating into HR was seen as making it more difficult to get access in a timely way. There were also concerns about security for confidential documents.

Some key personnel information, such as certifications and CME, is stored in State databases, and there was little value seen in trying to keep it in two systems. Other departments have separate work management systems that incorporate employee data and timekeeping.

Most HR-related processes are heavily paper oriented. Forms necessary for benefits and income tax are on the County website (see list in Appendix [D](#)) as fillable PDFs but are printed and stored in paper form. Some recent hires were given paper forms to fill out, not referencing the PDFs. The forms on the web are listed under three categories (HR, Onboarding, and Payroll) with some duplication where the same or similar form is on different web pages.

Personnel records are a subcategory of documents where a document management system could be useful. Departments were concerned that the effort to scan and set up indices for current paper files could be extensive.

## County Policy and Practice

Key ideas of HR policies are available on the website as an [employee handbook](#) (2023). There is also a longer, 130-page [policy document \(2022\)](#), also labeled “employee handbook”, that has more detail on such topics as grievance handling but is less well-presented. It is unclear if the larger document is current or if it is intended as a management handbook. Departments did not know of a specific handbook for managers.

It is not clear what is expected of HR for compliance tracking – following labor law, using policies fairly, following procedures consistently, assuring credentialing is up to date. Tracking, particularly of credentialing, seems to be left to each department.

Union contracting is managed by an outside firm; grievance procedures would involve HR but few grievances have been raised.

## Performance Management

Performance reviews are given after six months employment and on each employee’s anniversary. The review form was revised several years ago and prompts for goals to be set up as SMART (specific, measurable, achievable, relevant and time-bound). It was not clear what is expected for managers as follow up on goals. A “self-eval” is part of the process. The calendar for when parts of a performance review are due was sometimes attributed to HR and sometimes was done by the departments themselves. At least one department does regular one-on-one sessions between supervisor and employee to be able to assess and guide performance in a timelier manner.

Ratings have generally been of the Lake Woebegone variety – all the children are above average—which is not what was intended by the 1 to 5 ranking system on the form. Ratings do not tie to compensation or other recognition. Health has switched to “meets” or “doesn’t meet” expectations for each responsibility evaluated; the Sheriff’s office uses their own form.

Managers reported they did not consistently get their own performance reviews or training on how best to do performance reviews for their employees. They also mentioned meeting with a former member of the HR department a while back about the performance review process, presumably for process improvement. They never heard anything after the initial meetings.

All departments described the disciplinary process as first trying to resolve within the department and then involving HR if needed. Records of preliminary disciplinary steps are left to the departments and range from records in OneNote to little documentation at all.

## Employee Training and Development

Employee training has been largely left to each department. There does not seem to be a comprehensive checklist of what is required, when, and who is responsible. There is no central tracking or metrics about employee training and development. Most departments have



specialized training requirements for their employees where HR involvement is not sought nor felt to be useful. For example, training required for a new deputy in the Sheriff's department is defined by and often available through the State of Oregon; full training has many steps and can take a year. Specialized training is often tracked on State databases.

Departments felt a lack of management and supervisory training options. For other general skills such as PC applications there was little structure other than referrals to web sites for self-instruction.

## **Payroll**

Getting paid is seen as smooth and accurate. The most voiced concern about the process was that the paper-to-excel time reporting process could be time-consuming and awkward.

Managers and other staff interviewed also universally wanted to be able to get pay stub information more readily than digging through their own paper copies. Finance does scan the paystubs but collecting for a single employee is a time-consuming process since the scans are only indexed by pay period. It was reported that Naviline had a portal that allowed employees to see their pay information and accruals but this had fallen out of use. It was not clear if the function was still operable or functioned as currently needed.

The Health department must manage grants so their payroll information is critical to that function. This is currently a manual process, helped by revisions to the timecard for Health that identify funding sources.

## **Human Resources Information System (HRIS)**

An RFQ for a new HRIS has received five (four comprehensive) responses. Since there is no payroll function in the new finance system, integration of timekeeping with wherever payroll resides is an issue. Finance also expressed concern on the ability to get properly formatted journal entries and data for workers' comp audits. The current HR director sees a new HRIS as the best way to implement consistent procedures. No process or procedure documentation was provided for review. Based on what was heard in the interviews and lack of available process documentation, Crook County's HR processes are currently at Level 1 in the Capability Maturity Model (See Appendix [E](#)). Documenting processes (centrally and across departments), looking for standardization opportunities, and defining desired future state processes will be a challenge for the HRIS implementation.

In addition to numerous spreadsheets and some use of SharePoint, there are a variety of automated applications used in the County that contain personnel information. Several support key departmental workflows, such as IRIS for Roads, so personnel data cannot simply be removed. Duplication of information without integration leads to errors. Replacing or integrating these various applications will be a challenge for the HRIS implementation.

## Gaps

While the comments below refer to HR, in most instances the concerns involve and affect other departments as well.

### HR Strategy, Goals, and Business Alignment

- HR operates informally without a clear, publicized approach to County goals and business alignment. It appears more reactive than strategic.
- There is an absence of goal management: HR has not fully adapted to be supportive of the new County Administration structure and demands.
- With HR services historically fragmented into departmental solutions, there is a lack of clear understanding defining HR services and expected service levels.

### HR Organization Structure and Capabilities, Readiness and Preparation for new HRIS

- While seen as an occasional resource, HR is not viewed as leadership in articulating and guiding HR service definition and development.
- Affected by turnover, vacancies, and lack of procedural documentation, HR is moving into an HRIS implementation from a position of disorganization.
- Lack of experience and training in the full range of HR services handicaps the ability to make the best decisions for using an automated system.
- With duplication and inconsistencies among departments for HR functions, there is a challenge to understand and document those variations and requirements to be able to standardize on best practices for the County.
- Employee records are scattered in paper files, spreadsheets, and various systems. Without a complete inventory, it will be difficult to define an appropriate records management method.
- Without a culture of tracking commitments, the risks of misunderstandings and missed deadlines are higher than need be. Transparency and proactive communication of status is not part of most work processes.
- The small HR department and lack of experience implementing new workflow procedures and HRIS systems is a risk to the successful implementation of a new HRIS for Crook County.

## Recommendations

The overall goal is to improve the capabilities of HR to achieve their mission as an active partner in “attracting, developing and retaining a talented workforce.”

This involves raising the organization to the highest level possible in the capabilities maturity model (see Appendix E) where processes are documented, records are accurate and accessible, expectations are clear, and achievement is measured and recognized -- all in a context of organization-wide continuing improvement where you know what is happening, know if it’s going well, and can make changes if it is not.

The recommendations and ideas below are meant as strong suggestions but the County, of course, can modify as appropriate. Change is difficult. Some steps can be accomplished quickly though others can take much longer. A good way to start is to clarify the big picture but get some quick early wins.

There are two broad areas to be addressed – collaboration and systemization.

- Collaboration means having more frequent and supportive connections among departments.
- Service Management & Systemization means formal definition of services provided, service levels, and documentation built on a clear definition of what is to be done and implementing the tools and methods to assure that it is.

In implementing changes that involve computer systems, it is important to recognize that there are roles and personalities where using computers is not comfortable or convenient. In addition, for the HRIS, it is important to acknowledge that HR cannot perform all the HR functions for specialties – HR won’t do the job, but HR people and systems are there to help the job get done well. It is also critical to implement a new system not only to be a repository for information but to support workflow, process, and controls.

## HR Structure / HRIS Management

A typical ratio of HR employees to total employees ranges from 1.5 – 4.5 per 100 employees, with an average of 1.7.<sup>1</sup> . If the County has about 200 employees, this would mean 3.4 FTEs would be needed in HR. Taking on a system implementation means more effort over and above that “basic” level.

The County is slightly below this staffing level with 3.0 FTEs approved. We recommend at a minimum that the County:

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<sup>1</sup> Per SHRM <https://www.shrm.org/topics-tools/news/talent-acquisition/how-many-hr-staff-members-is-best-shrm#:~:text=The%20%E2%80%9Csweet%20spot%E2%80%9D%20for%20most, ratio%20is%201.7%20per%20100.>

# Crook County HR Strategic Roadmap



- Fill the vacant 3<sup>rd</sup> position in HR with a person with HR experience to provide backup for the recruiting process and begin process documentation and development of metrics and reporting.
- Hire an HR Implementation System Manager for the duration of the HRIS project. This is a new role and needs to be an HR management specialist with a background of successful system implementations, including cross-functional workflow design. This individual is contracted or employed by the County Administrator and reports regularly to the Department Head Meeting.
- Continue to outsource HR functions that require specialized knowledge such as compensation management and labor union contracting.
- Existing HR staff should finish SHRM training and testing. New staff should have HR experience and certification or have specific plans to get certification.

The proposed structure, before and during HRIS implementation, is illustrated in Appendix [E](#). With careful planning, it is possible to maintain and improve services while staging an implementation.

Once a system is fully implemented the County can decide if this staffing level can add additional value or needs to be reviewed. Implementing self-service functions throughout the organization will reduce some day-to-day HR tasks, potentially freeing up staff time for value-added work.

## Quick Wins

Because these items have been talked about a lot, it is important to execute timely. Accomplishments can help morale and encourage cooperation for larger challenges.

One productive technique is to get the “deliverable” drafted in one meeting of only a few people (assign one individual to each process responsibility – scheduler, chair, scribe, presenter) and then present and approve at the appropriate level at a second meeting; there has to be a “there” there to start a “try then improve” cycle.

The following recommendations address the most frequently heard concerns and should (and can) be acted on quickly.

- 1. Fill the third (vacant) position in HR to**
  - a. Provide backup for the recruiting process
  - b. Begin process documentation and development of metrics and reporting
- 2. Make Onboarding more consistent and helpful.**
  - a. Set up a cross-functional group to make a checklist for onboarding – what, when, who [this may be an Admin committee already defined]. Recognize the overall

responsibility to assure onboarding success is the hiring manager's but HR is both sponsor and support.

- b. Gather checklists already drafted (Sheriff's department, DA, Communications, others)
  - c. Include tasks and training for what each hiring manager, support department (HR, Finance, IT, Facilities) and committee (Safety Committee) is responsible for, recognizing that
    - i. Some tasks must be completed *before* a new hire's first day
    - ii. A "first day" schedule is to help a new employee feel welcome and to get them productive as soon as possible
  - d. Publicize the checklist to all departments – managers and select employees as appropriate such as admin staff. Add critical revisions but don't wait for perfection. Include steps specific to a department in their own categories
  - e. After each new hire, HR and the hiring manager report to the department head meeting on how well the checklist was followed and what can be improved
- 3. Schedule a regular review of employee turnover and hiring status** where
- a. HR reports back to the relevant department manager and the County Administrator in a timely manner
  - b. Review what has happened for the position
    - i. Applicants: how many, from what source, how many eliminated and why
    - ii. Feedback: what was provided to keep the hiring manager up to date, what was learned in the various interviews, testing, background checks
    - iii. Terminations: rolling six-month counts by reason for leaving
  - c. Share ideas for improving recruiting and track if they are tried
  - d. Make marketing part of recruiting so that social media, web "ads", news stories, networking all promote working in County government
- 4. Make TextMyGov a County tool**
- a. Add a "menu" to allow a community member to select a service or department for their question such as Court, Taxes, Property, Planning, Jobs/HR
  - b. Make a clear decision on who should get these texts (currently it is the County Clerk) and route the request directly to the servicing department
  - c. Track what the texts are about, who responds, how long it takes to resolve
  - d. Review received texts and make web site changes (organization, clarity, amount of information) to reduce the number of texts and phone/email contacts
- 5. Include Financial Impact on the Personnel Action form**
- a. Capture and acknowledge the impact on the department budget (cost, savings, neutral and the amount)

- b. Consult Finance to determine what information they need
  - c. Train managers on how to provide this information easily and accurately
- 6. Find a short-term solution to provide electronic access to employee pay stubs**
- a. Define a team to work this out from Finance, HR, IT
  - b. Look for an easy quick method – scanning with search capabilities / reinvoke NaviLine capability?
  - c. Document what is needed for a longer-term solution

## Collaboration

It is challenging to establish a culture of collaboration, particularly when departments are understaffed and busy providing the services they are responsible for. In addition, having an almost 50-50 split of department heads between long-serving and relatively new brings different experiences and expectations to what collaboration means in practice. It appears that assigning tasks to individuals and using large group discussions has not led to successful outcomes, where a result is both helpful and timely. Individuals drop the ball. The large group does a lot of talking.

We recommend that a different form of collaboration be tried as mentioned above, at least for three to nine months – assigning small teams (2-4) charged with a quick result (draft) and a presentation to the larger group (department heads) for quick revision and implementation. If the purpose is sufficiently constrained and the small teams involve different people over time, the network of collaboration grows.

## Service Management & Systemization

County Goal 1 directly ties to service management and the systemization of processes. Defining services provided and service levels makes it clear where to go and what to expect.

Documenting processes and procedures institutionalizes knowledge and helps to assure legal compliance. For a new employee or rarely used processes, people can know what to do so it can be done consistently and as the organization requires. When a role or task needs to be done by someone who has not done it before, the learning curve is more manageable. Process documentation is also necessary to prepare for process improvement when implementing a new business application such as an HRIS. The County should look at HR as a holistic process covering the Employee Journey from recruitment to termination (see Appendix [G](#)).

A key factor in having meaningful documentation is to keep it current. Each time a document is used for training, it is a candidate for updating under version control. Any document not updated for a period of time (depending on the organization and compliance requirements this can be one to five years) should be automatically scheduled for a review.

## Recommendations

- Reinforce the HR Director’s need to work strategically and to define standardized services and processes that align with business needs. Most day-to-day transactional tasks should be delegated or automated.
- Clarify the full set of services and service levels to be provided by a central shared services HR department. HR should “own” services (internally or outsourced) for all traditional HR functions (see Appendix [H](#))
- Implement change management processes to help with rapid organizational change, including, but not limited to, HR-related changes (see section below).
- Consider using a formal service management framework for HR services, including an HR Service Catalog, tracking of service requests, and regular metrics reporting for key HR services. Although originally designed for IT, The ITIL framework (see Appendix [I](#)) for service management can be adapted to other business functions such as HR.
- Create an Employee Journey Map supported by documented policies, processes, and procedures covering the entire employee lifecycle. This includes a cross-functional onboarding process to make new employees welcome and exit interviews to help understand turnover.
- Centralize HR records in an enterprise HRIS system and provide direct access and self-service features to managers and employees. Include a central learning and development function in a new HRIS.
- Conduct annual or bi-annual employee satisfaction surveys. Analyze results and share with department managers and employees.
- Create employee engagement programs based on results from employee satisfaction surveys, exit interviews and information from other sources.

The list below contains specific recommendations and tasks for some HR functional areas and are based on concerns heard in the interviews. This is not a complete or prioritized list, but instead is a starting point for addressing some of the broader Service Management & Systemization recommendations above. The recommendations include actionable steps towards County Goal 1 Objective 2, Goal 3 Objective 2, and Goal 7 Objective 1, and will help in planning for the new HRIS. The County needs a detailed project timetable and work plan to address these items.

- 1) Recruiting and Hiring process:
  - a) Document the process including variations necessary by department
  - b) Review the employment application for any additional information needed or ways to simplify its use. Add role-specific questions to the application as needed.



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- c) Develop a list of job boards including specialties by department
  - d) Report quarterly
    - i) the number of applicants and hires by job board by department
    - ii) the longest, shortest and average days to hire by department
    - iii) use of the checklist for hiring and onboarding for completeness and compliance
  - e) Complete onboarding checklist from quick wins recommendations.
  - f) Develop a checklist for offboarding and review it for completeness and compliance
- 2) Performance Management
- a) Update the performance management process, particularly for rating techniques, to one less prone to overuse of high scores (see Appendix J).
  - b) Simplify the review, focusing on goals —County, department, and personal development goals.
  - c) Consider doing all reviews annually at the same time, just after County goal and objective planning. This can be in addition to more frequent review updates.
  - d) Train supervisors and managers on effective performance management each year prior to the review cycle.
  - e) Monitor that reviews are completed on schedule and include timely completion of reviews as a rating factor in management reviews. Report metrics for each department.
  - f) Tie the performance review process to compensation planning and to employee pay.
- 3) Compensation and Benefits:
- a) Review how the County retirement plan compares to PERS for information purposes and for long term planning.
  - b) Document the changes from the compensation study and use in marketing.
  - c) Tie compensation to employee performance.
- 4) Learning and Development
- a) Develop training tools for new managers and supervisors including current policies and procedures, labor law, and people-management skills.
  - b) Develop training tools by level of responsibility for performing productive performance reviews – explain how each review can build on the previous
  - c) Make available general online resource guides e.g. how to use a spreadsheet, how to write a clear report, email techniques and etiquette.
  - d) Develop management training for performance improvement, disciplinary, and termination steps; include how to prepare documentation required.
  - e) Develop training guides for drafting / revising job descriptions. Work with departments to make revisions clear and correct.
  - f) Track training needed and completed by employee and department; integrate with other sources if that can avoid duplication and extra data entry.



- 5) Personnel Records:
  - a) Prepare a list of types of personnel records and who is responsible for obtaining and filing (employee hire date, pay and promotion history, performance reviews, completed training); include required retention information (format, how long).
  - b) If employees manage some information (such as address changes) document how to validate that information is accurate, up to date, and not hacked.
  - c) Review departmental systems that store some employee records (e.g. *PowerDMS*) to determine if they should be replaced by the new HRIS, their use expanded to all departments, or they should be integrated to reduce duplicate data entry.
  - d) Identify locations of paper and shared drive personnel records. Plan for their replacement in the new HRIS. Assure adequate secure backup.
- 6) Forms review:
  - a) Develop a master list to be able to review forms in use for simplification, needed changes, accessibility.
  - b) Organize the forms on the web site by category such as benefits, income tax, etc. Be sure they link to the correct document, include notes on when the form should be used and its purpose.
  - c) Use the updated forms list and content to plan for configuration of the new HRIS with a goal to eliminate PDF/Paper forms.
- 7) Policy and procedure documentation
  - a) Define “policy” and “procedure” and document how they are changed, communicated and made available (document management again).
  - b) How to handle employee concerns (“talk to someone and then let HR know” is not specific enough to be repeatable and legally compliant though it is a good overview).
  - c) How to handle / get approval for off-cycle pay raises.
  - d) Review the online and longer versions of the handbook so they are consistent and the purpose is clear.
  - e) Review policies with new and longer tenured employees to see if they are clear and understood.

## Change Management

Change happens – people, rules, tools, tasks. Managing change so each of these components can adapt as smoothly as possible to new circumstances is difficult. The most important element in any change is getting the support of the people affected. As in the military, people can disagree but must then commit. The following recommendations can help manage change:

- Assure personnel backup to key processes – for HR that means more than one person is competent in recruiting, benefits, and payroll/time keeping so that vacations and other absences do not cripple the organization.

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- Communicate plans and progress excessively – this does not mean lots of information but the key information lots of ways; invite concerns and address them.
- Define decision authorities – as an issue or change is identified, be sure it is clear who will make the final decision; problems occur when authority is diffuse or decision-making authority that was thought to be there is not.
- For major changes in how to do things (e.g. a new computer system) allow lots of hands-on practice; opportunities to pilot/test; and market the personal, individual benefits.
- Establish metrics for services and review them regularly – changes should improve a key metric or be assessed for why they don't. Perhaps there is another benefit that outweighs a particular metric.
- If changes continue to be stymied or unwelcome, a professional facilitator can be a useful short-term help.

For HR there are opportunities to define measures of efficiency and effectiveness. For example, improved retention should lead to less time spent in recruiting, onboarding, and start-up training. Job advertising expense that is demonstrated to attract more qualified applicants can lead to more and more likely-to-be-hired candidates.

## HR Metrics

Meaningful performance metrics will have the following characteristics:

- Guided by Crook County's culture, values, and service expectations
- Approved and monitored by senior management
- Proven to drive behavior in the right direction – “Metrics That Matter”
- Reviewed on a regular basis – monthly or quarterly

The metrics suggested below focus on County Goal 1 Objective 1 (defining level of service) and Goal 3 Objective 2 (improved recruiting and retention). They are based on a suggested set of general services provided by HR or with HR support and direction.

Metrics and their targets are open to County modification. It would be best to establish a baseline for each metric and then set reasonable targets for the initial measurement period. As services are redefined, additional and different metrics can be set. As processes become regularized and metric targets are achieved steadily, targets can be adjusted for those processes.

Note that not all metrics are totally in the control of the HR department, but “misses” need to become action items for HR to lead. Metrics need to be reported at a County-wide and Department level. It is suggested that the full set of metrics be phased in and reported regularly (monthly or quarterly as appropriate).

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<i>HR Service</i>	<i>Metric</i>	<i>Description</i>
<b>Hiring support</b>		
	Time to recruit Target: 2 weeks	Elapsed time from EE notice to leave to replacement / from approved new position to hire by type of position (entry, professional, etc)
	Acceptance rate Target: 100%	% of offer letters accepted / person hired
	Compliance with onboarding process Target: 100%	% new hires where onboarding substantially followed procedure (with or without suggested improvements)
	Quality of hires Target: 100% Target: zero	% of six-month reviews where manager indicates a good fit  % of new hires who leave in less than a year
	Cost per hire Target: tbd by budget	Effort hours and expenses per job opening
<b>Employee retention</b>		
	Turnover rates Target: zero	# and % of EEs departing by department and reason and manager
	Training Target: 100%	Planned vs actual training completed
	Overtime rate Target: tbd by budget	Ratio OT hours by dept / total work hours
	Goal tracking Target: 100% Target: 100%	Per cent of EE with explicit performance goals Per cent of EE goals completed as scheduled
	Employee satisfaction Target: 100% Target: 100%	% EE completing annual satisfaction survey % EE giving favorable ratings Number of action items based on survey
<b>Policy compliance</b>		
	Policy revision communication Target: 100%	Time between Court approval and publication (inclusion in policy document, handbook, email notice or training session)
	Accidents Target: zero	# workplace accidents

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	Diversity / demographics Target: representative of county population	Age, gender, county of residence
<b>Service orientation</b>		
	Satisfaction with HR service Target: 100%	% of HR services rated satisfactory or above in rating by managers by service and department
	Time reporting errors Target: zero	# pay periods without errors reflected in or delaying a paycheck
	Goals Target: 100%	# and per cent of goals completed as scheduled (County goals, action items from surveys, goals defined by HR for itself)

## HR Information Systems (HRIS)

While a new system cannot by itself improve business processes, system implementation and process improvements can complement each other. The most common reason implementation projects fail is inexperience in managing complex projects including a failure to clearly answer three questions:

(1) What is the project for?

Without a definition of purpose, there is no way to know if you have been successful. Some possible goals are

- Make HR processes easier for all (not more bureaucracy or steps)
- Make information secure and accessible (data encryption, role-based access, permissions, audit trail, etc.)
- Assure compliance (all legal and job requirements are met)

Each goal needs to be measurable so you know you are done and you know it was done right.

(2) Who will make it happen?

The “team” for a project has specific roles (see Appendix [K](#)). Every project needs a *Sponsor* – an executive leader who will fight for project success, a *Project Manager*, preferably full-time and experienced with similar projects, and the appropriate *team of employees* who will actually make the project a success. Most projects also need a *Steering Committee* charged with monitoring progress and making decisions when there is organizational impact.

# Crook County HR Strategic Roadmap



For the County, the Sponsor is the County Administrator, an experienced Implementation Manager needs to be hired or contracted, and the Department Managers meeting could function as the Steering Committee. As defined by the County Administrator, the HRIS evaluation committee includes representatives from five departments (Sheriff's Office, Health Department, Library, District Attorney's Office, Community Development Department) and the City of Prineville's HR Director. These departments represent approximately 75% of County FTEs. The subject matter experts supporting the committee include the HR staff, the CIO and the Finance individual responsible for Payroll and Benefits.

### (3) What is the Plan?

A plan is knowing the what, the when, and the who. (Why and How are left to leadership and those assigned a task). A typical project has several key phases -- defining the current environment and what is not working well, selecting the system/tools to use as solutions, implementation of core functionality with training, and defining follow-on actions.

Further general information is included in the appendices for project management (Appendices [M](#) and [N](#)) and a proposed team structure (Appendix [E](#)).

For the first phase, defining the current environment, this report contributes the following information:

- The County has the following systems supporting various aspects of HR processes:
  - *NaviLine* for Finance, Payroll, basic HR data (obsolete system)
  - *HiringThing* for posting jobs and collecting applications (limited functionality)
  - *TownCloud* finance system for G/L and A/P under development
- Additional systems maintain employee-related data but also support department functions.
  - *IRIS* asset management and time reporting program for Roads
  - *PowerDMS* for document / policy management (in use by two departments)
  - *VMSG* performance management system used by Health
  - State databases for certification tracking and *PaceScheduler* for staff scheduling for the Sheriff's department
  - SharePoint for some document management
  - Shared Drives, Paper files, Spreadsheets.
- Gaps where a new system can be successful:
  - Self-service portal capability for employees and managers
  - Integration or embedded functionality for documents, payroll, performance and compensation management, benefits, and learning and development

# Crook County HR Strategic Roadmap



- Better defined and easier to use processes for hiring, onboarding, time reporting, performance reviews, continuing education, offboarding, analytics
- More training opportunities and materials for supervisors and managers
- Provide time-keeping that can support project and Grant Accounting and can integrate with department-specific time keeping systems

The primary functions of an HRIS are record-keeping, workflow management, and document management for employees and candidates. For example, as a person is recruited, HR maintains information on applicants and new hires, follows a defined workflow, and stores resumes, offer letters, job descriptions and onboarding forms. Selecting a system involves providing all these functions either in a single software solution or through reliable integration of separate systems.

For the County an additional requirement is either payroll functionality or the ability to interface time-reporting to a payroll system. Often a part of or interfaced with a finance system, Payroll will be a particular challenge.

Because only a few responses were obtained in the RFP process (see Appendix [L](#) for a summary of RFQ topics), it can be helpful to have an active review of additional systems: several systems have online demos that can help explore additional options and “what is possible”. It is also necessary to take a careful look at some of the systems already in use in various departments that include employee-related data. Talking to other Oregon counties to learn what they have experienced and systems they have used can be very valuable, even if their software is not Crook County’s choice.

The IT role in the selection process is to provide expertise to assess the County’s ability to manage and integrate disparate software systems. They also evaluate the systems against technology architecture standards and other aspects of the County IT Roadmap.

Core implementation is the heart of a project plan and depends on what system is selected, the vendor’s suggested implementation methodology, and the resources available to the County. It is a detailed document of what is to be done, by whom, and by when. It also has to be dynamic: the alleged motto of the Swiss army is “if the map and the terrain are different, follow the terrain.”

Once implemented, systems typically have additional features, new reports, tasks that had to be deferred, new options to be explored. When this optimization or future phase step is included in an implementation plan, it is easier to identify what can still be done but needs to be scheduled later to keep the project in scope. This list is maintained throughout the project so good ideas are not lost and there is less disappointment about not getting a particular need met right away.

## Recommendations for Preparation and selection of new HRIS

- Before or during the selection process for the new HRIS:
  - Create a Project Charter (see Appendix [M](#)) for the HRIS project and complete the sections that can be completed before selection of a new system. This includes defining the scope (what workflows will be or not be included, what systems will be replaced/integrated), project objectives and benefits, critical success factors, change management approach, Project teams, etc.
  - Document high-level AS-IS HR (including benefits and payroll) workflow processes for each department, including work done manually and in systems outside NaviLine.
  - Review AS-IS processes for opportunities for optimization, standardization, integration, and reduction in number of systems. Document desired TO-BE workflow processes.
  - Consider employee journey and current systems in use when designing TO-BE processes.
- During the selection process for the new HRIS:
  - Review RFP responses and since there are only a few responses, consider reviewing online demos of additional systems to explore additional options and “what is possible.”
  - Create standard demonstration scripts for HRIS finalists to facilitate apples-to-apples comparison. Scripts should cover key workflows and prioritize manager and employee self-service features.
  - Evaluate implementation methodology used by the implementation partner.
  - Get customer references for both the HRIS software and implementation partner and check them, consider site visits or zoom demos.
- After a new HRIS has been selected (high level only, vendor methodology will establish details):
  - Negotiate contract with software provider and implementation vendor
  - Determine participants for project teams, backfill day-to-day roles as necessary
  - Update Project Charter including creating change management plan and other documents called out in Charter
  - Work with vendor to finalize To-Be workflow processes
  - Establish data migration plan
  - Configure system and interfaces
  - Define how user acceptance testing (UAT) will be conducted
  - Establish criteria for Go live decision by appropriate project team members.
  - Outline final data migration
  - Plan for Go live
  - Define system optimization phase and shutdown of old systems

# Crook County HR Strategic Roadmap



## HR RoadMap

This HR roadmap focuses on

- preparing for an HRIS selection and implementation
- scheduling realistic non-system improvements

“Workstreams” are types of activities that begin and end to support the general strategies.

STA Staffing related activities (establishing management oversight and hiring key resources)

ERP Enterprise Resource Planning system implementation: HRIS phase

PRO Process improvement -- documentation and communication

Timeframe	Work Stream	Activity
Q3 FY2024	STA	Hire 3 <sup>rd</sup> HR staff and contract for HRIS project manager
	ERP	Draft initial Project Charter
	ERP	Outline system selection criteria and process
	ERP	Document change management process for scope changes / training
	PRO	Agree on draft onboarding checklist and workflow
Q4 FY2024	ERP	Select HRIS component systems, update project charter, and develop implementation plan (see Appendix <a href="#">N</a> )
	ERP	Draft workflows as they are now for the Employee Journey functions
	ERP	Draft high-level workflow for to-be Employee Journey; begin to adapt to HRIS features
	PRO	1 <sup>st</sup> scheduled review of hiring and retention process and available statistics
	PRO	Route and track text messages from the web site
	PRO	Add budget information to Personnel Action form; document and train in how to provide this information
Q1 FY2025	ERP	Begin HRIS implementation; achieve test system status for entire “employee journey” with Self-Serve portal a priority
	PRO	Provide access to pay stubs for employees
	ERP	Test and audit integrations with payroll/GL as priority, others TBD
	ERP	Update HRIS implementation plan for final testing and go- live
Q2 FY2025	ERP	Complete HRIS training and process documentation
	ERP	Implement HRIS and associated systems
	PRO	Draft strategic plan for continuing HR process improvement





## Appendices

# Crook County HR Strategic Roadmap



## Appendix A – Crook County Personnel Interviewed

DEPARTMENT	NAME	TITLE
County Administration	Andy Parks	Contract County Administrator
Administration	Sarah Puerner	Executive Assistant/Communications Officer
IT	Stephen Chellis	CIO
District Attorney	Kari Hathorn	District Attorney
Health	Katie Plumb	Director
Clerk	Cheryl Seely	Clerk
Assessor	Jon Soliz	Assessor
Sheriff's Office	John Gautney	Sheriff
Sheriff's Office	Stephanie Wilson	Chief Administration Deputy
Legal	Eric Blaine	County Counsel
Legal	Alexandria Solterbeck	Legal Assistant County Counsel
Road	Brad Haynes	Road Superintendent
Road	Rebecca Keegan	Interim Road department Supervisor
Community Development + Planning	Will Van Vactor	Director
Community Development	Katie Sexton	Administrative Assistant Community Development
CD - Building	Randy Davis	Building Official
CD - Building	Scott Platko*	Senior Plans Examiner/Inspector
Landfill	Jacque Davis	Manager
Fairgrounds	Casey Daly	Manager
Facilities	Nick Lilly	Facilities and Capital Projects Director
Library	Sarah Beeler	Library Director
Library	Amber Dozhier*	Library Technician
Juvenile Services Department	Erika Frickey	Juvenile Department Director
Bowman Museum	Sean Briscoe	Museum Director
Human Resources	Kim Barber	Director
Human Resources	Amy Albert	Recruiting
Finance	Christina Haron	Finance Director
Finance	Kathy Puckett	Payroll/Benefits

\*Written Interview



## Appendix B - Crook County Information

From the County web site:

Crook County is located in the center of the state, approximately three hours from Portland, Salem, Corvallis and Eugene. Bend, the largest city in central Oregon, is approximately 40 minutes away.

Geographically Crook County, with a population of approximately 26,845, is Oregon's most centrally located county. Founded in 1882, the county seat, Prineville, has a population of 10,370. It is the only incorporated population center within Crook County. Powell Butte, Post and Paulina are the other communities found within the County.

Livestock, forest products, recreation, agriculture, manufacturing and wholesale trade comprise the major industries found within the county. Covering approximately 2,991 square miles, Crook County is rich in forests, rangelands and irrigated agricultural fields. The elevation of Prineville is 2,868 feet and receives an average of 10.5 inches of moisture per year. Nights are cool and daytime temperatures are moderate. Average temperature in January is 31.8 degrees; in July it is 64.5 degrees.

Crook County is an Equal Opportunity Employer

Business activities in Crook County have historically focused on cattle ranching which has been one of the primary industries of the county, with huge herds grazing the countryside from the 1880s. Farming was also developed in certain valley regions friendly to agriculture. Logging in the Ochoco Mountains and the timber mills that accompanied them also greatly contributed to the economic and population growth of the county.

Crook County has experienced substantial growth over the last several years, due in part to the establishment of Facebook and Apple data centers. The County anticipates significant tax revenue growth beginning in fiscal year 2028 when tax abatements on these properties begin to expire. Other significant sources of revenue are Federal and state revenue, community development fees, landfill fees, transient room taxes and data center payment in lieu (PILOT).

Crook County is also ranked #4 among the top counties for incoming investment in Oregon, with a strong showing in factors including business growth, GDP growth, new building permits and federal funding.

Crook County has functioned as a "federated" organization made up of specialized and essentially autonomous departments, with little county-wide hierarchical operational management. With such a diverse set of departmental needs there are clear advantages to this model, however when it comes to the support of centralized common services it presents real challenges. HR is typically included in common services along with Finance and IT departments.

# Crook County HR Strategic Roadmap



Leadership has been through the elected County Court – made up of one Judge and Two Commissioners, supported by an Executive Assistant/Communications Officer

One reason for the challenges in implementing strong operational management is that the members of the county court are constrained by Oregon Public Meeting law from meeting and discussing county matters outside of the formal Court Sessions. Thus, it is difficult for them to discuss, oversee, and direct day-to-day operational matters in a structured way. Furthermore, their interviews revealed that they tend, naturally, to be focused on legislative matters and/or matters that directly affect the running of the county and interests of the taxpayers of Crook County.

As of 2023, a County Administrator position was defined to manage County departments under the oversight of the Court.

## Appendix C - Crook County Goals

The eight goals adopted by the County Court in April 2023 as posted on the County web site.

### **Goal 1: Deliver the best level of service within available and allocated resources.**

- Objective 1: Review and agree on defined level of service for each service provided by Crook County.
- Objective 2: Review and agree on standard operating procedures for each Department in Crook County.
- Objective 3: Ensure defined level of service can be provided before taking on new programs or changed agenda for defined level of service.

### **Goal 2: Add County Administrator position to Crook County organization.**

- Objective 1: Define roles, responsibilities and authority for County Court and County Administrator position.
- Objective 2: Enter into a professional service agreement to perform and transition the role of the County Administrator into the Organization.
- Objective 3: Meet with all County Departments to explain the change and roles and responsibilities.

### **Goal 3: Provide adequate staffing and implement employee retention and recruitment program within available resources.**

- Objective 1: Keep compensation levels current with present inflation trends within available resources where possible.
- Objective 2: Improve recruitment and retention of employees.
  - o TASK 1. Review findings of exit interviews and determine areas of improvement to increase, if possible, retention of employees and provide stronger recruitment of new employees.
  - o TASK 2. Develop alternatives to implement recommendations of areas of improvement.
  - o TASK 3: Include management training program in 2024 budget.
  - o TASK 4: Ensure each department has identified training in budget requests.
  - o TASK 5: Explore and implement, if possible, a program or execute hiring decisions based on defined staffing levels where possible.

### **Goal 4: Plan, Develop and implement an organization-wide facilities plan.**

- *Objective 1*: Complete Justice Center.  
Construction of the Justice Center began in fiscal year 2022 and is anticipated to be completed in fiscal year 2025. This project has been funded by the issue of a General Obligation Bond in 2022 as well as \$16 million in funding secured from the State of Oregon for this project.
  - o TASK 1: Relocate District Attorney, Sheriff's Office, and Juvenile departments.
- Objective 2: Determine space needs and facility requirements  
*An assessment of the space needs of the county to determine how the new Justice Center, renovated courthouse, and current county buildings can be utilized in the most cost-efficient manner that still provides the space each department needs to function comfortably.*

- o TASK 1: Complete space needs assessment for County Court, Administration, Finance, Assessor, Legal, Human Resources, Natural Resources, Health and Human Services, Facilities, Community Development, and Clerk.
- o TASK 2: Determine facilities needed for above departments.
- Objective 3: Create facilities plan.
- Objective 4: Implement facilities plan.
  - o TASK 1: Initiate design for Courthouse remodel and other facilities needed.
  - o TASK 2: Secure funding for Courthouse and other facilities.
  - o TASK 3: Initiate construction activities.
- Objective 5: Determine use for any surplus buildings.

## **Goal 5: Implement Information Technology Road Map**

*American Rescue Plan Act (ARPA) funds are being strategically invested to upgrade Information Technology hardware and software. A group was contracted in fiscal year 2023 to develop a technology road map. Along with replacing the enterprise resource planning (ERP) system and human resources information system (HRIS), the strategic plan also addresses network security and redundancy in fiscal years 2023 – 2025, along with the technology and security needs of the new Justice Center throughout the construction process and as the building becomes occupied and utilized.*

- Objective 1: Adopt Information Technology Map.
- Objective 2: Recruit positions.
- Objective 3: Develop strategic plan for IT.

## **Goal 6: Plan, Develop and implement an organization-wide asset management program**

- Objective 1: Incorporate software needed into Information Technology Road Map.
- Objective 2: Determine the scope of the program; vehicles, equipment, and buildings.
  - o TASK 1: Complete internal evaluation to determine the scope of the program.
- Objective 3: Incorporate findings of the evaluation into the County wide Strategic Plan.
- Objective 4: Implement the program.

## **Goal 7: Plan, Develop & Implement an organization-wide communication plan and protocols**

- Objective 1: Complete policy review and update.
- Objective 2: Complete Webpage review/update.
- Objective 3: Initiate incremental rollout of social media program.

















## **Goal 8: Develop and implement an organization-wide strategic financial plan**

- Objective 1: Complete and or update all departmental Strategic Plans.
  - o TASK 1: Complete and or update financial plans for all strategic plans.
  - o TASK 2: Identify funding gaps in all areas and develop plans on how to address.
  - o TASK 3: Integrate department strategic plans into Crook County Strategic Plan
- Objective 2: Review and update strategic plans annually.

## Appendix D - HR Forms

### Forms from the County Web Site





#### HR

-  [401k Beneficiary Form \(59 KB\)](#)
-  [Aflac Interest Sheet \(481 KB\)](#)
-  [Moda Health Dental Enrollment Form \(772 KB\)](#)
-  [Handbook Acknowledgement Form \(41 KB\)](#)
-  [HRA VEBA Enrollment Form \(209 KB\)](#)
-  [FSA Enrollment Form \(114 KB\)](#)
-  [Pacific Source Enrollment Form \(487 KB\)](#)
-  [Medical Plan Selection Form \(131 KB\)](#)
-  [MASA Enrollment Form \(459 KB\)](#)
-  [Confidentiality Statement \(155 KB\)](#)
-  [Employee Bio Form \(98 KB\)](#)
-  [Employee Information Form \(106 KB\)](#)
-  [Direct Deposit \(307 KB\)](#)
-  [Benefits Links \(13 KB\)](#)
-  [Benefits Resource Guide \(17 MB\)](#)
-  [401-k Deduction form \(45 KB\)](#)
-  [Hartford enrollment form \(423 KB\)](#)
-  [State W-4 \(52 KB\)](#)
-  [Federal W-4 \(184 KB\)](#)
-  [Employee election sheet \(17 KB\)](#)

#### Onboarding

-  [401K Beneficiary Form \(59 KB\)](#)
-  [The Standard 401K Enrollment Form \(64 KB\)](#)
-  [Aflac Interest Sheet \(481 KB\)](#)
-  [Moda Dental Enrollment Form \(772 KB\)](#)
-  [Handbook Acknowledgement Form \(41 KB\)](#)
-  [HRA VEBA Enrollment Form \(209 KB\)](#)
-  [FSA Enrollment Form \(114 KB\)](#)
-  [Pacific Source Enrollment Form \(487 KB\)](#)
-  [Medical Plan Selection Form \(131 KB\)](#)
-  [Life Insurance Beneficiary Form \(226 KB\)](#)
-  [Supplemental Life Enrollment Form \(163 KB\)](#)
-  [MASA Enrollment Form \(459 KB\)](#)
-  [Confidentiality Statement \(155 KB\)](#)
-  [Employee Bio Form \(98 KB\)](#)
-  [Employee Information Form \(106 KB\)](#)
-  [Authorization Employee Photo Form \(76 KB\)](#)
-  [Direct Deposit Form \(307 KB\)](#)
-  [Federal W4 Form \(260 KB\)](#)
-  [Oregon W4 Form \(56 KB\)](#)
-  [Sherriff Payroll deduction notice \(139 KB\)](#)
-  [Payroll deduction notice \(366 KB\)](#)

#### Payroll

-  [Direct Deposit Form \(307 KB\)](#)
-  [Employee election sheet for insurance \(17 KB\)](#)
-  [2023 Oregon W-4 \(52 KB\)](#)
-  [2023 Federal W-4 \(184 KB\)](#)

## Appendix E - Capability Maturity Model

Key concepts:

- Conceptual structure of CMM based on W. Edwards Deming, Joseph Juran, and others – quality management principles.
- Fundamental premise is that a practice cannot be improved if it cannot be repeated.
- In any change process, it is important to distinguish between compliance and commitment.
- Five levels of organizational maturity:

Initial	Systematic and repeated performance is only sporadic. Results are unpredictable and uneven
Repeatable	Policies, procedures, and practices exist and are performed regularly, if not consistently. Institutionalized performance.
Defined	From the variants on practices, there is a defined organization-wide set of best practices. Training and planning begin to tie to it and train to it
Measured / Managed	Processes can be measured, and quality variation can be reduced. Quantitative objectives can be defined. Results are predictable, if not optimal. This stage achieves a stable baseline, and trends can be tracked.
Optimized	The entire organization is capable of behaviors where the baseline and the capability are continuously improved. Decisions are based on goals, measures, and knowledge of potential value.



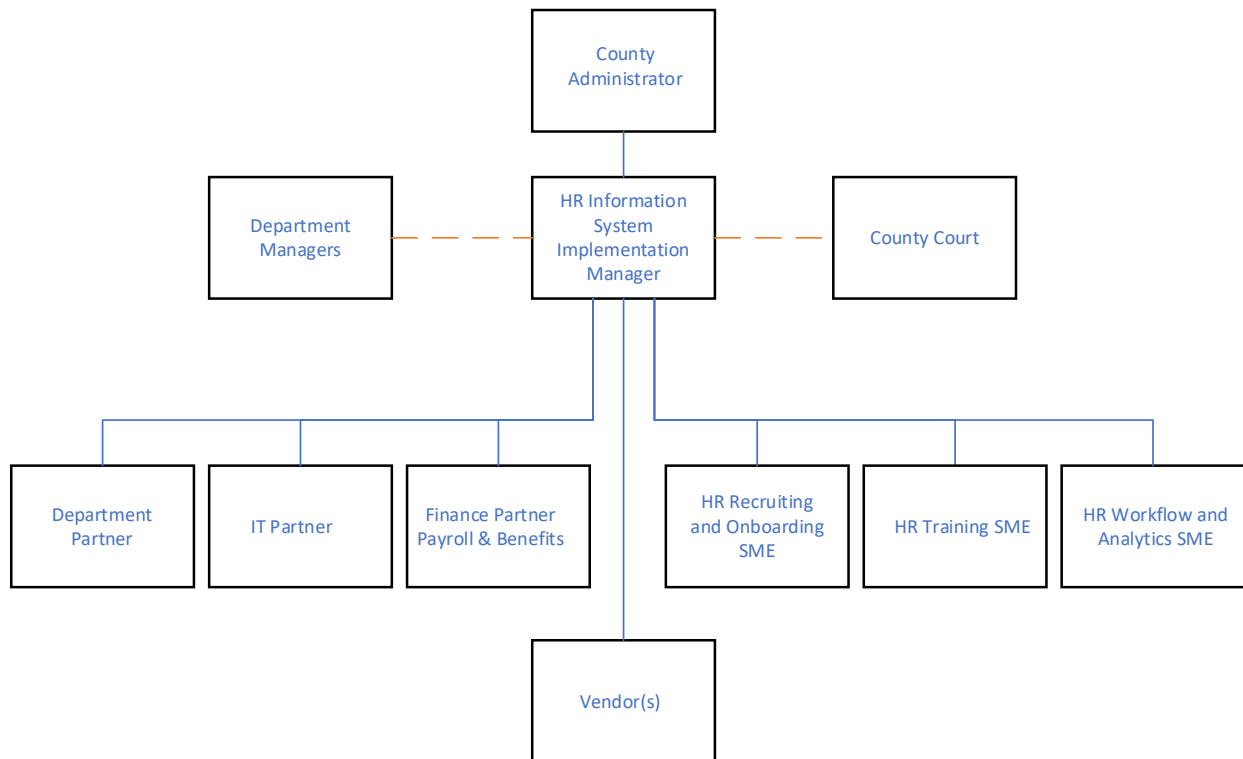




## Appendix F - Proposed Organization Structure for HRIS Implementation

The organization structure below is proposed for the duration of the selection and implementation of a new HRIS – approximately one year. All except the Implementation Manager will continue to have their regular day to day responsibilities under their normal reporting structure.

An implementation demands significant time commitments which can vary considerably during the course of the project. The responsibilities outlined below are tied to the project plan so that what needs to be done, by whom, and by when are clear and communicated.



### Role Descriptions

The overall governance or **steering committee** for this project should be the County Administrator and the Department Managers. This group is charged with making sure the project is successful by removing obstacles and assuring responsibilities are taken seriously. Typically, the only decisions for the steering committee are those that either cannot be resolved within the project team or involve changes to scope, schedule, or budget.

The **HRIS Implementation Manager** (1.0 FTE) is a new role and needs to be an HR management specialist with a background of successful system implementations. This individual is employed or contracted by the County Administrator and reports regularly to the Department Head Meeting and the County Court.

# Crook County HR Strategic Roadmap



- Develop and manage the project with a publicized plan
- Negotiate with departments for time commitments from their teams
- Communicate status, identifying schedules, accomplishments and issues
- Coordinate and manage vendor resources
- Coordinate time allocation for HR staff between project and day to day responsibilities

A **Department Partner** is the designated liaison with a particular department when the system design or implementation affects that department. Time commitment depends on the project plan but is likely to be 1.0 FTE for short periods and little at other times. Total resources from a department may be more than one individual and there may be more than one department involved in the same phase of the project. Having too many department representatives who do not have current tasks and only participate in meetings is counter-productive.

- Helps define what is needed as functions for the department
- Coordinates other resources needed from their department
- Assists in developing documentation and workflows as needed
- Participates in testing solutions
- Defines training requirements
- Introduces the system into department usage (the “conversion”)

The **IT partner** (0.5 FTE) is the liaison with the IT department to coordinate and manage all IT tasks and resources for the project. This individual is a constant throughout the project but is not necessarily the one who completes every task.

- Coordinates with the vendor for product installation
- Provides IT expertise for implementation decisions
- Assures data import integrity
- Coordinates development and testing of necessary integrations

Because the project includes time keeping, payroll, and benefits, the **Finance Partner** provides subject matter expertise in these areas – both for assuring functionality and to help define ongoing responsibilities.

The **HR team** is made up of three individuals – this includes filling the current vacancy with an FTE as soon as possible. Each of the three would be committed to the project approximately 20 hours per week on average (0.5 FTE) with the remainder of their time performing the necessary HR tasks. If day-to-day work currently takes 80 hours per week (2.0 FTE), there would be only 60 hours for day-to-day responsibilities during the project. If this is not sufficient, use of temporary HR staff to backfill some tasks should be considered. The Implementation Manager and HR Director would coordinate tasks to keep the project on track without HR service

# Crook County HR Strategic Roadmap



degradation. While the HR team is indeed a team and is involved in all project phases, below is a suggested focus for each HR team member:

## Recruiting and onboarding SME:

- Manages recruiting and onboarding
- Works on implementation of these functions in the new system

## Training SME:

- Documents current training tools in use by departments and those that are needed
- Helps define how training and certifications can be captured and tracked
- Develops training materials as needed, particularly for implementation and use of the new system
- Manages performance review process
- Manages off-boarding to improve retention

## Workflow and Analytics SME:

- Documents and monitors current workflows, identifying integration requirements
- Develops metrics for key functions – manually then with system support
- Assures data is accurate, properly formatted, complete, and converted successfully

**Vendor** personnel, typically a project or account manager, reports to the Implementation Manager and is responsible for managing vendor resources for implementation, training, and integration. The vendor is not responsible for tasks assigned to County personnel.



## Appendix G - Employee Journey

<https://www.qualtrics.com/blog/employee-journey-mapping/>

This article defines the concept of hire-to-termination as an “Employee Journey”. This concept can focus HR on the idea that all experiences in an organization contribute to whether employees are increasingly productive and enthusiastic. HR has a role in developing and guiding this process.

The “journey” is defined in five stages, summarized below. Each can have measures of service quality / effective process.

**Stage 1 Recruitment.** “how long it takes to hire, how much it costs to hire, the rate of offer acceptance, and the hire’s quality. Were your job postings attractive and clear enough to catch the attention and applications of the best candidates? Did your interview process engage and reassure great candidates so they quickly accepted your job offer?”

### Stage 2 Onboarding.



qualtrics.™

**Stage 3 Development.** “quantify their productivity, ability to be a team player, promotion aspirations...[opportunity] to expand their skill sets”

**Stage 4 Retention.** “keep [employees] performing, developing, and contributing to the company’s success. ...inspired by and connected to the company’s core vision.” Retention can be influenced by benefits and celebrating personal milestones

**Stage 5 Exit.** “Every employee will leave your company at some stage, and finding out why is an opportunity to improve and develop the employee experience for current and future employees”.

# Crook County HR Strategic Roadmap



## Appendix H – Human Resources Functions



## Appendix I - ITIL Overview

The IT Infrastructure Library (ITIL) V3 framework processes are organized into five volumes that provide comprehensive coverage of IT Service Management. Many of these topics apply to other service areas as well.

### Service Strategy

This volume is the hub of the ITIL v3, and is a view of ITIL which aligns information technology and the business. It helps focus upon understanding, and upon translating business strategy into IT strategy, as well as selection of the best practices for the particular industry in question. The following topics are covered by this volume:

- Strategy and value planning
- Roles / responsibilities
- Planning and implementing service strategies
- Business planning and IT strategy linkage
- Challenges, risks and critical success factors.

### Service Design

This volume provides guidance on the creation and maintenance of IT policies and architectures for the design of IT service solutions. This also embraces outsourcing, insourcing and co-sourcing. Included are the following topics:

- The service lifecycle
- Roles and responsibilities
- Service design objectives and elements
- Selecting the appropriate model
- Cost model
- Benefit and risk analysis
- Implementation
- Measurement / control
- CSF's and risks

### Service Transition

This volume covers the longer-term change management and release practices. It provides guidance for the transition of IT services into the business environment. Fundamentally, it covers how to create a transition strategy from service design and transfer it to the production (business) environment. It includes the following topics:

- Managing change (organizational and cultural)
- Knowledge management



- Risk analysis
- The principles of service transition
- Lifecycle stages
- Methods, practices and tools
- Measurement and control
- Other best practices

## **Service Operation**

This volume covers delivery and control processes with a view to ensuring service stability. It embraces the familiar basics of how to manage services in the production environment, including day to day issues and fire-fighting. The following topics are included:

- Principles and lifecycle stages
- Process fundamentals
- Application management
- Infrastructure management
- Operations management
- Critical Success Factors and risks
- Control processes and functions

## **Continual Service Improvement**

This volume covers the processes involved in improving service management within the business, in addition to the issues related service closure or retirement. It basically describes how to improve a service after it is deployed. It includes the following topics:

- The drivers for improvement
- The principles of CSI
- Roles and responsibilities
- The benefits
- Implementation
- Methods, practices and tools
- Other best practices

## Appendix J – Performance Ratings

Performance reviews are an important tool in building and supporting an effective work force. To provide for mathematical tabulations, numeric rating scales are often incorporated. As Crook County has experienced, this often leads to everyone being above average. While numeric ratings can be a quantifiable view of performance, it is often unclear whether that tabulation is useful.

As a reference for options, here are two articles on performance rating options followed by a general summary of their recommendations.

### *Performance Rating Scales – should they stay or should they go?*

<https://employee-performance.com/blog/performance-ratings-how-to-get-rid-of-them-without-getting-rid-of-them/>

### *Survey rating scales: numbered vs worded lists*

<https://www.surveymonkey.com/mp/presenting-your-rating-scales-numbered-versus-worded-lists/>

When using numeric scales, raters tend to (a) avoid the middle option and the extremes and (b) pick scores higher than the midpoint which is perceived as a weak “C” grade on the ABCDE scale from school. Counter intuitively, using a numeric 1 to 5 rating was found to actually *reduce* employee engagement and performance after a review—even for those given a high rating.

The overall recommendation is to consider word scales (Really Outstanding, Doing Great Work, Needs Help) that can have hidden numeric values for analytics and averages. Values can be flexible and even unbalanced (Great = 5, Doing fine =3, Needs help =2). In some cases, a simple two choice scale (“Always does the job well” / “Needs improvement plan”) is most workable. The point should be to find those that need a work plan to get better and those that are contributing in ways that could lead to promotion or improved productivity for others.

Ratings need to be appropriate to what is being rated. Goals, for instance, cannot be ‘Outstanding’ or ‘Needs Improvement’: they are either ‘Achieved’, ‘In Progress’, ‘Deferred’, or ‘Cancelled’. Using meaningful words allows employees to be evaluated on actions instead of subjective assessments of “quality”. “Meaningful” implies there are definitions for what the rating is intended to convey. For Goals for example:

- Achieved (3): All milestones and success measures have been met
- Active (1): Work in progress, some milestones may have been achieved
- Not Met (0): End date reached but some or all milestones have not been met
- Deferred (-): For timing or business reasons, this goal has been deferred

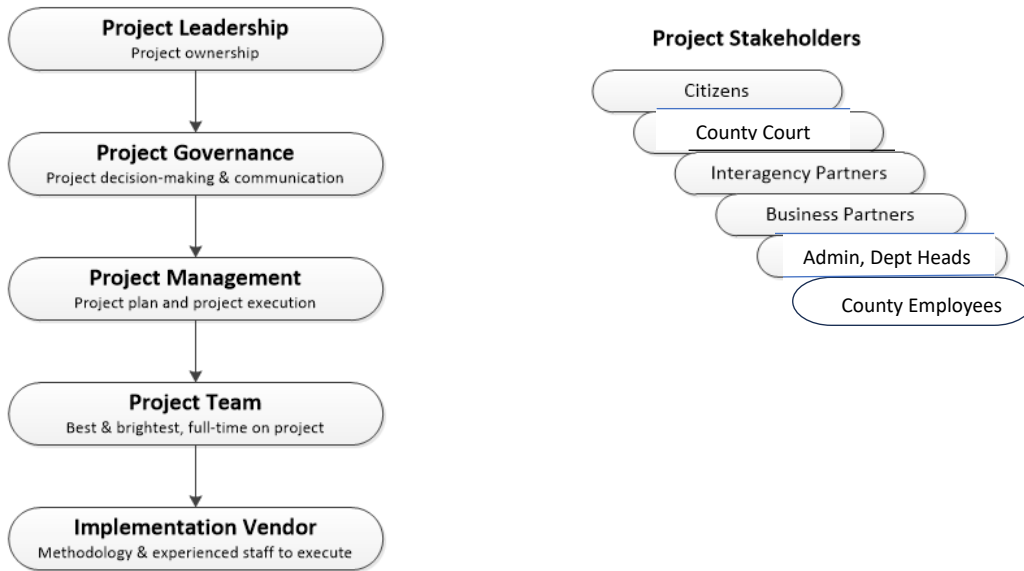




## Appendix K – VIE Recommended Project Organization

The information below was provided as a model in the IT RoadMap report and is copied here as a reference for general project organization.

# Key Components



2

## Project Leadership

### Sponsor's Role:

- \* "Owns" the project for the organization
- \* Ensure clear vision of end result shared by key stakeholders
- \* Ensure clear governance structure
- \* Ensure clear project plan ("roadmap")
- \* Approve deliverables & ongoing project investment at milestones
- \* Provide resources, resolve escalated issues and remove obstacles
- \* Ensure appropriate vendor management
- \* Continually champion the project to all key stakeholders



## Project Governance

### Clear Governance Structure

- \* What types of decisions will be made by whom?
- \* Which stakeholders should be involved?
- \* Who will lead each group? How will agendas be set?
- \* Document membership, roles & responsibilities
- \* Clear and consistent communication about project essential
- \* Two-way communication essential

## Project Management

- \* Ensure that stakeholders share common vision of expected result
- \* Document project scope and objectives
- \* Break project into manageable pieces
- \* Develop project roadmap with milestones
- \* Identify critical path in detailed project plan
- \* Manage project team's work based on plan
- \* Track and report progress using roadmap
- \* Escalate decisions needed, issues and risks
- \* Provide information to be communicated
- \* Keep Sponsor apprised of support needed

## Project Team

- \* The right people
  - Know business process requirements well
  - Capable of business process redesign
  - Technologically savvy
  - Team player respected by colleagues
- \* Dedicated to project full-time
- \* Enough resources?

## Implementation Service Provider:

- \* Help client define high-level implementation strategy
  - \* Provide implementation methodology & templates
  - \* Provide experienced staff to execute methodology
- Don't expect vendor to manage client's project responsibilities

# Crook County HR Strategic Roadmap



## Appendix L - HRIS Topics from 2023 RFQ

The following were listed in the RFQ for the HRIS system and can be used as a basis for assessing whether a particular solution meets the County's need in that area.

Access	
Role-based Access, e.g., employee, Dept Head, Supervisor, etc.	
Changes restricted to preapproval	
Set Open Enrollment schedule.	
Recruiting	
Open Position(s) Posting	
County website	
Specialty boards	
Collect Applications	
Candidate Info, Application source	
Communications w/Candidates, e.g., email, text, etc.	
Analytics	
Employee Portal	
Employee view/update	
Personal Information	
Manage Benefits	
Add new dependents	
Signup during open enrollment	
401K management	
Find network healthcare providers.	
Print pay stubs	

# Crook County HR Strategic Roadmap



County communications - notifications/updates	
Time off request	
Performance management	
Automatic notification - employee and Supervisor	
Workflow tracking - employee and Supervisor	
Supervisor completion of the review	
HR Review before finalization	
Payroll	
Timekeeping	
Time off requests	
Supervisor approval for OT	
Scheduling/Time Keeping	
FMLA, OFLA, WC, PTO, and OPL are tracked and reported to HR, Dept Head, and Payroll	
Requests submitted through the portal	
Dept Head can blackout leave periods.	
Approved leave requests restrict scheduling.	
Donated time collected and tracked	
Completed vacation or leave Accruals verified	
Leave Management (FMLA, OFLA, OPL, and Workers Comp)	
Send paperwork directly to providers.	
Providers return paperwork to HR through the same portal.	

# Crook County HR Strategic Roadmap



Requests are restricted based on the length of service.	
Requests restricted based leave available	
<b>Analytics</b>	
Standard reports	
User Customizable reports	
Vendor Customizable report costs	
<b>Training</b>	
Employee Training	
Supervisor Training	
Custom training modules	



## Appendix M - Model Project Charter

It is all too easy for a project to get out of scope and lose focus resulting in overruns, frustration, and even failure. Below is a comprehensive framework for a project charter that can help keep a project targeted to its original aims. Where this model seems “too much”, a simplified charter could consist of the items highlighted.

### Executive Summary and **Project Overview**

**Problem Statement** - Statement about why project is being undertaken.

**Project Overview** - Short overview of project

**Project Objectives** – List of specific objectives and how to know they are met

**Project Benefits**- List of expected benefits

### **Critical Success Factors**

Critical Success Factors are activities, metrics, and / or topics that must be completed to a high standard of quality in order to achieve the objectives of this project. If these items are done well or scored well, then the benefits of the implementation should be realized.

### **Scope**

General statement about how scope is determined for this project followed by table of what is in scope and what is out of scope

### **Key Deliverables**

documents and materials needed prior to implementation, “Project Inputs”, and those that are part of project implementation, “Project Implementation”. Note that each of these items may not be a standalone document. Instead they could be provided as part of larger documents or in vendor-supplied materials.

### **Project Approach**

#### **Change Management**

General statement and details about how Change management will be handled for this project. Include how to manage planned / organizational change expected and changes to scope or functionality that would affect project success.

**User Impact** – specifics for what is going to affect users directly

**Funding** – the budget including where funds are coming from and any constraints

**External Resources and Vendors** - vendors and their responsibilities

#### **Project Teams** – project org chart and roles

#### **Executive Sponsor**

The Executive Sponsor has ultimate accountability for the Project. They provide business context, expertise, and guidance to the project managers and the teams. They act as champion for the project to ensure capacity, funding, and priority for the project.

# Crook County HR Strategic Roadmap



For project governance, they are the ultimate escalation point for decisions beyond the authority of the Executive Steering Committee and where agreement cannot be reached.

Executive Steering Committee -- team members and their roles

Project Steering Committee-- team members and their roles

Project Management Team-- team members and their roles

Implementation Team

The Implementation team is the team that is responsible for the detailed implementation, training, interfaces, and data migration for the ERP software.

Stakeholders-- team members and their roles

Subject Matter Experts-- team members and their roles

Implementation Vendor Team -- team members and their roles

RACI for Implementation

The RACI chart shows key deliverables and identifies which team is Responsible (R), Accountable (A), Consulted (C), and Informed (I) as part of the ERP Implementation Project. The accountable team is the team who is ultimately answerable for the deliverable. Only one accountable team can be assigned to a deliverable. The responsible team(s) are the team(s) who actually complete the task.

## **Risk Assessment**

Risks

Large enterprise information systems projects have many risks. Identify risks and plans for mitigating these risks

Constraints and Dependencies – concerns that may limit or place conditions on the project.

Assumptions – “givens” that guide the project and, if changed, may affect the plan

Risk of not doing Project – what could happen if the project is not done or has delays

## **Project Methodology and Key Milestones**

General description of methodology to be followed for project implementation. This is usually driven by implementation vendor for the chosen software but could be adapted to an organization-specific methodology

Review and Approval – who (name, title and signature) approves this project and its charter

# Crook County HR Strategic Roadmap



## Appendix N - Model Project Plan Outline

This model is provided as a way to remember the typical steps and sequence in the implementation of a new system.

### Initial Planning and Preparation Phase

<i>Activity</i>	<i>Length</i>	<i>Start</i>	<i>End</i>
Current state assessment and Plan revision	2 months		
Inventory Core Business Processes	2 weeks		
Inventory Current Business Applications	2 weeks		
Identify Regulatory Requirements	2 weeks		
Identify Required Interfaces	2 weeks		
Set Future state process goals	2 weeks		
Define guiding principles and metrics	2 weeks		
Define project scope	2 weeks		
Prepare Initial Project Charter	5 weeks		
Review and update original RFP	5 weeks		
<b>Release RFP</b>	<b>Milestone</b>		
Begin hire of backfill positions (phased)	6 weeks		
Backfill Position Training	3 Months		
Hire Data Analyst – Project Staff	6 weeks		
Legacy Data Cleanup Begins	6 Months		

### Selection Phase

<i>Activity</i>	<i>Length</i>	<i>Start</i>	<i>End</i>
RFP Response period	60 days		
Draft Project Charter deliverables	6 weeks		
Draft response scoring sheet	2 weeks		
Score RFP responses and select finalists	3 weeks		
Draft vendor demonstration scripts	6 weeks		
Create test data sets for demonstrations	6 weeks		
Draft demonstration scoring sheet	2 weeks		
Product Demonstrations	1 Month		
Score product demonstrations,	1 Week		
<b>Select successful vendor</b>	<b>Milestone</b>		
Engage/Hire Implementation Project Manager	3 Weeks		
Vendor(s) Reference checks and site visits	1 month		
Negotiate Contract with Successful Vendor & Establish timeline for new implementation	1 month		
<b>Award Contract (selection complete)</b>	<b>Milestone</b>		



# Crook County HR Strategic Roadmap



## Implementation Phase

<i>Activity</i>	<i>Length</i>	<i>Start*</i>	<i>End*</i>
Prioritize rollout and functionality, create phased implementation plan	2 weeks		
Update Project Charter and deliverables	1 week		
Establish central issue tracking repository	1 week		
Initial system familiarization	1 Month		
Business Process documentation and alignment, System Configuration and testing	6 months		
Data conversion and validation	5 months		
User acceptance testing (UAT)	2 months		
General Staff Training and retraining of SME staff	2 months		
Go Live readiness evaluation	2 weeks		
<b>Go Live</b>	<b>Milestone</b>		
System Stabilization	3 months		
Process Alignment Re-review	12 months		

\* Dates are dependent on successful vendor availability and support. These dates should be considered “No Earlier Than” dates. Methodology, milestones, and timeline to be negotiated with vendor considering fiscal calendar and “black-out” periods and are subject to change.

## Crook County HR Roadmap

Throughout February 2024, VIE interviewed all County Department Heads and five other staff involved with HR functions. Conversations were oriented to outline steps to improve HR services for

- Recruiting, Hiring, and Onboarding
- Benefits, Compensation, and Payroll
- Personnel Records Management
- County Policy Training
- Performance Reviews
- Employee Training

What we found:

- Recruiting and retention are challenging in a small rural County with a more populous (well-funded) neighboring county and municipalities
- Departments continue to function as somewhat separate entities, sometimes because their HR needs are unique and sometimes because of insufficient support from HR personnel
- The HR department is understaffed, with one individual devoted entirely to recruiting.
- Of most concern was the need to be able to see employee information easily – date hired, pay history, training / certifications completed, status of a recruiting effort

What we recommend:

- Hire a qualified third HR person and an experienced HR Information System (HRIS) manager
- Document procedures as they operate now with an eye to improvements with a new HRIS and as a basis for service management and systemization
- Use the HRIS implementation to leverage solutions for information access and documentation management (PowerDMS as a possibility)
- Aim for quality metrics (examples included in the report) to know the processes are working well and achieving County goals
- Use several methods to improve collaboration and trust between HR and departments and among departments

The RoadMap in the report includes several quick wins to start with success as well as longer term efforts including the HRIS implementation.

## HR RoadMap

This HR roadmap focuses on

- preparing for an HRIS selection and implementation
- scheduling realistic non-system improvements

“Workstreams” are types of activities that begin and end to support the general strategies.

STA Staffing related activities (establishing management oversight and hiring key resources)

ERP Enterprise Resource Planning system implementation: HRIS phase

PRO Process improvement -- documentation and communication

Timeframe	Work Stream	Activity
Q3 FY2024	STA	Hire 3 <sup>rd</sup> HR staff and contract for HRIS project manager
	ERP	Draft initial Project Charter
	ERP	Outline system selection criteria and process
	ERP	Document change management process for scope changes / training
	PRO	Agree on draft onboarding checklist and workflow
Q4 FY2024	ERP	Select HRIS component systems, update project charter, and develop implementation plan (see Appendix <a href="#">N</a> )
	ERP	Draft workflows as they are now for the Employee Journey functions
	ERP	Draft high-level workflow for to-be Employee Journey; begin to adapt to HRIS features
	PRO	1 <sup>st</sup> scheduled review of hiring and retention process and available statistics
	PRO	Route and track text messages from the web site
	PRO	Add budget information to Personnel Action form; document and train in how to provide this information
Q1 FY2025	ERP	Begin HRIS implementation; achieve test system status for entire “employee journey” with Self-Serve portal a priority
	PRO	Provide access to pay stubs for employees
	ERP	Test and audit integrations with payroll/GL as priority, others TBD
	ERP	Update HRIS implementation plan for final testing and go- live
Q2 FY2025	ERP	Complete HRIS training and process documentation
	ERP	Implement HRIS and associated systems
	PRO	Draft strategic plan for continuing HR process improvement



## Agenda Item Request

**Date:**

*April 2, 2024*

**Meeting dates desired:**

*April 10, 2024, work session*

**Subject:**

*Discuss roles and responsibilities of Court (all commissioners) and board chair*

**Background and policy implications:**

*The County Court discussed roles of the commissioners at its March 1, 2024, goal setting meeting, changed its form of governance March 8, 2024, and discussed roles and responsibilities of commissioners at its March 13, 2024, work session. The attached red-line document includes the desired changes to a draft document discussed March 1. The draft roles and responsibilities for the board chair have yet to be discussed, including whether certain responsibilities should be allocated amongst all commissioners. Also, at the March 13 meeting there was brief discussion about the committees commissioners may serve. A schedule of committees, present appointments, and other requested information is provided. It is desired that the Board determine which commissioner will serve on the various committees and complete the roles and responsibilities of the commissioners and chair at this meeting.*

**Budget/fiscal impacts:**

*Not determined.*

**Legal Review:**

*NA*

**Requested by:**

*Andy Parks, Contract County Administrator*

**Presenters:**

*Andy Parks, Contract County Administrator – to introduce and facilitate the discussion.*

**Attachments**

- *Draft roles and responsibilities of County Commissioners – red-line*
- *Draft roles and responsibilities of County Judge/Board Chair*
- *Draft of committees the Crook County Board of Commissioners have an opportunity to fill a committee board seat, the purpose of the committee and the commissioner, if any, presently filling a board seat*

## **Role of Board Chair**

(prepared by Judge Crawford)

The role of a County Judge/Chair is both outward facing and inward facing. The J/C works with staff to identify community priority agenda items, prepare Agendas for County meetings, and run those meetings. By proactively providing information related to community priorities the J/C helps advertise and promote the work of the County Government. The amount of media coverage of County business has declined in the last decade, so social media reach is a necessary part of the job.

The J/C also handles all public relations and manages relationships with the Association of Oregon Counties, Association of Eastern Oregon Counties, state-wide elected officials, state legislators, and members of Congress.

The County does not have a public relations or lobbying team, so the J/C takes on those roles to insure that County residents and non-residents are well aware of County issues and opportunities for economic development and tourism. This involves work with Business Oregon as well as Travel Oregon. The J/C interfaces with other state agencies as well as the Governor on an as needed basis, to insure that leaders in Salem are aware of the local impacts of State Agency Actions.

When it comes to discretionary state funds such as ARPA dollars the J/C coordinates with the AOC and other groups to maximize state and federal dollars coming back to Crook County.

If the County refers an election issue, such as bonds, to the voters of Crook County, the J/C takes a leading role in those campaigns. The J/C manages messaging around the issues, as well as campaign fundraising to make sure that County voters understand the benefits and burdens associated with the election issue.

The J/C is the face of the County government and needs to regularly attend and actively participate in stakeholder organizations that promote Crook County, as well as regional organizations that could have a positive or negative impact on the County.

The J/C is the person that constituents reach out to if they have questions related to how to go about a project or who at the County they need to talk to to get questions answered. The position is both a proactive and reactive position, that prevents problems or corrects misinformation, so that it doesn't lead to problems. Constituents regularly contact the J/C outside of normal work hours. Prior County judges have referred to it as an on-call position. That is consistent with my experience and the expectation of community members.

If there is a community event, community members expect that the J/C will be in attendance and actively participating.

Draft

## Roles and Responsibilities of County Commissioners (all members)

### Summary

A Board of County Commissioners holds a pivotal role in governing and overseeing county government operations, with specific duties varying across states and jurisdictions. The key areas of responsibility encompass legislative authority, budget and finance, governance, zoning and land use, oversight of other governing boards, personnel matters, infrastructure and public works, intergovernmental relations, and community engagement.

### Legislative authority

- Enact ordinances and resolutions
- Enact policies

### Budget and Finance

- Establish budgets
- Establish service levels
- Establish fees and charges
- Send county-wide measures to the ballot
- Approve investment policies
- Review financial performance
- Serve as the audit committee
- Approve purchasing policies
- Approve purchases above a defined dollar threshold and or other metrics

### Governance

- Appoint members to various advisory and operating committees/commissions/boards
  - Planning Commission
  - Fair Board
  - Ag Extension Service District Advisory Board
  - Board of Property Tax Appeals
  - Budget Committee
  - Abatement of Dangerous Building Code, Appeals Committee
  - Community Health Advisory Council
  - Compensation Committee
  - Flat Rock Road District
  - Hahlen Special Road District
  - Library Board of Trustees
  - Local Public Safety Coordinating Council
  - Museum Advisory Board
  - Natural Resource Advisory Committee
  - Solid Waste & Recycling Advisory Committee
  - Taylor Grazing
  - Wolf Depredation Compensation Committee

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**Zoning and Land Use**

- Appoint the Planning Commission
- Approve the comprehensive land use plan and changes
- Serve as the appeals board for land use decisions

**Governing board of other districts**

- The Crook County Road District
- OSU Extension Service District

**Personnel**

- Appoint and terminate County Manager-Administrator
- Ratify appointment and termination of department heads
- Participate in 360-degree evaluation of department heads
- Approve labor agreements
- Approve pay and benefits for unrepresented employees
- Establish personnel policies
- Rotate attendance at department head meetings – department updates
- May serve in a liaison role to a department if mutually agreed by the department head, County Court, Court member and County Manager

**Commented [AP1]:** This is suggested language to facilitate a couple of scenarios: 1. Onboarding a new director, 2. Facilitating discussions between the Manager and department head to help resolve issues.

**Infrastructure and Public Works**

- Approve airport master plan
- Approve leases
- Approve transportation system plan
- Approve capital projects
- Approve solid waste management plan
- Approve franchise agreements
- Appoint court member liaison to oversee major capital projects

**Intergovernmental Relations**

- Serve on various boards/committees
  - EDCO (Economic Development for Central Oregon)
  - COIC (Central Oregon Intergovernmental Council)
    - COACT (Central Oregon Area Commission on Transportation)
    - STIP (Statewide Transportation Improvement Fund)
  - COHC (Central Oregon Hospital Council)
  - Chamber of Commerce
  - AOC/committees (Association of Oregon Counties)
  - AEOC (Association of Eastern Oregon Counties)
  - OFRC (Oregon Forest Restoration Collaborative)
  - CREA (Community Renewal Energy Association)
- Engage and collaborate with the following intergovernmental partners
  - City of Prineville

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o Crook County Parks and Recreation District

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o Crook County Rural Fire District

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o Crook County School District

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o State elected officials

▪ Representative – District 59

▪ Senator – District 30

o Federal elected officials

▪ Representative – 2<sup>nd</sup> District

▪ Senators

o Oregon Agencies

▪ ODOT (Oregon Department of Transportation)

▪ OHA (Oregon Health Authority)

▪ OJD (Oregon Judicial Department)

▪ ODFW (Oregon Department of Fish and Wildlife)

▪ DEQ (Oregon Department of Environmental Quality)

o Federal Agencies

▪ BLM (Bureau of Land Management)

▪ USFS (United States Forest Service)

▪ USDA (United States Department of Agriculture)

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### Community Engagement

• Engage with community groups and organizations

• Approve communications plan

• Respond to citizen inquiries

In summary, County Commissioners play a multifaceted role in legislative, financial, governance, and community aspects, contributing to the overall well-being and development of the county.

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(prepared by Judge Crawford)

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## **Boards and Committees Commissioners Attend/Participate In**

### **Commissioner Crawford-**

- PEDCO Advisory Board
- AOC Legislative Committee
- AOC Board
- Community Health Advisory Council
- COACT Board
- CREA Executive Committee
- CCEDC Advisory Board
- Kiwanis
- AOC Summit
- NACo Rural Action Caucus
- NHMP Steering Committee
- Crook County Wellness Team
- COIC Board
- Budget Committee

### **Commissioner Barney-**

- AOC Public Safety and Veterans Steering Committee
- AOC Legislative Committee
- AOC Board
- Local Government Advisory Committee for Health and Human Services
- CORE3 Council
- CC CWPP Steering Committee
- OID Board
- AOC Natural Resources Committee
- Budget Committee

### **Commissioner Hermreck-**

- Kiwanis
- COIC Executive Committee
- AOC Transportation and Community Development Steering Committee
- AOC Natural Resources Steering Committee
- Health Committee
- OFRC Executive Committee
- NHMP Committee

- COHC Board
- Budget Committee

**Note:**

Please note that these are only the boards or committees that were on the calendars for the commissioners. If there are any others we can certainly add to the list for each commissioner, and then make sure it is consistent with the calendar entry.

## Proposed COACT Meeting Schedule – 2024

Month	Type of Meeting	Meeting Date	Meeting Time
February	COACT	February 8, 2024	3:00 to 5:00 PM
March	Executive Committee	March 7, 2024	3:30 to 4:30 PM
April	COACT	April 11, 2024	3:00 to 5:00 PM
June	Executive Committee	June 6, 2024	3:30 to 4:30 PM
August	Executive Committee	August 8, 2024	3:30 to 4:30 PM
September	COACT	September 12, 2024	3:00 to 5:00 PM
October	Executive Committee	October 3, 2024	3:30 to 4:30 PM
November	COACT	November 14, 2024	3:00 to 5:00 PM
December	Executive Committee	December 5, 2024	3:30 to 4:30 PM

All COACT Board and Executive Committee meetings **will be held in a hybrid format. COACT Board and Executive Committee meetings will take place at the Redmond Public Works Training Room (243 E. Antler Avenue, Redmond) or remotely via Zoom.** Zoom information for the meetings can be found online at <https://www.coic.org/coact/>.

For more information:

Scott Aycock, COACT Staff  
 Central Oregon Intergovernmental Council  
 334 NE Hawthorne Ave.  
 Bend, OR 97701  
 (541) 548-9523  
[scotta@coic.org](mailto:scotta@coic.org)

Sommers Taylor, COACT Staff  
 Central Oregon Intergovernmental Council  
 334 NE Hawthorne Ave.  
 Bend, OR 97701  
[staylor@coic.org](mailto:staylor@coic.org)

# Regional Housing Council Pilot Proposal

## Overview

The Central Oregon Intergovernmental Council (COIC) is forming a Regional Housing Council (RHC) to strengthen the region's response to housing and houselessness needs in Central Oregon.

The RHC will be a representative body of community leaders, elected officials, and housing/houselessness stakeholders to engage in mutual learning, identify shared priorities, and serve as a regional voice. The RHC value proposition is to provide all communities in the Central Oregon region – cities, counties, and tribes – the ability to work together on shared needs, build coordinated approaches, and provide unified feedback to State agencies. The RHC will draw from shared knowledge and resources to identify and advocate for regional needs and priorities. The regional nature of the RHC also permits an economies of scale model to increase the capacity and efficiencies of smaller communities.

*Note: While the RHC will likely engage in some activities and discussions relating to the land use system, the RHC will not have a formal role in land use studies and adoption products; the creation of the RHC would neither eliminate nor change the statutory land use role and/or requirements for cities and counties.*

The RHC is designed to address housing needs across the communities in our regional housing market as well as engage with the State to provide a cohesive “Central Oregon Voice” as the region advocates at the state-level. The combination of this local and statewide role allows the RHC to serve as a nexus between the top-down and the bottom-up and will provide a means for state and federal partners to efficiently engage with local communities. The RHC will also create a process for regions to pool resources and identify priorities; and to communicate those priorities with government partners in an efficient manner.

## Functions

A **menu** of potential functions for the Regional Housing Council follows. The RHC membership will decide for itself what roles it wants to focus on, and will develop its own set of priorities.

### 1. IDENTIFY AND ADDRESS SYSTEM GAPS AND NEEDS THROUGH COLLABORATION

- a. Identify existing programs to meet priority needs and support the programs by:
  - i. Identifying resources and support resource development
  - ii. Providing a space for dialogue, planning, and execution of a seamless program
- b. Generate new projects and programs to meet priority needs by:
  - i. Defining the need and potential solutions
  - ii. Identifying and facilitating key partners to shape the project or program
  - iii. Identifying resources and supporting resource development
  - iv. Monitoring projects from planning through implementation and evaluating against established benchmarks.
- c. Build a high-level Regional Housing Strategy or Framework rooted in data and collaborative priorities.

### 2. CENTRALIZE INFORMATION AND RESOURCES

- a. Map the housing and houseless services and organizations within the region
- b. Research and disseminate best practices in policy and program development (in partnership with H4A)
- c. Empower members to feel confident making referrals and connections to:
  - i. local service providers,
  - ii. data needs,
  - iii. information,
  - iv. topical and regional expertise,
  - v. and collaborative impact needs.

### 3. PROMOTE EDUCATION & ADVOCACY

- a. Conduct outreach and campaigns for public and stakeholder awareness and education
- b. Coordinate symposiums, webinars, and events to advocate for housing and shared knowledge
- c. Coordinate community events for public engagement and input on housing-related issues
- d. Evaluate local, regional, state, and federal policies and initiatives for endorsement or opposition
- e. Communicate local housing needs and interests to legislators and elected officials

### 4. COLLABORATE TO GATHER AND REVIEW DATA

- a. Serve as a regional clearinghouse of information on housing and houseless-related information for the benefit of RHC members and regional and statewide housing partners.
- b. Identify and address priority unmet data needs:
  - i. Identify systemic data gaps and develop partnerships to fill gaps. *E.g. creating a shared data system for law enforcement, homelessness service providers, and health care (from the H4A work plan).*
  - ii. Engage with the state’s Regional Housing Needs Analysis. If ultimately implemented by the state, we propose that Regional Housing Councils serve as a regional Advisory Committee and manage regional engagement with the RHNA and subsequent housing unit allocation process. This does not mean that the RHC would manage the RHNA, but rather will develop a regular system of data gathering and needs assessment to provide additional information appropriate for each region, including contextual information of the unique communities in the region that is not possible through a standardized statewide methodology. In this way, local communities in the Central Oregon region can speak to the specific and unique elements of their housing and houseless challenges.

*For example:*

1. Provide local knowledge regarding population growth dynamics, local priorities for housing provision (e.g. regional goals regarding provision of housing for homeless populations, low income populations, “missing middle” housing, etc. – as well as local and regional context regarding the potential impacts of different types of housing development), and local understanding of the dynamics of different policy interventions.
2. Gather qualitative data on the diverse experiences of those who are most affected by the housing crisis.
3. Use the above information to work with the state to create locally relevant housing production strategies – acknowledging that barriers to development and type of housing needed are not necessarily identical in cities across a region, nor from region to region in Oregon. *Recognizing and understanding this will help focus limited resources on best addressing the barriers in each community.*
4. Partner with the State to address data source limitations which have had the effect of separating Crook and Jefferson counties from being included in a housing market region with Deschutes County in the state’s RHNA process – this does not reflect the real-world regional housing market condition. Because the Central Oregon region is a single, interconnected commute-shed, the housing and homelessness concerns of one jurisdiction affects the others.

### 5. COMMIT TO DIVERSITY, EQUITY & INCLUSION (DEI)

Prioritize DEI and transparency in the RHC Charter and in its actions. The DEI policy will be foundational and active in the membership seats and recruitment process, in selecting projects, and in funding decisions.

## Geography

The Central Oregon RHC will work within the Central Oregon housing market, including Crook, Deschutes and Jefferson counties, the communities therein, and the Confederated Tribes of Warm Springs (if the Tribes wish to participate).

## Membership and Participation

The Area Commissions on Transportation provide a useful model in ensuring that local governments, tribes, authorities, and other partners are represented in regional funding and needs prioritization under the Oregon Department of Transportation purview. The RHCs could have a similar role and composition:

- Geographic/communities: including local elected representatives and/or senior administrative staffs from local jurisdictions.<sup>1</sup>
- OHCS and DLCD
- Governor’s Regional Solutions Coordinator
- Executive Director of the regional Community Action Agency (NeighborImpact in Central Oregon)
- Executive Director of the regional Housing Authority (Housing Works in Central Oregon)
- Chair of the Continuum of Care (Homeless Leadership Coalition in Central Oregon)
- Chair of Housing for All
- As desired, appointed issue area representatives – builders/developers, rental owners and tenant groups, advocacy organizations, public health, Coordinated Care Organizations (CCOs), public safety, schools, public land managers, Coordinated Entry, employers, land use groups, etc.

In addition, the RHC may form a Technical Advisory Committee (TAC) to assist in data gathering and needs assessment, program/policy review, and to build and oversee any pilot projects.

## Staffing

In Central Oregon, staff services will be provided by COIC and may also include contract services for technical analysis. Staff services would include:

- Supporting meetings by building packets, hosting and facilitating meetings
- Managing correspondence and outreach
- Program development and project management for priority needs
- Grant writing, resource development, and grant administration when needed
- Technical assistance to jurisdictions and partners, as requested
- Track progress on action items
- Contractor procurement and management
- Data and information collection
- Research
- Program outcomes reporting

## Budget

The initial RHC budget is estimated to be a baseline of \$50,000 per year not including start-up or contracting costs. COIC has secured funding for a two-year pilot with the hope that costs thereafter would be supported by funding from the State of Oregon.

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<sup>1</sup>In order to maximize coordination and efficiency, we have requested that the jurisdictions participating in the Deschutes County Coordinated Houseless Response Office (CHRO) appoint the same individuals to the Regional Housing Council that serve on the CHRO board.



## Outcomes

Potential outcomes could include:

1. Improve regional elected officials and other decision-maker awareness of housing and houseless issues, the impacts of the housing crisis, and identify solutions that have made impacts in other communities.
2. Build integrated (multi-agency, multi-issue), collaborative approaches to serving regional housing and houseless needs and opportunities.
3. Energize private market strategies to meet identified housing needs.
4. Create collaborative regional priorities, leading to the development of regional plans for funding and policy and program development.
5. Help communities identify housing and homelessness needs and solutions to achieve housing goals through regional economies of scale.
6. Serve as the nexus between bottom-up (local) and top-down (state and federal) policy and program development
7. Identify and collect contextual and additional data beyond that used in the state RHNA to establish regional housing and houseless trends, obstacles, and opportunities.
8. Yield information and direction for the model to be replicated across the state.

## Susan Hermreck

---

**From:** Sara Gamaney <[sgamaney@oregoncounties.org](mailto:sgamaney@oregoncounties.org)>  
**Sent:** Friday, April 5, 2024 1:00 PM  
**Subject:** Appointment Opportunity - Oregon Broadband Advisory Council

Chairs, Judges, and Commissioners,

The Oregon Broadband Advisory Council (OBAC) currently has a vacancy in the county representative seat. [ORS 285A.154](#) designates one seat on the OBAC representing the counties of this state.

This 13-member council advises the Oregon Broadband office on a variety of broadband related policies and strategies, in addition to providing recommendations around grant applications. The position is appointed by the governor and is not a direct appointment from AOC. Any interested individuals are invited to apply via [Workday](#).

We encourage you to apply by May 1st, 2024.

Please also let [Jen Lewis-Goff](#), AOC legislative affairs manager, know if you apply or if you have any questions.

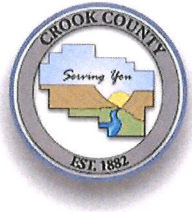
More information about the Oregon Broadband Council can be found [here](#).

--

Sara Gamaney  
Administrative Services Director  
Association of Oregon Counties  
1212 Court St NE, Salem, OR 97301  
o: [503.585.8351](tel:503.585.8351)

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## AGENDA ITEM REQUEST



**Date:**

March 12, 2024

**Meeting date desired:**

April 10, 2024

**Subject:**

Purchase of New Pickup

**Background and policy implications:**

Kendall Ford will work with Crook County per Policy

**Budget/fiscal impacts:**

\$52,949.65 for Pickup from Kendall Ford  
Account number 202-011-580.80-26.

**Requested by:**

Brad Haynes Crook County Road Department  
brad.haynes@crookcountyor.gov 541-447-4644

**Presenters:**

Brad Haynes

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

We have worked with legal office to ensure information is documented and filed appropriately.

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

N/A



Preview Order 6363 - W3B 4x4 Crew Cab SRW: Order Summary

Dealership Name: Kendall Ford of Bend

Sales Code : F74459

Dealer Rep.	Matt Schmitz	Type	Fleet	Vehicle Line	Superduty	Order Code	6363
Customer Name	CROOK COUNTY	Priority Code	D1	Model Year	2024	Price Level	425

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CREW CAB PICKUP/176	\$52815	11900# GVWR PACKAGE	\$0
176 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$52815	BACKGLASS DEFROST	\$0
OXFORD WHITE	\$0	POWER SLIDING REAR WINDOW	\$405
CLOTH 40/20/40 SEAT	\$315	JACK	\$0
MEDIUM DARK SLATE	\$0	STEEL ROAD WHEELS-18"	\$455
PREFERRED EQUIPMENT PKG.610A	\$0	UPFITTER SWITCHES	\$165
.XL TRIM	\$0	190AMP(GAS)/250AMP(6.7L) ALTR	\$0
.AIR CONDITIONING -- CFC FREE	\$0	TOUGH BED SPRAY IN BEDLINER	\$595
.AM/FM STEREO MP3/CLK	\$0	PRIVACY GLASS	\$30
.6.8L DEVCT NA PFI V8 ENGINE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
LT275/70R18E BSW ALL TERRAIN	\$265	FUEL CHARGE	\$0
3.73 ELECTRONIC-LOCKING AXLE	\$430	NET INVOICE FLEET OPTION (B4A)	\$0
JOB #2 ORDER	\$0	PRICED DORA	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	ADVERTISING ASSESSMENT	\$0
FRONT LICENSE PLATE BRACKET	\$0	DESTINATION & DELIVERY	\$1995
PLATFORM RUNNING BOARDS	\$445		

TOTAL BASE AND OPTIONS		MSRP	\$57915
DISCOUNTS		NA	
TOTAL			\$57915

Your Price: 52,474.76

Tax: 474.89

Total: 52,949.65

ORDERING FIN: QS045 END USER FIN: QP798

Customer Name:

Customer Email:

Customer Address:

Customer Phone:

\* Oregon State Contract: Oregon Buys Master Blanket

PO-10700-00004358

OR STATE GOV CONTRACT NOT SOURCE WELL



Preview Order 6363 - W3B 4x4 Crew Cab SRW: Order Summary

Dealership Name: Kendall Ford of Bend

Sales Code : F74459

Dealer Rep.	Matt Schmitz	Type	Fleet	Vehicle Line	Superduty	Order Code	6363
Customer Name	CROOK COUNTY	Priority Code	D1	Model Year	2024	Price Level	425

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CREW CAB PICKUP/176	\$52815	11900# GVWR PACKAGE	\$0
176 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$52815	BACKGLASS DEFROST	\$0
OXFORD WHITE	\$0	POWER SLIDING REAR WINDOW	\$405
CLOTH 40/20/40 SEAT	\$315	JACK	\$0
MEDIUM DARK SLATE	\$0	STEEL ROAD WHEELS-18"	\$455
PREFERRED EQUIPMENT PKG.610A	\$0	UPFITTER SWITCHES	\$165
.XL TRIM	\$0	190AMP(GAS)/250AMP(6.7L) ALTR	\$0
.AIR CONDITIONING -- CFC FREE	\$0	TOUGH BED SPRAY IN BEDLINER	\$595
.AM/FM STEREO MP3/CLK	\$0	PRIVACY GLASS	\$30
.6.8L DEVCT NA PFI V8 ENGINE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
LT275/70R18E BSW ALL TERRAIN	\$265	FUEL CHARGE	\$0
3.73 ELECTRONIC-LOCKING AXLE	\$430	NET INVOICE FLEET OPTION (B4A)	\$0
JOB #2 ORDER	\$0	PRICED DORA	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	ADVERTISING ASSESSMENT	\$0
FRONT LICENSE PLATE BRACKET	\$0	DESTINATION & DELIVERY	\$1995
PLATFORM RUNNING BOARDS	\$445		

TOTAL BASE AND OPTIONS		MSRP	\$57915
DISCOUNTS		NA	
TOTAL			\$57915

Your Price: 52,474.76

Tax: 474.89

Total: 52,949.65

ORDERING FIN: QS045 END USER FIN: QP798

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:



Preview Order 0088 - W3B 4x4 Crew Cab SRW: Order Summary Time of Preview: 03/11/2024 13:38:28 Receipt: NA

Dealership Name: TS&S Ford

Sales Code : F74468

Dealer Rep.	William Schleve	Type	Fleet	Vehicle Line	Superduty	Order Code	0088
Customer Name	crook county	Priority Code	E2	Model Year	2024	Price Level	425

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CREW CAB PICKUP/176	\$52815	.LED BOX LIGHTING	\$0
176 INCH WHEELBASE	\$0	.REVERSE SENSING SYSTEM	\$0
TOTAL BASE VEHICLE	\$52815	.360-DEGREE CAMERA PACKAGE	\$0
OXFORD WHITE	\$0	.CLOTH 40/20/40 SEAT	\$0
MEDIUM DARK SLATE	\$0	PLATFORM RUNNING BOARDS	\$445
PREFERRED EQUIPMENT PKG.610A	\$0	11900# GVWR PACKAGE	\$0
.XL TRIM	\$0	50 STATE EMISSIONS	\$0
.AIR CONDITIONING -- CFC FREE	\$0	PRO POWER ONBOARD - 2KW	\$985
.AM/FM STEREO MP3/CLK	\$0	JACK	\$0
7.3L DEVCT NA PFI V8 ENGINE	\$1705	DUAL BATTERY	\$210
10-SPEED AUTO TORQSHIFT	\$0	XL DRIVER ASSIST PACKAGE	\$0
3.73 ELECTRONIC-LOCKING AXLE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
JOB #2 ORDER	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	FUEL CHARGE	\$0
FRONT LICENSE PLATE BRACKET	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
STX APPEARANCE PACKAGE	\$5115	PRICED DORA	\$0
.LT275/70R18E BSW ALL TERRAIN	\$0	ADVERTISING ASSESSMENT	\$0
.BLIS (BLIND SPOT INFO SYSTEM)	\$0	DESTINATION & DELIVERY	\$1995
.EBONY BLACK ALUM WHLS-18"	\$0		
TOTAL BASE AND OPTIONS			MSRP \$63270
DISCOUNTS			NA
TOTAL			\$63270

*Your Price \$58,267*

ORDERING FIN: QP798 END USER FIN: QP798

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*



5:24 2:40 PM

Previous Order 80337 - 2024 Ford Crew Cab SUV



Invoice Order: 80337 - 2024 Ford Crew Cab SUV - Order Summary - Date of Invoice: 04/26/2024 14:39:50 - Raleigh, NC

Dealer Name: Wright Ford Inc.

Sales Code: 774471

Dealer Ref:	Thomas Wright	Type:	Invoice	Vehicle Line:	Superior	Order Code:	8000
Customer Name:	4 8003	Priority Code:	19	Model Year:	2024	Price Label:	475

DESCRIPTION	MSRP	INVOICE DESCRIPTION	MSRP	INVOICE
FORD 4X4 CREW CAB PICKUP 2.0	52815	2024 F150 L2250 TORQUE BOOST ALL TERRAIN	50	50
175 WHEELS	50	01. BLK 20" WHEELS	50	50
BRONCO BODY	50	01. BRONCO BLACK ALUM WHEELS 18"	50	50
ALUMINUM BARE SLATE	50	01. LED BOX LIGHTING	50	50
PREPARED EQUIPMENT PROTECTION	50	01. REVERSE SENSING SYSTEM	50	50
NO TIRE	50	01. 360 DEGREE CAMERA PACKAGE	50	50
AIR CONDITIONING - CFC FREE	50	01. CLOTH 40/20/10 SEAT	50	50
AUTOMATIC STEREO MP3/CD	50	01. 31900R 20WPK PACKAGE	50	50
7.0L DIESEL NA F150 4X4 ENGINE	11709	51351 30 STATE EMISSIONS	50	50
10-SPEED AUTOMATIC TRANSMISSION	50	50. JACK	50	50
1.75 ELECTRIC LOCKING AXLE	50	50. FLD DRIVER ASSIST PACKAGE	50	50
306 KI. QUOTA	50	50. FUEL CHARGE	50	5142.50
CHASSIS MANAGEMENT	50	50. PREP DONA	50	50
37X APPEARANCE PACKAGE	50	50. DESTINATION & DELIVERY	53995	53995

TOTAL BASE AND OPTIONS	MSRP	INVOICE
DISCOUNTS	561830	558526.50
TOTAL	561830	558526.50

NA  
558526.50  
+ DMV

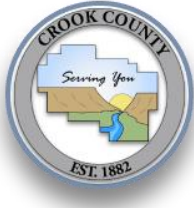
Customer Name: \_\_\_\_\_  
 Customer Address: \_\_\_\_\_  
 Customer Email: \_\_\_\_\_  
 Customer Phone: \_\_\_\_\_  
 Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
 This order has not been submitted to the order book.  
 This is not an invoice.

WRIGHT  
 Forest Redmond



## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

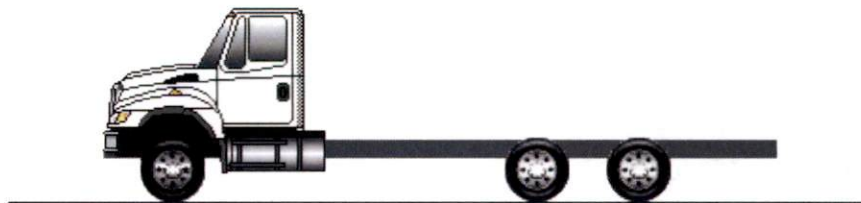
**Legal review (only if requested):**

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

/

**Prepared For:**  
CROOK COUNTY LANDFILL  
AARON REINHART  
110 SW Landfill Rd.  
Prineville, OR 97754-7794  
(541)447 - 2398  
Reference ID: SAMPLE CHASSIS

**Presented By:**  
PETERSON TRUCKS, INC  
Barney Newman  
61 NE COLUMBIA BLVD.  
PORTLAND OR 97211 - 1413  
(503)285-9300



**Model Profile**  
**2025 HV607 SBA (HV607)**

<b>AXLE CONFIG:</b>	6X4
<b>APPLICATION:</b>	Water Tank
<b>MISSION:</b>	Requested GVWR: 54000. Calc. GVWR: 66000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 42.46% / 2.75% @ 55 MPH
<b>DIMENSION:</b>	Wheelbase: 217.00, CA: 149.90, Usable CA: 146.90, Axle to Frame: 100.00
<b>ENGINE, DIESEL:</b>	{Cummins L9 380} EPA 2024, 380HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 380 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 6.14
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
<b>TIRE, REAR:</b>	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, TANDEM:</b>	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
<b>FRAME REINFORCEMENT:</b>	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
<b>PAINT:</b>	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 217.00 Wheelbase, 149.90 CA, 146.90 Usable CA, and 100.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqli Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqli
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

<u>Code</u>	<u>Description</u>
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SDP	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RNB	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style



<b>Code</b>	<b>Description</b>
8WGR	SOLENOID, AIR for Customer Use; Provides (6) Normally Open Pilot Air Source, Approx. 4 CFM; Includes Latched Switch in Cab; Air Exhausted Only with Key in "Ignition" or "Accessory" position; Air Will be Supplied with Key in "Off" Position
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10UAG	VEHICLE REGISTRATION IDENTITY ID for Other State
	<u>Notes</u> : CANNOT BE REGISTERED IN CALIFORNIA AND OREGON. For vehicles that will be registered in States other than California and Oregon.
10WCY	SAFETY TRIANGLES
10WWP	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension, for Tire Size 425/445
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EZB	ENGINE, DIESEL {Cummins L9 380} EPA 2024, 380HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 380 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

<u>Code</u>	<u>Description</u>
	<u>Includes</u> : FAN Nylon
12UYH	RADIATOR Aluminum, Cross Flow, Front to Back System, 1469 SqIn, with 1172 SqIn Charge Air Cooler  <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12WZY	CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
13BEK	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type
13WEH	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14HRE	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 6.14
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab



<u>Code</u>	<u>Description</u>
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer  <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16LJS	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Angle Adjust, Dual Shocks
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width  <u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VHX	CAB MOUNTING HEIGHT EFFECTS High Cab in Lieu of Mid High Cab Mounting (Approx. 4.5")
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab  <u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7382135444	(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position Cab schematic 100WL

<u>Code</u>	<u>Description</u>
	Location 1: 9219, Winter White (Std)
	Chassis schematic N/A
	<b>Services Section:</b>
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40NSG	CARB COMPANION PLAN {Navistar} for CARB B6.7 and L9 Engines



<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$136,508.69
Memo Item(s):		
Total Federal Excise Tax	\$0.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

**Approved by Seller:**

**Accepted by Purchaser:**

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

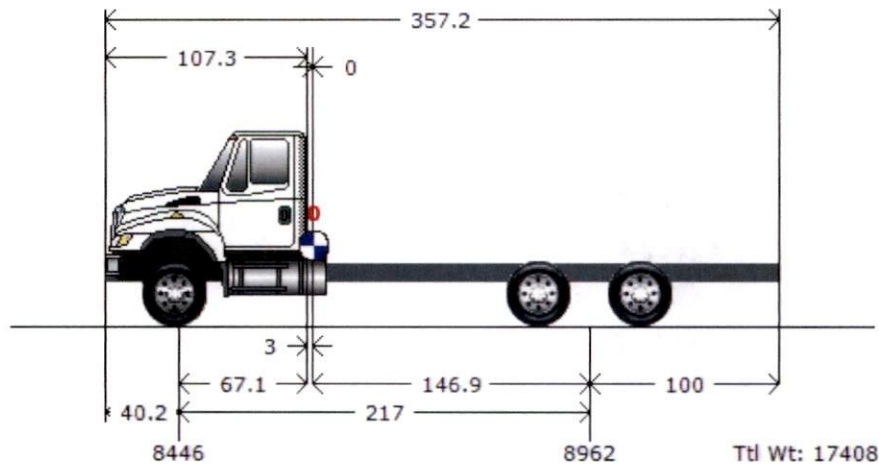
\_\_\_\_\_  
Authorized Signature and Date

**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights		
Bumper to Axle	(BA)	40.2	Body Length	(BL)	N/A	Tractor Front Axle:		8,446
Wheelbase	(WB)	217.00				Tractor Rear Axle:		8,962
Axle to Frame	(AF)	100.00						
Axle to Back Cab	(ABC)	67.1						
Cab to Axle	(CA)	149.9						
Usable CA		146.9						
CA Reduction Adjustment		3.00						
Fuel-Diesel(Gals)		0						
DEF(Gals)		0						

Before the Cab			Cab			Payloads			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	1						

Loads	
Payload Weight:	0
Driver:	0
Fuel-Diesel(Lbs):	0
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	8,446
Total Rear Axle:	8,962
Total Weight:	17,408

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

**Weight Distribution**

All weights are represented in lbs.

	<u>Truck</u>		
	Front	Rear	Total
<b><u>Chassis Weight</u></b>			
Chassis Weight:	8,446	8,962	<b>17,408</b>
Fuel:	0	0	<b>0</b>
DEF:	0	0	<b>0</b>
<b>(Curb Weight):</b>	<b>8,446</b>	<b>8,962</b>	<b>17,408</b>
<b><u>Loads</u></b>			
Payloads:	0	0	<b>0</b>
Driver:	0	0	<b>0</b>
<b>Axle Totals (Gross Weight):</b>	<b>8,446</b>	<b>8,962</b>	<b>17,408</b>

**Weight Ratings**

	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	20,000	46,000
Tire(tire capacity)	22,800	48,040
Suspension(suspension capacity)	20,000	46,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")
<b><u>Wheel Combination</u></b>		
	<b>Load</b>	<b>Limit</b>
1 - 3	17,408	51,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 66,000 - Gross Vehicle Weight(GVW) 17,408 = 48,592 Reserves

**Weight Summary**

\* Distributed weights are within capacity limits

(0012EZB)

ATTACHMENTS: 0015WCN 0012VXT 0012THT 0007SDP

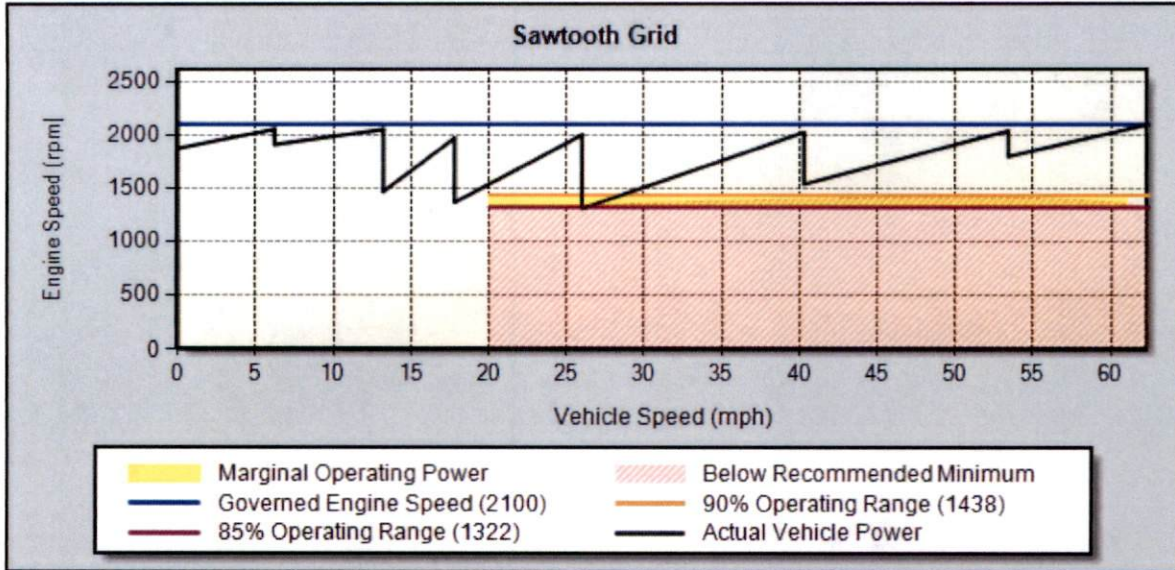
<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Accelerator Vehicle Speed	62	MPH
Road Speed Governor Upper Droop	3	MPH
Road Speed Governor Lower Droop	0	MPH
Driver Initiated Override (DIO)	N, DISABLE FEATURE OR FUNCTION	N/A
DIO Maximum Road Speed Delta	3	MPH
DIO Maximum Distance	100	MILES
Max Engine Speed No Veh Speed Sensr	2083	RPM
LBSC Enable	N, DISABLE FEATURE OR FUNCTION	N/A
LBSC - Engine Speed Breakpoint	1800	RPM
Gear Down Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
GDP - Heavy Load Vehicle Speed	62	MPH
GDP - Light Load Vehicle Speed	57	MPH
Driver Reward Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Driver Reward Mode	0, ROAD SPEED GOVERNOR	N/A
Fuel Economy - Expected Level	7.00	MPG
Fuel Economy - Good Level	7.25	MPG
Fuel Economy - Best Level	7.50	MPG
% Idle Time - Expected Level	30	%
% Idle Time - Good Level	20	%
% Idle Time - Best Level	10	%
Speed Reward - Expected Level	0	MPH
Speed Reward - Good Level	0	MPH
Speed Reward - Best Level	0	MPH
Speed Reward - Penalty Level	0	MPH
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	15.0	MIN
ISD Percent Engine Loading	100	%
ISD In PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	Y	N/A
ISD Engine Coolant Temp Threshold	53	F
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	62	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	3.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
CC Engine Brake Swtch Bypass Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Engine Fan Min On Time For AC	30	SEC
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	2100	RPM



PTO Min Engine Speed	750	RPM
PTO Maximum Engine Load	800	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	2300	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	1, PTO PRK BRK INT TYPE SET TO CAB ONLY	N/A
PTO Transmission Neutral Interlock	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	925	RPM
PTO Set Switch Speed	850	RPM
PTO Additional Switch Speed	950	RPM
PTO Ramp Rate	250	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	1000	RPM
Remote PTO Speed Setting 2	1200	RPM
Remote PTO Speed Setting 3	1400	RPM
Remote PTO Speed Setting 4	1400	RPM
Remote PTO Speed Setting 5	1500	RPM
Remote Station PTO Resume Sw Spd	1000	RPM
Remote Station PTO Set Switch Speed	1500	RPM
Remote Station PTO Addition Sw Spd	1500	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque in Top Gear Range	2995	LB-FT
Max Torque in Int. Gear Range	2995	LB-FT
Max Torque in Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Sudden Veh Speed Decel Threshold	6.96	MPH
Trip Information Vehicle Ovrsped1	69	MPH
Trip Information Vehicle Ovrsped2	71	MPH
Veh Speed Sensor Anti Tamper Level	1, HIGH LEVEL	N/A
Maintenance Monitor Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters have been successfully finalized

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1C	4.70	0.0	1875	6.2	2054	N/A	59	46	
2C	2.21	6.2	1910	13.2	2052	N/A	59	46	
2L	2.21	13.2	1467	17.8	1971	N/A	59	46	
3L	1.53	17.8	1365	26.0	2001	N/A	59	46	
4L	1.00	26.0	1308	40.3	2025	N/A	59	46	
5L	0.76	40.3	1539	53.4	2039	N/A	59	46	
6L	0.67	53.4	1798	62.4	2100	N/A	59	46	

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

**STEADY STATE PERFORMANCE**

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L	65.3	2199	*****	0.00	
HI GEAR SPEED @ RATED RPM	6L	62.4	2100	*****	1.99	
55.0 MPH STEADY-STATE	6L	55.0	1852	*****	2.75	
TYPICAL OPERATING SPEED	6L	60.0	2020	*****	2.22	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN "----", VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "\*\*\*\*\*", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

**Recommendations / General Information**

IDLE FUEL RATE : \*\*\*\*\* GALS/HR @ 700.0 RPM  
TORQUE CONVERTER : TC-521 STALL RATIO: 2.42

**Fuel Economy Route: Normal Route - City, Suburban, and Highway**

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	*****	*****	*****	
AVERAGE MPH	19.0	39.9	54.6	
MISSION MINUTES	29.71	51.91	173.33	

IF THE RESULTS CONTAIN "\*\*\*\*\*", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

**GRADEABILITY PERFORMANCE**

**Enroute - Full Throttle Upshift Performance**

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes
1C	4.70	0.0	1875	0.00	59.63	@ STALL
		3.5	1925	239.37	53.89	70% EFF
		4.8	1975	272.80	42.46	80% EFF
		6.2	2054	285.68	32.82	
2C	2.21	6.2	1910	217.08	24.22	
		13.2	2052	285.15	14.44	
2L	2.21	13.2	1467	314.92	16.06	
		17.8	1971	337.74	12.59	
3L	1.53	17.8	1365	292.66	10.79	
		26.0	2001	336.15	8.20	
4L	1.00	26.0	1308	278.98	6.66	
		40.3	2025	330.44	4.71	
5L	0.76	40.3	1539	320.50	4.54	
		53.4	2039	319.65	2.91	
6L	0.67	53.4	1798	320.56	2.93	
		62.4	2100	309.55	1.99	RATED RPM
		63.8	2149	229.51	1.00	
		64.6	2174	187.32	0.50	
		65.3	2198	145.46	0.00	LEVEL ROAD

**STARTING / TOP GEAR PERFORMANCE**

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes
1C	4.70	0.0		0.00	59.63	@ STALL
		4.8		272.80	42.46	80% EFF - Calculated Start Ability

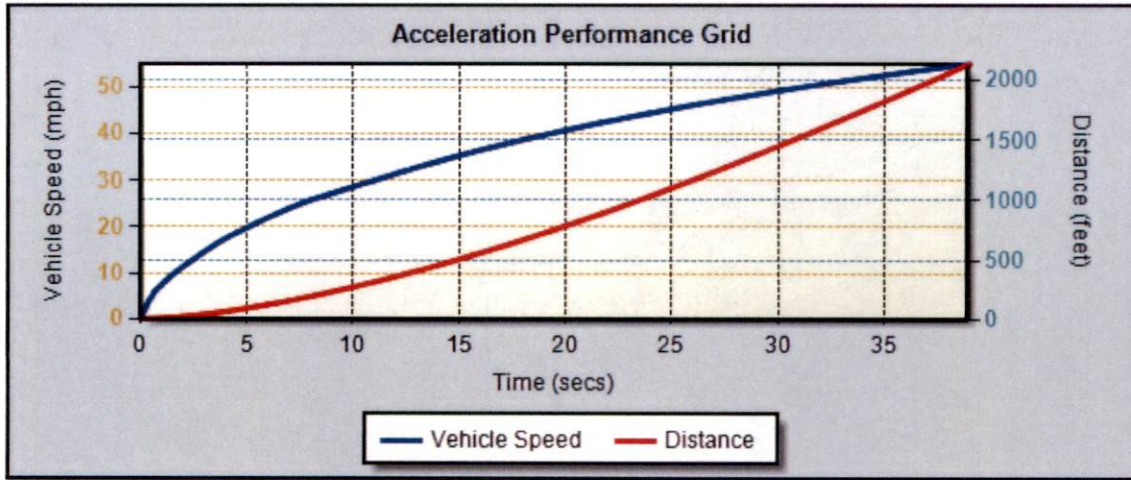
@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.



**ACCELERATION PERFORMANCE RESULTS**

Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 38.95 (SECS)

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.10	0.1	1.0	
	0.20	0.3	2.0	
	0.30	0.7	3.0	
	0.41	1.2	4.0	
	0.54	2.1	5.0	
	0.68	3.3	6.0	
2C	0.72	3.6	6.2	
	0.94	5.7	7.2	
	1.16	8.3	8.2	
	1.40	11.4	9.2	
	1.66	15.0	10.2	
	1.94	19.4	11.2	
2L	2.24	24.6	12.2	
	2.56	30.5	13.2	
	2.87	36.7	14.2	
	3.18	43.6	15.2	
	3.52	51.4	16.2	
	3.89	60.4	17.2	
3L	4.10	65.7	17.8	
	4.54	77.6	18.8	
	4.99	90.2	19.8	
	5.44	103.5	20.8	
	5.90	117.8	21.8	
	6.38	133.6	22.8	
4L	6.89	151.0	23.8	
	7.43	170.1	24.8	
	7.99	191.0	25.8	
	8.15	197.2	26.0	
	8.86	224.9	27.0	
	9.58	253.7	28.0	
	10.29	283.6	29.0	
	11.01	314.6	30.0	

<b>Gear</b>	<b>Time (secs)</b>	<b>Distance (feet)</b>	<b>Speed (mph)</b>	<b>Notes</b>
	11.73	346.8	31.0	
	12.45	380.3	32.0	
	13.20	415.8	33.0	
	13.97	453.9	34.0	
	14.77	494.6	35.0	
	15.61	538.2	36.0	
	16.48	584.8	37.0	
	17.39	634.6	38.0	
	18.33	687.7	39.0	
	19.30	744.3	40.0	
5L	19.57	760.2	40.3	
	20.61	822.5	41.3	
	21.67	887.2	42.3	
	22.75	955.2	43.3	
	23.88	1027.5	44.3	
	25.04	1104.2	45.3	
	26.25	1185.5	46.3	
	27.51	1271.7	47.3	
	28.81	1363.2	48.3	
	30.17	1460.1	49.3	
	31.58	1562.9	50.3	
	33.04	1671.8	51.3	
	34.56	1787.2	52.3	
	36.14	1909.5	53.3	
6L	36.29	1921.6	53.4	
	37.93	2051.2	54.4	
	38.95	2132.9	55.0	

**REQUIRED TCAPE INFORMATION**

**TCAPE Factors For Vehicle**

Selected Rear Axle Gear Ratio(s):	6.14
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT2):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	110
Weight on Drive Axle (LBF):	46000
Acceleration Vehicle Spd (MPH):	55.0
Ambient Temperature (F):	70.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL WIDEBASE
TIRE, REAR	8 - RADIAL NORMAL

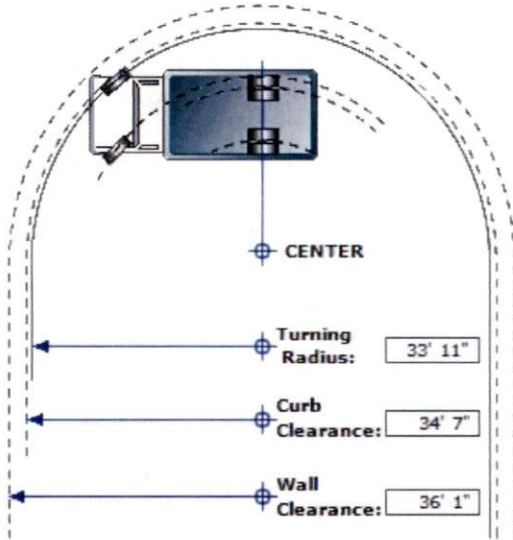
**Components**

0001AND	AXLE CONFIGURATION {Navistar} 6x4
0002ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
0012EZB	ENGINE, DIESEL {Cummins L9 380} EPA 2024, 380HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 380 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013BEK	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
0014HRE	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07382135444	TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
07752665441	TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position

**TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.**

**NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**





Series: HV  
 Model: HV607  
 Description: HV607 SBA  
 Model Year: 2025

**Calculation Factors**

Wheelbase: 217  
 Front Axle: 0002ARY  
 Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity  
 Front Wheel: 0027DUN  
 Description: WHEELS, FRONT, {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"  
 Front Tire: 07752665441  
 Description: TIRES, 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position  
 Steering Gear: 0005PTB  
 Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

**Turning Radius Statistics**

General Information

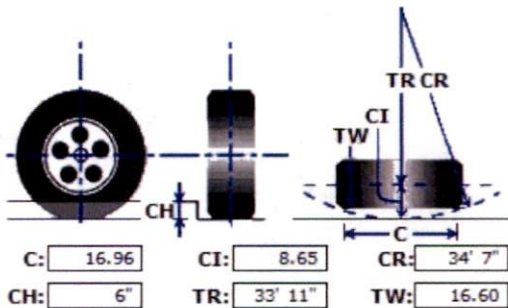
Inside Turn Angle: 39 Degrees  
 Radial Overhang: 26

Axle Information

KingPin Inclination: 6.25 Degrees  
 KingPin Center: 71

**Turning Radius - Curb View**

C - Curb Contact Length: 16.96  
 CI - Curb Clearance Increment: 8.65  
 CR - Curb Clearance Radius: 34'7"  
 CH - Curb Height: 6"  
 TR - Turning Radius: 33'11"  
 TW - Tire Width: 16.60



\* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

CLASS Definition	MODEL CODE	MODEL YEAR	VEHICLE DESCRIPTION	PRICE Does not include privilege/use tax or CAT	Per Mile DELIVERY outside 60 Mile Radius
Class 4, 14,001 - 16,000 GVWR Medium-duty	CV 515	2021	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 16,000#-23,500#. AVAILABLE IN REGULAR AND CREW CAB CONFIGURATIONS	\$47,269.00	\$2.50
Class 5, 16,001 - 19,500 GVWR Medium-duty	CV515	2021	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 16,000#-23,500#. AVAILABLE IN REGULAR AND CREW CAB CONFIGURATIONS	\$47,269.00	\$2.50
	MV607	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 16,000#-23,500#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS	\$56,883.00	\$2.50
	MV607 LP	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 16,000#-23,500#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS	\$57,907.00	\$2.50
Class 6, 19,501 - 26,000 GVWR Light-heavy Duty	MV607	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 19,501#-26,000#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS. AVAILABLE	\$58,558.00	\$2.50
	MV607 LP	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 19,501#-26,000#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS. AVAILABLE	\$57,907.00	\$2.50
Class 7, 26,001 - 33,000 GVWR Heavy Duty	MV607	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 26,001#-33,000#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS	\$59,410.00	\$2.50
	MV607 LP	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 26,001#-33,000#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS	\$58,647.00	\$2.50
	HV507-SET FORWARD AXLE	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 26,001#-33,000#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS 6.7L OR L9 CUMMINS, AVAILABLE AS STRAIGHT TRUCK OR TRACTOR	\$58,901.00	\$2.50
	HV607-SET BACK AXLE	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 26,001#-33,000#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS 6.7L OR L9 CUMMINS, AVAILABLE AS STRAIGHT TRUCK OR TRACTOR	\$58,901.00	\$2.50
Class 8, 33,001 GVWR-and above Heavy Duty	HV507 SET FORWARD	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 33,001#. AND ABOVE HD. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS 6.7L & 9L CUMMINS, AVAILABLE AS STRAIGHT TRUCK OR TRACTOR	\$58,901.00	\$2.50
	4X2		AVAILABLE IN SINGLE OR TANDEM REAR AXLE-SEE OPTIONS		

	MV607	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 33,001# AND ABOVE AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS	\$58,101.00	\$2.50
			6..7L & 9L CUMMINS, AVAILABLE AS STRAIGHT TRUCK OR TRACTOR		
			AVAILABLE IN SINGLE OR TANDEM REAR AXLE-SEE OPTIONS		
	HV607 SET BACK	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 33,001#. AND ABOVE HD. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS	\$58,901.00	\$2.50
	4X2		6..7L & 9L CUMMINS, AVAILABLE AS STRAIGHT TRUCK OR TRACTOR		
			AVAILABLE WITH SINGLE AND TANDEM REAR AXLES-SEE OPTIONS		

	HV513 SET FORWARD	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 33,001#. AND ABOVE HD. AVAILABLE IN REGULAR, AND EXTENDED CABS	\$84,683.00	\$2.50
	4X2		12.4L INTERNATIONAL A26 ENGINE AVAILABLE		
			AVAILABLE WITH SINGLE AND TANDEM REAR AXLES-SEE OPTIONS		
			AVAILABLE AS A STRAIGHT TRUCK OR TRACTOR		

	HV613 SET BACK 4X2	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 33,001#. AND ABOVE HD. AVAILABLE IN REGULAR, AND EXTENDED CABS	\$84,424.00	\$2.50
			12.4L INTERNATIONAL A26 ENGINE AVAILABLE		
			AVAILABLE WITH SINGLE AND TANDEM REAR AXLES-SEE OPTIONS		
			AVAILABLE AS A STRAIGHT TRUCK OR TRACTOR		

	HX520 SET FARWARD		DUAL REAR WHEEL HEAVY VOCATIONAL CHASSIS-TANDEM AXLE	\$103,137.00	\$2.50
	6X4		AVAILABLE WITH A26 13L & 15L CUMMINS X15 ENGINES		
			AVAILABLE AS A STRAIGHT TRUCK OR TRACTOR		

	HX620 SET BACK	2022	DUAL REAR WHEEL HEAVY VOCATIONAL CHASSIS-TANDEM AXLE	\$98,239.00	\$2.50
	6X4		AVAILABLE WITH A26 13L & 15L CUMMINS X15 ENGINES		

	RH613 4X2	2022	DAY CAB TRACTOR WITH 5TH WHEEL	\$92,255.00	\$2.50
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			AVAILABLE WITH SINGLE AND TANDEM AXLES, ALSO SLEEPERS		
			12.4L A26 ENGINE AVAILABLE-SEE OPTIONS		

	LT625 4X2	2022	DAY CAB TRACTOR WITH 5TH WHEEL	\$95,135.00	\$2.50
			AVAILABLE WITH SINGLE AND TANDEM AXLES, ALSO SLEEPERS		
			12.4L A26 , AND CUMMINS X15 ENGINES AVAILABLE-SEE OPTIONS		



December 20, 2023

Aaron Reinhart  
Crook County Landfill  
541-771-5713 Cell

RE: OMCO 4,000 gallon mild steel elliptical tanker for Crook County Landfill.

Aaron,

OMCO will construct and install on customer furnished and prepared chassis one (1) each mild steel, 4,000 gallon tanker system for **\$ 110,000.<sup>00</sup>** dealer net, FOB Prineville, OR.

Time to build: 150 - 180 days after chassis is delivered to OMCO in Prineville, OR

This price to include the following items:

- 4,000 gallon mild steel true elliptical tank with an OMCO "XHD suspension". A 6" x 4" self-priming water pump powered by a clutch shift PTO mounted to the chassis transmission.
- Two (2) each front spray heads independently controlled from inside the cab by electric over air switches and globe style air/spring operated valves.
- Two (2) each rear spray heads independently controlled from inside the cab by electric over air switches and globe style air/spring operated valves.
- One (1) electric rewind hose reel with 60' of 1 1/2" hose and brass stream/fog nozzle.
- One (1) side spray head with on/off and remote controlled vertical move controlled from cab
- 6" gravity bar at rear with air actuated valve controlled from cab.
- Rear hydrant fill.
- 2 1/2" discharge valve.
- Self-loading system.
- Top of tank Monitor system controlled from inside cab.
- Outside of tank painted same color as cab, inside coated with 2 part epoxy (approved for potable water)

Thank you

Mark Jamison

OCHOCO MANUFACTURING CORPORATION  
PHONE 541-447-5502 • FAX 541-447-6987  
E-MAIL [omco@crestviewcable.com](mailto:omco@crestviewcable.com)  
PLANT LOCATION • 2668 NE THIRD ST • PRINEVILLE, OR 97754  
MAILING ADDRESS • PO BOX 66 • PRINEVILLE, OR 97754





## WARRANTY

OCHOCO MANUFACTURING CORPORATION (OMCO) WARRANTS EQUIPMENT, OF ITS MANUFACTURE, TO BE FREE FROM DEFECT IN MATERIAL FOR A PERIOD OF TWO YEARS (24 MONTHS), AND WARRANTS EQUIPMENT OF ITS MANUFACTURE TO BE FREE FROM DEFECTS IN WORKMANSHIP FOR A PERIOD OF ONE YEAR (12 MONTHS) FROM DATE OF SHIPMENT. OMCO WATER TANKS COVERED BY WARRANTY FOR PERIOD OF 5 YEARS (60 MONTHS), **NOTE: THIS EXTENDED WARRANTY (24 MONTHS STANDARD) IS APPLICABLE WHEN A XHD 3 POINT MOUNTING SUSPENSION IS USED.** PROVIDED THAT THE TANKS HAVE NOT BEEN DAMAGED AND PROVIDED THAT THE INTERIOR PAINT IS MAINTAINED AS REQUIRED IN THE OMCO INSTRUCTIONS.

THERE IS **NO** SPECIFIC WARRANTY ON ELECTRICAL COMPONENTS AND/OR WIRING ASSEMBLIES. EACH CLAIM WILL BE INDIVIDUALLY EVALUATED.

EQUIPMENT MUST HAVE BEEN OPERATED AND MAINTAINED IN ACCORDANCE WITH OMCO INSTRUCTIONS FOR THE USE AND SERVICE FOR WHICH IT WAS DESIGNED.

OCHOCO MANUFACTURING CORPORATION'S OBLIGATION IS LIMITED TO REPAIR OF THE EQUIPMENT, OR REPLACEMENT OF DEFECTIVE PARTS, AT THE OMCO FACTORY OR BY AN AUTHORIZED DEALER/SERVICE REPRESENTATIVE, AT THE OPTION OF OMCO. **TRANSPORTATION OF EQUIPMENT TO THE OMCO FACTORY OR DEALER'S SHOP AND RETURN MUST BE FURNISHED BY THE OWNER.** GOODS AND/OR EQUIPMENT MAY NOT BE RETURNED TO THE FACTORY **WITHOUT PRIOR WRITTEN AUTHORIZATION.**

EQUIPMENT COMPONENTS AND ACCESSORIES INCLUDING ELECTRICAL COMPONENT AND ACCESSORIES INCLUDING ELECTRICAL COMPONENTS NOT MANUFACTURED BY OMCO ARE WARRANTED ONLY TO THE EXTENT OF THE WARRANTY OF THE MANUFACTURER OF SUCH EQUIPMENT. OCHOCO MANUFACTURING CORPORATION SHALL **NOT BE LIABLE** FOR REPAIR, OR REPLACEMENT OF PARTS, PERFORMED **BY OTHERS** WITHOUT PRIOR WRITTEN APPROVAL.

NOTICE MUST BE GIVEN, TO OMCO OR AN AUTHORIZED OMCO DEALER, WITHIN SEVEN (7) DAYS AFTER THE DEFECT IS FOUND.

NO OTHER WARRANTY, WRITTEN, ORAL, ASSUMED, OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IS AUTHORIZED WITH RESPECT TO OMCO EQUIPMENT.

IN NO EVENT SHALL OMCO BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

DUE TO THE WIDELY VARYING CONDITION UNDER WHICH OMCO PRODUCTS ARE USED OR OPERATED, OMCO OFFERS NO WARRANTY, EXPRESSED OR IMPLIED, AS TO LENGTH OF SERVICE LIFE OF EQUIPMENT OR PARTS.

## Aaron Reinhart

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**From:** Cory Owens <Cory.Owens@kleinproducts.com>  
**Sent:** Thursday, December 14, 2023 2:27 PM  
**To:** Aaron Reinhart  
**Subject:** Klein K400Q Quote 19715  
**Attachments:** Crook County Landfill K400Q Complete Install Quote 19715 Dec. 2023.pdf; K400 International HV607.pdf; Quality Assurances (email).pdf; Trap Tank (email).pdf

Good Afternoon Aaron,

Thank you for the opportunity to quote you our Klein K400 tank to be installed and tested on your provided International HV chassis.

Attached is your quote to include the options we discussed. After understanding the application for this truck, I did upgrade the tank to our Quarry Spec. tank. This will provide more and upgraded internal baffles, tubular subframe, and our HD intersecting Off Road tank mounts.

I also attached some additional collateral material for your review.

I will make myself available to answer any questions you may have.

Thank you,

**Cory Owens** | Sales Manager | Klein Products, Inc. | 903.589.4546

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[CAUTION:This email originated from outside of the organization. DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe]



Aaron Reinhart  
 Crook County Landfill  
 300 N. 3rd St.  
 Prineville, OR 97754

Date: December 14, 2023  
 Quote Number: 19715  
 Phone: 541-771-5713  
 Email: aaron.reinhart@crookcountyor.gov

Thank you for your inquiry, we are pleased to quote the following:

1 Each. K-400Q 4,000 U.S gallon (approx.) capacity Klein Quarry Spec. tank completely installed and tested on customer supplied tandem axle cab and chassis as follows:

Note: Payload capacities quoted are APPROXIMATE and subject to perfected weight distribution and available GVWR of intended chassis. Cab & chassis provided shall have appropriate WB/CA dimensions and front/rear axle GVWR for intended body with expected payload. Exact payload capacity is subject to appropriate GVWR of chassis provided.

**CAB AND CHASSIS MINIMUM RECOMMENDED SPECIFICATIONS:**

Year/Make	_____	WB (Wheelbase	_____
Model	_____	measurement)	Subject to weight distribution
Transmission	Quoted for manual shift	CT (cab to trunion)	_____
Front axle rating	Minimum 16K	measurement	Subject to weight distribution
Rear axle rating	Minimum 40K	AF (After Frame)	_____
Brakes (air or hyd)	_____	Measurement	_____
Exhaust location	Provide clear CT	Max governed engine	_____
		RPM	_____

Note: Above information must be confirmed and determined appropriate for tank body intended prior to start of fabrication.

**STANDARD EQUIPMENT INCLUDED IN BASIC TANK PRICE:**

- \* Low profile, **Patented "Trapezoid" tank** design constructed of heavy gauge prime steel.
- \* Flanged tank heads for superior tank construction and durability.
- \* (PFC) Precision flow control baffling and load stabilization system.
- \* Minimum two (2) flanged transverse and one (1) flanged longitudinal baffle.
- \* Pipe tank stiffener connects baffles, tank heads and skins for added strength.
- \* Heavy duty tank subframe pan contains water payload, reducing center of gravity.
- \* Front and rear outriggers and subframe pan cross members for added strength.
- \* Double plated tank bottom at sub-frame tank skin intersection.
- \* Rear access ladder, heavy duty design with non-slip rungs.
- \* 30" round man hole with galvanized drop in safety screen.
- \* Tank skins and tank heads welded 100% inside and outside of tank assembly.
- \* 2" tank drain with plug.
- \* Exterior of tank assembly prepped, cleaned and painted one color.
- \* 2 1/2" hydrant fill line with legal air gap w/ male cam lock.
- \* Fenders, tank integrated type, flanged, formed and welded 100%. Mud flaps included.
- \* L.E.D. light group: marker, stop, turn and I.D wire loom included. Recessed mounted in rubber grommets.
- \* Flexible, heavy duty mounting hardware includes springs, GD. 8 hardware, brackets and 1" x 3" 80 duro body mount cushion.
- \* Bumper, Klein model XD, bolt on design, stinger-type w/ storage area and hinged lid. Includes tail light steel mounting enclosures.
- \* Under carriage (car catcher) mandatory for road trucks.

**NOTE: Unit is Patented Trapezoid Tank Design for maximum stability.**



Date: December 14, 2023

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Quote No: 19715

**PUMP SYSTEM FEATURES INCLUDE:**

- \* Klein KP3FL 900 GPM, 70 PSI max. capacity centrifugal pump. Includes mechanical shaft seal, stress proof shaft and removable suction head.
- \* P.T.O. driven from transmission mounted P.T.O. P.T.O. shall be Chelsea or Muncie brand, air shift, geared to appropriate speed for Truck/PTO/Pump combination. 1310 series driveline included. Net price quoted is based on manual transmission application.
- \* Suction manifold includes anti-vortex cross and trash screen. Installed with flexible or Dresser-type coupling ensuring easy pump maintenance.
- \* Pressure manifold installed using flexible or Dresser type coupling ensuring easy pump maintenance.

**DISCHARGE SPRAY FEATURES INCLUDE:**

- \* Front spray bar shall include two (2) adjustable fan type spray heads with individual cab controls.
- \* Rear spray bar shall include two (2) adjustable fan type spray heads with individual cab controls.
- \* Driver side spray with Klein jet spray head and individual cab control.
- \* Control station console pedestal mounted in cab.
- \* Pressure outlet group: 1 - 1 1/2" & 1 - 3/4" 1/4 turn ball valves installed on rear spray bar.

<b>NET PRICE</b>	<b>\$ 70,995.39</b>
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<b>F.E.T. (12% OF APPLICABLE VALUE)</b>	<b>\$ 5,046.02</b>
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Tax, license and registration is not included in net price. Final F.E.T. calculated when all options selected.

**OPTIONS PRICED SEPARATELY:**
**NET PRICE:**

1) Automatic Transmission Application, PTO Equipment. Upcharge.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Included
2) Quarry specification tank equipment. Added PFC baffling, HD subframe, HD off road flex mounts 3 per side, 6 total.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Included
3) Klein pump upgrade to KP4FL 1000-1200 GPM.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$	975.00
4) Klein pump upgrade to KP3H hydraulic driven system.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$	3,351.00
5) Klein Pump upgrade to KP4H hydraulic driven system.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$	4,326.00
6) Klein pump circuit upgrade to "SmartSpray <sup>®</sup> " circuit to hydraulic pump options.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$	8,450.59
7) Smart Control <sup>®</sup> Digital graphical operator interface. Can Bus technology. Cab control module.	<input type="checkbox"/> Yes	<input type="checkbox"/> No		P.O.R.
8) Suction Loading PKG A (suitable for KP3 series pumps) w/manual prime pump & hoses (2) 10' sections of hose w/ tank mounted tube carriers. (PKG C suitable for KP4 series, priced upon request)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$	1,596.62
9) Suction Loading Option 9: Doors to enclose (2) storage tubes.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$	477.61
10) Additional side spray with in-cab controls.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Included
11) Remote control elevation for side jet sprays. Price per each.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Included
12) Front spray bar (2) sprays with in-cab controls.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Included
13) Gravity bar or gravity splash plate with in cab controls.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$	1,578.95
14) Hose reel with 50' x 1 1/2" hose and nozzle, manual rewind.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$	(933.31)
15) Hose reel with 50' x 1 1/2" hose and nozzle, electric rewind.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Included
16) Hose reel remote control. Pump RPM and PTO on/off at HR location. *Requires RC provisions from chassis.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$	861.11
17) Turret monitor, Model KPRO-A. Tank mounted electric over air operated remote controlled water cannon with in-cab controls. Straight stream nozzle.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$	(1,677.96)



Date: December 14, 2023

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Quote No: 19715

**OPTIONS PRICED SEPARATELY (CONT'D):**

18) Turret monitor, Model K-Electric. Tank mounted straight electric operated, remote controlled water cannon with in-cab controls. Remote nozzle.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Included
19) Turret monitor, Model KEXM. Tank mounted straight electric operated, remote controlled water cannon, programmable with in-cab controls. Remote nozzle.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 987.04
20) Interior coated with KPC Coat. Epoxy Coating.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$ (3,119.50)
21) Interior coated with KleinFlex. Elastomeric polyurethane.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Included
22) Sight glasses, front and rear.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Included
23) Low point drains on all plumbing and pump for cold weather.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Included
24) "KleinView" Safety operations rear view camera includes in-cab display screen. Allows operator clear safe view while backing.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 1,082.39
25) Rotating Amber Light w/ guard. In cab switch. Price per pair.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 452.28
26) TRAM Fall Protection system to facilitate safe tank top access.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	\$ 8,250.00

**NOTE: When option 26 is selected and installed at Klein Factory, properly used and properly maintained TRAM assumes Fall Liability for unit.**

**\* Other options available. Consult factory for details.**

NOTE: Chassis delivered to Klein Products for installation must be in sound operating condition. Any additional labor required to facilitate movement and testing at our facility due to chassis deficiencies will be billed accordingly on change orders and final invoice.

**F.O.B.** Ontario, CA  
**Discount:** Net as shown.  
**Terms:** P.O. for deposit, balance due in full upon completion of article at Klein factory.  
**Quote Validity:** 0 days. ALL pricing subject to confirmation at time of order.  
**Delivery:** Q3 2024. Subject to confirmation at time of order.  
 Note: Average time of installation completion from receipt of chassis is 45-60 days.

Sincerely,  
 Cory Owens  
 Sales Manager  
**KLEIN PRODUCTS, INC.**

The undersigned accepts the terms of the quoted items above including the additional terms and conditions, form 2765, which are made a part hereof. The undersigned represents and warrants that the undersigned is the duly authorized representative of the Company and has full legal authority to enter into a contract with Klein Products, Inc. The undersigned also authorizes Klein Products, Inc. to invoice Company for the deposit (due within 72 hours) and begin the necessary process to fabricate this product per the quotation. Finally, the undersigned understands the signing of this quote, and terms and conditions, constitutes an offer to Klein Products, Inc., and only at such time as Klein Products also signs below will this quote and terms and conditions constitute a binding contract.

Signed: _____	PO Number: _____
Name: <u>Aaron Reinhart</u>	Date: _____
Crook County Landfill	
This space intentionally left blank	Agreed to by Klein Products, Inc. By: _____ Date: _____ Authorized Representative

Hwy. 79 Jacksonville, TX 75766 Phone (903) 589-4546 Fax (903) 589-4545



Deluxe Installed Proposal  
**Smith Equipment & Welding**  
P.O. Box 625~13800 NE Allen Creek Road  
Prineville, Oregon 97754  
800-777-2342~FAX 541-447-2810

<b>To:</b> <b>Crook County Landfill</b>	<b>Phone:</b>	<b>Date: 8/8/2023</b>
	<b>Cell: (541)771-5713</b>	<b>Fax:</b>
	<b>Email: aaron.reinhart@crookcountyor.gov</b>	
<b>Contact: Aaron</b>		

*We hereby submit specifications and estimates for:*

Install New Approximate 4000 gal. 16 ft Smith Water tank system, 1,000 g.p.m. Smithco pump, Hot Shift PTO & Driveline, Pump Bracket & Plumbing Kit, Interior epoxy primer coated, 7 spray systems: (2) front sprays, (2) rear sprays, (2) actuating side sprays, top spray, (2) 1 ½" Ball valve outlet & (1) 2 ½" Ball Valve outlet, Self-loading w/ hose & storage, 1 ½" Hose reel with hose and spray nozzle, 4" Betts Valve at rear of tank, Back up work lights, Frame steam cleaned & painted chassis black, Combo push block toolbox, Cab controls console, DOT lighting, Fender Kit, Mud flaps, Tank painted white

**Notes:**

We propose to furnish material and labor-complete in accordance with the above specifications, for the sum of: Forty-Three Thousand, Four Hundred, Fifty-One and no/100 (\$43,451.00)

*We Do NOT guarantee weight of truck once complete. Payment to be made as follows: 20 % Down. Net Due Upon Completion, a 5% fee of unpaid Balance will be added each month after 30 days from completion date until balance is paid.*

*\*All material is guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.*

Authorized by: \_\_\_\_\_  
(Sew Manager)

**Note:** This proposal may be withdrawn by us at any time. If not accepted by you within 30 days this proposal may be withdrawn and could be subjected to a price change. Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

Accepted by: \_\_\_\_\_  
(Purchase)

## AGENDA ITEM REQUEST



**Date:**

April 5, 2024

**Meeting date desired:**

5/10/2024 Work session

**Subject:**

Livestock Pen Purchase approval

**Background and policy implications:**

New Livestock Pens to replace end of life equipment. Recommend Wilco. Same Pens Purchased by FFA (2023) and can be setup together.

**Budget/fiscal impacts:**

Payed for by \$2M grant money. Three Quotes

**Requested by:**

Casey Daly

**Presenters:**

Casey Daly- Fairgrounds

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

N?A

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

N/A



# TITAN TOUGH

From sheep to poultry, domestic pigs to calves. Our pens are designed to keep your livestock contained and safe from predators.

- ✓ **25 – Year Rust Free Warranty**
- ✓ **Commercial Grade / Portable**
- ✓ **Maintenance Free**
- ✓ **Non – Climb**
- ✓ **Financing Available – Call for Details**
- ✓ **Fast Shipping**



## Titan Livestock Equipment

6x6 Sheep/Swine with Bow Gate

42" High Pen \$51 Linear Foot (18 Feet)

Includes Shipping \$918

Bow Gate \$181 Includes Shipping

\$1099 x 40 pens

Total with Shipping

\$43,960.00



**With our “can do” attitude, if you can dream of it we can build it.**

Are you looking for some sheep and swine fencing for your next event? Maybe you're looking for fencing for commercial or private use. No matter what you'll be using the fencing for, you will be comforted to know that it is backed by our 25 year rust-free warranty.





## What makes our confinement fencing better than others?

- **Alley Panel:** An Alley Panel has one Alley End Bracket on each end.
- **Division Panel:** A Division Panel has a Division End Bracket on one and an Alley End Bracket on the other.

# Portable Sheep, Swine and Goat Pens



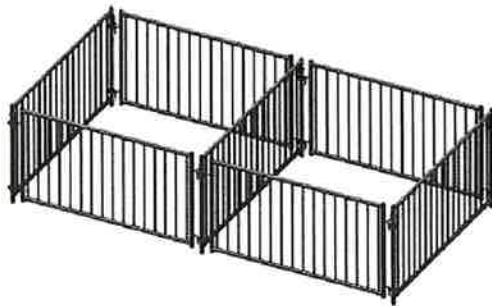
Hot Dip Galvanized after Fabrication

## Specifications

- Portable, temporary and sheep bow door
- Interconnecting (no posts needed)
- Fronts and back hook to dividers
- Easy set-up
- Multi configurations
- Hot dip galvanized
- 25 year rust-free warranty
- We ship NATIONWIDE
- Competitive shipping rates or you can pick up at one of our 2 locations: Apple Valley, CA Page 120  
Hamilton, MT



**4'x4' Standard Sheep / Swine Pen**



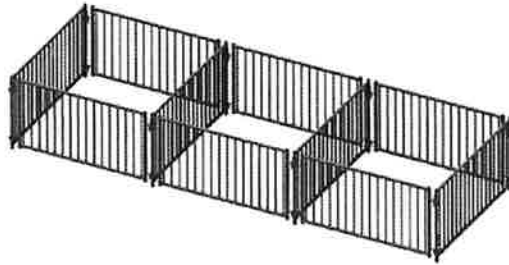
**Side-by-Side Standard Pens**

**6'x6' Sheep / Swine Pen with Bow Gate**





**Side-by-Side Pens with Bow Gates  
Configuration Examples**



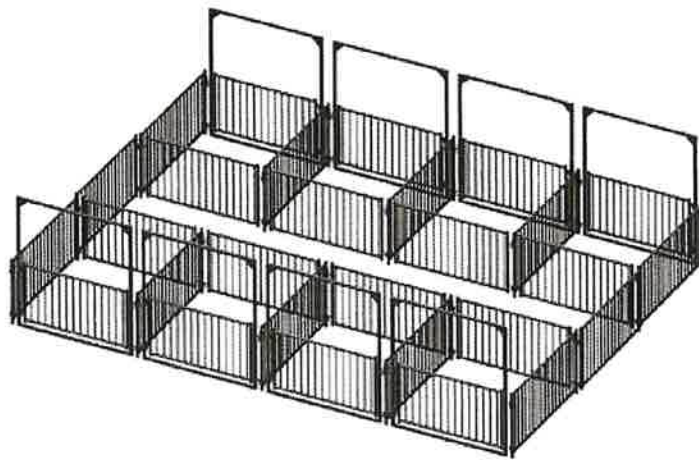
**(3) 6'x6' Pens**



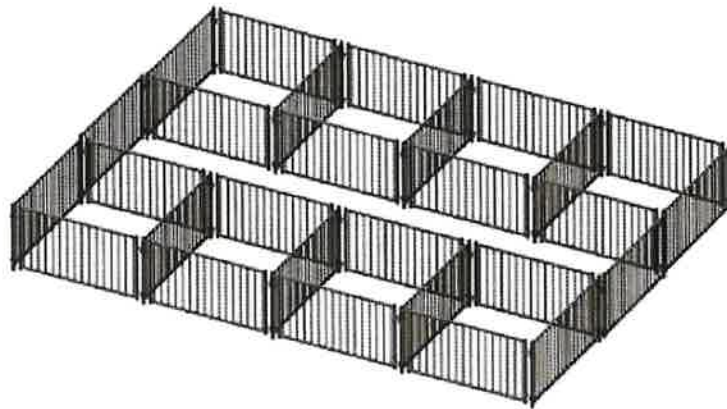
**Divider Panel**



**Safety Latch**



**6'x6' Bow Gate Pen Configuration**



**6'x6' Standard Pen Configuration**

## Available Heights

38" | 42" | 48" (Custom heights also available)

## Available Lengths

4' | 5' | 6' | 8' | 10' | 12' (Custom lengths also available)

## Production Time

12-16 weeks (for custom sizes)

**Custom Pricing**

38" Pen: \$40/Ft.\*

42" Pen: \$45/Ft.\*

48" Pen: \$50/Ft.\*

**Bow Gate Frame \$175/Gate.\***

*\*Plus freight (Avg. \$6/Ft.)*





5'x5'x38": \$525 (plus shipping)

6'x6'x42": \$595 (plus shipping)



WW Livestock Systems  
 Kirby Minor - Special Sales  
 620-885-4115 Office  
 580-819-2864 Cell



**Crook County Fairgrounds  
 Prineville, Or**

**40 - 6x6 H&S Pens  
 41" Tall - 3" SPACING**

	QTY	PART #	DISCRIPTION	COST	TOTAL
	52		H&S 6' VR P-C	\$235.00	\$12,220.00
	8		H&S 12' VR P-C	\$435.00	\$3,480.00
	40		H&S 6' GIF VR P-P	\$325.00	\$13,000.00
	4	5-215	H&S STARTER POST	\$45.00	\$180.00
					<u>\$ 28,880.00</u>
				DISC 25%	<u>\$ 7,220.00</u>
					<u>\$ 21,660.00</u>
			MATERIAL SURCHARGE 50%		<u>\$ 10,830.00</u>
					<u>\$ 32,490.00</u>
				FRT	<u>\$ 4,800.00</u>
				TOTAL	<u>\$ 37,290.00</u>



WILCO FARM STORE - PRINEVILLE  
154 NE SAINT CHARLES WAY

PRINEVILLE, OR 97754  
PHONE: (541) 447-1718

THANK YOU FOR SHOPPING WILCO.

CROOK COUNTY FAIRGROUNDS  
  
PO BOX 507  
PRINEVILLE OR 97754  
(541) 447-6575

CUST#: 735243  
TERMS: NET 15TH

DOC #: 666248/b  
DATE : 4/ 5/24 TIME : 8:01  
CLERK: KPH TERM#305

TAX : 001 OREGON STATE TAX

EXP. DATE: 5/ 3/24

EST.#: 666248

\*\*\*\*\*  
\* ESTIMATE \*  
\*\*\*\*\*

LN#	QTY	UM	SKU	DESCRIPTION	UNITS	SUGG	PRICE/PER	EXTENSION
1	40	EA	1383408	FAIR PANEL W/GATE 41"x6'	40	399.00	275.00 /EA	11,000.00
2				MFG#1383408				
3	64	EA	1383410	FAIR PANEL 41"x 6'	64	299.00	200.00 /EA	12,800.00

TAXABLE 0.00  
NON-TAXABLE 23800.00  
SUBTOTAL 23800.00

\*\* ESTIMATE \*\* ESTIMATE \*\* ESTIMATE \*\* ESTIMATE \*\*

TAX AMOUNT 0.00  
TOTAL AMOUNT 23800.00

X

Received By

## AGENDA ITEM REQUEST



**Date:** 4/02/2024

**Meeting date desired:** 4/10/2024

**Subject:** *Oregon Dept. of Forestry IGA for leasing ramp space at airport for Fire season.*

**Background and policy implications:**

The airport has hosted the Oregon department of forestry single engine air tankers for seasonal fire protection for a number of years. This agreement is the typical and lasts for 5 to 6 months.

**Budget/fiscal impacts:**

*The Airport receives \$1400.00 per month / total of approx.. \$8400.00 for the season.*

**Requested by:**

*Kelly Coffelt Airport Manager.*

**Presenters:**

*Kelly Coffelt – Airport Manager*

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

*Legal reviewed the document..*



## Oregon Department of Forestry INTERGOVERNMENTAL AGREEMENT

This agreement is between the **STATE of OREGON**, acting by and through its **DEPARTMENT OF FORESTRY**, hereafter called **Agency**, and **Crook County**, a political subdivision of the **State of Oregon**, hereafter called **County**.

**Administrators of this agreement are:**

<b>County</b>	<b>Agency</b>
Administrator: Kelly Coffelt Title: Airport Manager Organization: Prineville/Crook County Airport Address: 4585 SW Airport Road Prineville, OR 97754  Phone: 541-416-0805 Fax: 541-416-0809 Email: kcoffelt@cityofprineville.com Federal ID #:	Administrator: Neal Laugle Title: State Aviation Manager State of Oregon, Oregon Department of Forestry Address: 2600 State Street Salem, OR 97310  Phone: 503-945-7508 Fax: 503-945-7430 Email: Neal.d.laugle@oregon.gov

**RECITALS**

By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 526.046, Agency may enter into cooperative agreements with counties, cities, and units of local government.

**1. AUTHORITY**

This Agreement is authorized by ORS 190.110.

**2. PURPOSE**

*The Prineville/Crook County Airport (“Airport”) is owned by Crook County and managed by the City. ODF desires to locate two single engine air tankers, service trailer with truck, and office trailer (the “Equipment”) and conduct air tanker operations at the Airport for the 2024 fire season. “Air Tanker Operations” include mixing Firelce (water enhancing gel), loading Firelce into the air tankers, maintaining the air tankers, and conducting administrative duties.*

*County shall allow ODF to use an area of the Airport upon which to locate the Equipment and to conduct air tanker operations.*

*The parties have agreed on the terms of ODF locating its Equipment and conducting its Air Tanker Operations at the Airport and desire to memorialize such agreement.*

*ODF will locate equipment on a 14,000 square foot area at the Airport designated by County (“Ramp Area”). ODF will conduct all its Air Tanker Operations using the Ramp Area and will be authorized to Page 129*

*use other appropriate areas of the Airport for fueling, taxiing, take offs, and landing the Air Tankers. County shall also provide to the Ramp Area the following:*

- *Electricity for ODF's office trailer;*
- *Two porta-potties and wash station to be serviced on a regular schedule;*
- *Water for mixing BlazeTamer, washing aircraft, and washing the Ramp Area;*
- *Garbage service, including receptacle of a size needed and approved by ODF, together with regular removal of garbage; and*
- *The electricity and water shall be metered. At the end of this Agreement, County shall provide to ODF the beginning and ending readings for the electricity and water.*

### **3. EFFECTIVE DATE AND DURATION**

This Agreement is effective on May 15, 2024, ("Effective Date"), and terminates on October 31, 2024; or if the 2024 wildfire season extends past October 31, 2024, the date when ODF moves all the Equipment from the Airport, unless terminated earlier in accordance with Section 16.

### **4. AUTHORIZED REPRESENTATIVES**

4.1 Agency's Authorized Representative is:

Neal Laugle  
2600 State Street, Salem, OR 97310  
503-945-7508  
503-945-7430  
[Neal.d.laugle@oregon.gov](mailto:Neal.d.laugle@oregon.gov)  
Billing/Invoice contact: [SeverityFinance@odf.oregon.gov](mailto:SeverityFinance@odf.oregon.gov)

4.2 County's Authorized Representative is:

Kelly Coffelt  
4585 SW Airport Road, Prineville, OR 97754  
541-416-0805  
[kcoffelt@cityofprineville.com](mailto:kcoffelt@cityofprineville.com)

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

### **5. RESPONSIBILITIES OF EACH PARTY**

5.1 County shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay County as described in Section 6.

### **6. COMPENSATION AND PAYMENT TERMS**

*Agency shall pay the rate of \$1,400/month for usage and the final billing will include actual costs incurred by the County for water and electricity used by the Agency over the term of the Agreement used by ODF and their Vendors in this operation. County will also provide two porta-potties and a handwash station, to be serviced on a regular schedule. Also included is garbage service to include a receptacle of a size approved by ODF and regular removal of garbage.*

*This Agreement is effective on April 1, 2024 (“Effective Date”), and terminates on October 31, 2024; or if the 2024 wildfire season extends past October 31, 2024, the date when ODF moves all the Equipment from the Airport, unless terminated earlier in accordance with Section 16. If ODF is still present on site beyond October 31, 2024, the Agency will pay \$40 per day for each additional day ODF uses the Ramp Area After October 31, 2024.*

## **7. REPRESENTATIONS AND WARRANTIES**

County represents and warrants to Agency that:

- 7.1 County is an Airport duly organized and validly existing. County has the power and authority to enter into and perform this Agreement.
- 7.2 The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County’s charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained.
- 7.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms.
- 7.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.  
The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

## **8. GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.



**9. OWNERSHIP OF WORK PRODUCT**

9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1.1 "County Intellectual Property" means any intellectual property owned by County and developed independently from the work under this Agreement.

9.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than County or Agency.

9.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that County is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

9.2 All Work Product created by County under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Agency. Agency and County agree that all Work Product created by County under this Agreement is "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the Work Product created by County under this Agreement is not "work made for hire," County hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product created by County under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, County shall execute such further documents and instruments necessary to fully vest such rights in Agency. County forever waives any and all rights relating to Work Product created by County under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

9.3 If Work Product is County Intellectual Property, a derivative work based on County Intellectual Property or a compilation that includes County Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the County Intellectual Property and the pre-existing elements of the County Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

9.4 If Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, County shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

9.5 If state or federal law requires that Agency or County grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

**10. CONTRIBUTION**

- 10.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.
- 10.2 With respect to a Third Party Claim for which Agency is jointly liable with County (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 10.3 With respect to a Third Party Claim for which County is jointly liable with Agency (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **11. COUNTY DEFAULT**

County will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1 County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.
- 11.2 Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made.

- 11.3 County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4 A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **12. AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **13. REMEDIES**

- 13.1 In the event County is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2 In the event Agency is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency

has against County. In no event will Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 13.2, County shall promptly pay any excess to Agency.

#### **14. RECOVERY OF OVERPAYMENTS**

If payments to County under this Agreement, or any other agreement between Agency and County, exceed the amount to which County is entitled, Agency may, after notifying County in writing, withhold from payments due County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

#### **15. LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

#### **16. TERMINATION**

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to County;

16.2.2 Immediately upon written notice to County, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 County may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

PO#-##### (for agency use) Prineville/Crook County Airport

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.3.4 As otherwise expressly provided in this Agreement.

16.4 Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, County will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

## **17. INSURANCE**

See Section 10 Contributions. County

## **18. NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

## **19. AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **20. NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **21. SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof

and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **22. SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **23. COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **24. COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **25. INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **26. INTENDED BENEFICIARIES**

Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **27. FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **28. ASSIGNMENT AND SUCCESSORS IN INTEREST**

County may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.



## **29. SUBCONTRACTS**

County shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of County under this Agreement. Agency's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

## **30. TIME IS OF THE ESSENCE**

Time is of the essence in County's performance of its obligations under this Agreement.

## **31. MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **32. RECORDS MAINTENANCE AND ACCESS**

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **33. HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## **34. ADDITIONAL REQUIREMENTS**

There are no additional requirements that the County shall be required to comply with.

## **35. AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its  
Prineville  
Oregon Department of Forestry**

**Crook County**

By: Neal Laugle

By: \_\_\_\_\_

Neal Laugle  
Printed Name

\_\_\_\_\_  
Printed Name

ODF State Aviation Manager  
Title

\_\_\_\_\_  
Title

04/02/2024  
Date

\_\_\_\_\_  
Date

**EXHIBIT A  
STATEMENT OF WORK**

**Overview:** *This is a land-use agreement with Crook County for Ramp Space for two Single-Engine Air Tankers to conduct Air Tanker Operations for fire season 2024. This area includes space for a service trailer with truck and office trailer, as well as access for take-offs, landings, and taxiing.*

*Prineville/Crook County Airport is owned by Crook County, Oregon and managed by the City of Prineville. The Airport is located at 4585 SW Airport Road, Prineville, Oregon. The agreed upon area is 14,000 square feet of ramp space.*

*This agreement is necessary to provide the above listed amenities and access for an aviation contract for Two Single-Engine Air Tankers to be located at or near Prineville, Oregon for wildfire response. Prineville, Oregon provides a central location for operations of these assets.*

*Included in the Land Use Agreement is access to metered electricity and water. ODF will pay the Airport for these amenities at the end of the agreement for the metered amount consumed. County will also provide two porta-potties and a handwash station, to be serviced on a regular schedule. Also included is garbage service to include a receptacle of a size approved by ODF and regular removal of garbage.*

**Scope of Work:** *This agreement is for the forementioned Ramp Space and access to Airport facilities, such as taxiways and runways for aerial firefighting equipment. The Airport will also provide access to metered water to support all aspects of the operation, as well as metered electricity for support of operations.*

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

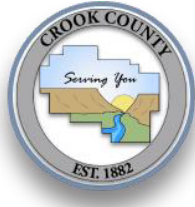
**Requested by:**

**Presenters:**

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

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

## AGENDA ITEM REQUEST



**Date:**

04/2/2024

**Meeting date desired:**

04/10/2024

**Subject:**

Text Amendment Updates

**Background and policy implications:**

The Planning Department has identified several recommended code updates. After a work session and public hearing, the Planning Commission has recommended the Board of County Commissioners adopt the code updates.

The updates include language clean-ups, implementing code provisions for Accessory Dwelling Units, and lighting standards. The proposed text amendments, if approved, will be adopted and incorporated into the County's Code. The work session is intended to provide a brief introduction to the proposed amendments, as well as a brief explanation of the process for the public hearings.

**Budget/fiscal impacts:**

None

**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 Community Development  
300 NE 3<sup>rd</sup> Street, Prineville, OR 97754  
(541)447-3211  
[plan@crookcountyor.gov](mailto:plan@crookcountyor.gov)

## Text Amendments

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## Farm Breweries

**Request:** To implement Farm Brewery Standards for Crook County.

**Background:** Senate Bill 287 from 2019.

### **Proposed Amendments:**

#### 18.16.010 Use Table

<b>3</b>	<b>Commercial Uses</b>			
3.1	Dog training classes or testing trials.	STS	Notice and Opportunity for Hearing	<a href="#">18.16.015(5)</a>
3.2	Farm stand.	STS	Notice and Opportunity for Hearing	<a href="#">18.16.015(6)</a>
3.3	Winery.	STS	Notice and Opportunity for Hearing	<a href="#">18.16.050</a>
3.4	Cider business.	STS	Notice and Opportunity for Hearing	<a href="#">18.16.050</a>
<b>3.45</b>	<b>Farm Brewery</b>	<b>STS</b>	<b>Notice and Opportunity for Hearing</b>	<b>18.16.052</b>

#### **18.16.052 Farm brewery; conditions; permissible uses; reporting.**

##### (1) Definitions:

- (a) "Agri-tourism or other commercial events" includes outdoor concerts for which admission is charged, educational, cultural, health or lifestyle events, facility rentals, celebratory gatherings and other events at which the promotion of malt beverages produced in conjunction with the farm brewery is a secondary purpose of the event.
- (b) "Brewer" means a person who makes malt beverages.
- (c) "Farm brewery" means a facility, located on or contiguous to a hop farm, used primarily for the commercial production, shipping and distribution, wholesale or retail sales, or tasting of malt beverages made with ingredients grown on the hop farm.
- (d) "Hop farm" means a tract of land planted with hops.
- (e) "Malt beverage" has the meaning given that term in ORS 471.001.
- (f) "On-site retail sale" includes the retail sale of malt beverages in person at the farm brewery site, through a club or over the Internet or telephone.

(2) A farm brewery may be established as a permitted use on land zoned for exclusive farm use under ORS 215.213 (1)(bb) and 215.283 (1)(z) or on land zoned for mixed farm and forest use if the farm brewery:

- (a) Produces less than 150,000 barrels of malt beverages annually, inclusive of malt beverages produced by the farm brewery's owners or operators at the farm brewery or elsewhere, through any entity owned or affiliated with the farm brewery;
- (b) Produces less than 15,000 barrels of malt beverages annually on the farm brewery site; and
- (c) Owns an on-site hop farm of at least 15 acres;
  - (i) Owns a contiguous hop farm of at least 15 acres;
  - (ii) Has a long-term contract for the purchase of all of the hops from at least 15 acres of a hop farm contiguous to the farm brewery; or
  - (iii) Obtains hops from a total of 15 acres from any combination of sources described in sub-subparagraph (c), (i) or (ii) of this subparagraph.
- (d) For purposes of this subsection, land planted with other ingredients used in malt beverages produced by the farm brewery counts towards the acreage minimums.

(3) In addition to any other activities authorized for a farm brewery, a farm brewery established under this section may:

- (a) Market malt beverages produced in conjunction with the farm brewery.
- (b) Conduct operations that are directly related to the sale or marketing of malt beverages produced in conjunction with the farm brewery, including:
  - (i) Malt beverage tastings in a tasting room or other location on the premises occupied by the farm brewery;
  - (ii) Malt beverage club activities;
  - (iii) Brewer luncheons and dinners;
  - (iv) Farm brewery and hop farm tours;
  - (v) Meetings or business activities with farm brewery suppliers, distributors, wholesale customers and malt beverage industry members;
  - (vi) Farm brewery staff activities;
  - (vii) Open house promotions of malt beverages produced in conjunction with the farm brewery; and
  - (viii) Similar activities conducted for the primary purpose of promoting malt beverages produced in conjunction with the farm brewery.
- (c) Market and sell items directly related to the sale or promotion of malt beverages produced in conjunction with the farm brewery, the marketing and sale of which is incidental to on-site retail sale of malt beverages, including food and beverages:
  - (i) Required to be made available in conjunction with the consumption of malt beverages on the premises by the Liquor Control Act or rules adopted under the Liquor Control Act; or
  - (ii) Served in conjunction with an activity authorized by paragraph (b), (d) or (e) of this subsection.
- (d) Subject to subsections (5) to (8) of this section, carry out agri-tourism or other commercial events on the tract occupied by the farm brewery.
- (e) Host charitable activities for which the farm brewery does not charge a facility rental fee.
- (f) Site a bed and breakfast as a home occupation on the same tract as, and in association with, the farm brewery.

(4) A farm brewery may include on-site kitchen facilities licensed by the Oregon Health Authority under ORS 624.010 to 624.121 for the preparation of food and beverages described in subsection (4)(c) of this section. Food and beverage services authorized under subsection (4)(c) of this section may not utilize menu options or meal services that cause the kitchen facilities to function as a cafe or other dining establishment open to the public.

(5) The gross income of the farm brewery from the sale of incidental items or services provided pursuant to subsection (4)(c) to (e) of this section may not exceed 25 percent of the gross income from the on-site retail sale of malt beverages produced in conjunction with the farm brewery. The gross income of a farm brewery does not include income received by third parties unaffiliated with the farm brewery.

- (a) At the request of a local government with land use jurisdiction over the site of a farm brewery, the farm brewery shall submit to the local government a written statement prepared by a certified public accountant that certifies the compliance of the farm brewery with this subsection for the previous tax year.

(6) Except as provided by subsections (8) and (9) of this section, a farm brewery may carry out agri-tourism or other commercial events described in subsection (4)(d) of this section for up to 18 days per calendar year.

(7) A local government with land use jurisdiction over the site of a farm brewery shall ensure that agri-tourism or other commercial events occurring as described in subsection (3)(d) of this section are subordinate to the production and sale of malt beverages and do not create significant adverse impacts to uses on surrounding land.

- (b) A local government may impose conditions on a license or permit issued pursuant to subsection (6) of this section as necessary to meet the requirements of paragraph (a) of this subsection.

The conditions must be related to:

- (A) The number of event attendees;
- (B) The hours of event operation;
- (C) Access and parking;
- (D) Traffic management;
- (E) Noise management; and
- (F) Sanitation and solid waste.

(8) A local government may charge a fee for processing a license or permit under subsections (6) of this section. The fee may not exceed the actual or average cost of providing the applicable licensing or permitting service.

(9) When a bed and breakfast facility is sited as a home occupation on the same tract as a farm brewery as described in subsection (3)(f) of this section:

- (a) The bed and breakfast facility may prepare and serve two meals per day to the registered guests of the bed and breakfast facility; and
- (b) The meals may be served at the bed and breakfast facility or at the farm brewery.

(10) A farm brewery operating under this section shall provide parking for all activities or uses of the tract on which the farm brewery is situated.

(11) A local government with land use jurisdiction over the site of a farm brewery shall ensure that the farm brewery complies with:

- (a) Local criteria regarding floodplains, geologic hazards, the Willamette River Greenway, solar access and airport safety;
- (b) Regulations of general applicability for the public health and safety; and
- (c) Regulations for resource protection acknowledged to comply with any statewide goal relating to open spaces, scenic and historic areas and natural resources.

(12) For the purpose of limiting demonstrated conflicts with accepted farm and forest practices on adjacent lands, a local government with land use jurisdiction over the site of a farm brewery shall:

- (A) Except as provided in paragraph (b) of this subsection, establish a setback of at least 100 feet from all property lines for the farm brewery and all public gathering places; and
- (B) Require farm breweries to provide direct road access and internal circulation for the farm brewery and all public gathering places.

(b) A local government may allow a setback of less than 100 feet by granting a farm brewery an adjustment or variance to the requirement described in paragraph (a)(A) of this subsection.

## Forest Template Dwelling

**Request:** To implement State standards for a template dwelling in Crook County.

**Background:** HB 2225 (2019)

**Proposed Amendments:**

### **18.28.015 Use standards.**

(3) A single-family “template” dwelling authorized under ORS [215.750](#) on a lot or parcel located within a forest zone if the lot or parcel is predominantly composed of soils that are:

(a) Capable of producing zero to 20 cubic feet per acre per year of wood fiber if:

(i) All or part of at least three other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and

(ii) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

(b) Capable of producing 21 to 50 cubic feet per acre per year of wood fiber if:

(i) All or part of at least seven other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and

(ii) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

(c) Capable of producing more than 50 cubic feet per acre per year of wood fiber if:

(i) All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and

(ii) At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

(d) Lots or parcels within urban growth boundaries shall not be used to satisfy eligibility requirements.

(e) A dwelling is in the 160-acre template if any part of the dwelling is in the 160-acre template.

(f) Except as provided by subsection (3)(g) of this section, if the subject tract abuts a road that existed on January 1, 1993, the measurement may be made by creating a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is to the maximum extent possible, aligned with the road.

(g) The following applies where a tract 60 acres or larger abuts a road or perennial stream:

(i) The measurement shall be made in accordance with subsection (3)(f) of this section. However, one of the three required dwellings shall be on the same side of the road or stream as the tract, and: Page 147

(A) Be located within a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is, to the maximum extent possible aligned with the road or stream; or

(B) Be within one-quarter mile from the edge of the subject tract but not outside the length of the 160-acre rectangle, and on the same side of the road or stream as the tract.

(ii) If a road crosses the tract on which the dwelling will be located, at least one of the three required dwellings shall be on the same side of the road as the proposed dwelling.

(h) A proposed “template” dwelling under this chapter is not allowed:

(i) If it is prohibited by or will not comply with the requirements of an acknowledged comprehensive plan, acknowledged land use regulations, or other provisions of law;

(ii) Unless it complies with the requirements of CCC [18.28.025](#) and [18.28.030](#);

(iii) Unless no dwellings are allowed on other lots or parcels that make up the tract and deed restrictions established under subsection (1)(c) of this section for the other lots or parcels that make up the tract are met; or

(iv) If the tract on which the dwelling will be sited includes a dwelling.

(v) The lot or parcel on which the dwelling will be sited was not lawfully established;

(vi) Any property line adjustment to the lot or parcel complied with the applicable property line adjustment provisions in ORS 92.192;

(vii) Any property line adjustment to the lot or parcel after January 1, 2019, did not have the effect of qualifying the lot or parcel for a dwelling under this section; and

(viii) If the lot or parcel on which the dwelling will be sited was part of a tract on January 1, 2019, no dwelling existed on the tract on that date, and no dwelling exists or has been approved on another lot or parcel that was part of the tract.

(i) Where other lots or parcels that make up a tract in subsection (3)(h) of this section:

(i) The applicant shall provide evidence that the covenants, conditions and restrictions form adopted as “Exhibit A” in Chapter [660](#) OAR, Division [6](#) has been recorded with the county clerk of the county or counties where the property subject to the covenants, conditions and restrictions is located.

(ii) The covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by an authorized representative of the county or counties where the property subject to the covenants, conditions and restrictions is located.

(j) Notwithstanding subsection (h)(i) of this section, if the acknowledged comprehensive plan and land use regulations of a county require that a dwelling be located in a 160-acre square or rectangle described above, a dwelling is in the 160-acre square or rectangle if any part of the dwelling is in the 160-acre square or rectangle.

## Accessory Dwelling Units

**Request:** Develop clear and objective standards for development and implementation of Accessory Dwelling Units (ADUs).

**Background:** In 2021 the Oregon Legislature passed SSB 391 allowing ADUs in rural residential zones. SB 391 was tied to SB 762 regarding wildfire risk maps. The wildfire risk maps have been delayed. In 2023 the Oregon Legislature passed SB 644, which decoupled SB 391 from SB 762, allowing counties to proceed with permitting ADUs in rural residential zones.

On October 11, 2023, staff presented a memorandum that included proposed language and additional background information. That memorandum is available on the Planning Commission's website at this link: <https://co.crook.or.us/planning-commission/page/crook-county-planning-commission-work-session-1>.

The conversation on October 11, 2023, focused on adequate access, safe evacuation, and minimum lot size requirements. Regarding adequate access, the Planning Commission discussed having the property owners self-attest that the driveway is capable of supporting gross vehicle weight of 75,000 lbs. in lieu of having an engineer confirm the driveway is constructed to sufficient standards. To ensure the driveway is adequate, staff still recommends that a licensed engineer confirm the driveway is sufficient. That said, staff understands the concern regarding cost to applicants, and will work with the new road supervisor (who starts on January 22, 2024) on developing standards that can be required and attested to by property owners.

Regarding safe evacuation and staging areas, staff recommends that the county require a five-acre minimum lot size for approval of an ADU. This will ensure that there is adequate space on the lot for the owner to develop a safe evacuation area without having to seek permission from another property owner develop a safe evacuation area. Staff will continue to work with the Fire Marshall to address safe evacuation standards.

Given the ongoing work regarding the wildfire risk map, the transportation system plan update, and the planning currently taking place for the RRM-5 zone, staff does not recommend allowing ADUs in that zone currently. Instead, staff recommends allowing ADUs initially in the zones with a more connected local transportation system and less wildfire risk. This will allow Crook County to phase in ADUs in areas that pose additional risk over time as we better understand the impact of ADUs, where wildfire risk exists in the County, and to better plan for access concerns.

### **Proposed Amendments:**

#### **18.88.010 Uses Permitted Outright.**

In the R-5 zone, the following uses and their accessory buildings and uses are permitted subject to site plan review standards of this chapter:

(1) Single-family dwellings including manufactured dwellings in compliance with CCC [18.132.010](#).

\*\*\*\*\*

9) One accessory dwelling unit, used in conjunction with a legal single-family dwelling, for properties located within the urban growth boundary of the city of Prineville subject to the standards set forth in CCC [18.124.140](#).

(10) One accessory dwelling unit in the portion of the R-5 zone west of Hwy 27 and south of Hwy 370, subject to the standards set forth in CCC [18.124.140\(2\)](#).



### **18.92.010 Uses permitted outright.**

In the R-10 zone, the following uses and their accessory buildings and uses are permitted subject to site plan review standards of this chapter:

(1) Single-family dwellings, including manufactured dwellings in compliance with CCC [18.132.010](#).

\*\*\*\*

(9) One accessory dwelling unit in the portion of the R-10 zone west of Hwy 27 and south of Hwy 370, subject to the standards set forth in CCC 18.124.140(2).

### **18.108.010 Uses permitted outright.**

In the PBR-20 zone, the following uses and their accessory buildings and uses are permitted subject to site plan review standards of this chapter:

(1) Single-family dwellings, including manufactured dwellings in compliance with CCC [18.132.010](#).

\*\*\*\*

(8) One accessory dwelling unit in the portion of the PBR-20 zone west of Hwy 27 and south of Hwy 370, subject to the standards set forth in CCC 18.124.140(2).

### **18.124.140 Accessory dwelling units.**

(1) Accessory dwelling units, as defined in CCC [18.08.010](#), where permitted by zoning within the city of Prineville's urban growth boundary, are subject to site plan review and the following standards:

(1a) A maximum of one accessory dwelling unit is allowed per legal single-family dwelling.

(2b) Floor Area. A detached accessory dwelling unit shall not exceed more than 900 square feet of habitable space.

(3c) Building Codes. The structure shall meet all requirements of the Crook County building official. A manufactured dwelling may be utilized if all other standards can be met.

(4d) Wastewater. The dwelling unit shall be serviced by either:

(a) An existing septic system that meets all applicable requirements of the Crook County sanitarian and the Oregon Department of Environmental Quality. The applicant shall submit evidence that the appropriate septic system permit has been issued; or

(b) A community/municipal sewer system, in which case, the applicant shall submit evidence that the service agency is mutually bound and able to serve the accessory dwelling unit.

(5e) Domestic Water. The applicant must demonstrate that the property can be served by an approved drinking water source.

(6f) The accessory dwelling unit shall share the same road approach as the primary dwelling on the property.

(7g) The accessory dwelling unit shall meet all setback requirements of the zone in which the property is located.

~~(8h) There shall be one additional off-street parking space for use by occupants of the accessory dwelling unit. (Ord. 313 § 5, 2019)~~

(2) Accessory dwelling units, as defined in CCC 18.08.010, where permitted by zoning within rural residential zones, are subject to site plan review and the following standards:

(a) Definitions. For the purposes of CCC 18.124.140(2), unless otherwise specifically provided, certain words, terms, and phrases are defined as follows:

(i) "Accessory dwelling unit" (ADU) means a residential structure that is used in connection with or that is auxiliary to a single-family dwelling.

(ii) "Area zoned for rural residential use" means land that is not located inside an urban growth boundary and that is subject to an acknowledged exception to a statewide land use planning goal relating to farmland or forestland and planned and zoned by the county to allow residential use as a primary use.

(iii) "Single-family dwelling" means a residential structure designated as a residence for one family and sharing no common wall with another residence of any type.

(iv) "Usable floor area" means the area included within the surrounding insulated exterior walls of a structure, exclusive of attached garages, carports, decks, stairs, porch covers, or similar appurtenances.

(v) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that has all of the following characteristics:

(aa) The occupant rents the unit for vacation purposes only, not as a principal residence;

(bb) The occupant has a principal residence other than at the unit; and

(cc) The period of authorized occupancy does not exceed 45 days.

(b) Criteria for ADUs. In rural residential zones where an ADU is a permitted use, a lot or parcel may qualify for one (1) ADU subject to site plan review and the following standards:

(i) The lot or parcel is at least five acres in size;

(ii) At least one single-family dwelling is sited on the lot or parcel. For purposes of this section, "sited" means that a single-family dwelling exists on the lot or parcel, or a single-family dwelling has been approved by the Planning Department.

(iii) The lot or parcel is not located within an urban reserve area, consistent with ORS 195.137;

(iv) The ADU complies with all applicable laws and regulations relating to sanitation and wastewater disposal and treatment.

- (v) The ADU must comply with the property development standards of the applicable rural residential zone, except that any ADU that is proposed on a lot or parcel that is adjacent to land zoned primarily for farm (EFU) or forest use (F-1), the ADU shall be setback at least 100 feet from the boundary of the adjacent property that is zoned for farm or forest use.
- (vi) A subdivision, partition or other division of the lot or parcel so that the existing single-family dwelling is situated on a different lot or parcel than the ADU may not be approved.
- (vii) Only one ADU is allowed on a qualifying lot or parcel.
- (viii) The ADU will be located no farther than 100 feet from the existing single-family dwelling, measured from a wall of the single-family dwelling to the nearest part of the usable floor area of the ADU.
- (ix) The ADU will not include more than 900 square feet of usable floor area as defined by CCC 18.124.140(2)(iv).
- (x) The existing single-family dwelling on the lot or parcel is not subject to an order declaring it a nuisance or subject to any pending action under ORS 105.550 to 105.600.
- (xi) The lot or parcel on which the ADU is located is served by a fire protection district that complies with ORS 181A.410.
- (xii) The ADU provides for the following:
- (A) Adequate access connecting an accessory dwelling unit with a fire protection service provider with professionals who have received training or certification described in ORS 181A.410. Adequate access is met by demonstrating compliance with sections (xii)(A)(aa) and (xii)(A)(bb), or (x)(A)(cc):
    - (aa) A continuous, minimum 20-foot width right(s)-of-way with unobstructed vertical clearance of not less than 13.5 feet.
    - (bb) A continuous, minimum 14-foot width driveway with unobstructed shoulders of three feet on each side, with an unobstructed vertical clearance of not less than 13.5 feet, with a minimum curve radius of 48 feet, designed and maintained to support minimum gross vehicle weight (GVW) of 75,000 lbs and composed on all-weather surface including, but not limited to, asphalt, gravel or concrete. Prior to receipt of an occupancy permit for the ADU, the applicant shall provide a letter from a licensed Oregon engineer confirming that the driveway meets the above-described standard.
    - (cc) Driveways in excess of 200 feet shall provide a 20-foot wide, 40-foot long passage (turnout) at a distance of  $\frac{1}{2}$  the driveway length or 400 feet, whichever is less.
    - (dd) Prior to submitting a land use application for an ADU, the applicant shall provide notice of its intent to construct an ADU to the applicable fire and rescue district, including the plans for access to the ADU.

(xiii) The applicant provides an evacuation plan that arranges for safe evacuation and identifies staged evacuation areas. As used in this section, “safe evacuation” means an identified route for evacuation from the ADU to the staged evacuation area. “Staged evacuation area” means a public or private location that occupants of the ADU may evacuate to.

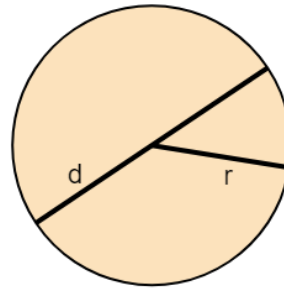
(A) The applicant must provide written authorization from the owner of the staged evacuation area that the occupants of the ADU may evacuate to that location.

(B) The staged evacuation area that the occupants of the ADU may use must be at least 1/4 acre or 10,890 square feet, in size and kept clear of all flammable materials, including natural vegetation, excluding irrigated lawns. The evacuation area shall have a minimum distance from the outer boundary of 59 feet and a minimum distance across of 118 feet, as shown below.

$$r = 58.88 \text{ ft}$$

$$d = 117.75 \text{ ft}$$

$$\text{Area} = 10,890 \text{ ft}^2$$



(B) A determination by the County that an evacuation plan meets the requirements of CCC 18.124.140(xiii) above is not a certification that the plan provides for safe evacuation and is not a certification of the safety of the identified staged evacuation areas. The County does not warrant or guarantee the effectiveness of any proposed evacuation plan and cannot be held liable in the event of property damage, injury, or death that may occur when an evacuation plan is used or followed.

(xiv) No portion of the lot or parcel is within a designated area of critical state concern as defined in Oregon Administrative Rule 660-043.

(xv) If the water supply source for the ADU or associated lands or gardens will be a well using water under ORS 537.545 (1)(b) or (d), no portion of the lot or parcel is within an area in which new or existing ground water uses under ORS 537.545 (1)(b) or (d) have been restricted by the Water Resources Commission.

(xvi) If the ADU is served by a well, the construction of the ADU shall maintain all setbacks from the well required by the Water Resources Commission or Water Resources Department.

(xvii) If the ADU will be served by a water source other than a well serving only the primary residence on the property, the applicant must provide either a letter confirming that the supplier of water “Willing and Able to Serve” the ADU.

(xviii) The applicant signs and records a restrictive covenant with Crook County Deeds and Records stating that the ADU allowed under this section will not be used for vacation occupancy.

(xix) An existing single-family dwelling and an ADU allowed under this section are considered a single unit for the purposes of calculating exemptions under ORS 537.545(1).

(xx) The accessory dwelling unit complies with the construction provisions of section R327 of the Oregon Residential Specialty Code, if:

(A) The lot or parcel is in an area identified as extreme or high wildfire risk on the statewide map of wildfire risk described in ORS 477.490; or

(B) No statewide map of wildfire risk has been adopted.

(xxi) If the lot or parcel is in an area identified on the statewide map of wildfire risk described in ORS 477.490 as within the wildland urban interface, the lot or parcel and ADU must comply with the defensible space requirements for wildfire risk reduction established by the State Fire Marshal under ORS 476.392 and any applicable local requirements for defensible space established by the local government pursuant to ORS 476.392.

## Lighting Standards

**Request:** To develop lighting standards for Crook County.

**Background:** Develop clear and objective standards for development with lighting standards.

### **Proposed Amendments:**

Chapter 18.XXX.XX **OUTDOOR LIGHTING**

Sections:

18.XXX.010 Policy and purpose.

18.XXX.020 Definitions.

18.XXX.030 Applicability.

18.XXX.040 Outdoor lighting standards.

18.XXX.050 Prohibitions.

18.XXX.060 Exemptions.

18.XXX.070 Administration and enforcement.

#### **18.XXX.010 Policy and purpose.**

The purpose of this chapter is to provide regulations for residential, commercial, and public area outdoor lighting that will:

- A. Allow outdoor lighting appropriate to the need;
- B. Prevent light from shining onto adjacent properties, rights-of-way, or the night sky;
- C. Encourage energy conservation without decreasing safety, utility, security, and productivity;
- D. Enhance the livability and nighttime enjoyment of property in Crook County by minimizing the negative impacts exterior lighting can have on surrounding persons, properties, rights-of-way, and the environment;
- E. Establish guidelines for the installation and use of outdoor lighting that is controlled in such a way that it illuminates only the subject property and avoids illumination of surrounding properties, rights-of way, or the night sky;
- F. Further define lighting classified as a public nuisance.

18.XXX.020 Definitions, also located in the definitions section.

“Fully shielded” means a light fixture which has shielding applied in such a manner that all illumination emitted by the light fixture is projected below the horizontal plane, measured from the lowest point of the lowest light-emitting component.

“Glare” means light emitted from a light fixture which enters the eye directly or by reflection, causing visual discomfort and/or reduced visibility.

“Light fixture” means any electrical equipment which has been designed to provide illumination, including, but not limited to lighting used for safety, utility, security, productivity, or decorative purposes.

“Light trespass” means light emitted from a light fixture, which falls beyond the property on which it is installed.

“New light fixture” means a light fixture installed where there was previously no light fixture.

“Outdoor lighting” means any permanent or temporary light fixture installed outside the envelope of an enclosed structure.

“Replacement light fixture” means a light fixture installed in place of an existing light fixture. This does not include replacement of light-emitting components such as lightbulbs, lamps, fluorescent tubes, LEDs, or similar components, within existing light fixtures.

“Shielding” means an opaque material applied to a light fixture which serves to direct or contain illumination.

“Sky glow” means the brightening of the night sky caused by light directed or reflected upwards.

“Temporary lighting” means light fixtures which are not permanently installed and which are used not more than 90 days in any calendar year.

“Unshielded” means a light fixture which has no shielding to direct or contain illumination.



18.XXX.030 Applicability.

Except as exempted by Section 124.XX.060, all outdoor lighting fixtures installed or replaced after the effective date of the ordinance codified in this chapter shall conform to its provisions. This chapter applies to any property lying within unincorporated Crook County and within the Urban Growth Boundary.

18.XXX.040 Outdoor lighting standards.

- A. All non-exempt light fixtures shall be fully shielded.
- B. All non-exempt light fixtures shall be installed in such a manner as to prevent light trespass.

18.XXX.050 Prohibitions.

- A. Laser Source Light. The use of laser source light or any similar high intensity light when projected beyond property lines or into the sky is prohibited.
- B. Searchlights. The operation of searchlights for purposes other than public safety or emergencies is prohibited, unless exempted by this chapter.

18.XXX.060 Exemptions.

The following light fixtures are exempt from compliance with the provisions of this chapter. These exemptions shall not prevent later adoption of standards that may address the retrofitting or removal of certain light fixtures:

- A. Outdoor light fixtures lawfully installed prior to the effective date of this chapter are exempt from all such requirements except as follows:
  - 1. A light fixture directed onto a neighboring property or right-of-way such that the glare is declared a nuisance.
  - 2. A light fixture, or fixtures, located on property that is the subject of an application for a development permit.
- B. Motion detector lights which operate automatically for periods of less than five minutes.
- C. Low-intensity ornamental lighting such as pathway lights, post-cap lights, landscape lights, and café style string lights.
- D. Any lighting used in support of search and rescue or other emergency response operations.
- E. Lighting necessary to support road work.
- F. Any lighting used in support of emergency repair, replacement, or protection of existing structures, utility facilities, or roadways, provided that any permanently installed light fixtures comply with the provisions of this chapter after the emergency has passed.
- G. Lighting necessary to support permitted water-dependent or water-related uses, quarry and mining activities, or permitted uses on land located in the Heavy Industrial Zone; however, all such lighting shall comply with the provisions of this chapter at the time of installation or replacement of a lighting fixture.
- H. Lighting associated with farming practices and agricultural use as defined in OAR 603-095-0010; however, permanent light fixtures on buildings, structures or poles associated with farm practices and agricultural use shall comply with the provisions of this chapter at the time of installation or replacement of a lighting fixture. For the purposes of this exemption, "farming practices" does not include farm stands or agri-tourism events or other commercial activities.
- I. Lighting associated with forest practices; however, permanent light fixtures on buildings, structures or poles associated with forest practices shall comply with the provisions of this chapter at installation or replacement.
- J. Airport lighting as required by state and/or federal law. All other airport lighting shall comply with the provisions of this chapter.
- K. Communication facility and/or tower lighting as required by state and/or federal law. All other communication facility lighting shall comply with the provisions of this chapter.
- L. Correctional facility lighting as required by state and/or federal law. All other correctional facility lighting shall comply with the provisions of this chapter.
- M. The following types of temporary lighting, used not more than 90 days in any calendar year:
  - 1. Temporary lighting for holiday decoration purposes.

2. Temporary lighting associated with carnivals, fairs, or other permitted special events; however, permanent light fixtures located at dedicated special event sites shall conform to the standards of this chapter.

3. Temporary lighting associated with permitted film productions.

N. Lighting for U.S. flags intended to be properly displayed at night.

O. Light fixtures used in support of private and public outdoor recreation facilities, outdoor performance areas, and other similar outdoor facilities, provided lighting is extinguished within one hour after the conclusion of the final event of the day.

P. Lighting, necessary to meet federal, state, or local historic preservation standards when such lighting cannot both serve the public need and comply with the standards of this chapter.

Q. Permitted exemptions to the requirements of this chapter for up to 30 days per calendar year.

R. Street and/or pedestrian lighting located within a right-of-way; however, all lighting shall aspire to comply with the provisions of this chapter where practicable.

S. Traffic control devices in compliance with the Manual on Uniform Traffic Control Devices.

T. Sign lighting, which is subject the standards found in Title 18, Crook County Code.

#### 18.XXX.070 Administration and enforcement.

A. Administration. For all new and existing outdoor light fixtures on property that is the subject of an application for a development permit, an applicant shall demonstrate the standards of this chapter are met.

B. Enforcement. This chapter may be enforced pursuant to Chapter 1.12 Enforcement, of the Crook County Code. Any non-exempt outdoor light fixture installed or replaced in violation of this chapter is a public nuisance and enforcement action may be taken pursuant to Chapter 1.12 Enforcement, of the Crook County Code.

C. The remedies provided in this chapter are not exclusive and shall not prevent the County from exercising any other remedy available under the law.

## Juniper Acres Purpose Statement

**Request:** Clean up purpose statement language.

**Background:** Staff brought forward a memorandum in September 2023 for the Planning Commission's recommendation for the County Court to consider. The resulting discussion was in support of amending the code to allow for building permits as outlined in the amendment below.

### **Proposed Amendments:**

#### 18.112.005 Purpose.

The purpose of this zoning district is to ameliorate the consequences of the establishment of the Juniper Acres Partitioning in 1962 by permitting a level of residential development that would not ordinarily be permitted in an exclusive farm use zone given the large number of private owners of numerous legally created parcels, and to modulate the timing of the residential development. The Crook County court had established a task force to investigate solutions to fire suppression, road construction and maintenance issues in the subdivision. These issues of public health and safety have not been addressed and the court's order stating that it is premature to issue additional building permits in the Juniper Acres subdivision remains in effect (Order 2007-80), **excepting building permits may be issued for (1) an alteration, restoration, or replacement of a lawfully established land use, (2) an accessory structures to an existing lawfully established land use, and (3) for a previously approved land use that has been determined by the County Planning Department to have been initiated (vested). Except as described above, the remaining sections of this chapter shall not apply until the court determines that building permits can be issued.**

## Approval process – Transmission tower

**Request:** Clean up approval process.

**Background:** Staff noticed a numbering discrepancy regarding the approval process and site plan submittal requirements. The resulting numbering is proposed as outlined in the amendment below.

### **Proposed Amendments:**

#### **18.124.110 Approval process – Transmission tower.**

(1) Applicability. Height Restrictions for Transmission Towers/Site Plan Review and Conditional Use.

(a) In EFU and Forest Zones. Transmission towers less than 200 feet in height or siting on a colocation facility shall be by site plan review based upon the standards contained within this section. New towers proposed to be greater than 200 feet in height shall be by conditional use, pursuant to this section. Nothing herein shall preclude any uses permitted outright under ORS 215.213(1)(d) or 215.283(1)(d).

(b) In Zones Described in Chapters 18.48, 18.52, 18.56, 18.68, 18.88, 18.92, 18.108 and 18.112 CCC. A new transmission tower less than 30 feet in height either from the existing grade or, if located on an existing building, from the base monopole, shall be by site plan review based on the standards contained within this section. Lattice towers shall not be permitted to be constructed on existing buildings. New towers proposed to be greater than 30 feet in height shall be by conditional use pursuant to this section. Colocation facilities shall be approved pursuant to CCC 18.160.050(17)(b).

(2) Conditional Use Approval. An application for a conditional use permit for a transmission tower or its equivalent in the EFU and forest zones shall comply with the applicable standards, setbacks and criteria of the base zone, any combining zone and the following requirements:

(a) Preapplication Conference. Applicant shall attend a scheduled preapplication conference prior to the submission of a land use application. An application for a transmission tower will not be deemed complete until the applicant has had a preapplication conference with the planning department staff. The planning staff shall require payment by the prospective applicant of a fee commensurate with the estimated duration of this conference.

(b) Neighborhood Meeting. Prior to submitting an application for a transmission tower, the applicant shall provide notice of and hold a meeting with interested owners of the property nearby to a potential facility location. Notice shall be in writing and shall be mailed no less than 10 days prior to the date set for the meeting to owners of record of property within a notice area of 2,000 feet of the boundary of the property on which the applicant proposes to establish a tower or monopole greater than 30 feet in height. For the purpose of this section, the property on which an applicant proposes to establish a transmission tower includes the lot of record on which the applicant will locate the facility and all contiguous lots of record held in common ownership. The applicant shall notify the owners of record of a minimum of 20 properties located within 660 feet of the affected property. If the number of owners of property notified in the notice area does not equal at least 20, the applicant shall notify the owners of record of property within the next increment of 660 feet from the initial notice area until the number of owners of property notified reaches at least 20. The applicant shall also provide a copy of this notice to the planning department.

(c) Balloon or Crane Test. After the neighborhood meeting, the applicant shall conduct a test with a balloon or a crane to provide an estimate of the ultimate height of a support structure proposed as part of the transmission tower. The applicant shall notify all persons attending the neighborhood meeting of the date, the time, and the location of the test. The applicant shall schedule the balloon test so that it can be conducted no later than two business days following the date of the neighborhood meeting or such time as is agreeable to the neighbors at the meeting, but in no event shall the balloon test occur more than 30 days following the date of the neighborhood meeting. Notice of this test shall be provided to the planning staff.

(d) The preapplication conference shall be completed prior to scheduling the neighborhood meeting or conducting the balloon/crane test.

(e3) Submittal Requirements. An application for a transmission tower in either an EFU zone or a forest zone shall include:

(a) A copy of the executed lease from the owner of the site of the property where the tower will be located;

(b) A copy of the applicant's Federal Communications Commission license. A copy of this document will not be required to be submitted if applicant is not a personal wireless service provider, and is seeking approval only for a support structure for a wireless telecommunications facility;

(c) For a new tower, a map that shows the applicant's search area for the proposed site and the properties within the search ring, including locations of existing telecommunications towers or monopoles;

(d) For a new tower, a copy of the written notice of the required neighborhood meeting and a certificate of mailing showing that the notice was mailed to the list of property owners falling within the notice area designated under CCC 18.124.110(2);

(e) For a new tower, a transcript of the neighborhood meeting or copies of the audiotape recordings of the meeting. The applicant shall also submit a list of attendees, including the date, time, and location of the meeting;

(f) A site plan showing the location of the proposed facility and its components. The site plan shall also identify the location of the existing and proposed landscaping, any equipment shelters, utility connections, and fencing proposed to enclose the facility, and lighting if any is proposed. Describe primary and emergency energy sources proposed for the cell tower;

(g) A copy of the design specifications, including photographs or manufacturer's graphic representations of proposed colors, and an elevation of an antenna array proposed with the facility, and lighting, if any, for the facility;

(h) An elevation drawing of the facility and a photographic simulation of the facility showing how it would fit into the landscape. The elevation drawing shall be drawn to scale and show the existing trees adjacent to the proposed facility and show the height of such trees from existing grade to the highest

portion of each tree. This documentation shall include any support structure, transmission equipment including antennas and microwave dishes, and any ground-based equipment cabinets or shelters;

(ix) A copy of a letter of determination from the Federal Aviation Administration or the Oregon Department of Transportation – Aeronautics Division as to whether any requirements, including but not limited to aviation lighting, would be required for the proposed facility. Such letter of determination shall be submitted prior to issuance of a decision by the county planning authority;

(x) An agreement and security in accordance with CCC 17.40.080 and 17.40.090 for removal of any support structure and any ground-based equipment or accessory structures, such as equipment buildings and security fences;

(xi) Proof that the applicant is not able to ~~locate~~ **collocate** similar telecommunication structures on existing transmission facilities or locate on existing structures;

(xii) In the event that the applicant plans to develop more than one tower in Crook County, the applicant shall simultaneously submit a tentative plan for future tower site development in the county.



## AGENDA ITEM REQUEST



**Date:**

~~3/20/24~~ 4-3-24

**Meeting date desired:**

~~3/27/24~~ ~~4/3/24~~ 4/10/24

**Subject:**

Consider amendment of existing agreement with PERS enrolling police officers in PERS to add Deputy District Attorneys employed by the county on and after 1/1/2024 to the existing Police/Fire PERS agreement pursuant to the legislative intent of HB 2054.

**Background and policy implications:**

HB 2054 specified that deputy district attorneys qualify as police officers under the Public Employees Retirement System. Crook County has had "law enforcement personnel" enrolled in PERS since 7/1/1973. Pursuant to ORS 238A.070, adding DDAs to the existing agreement will not require enrollment for all county employees. This is confirmed by the email dated 3/12/24 from PERS.

**Budget/fiscal impacts:**

Due to vacancies in the DA Office there does not need to be a budget adjustment for FY23-24.

**Requested by:**

Kari Hathorn, District Attorney

**Presenters:**

Kari Hathorn

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

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

Kari Hathorn

**From:** [Kari Hathorn](#)  
**To:** [Kari Hathorn](#)  
**Subject:** FW: ER# 02044 Possible PERS Coverage for Deputy DAs  
**Date:** Wednesday, March 20, 2024 12:39:13 PM

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----- Forwarded message -----

**From:** VU AnneMarie \* PERS <[AnneMarie.VU@pers.oregon.gov](mailto:AnneMarie.VU@pers.oregon.gov)>  
**Date:** Tue, Mar 12, 2024 at 2:51 PM  
**Subject:** ER# 02044 Possible PERS Coverage for Deputy DAs  
**To:** Andy Parks <[aparks@geloregon.com](mailto:aparks@geloregon.com)>, Kathy Puckett  
<[Kathy.Puckett@crookcountyor.gov](mailto:Kathy.Puckett@crookcountyor.gov)>  
**Cc:** GALEGO Laurel \* PERS <[Laurel.GALEGO@pers.oregon.gov](mailto:Laurel.GALEGO@pers.oregon.gov)>

Hello Andy and Kathy:

I am writing on behalf of PERS regarding some questions that have been raised about Crook County's PERS coverage, and the possible impacts of [HB 2054](#) (2023, effective 1/1/2024) that treats deputy district attorneys (DDAs) under the PERS definition of "police officers," if they are PERS members.

**Question:** Specifically, the question that seems to have created some confusion is **can Crook County amend its PERS participation agreement to only add DDAs employed by the county on and after 1/1/2024 (i.e., limited additional coverage for the employee class of DDAs only (in addition to the employee class already covered); NOT provide additional coverage for all other Crook Co. employees)?**

**Answer: Yes.**

**Background:** Crook Co. elected to join PERS in 1973 with an effective participation date of 7/1/1973 for their "law enforcement personnel," as specified in Crook Co.'s resolution dated 12/5/1973, by which Crook Co.'s governing body decided to apply to participate in PERS. This term is not defined in the agreement, but based upon Crook Co.'s reporting this employee class has been generally understood to include police officers from the Sheriff's office. As described in [ORS 238.035](#), prior to 8/29/2003, PERS allowed employers to designate the class of their employees they wanted to provide PERS coverage for when they joined PERS. Such partial coverage participation agreements allowed employers to expand their PERS coverage to include additional classes of employees not initially covered when they first joined PERS by amending their

contract. These partial coverage agreements also contemplated that the employer would eventually provide PERS membership to the other employees not initially covered at the time that the employer first joined PERS, by contract. (See [ORS 238.035](#) which applies to employers who joined PERS before 8/29/2003). While it is our hope that Crook Co. will eventually provide PERS coverage to all its employees at some point in the future, Crook Co. it is not required to do so now, nor all at once, and may provide expanding coverage to additional specified employee classes, little by little (i.e., amendment by amendment).

**Conclusion:** If Crook Co. wants to expand its coverage to provide PERS membership to DDAs employed by the county on and after 1/1/2024, please provide PERS with a County resolution that supports this request, and we can work on updating your participation agreement to include them.

**Practical note:** It seems that Crook Co. has already reported its DDAs as PERS eligible based upon a possible misunderstanding, and was considering backing out these records to “un-enroll them.” However, if you want to cover them by updating your participation agreement then we may not have to do very much on the reporting side, since that seems to have already been done.

Thank you and please let me know if you have any questions or concerns.

Anne Marie

*Anne Marie Vu*

Research Policy Coordinator  
Policy Analysis & Compliance Section  
Oregon Public Employees Retirement System  
(503) 603-7565

Available by e-mail, phone, and MS teams

[CAUTION: This email originated from outside of the organization. DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe]

To: Seth Crawford, County Commissioner, Board Chair  
Brian Barney, County Commissioner  
Susan Hermreck County Commissioner

From: Andy Parks, Contract County Administrator

Date: April 5, 2024

RE: Compensation and benefits

Crook County is a rural county of 26,375 with a limited tax base (significant federal and state lands) and limited property tax revenue growth until fiscal year 2028. At that time, considerable tax-exempt property within the enterprise zone will begin to be incrementally added to the tax base through fiscal year 2038. However, it is not until fiscal year 2032 and later that property tax revenue is anticipated to exceed projected existing service level expenditure requirements.

Crook and Jefferson counties, and their county seats, Prineville and Madras, compete with Bend, Redmond and Deschutes County for employees. This has been an ongoing challenge for many years, however, is more acute with recent trends in labor markets and labor arbitration in Oregon. Labor markets are tight with unemployment in the Bend MSA at 3.7% in January 2024.



Crook County completed a comprehensive compensation study in 2017-18. At that time, the County compensation for non-represented employees was at the 35<sup>th</sup> to 40<sup>th</sup> percentile at the midpoint. The County adopted an updated compensation schedule that moved the mid-point of the salary ranges to the 45<sup>th</sup> and 50<sup>th</sup> percentile. It was recommended that the salary ranges be adjusted annually to maintain or improve pay position. Additionally, at that time it was communicated that the County's 401k, (its employee retirement plan), was well below market with a recommendation to address soon.

The County did not adjust compensation schedules to maintain market position, increasing schedules by one percent (1.0%) per year from 2018 to 2022. Additionally, the County did not

make any changes to its 401k plan. In spring of 2020, the pandemic impacted the entire world, increasing the unemployment rate significantly for a brief period, and requiring changes to work requirements. These issues, among others, led to significant employee turnover and recruiting challenges. In 2022, I was asked to analyze the County's ability to financially address wages and benefits.

The following is a schedule of pay and benefit adjustments the County has made since 2022.

- 1% retro pay to July 1, 2021 (2.0% COLA adjustment July 1, 2021) to non-represented employees.
- Minimum 2% annual adjustment July 1, going forward to non-represented employees.
- Increased 401k contribution for all qualifying employees from \$325/month to:
  - eight percent (8.0%) of salary with a minimum of \$325/month March 1, 2022
  - ten percent (10.0%) of salary with a minimum of \$325/month January 1, 2023
  - twelve percent (12.0%) of salary with a minimum of \$325/month January 1, 2024
- Made a one-time payment of approximately four percent (4.0%) of salary in June 2022 to all employees.
- Offered one-time payment recruiting incentives (during the period Oregon law permitted such incentives)
- Made a six percent (6.0%) COLA July 1, 2022, for all employees (plus a phased in addition of 2.5% for patrol deputies, total 8.5%)
- Made a 4.91% COLA July 1, 2023, for non-represented employees, 3.0% represented.
- Increased the life insurance benefit July 1, 2023.
- Maintained the health and dental benefits with costs exceeding the inflation rate.
- Added a paid holiday for all employees in 2023 and future years.
- Allowed new employees to immediately have access to accrued leave beginning in 2023.
- Offered lateral hires additional accrued leave, recognizing previous experience.
- Recognized previous comparable experience for all employees with up to sixteen years' experience resulting in access to additional accrued leave in January 2024.
- Approved non-standard work schedule alternatives to provide flexibility for employee scheduling in April 2024.

We are also evaluating equity pay or benefit alternatives for employees that have more than sixteen years work experience with the County, as they are at the maximum accrued leave rate and did not receive any recognition for previous work experience.

The County is presently evaluating/updating its compensation schedules. The evaluation findings indicate the mid-point of the salary ranges are at the 35<sup>th</sup>-37<sup>th</sup> percentile. The recommended salary ranges to remain competitive are in the 50<sup>th</sup> to 55<sup>th</sup> percentiles. This represents an increase in the salary ranges of approximately ten percent (9.8%) to more than twelve percent (12.2%). The phased implementation to the new salary schedule will smooth out the cost impacts, i.e., employees will not move into the new salary schedule at the same step, but to the pay step with a pay rate above their present pay rate, with additional steps available. Several "equity" adjustments are anticipated to align pay equitably within the organization. To

remain competitive, the County will need to review its pay schedules annually and make appropriate adjustments.

As has been communicated previously, the above changes were made possible with “helicopter” funding provided by the Federal and State governments following the pandemic. Without the more than \$10,000,000 the County received from the Federal government alone, allocated over approximately seven years, the County would not have had the financial wherewithal to make the above pay and benefit changes or to maintain its existing workforce with the pay and benefit changes made.

Beginning in fiscal year 2028, the County anticipates receiving additional property taxes from the Data Centers, which in turn are anticipated to provide the additional resources to replace the depletion of the one-time federal dollars. And by fiscal year 2032, the additional net property taxes from the Data Centers are anticipated to exceed the costs of current service levels.

#### **Pending Items**

The County is beginning negotiations of its labor agreement with the Road Department Union which expires June 30, 2024, and the Sheriff’s Deputies Association has requested the County to voluntarily reopen the negotiations of its agreement months before the June 30, 2025, end date.

A request to enroll deputy district attorneys (DDAs) into Oregon Public Employees Retirement System (OPERS) has been made. If the County chooses to do so, the minimum cost of this change is approximately \$70,000 annually (for existing DDA personnel, not including vacant positions) with a budgeted impact of approximately \$100,000 (fully staffed). Also, a risk exists that, if the County voluntarily enrolls the DDAs into OPERS, the County will be required to enroll all employees in OPERS with an estimated annual financial impact of \$1.6 to \$1.8 million.

Lastly, as retention improves, the pay and benefit adjustments noted above are anticipated to challenge the County’s ability to maintain staffing at its current levels with existing resources. Therefore, adding authorized positions will need to be considered very carefully and given the uncertainty of the pending labor agreements and OPERS, should the Board of Commissioners approve enrolling DDAs into OPERS, it may be advisable and potentially necessary to implement hiring freezes and staffing reductions through attrition.

#### **OPERS**

With respect to the Board’s consideration of whether to enroll DDAs into OPERS, I offer the following background information:

- Crook County enrolled its uniformed sheriff’s staff into OPERS in 1973
  1. At that time, it was possible to enroll only uniformed personnel.
- Crook County created a very modest 401k plan for all other employees in 1985.
  1. The County’s contribution is presently twelve percent, minimum of \$325 per month.



- From 1973 through early 2024 there was Court opposition to expand OPERS to other employees.
- In early 2023 HB 2054 was introduced by the DDA Association of Multnomah County.
- HB 2054 applies to all DDAs enrolled in OPERS.
- The DA did not bring this matter before the County Court while the bill was under consideration or after it was passed.
- County finance staff, acting on a message from OPERS which OPERS acknowledges was based on misapprehension, enrolled the DDAs into OPERS effective January 1, 2024, without Governing Board approval.
- The County Governing Board, i.e., County Court is the only body that can make the decision to enroll the DDAs into OPERS.
- The OPERS contribution rate in 2024 for Crook County is 30.44 percent for police and fire members (the class the DDAs would be enrolled in per HB 2054).

Commented [AP1]: Is this the right word?

#### **HB 2054 (copy attached)**

- Oregon HB 2054 was signed into law on July 27, 2023.
- Per review of the legislative history and the bill itself the following are noteworthy.
  1. The bill was introduced for Multnomah County Prosecuting Attorneys Association “An ACT relating to the status of district attorneys in the Public Employees Retirement System; creating new provisions; and amending ORS 238.005.”
- Representative Breeze-Iverson did not vote on the bill.
- Senator Findley voted in favor of the bill.
- There was no testimony provided by the Crook County Court or District Attorney (that I am aware of) for the bill.
- Crook County’s deputy district attorneys are not “officially” in OPERS.
- The fiscal impact statement for the proposed legislation, prepared by Tim Walker of the Legislative Fiscal Office dated March 13, 2023, states that (copy attached):
  1. Statewide an increase of \$3.2 million in total funds, or about one percent of PERS-eligible payroll costs, to reclassify 420 DAs and DDAs from general service to a P&F retirement benefit plan.
  2. OPERS has estimated that the contribution rate for DAs and DDAs would increase by 0.2%, from 21.1% to 21.3%.
  3. A calculation was not performed for the four counties that have a OPERS recognized Equal to or better plan (ETOB).
  4. The fiscal impact for the State of Oregon for the 36 DA positions is \$490,753
  5. The analyst did not perform a fiscal impact analysis for Crook County, whose DDAs are not members of PERS and do not have an ETOB plan (or are they required to).
  6. To enroll the County’s DDAs into PERS, Crook County’s retirement contribution will increase from twelve percent (for the 401k contribution) to 30.44 percent (PERS P&F rate), an increase of more than eighteen percent, approximately \$100,000 per year
  7. This amounts to a more than twenty percent of the entire State of Oregon’s impact for its 36 DAs).

- In addition, a risk to the County, as advised by its independent legal counsel, is that all County employees not presently enrolled in PERS may be required to enroll in OPERS, at a estimated cost of approximately \$1.6 to \$1.8 million annually.
- OPERS administrative staff originally agreed with the County's independent legal counsel that all employees would be required to enroll in OPERS if the County enrolled its DDAs.
- Subsequently, OPERS Administrative Research staff have communicated that other employees would not be required to enroll in OPERS (copy attached).
  1. However, this is an administrative ruling, not a legal opinion. OPERS research staff indicate OPERS would not provide a legal opinion unless a suit were filed.
- Two potential suits are possible:
  1. If the County does not enroll its DDAs.
    - i. A suit by one or more of its DDAs to enforce HB 2054.
      1. Not considered likely to be successful.
        - a. Legal counsel and OPERS both agree there is no requirement to enroll DDAs.
    2. If the County does enroll its DDAs, a suit by other non-OPERS employees to enforce the requirement that all employees be on the same plan.
      1. This is identified as a risk by the County's independent counsel, with no assessment of the relative risk (copy of independent counsel communication attached).
- Although not required, the County could move toward an equal to or better (ETOB) plan or make other retirement or benefit contributions desired by County employees.
- The estimated additional cost of an ETOB plan is an additional four to five percent above the present 12% 401k contribution, or \$500,000 - \$600,000, or approximately one-third the additional cost of OPERS.

**Recruiting and Retention**

As noted above, recruiting and retention is a significant issue for nearly all County operations. We have spent a significant amount of time and County resources to address compensation and benefits for all County employees during the past two years. Per exit interviews conducted this time last year and a few during the past month, there are a number of other areas cited that impact recruiting and retention, such as lack of affordable housing options, childcare, school choices, work environment, workload, lack of leadership, a plan, etc. In other words, providing an OPERS retirement benefit, in and of itself, may be helpful, however, per exit interviews it was not cited as a major reason why employees have left.

With respect to pay, specifically to DDAs, we aggregated information from counties with populations near Crook County size up to larger population counties such as Umatilla County and Deschutes County. The findings are presented below.

**Compensation**

County	Population	DDA I			DDA II			DDA III			Chief Deputy DA		
		Min	Max	% Range	Min	Max	% Range	Min	Max	% Range	Min	Max	% Range
CURRY	24,439	66,084	76,606	18%	71,604	83,004	16%	90,876	105,348	18%			
HOOD RIVER	24,406	86,441	90,768	5%	95,289	100,070	5%	105,067	110,323	5%			
JEFFERSON	25,878												
CROOK	26,583	91,541	121,888	33%	101,629	135,346	33%	107,120	142,626	33%	118,955	158,434	33%
UNION	26,335	83,328	106,356	28%							96,468	128,120	28%
WASCO	27,052	94,544	99,120	5%	102,084	108,312	6%	111,552	118,344	5%	100,475	126,048	25%
TILLAMOOK	28,000	68,052	93,192	37%	73,608	100,812	37%	76,560	104,856	37%	82,824	113,424	37%
MALHEUR	32,981												
CLATSOP	42,095	76,516	105,216	34%	85,200	119,892	41%	114,948	154,052	34%			
LINCOLN	51,930	79,088	103,193	30%	85,415	111,446	30%	94,510	123,705	30%			
COLUMBIA	53,143	94,200	119,736	27%	114,000	144,876	27%				137,928	175,308	27%
COOS	66,945	79,344	116,712	47%	93,756	142,488	52%						
KLAMATH	71,919	78,972	102,328	30%	91,428	119,040	30%	96,012	124,960	30%	105,852	137,796	30%
UMATILLA	81,842	83,664	96,312	15%	100,200	120,936	21%	124,548	150,324	21%			
DESCHUTES	212,141	83,417	112,254	35%	112,254	150,670	34%	117,915	158,204	34%	140,373	188,113	34%
Average		82,076	103,399	26%	93,872	119,741	28%	103,941	129,274	24%	111,839	146,035	31%
Crook		91,541	121,888	33%	101,629	135,346	33%	107,120	142,626	33%	118,955	158,434	33%
		12%	18%		8%	13%		3%	10%		6%	8%	

- The updated salary schedules are included above, which will result in very competitive salaries for DDAs (the current salary schedules are approximately 10% less, which places Crook County at about the average for the positions shown).
- Pay for each DDA position (I, II, and III) is above the minimum and maximum averages
- Pay for the DDA I position is above Deschutes County and has the highest maximum pay
- Pay for the DDA II and III positions are within ten percent of the DDA pay in Deschutes County

**Workload**

Felony and misdemeanor filings for calendar years 2019 through 2023 for the comparable counties:

County	Population	2023		2022		2021		2020		2019	
		F	M	F	M	F	M	F	M	F	M
CURRY	24,439	100	425	131	517	136	422	160	531	159	537
HOOD RIVER	24,406	187	726	193	606	139	530	158	530	213	686
JEFFERSON	25,878	168	380	166	363	223	534	225	529	181	506
<b>CROOK</b>	<b>26,583</b>	<b>173</b>	<b>705</b>	<b>175</b>	<b>547</b>	<b>158</b>	<b>630</b>	<b>200</b>	<b>578</b>	<b>289</b>	<b>766</b>
UNION	26,335	166	432	181	472	159	399	144	379	237	487
WASCO	27,052	193	726	200	706	199	661	212	699	218	613
TILLAMOOK	28,000	101	438	137	352	127	406	229	580	210	650
MALHEUR	32,981	416	657	442	678	461	689	403	694	430	720
CLATSOP	42,095	265	792	271	721	212	708	282	794	290	821
LINCOLN	51,930	347	1,063	400	1,056	427	1,054	444	1,118	545	1,432
COLUMBIA	53,143	227	381	308	403	241	406	246	518	272	484
COOS	66,945	364	1,067	382	892	332	822	361	1,118	422	1,108
KLAMATH	71,919	581	1,328	679	1,251	889	1,351	810	1,371	749	1,424
UMATILLA	81,842	504	1,131	489	917	498	1,046	659	1,365	682	1,553
DESCHUTES	212,141	881	2,724	931	2,658	1,009	2,463	1,120	2,299	1,412	3,507

### Cases per 1,000 population

The following table presents the caseload per 1,000 population of the comparable counties.

County	Population	2023		2022		2021		2020		2019	
		F	M	F	M	F	M	F	M	F	M
CURRY	24,439	4.09	17.39	5.36	21.15	5.56	17.27	6.55	21.73	6.51	21.97
HOOD RIVER	24,406	7.66	29.75	7.91	24.83	5.70	21.72	6.47	21.72	8.73	28.11
JEFFERSON	25,878	6.49	14.68	6.41	14.03	8.62	20.64	8.69	20.44	6.99	19.55
<b>CROOK</b>	<b>26,583</b>	<b>6.51</b>	<b>26.52</b>	<b>6.58</b>	<b>20.58</b>	<b>5.94</b>	<b>23.70</b>	<b>7.52</b>	<b>21.74</b>	<b>10.87</b>	<b>28.82</b>
UNION	26,335	6.30	16.40	6.87	17.92	6.04	15.15	5.47	14.39	9.00	18.49
WASCO	27,052	7.13	26.84	7.39	26.10	7.36	24.43	7.84	25.84	8.06	22.66
TILLAMOOK	28,000	3.61	15.64	4.89	12.57	4.54	14.50	8.18	20.71	7.50	23.21
MALHEUR	32,981	12.61	19.92	13.40	20.56	13.98	20.89	12.22	21.04	13.04	21.83
CLATSOP	42,095	6.30	18.81	6.44	17.13	5.04	16.82	6.70	18.86	6.89	19.50
LINCOLN	51,930	6.68	20.47	7.70	20.34	8.22	20.30	8.55	21.53	10.49	27.58
COLUMBIA	53,143	4.27	7.17	5.80	7.58	4.53	7.64	4.63	9.75	5.12	9.11
COOS	66,945	5.44	15.94	5.71	13.32	4.96	12.28	5.39	16.70	6.30	16.55
KIAMATH	71,919	8.08	18.47	9.44	17.39	12.36	18.79	11.26	19.06	10.41	19.80
UMATILLA	81,842	6.16	13.82	5.97	11.20	6.08	12.78	8.05	16.68	8.33	18.98
DESCHUTES	212,141	4.15	12.84	4.39	12.53	4.76	11.61	5.28	10.84	6.66	16.53
<b>Averages</b>		<b>6.37</b>	<b>18.31</b>	<b>6.95</b>	<b>17.15</b>	<b>6.91</b>	<b>17.23</b>	<b>7.52</b>	<b>18.74</b>	<b>8.33</b>	<b>20.85</b>
Crook		6.51	26.52	6.58	20.58	5.94	23.70	7.52	21.74	10.87	28.82
<b>Crook to average</b>		<b>102%</b>	<b>145%</b>	<b>95%</b>	<b>120%</b>	<b>86%</b>	<b>138%</b>	<b>100%</b>	<b>116%</b>	<b>131%</b>	<b>138%</b>

- Felony caseload per 1,000 population in Crook County approximates the average of the other fifteen counties (86%-131%, trending down)
- Misdemeanor caseload per 1,000 population in Crook County is well above the average of the other fifteen counties (116%-145%, trending up)

### Caseload per DDA

County	DDAs	2023		2022		2021		2020		2019	
		F	M	F	M	F	M	F	M	F	M
CURRY	2.22	45.15	191.87	59.14	233.41	61.40	190.52	72.23	239.73	71.78	242.44
HOOD RIVER	2.00	93.50	363.00	96.50	303.00	69.50	265.00	79.00	265.00	106.50	343.00
JEFFERSON	-										
<b>CROOK</b>	<b>5.00</b>	<b>34.60</b>	<b>141.00</b>	<b>35.00</b>	<b>109.40</b>	<b>31.60</b>	<b>126.00</b>	<b>40.00</b>	<b>115.60</b>	<b>57.80</b>	<b>153.20</b>
UNION	3.00	55.33	144.00	60.33	157.33	53.00	133.00	48.00	126.33	79.00	162.33
WASCO	3.00	64.33	242.00	66.67	235.33	66.33	220.33	70.67	233.00	72.67	204.33
TILLAMOOK	4.00	25.25	109.50	34.25	88.00	31.75	101.50	57.25	145.00	52.50	162.50
MALHEUR	-										
CLATSOP	7.00	37.86	113.14	38.71	103.00	30.29	101.14	40.29	113.43	41.43	117.29
LINCOLN	9.00	38.56	118.11	44.44	117.33	47.44	117.11	49.33	124.22	60.56	159.11
COLUMBIA	-										
COOS	4.00	91.00	266.75	95.50	223.00	83.00	205.50	90.25	279.50	105.50	277.00
KIAMATH	8.00	72.63	166.00	84.88	156.38	111.13	168.88	101.25	171.38	93.63	178.00
UMATILLA	10.00	50.40	113.10	48.90	91.70	49.80	104.60	65.90	136.50	68.20	155.30
DESCHUTES	23.00	38.30	118.43	40.48	115.57	43.87	107.09	48.70	99.96	61.39	152.48
<b>Averages</b>		<b>53.91</b>	<b>173.91</b>	<b>58.73</b>	<b>161.12</b>	<b>56.59</b>	<b>153.39</b>	<b>63.57</b>	<b>170.80</b>	<b>72.58</b>	<b>192.25</b>
Crook		34.60	141.00	35.00	109.40	31.60	126.00	40.00	115.60	57.80	153.20
<b>Crook to average</b>		<b>64%</b>	<b>81%</b>	<b>60%</b>	<b>68%</b>	<b>56%</b>	<b>82%</b>	<b>63%</b>	<b>68%</b>	<b>80%</b>	<b>80%</b>

Caseloads per authorized DDA position

- Crook is well below the average for both felonies and misdemeanors.
- It takes vacancies in two positions for the County caseload to go above the averages.

**Caseload per DDA (present staffing, Crook County only, other full staffing)**

County	DDAs	2023		2022		2021		2020		2019	
		F	M	F	M	F	M	F	M	F	M
CURRY	2.22	45.15	191.87	59.14	233.41	61.40	190.52	72.23	239.73	71.78	242.44
HOOD RIVER	2.00	93.50	363.00	96.50	303.00	69.50	265.00	79.00	265.00	106.50	343.00
JEFFERSON	-										
<b>CROOK</b>	<b>4.00</b>	<b>43.25</b>	<b>176.25</b>	<b>43.75</b>	<b>136.75</b>	<b>39.50</b>	<b>157.50</b>	<b>50.00</b>	<b>144.50</b>	<b>72.25</b>	<b>191.50</b>
UNION	3.00	55.33	144.00	60.33	157.33	53.00	133.00	48.00	126.33	79.00	162.33
WASCO	3.00	64.33	242.00	66.67	235.33	66.33	220.33	70.67	233.00	72.67	204.33
TILLAMOOK	4.00	25.25	109.50	34.25	88.00	31.75	101.50	57.25	145.00	52.50	162.50
MALHEUR	-										
CLATSOP	7.00	37.86	113.14	38.71	103.00	30.29	101.14	40.29	113.43	41.43	117.29
LINCOLN	9.00	38.56	118.11	44.44	117.33	47.44	117.11	49.33	124.22	60.56	159.11
COLUMBIA	-										
COOS	4.00	91.00	266.75	95.50	223.00	83.00	205.50	90.25	279.50	105.50	277.00
KLAMATH	8.00	72.63	166.00	84.88	156.38	111.13	168.88	101.25	171.38	93.63	178.00
UMATILLA	10.00	50.40	113.10	48.90	91.70	49.80	104.60	65.90	136.50	68.20	155.30
DESCHUTES	23.00	38.30	118.43	40.48	115.57	43.87	107.09	48.70	99.96	61.39	152.48
Averages		54.63	176.85	59.46	163.40	57.25	156.01	64.41	173.21	73.78	195.44
<b>Crook</b>		<b>43.25</b>	<b>176.25</b>	<b>43.75</b>	<b>136.75</b>	<b>39.50</b>	<b>157.50</b>	<b>50.00</b>	<b>144.50</b>	<b>72.25</b>	<b>191.50</b>
<b>Crook to average</b>		<b>79%</b>	<b>100%</b>	<b>74%</b>	<b>84%</b>	<b>69%</b>	<b>101%</b>	<b>78%</b>	<b>83%</b>	<b>98%</b>	<b>98%</b>

Caseloads per DDA filled position (Crook County only, others fully staffed)

- Crook is well below the average for felonies and at average for misdemeanors.
- It takes vacancies in two positions for the County caseload to go above the averages.

Averages		55.83	181.74	60.68	167.20	58.35	160.39	65.79	177.23	75.79	200.76
<b>Crook</b>		<b>57.67</b>	<b>235.00</b>	<b>58.33</b>	<b>182.33</b>	<b>52.67</b>	<b>210.00</b>	<b>66.67</b>	<b>192.67</b>	<b>96.33</b>	<b>255.33</b>
<b>Crook to average</b>		<b>103%</b>	<b>129%</b>	<b>96%</b>	<b>109%</b>	<b>90%</b>	<b>131%</b>	<b>101%</b>	<b>109%</b>	<b>127%</b>	<b>127%</b>

**Authorized positions and present vacancies**

- Crook County has the highest authorized number of DDA positions per 1,000 population.
  - .23 per 1,000 compared to average of .13 per 1,000 average, and .14 per 1,000 excluding Deschutes County
- Crook County has a vacancy rate (17%) which is below the average of 23%, 26% excluding Deschutes County

**DDA Staffing, Vacancy, Vacancy Rate and DDA FTE per 1,000 population**

County	Population	# of Total DA* Positions	# of Vacancies	Vacancy %	FTE per 1,000
CURRY	24,439	3.22	1.00	31%	0.13
HOOD RIVER	24,406	3.00	-	0%	0.12
JEFFERSON	25,878				
CROOK	26,583	6.00	1.00	17%	0.23
UNION	26,335	4.00	-	0%	0.15
WASCO	27,052	4.00	1.00	25%	0.15
TILLAMOOK	28,000	5.00	-	0%	0.18
MALHEUR	32,981				
CLATSOP	42,095	8.00	-	0%	0.19
LINCOLN	51,930	10.00	4.00	40%	0.19
COLUMBIA	53,143				
COOS	66,945	5.00	1.00	20%	0.07
KLAMATH	71,919	9.00	6.00	67%	0.13
UMATILLA	81,842	11.00	4.00	36%	0.13
DESCHUTES	212,141	24.00	3.00	13%	0.11
Totals	683,687	92	21	23%	0.13
Totals, excluding Deschutes	471,546	68	18	26%	0.14
* includes DAs					

My understanding is there is considerable agreement throughout the state of Oregon that the criminal justice system has considerable challenges. The above information is not intended to provide information relative to the larger picture, however, the information above suggests that Crook County, within the existing justice system, pays their DDAs competitively, has comparable criminal activity as other counties, and has authorized more DDA positions on a relative basis than any other county. Additionally, the vacancy rate in Crook County does not appear to be out of bounds with respect to the other counties. I'll note that Tillamook County does not have OPERS, but an ETOB plan.

**Recommendation**

Given the Crook County's policy decision on OPERS that is long-standing, the significant financial impact to the County to enroll its DDAs into OPERS for a relatively minor increase in benefits, and the potential risk of significant additional cost to the County overall that will result in staff and service level reductions I recommend the following:

- Do not enroll the DDAs in OPERS, evaluate ETOB plan options and other retirement/benefit alternatives with all County employees and incrementally fund improvements to the County's retirement plan and or other benefits to provide an ETOB plan that meets the



preferences of County employees or other retirement benefits not aimed at meeting the ETOB requirements that are desired more by employees.

- If the Board of Commissioners chooses to enroll the DDAs into OPERS, freeze staffing, potentially reduce staffing through attrition and begin setting aside significant reserves should the County be required to enroll all employees.
  - If the County were to be required to enroll all employees, it is my understanding the enrollment is likely to be retroactive to January 1, 2024.
  - The County will likely also be required to fund any lost earnings on the contributions.
    - The order of magnitude of such an action increases annually.
    - I have not sought legal advice on the statute of limitations; however, I do not anticipate it will take other employees long to pursue enrollment into OPERS.



**J. AARON LANDAU**  
ADMITTED IN OREGON  
497 OAKWAY ROAD, SUITE 380  
EUGENE, OR 97401  
AARON.LANDAU@HARRANG.COM  
(541) 485-0220  
(541) 686-6564 (FAX)

TO: Andy Parks, Eric Blaine  
FROM: Aaron Landau, Harrang Long  
DATE: April 5, 2024 (From advice sent via email February 2024)  
RE: Participation in PERS for Deputy District Attorneys

---

Andy,

Your questions to me regarding PERS implicate two distinct issues: (1) Must Crook County provide PERS benefits to deputy district attorneys? And (2), if the County does so, would it be required to also provide PERS benefits to all other county employees. As I understand the governing statutes, the answers to those questions are (1) no, the county is not required to provide PERS benefits to deputy district attorneys, but it may do so if it wishes; and (2) yes, doing so would require the county to participate in PERS for all employees.

Not all public employers are required to join PERS. All state agencies and all school districts must do so under ORS 238.015(1), but for cities and counties (as well as most districts), it's not required. (We know that's the way PERS understands the law, too. For one example, [this page](#) on PERS' website states that "All Oregon public schools, charter schools, community colleges, state universities, and state agencies automatically participate in PERS. Local governmental entities such as cities, towns, counties, fire districts, health districts, utility districts, library districts, housing authorities, and ports are also welcome to join PERS.")

However, ORS 237.620(1) requires that that "all public employers of police officers or firefighters shall provide retirement benefits to those employees under the Public Employees Retirement System." (The term "police officer" is defined under ORS 237.610 to include all sheriffs and deputy sheriffs, as well as all city police.) That is why Crook County's Sheriff's Office must be part of PERS.

But that statute does not require the County, simply because it has law enforcement personnel, to provide PERS benefits to *all* county employees, or to DAs specifically. Rather, the statute states that it must provide such benefits "to those employees" who are "police officers" or "firefighters." In turn, whether someone is a "police officer" or "firefighter" for purposes of ORS 237.620 is determined by the definitions of those terms in ORS 237.610. That definition does not include DAs.

In 2023, the legislature amended ORS 238.005(19) to expand the definition of “police officer” for purposes of ORS Chp 238 to include deputy district attorneys. See HB 2054 (2023). But by its plain language, that amendment changes the term’s definition solely for purposes of ORS Chapter 238 (such as for those statutes that determine whether one is entitled to “Police & Fire” benefits). That definition does not apply to ORS Chapter 237 generally, and the change to ORS 238.005(19) does not purport to change the distinctly-defined term “police officer” under ORS 237.610.

In sum, the fact that Crook County provides PERS benefits to employees of the Sheriff’s Office (as a result of ORS 237.620) does not require it to provide PERS benefits to deputy district attorneys. It certainly has the *option* to do that, but it is not required to do so.

That leads to the second issue: If Crook County were to provide PERS benefits to deputy district attorneys, must it then provide PERS benefits to all other county employees? In my view, the answer is yes.

In general, a public employer can’t pick and choose individual employees or departments to cover under PERS. As I advised via email earlier in February, a public employer can enter into a contractual agreement with the PERS Board under ORS 238.035 to participate in PERS *gradually*, beginning with a designated “class” of employees. But such a contract must “require the public employer to agree to eventually contract to provide membership to all of the employees” who are outside that initial “class”. ORS 238.035(3). As I understand it, Crook County does not have such an agreement with the PERS Board.

In short, outside a mandatory coverage provision like ORS 237.620 or an agreement with PERS under ORS 238.035, the decision whether to participate in PERS is one to be made county-wide. Thus, if the County elects to participate in PERS for part of its employees (whether, say, the DAs office or the Road Department or another part of the county), then it would be required to provide PERS benefits across the board to all county employees.

# Compensation and Benefits

## PERS Recommendation

Crook County Board of Commissioners

Work Session

April 10, 2024

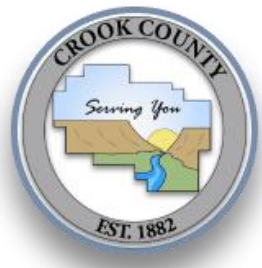
# Issue Summary

Issue:

Crook County has a recruitment and retention issue

Questions:

- A. Will expanded use of PERS help?
- B. If yes, is it worth doing to risk an estimated 15-18 jobs and reduced services?

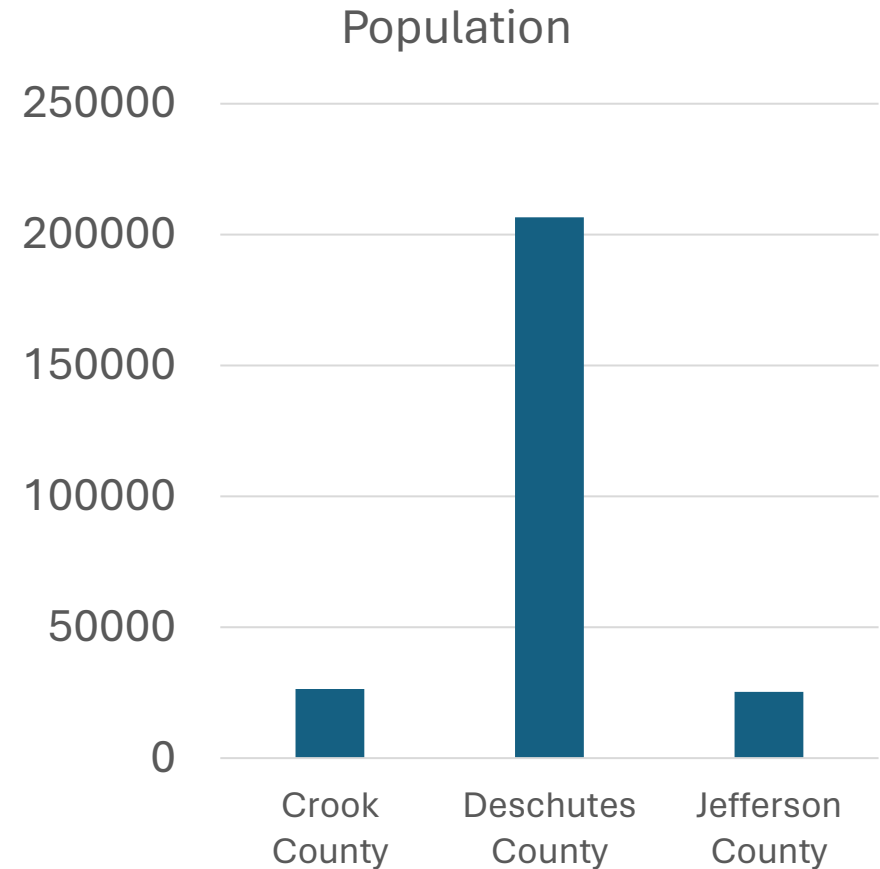


# Competitive Landscape

Crook County is in the Bend Metropolitan Statistical Area (MSA) – 258,000

Crook and Jefferson counties are bedroom communities to

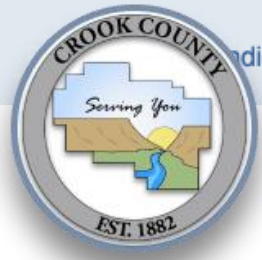
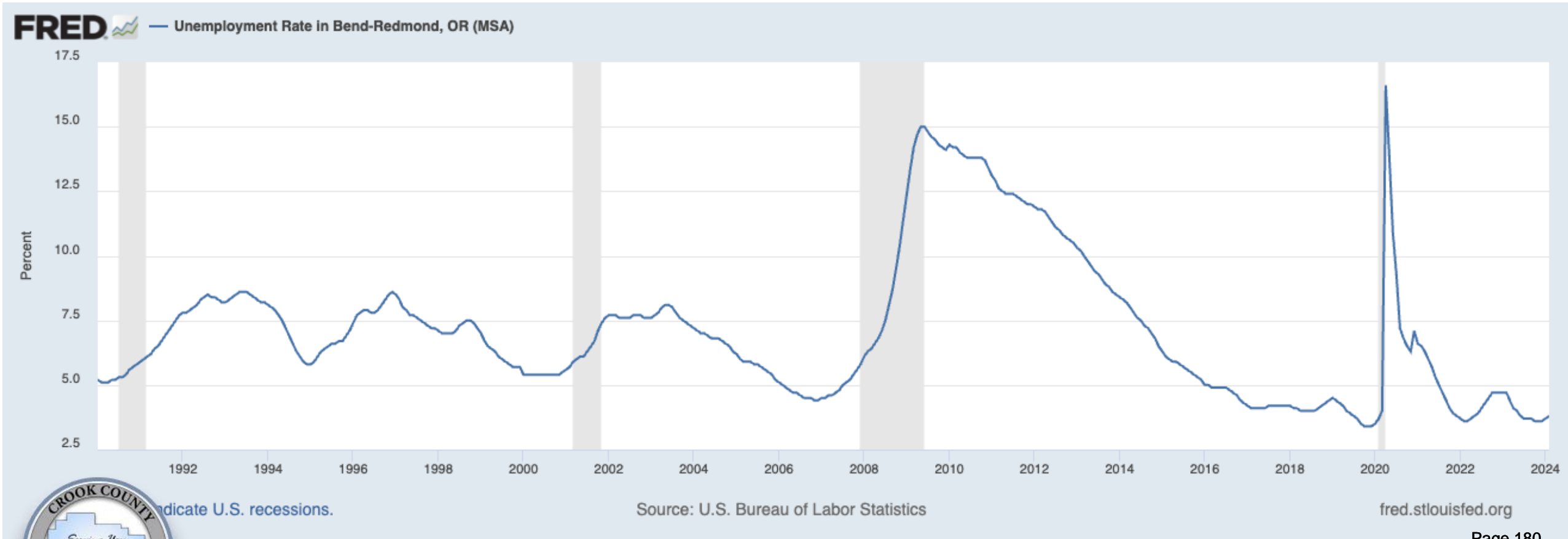
- Crook County – 26,375
- Jefferson County - 25,330
- Deschutes County – 206,549





# Unemployment Rate – Bend MSA

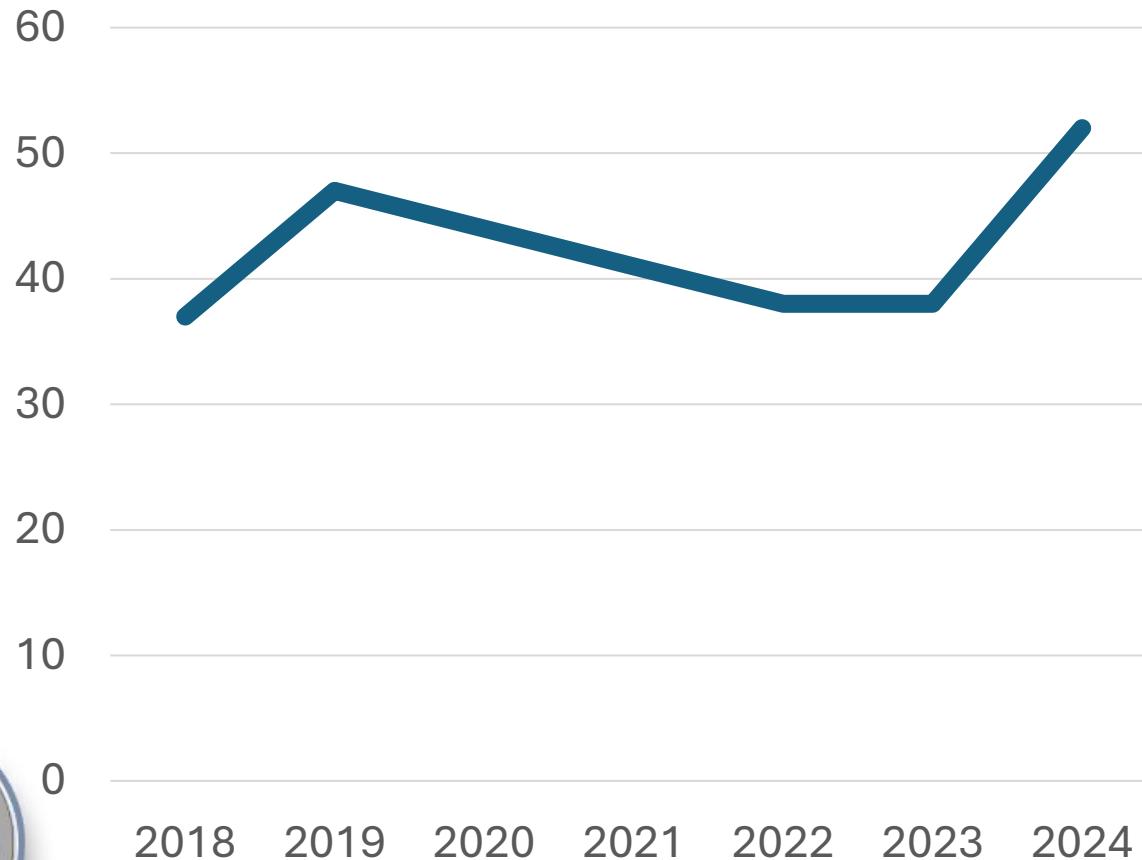
## 1992-2024



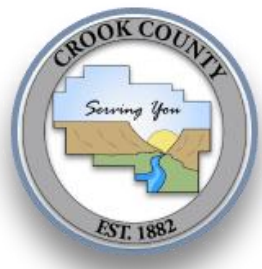
# Crook County Compensation & Benefits

2018-2024

Percentile of Midpoint Pay



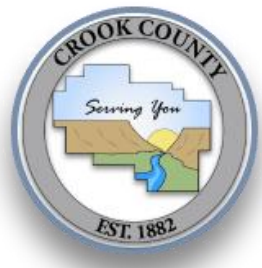
Year	Health Plan Quality	401k Amount/%	401k Quality
2018	Excellent	\$3,900	Poor
2019	Excellent	\$3,900	Poor
2020	Excellent	\$3,900	Poor
2021	Excellent	\$3,900	Poor
2022	Excellent	8%	Better
2023	Excellent	10%	Good
2024	Excellent	12%	Very good



# Crook County Compensation & Benefits

## Summary

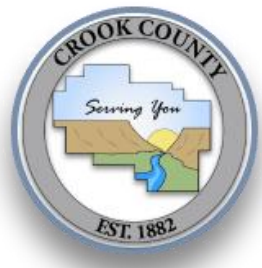
***With the pending pay adjustment (scheduled for the April 17 Board meeting) and other enhancements the past two years, Crook County will have a competitive total compensation package.***



# Crook County Compensation & Benefits

Pending

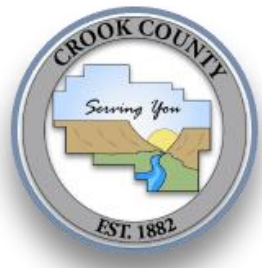
- Road Union labor negotiations
- Request to reopen Sheriff's Deputies Association early
- Request to enroll DDAs into PERS
  
- The items above have the potential to increase costs above budget forecast estimates.
- As retention improves, actual personnel spending will increase, which has the potential to challenge sustainable spending



# Crook County Compensation & Benefits

## Oregon PERS and 401k

- SO enrolled in PERS in 1973 – uniform only
- 401k created in 1985
- From 1973 to current – governing board opposed expanding PERS
- PERS rates have increased from ~12% - 30%+ from 1973 to 2024
- County increased 401k from \$325/month in 2022 to increase to 8%, 10% and now 12% of salary



# Crook County Compensation & Benefits

## Oregon PERS

82nd OREGON LEGISLATIVE ASSEMBLY--2023 Regular Session

### House Bill 2054

Introduced and printed pursuant to House Rule 12.00. Pre-session filed (at the request of House Interim Committee on Business and Labor for Multnomah County Prosecuting Attorneys Association)

#### SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Provides that district attorneys and deputy district attorneys qualify as police officers under Public Employees Retirement System.

#### A BILL FOR AN ACT

1 Relating to the status of district attorneys in the Public Employees Retirement System; creating new  
2 provisions; and amending ORS 238.005.  
3

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1.** ORS 238.005 is amended to read:

6 238.005. For purposes of this chapter:

7 (1) "Active member" means a member who is presently employed by a participating public em-  
8 ployer in a qualifying position and who has completed the six-month period of service required by  
9 ORS 238.015.

10 (2) "Annuity" means payments for life derived from contributions made by a member as provided  
11 in this chapter.

12 (3) "Board" means the Public Employees Retirement Board.

13 (4) "Calendar year" means 12 calendar months commencing on January 1 and ending on De-  
14 cember 31 following.

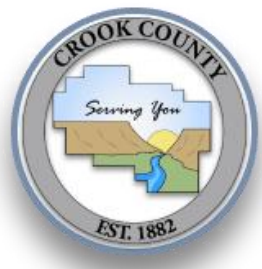
15 (5) "Continuous service" means service not interrupted for more than five years, except that  
16 such continuous service shall be computed without regard to interruptions in the case of:



# Crook County Compensation & Benefits

## Oregon PERS – Legal Opinion

	Harrang Long – Legal Opinion	PERS Admin
County must enroll DDAs into PERS	No	No
May the County enroll DDAs into PERS	Yes	Yes
If the County does enroll DDAs into PERS will the County have to enroll the rest of the non-PERS employees into PERS	There is a risk for this to happen	No Not a legal opinion Legal opinion only if a suit is filed

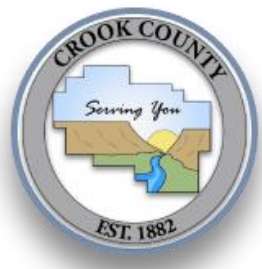




# Crook County Compensation & Benefits

## Fiscal Impact

	State 36 DAs	Crook County DDAs only	Crook County All employees – not in PERS	Crook County ETOB - all employees not in PERS
Year 1	\$491,000	\$70,000-\$100,000	\$1.6-\$1.8 million	\$500k-\$600k
Five years	\$2.5 million	\$400k-\$500k	\$8.0 - \$9.0 million	\$2.5 – \$3.0 million



# Crook County Compensation & Benefits

## Competitive Recruiting Environment - Salaries

County	Population	DDAI			DDAII			DDAIII			Chief Deputy DA		
		Min	Max	% Range	Min	Max	% Range	Min	Max	% Range	Min	Max	% Range
CURRY	24,439	66,084	76,608	16%	71,604	83,004	16%	90,876	105,348	16%			
HOOD RIVER	24,406	86,441	90,768	5%	95,289	100,070	5%	105,067	110,323	5%			
JEFFERSON	25,878												
CROOK	26,583	91,541	121,888	33%	101,629	135,346	33%	107,120	142,626	33%	118,955	158,434	33%
UNION	26,335	83,328	106,356	28%							96,468	123,120	28%
WASCO	27,052	94,344	99,120	5%	102,084	108,312	6%	111,552	118,344	6%	100,476	126,048	25%
TILLAMOOK	28,000	68,052	93,192	37%	73,608	100,812	37%	76,560	104,856	37%	82,824	113,424	37%
MALHEUR	32,981												
CLATSOP	42,095	78,516	105,216	34%	85,200	119,892	41%	114,948	154,032	34%			
LINCOLN	51,930	79,088	103,193	30%	85,415	111,446	30%	94,810	123,705	30%			
COLUMBIA	53,143	94,200	119,736	27%	114,000	144,876	27%				137,928	175,308	27%
COOS	66,945	79,344	116,712	47%	93,756	142,488	52%						
KLAMATH	71,919	78,972	102,828	30%	91,428	119,040	30%	96,012	124,980	30%	105,852	137,796	30%
UMATILLA	81,842	83,664	96,312	15%	100,200	120,936	21%	124,548	150,324	21%			
DESCHUTES	212,141	83,417	112,254	35%	112,254	150,670	34%	117,915	158,204	34%	140,373	188,113	34%
Average		82,076	103,399	26%	93,872	119,741	28%	103,941	129,274	24%	111,839	146,035	31%
Crook		91,541	121,888	33%	101,629	135,346	33%	107,120	142,626	33%	118,955	158,434	33%
		12%	18%		8%	13%		3%	10%		6%	8%	

\* With pending compensation schedule change



# Crook County Compensation & Benefits

## Competitive Recruiting Environment - Workload

County	DDAs	2023		2022		2021		2020		2019	
		F	M	F	M	F	M	F	M	F	M
CURRY	2.22	45.15	191.87	59.14	233.41	61.40	190.52	72.23	239.73	71.78	242.44
HOOD RIVER	2.00	93.50	363.00	96.50	303.00	69.50	265.00	79.00	265.00	106.50	343.00
JEFFERSON	-										
<b>CROOK</b>	<b>5.00</b>	<b>34.60</b>	<b>141.00</b>	<b>35.00</b>	<b>109.40</b>	<b>31.60</b>	<b>126.00</b>	<b>40.00</b>	<b>115.60</b>	<b>57.80</b>	<b>153.20</b>
UNION	3.00	55.33	144.00	60.33	157.33	53.00	133.00	48.00	126.33	79.00	162.33
WASCO	3.00	64.33	242.00	66.67	235.33	66.33	220.33	70.67	233.00	72.67	204.33
TILLAMOOK	4.00	25.25	109.50	34.25	88.00	31.75	101.50	57.25	145.00	52.50	162.50
MALHEUR	-										
CLATSOP	7.00	37.86	113.14	38.71	103.00	30.29	101.14	40.29	113.43	41.43	117.29
LINCOLN	9.00	38.56	118.11	44.44	117.33	47.44	117.11	49.33	124.22	60.56	159.11
COLUMBIA	-										
COOS	4.00	91.00	266.75	95.50	223.00	83.00	205.50	90.25	279.50	105.50	277.00
KLAMATH	8.00	72.63	166.00	84.88	156.38	111.13	168.88	101.25	171.38	93.63	178.00
UMATILLA	10.00	50.40	113.10	48.90	91.70	49.80	104.60	65.90	136.50	68.20	155.30
DESCHUTES	23.00	38.30	118.43	40.48	115.57	43.87	107.09	48.70	99.96	61.39	152.48
Averages		53.91	173.91	58.73	161.12	56.59	153.39	63.57	170.80	72.58	192.25
<b>Crook</b>		<b>34.60</b>	<b>141.00</b>	<b>35.00</b>	<b>109.40</b>	<b>31.60</b>	<b>126.00</b>	<b>40.00</b>	<b>115.60</b>	<b>57.80</b>	<b>153.20</b>
Crook to average		64%	81%	60%	68%	56%	82%	63%	68%	80%	80%

\* With pending compensation schedule change



# Crook County Compensation & Benefits

## Competitive Recruiting Environment – Staffing and Vacancy Rate

County	Population	# of Total DA* Positions	# of Vacancies	Vacancy %	FTE per 1,000
CURRY	24,439	3.22	1.00	31%	0.13
HOOD RIVER	24,406	3.00	-	0%	0.12
JEFFERSON	25,878				
CROOK	26,583	6.00	1.00	17%	0.23
UNION	26,335	4.00	-	0%	0.15
WASCO	27,052	4.00	1.00	25%	0.15
TILLAMOOK	28,000	5.00	-	0%	0.18
MALHEUR	32,981				
CLATSOP	42,095	8.00	-	0%	0.19
LINCOLN	51,930	10.00	4.00	40%	0.19
COLUMBIA	53,143				
COOS	66,945	5.00	1.00	20%	0.07
KLAMATH	71,919	9.00	6.00	67%	0.13
UMATILLA	81,842	11.00	4.00	36%	0.13
DESCHUTES	212,141	24.00	3.00	13%	0.11
Totals	683,687	92	21	23%	0.13
Totals, excluding Deschutes	471,546	68	18	26%	0.14
* includes DAs					

\* With pending compensation schedule change



# Crook County Compensation & Benefits

## Competitive Recruiting Environment – Summary

- Crook County has provided
  - A very competitive salaries – particularly DDA I
  - The highest relative staffing levels
  - The potential for the lowest case workload
  - Has taken action to improve its 401k and compensation
  - With a world class Justice Center Facility

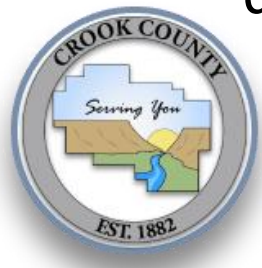


\* With pending compensation schedule change

# Recommendation

Given Crook County's policy decision on OPERS that is long-standing, the significant financial impact to the County to enroll its DDAs into OPERS for a relatively minor increase in benefits, and **the potential risk of significant additional cost to the County overall that will result in staff and service level reductions** I recommend the following:

- Do not enroll the DDAs in OPERS, evaluate ETOB plan options and other retirement/benefit alternatives with all County employees and incrementally fund improvements to the County's retirement plan and or other benefits to provide an ETOB plan that meets the preferences of County employees or other retirement benefits not aimed at meeting the ETOB requirements that are desired more by employees.

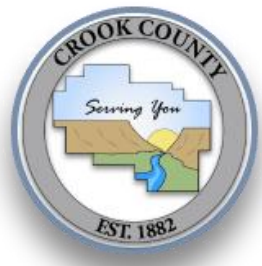


\* With pending compensation schedule change

# Recommendation - alternative

If the Board of Commissioners chooses to enroll the DDAs into OPERS, I believe we need to consider a staffing freeze, potentially reduce staffing through attrition and begin setting aside significant reserves should the County be required to enroll all employees.

- If the County were to be required to enroll all employees, it is my understanding the enrollment is likely to be retroactive to January 1, 2024.
- The County will likely also be required to fund any lost earnings on the contributions.
  - The order of magnitude of such an action increases annually.
  - I have not sought legal advice on the statute of limitations; however, I do not anticipate it will take other employees long to pursue enrollment into OPERS.





# Questions



April 5, 2024

VIA EMAIL

Eric Blaine  
Crook County Counsel  
300 NE 3rd St.  
Prineville, OR 97754

Re: *DWT Engagement Terms*

Dear Eric:

Thank you for engaging Davis Wright Tremaine LLP (“DWT”) to represent Crook County (“the County”). This letter confirms our engagement.

## **SCOPE OF REPRESENTATION**

We understand our engagement will involve providing the County with an independent legal opinion relating to the County’s obligations triggered by recent legislation (House Bill 2054), as described in your letter to me, dated March 15, 2024).

The County is the only entity that we will be assisting pursuant to this agreement. Unless we agree otherwise in writing, that representation does not include any affiliates or constituents of the County whether or not any such affiliate or constituent is operationally integrated with the County. Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate or constituent without notifying you or obtaining your consent.

In the event that the County engages us for additional services either within the scope described above or in new matters outside of that scope, the terms of this letter shall apply to all such future engagements unless we agree otherwise in writing

## **FEES**

Stuart Harris and I will be the primary attorneys at Davis Wright Tremaine handling your work. Fees for services are based on a variety of factors including, for example, time and effort

## **DWT.COM**

involved, the experience of those doing the work, the complexity of the matter and the amount involved. Of these and other considerations, the time devoted and the experience of those providing the services will be given the most weight. For example, my rate is at present \$955 per hour. Stuart's rate is \$895.

## **ENGAGEMENT TERMS**

At Davis Wright Tremaine LLP we believe it is essential that our clients and we have the same understanding of the client-attorney relationship. With this in mind, enclosed for your review is a copy of our Standard Terms of Engagement for Legal Services, which describes in greater detail the basis on which we provide legal services to our clients. As supplemented by this letter, the Standard Terms of Engagement constitutes our engagement agreement. Therefore, we ask that you review it carefully and contact us promptly if you have any questions about our relationship.

## **CONSENT TO FUTURE CONFLICTS INVOLVING FUTURE MATTERS**

As you know, DWT is a large, full-service law firm and represents many clients with interests in Oregon. It is possible that, from time to time during or after the time we represent the County, one of these clients might ask us to give them legal advice or represent it in a transaction, proceeding or dispute with, involving, or against you as to legal matters that are not substantially related to the work DWT would be doing on behalf of the County. The categories of clients or the potential subject matter of such potential conflicts which are most likely to arise are:

### Communications and Media Clients

We serve as outside counsel for many news media organizations and represent or have represented various newspapers, national newspapers and magazines, newspaper publisher associations, and various local and national broadcast media in connection with, among other matters, news gathering and reporting activities, their right to access to public records and/or meetings, and newsrack ordinance matters. Any of these media or newspaper organizations may seek our assistance in obtaining access to your records and/or meetings and in publishing or broadcasting stories about your County at any time, which could lead to disputes between you and the media involved, including litigation. These entities may similarly appear as amicus curiae in media and access matters directly adverse to the position of any of the County.

### Telecommunications and CATV Clients

Several of our telecommunications and cable television clients, from time to time, may challenge ordinances enacted by the County that affect their business or may seek land use permits, franchise agreements or amendments thereto, pole attachment agreements or other licenses or approvals from or agreements with you. Each of these challenges, permits, agreements, licenses

or approvals could include negotiations or disputes, including litigation, between the other client and you and, in any event, would create a conflict of interest under RPC 1.7.

Clients with Real Estate, Land Use and Environmental Interests.

We represent clients from time to time who engage in real estate transactions in Oregon and also participate in administrative and judicial proceedings with respect to their uses of such real estate, which could from time to time involve the County. Such clients frequently also ask us to represent them in connection with the presence, potential presence or remediation of hazardous substances on or under such real estate which could involve you, including in administrative or judicial proceedings adverse to the County.

Clients in the Energy Industry.

We maintain an active energy law and energy industry transactional practice throughout the United States. We have represented and continue to represent parties who develop, purchase, own and operate power plants and natural gas storage facilities, and marketers who engage in wholesale and retail energy transactions ("Energy Producers"); large consumers and groups of consumers of energy services ("Energy Customers"); public agencies that provide energy procurement and distribution services ("Public Agencies"); and parties that participate in the debt and equity financings of energy infrastructure projects and transactions ("Financing Parties").

It is possible, however, that, during or after the time we represent the County in these matters, an Energy Producer, Energy Customer, Financing Party, or Public Agency might ask us to represent it in a dispute, proceeding or transaction with, involving, or against you as to legal matters that are not substantially related to our representation of the County in this engagement.

Clients with State and Local Tax or Fee Disputes.

We have clients that dispute fees based upon revenue or value, property taxes on real or personal property and other local taxes that include but are not limited to sales/use, real estate excise and leasehold excise taxes. These and other disputes can directly or indirectly affect your tax collections.

Our ability to represent you in this engagement and any future engagement is subject to obtaining your consent to DWT being adverse in the future to you on behalf of any of DWT's other clients, including those identified above, or with respect to the areas of potential disputes identified above, in any legal advice that might be adverse to the interests of you, any transactions, any alternative dispute resolution, administrative litigation, regulatory proceedings, and related appeals, or judicial proceeding, as long as a new engagement is not substantially related to work we are then doing or have done for the County (the "New Engagement"). You further agree not to seek to disqualify DWT in, or assert a conflict with respect to, any such New Engagement, including in any potential alternative dispute resolution, administrative litigation, regulatory or other related judicial proceeding involving any New Engagement.

Eric Blaine  
Crook County Counsel  
April 5, 2024  
Page 4

If for any reason, your consent and waiver of potential conflicts in this letter as to a New Engagement turns out not to be effective, you also consent to DWT's withdrawal from any representation of you and consent to its representation of the client in the New Engagement, notwithstanding any adverse effect that such withdrawal might have on you, so long as DWT gives you notice of its intention to withdraw reasonably promptly following learning that the consent and waiver as to a particular engagement is not effective. In such case, you would need to engage, at your own expense, separate counsel to represent your interests.

Of course, without your further prior written consent, we cannot and will not represent another client in a matter adverse to you if we have obtained confidential information of a nonpublic nature from you as a result of our representation of you that we are not comfortable we will be able to prevent from being disclosed to, or used for the benefit of, the other client. By signing below, you also are consenting to our taking any reasonable measures we deem appropriate to protect your confidential information from such disclosure or use, including DWT's erection of a formal "ethical screen" in accordance with its internal procedures for implementing such measures.

Otherwise, please sign a counterpart of this letter and return it to us or respond by return e-mail that you have reviewed and agree to the terms of this engagement agreement. Until you have returned the signed counterpart of the letter or otherwise accepted the terms of engagement by e-mail, your acceptance of any legal services described above will constitute your agreement that you are fully bound by the terms of our engagement agreement as if you had already signed the counterpart of this letter or agreed to its terms by return e-mail.

We are pleased that you are entrusting your work to us, and we will do our best to provide you with prompt, high quality legal counsel. It is important for us to know how our clients feel about the services we provide. If you ever feel we are not meeting this commitment or you have other questions about our relationship, please do not hesitate to call me or our Managing Partner, Scott MacCormack. We look forward to serving you.

Very truly yours,

Davis Wright Tremaine LLP



John DiLorenzo, Jr.

Enclosure  
cc: Central Records

Eric Blaine  
Crook County Counsel  
April 5, 2024  
Page 5

**I AGREE TO THE TERMS DESCRIBED ABOVE.**

Crook County

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



### *Standard Terms of Engagement for Legal Services*

This statement sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement or superseded by contrary controlling law, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

#### **The Scope of Our Work**

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

Our firm will provide the services requested, keep you informed of developments and progress in the matter, and respond promptly to your inquiries. You agree to be truthful and cooperative and apprise us of all developments relating to your needs and our services, to be available to attend all requested appearances and depositions, settlement negotiations or court appearances, to attend meetings when requested by us, and to keep us apprised of any change in address or telephone numbers. Any expressions on our part concerning the outcome of your legal matters are expressions of our professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that our client is only the person or entity identified in our engagement letter and does not include any affiliates or constituents of such person or entity (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association), whether or not any such affiliate or constituent is operationally integrated with the person or entity identified in our engagement letter as our client. Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate or constituent without notifying you or obtaining your consent.

Unless otherwise agreed by us in writing, our engagement by you will not include advising you on insurance coverage issues; we will not provide advice concerning notification of insurance carriers, and will not be responsible for notifying such carriers or for follow-up communications with any carriers regarding the status of any matter we are handling on your behalf.

Unless otherwise agreed between you and us in writing, our representation does not include legal advice relating to any potential Corporate Transparency Act ("CTA") reporting obligations, beneficial ownership analysis, or other assistance relating to the CTA. For the avoidance of doubt, even if our engagement includes assistance in connection with (i) forming, registering, licensing, or otherwise qualifying a new legal entity, or (ii) a transaction that may trigger a reporting obligation, we will not be advising in connection with the CTA or any other similar state or local reporting obligations absent a written agreement between you and us to the contrary. In no event will we have any responsibility or obligations related to any ongoing requirements to update your existing CTA filings or to notify you or monitor for changes that may require updates or amendments to your CTA reports even if we become aware of them. Further, in no event will our services include directly filing any CTA report with FinCEN on your behalf or independently verifying the accuracy of any information provided by you in connection with a CTA filing.

#### **Consent to Electronic Communications**

In order to increase our efficiency and responsiveness, we endeavor to use state of the art communication devices (e.g., email, document transfer by computer, wireless telephones, facsimile transfer and other devices which may develop in the future). The use of such devices under current technology may place your confidences and privileges at risk. However, we believe that the efficiencies involved in the use of these devices outweigh the risk of accidental disclosure. By agreeing to these terms you consent to the use of these electronic communication devices.

#### **Consent Relating to Future Adverse Representation on Unrelated Matters**

Our firm provides a wide array of legal services, including administrative, legislative, litigation, and transactional services, to many other companies and individuals around the world. It is possible that one or more of our present or future clients will have disputes or transactions with you during the course of our representation of you or that one or more of them will ask us to advocate a change in law or policy that might have a direct or indirect adverse impact upon your interests. You agree that we may represent any existing or new clients in any matter, including litigation, that is not substantially related to our work for you, even if the interests of such clients in those matters are directly adverse to you or a policy we advocate might have a direct or indirect adverse impact upon your interests. We agree, however, that your prospective consent to conflicting representation set forth in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained confidential information that, if known to our other client, could be used in the matter adverse to you and to your material disadvantage and we have not taken steps to screen such information from the lawyers representing the other client in the matter adverse to you prior to such lawyers learning any such information. You hereby consent to the firm taking any reasonable measures it deems appropriate to protect your confidential information from such disclosure or use, including the creation of a formal "ethical screen" in accordance with the firm's internal procedures for implementing such measures. Your alternative to giving this consent to our future representation of other clients in unrelated adverse matters is to retain any other counsel of your choosing to represent you in this matter.



### **Consent to In-House Attorney-Client Privilege**

From time to time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include, for example, conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise we seek the advice of our General Counsel or a member of the firm's Quality Assurance Committee, each of whom is knowledgeable, and has been given the responsibility within the firm for providing advice, in matters involving professional conduct. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been a few court decisions indicating that under some circumstances such conversations involve a conflict of interest between the client and the firm and that our consultation with the firm's counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with the firm's counsel.

We believe that it is in our clients' interest, as well as the firm's interest, that, in the event legal ethics or related issues arise during a representation, we are able to obtain appropriate advice promptly regarding our obligations. Accordingly, you agree that if we determine in our own discretion during the course of the representation that it is appropriate to consult with our firm counsel (either the firm's internal counsel or, if we choose, outside counsel) we have your consent to do so and that our contemporaneous representation of you shall not result in a waiver or invalidation of any attorney-client privilege that the firm has to protect the confidentiality of our communications with counsel.

### **Who Will Provide the Legal Services**

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area, or lawyers who are licensed in a state in which a particular issue arises, or for the purpose of providing services on an efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

### **How Fees Will Be Set**

In determining the amount to be charged for the legal services we provide to you we will consider:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

Among these factors, the time and effort required are typically weighted most heavily. We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

The hourly rates of our lawyers and legal assistants have an important bearing on the fees we charge. These rates are adjusted periodically to reflect current levels of legal experience, changes in overhead costs, and other market factors. These hourly rates may vary, depending on the client, the nature of the matters involved, or other circumstances.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services (for example, a simple business incorporation), upon request, we may quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client.

Any flat fee arrangement will be expressed in a letter that sets forth both the amount of the fee and the scope of the services to be provided. In undertaking representation of a client with a personal injury or wrongful death claim or certain other matters, we will, in appropriate circumstances, provide legal services on a contingent fee basis. Any such contingent fee arrangement must be reflected in a written contingent fee agreement.

We sometimes utilize the services of contract or temporary lawyers to assist in our work. Unless otherwise agreed with you in writing (such as in the case of a secondment with you), their work will be closely supervised by the responsible firm lawyers. We will bill for those services as legal services based on rates we have determined applicable and appropriate.

### **Additional Charges**

Typically, we will charge our clients not only for legal services rendered, and for our out-of-pocket expenses incurred, but also for other ancillary services provided. Examples include charges for in-house messenger deliveries, computerized research services, the use of our facsimile and photocopy machines, discovery data handling and hosting and litigation support services. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. For many of these items, the true cost of providing the service is difficult to establish. While we are constantly striving to maintain these charges at rates which are the same as or lower than those maintained by others in our markets, in some instances, the amounts charged exceed the actual costs to the firm. We would be pleased to discuss the specific schedule of charges for these additional services with you and to answer any questions that you may have. If you would prefer, in some situations we can arrange for these ancillary services to be provided by third parties with direct billing to you.

We will advance routine expenses for individual items that cost less than \$1,000 but will refer items that cost more directly to you for payment.

### **Retainer and Trust Deposits**

New clients of the firm are commonly asked to deposit a retainer with the firm. You hereby grant us a security interest in any retainer you deposit with us and in any funds we hold on your behalf to secure your obligations to us under this agreement. Typically, the retainer is equal to the fees and costs likely to be incurred during a two-month period. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased.

Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. As required by court rule or statute in each jurisdiction in which the firm has an office, your deposit will be placed in a pooled account if it is not expected to earn a significant net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. By court rule or statute in each of these jurisdictions, interest earned on the pooled account is payable to a charitable foundation or other non-profit entity established in accordance with such court rule or statute. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

### **Data Privacy**

You and we agree to comply with applicable data privacy and security laws. When required, you agree to obtain any necessary consents from individuals regarding the processing of their personal information, as defined in applicable laws, before transferring such information to us. You and we may enter into additional agreements governing the collection or processing of personal data as required by applicable laws. You consent to the use of our vendors for the secure processing and storage of your data in order for us to provide you with legal services. A list of such vendors and a summary of our security program can be found at <https://www.dwt.com/about?tab=security>.

### **Termination; Retention and Disposition of Documents**

You may terminate our representation at any time, with or without cause. Our right or obligation to terminate our representation is subject to the rules of professional conduct for the applicable jurisdiction in which we practice, which list several types of conduct or circumstances that require or permit us to withdraw from a representation, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, failure to cooperate, taking action contrary to our advice and conflict of interest with another client. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal and if we decide to withdraw, we usually give written notice of our withdrawal. In addition, you agree that our representation of you will terminate automatically if the contact information you have provided us becomes obsolete and we are unable to communicate with you or obtain direction from you regarding how to proceed on your behalf. If this happens, we will have no further obligation to act on your behalf even if that means deadlines may be missed which may adversely affect your interests.

Unless previously terminated by you or us, the attorney-client relationship will be considered terminated upon our completion of the specific matter or matters that we have been retained to handle on your behalf. You will not thereafter be considered a current client because you remain on a firm mailing list or have appointed an affiliate of the firm to serve as your registered agent or because the firm retains possession of certain of your papers or other property received in connection with the prior engagement or is identified as a required recipient of notices under a contract to which you are a party. If you later retain us to perform further or additional legal services, our attorney-client relationship will be revived subject to our standard terms of engagement in effect at that time.

Upon your request after the earlier of the termination of the attorney-client relationship or conclusion of the matter, we will return to you any original documents and other property you provided to the firm in connection with the matter. If you do not request your documents, unless you make written arrangements with us to the contrary (such as to retain your original will or other documents in our vault or otherwise), we reserve the right to destroy or otherwise dispose of them for various reasons, including the minimization of unnecessary storage expenses, or for no reason, without further notice to you at any time after ten years following the date of the final invoice to you with respect to the matter.

The remainder of the file pertaining to the matter will be retained by the firm and will remain its property. If, upon your request, we agree to provide you with copies of certain documents from our file pertaining to the matter, you agree to pay the copying costs.

You agree that for various reasons, including the minimization of unnecessary storage expenses, or for no reason, we may destroy or otherwise dispose of the firm's file pertaining to the matter at any time after ten years following the date of the final invoice to you with respect to the matter.

#### **Postengagement Matters**

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional legal advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

#### **Billing Arrangements and Terms of Payments**

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payment within 30 days after receiving our statement. Unpaid fees and disbursements accrue interest at the maximum rate permitted by state law (noncompounded), but not exceeding 1% per month from the beginning of the month in which they became overdue. (Where fees and disbursements are regularly paid out of a retainer deposit, no interest will be charged.)

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, you agree that we may withdraw from the representation and pursue collection of your account. You agree to pay the expenses of collecting the debt, including court costs, filing fees and reasonable attorneys' fees.

#### **Related Proceedings**

If any claim is brought against the firm or any of its personnel based on your negligence or misconduct; if we are asked to testify as a result of our representation of you; or if we must defend the confidentiality of our communications in any proceeding, you agree to reimburse us for any resulting costs, including for our time, calculated at the hourly rate for the particular individuals involved, even if our representation of you has terminated.

#### **Your Right to Arbitrate**

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the firm's managing partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. If a fee dispute is not readily resolved, you have the right to request arbitration under supervision of the bar associations for the jurisdictions in which we practice, and we agree to participate in that process.

Thank you for choosing Davis Wright Tremaine LLP to represent you in this matter.

**Davis Wright Tremaine LLP Office Locations**

**Anchorage**

188 West Northern Lights Blvd., Suite 1100  
Anchorage, Alaska 99503-3985  
TEL (907) 257-5300 FAX (907) 257-5399

**Portland**

560 SW Tenth Avenue, Suite 700  
Portland, Oregon 97205  
TEL (503) 241-2300 FAX (503) 778-5299

**Bellevue**

929 108th Avenue NE, Suite 1500  
Bellevue, Washington 98004-4786  
TEL (425) 646-6100 FAX (425) 646-6199

**Richmond**

4870 Sadler Road, Suite 301  
Glen Allen, Virginia 23060  
TEL (804) 762-5320 FAX (804) 762-5366

**Chicago**

300 North LaSalle Street, Suite 2200  
Chicago, Illinois 60654  
TEL (312) 820-5460 FAX (312) 820-5106

**San Francisco**

50 California Street, 23<sup>rd</sup> Floor  
San Francisco, California 94111  
TEL (415) 276-6500 FAX (415) 276-6599

**Culver City**

5870 West Jefferson Blvd., Suite H  
Los Angeles, California 90016  
TEL (310) 425-1000 FAX (310) 425-1099

**Seattle**

920 Fifth Avenue, Suite 3300  
Seattle, Washington 98104-1610  
TEL (206) 622-3150 FAX (206) 757-7700

**Los Angeles**

865 South Figueroa Street, Suite 2400  
Los Angeles, California 90017-2566  
TEL (213) 633-6800 FAX (213) 633-6899

**Washington, D.C.**

1301 K Street NW, Suite 500 East  
Washington, DC 20005  
TEL (202) 973-4200 FAX (202) 973-4499

**New York**

1185 Avenue of the Americas, 21<sup>st</sup> Floor  
New York, New York 10036  
TEL (212) 880-3999 FAX (212) 880-3998

1251 Avenue of the Americas, 21<sup>st</sup> Floor  
New York, New York 10020-1104  
TEL (212) 489-8230 FAX (212) 489-8340

# House Bill 2054

Introduced and printed pursuant to House Rule 12.00. Pre-session filed (at the request of House Interim Committee on Business and Labor **for Multnomah County Prosecuting Attorneys Association**)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Provides that district attorneys and deputy district attorneys qualify as police officers under Public Employees Retirement System.

## A BILL FOR AN ACT

**Relating to the status of district attorneys in the Public Employees Retirement System**; creating new provisions; and amending ORS 238.005.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** ORS 238.005 is amended to read:

238.005. For purposes of this chapter:

(1) "Active member" means a member who is presently employed by a participating public employer in a qualifying position and who has completed the six-month period of service required by ORS 238.015.

(2) "Annuity" means payments for life derived from contributions made by a member as provided in this chapter.

(3) "Board" means the Public Employees Retirement Board.

(4) "Calendar year" means 12 calendar months commencing on January 1 and ending on December 31 following.

(5) "Continuous service" means service not interrupted for more than five years, except that such continuous service shall be computed without regard to interruptions in the case of:

(a) An employee who had returned to the service of the employer as of January 1, 1945, and who remained in that employment until having established membership in the Public Employees Retirement System.

(b) An employee who was in the armed services on January 1, 1945, and returned to the service of the employer within one year of the date of being otherwise than dishonorably discharged and remained in that employment until having established membership in the Public Employees Retirement System.

(6) "Creditable service" means any period of time during which an active member is being paid a salary by a participating public employer and for which benefits under this chapter are funded by employer contributions and earnings on the fund. For purposes of computing years of "creditable service," full months and major fractions of a month shall be considered to be one-twelfth of a year and shall be added to all full years. "Creditable service" includes all retirement credit received by a member.

(7) "Earliest service retirement age" means the age attained by a member when the member could first make application for retirement under the provisions of ORS 238.280.

**NOTE:** Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 (8) "Employee" means a person who performs services for a participating public employer, in-  
2 cluding persons considered employees of a participating public employer under 26 U.S.C. 3121(d)(2),  
3 as in effect on December 31, 2019, and public officers. "Employee" does not include:

4 (a) Persons engaged as independent contractors.

5 (b) Seasonal, emergency or casual workers whose periods of employment with any public em-  
6 ployer or public employers do not total 600 hours in any calendar year.

7 (c) Persons provided sheltered employment or made-work by a public employer in an employment  
8 or industries program maintained for the benefit of such persons.

9 (d) Persons employed and paid from federal funds received under a federal program intended  
10 primarily to alleviate unemployment. However, any such person shall be considered an "employee"  
11 if not otherwise excluded by paragraphs (a) to (c) of this subsection and the public employer elects  
12 to have the person so considered by an irrevocable written notice to the board.

13 (e) Persons who are employees of a railroad, as defined in ORS 824.020, and who, as such em-  
14 ployees, are included in a retirement plan under federal railroad retirement statutes. This paragraph  
15 shall be deemed to have been in effect since the inception of the system.

16 (f) Persons employed in positions classified as post-doctoral scholar positions by a public uni-  
17 versity listed in ORS 352.002, or by the Oregon Health and Science University, under ORS 350.370.

18 (9) "Final average salary" means whichever of the following is greater:

19 (a) The average salary per calendar year paid by one or more participating public employers to  
20 an employee who is an active member of the system in three of the calendar years of membership  
21 before the effective date of retirement of the employee, in which three years the employee was paid  
22 the highest salary. The three calendar years in which the employee was paid the largest total salary  
23 may include calendar years in which the employee was employed for less than a full calendar year.  
24 If the number of calendar years of active membership before the effective date of retirement of the  
25 employee is three or fewer, the final average salary for the employee is the average salary per cal-  
26 endar year paid by one or more participating public employers to the employee in all of those years,  
27 without regard to whether the employee was employed for the full calendar year.

28 (b) One-third of the total salary paid by a participating public employer to an employee who is  
29 an active member of the system in the last 36 calendar months of active membership before the ef-  
30 fective date of retirement of the employee.

31 (10) "Firefighter" does not include a volunteer firefighter, but does include:

32 (a) The State Fire Marshal, the chief deputy fire marshal and deputy state fire marshals;

33 (b) An employee of the State Fire Marshal whose primary duties include fire investigation, fire  
34 prevention, fire safety, fire control or fire suppression;

35 (c) An employee of the State Forestry Department who is certified by the State Forester as a  
36 professional wildland firefighter and whose primary duties include the abatement of uncontrolled  
37 fires as described in ORS 477.064; and

38 (d) An employee of the Oregon Military Department whose primary duties include fighting  
39 structural, aircraft, wildland or other fires.

40 (11) "Fiscal year" means 12 calendar months commencing on July 1 and ending on June 30 fol-  
41 lowing.

42 (12) "Fund" means the Public Employees Retirement Fund.

43 (13) "Inactive member" means a member who is not employed in a qualifying position, whose  
44 membership has not been terminated in the manner described by ORS 238.095 and who is not retired  
45 for service or disability.

1 (14) "Institution of higher education" means a public university listed in ORS 352.002, the  
2 Oregon Health and Science University and a community college, as defined in ORS 341.005.

3 (15) "Member" means a person who has established membership in the system and whose mem-  
4 bership has not been terminated as described in ORS 238.095. "Member" includes active, inactive  
5 and retired members.

6 (16) "Member account" means the regular account and the variable account.

7 (17) "Normal retirement age" means:

8 (a) For a person who establishes membership in the system before January 1, 1996, as described  
9 in ORS 238.430, 55 years of age if the employee retires at that age as a police officer or firefighter  
10 or 58 years of age if the employee retires at that age as other than a police officer or firefighter.

11 (b) For a person who establishes membership in the system on or after January 1, 1996, as de-  
12 scribed in ORS 238.430, 55 years of age if the employee retires at that age as a police officer or  
13 firefighter or 60 years of age if the employee retires at that age as other than a police officer or  
14 firefighter.

15 (18) "Pension" means annual payments for life derived from contributions by one or more public  
16 employers.

17 (19) "Police officer" includes:

18 (a) Employees of institutions defined in ORS 421.005 as Department of Corrections institutions  
19 whose duties, as assigned by the Director of the Department of Corrections, include the custody of  
20 persons committed to the custody of or transferred to the Department of Corrections and employees  
21 of the Department of Corrections who were classified as police officers on or before July 27, 1989,  
22 whether or not such classification was authorized by law.

23 (b) Employees of the Department of State Police who are classified as police officers by the  
24 Superintendent of State Police.

25 (c) Employees of the Oregon Liquor and Cannabis Commission who are classified as regulatory  
26 specialists by the administrator of the commission.

27 (d) Sheriffs and those deputy sheriffs or other employees of a sheriff whose duties, as classified  
28 by the sheriff, are the regular duties of police officers or corrections officers.

29 (e) Police chiefs and police personnel of a city who are classified as police officers by the  
30 council or other governing body of the city.

31 (f) Police officers who are commissioned by a university under ORS 352.121 or 353.125 and who  
32 are classified as police officers by the university.

33 (g) Parole and probation officers employed by the Department of Corrections, parole and pro-  
34 bation officers who are transferred to county employment under ORS 423.549 and adult parole and  
35 probation officers, as defined in ORS 181A.355, who are classified as police officers for the purposes  
36 of this chapter by the county governing body. If a county classifies adult parole and probation offi-  
37 cers as police officers for the purposes of this chapter, and the employees so classified are repres-  
38 ented by a labor organization, any proposal by the county to change that classification or to cease  
39 to classify adult parole and probation officers as police officers for the purposes of this chapter is  
40 a mandatory subject of bargaining.

41 (h) Police officers appointed under ORS 276.021 or 276.023.

42 (i) Employees of the Port of Portland who are classified as airport police by the Board of Com-  
43 missioners of the Port of Portland.

44 (j) Employees of the State Department of Agriculture who are classified as livestock police of-  
45 ficers by the Director of Agriculture.



1 (k) Employees of the Department of Public Safety Standards and Training who are classified by  
 2 the department as other than secretarial or clerical personnel.

3 (L) Investigators of the Criminal Justice Division of the Department of Justice.

4 (m) Corrections officers as defined in ORS 181A.355.

5 (n) Employees of the Oregon State Lottery Commission who are classified by the Director of the  
 6 Oregon State Lottery as enforcement agents pursuant to ORS 461.110.

7 (o) The Director of the Department of Corrections.

8 (p) An employee who for seven consecutive years has been classified as a police officer as de-  
 9 fined by this section, and who is employed or transferred by the Department of Corrections to fill  
 10 a position designated by the Director of the Department of Corrections as being eligible for police  
 11 officer status.

12 (q) An employee of the Department of Corrections classified as a police officer on or prior to  
 13 July 27, 1989, whether or not that classification was authorized by law, as long as the employee  
 14 remains in the position held on July 27, 1989. The initial classification of an employee under a sys-  
 15 tem implemented pursuant to ORS 240.190 does not affect police officer status.

16 (r) Employees of a school district who are appointed and duly sworn members of a law  
 17 enforcement agency of the district as provided in ORS 332.531 or otherwise employed full-time as  
 18 police officers commissioned by the district.

19 (s) Employees at youth correction facilities and juvenile detention facilities under ORS 419A.050,  
 20 419A.052 and 420.005 to 420.915 who are required to hold valid Oregon teaching licenses and who  
 21 have supervisory, control or teaching responsibilities over juveniles committed to the custody of the  
 22 Department of Corrections or the Oregon Youth Authority.

23 (t) Employees at youth correction facilities as defined in ORS 420.005 whose primary job de-  
 24 scription involves the custody, control, treatment, investigation or supervision of juveniles placed  
 25 in such facilities.

26 (u) Employees of the Oregon Youth Authority who are classified as juvenile parole and pro-  
 27 bation officers.

28 (v) Employees of the Department of Human Services who are prohibited from striking under ORS  
 29 243.726 and whose duties include the care of residents of residential facilities, as defined in ORS  
 30 443.400, that house individuals with intellectual or developmental disabilities.

31 (w) Employees appointed as judicial marshals under ORS 1.177 who are certified under ORS  
 32 181A.540.

33 **(x) District attorneys and deputy district attorneys.**

34 (20) "Prior service credit" means credit provided under ORS 238.442 or under ORS 238.225 (2)  
 35 to (6) (1999 Edition).

36 (21) "Public employer" means the state, one of its agencies or any city, county, municipal or  
 37 public corporation, political subdivision of the state or instrumentality thereof, or an agency created  
 38 by one or more such governmental organizations to provide governmental services. For purposes of  
 39 this chapter, such agency created by one or more governmental organizations is a governmental  
 40 instrumentality and a legal entity with power to enter into contracts, hold property and sue and be  
 41 sued.

42 (22) "Qualifying position" means one or more jobs with one or more participating public em-  
 43 ployers in which an employee performs 600 or more hours of service in a calendar year, excluding  
 44 any service in a job for which a participating public employer does not provide benefits under this  
 45 chapter pursuant to an application made under ORS 238.035.

1 (23) "Regular account" means the account established for each active and inactive member un-  
2 der ORS 238.250.

3 (24) "Retired member" means a member who is retired for service or disability.

4 (25) "Retirement credit" means a period of time that is treated as creditable service for the  
5 purposes of this chapter.

6 (26)(a) "Salary" means the remuneration paid an employee in cash out of the funds of a public  
7 employer in return for services to the employer, plus the monetary value, as determined by the  
8 Public Employees Retirement Board, of whatever living quarters, board, lodging, fuel, laundry and  
9 other advantages the employer furnishes the employee in return for services.

10 (b) "Salary" includes but is not limited to:

11 (A) Payments of employee and employer money into a deferred compensation plan, which are  
12 deemed salary paid in each month of deferral;

13 (B) The amount of participation in a tax-sheltered or deferred annuity, which is deemed salary  
14 paid in each month of participation;

15 (C) Retroactive payments described in ORS 238.008; and

16 (D) Wages of a deceased member paid to a surviving spouse or dependent children under ORS  
17 652.190.

18 (c) "Salary" or "other advantages" does not include:

19 (A) Travel or any other expenses incidental to employer's business which is reimbursed by the  
20 employer;

21 (B) Payments for insurance coverage by an employer on behalf of employee or employee and  
22 dependents, for which the employee has no cash option;

23 (C) Payments made on account of an employee's death;

24 (D) Any lump sum payment for accumulated unused sick leave;

25 (E) Any accelerated payment of an employment contract for a future period or an advance  
26 against future wages;

27 (F) Any retirement incentive, retirement severance pay, retirement bonus or retirement  
28 gratuitous payment;

29 (G) Payments for periods of leave of absence after the date the employer and employee have  
30 agreed that no future services qualifying pursuant to ORS 238.015 (3) will be performed, except for  
31 sick leave and vacation;

32 (H) Payments for instructional services rendered to public universities listed in ORS 352.002 or  
33 the Oregon Health and Science University when such services are in excess of full-time employment  
34 subject to this chapter. A person employed under a contract for less than 12 months is subject to  
35 this subparagraph only for the months to which the contract pertains;

36 (I) Payments made by an employer for insurance coverage provided to a domestic partner of an  
37 employee;

38 (J) Compensation described and authorized under ORS 341.556 that is not paid by the community  
39 college employing the faculty member;

40 (K) Compensation described and authorized under ORS 352.232 that is not paid by the public  
41 university employing the officer or employee;

42 (L) Compensation described and authorized under ORS 353.270 that is not paid by Oregon Health  
43 and Science University; or

44 (M) For years beginning on or after January 1, 2020, any amount in excess of \$195,000 for a  
45 calendar year. If any period over which salary is determined is less than 12 months, the \$195,000

1 limitation for that period shall be multiplied by a fraction, the numerator of which is the number  
2 of months in the determination period and the denominator of which is 12. On January 1 of each  
3 year, the board shall adjust the dollar limit provided by this subparagraph to reflect any percentage  
4 changes in the Consumer Price Index for All Urban Consumers, West Region (All Items), as pub-  
5 lished by the Bureau of Labor Statistics of the United States Department of Labor.

6 (27) "School year" means the period beginning July 1 and ending June 30 next following.

7 (28) "System" means the Public Employees Retirement System.

8 (29) "Variable account" means the account established for a member who participates in the  
9 Variable Annuity Account under ORS 238.260.

10 (30) "Vested" means being an active member of the system in each of five calendar years.

11 (31) "Volunteer firefighter" means a firefighter whose position normally requires less than 600  
12 hours of service per year.

13 **SECTION 2. (1) The amendments to ORS 238.005 by section 1 of this 2023 Act apply only**  
14 **to a person who:**

15 **(a) Is employed as a district attorney or a deputy district attorney on the effective date**  
16 **of this 2023 Act; or**

17 **(b) Becomes employed as a district attorney or a deputy district attorney after the ef-**  
18 **fective date of this 2023 Act.**

19 **(2) A person who is employed as a district attorney or a deputy district attorney on or**  
20 **after the effective date of this 2023 Act is entitled to service under the Public Employees**  
21 **Retirement System as a police officer only for service performed as a district attorney or a**  
22 **deputy district attorney on or after the effective date of this 2023 Act.**

23

**FISCAL IMPACT OF PROPOSED LEGISLATION**

**Measure: HB 2054 - A**

82nd Oregon Legislative Assembly – 2023 Regular Session

Legislative Fiscal Office

*Only Impacts on Original or Engrossed Versions are Considered Official*

Prepared by: Tim Walker

Reviewed by: Amanda Beitel, John Borden

Date: 06/08/2023

**Measure Description:**

Provides that district attorneys and deputy district attorneys qualify as police officers under Public Employees Retirement System.

**Government Unit(s) Affected:**

Counties, District Attorneys, Public Employees Retirement System

**Summary of Fiscal Impact:**

Costs related to the measure may require budgetary action - See analysis.

**Summary of Expenditure Impact:**

See analysis.

**Analysis:** The measure would add Deputy District Attorneys (DDA) to the Police Officer and Firefighter (P&F) definition under Public Employees Retirement System (PERS) statute (ORS 238.005(19)), making them eligible for the retirement benefits afforded to individuals who qualify as a Police Officer or Firefighter. Under current law, this classification qualifies for General Service retirement benefits or equivalent benefits for select counties discussed below.

Funding for District Attorneys (DA) offices is hybrid. The state funds the compensation of the 36 DA positions while counties are responsible for funding an estimated 430 DDA positions for a total of 466 positions. However, the total number of positions is subject to change based on the actual number of DDAs hired. Apart from state funding, 24 counties have elected to provide supplemental compensation for their elected DA with the remaining counties providing no supplement. No current estimate exists for the amount counties pay in supplemental compensation, which would include Other Payroll Expenses, such as PERS employer contributions funded by counties.

In addition, ORS 237.620(5) states that a public employer of police officers or firefighters does not have to provide PERS benefits if the public employer provides retirement benefits that are equal to or better (ETOB) than the retirement benefits they would have under PERS. Four counties have been determined by PERS to have ETOB (Morrow, Tillamook, Union, and Wheeler. Note: Morrow County transitioned to become a PERS-covered employer for all employees hired after Summer 2020).

Statewide

For the counties participating in PERS, the estimated fiscal impact of this measure would be \$3.2 million in total funds, or by about one percent of PERS-eligible payroll costs, to reclassify 420 (vs. the 466 positions the Legislative Fiscal Office estimates) DDA from general service to a P&F retirement benefit plan. PERS has estimated that the average employer contribution rate for DAAs would increase by 0.2%, from 21.1% to 21.3%. This estimate was calculated by the PERS in-house Actuarial Services Section based on Bureau of Labor Statistics (BLS) data for attorney salaries and therefore serves only as an initial estimate, as PERS does not have position classification data for DDA positions and therefore had to utilize the BLS surrogate data for estimating purposes. In addition, PERS was also unable to use specific benefit plan data for each DDA position to determine the actual

impact (i.e., Tier 1, Tier 2, and Oregon Public Service Retirement Plan). A similar calculation for the four ETOB counties is not currently available and therefore is indeterminate.

#### Counties

Under this measure, counties would have a funding obligation associated with the increase in PERS employer contributions for DDAs. There is currently no discrete estimate of these costs, and therefore are indeterminate.

#### Public Employees Retirement System

PERS estimates the fiscal impact to PERS would be \$120,000 Other Funds for accounting services, but excluding possible additional programming changes, which is anticipated to have a minimal fiscal impact. ORS 238.610 directs that the administrative operations expenses for the agency are to be paid from earnings on the Public Employees Retirement Fund or, in years when such earnings are insufficient, through a direct charge to participating public employers.

There are several different federal definitions for “public safety officer,” which is the federal equivalent of P&F. Because individuals are designated as P&F under the PERS statute does not necessarily mean they are also P&F under federal tax law definitions. When a group of PERS P&F members who are not eligible under the federal definition is added to the state definition, the agency must spend resources to track them separately for compliance purposes.

## AGENDA ITEM REQUEST



**Date:**

April 4, 2024

**Meeting date desired:**

April 10, 2024

**Subject:**

To consider the status of Andy Parks contract

**Background and policy implications:**

To review performance as stated in contract

**Budget/fiscal impacts:**

None

**Requested by:**

Susan Hermreck

**Presenters:**

Susan Hermreck

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

Aaron Landeau

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