



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, July 19, 2017 – 10:00 A.M.

Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

AGENDA

*Items may be taken out of sequence to accommodate staff availability and the public.
For public comment, a completed speaker's slip must be submitted prior to start of the meeting.*

CALL TO ORDER & PLEDGE OF ALLEGIANCE

1. AGENDA AMENDMENTS (5 Minutes)

2. APPROVAL OF AGENDA

3. ANNOUNCEMENTS (5 Minutes)

- A. July 26, 2017 Board of Commissioners' Workshop at 10AM Wild Rivers Coast Alliance Presentation – Commissioners' Hearing Room
- B. July 26 – 29, 2017 Curry County Fair at 10AM daily -- Fair Grounds
- C. August 2, 2017 Board of Commissioners' General Meeting at 10AM –Commissioners' Hearing Room
- D. Vacancy on Mountain Drive Special Road District Board

4. PUBLIC COMMENTS (3 minutes per person; 30 minute limit for all public comment)

5. CONSENT CALENDAR

- A. Approval 16th Amendment 148007 Oregon Health Authority (OHA) (5 minutes)
- B. Airport Lease Hangar 1E (3 minutes)
- C. Order Correcting Scrivener's Error for R2017-11 (2 minutes)
- D. Order Correcting Scrivener's Error for R2017-12 (2 minutes)
- E. Order Correcting Scrivener's Error for Zoning Ordinance Number (3 minutes)
- F. Lobster Creek Host 2017 (3 minutes)
- G. Reciprocal Building Inspection Services with Brookings (5 minutes)
- H. Personnel Action Done by Sheriff (3 minutes)
- I. Monthly Report June 2017 (5 minutes)
- J. Surveyor Monthly Report for June, 2017 (5 minutes)

6. PUBLIC HEARING AT 10:30AM

- A. Stuart Woods Architect Brookings Head Start (10 minutes)

7. ADMINISTRATIVE ACTIONS/APPOINTMENTS

- A. Stuart Woods Architect Brookings Head Start (10 minutes)
- B. Architect Expense Contribution Agreement Brookings Head Start (10 minutes)
- C. Acquisition Letter SWOCC Brookings Head Start (10 minutes)

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541.247.3296 if you have questions regarding this notice.

- D. Selection of a CPA Firm to Provide Audit Services (30 minutes)
- E. Adoption of New Position Description Interim County Administrator (5 minutes)

8. PRESENTATIONS

None

9. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS

None

10. NEW BUSINESS

- A. South County Health Services Multi-Jurisdiction Workshop (15 minutes)

11. OLD BUSINESS

- A. Title III SRS Public Notice -- Request for Project Applications (5 minutes)
- B. Recruiting Interim County Administrator Continuing Discussion (10 minutes)
- C. Continuing Discussion of Elected Official Travel Policy (15 minutes)

12. COMMISSIONER UPDATES/LIAISON & DEPARTMENT ACTIVITY REPORTS

13. EXECUTIVE SESSION 192.660 (2) (30 minutes)

- A. (e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
- B. (f) To consider information or records that are exempt by law from public inspection.

14. ADJOURN

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US

AGENDA ITEM TITLE: Approval of the 16th Amendments to OHA Agreement for Public Health Financing #148007 with signature authority to the Curry Community Health CEO, Ken Dukek.

AGENDA DATE^a: 7/12/17 **DEPARTMENT:** CCH **TIME NEEDED:** 5 minutes

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Ken Dukek **PHONE/EXT:** 373-8012 **TODAY'S DATE:** 7/3/17

BRIEF BACKGROUND OR NOTE^b: A statutory change requires the County, and not CCH, to be the Local Public Health Authority (LHPA) for purposes of governance. This amendment changes the LHPA from CCH to the County for governance, but maintains the County's authority to contract for services to CCH. It also amends the agreement to recognize the most recent state payment installment.

^bIndicate if more than one copy to be signed

FILES ATTACHED:**SUBMISSION TYPE:** Agreement

(1)#148007 - 16th Amendment

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:

☒ No Additional Activity Required

OR

- ☐ File with County Clerk
☐ Send Printed Copy to:
☐ Email a Digital Copy to:
☐ Other

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW**EVALUATION CRITERIA:**

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Consent Calendar

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes ☒ No ☐
(If Yes, brief detail) Amends contract for LHPA community health functions recognizes state payment

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Court Boice Yes ☐ No ☐
Commissioner Thomas Huxley Yes ☐ No ☐

Commissioner Susan Gold

Yes ☐ No ☐

Not applicable to Sheriff's Department since they do not have a liaison ☐

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Agreement #148007

**SIXTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

This Sixteenth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Curry County (“County”), and Curry Community Health (“CCH”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Curry County.

RECITALS to this AMENDMENT

WHEREAS, OHA, County and CCH wish to modify certain Program Element Descriptions set forth in Exhibit B of the Agreement;

WHEREAS, OHA, County and CCH wish to add the initial financial assistance award for fiscal year 2018 to the existing Financial Assistance Award for Fiscal years 2015 through 2017 set forth in Exhibit C of the Agreement;

WHEREAS, OHA, County and CCH wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

WHEREAS, Curry County had designated its Local Public Health Authority to CCH under the authority of *former* ORS 431.375, *repealed by* Oregon Laws 2015, c. 736, § 113, operative Jan. 1, 2016.

WHEREAS, under ORS 431.003(7) a Local Public Health Authority can only be: (a) A county government; (b) A health district formed under ORS 431.443; or (c) An intergovernmental entity that provides public health services pursuant to an agreement entered into under ORS 190.010 (5).

WHEREAS, County has established and proposes during the term of this Agreement and pursuant to a Provider Contract with CCH (the “County-CCH Agreement”), to operate or contract for the operation of public health programs in Curry County in accordance with the policies, procedures, and administrative rules of OHA.

WHEREAS, the parties recognize that the Oregon and Federal Constitutions (Or Const Art I, § 21; US Constitution Art I, § 10, cl 1) prohibit any law from impairing a contract. However, because the parties wish to now amend to extend the Agreement past its original expiration date of June 30, 2017, the parties must comply with the Oregon Laws 2015, c. 736, § 113, operative Jan. 1, 2016 that repealed the County’s authority to delegate its LPHA to a nonprofit corporation in order to now execute this amendment.

WHEREAS, Exhibit E, Section 4, of the Agreement says:

Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a “Provider”) through a contract (a “Provider Contract”).

The parties believe that while the Program Elements mention how the LPHA, by name, shall perform many projects, the LPHA can still, consistent with ORS 431.413(3), “contract with a person to perform *** all public health services and activities, that the Local Public Health Authority is required to perform under ORS 431.001 to 431.550 and 431.990 *** except *** related to governance.” Thus, the parties intend that the County, as the

LPHA, within this Amendment, will be considered to enter into a Provider Contract with CCH for all the Program Elements listed in Exhibit B for the entire area of the Curry County (“LPHA’s Service Area”).

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The Agreement is amended as follows:

- a. The Opening paragraph of the Agreement is amended as follows: (deleted text is indicated by ~~strikethrough~~, added text is **bold** and underlined:**

This Oregon Health Authority 2015-2017 Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”), **and** Curry County (“County” **or “LPHA”**), and Curry Community Health, an Oregon non-profit corporation (“**CCH**LPHA”), ~~the entity County has contracted with,~~ pursuant to ORS 431.375(2), to act as the local public health authority in County.

- b. The Recitals from the Original Agreement are hereby amended as follows: (deleted text is indicated by ~~strikethrough~~, added text is **bold** and underlined.)**

~~WHEREAS, in accordance with ORS 431.375(2), County has contracted with LPHA to act as the local public health authority in County (“LPHA’s Service Area”).~~

~~WHEREAS, ORS 431.375 authorizes OHA and LPHA (as County’s contracted local public health authority) to collaborate and cooperate in providing for basic public health services, and in maintaining and improving public health services in County;~~

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse to local public health authorities, funds made available for public health purposes;

~~WHEREAS, LPHA has established and proposes, during the term of this Agreement and pursuant to its contract with County (the “County LPHA Contract”), to operate or contract for the operation of public health programs in County in accordance with the policies, procedures, and administrative rules of OHA;~~

~~WHEREAS, County and LPHA have requested that OHA provide financial assistance to LPHA to operate or contract for the operation of public health programs in County;~~

~~WHEREAS, because LPHA is a private entity, County must retain ultimate control and oversight of LPHA’s operation of public health programs in County;~~

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, including but not limited to County’s performance of its control and oversight duties set forth herein, to provide financial assistance to LPHA to operate or contract for the operation of public health programs in County.

- c. Section 1 Effective Date and Duration to change the current expiration date of the Agreement from “June 30, 2017” to “December 31, 2017.”**
- d. Exhibit B “Program Element Descriptions” all Program Elements are hereby superseded and replaced in their entirety as set forth in Attachment A attached hereto and incorporated by this reference.**
- e. Exhibit C “Financial Assistance Award”, Section 1 only is amended to add the Financial Assistance Award for the period Fiscal Year 2018 for the period of July 1, 2017 through December 31, 2017 as set forth in Attachment B attached hereto and incorporated herein by this**

reference. Attachment B must be read in conjunction with Section 4 of Exhibit B, entitled “Explanation of Financial Assistance Award” of the Agreement.

- f. Exhibit E, Section 2,b.(iv), is deleted in its entirety.
 - g. Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
- 2. CCH shall perform all the Program Elements listed in Exhibit B, shall comply with all the terms of a Provider, and shall be considered to have entered into a Provider Contract by execution of this Amendment.
- 3. County shall perform all statutorily required governance actions of an LPHA.
- 4. County represents and warrants to OHA that the representations and warranties of County set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.
- 7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

8. This Amendment becomes effective on July 1, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

APPROVED:

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CURRY COUNTY (COUNTY OR LPHA)

By: _____
Name: _____
Title: _____
Date: _____

CURRY COMMUNITY HEALTH (CCH)

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form -approved by Steven Marlowe, Senior Assistant Attorney General, by email on June 28, 2017. A copy of the emailed approval is on file at OCP.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: _____

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By: _____
Name: Tammy L. Hurst, OPBC, OCAC
Title: Contract Specialist
Date: _____

ATTACHMENT A

Program Element Descriptions

Program Element #01: State Support for Public Health (SSPH)

1. **Purpose of State Support for Public Health Services (SSPH).** State Support for Public Health (SSPH) funds awarded to LPHA must only be used in accordance with and subject to the requirements and limitations set forth below to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.
2. **Definitions Specific to SSPH**
 - a. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted from one person or animal to another person, either by direct contact or through an intermediate host, vector or inanimate object, and that may result in illness, death or severe disability.
 - b. **Conference of Local Health Officials ("CLHO") Standards for Communicable Disease Control or CLHO Standards for Communicable Disease Control:** Minimum standards for local health department services for the control of Communicable Diseases as adopted by CLHO in June 2008, available online at:
<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Documents/RESOURCES/2008%20v%20II%20with%20administrator%20MINIMUM%20STANDARDS%20HEALTH%20DEPTCombined903.pdf> and in accordance with OAR 333 Division 14.
3. **Standards for Program Operations.**
 - a. LPHA must operate its Communicable Disease program in accordance with the CLHO Standards for Communicable Disease Control and the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
 - b. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the outbreak of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information regarding the outbreak to OHA as prescribed in OHA CD Investigative Guidelines available at:
<http://public.health.oregon.gov/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/REPORTINGCOMMUNICABLEDISEASE/Pages/index.aspx>
4. **Reporting Requirements.** LPHA must complete and submit to OHA, no later than August 25 of each fiscal year, an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement.

Program Element #03 - Tuberculosis Services**1. Description.**

ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, as supplemental funds to support LPHA’s TB investigation and control efforts. The funds provided under this Agreement for this Program Element are not intended to be the sole funding for LPHA’s TB investigation and control program.

2. Definitions Specific to TB Services.

- a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with active TB disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for active TB and based on a diagnostic evaluation of the individual.
- b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. **Associated Cases:** Additional cases of TB disease discovered while performing a contact investigation.
- d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or latent TB infection.
- e. **Case:** A case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in the Department’s Investigative Guidelines.
- f. **Cohort Review:** A systematic review of the management of patients with TB disease and their contacts. The “cohort” is a group of TB cases counted (confirmed as cases) over 3 months. The cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB cases are reviewed in a group with the information presented by the case manager.
- g. **Contact:** An individual who was significantly exposed to an infectious case of active TB disease.
- h. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the county) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
- i. **Evaluated (in context of contact investigation):** A contact received a complete TB symptom review and tests as described in the Department’s Investigative Guidelines.
- j. **Interjurisdictional Transfer:** A suspected TB case, TB case or contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- k. **Investigative Guidelines:** Department guidelines, which are incorporated herein by this reference are available for review at:
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.

- l. Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- m. Medical Evaluation:** A complete medical examination of an individual for tuberculosis including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
- n. Suspected Case:** A suspected case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in the Department's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- o. TB Case Management:** Dynamic and systematic management of a case of TB where a person, known as a case manager, is assigned responsibility for the management of an individual TB case to ensure completion of treatment. TB Case Management requires a collaborative approach to providing and coordinating health care services for the individual. The case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing contact investigations and following infected contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. Procedural and Operational Requirements.

- a.** LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement: Tuberculosis Case Management Services, as defined above and further described below and in the Department's Investigative Guidelines.
- b. Tuberculosis Case Management Services.** LPHA's TB Case Management Services must include the following minimum components:
 - (1)** LPHA must investigate and monitor treatment for each case and suspected case of active TB disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
 - (2)** LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having active TB disease, to receive appropriate medical examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and medical examination, as necessary.
 - (3)** LPHA must provide medication for the treatment of TB to all individuals who reside in LPHA's jurisdiction and who have TB but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
 - (4)** DOT is the standard of care for the treatment of TB. Cases of TB disease should be treated via DOT. If DOT is not utilized, The Department's TB Program must be consulted.
 - (5)** The Department's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.

- (6) LPHA may assist the patient in completion of treatment by utilizing the below methods. Methods to ensure adherence should be documented.
 - (a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
 - (b) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
- (7) With respect to each case of TB within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA shall perform a contact investigation to identify contacts, associated cases and source of infection. The LPHA must evaluate all located contacts, or confirm that all located contacts were advised of their risk for TB infection and disease.
- (8) The LPHA must offer or advise each located contact identified with TB infection or disease, or confirm that all located contacts were offered or advised, to take appropriate therapy and shall monitor each contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- c. If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA shall use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.
- d. The LPHA will present TB cases through participation in the quarterly cohort review. If the LPHA is unable to present the TB case at the designated time, other arrangements shall be made in collaboration with the Department.
- e. The LPHA will accept Class B waivers and interjurisdictional transfers for evaluation and follow-up, as appropriate for LPHA capabilities.

4. Reporting Obligations and Periodic Reporting Requirements. LPHA shall prepare and submit the following reports to the Department:

- a. LPHA shall notify the Department's TB Program of each case or suspected case of active TB disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA shall, within 5 business days of a status change of a suspected case of TB disease previously reported to the Department, notify the Department of the change. A change in status occurs when a suspected case is either confirmed to have TB disease or determined not to have TB Disease. The LPHA shall utilize the Department's "TB Disease Case Report Form" and ORPHEUS for this purpose. After a case of TB disease has concluded treatment, case completion information shall be sent to the Department's TB Program utilizing the "TB Disease Case Report Form" and ORPHEUS within 5 business days of conclusion of treatment.
- b. LPHA shall submit data regarding contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.

5. **Performance Measures.** If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA shall operate its program in a manner designed to achieve the following national TB performance goals:
- a. For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, **93.0% will complete treatment within 12 months.**
 - b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be elicited for contacts.**
 - c. For contacts of sputum AFB smear-positive TB cases, **93.0% will be evaluated for infection and disease.**
 - d. For contacts of sputum AFB smear-positive TB cases with newly diagnosed latent TB infection (LTBI), **88.0% will start treatment.**
 - e. For contacts of sputum AFB smear-positive TB cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment.**
 - f. For TB cases in patients ages 12 years or older with a pleural or respiratory site of disease, **95% will have a sputum culture result reported.**

Program Element #10: - Sexually Transmitted Disease (STD) Client Services

1. **Description.** Resources provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to deliver Sexually Transmitted Disease (STD) related client services to protect the health of Oregonians from infectious disease and to prevent the long-term adverse consequences of failing to identify and treat STDs. Services may include, but are not limited to, case finding and disease surveillance, partner services, medical supplies, health care provider services, examination rooms, clinical and laboratory diagnostic services, treatment, prevention, intervention, education activities, and medical follow-up.
2. **Report Process:**
 - a. LPHA shall review laboratory and health care provider case reports by the end of the calendar week in which initial laboratory or physician report is made. All confirmed and presumptive cases shall be reported to the Public Health Division HIV/ STD/TB (HST) Program by recording the case in the Oregon Public Health Epi User System (ORPHEUS), the State's online integrated disease reporting system. If LPHA is unable to record case directly into ORPHEUS, they may fax a completed case report form to HST.

Paper case report forms for some STDs can be found online at:
<https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingForms/Pages/index.aspx> .

LPHA may choose to fax their own case report form provided it includes the minimum information required to be collected by the case entry layout in ORPHEUS.
 - b. **Reportable STDs:** A reportable STD is the diagnosis of an individual infected with any of the following infections or syndromes: Chancroid, Chlamydia, Gonorrhea, acute Pelvic Inflammatory Disease, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS 433.045.
3. **Type of Resources.** OHA may provide, pursuant to this Agreement, any or all of the types of resources described below to assist LPHA in delivering STD client services. The resources may include:
 - a. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such in-kind resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives in-kind resources under this Agreement in the form of medications for treating STDs, the LPHA shall use those medications to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340-B Drug Pricing Program." In the event of a non-STD related emergency, with notification to the STD program, the LPHA may use these medications to address the emergent situation.

- b. Technical Assistance Resources:** Those services of a OHA Disease Intervention Specialist (DIS), that OHA makes available to LPHA to support the LPHA's delivery of STD client services which include advice, training, problem solving and consultation in applying standards, protocols, investigative and/or treatment guidelines to STD case work and partner services follow-up.

The LPHA determines priorities and activities of its STD case work. DIS assignments are not for routine staffing or casework and DIS are not available for conducting field work that LPHA has determined is not allowable for LPHA staff.

Services of a DIS may include onsite provision of shadowing and demonstration opportunities as a learning tool for STD case work and/or partner services follow-up, as well as field assistance. Field assistance may be requested after one or more of the following criteria has been met: 1) Three documented attempts have been made to gather further information from a provider related to demographics, risk, screening and/or treatment, 2) Three documented attempts have been made to locate client that meets the criteria of a priority case and 3) Case is unusual, challenging, or potentially risky and collaborative work on the case is needed. This also includes instances where there may be a suspected or confirmed STD outbreak.

- c. Definition of STD Outbreak:** The occurrence of an increase in cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the individual LPHA and OHA, exceeds the expected routine capacity of the LPHA to address the outbreak.

4. Procedural and Operational Requirements. All STD related client services supported in whole or in part with resources provided to LPHA under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- a.** LPHA acknowledges and agrees that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential outbreaks of STDs within LPHA's service area, for preventing the incidence of STDs within LPHA's service area, and for reporting in a timely manner (as in 2.a.) the incidence of reportable STDs within LPHA's service area.
- b.** LPHA must provide or refer client for STD services in response to an individual seeking such services from LPHA. STD client services consist of screening individuals for reportable STDs and treating individuals infected with reportable STDs and their sexual partners for the disease.
- c.** As required by applicable law, LPHA must provide STD client services including case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
 - (1) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
 - (2) "OHA Investigative Guidelines for Notifiable Diseases" which can be found at: <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx> ; and
 - (3) Oregon Revised Statutes (ORS) 433.045.

- d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat individuals infected with, or suspected of having reportable STDs or to treat the sex partners of individuals infected with reportable STDs, subject to the following requirements:
- (1) The medications must be provided at no cost to the individuals receiving treatment;
 - (2) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed;
 - (3) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use; and
 - (4) LPHA shall only use “340-B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding “340-B Drug Pricing Program”.
- e. If LPHA receives in-kind resources under this Agreement in the form of condoms, and lubricants, LPHA may distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement.

5. Reporting Obligations and other Requirements. LPHA shall submit data regarding STD client services, risk criteria and demographic information to OHA via direct entry into the centralized ORPHEUS database or some equivalent mechanism for data reporting deemed acceptable by OHA as outlined in Section 2.a. of this Program Element 10.

Program Element #12: Public Health Emergency Preparedness Program (PHEP)

1. **Description.** Funds provided under this Agreement to Local Public Health Authorities (LPHA) for a Public Health Emergency Preparedness Program (PHEP) may only be used in accordance with, and subject to, the requirements and limitations set forth below. The PHEP shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 CDC identified Public Health Preparedness Capabilities.
2. **Definitions Relevant to PHEP Programs.**
 - a. **Budget Period:** Budget period is defined as the intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, budget period is July 1 through June 30.
 - b. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
 - c. **CDC Public Health Preparedness Capabilities:** Developed by the CDC to serve as national public health preparedness standards for state and local planning. For more details: <http://www.cdc.gov/phpr/capabilities/>
 - d. **Cities Readiness Initiative (CRI):** CRI is a federally funded program designed to enhance preparedness in the nation's largest population centers where more than 50% of the U.S. population resides. Using CRI funding, state and large metropolitan public health departments develop, test, and maintain plans to quickly receive and distribute life-saving medicine and medical supplies from the nation's Strategic National Stockpile (SNS) to local communities following a large-scale public health emergency.
 - e. **Deadlines:** If a due date falls on a weekend or holiday, the due date will be the next business day following.
 - f. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting information to Oregon public health officials and service providers in an emergency 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call down engine that can be activated by state or local Preparedness Health Alert Network administrators.
 - g. **Health Security Preparedness and Response (HSPR):** A state level program to develop systems, plans and procedures to prepare for and respond to major, acute threats and emergencies that impact the health of people in Oregon. This work is done jointly between HSPR, Local Public Health Departments and Native American Tribes (Tribes).
 - h. **Hospital Preparedness Program (HPP):** provides leadership and funding through grants and cooperative agreements to States, territories, and eligible municipalities to improve surge capacity and enhance community and hospital preparedness for public health emergencies.
 - i. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxin, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies and equipment for an ill-defined threat in the early hours of an event, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS materiel. SNS

program support includes the 12-hour Push Pack, vendor managed inventory (VMI), and Federal Medical Stations.

- j. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity. More information can be viewed at: <https://www.fema.gov/national-incident-management-system>
 - k. **Public Information Officers (PIOs):** The communications coordinators (officers) or spokespersons for governmental organizations.
 - l. **Public Health Accreditation Board (PHAB):** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of Tribal, state, local and territorial public health departments. <http://www.phaboard.org/>. Accreditation standards and measurements are outlined on <http://www.phaboard.org/wp-content/uploads/SM-Version-1.5-Board-adopted-FINAL-01-24-2014.docx.pdf>
 - m. **Public Health Emergency Preparedness (PHEP):** local public health programs designed to better prepare Oregon to respond to, mitigate, and recover from public health emergencies.
 - n. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs in order for HSPR to report to CDC.
 - o. **Volunteer Management:** The ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.
3. **General Requirements.** All LPHAs' PHEP services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:
- a. **Non-Supplantation.** Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
 - b. **Work Plan.** LPHA shall implement its PHEP activities in accordance with its HSPR approved work plan using the example set forth in Attachment 2 to this Program Element. Dependent upon extenuating circumstances, modifications to this work plan may only be made with HSPR agreement and approval. Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.
 - c. **Public Health Preparedness Staffing.** LPHA shall identify a Public Health Emergency Preparedness Coordinator. The Public Health Emergency Preparedness Coordinator will be the OHA's chief point of contact related to program issues. LPHA must implement its PHEP activities in accordance with its approved work plan. The Public Health Emergency Preparedness Coordinator will ensure that all scheduled preparedness program conference calls and statewide preparedness program meetings are attended by the Coordinator or an LPHA representative.

- d. **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element. Modifications to the budget totaling \$5,000 or more require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- e. **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the PHEP work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement, this Agreement shall control.
- f. **PHEP Program Reviews.**
 - (1) This Agreement will be integrated into the Triennial Review Process. This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of Community Liaison.
 - (2) The LPHA will complete work plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis and by August 15 and February 15.
- g. **Budget and Expense Reporting:** Using the budget template Excel file set forth in Attachment 1 and available through the liaison and incorporated herein and by this reference, LPHA shall provide to OHA by August 1, of each year, a budget using actual award amounts, through June 30 of each year. LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31. The LPHA shall provide to the OHA by September 15 of each year, the actual expense-to-budget report for the prior fiscal period of July 1, through June 30. The budget and expense-to-budget set forth in Attachment 1 shall be the only form used to satisfy this requirement. All capital equipment purchases of \$5,000 or more that use PHEP funds will be identified in this budget report form under the Capital Equipment tab.

4. **Procedural and Operational Requirements.**

- a. **Statewide and Regional Coordination:** LPHA must attend HSPR meetings and participate as follows:
 - (1) Attendance at one of the HSPR co-sponsored preparedness conferences, which includes Oregon Epidemiologists' Meeting (OR-Epi) and Oregon Prepared Conference.
 - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness as appropriate.
 - (3) Participation in a minimum of 75% of the regional or local HPP/Health Care Coalition (HCC) meetings.
 - (4) For CRI counties only, participation in meetings led by MCM coordinator.
 - (5) Participation in a minimum of 75% of statewide HSPR-hosted PHEP monthly conference calls for LPHAs and Tribes.
 - (6) Participation in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA. Timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Preparedness subcommittee.
- b. **Public Health Preparedness Capability Survey:** LPHA shall complete all applicable Public Health Preparedness Capability Surveys sponsored by HSPR by August 15 each year.

- c. **Work Plan:** PHEP work plans must be written with clear and measurable objectives with timelines and include:
- (1) At least three broad program goals that address operationalizing plans, identifying gaps and guide PHEP activities;
 - (2) Local public health leadership reviews and approves work plans in support of any of the 15 CDC PHP Capabilities;
 - (3) Planning activities in support of any of the 15 CDC PHP Capabilities;
 - (4) Training and Education in support of any of the 15 CDC PHP Capabilities;
 - (5) Exercises in support of any of the 15 CDC PHP Capabilities;
 - (6) Planning will include Access and Functional Needs populations;
 - (7) Community Education and Outreach and Partner Collaboration in support of any of the 15 CDC PHP Capabilities; and
 - (8) Administrative and Fiscal activities in support of any of the 15 CDC PHP Capabilities.
- d. **Emergency Preparedness Program Work Plan Performance:** LPHA shall complete activities in their HSPR approved PHEP work plans by June 30 each year. If LPHA completes fewer than 75% of the non-fiscal and non-administrative planned activities in its local PHEP work plan for two consecutive years, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Work completed in response to a novel or uncommon disease outbreak or other event of significance, may be documented to replace work plan activities interrupted or delayed.
- e. **24/7/365 Emergency Contact Capability.**
- (1) LPHA shall establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
 - (2) The contact number will be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA shall list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
 - (3) The telephone number shall be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their 911 system in this process, but the eleven digit telephone number of the local 911 operators shall be available for callers from outside the locality.
 - (4) The LPHA telephone number described above shall be answered by a knowledgeable person or by a recording that clearly states the above mentioned 24/7/365 telephone number.
 - (5) Quarterly test calls to the 24/7/365 telephone line will be completed by HSPR program staff and LPHA will be required to respond within 60 minutes.
- f. **HAN**
- (1) A local HAN Administrator will be appointed for each LPHA and this person's name and contact information will be provided to the HSPR liaison and the State HAN Coordinator.
 - (2) The local HAN Administrator shall:

- (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
- (b) Complete appropriate HAN training for their role.
- (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
- (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
- (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
- (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
- (g) Ensure participation in Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA's HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.
- (h) Initiate at least one local HAN call down exercise/ drill for LPHA staff.
- (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
- (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
- (k) Facilitate in the development of the HAN accounts for new LPHA users.
- (l) Participate in HAN/HOSCAP Administrator conference calls as appropriate.

g. Multi-Year Training and Exercise Plan (MYTEP): LPHA shall annually submit to HSPR on or before September 1, an updated MYTEP. The MYTEP shall meet the following conditions:

- (1) The plan shall demonstrate continuous improvement and progress toward increased capability to perform critical tasks.
- (2) The plan shall include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's existing After Action Report (AAR)/ Improvement Plan (IP).
- (3) LPHA shall work with Emergency Management, local health care partners and other community partners to integrate exercises.
- (4) At a minimum, the plan shall identify at least two exercises per year and shall identify a cycle of exercises that increase in complexity from year one to year three, progressing from discussion-based exercises (e.g. seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g. drills, functional exercises and full scale exercises); exercises of similar complexity are permissible within any given year of the plan. Disease outbreaks or other public health emergencies requiring an LPHA response may, upon HSPR approval, be used to satisfy exercise requirements. For an exercise or incident to qualify under this requirement the exercise or incident must:
 - (a) Have public health objectives that are described in the Exercise Plan or the Incident Action Plan.

- (b) Involve public health staff in the planning process
 - (c) Involve more than one county public health staff and/ or related partners as active participants
 - (d) Result in an AAR/IP
- (5) LPHA shall submit to HSPR Liaison an exercise scope including goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises in advance of each exercise.
- (6) LPHA shall provide HSPR an AAR/IP documenting each exercise within 60 days of conducting or participating in the exercise.
- (7) LPHA shall coordinate exercise planning with local Emergency Management and other partners.
- (8) Staff responsible for emergency planning and response roles shall be trained for their respective roles consistent with their local emergency plans and according to the Public Health Accreditation Board, the National Incident Management System and the Conference of Local Health Officials Minimum Standards. The training portion of the plan must:
 - (a) Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law.
 - (b) Identifying and training appropriate LPHA staff to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- h. **Training Records:** LPHA shall maintain training records for all local public health staff with emergency response roles which demonstrate NIMS compliance. More information can be viewed at:
https://www.oregon.gov/OEM/Documents/FY2017_NIMS_Compliance_Form.pdf
http://www.oregon.gov/OEM/Documents/NIMS_FAQ.pdf
- i. **Planning:** LPHA shall maintain and execute emergency preparedness procedures/ plans as a component of its jurisdictional Emergency Operations Plan (see Attachment 3 to this PE 12 for a recommended list). All LPHA emergency procedures shall comply with the NIMS. The emergency preparedness procedures shall address the 15 CDC PHP capabilities based on the local identified hazards. Revisions shall be made according to the schedule included in each LPHA plan, or according to the local emergency management agency schedule, but not less than once every five years after completion as required in OAR 104-010-005. The governing body of the LPHA shall maintain and update the other components and shall be adopted as local jurisdiction rules apply.
- j. **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

ATTACHMENT 1
TO PROGRAM ELEMENT #12
BUDGET TEMPLATE

Preparedness Program Annual Budget			
_____ County			
July 1, 201_ - June 30, 201_			
		Subtotal	Total
PERSONNEL			\$0
	List as an Annual Salary	% FTE based on 12 months	0
(Position Title and Name)			0
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.			
			0
			0
			0
			0
Fringe Benefits @ ()% of describe rate or method			0
TRAVEL			\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		\$0	
Hotel Costs:			
Per Diem Costs:			
Mileage or Car Rental Costs:			
Registration Costs:			
Misc Costs:			
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0	
Air Travel Costs:			
Hotel Costs:			
Per Diem Costs:			
Mileage or Car Rental Costs:			
Registration Costs:			
Misc. Costs:			
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)		\$0	\$0
SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)		\$0	\$0

CONTRACTUAL (list each Contract separately and provide a brief description)			
	\$0		\$0
Contract with (____) Company for \$_____, for (_____) services.			
Contract with (____) Company for \$_____, for (_____) services.			
Contract with (____) Company for \$_____, for (_____) services.			
OTHER	\$0		\$0
TOTAL DIRECT CHARGES			\$0
TOTAL INDIRECT CHARGES @ ____% of Direct Expenses or describe method			\$0
TOTAL BUDGET:			\$0
Date, Name and phone number of person who prepared budget			
<p>NOTES:</p> <p>Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would compute to the sub-total column as \$50,000</p> <p>% of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be $50 \times 12 / 2080 = .29$ FTE</p>			

Preparedness Program Expense to Budget			
_____ County			
Period of the Report (July 1, 201_ - December 31, 201_)			
	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT	\$0	\$0	\$0
TOTAL:	\$0	\$0	\$0
Date, Name and Phone Number of person who prepared budget.			
Notes:			
<ul style="list-style-type: none"> The budget total should reflect the total amount in the most recent Notice of Grant Award. The budget in each category should reflect the total amount in that category for that line item in your submitted budget. 			

Preparedness Program Expense to Budget			
<u> </u> County			
Period of the Report (July 1, 201_ - June 30, 201_)			
	Budget	Expense to date	Variance
PERSONNEL	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
TRAVEL	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
CAPITAL EQUIPMENT	\$0		\$0
SUPPLIES (communications, professional services, office supplies)	\$0		\$0
CONTRACTUAL	\$0		\$0
OTHER (facilities, continued education)	\$0		\$0
TOTAL DIRECT	\$0	\$0	\$0
TOTAL INDIRECT @ XX% of Direct Expenses (or describe method):	\$0	\$0	\$0
TOTAL:	\$0	\$0	\$0
Date, Name and Phone Number of person who prepared budget.			
Notes: <ul style="list-style-type: none"> The budget total should reflect the total amount in the most recent Notice of Grant Award. The budget in each category should reflect the total amount in that category for that line item in your submitted budget. 			

**Public Health Emergency Preparedness
Equipment Inventory List**

To be completed for all major equipment or property acquired or furnished with Public Health Emergency Preparedness funding in the fiscal year with a unit acquisition cost of \$5,000 or more.

Equipment Location:

Completed by:

Phone Number:

Item Description	Serial # or Identification Number	Acquisition Date	Purchase Price	% Purchased by Federal Funds

* in accordance with 45 CFR 74.37 or 45 CFR 92.5

Please return the completed form to your Regional Liaison by August 31 of each year.

Questions on this form can be directed to Jill Snyder at 971-673-0714 or your Region Liaison.

ATTACHMENT 2
TO PROGRAM ELEMENT #12
Work Plan Instructions
Oregon HSPR Public Health Emergency Preparedness Program

FOR GRANT CYCLE: JULY 1, 2017 – JUNE 30, 2018

DUE DATE

Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.

REVIEW PROCESS

Your approved work plan will be reviewed with your PHEP liaison by February 15 and August 15.

WORKPLAN CATEGORIES

GOALS: At least three broad program goals that address gaps and guide work plan activities will be developed.

TRAINING AND EDUCATION: List planned preparedness trainings, workshops conducted or attended by preparedness staff.

DRILLS and EXERCISES: List all drills you plan to conduct and identify at least two exercises annually in accordance with your three-year training and exercise plan attachment. For an exercise to qualify under this requirement the exercise must a.) Be part of a progressive strategy, b.) Involve public health staff in the planning process, and c.) Involve more than one county public health staff and/or related partners as active participants. A real incident involving a coordinated public health response may qualify as an exercise.

PLANNING: List all plans, procedures, updates, and revisions that need to be conducted this year in accordance with your planning cycle. You should also review all after action reports completed during the previous grant year to identify planning activities that should be conducted this year.

PARTNER COLLABORATION: In addition to prefilled requirements, list all meetings regularly attended and/or led by public health preparedness program staff.

COMMUNITY OUTREACH: List any community outreach activities you plan conduct that that enhance community preparedness or resiliency.

PRE-FILLED ACTIVITIES

Activities required under the 2017-18 PE-12 are prefilled in the work plan template. Although you may not eliminate any specific requirements, you may adjust the language as necessary to fit your specific planning efforts within the scope of the PE-12.

COLUMN DESCRIPTIONS

Goal	DRILLS and EXERCISES Objective	Planned Activity	Date Completed	Actual Outcome	Notes
1	By December 31, 2017, 90% of all health department staff will respond to drill within 60 minutes.	Conduct local call down drill to all staff.	09/15/17	80% of health department staff responded within designated time. Contact information was updated and processes reviewed to improve future compliance.	Did not reach goal, but demonstrated improvement as only 70% of staff responded at last drill.

CDC CAPABILITY: Indicate the target capability number(s) addressed by this activity.

OBJECTIVE: Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year.

PLANNED ACTIVITY: Describe the planned activity. Where activity is pre-filled you may customize, the language to describe your planned activity more clearly.

DATE COMPLETED: When updating the work plan, record date of the completed activities and/or objective.

ACTUAL OUTCOMES: To be filled in after activity is conducted. Describe what is actually achieved and/or the products created from this activity.

NOTES: For additional explanation.

INCIDENTS AND RESPONSE ACTIVITIES: Explain what incidents and response activities that occurred during the 2017-2018 grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

UNPLANNED ACTIVITY: Explain what activities or events occurred that was not described when work plan was first approved. Please identify outcomes for the unplanned activity, include date(s) of occurrence and actions taken.

Public Health Preparedness Program

Goal 1: Current HHS staff will receive ICS training appropriate for identified response role and responsibilities

Goal 2:

Goal 3:

Ongoing and Goal Related PHEP Program Work**Training and Education**

Goal	Objectives	Planned Activities	Date Completed	Progress / Actual Outcome	Notes
3	<i>This is an example</i> <i>By June 30, 2018, 75% of the identified HHS staff will complete the basic ICS training including NIMS 700 and IS-100. Goal 1.</i>	<i>September Staff meeting, all preparedness related training requirements/expectations reviewed. Explain the identified trainings-- NIMS 700, NRF 800, IS-100 and IS-200 and who is to take these courses by the established time frames.</i>	<i>9/15/2017</i>	<i>20 of 30 HHS staff identified as needing 700, 800, and 100 completed the trainings by the end of December 2017.</i>	<i>Identified staff completed 700 and 800 series training online prior to December class.</i>
		<i>December 15, 2017, first classroom training.</i>	<i>12/15/2017</i>		
		<i>July 18, 2017, second classroom training.</i>	<i>3/18/2018</i>	<i>Five management staff completed IS-200 on March 18, 2018.</i>	
		<i>July 12, 2017, third classroom training.</i>	<i>5/12/2018</i>	<i>Remaining 10 staff completed 700, 800, and 100 trainings on May 12, 2018.</i>	
		<i>PHEP coordinator will update all training records by July 25 2017.</i>	<i>6/15/2018</i>	<i>Trainings records updated on June 15, 2018</i>	

3, 4, 6, 7, 8, 9, 11, 12 and 13	<i>This is an example</i> By June 30, 2018, 75% of the HHS staff will identify three individual expectations and three organizational expectations required during an emergency response. <i>Goal 1.</i>	<i>PHEP coordinator will work with management staff to determine staff training expectations by job classification.</i>	<i>9/1/2017</i>	<i>Met with management staff on September 1, 2017.</i>	
		<i>By September 1, 2017, PHEP coordinator will develop comprehensive emergency preparedness training and exercise plan (TEP) for the organization, both minimum and developmental training.</i>	<i>10/29/2017</i>	<i>Met with Emergency Management and other partners to develop TEP on 8/17/17. Sent TEP to Liaison on 9/01/17.</i>	
		<i>PHEP Coordinator will develop a presentation for staff for orienting them to the organization's expectations, individual expectations and emergency response plans and procedures.</i>	<i>9/15/2017</i>	<i>Presentation developed and gave to staff on 9/15/17</i>	
		<i>PHEP Coordinator will present organization's expectations, individual expectations, and emergency response plans and procedures overview at All Staff meeting.</i>	<i>9/15/2017</i>		
		<i>Give a quiz to all staff by February 17, 2017 on the presentation provided in September on expectations and response plan.</i>	<i>2/17/2018</i>	<i>82% of the staff responded to quiz. 73% did demonstrated retained knowledge on the expectations for the organization and the individual.</i>	

Drills and Exercises

Goal	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes

Planning					
Goal	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes
Partner Collaboration					
Goal	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes
Community Outreach					
Goal	Location	Activity / Event Name / Notes / Outcomes	Date Completed	Activity Hours	Total # of Attendees
INCIDENT AND RESPONSE ACTIVITIES					
CDC Cap. #s	Incident Name/OERS #		Date(s)	Outcomes	Notes
UNPLANNED ACTIVITY / SUCCESSES					
CDC Cap. #s	Activity		Date(s)	Outcomes	Notes

CDC Cap. #s	FISCAL/ADMINISTRATIVE	Due Dates	Notes
n/a	Participate in Triennial program review process with OHA staff. <i>PE-12.3.f.i.</i>		Dates TBD by OHA
n/a	Develop annual work plan. <i>PE-12.3.b, PE-12.4.d.i-vii.</i>	09/01/17	Proposed draft work plan due to Liaison by 8/1/17. Final work plan due 9/1/17.
n/a	Participate in mid-year work plan review with liaison. <i>PE-12.3.f.</i>	02/15/18	
n/a	Participate in year-end work plan review with liaison. <i>PE-12.3.f.</i>	06/15/18	
n/a	Submit annual proposed budget to liaison for period July 1 to June 30. <i>PE-12.3.g.</i>	08/01/17	
n/a	Submit actual expense-to-budget report to liaison for the period of July 1 through Dec. 31. <i>PE-12.3.g.</i>	02/15/18	
n/a	Submit annual actual expense-to-budget report to liaison for the period of July 1 through June 30. <i>PE-12.3.g.</i>	09/15/18	
CDC Cap. #s	TRAINING and EDUCATION	Due Date	Notes
1 3	Update multi-year training and exercise plan (MYTEP). <i>PE-12.4.h.i-vi.</i>	9/01/17	Draft due date may be established by liaison.
1 3	Ensure staff and supervisors responsible for public health emergency planning and response roles are trained for respective roles. <i>PE-12.4.h and CLHO Minimum Standards</i> [Relevant details from your multi-year training and exercise plan should be described in Notes column.]		
1 3 6	Ensure that local HAN users complete training necessary for user level. <i>PE-12.4.g.ii.</i>	06/30/18	

CDC Cap. #s	DRILLS AND EXERCISES	Due Date	Notes
3 4 6	Participate in statewide ESF-8 tactical communications exercises. <i>PE-12.4.f.</i>		
	EXERCISE 1: [Define in Notes column.] <i>PE-12.4.h.iv.(a)-(d).</i>		
n/a	Submit exercise scope to liaison 30 days in advance of exercise. <i>PE-12.4.h.v.</i>		
3	Submit AAR/IP to liaison within 60 days of exercise completion. <i>PE-12.4.g.iii., PE-12.4.h.vi.</i>		
	EXERCISE 2: [Define in Notes column.] <i>PE-12.4.h.iv.(a)-(d).</i>		
n/a	Submit exercise scope to liaison 30 days in advance of exercise. <i>PE-12.4.h.v.</i>		
3	Submit AAR/IP to liaison within 60 days of exercise completion. <i>PE-12.4.g.iii., PE-12.4.h.v.</i>		

CDC Cap. #s	PLANNING	Due Date	Notes
1	Complete annual public health preparedness capabilities survey. <i>PE-12.4.b.</i>	08/15/17	
1-15	Review and update public health plans and MOUs every 5 years. <i>PE-12.4.j, OAR104-01000-005(3)</i>		
1 3	Maintain knowledge of, participate in and give input to development or revisions of county or regional emergency operations plan. [Describe specific activities in Notes column and work plan, if applicable.] <i>CLHO Minimum Standard 2.1, HPP PHEP Cooperative Agreement</i>		LPHA plans to consider participation in new or existing plans for the county or region, for example: <ol style="list-style-type: none"> 1. All-Hazards Response and Recovery Plan 2. Resource Management 3. Communications and Information Management 4. Emergency public warning and info 5. Medical surge and Non-pharm interventions 6. First responder 7. Volunteer Management
1	Maintain or develop written policies and procedures that describe the role and responsibilities of LPHA staff when responding to a public health emergency including disease outbreaks and environmental emergencies. [Describe specific activities in Notes column and work plan.] <i>CLHO Minimum Standard 2.1, HPP PHEP Cooperative Agreement</i>		
1 6	Maintain policies and procedures for reporting emergencies. <i>CLHO Minimum Standard 2.1</i>	ongoing	
CDC Cap. #s	PARTNER COLLABORATION	Due Date	Notes
6	Participate in monthly preparedness calls for LPHA/Tribes. <i>PE-12.4.a.iv</i>	ongoing	First Tuesday of every month, 1 to 2 p.m.
1-15	Attend annual OHA or OEM conference. [Describe specific conference(s) attending in Notes column.] <i>PE-12.4.a.i.</i>		

1 6	Participate in regional healthcare preparedness coalition meetings. <i>PE-12.4.a.iii.</i>	ongoing	Dates established by HPP Liaison.
	HAN: Identify a HAN Administrator to facilitate all local HAN access, issues, user groups, and trainings - excluding hospitals and tribes. <i>PE-12.4.g.</i>		
1 3	HAN: (1 of 2) Review local HAN users twice annually to ensure local directory is maintained with appropriate users and roles. <i>PE-12.4.g.</i>		
1 3	HAN: (2 of 2) Review local HAN users twice annually to ensure local directory is maintained with appropriate users and roles. <i>PE-12.4.g.</i>		
3 4 13	Maintain 24/7 health department telephone contact capability. <i>PE-12.4.f.</i>	ongoing	
1 3 6	Maintain partnerships with local emergency management, medical examiner, and public safety agencies. [List the scheduled meetings with partners in Notes column and other activities in work plan.] <i>CLHO Minimum Standard 2.1</i>		
CDC Cap. #s	COMMUNITY EDUCATION	Due Date	Notes
3 4	Maintain ability to inform citizens of actual and potential health threats. [Describe activities in Notes column and in work plan.] <i>CLHO Minimum Standard 2.1</i>		

Attachment #3: 2017-2020 Multi-year Training and Exercise Plan**Purpose**

The purpose of the Multi-year Training and Exercise Plan (MYTEP) is to provide <<LPHA/Jurisdiction>> direction and goals for the next three years in a HSEEP compliant format. The training and exercise schedule is a living, dynamic document that is updated and refined annually.

The MYTEP provides a roadmap for <<LPHA/Jurisdiction>> to follow in accomplishing the priorities and capabilities described in the Center of Disease Control and Prevention (CDC) Public Health Preparedness Capabilities (PHEP). The priorities within <<LPHA/Jurisdiction>>'s MYTEP were last updated in <<DATE>> through a training and exercise planning workshop (TEPW) with local emergency response partners. The priorities identified were as follows: <<Give Capabilities in list below>>

- ☐ Capability #: <<Name of Capability>>
- ☐ Capability #: <<Name of Capability>>
- ☐ Capability #: <<Name of Capability>>
- ☐ Capability #: <<Name of Capability>>
- ☐ Capability #: <<Name of Capability>>

Next update of the <<LPHA/Jurisdiction>> MYTEP: <<DATE>>

Exercise and Training Point of Contact(s) (POCs):

Name: [REDACTED]
 Title: [REDACTED]
 E-mail: [REDACTED]
 Phone: [REDACTED]

Program Priorities Identified:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]

2017											
January	February	March	April	May	June	July	August	September	October	November	December
Completed											

2018											
January	February	March	April	May	June	July	August	September	October	November	December

2019											
January	February	March	April	May	June	July	August	September	October	November	December

2020											
January	February	March	April	May	June	July	August	September	October	November	December

PHEP Capability Addressed in MYTEP:

**Multiple
Capabilities**

Capability #1: Community Preparedness

**Capability #2: Community
Recovery**

Capability #3: Emergency Operations Coordination

Capability #4: Emergency Public Information and Warning

Capability #5: Fatality Management

**Capability #6: Information
Sharing**

Capability #7: Mass Care

Capability #8: Medical Countermeasure Dispensing

**Capability #9: Medical Materiel Management and
Distribution**

Capability #10: Medical Surge

Capability #11: Non-Pharmaceutical Interventions

**Capability #12: Public Health Laboratory
Testing**

**Capability #13: Public Health Surveillance and Epi
Investigation**

Capability #14: Responder Safety and Health

Capability #15: Volunteer Management

ATTACHMENT 4 - TO PROGRAM ELEMENT #12**Recommended Plans for Public Health**

- ☐ Public Health and Medical Services that support the state Emergency Support Function (ESF) #8
 - Includes but not limited to:
 - Public Health actions during response and recovery phases
 - Medical Services/EMS actions during response and recovery phases
 - Behavioral/Mental Health actions during response and recovery phases
 - Is an appendix to the County Emergency Operations Plan (EOP)
 - Coordinated in conjunction with Emergency Management and partners
 - Is not an exclusively a public health responsibility. Public health should be deeply involved in most if not all of the issues included therein, however, and will likely act as the coordinating entity for ESF-8. This is something that must be worked out locally in coordination with local emergency management and with EMS, mental health services, health care providers and chief elected officials.
- ☐ All-Hazards Base Plan
 - Functional Annexes as appropriate, including Hazard Specific Annexes, which may include but is not limited to:
 - Medical Countermeasure Dispensing and Distribution Plan
 - Emerging Infectious Diseases
 - Chemical Incidents
 - Influenza Pandemic
 - Climate Change
 - Weather / natural disasters - floods, earthquake, wildfire
 - Support Annexes, includes but not limited to:
 - Inventory Management Operations Guide
 - Continuity of Operations Plan (COOP)
 - Information and Communication Plan
 - Volunteer Management
 - Appendices, which can include but not limited to:
 - Public Health and Partner Contact Information
 - Recommended sectors include: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental/behavioral health; state office of aging or its equivalent; education and childcare settings <https://www.cdc.gov/phpr/capabilities/capability1.pdf>
 - Public Health Incident Command Structure
 - Legal Authority
 - Job Action Sheets

Sustaining Public Health Emergency Preparedness Program

- ☐ Maintain Multi-Year Training and Exercise Plan (MYTEP)
- ☐ Public Health agency participates or performs in two exercises per year
- ☐ Complete After Action Report/Improvement Plans (AAR/IP) sixty days after each exercise
- ☐ Apply identified improvement plan items to future exercises and work plans
- ☐ Coordinate with partners including Emergency Management, Tribal and Healthcare partners
- ☐ Attend Healthcare Preparedness Program (HPP)/Healthcare Coalition meetings
- ☐ Conduct 24/7/365 testing with Public Health personnel
- ☐ Test HAN on a regular basis
- ☐ Document meetings with partners including minutes and agendas
- ☐ Ensure availability of current Access and Functional Needs populations data is referenced in current plans

Resources**State:**

- ☐ Oregon Conference of Local Health Officials Minimum Standards
<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Documents/RESOURCES/2008%20v%20II%20with%20adminstrator%20MINIMUM%20STANDARDS%20HEALTH%20DEPTCombined903.pdf>
- ☐ Public Health Emergency Preparedness Triennial Review
<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Pages/lhd-trt.aspx>
- ☐ Health Security, Preparedness and Response
<http://public.health.oregon.gov/Preparedness/Pages/index.aspx>
- ☐ Oregon ESSENCE
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/PreparednessSurveillanceEpidemiology/essence/Pages/index.aspx>
- ☐ Oregon Web Links
<https://public.health.oregon.gov/Preparedness/Partners/HealthAlertNetwork/Pages/weblinks.aspx>
- ☐ Secure HAN Login www.HAN.Oregon.gov
- ☐ State Emergency Registry of Volunteers in Oregon (SERV-OR) <https://serv-or.org>
- ☐ Oregon Emergency Management (OEM) <http://www.oregon.gov/omd/oem/Pages/index.aspx>
- ☐ OEM OpsCenter <https://oregonem.com/sso/Login.aspx?ReturnUrl=%2fsso%2f>
- ☐ OEM Emergency Support Functions
http://www.oregon.gov/OEM/Documents/ESF_State_Recovery_Functions.pdf

Federal:

- ☐ CDC Public Health Preparedness Capabilities: National Standards for State and Local Planning
<http://www.cdc.gov/phpr/capabilities/>
- ☐ CDC Division of Strategic National Stockpile (DSNS) <http://www.cdc.gov/phpr/stockpile/stockpile.htm>
- ☐ CDC Office of Public Health Preparedness and Response
<http://www.cdc.gov/about/organization/ophpr.htm>
- ☐ CDC Public Health Preparedness <http://emergency.cdc.gov/>
- ☐ FEMA National Preparedness Resource Library, including Emergency Support Functions
<http://www.fema.gov/national-preparedness-resource-library>
- ☐ FEMA Core Capabilities <https://www.fema.gov/core-capabilities>
- ☐ FEMA Comprehensive Preparedness Guides <https://www.fema.gov/plan>

Other:

- ☐ Association of State and Territorial Health Officials <http://www.astho.org/Programs/Preparedness/>
- ☐ Public Health Accreditation Board (PHAB) <http://www.phaboard.org/>
- ☐ National Association of City and County Health Officials (NACCHO)
<http://www.naccho.org/topics/emergency/>
- ☐ Public Health Incident Command Structure <http://www.ualbanycph.org/pinata/phics/>
- ☐ Public Health Preparedness <http://www.phe.gov/preparedness/Pages/default.aspx>
- ☐ Medical Reserve Corps (MRC) <https://mrc.hhs.gov/HomePage>

Program Element #13: Tobacco Prevention and Education Program (TPEP)

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to implement Tobacco Prevention and Education Program (TPEP) activities in the following areas:
 - a. **Facilitation of Community Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon tobacco control objectives. Community partners should include non-governmental entities as well as community leaders.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco policies, including voluntary policies in schools, workplaces and public places. Enforce local tobacco-free ordinances and the Oregon Indoor Clean Air Act (OICAA.)
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco on storefronts, in gas stations, at community events and playgrounds in the community. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including working with retailers toward voluntary policies.
 - d. **Promoting Quitting Among Adults and Youth:** Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist with the enforcement of statewide tobacco control laws, including minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
 - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke.
2. **Procedural and Operational Requirements.** By accepting and using the financial assistance funds provided by OHA under this Financial Assistance Agreement and this Program Element, LPHA agrees to conduct TPEP activities in accordance with the following requirements:
 - a. LPHA must have on file with OHA an approved Local Program Plan by no later than June 30th of each year. OHA will supply the required format and current service data for use in completing the plan. LPHA shall implement its TPEP activities in accordance with its approved Local Program Plan. Modifications to this plan may only be made with OHA approval.
 - b. LPHA must assure that its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.
 - c. LPHA must use the funds awarded to LPHA under this Agreement for this Program Element in accordance with its budget as approved by OHA and attached to this Program Element as Attachment 1 and incorporated herein by this reference. Modifications to the budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, other disease control programs, or other health-related efforts not devoted to tobacco prevention and education.
 - d. LPHA must attend all TPEP meetings reasonably required by OHA.
 - e. LPHA must comply with OHA's TPEP Program Guidelines and Policies.

- f. LPHA must coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
 - g. In the event of any omission from, or conflict or inconsistency between, the provisions of the Local Program Plan on file at OHA, the Budget set forth in Attachment 1 and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.
- 3. **Reporting Requirements.** LPHA must submit Local Program Plan reports on a quarterly schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the quarter towards completing activities described in its Local Program Plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use.
- 4. **Performance Measures.** If LPHA completes fewer than 75% of the planned activities in its Local Program Plan for two consecutive calendar quarters in one state fiscal year LPHA shall not be eligible to receive funding under this Program Element during the next state fiscal year.

Attachment 1 to Program Element 13 (TPEP) Budget

Line Item Budget and Narrative Worksheet						
This is a two year budget plan. For 7/1/17 - 6/30/18 the estimated award is \$58,106. For 7/1/18-6/30/19 the estimated award is \$57,840. Please complete the following Line Item Budget for: OHA TPEP PE13 for FY2017-19 (07/01/17-06/30/19) Identify only funds requested under the OHA TPEP PE13 RFA. Please call your Community Programs Liaison with questions related to this form.						
	Agency:	Curry Community Health				
	Fiscal Contact:	Carole Cooke				
	E-mail address:	cookec@currych.org				
	Phone Number:	541-373-8060	Fax Number:	541-425-5558		
Budget Categories	Description					Total
(1) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary
	1	TPEP Coordinator	\$38,188	90.00%	24	68,738.40
	2					0.00
	3					0.00
	4					0.00
	TOTAL SALARY					\$68,738.40
	Narrative* :					
						\$68,738
(2) Fringe Benefits	Position #	Total Salary	Base If Applicable	%	=	Total Fringe
	1	68,738.40	\$37,430	90.00%	=	33,687.00
	2	0.00			=	0.00
	3	0.00			=	0.00
	4	0.00			=	0.00
	TOTAL FRINGE					\$33,687.00
						\$33,687
(3) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer).					\$0
	Narrative* :					
						\$0
(4) Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.					\$500
						\$500
(5) Travel	This covers in-state, out-of-state, and travel to all required trainings.					
		In state	Out Of State		Subtotal	
	Narrative* : Grantees and Contractors 2017, Grantees and Contractors/Place Matters 2018					
	Per Diem:	797			\$797	
	Hotel:	900			\$900	
	Air fare:				\$0	
	Reg. fees:				\$0	
	Other:				\$0	
	Mileage:	Miles: 202	X	.535	per mile	\$108
						\$1,805
(6) Other	Please list.					
	IT- Information Technology Expense					\$675
						\$0
						\$0
						\$0
						\$0
						\$675
(7) Contracts: Contracts must be pre-approved by liaison	List all sub-contracts and all contractual costs, if applicable.					
						\$0
						\$0
						\$0
(8) Total Direct Costs	(Sum of 1 through 7)					\$105,405
(9) Cost Allocation and Indirect Rate	Indirect @		10.00%	\$10,541		
						\$10,541
(10) TOTALS	(Sum of 8 & 9). Should equal OHA TPEP PE13 Request.					\$115,946

Program Element #27 - Prescription Drug Overdose Prevention (PDOP)

1. **Description.** Funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements, and limitations set forth below, to implement Prescription Drug Overdose Prevention (PDOP) activities in the following areas for LPHAs in High-burden Regions.
 - a. Application of Prescription Drug Overdose Assessment and Capacity-Building Efforts. Complete remote (web-based) training on using the Oregon Prescription Drug Monitoring Program (PDMP) and PDMP guidelines.
 - b. Advance Health System Interventions. Promote prescriber enrollment and adoption of the PDMP and state opioid prescribing guidelines. Three regions will work towards a goal of enrolling 95% of the top controlled substance prescribers in the region in PDMP over the two year funding period.
 - c. Facilitation of Community Partnerships. Accomplish movement toward building or strengthening a community network within the region that contributes to reducing problematic prescribing, improving coordination of patient care for patients with opioid use disorder, increasing the use of non-opioid treatment for chronic non-cancer pain, and evolving a more interconnected community-level network of services.
 - d. Facilitate Development of Local Prescription Drug Overdose Prevention Networks and Systems. Convene or strengthen an existing Interdisciplinary Action Team (IAT), a regional (or county-level) Pain Guidance Group (PGG) and a regional summit to help adoption and promotions of PDMP and opioid prescribing guidelines and increase community level data-informed awareness of PDO.
 - e. Promote Community-Clinical Linkages to Support Prescription Drug Overdose Prevention. Disseminate local data or stories to local media outlets to promote public awareness of the burden and preventability of PDO.

2. **Definitions specific to this Program Element.**

High-burden Region: an area of 2-3 neighboring counties led by a funded LPHA. The Oregon regions with the highest burden of prescription drug overdose and problematic prescribing are (1) Multnomah, Washington and Clackamas counties; (2) Lane and Douglas counties; (3) Coos Curry and Josephine counties.

3. **Procedural and Operational Requirements.**

- a. LPHA agrees to conduct activities in accordance with the following requirements:
 - (1) Implement activities in accordance with this Program Element;
 - (2) Assure that staffing is at the appropriate level to address all sections in this Program Element. LPHA will designate or hire a lead staff person to carry out and coordinate all the activities in the High-burden Region described in this Program Element, and act as a point of contact between the LPHA and OHA;
 - (3) Use the funds awarded under this Agreement for this Program Element.
 - (4) Attend all PDO meetings reasonably required by OHA.
- b. Each High-burden Region must identify a LPHA to act as the fiscal agent for the High-burden Region which will hire and oversee required staff, and provide the workspace and administrative support required to carry out the grant-funded activities outlined in this Program Element.

4. **Reporting Requirements.** LPHA must have on file with OHA and approved Community Response Work Plan by no later than February 28th of each year, as well as provide semiannual budget reports. OHA will provide the required format and current service data for use in completing the plan and budget reports. LPHA shall implement its PDO prevention activities in accordance with its approved Community Response Work Plan. Modifications to the plan may only be made with OHA approval.
5. **Program Evaluation.** LPHA will cooperate with OHA on program evaluation throughout the duration of this Agreement period(s), as well as with final project evaluation. Such activities may include, but are not limited to, meeting with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan, collecting data and maintaining documentation throughout this Agreement period, responding to evaluator's requests for information and collaborating with OHA on final reports to highlight the outcomes of the work. Counties funded to conduct four month PDMP enrollment drives will not be required to participate in evaluation activities under this provision.
6. **Performance Measures.** If LPHA completes fewer than 75% of planned activities in the description above, for two consecutive calendar quarters in one state fiscal year, will not be eligible to receive funding under this Program Element in the next state fiscal year.

Program Element #40: Special Supplemental Nutrition Program for Women, Infants and Children (“WIC”) Services

1. **Description.** The funds provided under this Agreement for this Program Element must only be used, in accordance with and subject to the restrictions and limitations set forth below to for the following services:

- Special Supplemental Nutrition Program for Women, Infants and Children services (“**WIC Services**”),
- Farm Direct Nutrition Program services (“**FDNP Services**”), and
- Breastfeeding Peer Counseling Program services (“**BFPC Services**”).

The services described in Sections 2, 3, and 4 below, are ancillary to basic WIC Services described in Section 1. In order to participate in the services described in Sections 3 or 4, LPHA must be delivering basic WIC Services as described in Section 2. The requirements for WIC Services also apply to services described in Sections 3 and 4.

2. **WIC Services.**

- a. **Description of WIC Services.** WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of Food Instruments for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.

b. **Definitions Specific to WIC Services.**

- (1) **Applicants:** Pregnant women, Breastfeeding Women, Postpartum Women, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of applicant Breastfeeding Women. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
- (2) **Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the OHA, Public Health Division, financial assistance award document, is determined by OHA using the WIC funding formula approved by CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA’s caseload management performance and is used in determining NSA funding for LPHA.
- (3) **Breastfeeding:** The practice of a mother feeding her breast milk to her infant(s) on the average of at least once a day.
- (4) **Breastfeeding Women:** Women up to one year postpartum who breastfeed their infants.
- (5) **Caseload:** For any month, the sum of the actual number of pregnant women, Breastfeeding Women, Postpartum Women, infants and children who have received Supplemental Foods or Food Instruments during the reporting period and the actual number of infants breastfed by Participant Breastfeeding Women (and receiving no Supplemental Foods or Food Instruments) during the reporting period.
- (6) **Certification:** The implementation of criteria and procedures to assess and document each Applicant’s eligibility for WIC Services.

- (7) **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.
- (8) **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.
- (9) **Electronic Benefits Transfer (EBT):** An electronic system of payment for purchase of WIC-allowed foods through a third-party processor using a magnetically encoded payment card. In Oregon the WIC EBT system is known as “eWIC”.
- (10) **Food Instrument:** A voucher, check, EBT card, coupon or other document that is used by a Participant to obtain Supplemental Foods.
- (11) **Health Services:** Ongoing, routine pediatric, women’s health and obstetric care (such as infant and child care and prenatal and postpartum examinations) or referral for treatment.
- (12) **Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual’s personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.
- (13) **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.
- (14) **Nutrition Education Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and Breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.
- (15) **Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.
- (16) **Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or conditions that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.
- (17) **Participants:** Pregnant women, Breastfeeding Women, Postpartum Women, infants and children who are receiving Supplemental Foods or Food Instruments under the program, and the breastfed infants of participating Breastfeeding Women.
- (18) **Postpartum Women:** Women up to six months after termination of a pregnancy.
- (19) **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Women, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.

- (20) **TWIST:** The WIC Information System Tracker which is OHA's statewide automated management information system used by state and local agencies for:
 - (a) Provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and Food Instrument issuance;
 - (b) Redemption and reconciliation of Food Instruments including electronic communication with the banking contractor;
 - (c) Compilation and analysis of WIC Services data including Participant and vendor information; and
 - (d) Oversight and assurance of WIC Services integrity.
- (21) **TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates as accepted by the LPHA.
- (22) **WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.
- (23) **WIC Manual:** The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates accepted by the LPHA.

c. **Procedural and Operational Requirements of WIC Services.** All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual:

(1) **Staffing Requirements and Staff Qualifications.**

- (a) LPHA must utilize a competent professional authority (CPA) at each of its WIC Services sites for Certifications, in accordance with 7 CFR 246.6(b)(2), and the agreement approved by the CLHO Maternal and Child Health (MCH) Committee on January 2001, and the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO Maternal and Child Health (MCH) Committee on March 2006, and the CLHO Executive Committee on April 2006. A competent professional authority is an individual on the staff of LPHA who demonstrates proficiency in certifier competencies, as defined by the Policy #660 in the WIC Manual (a copy of which OHA will provide to LPHA) and is authorized to determine Nutrition Risk and WIC Services eligibility, provide nutritional counseling and Nutrition Education and prescribe appropriate Supplemental Foods.
- (b) LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the agreement approved by the CLHO MCH Committee on January 2001 and March, 2006 and the CLHO Executive Committee on February 2001 and April 2006. A qualified nutritionist is an individual who

has a master's degree in nutrition or its equivalent; is a Registered Dietitian (RD) registered with the American Dietetic Association (ADA) or an individual eligible for registration with the ADA; or is an Oregon Licensed Dietitian (LD).

- (2) **General WIC Services Requirements.** By utilizing the financial assistance under this Agreement to deliver WIC Program services, LPHA agrees to deliver these WIC Services in accordance with the requirements set forth as follows:
- (a) LPHA shall provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0070, such U.S. Department of Agriculture directives as may be issued from time to time during the term of the Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the agreement approved by the CLHO MCH Committee on January 2001, and the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
 - (b) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA shall have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when Health Services are provided through referral, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(3) and (5); and the agreement approved by the CLHO MCH Committee 1-01 on January 2001, and by the CLHO Executive Committee 2-01 on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
 - (c) Each WIC LPHA must make available to each Participant a minimum of two Nutrition Education Contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's 6-month Certification Period, or quarterly for Participants certified for greater than 6 months, in accordance with 7 CFR Subpart D, §246.11 and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
 - (d) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR Part 246, Subpart C, §246.7 and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and March 2006, respectively, and the CLHO Executive Committee on February 2001 and April 2006 and the TWIST User Training Manual.

- (e) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR Part 246 Subpart B, §246.6(b)(8) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state along with the annual Nutrition Education Plan. (FY2011 USDA Management Evaluation finding and resolution.)
- (f) LPHA, in collaboration with OHA, shall manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (g) As a condition to receiving funds under the Agreement, LPHA must have on file with OHA, a current annual Nutrition Education Plan that meets all requirements related to plan, evaluation, and assessment. Each Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves the right to approve or require modification to the Plan prior to any disbursement of funds under this Agreement. The Nutrition Education Plan, as updated from time to time, is an attachment to this Agreement, in accordance with 7 CFR Part 246, Subpart D, §246.11(d)(2); and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (h) LPHA shall utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR Part 246, Subpart E, §246.14(c)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (i) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7 CFR Part 246, Subpart F, §246.19(b)(1)-(6); and the agreement approved by CLHO MCH Committee on January 2001, and by CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006. The scope of this review is described in Policy 215 in the WIC Manual.

d. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit the following written reports to OHA:

- (1) Quarterly reports on (a) the percentage of its NSA Funds used for Nutrition Education activities and (b) the percentage used for Breastfeeding education and support.
- (2) Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.
- (3) Annual WIC budget projection for the following state fiscal year, due with the annual Nutrition Education Plan

e. **Performance Measures.**

- (1) LPHA shall serve an average of greater than or equal to 97% and less than or equal to 103% of its Assigned Caseload over any twelve (12) month period.
- (2) OHA reserves the right to adjust its award of NSA Funds, based on LPHA performance in meeting or exceeding Assigned Caseload.

3. **Special Supplemental Nutrition Program for Women, Infants and Children - Farm Direct Nutrition Program (FDNP) Services.**

a. **General Description of FDNP Services.** FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to women, infants, and children who are nutritionally at risk and who are Participants. FDNP Services are also intended to expand the awareness, use of and sales at local farmers' markets and farm stands. FDNP Participants receive checks that can be redeemed at local farmers' markets and farm stands for Eligible Foods.

b. **Definitions Specific to FDNP Services.** In addition to the definitions in Section 2.b. above, the following terms used in this Section 3 shall have the meanings assigned below, unless the context requires otherwise:

- (1) **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown Produce, fruits, vegetables and herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.
- (2) **Farmers' Market:** Association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.
- (3) **Farmers' Market Season or Season:** June 1 – October 31.
- (4) **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a farm stand. This is in contrast to a group or association of farmers selling their produce at a farmers' market.
- (5) **FDNP:** The WIC Farm Direct Nutrition Program authorized by Section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers' Market Nutrition Act of 1992, Pub. L. 102-214, enacted on July 2, 1992.
- (6) **Locally Grown Produce:** Produce grown within Oregon's borders, but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.

- (7) **Recipients:** Participants who (a) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant women, Breastfeeding Women, non-Breastfeeding Postpartum Women, infants 4 months of age or older and children through the end of the month they turn five years of age, and (b) have been chosen by the LPHA to receive FDNP Services.
- c. **Procedural and Operational Requirements for FDNP Services.** All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- (1) **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
 - (2) **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:
 - (a) **Coupon Distribution:** OHA will deliver FDNP checks to the LPHAs who will be responsible for distribution of these checks to Recipient. Each Recipient must be issued one packet of checks after confirmation of eligibility status. The number of check packets allowed per family will be announced before each Season begins.
 - (b) **Recipient Education:** Checks must be issued in a face-to-face contact after the Recipient/guardian has received a FDNP orientation that includes Nutrition Education and information on how to shop with checks. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Farmers' Market Client Education Requirements Policy in the WIC Manual.
 - (c) **Security:** Checks must be kept locked up at all times except when in use and at those times a LPHA staff person must attend the unlocked checks.
 - (d) **Check Issuance and LPHA Responsibilities:** LPHA must document the required Certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA shall follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP Services requirements.
 - (e) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 230, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the State FDNP coordinator if necessary. LPHAs must record all complaints on an Oregon FDNP comment form (see Appendix B of Policy 1100 of the WIC Manual), and all originals of the completed form must be forwarded to the State FDNP Coordinator.
 - (f) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

- (3) **Reporting Obligations and Periodic Reporting Requirements.** The reporting obligations of LPHA are set forth in the Exhibit E, Section 6 of this Agreement.

4. **Breastfeeding Peer Counseling (BFPC) Services**

- a. **General Description of BFPC Services.** The purpose of BFPC Services is to increase Breastfeeding duration and exclusivity rates by providing basic Breastfeeding information, encouragement, and appropriate referral primarily during non-traditional work hours at specific intervals to pregnant and Breastfeeding Women who are Participants through a Peer Counselor from the local community.

b. **Definitions Specific to BFPC Services.**

In addition to the definitions in Section 2.b. above, the following terms used in this Section 4 shall have the meanings assigned below, unless the context requires otherwise:

- (1) **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, is determined by OHA using the WIC Peer Counseling funding formula. (approved by CHLO MCH and CHLO Executive Committee December 2004, and re-approved as written August 2007). This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling Caseload management performance and is used in determining peer counseling funding for LPHA.
- (2) **Peer Counselor:** A paraprofessional support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant women and Breastfeeding mothers who are Participants.
- (3) **LPHA Breastfeeding Peer Counselor Coordinator or BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of) BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual.
- (4) **State Breastfeeding Peer Counseling Project Coordinator or State BFPC Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.
- (5) **Peer Counseling Caseload:** For any month, the sum of the actual number of women assigned to an LPHA Peer Counselor.

- c. **Procedural and Operational Requirements of the BFPC Services.** All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

(1) **Staffing Requirements and Staff Qualifications.**

- (a) LPHA shall provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling Caseload and must be sufficient to maintain Caseload requirements specified in the WIC Manual.
- (b) LPHA shall recruit and select women from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.

(2) General Requirements for the BFPC Services.

- (a) WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.
- (b) Confidentiality:** Each Peer Counselor shall abide by federal, state and local statutes and regulations related to confidentiality of BFPC Participant information.
- (c) Job Parameters and Scope of Practice:** The LPHA position description, selection requirements and scope of practice for Peer Counselor(s) shall be in accordance with the WIC Manual.
- (d) Required Documentation:** LPHA shall document BFPC Participant assignment to a Peer Counselor in TWIST. LPHA shall assure that all Peer Counselors document all contact with BFPC Participants according to the WIC Manual.
- (e) Referring:** LPHA shall develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.
- (f) LPHA-provided Training:** LPHA shall assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual
- (g) Conference Calls:** LPHA shall assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.
- (h) Frequency of Contact with Participant:** LPHA shall follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of BFPC Participant notifications, and the number and type of interventions included in a Peer Counselor's Assigned Caseload.
- (i) Plan Development:** LPHA shall develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to BFPC Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.
- (j) Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services shall not be included in the regular WIC quarterly time studies described in Section 2(d)(2) above.
- (k) Counting of BFPC Services Expenditures:** LPHA shall not count expenditures from the BFPC Services funds towards meeting either its LPHA Breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.
- (l) Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA will cooperate with such OHA monitoring.

(m) Performance Measures:

- i.** LPHA shall serve at least 97% of its Assigned Peer Counseling Caseload over any twelve-month period.
- ii.** OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.

(3) Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit the following reports:

- (a)** A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.
- (b)** A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual

(4) Terms Specific to BFPC Services. OHA reserves the right to discontinue funding BFPC Services if the LPHA does not follow the requirements related to BFPC Services as stipulated in the WIC Manual.

Program Element #41: Reproductive Health Program

1. **General Description.** The funds provided under this Agreement for this Program Element must only be used in accordance with and subject to the restrictions and limitations set forth below to provide Reproductive Health (RH) Program services. RH Program services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the RH Program is to assist people of reproductive age to formulate and carry out a reproductive life plan by providing services in a manner satisfactory to OHA including, but not limited to, a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.
2. **Definitions Specific to the Reproductive Health Program.**
 - a. **Ahlers & Associates:** Vendor for data processing contracted by the OHA RH Program.
 - b. **Client Visit Record (CVR):** Data collection tool for reproductive health encounters developed by the US Department of Health and Human Services (HHS), Office of Population Affairs (OPA), Region X, Office of Family Planning, available from the Reproductive Health Program.
 - c. **Federal Poverty Level (FPL) Guidelines:** The annually-adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.
 - d. **Federal Title X Program:** The federal program authorized under Title X of the Public Health Service Act, as amended through P.L. 114-255, Enacted December 13, 2016, to provide RH services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.
 - e. **Program Income:** Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.
 - f. **Title X Program Requirements:** Program Requirements for Title X Funded Family Planning Projects revised in 2014 and published by the Office of Population Affairs, Office of Family Planning, located at: <https://www.hhs.gov/opa/guidelines/program-guidelines/program-requirements/index.html>
3. **Procedural and Operational Requirements.** All RH services supported in whole or in part with funds provided under this Agreement must be delivered in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Requirements, OPA Program Policy Notices (PPN), and the Reproductive Health Program Manual.
 - a. **Title X Program Requirements.** LPHA must comply with the revised Federal Title X Program Requirements for Family Planning Projects, and any subsequent PPNs issued by OPA, including the following:
 - (1) Provide services in a manner which protects the dignity of the individual, without regard to religion, race, color, national origin, disability, age, sex, number of pregnancies, or marital status.
Citation 42 CFR, Chapter I, Subchapter D, Part 59, Subpart A, §59.5(a)(3)(4)
 - (2) Provide a broad range of contraceptive methods as required in the Federal Title X Program requirements and as defined in the Reproductive Health Program Manual www.healthoregon.org/rhmanual (Section A6).
Citation 42 CFR Chapter I, Subchapter D, Part 59, Subpart A, §59.5(a)(1)

- (3) Provide an education program which includes outreach to inform communities of available services and benefits of reproductive health.

Citation 42 CFR, Chapter I, Subchapter D, Part 59, Subpart A, §59.5(b)(3)

- (4) Assure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents.

Citation 42 CFR 59.15

- b. Each sub-recipient must adopt and implement policies, procedures and protocols developed and distributed, or approved by OHA, based on national standards of care, Title X Program Requirements and Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services (QFP).
- c. Medications will be administered and dispensed following the Oregon Board of Pharmacy rules.
Citation OAR 855-043-0700 to 855-043-0750.
- d. Provide coordination and use of referral arrangements with other healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.
Citation 42 CFR Chapter I, Subchapter D, Part 59, Subpart A, §59.5(b)(8)
- e. Each sub-recipient must appoint a RH Coordinator who will serve as the primary point of contact between the LPHA and the RH Program. The RH Coordinator attends required trainings and meetings provided by the RH Program (or assures attendance by appropriate staff) and must assume responsibility for conveying pertinent information and updates from the RH Program to personnel at all clinic sites, including subcontracted sites. **Reproductive Health Program Manual** www.healthoregon.org/rhmanual (Section A1)
- f. **Data Collection.**
 - (1) LPHA must collect and submit client data to OHA through Ahlers and Associates using the CVR for each individual receiving any service supported in whole or in part with OHA funds provided under this Agreement.
 - (2) LPHA must collect and submit to OPA all required data reports which may include information on outreach and enrollment activities and/or other data required to better understand changing trends within the Federal Title X Program provider network.

4. Reporting Requirements. In addition to the reporting obligations set forth in Exhibit E Section 6 of this Agreement, LPHA shall submit to OHA the following written reports:

- a. **Annual Plan for RH Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.
- b. **Oregon Health Authority Revenue and Expenditure Report** must be submitted quarterly on the dates specified in Exhibit E Section 6 of this Agreement.

5. Program Income.

- a. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of RH services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OHA-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC §701-709.
Citation 42 CFR 59.5(a)(7) and (8)

- b. Fees.** Any fees collected for RH services shall be used only to support the LPHA's RH Program.
OMB A-133 Subpart C
- c. Disposition of Program Income Earned.** OHA requires that LPHA maintain separate fiscal accounts for Program Income collected from providing RH services. Program Income collected under this Agreement must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element Description, and may not be carried over into subsequent years.
OMB A-133 Subpart C

- 6. Subcontracting.** If LPHA chooses to subcontract all components of RH services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.
 - a.** LPHA may subcontract with another Title X agency or sub-recipient within the same service area for the provision of Title X Funded Family Planning Projects. .
 - b.** LPHA may subcontract with a non-Title X sub-recipient of OHA within the same service area but must provide or assure provision of all necessary training to ensure that said subcontractor is fully knowledgeable of Title X Program Requirements.
 - c.** In either case, LPHA shall monitor client care and adherence to all Title X Program Requirements as outlined in this Program Element Description. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a subcontract agreement.
 - d.** LPHA must provide public communication regarding where Title X family planning services will be available before, during and after the transition.
 - e.** LPHA must ensure that at least 90% of allocated funds are made available to the subcontracted agency providing the direct services. Ten percent of the funds awarded for RH services may be retained for indirect costs by the LPHA, incurred for the purposes of training and monitoring subcontractor as specified above.
 - f.** LPHA must assure that all requirements of this Program Element are met.

Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services

1. General Description. Funding provided under this Agreement for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below and the Federal Title V Maternal and Child Health Services Block Grant Program (Title V) to provide the following services:

- Maternal, Child and Adolescent Health (MCAH) Preventive Health Services (or “MCAH Service(s)”);
- Oregon Mothers Care (OMC) Services;
- Maternity Case Management (MCM) Services; and
- Babies First! (B1st!) and/or Nurse Family Partnership (NFP)

If funds awarded to LPHA for MCAH Services, in the Financial Assistance Award located at Exhibit C to the Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

2. General Requirements.

- a. Data Collection. LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], defined by revised 2015 Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- b. Administration. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Agreement, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
- c. Sliding Fee Scale. If any charges are imposed upon a client for the provision of health services assisted by the State under this Program Element, such charges: (1) will be pursuant to a public sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income mothers and children, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with Title V, Section 505 [42 USC 705 (5) (D)].
- d. Fees. Use of any fees collected for these services shall be dedicated to such services.
- e. Medicaid Application. Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to develop the specific procedures that LPHA will implement to provide Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705(a)(5)(F)(iv)] .
- f. MCAH Funds. MCAH funds shall be used for any service or activity described in this Program Element according to the following limitations:

- (1) **Title V Funds.** Title V Funds shall not be used as match for any federal funding source. Title V Funds must be used for services that support Federal or state-identified Title V MCAH priorities.
 - (a) **MCAH/Title V Child and Adolescent Health Funds:** A minimum of thirty percent (30%) of the total Title V funds are designated for services for infants, children, and adolescents (Title V, Section 505 [42 USC 705(a)(3)(A)]). LPHA may only use these funds for services to infants, children and adolescents less than 21 years of age.
 - (b) **MCAH/Title V Flexible Funds:** The remainder of the total Title V funds are designated for program or services for women, infants, children and adolescents. LPHA may use these funds for services to women, infants, children and adolescents of any age population.
 - (c) **School-Based Health Centers.** MCAH/Title V Funds may also be used for School-Based Health Centers within limitations of Subsection 2.f.(1)(a) and (b) above.
 - (d) **Babies First! and NFP MCAH/Title V Funds,** 2.f.(1)(a) and (b) above, may also be used for activities connected with the B1st! and/or NFP Services within the limitations described in Subsection 2.f.(1)(a) and (b) above,
- (2) **MCAH/Perinatal Health State General Funds.** Perinatal Health State General Funds shall be used by LPHA for public health services for women during the perinatal period (one year prior to conception through one year postpartum).
- (3) **MCAH/Child and Adolescent Health State General Funds.** Child and Adolescent Health State General Funds shall be used by LPHA for public health services for infants, children and adolescents.
- (4) **Babies First! and NFP State General Funds.** State General Funds for B1st! and NFP shall be limited to expenditures for those services. NFP services shall meet program fidelity.

3. Services Supported by MCAH Funds (required if Title V funds are accepted by the LPHA).

a. Definitions Specific to this Section.

- (1) **MCAH Services.** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
- (2) **MCAH Flexible Funds.** Title V and State General Funds that can be used for any MCAH Service within the scope of the limitations in Section 2.f.(1) of this Program Element.

b. Procedural and Operational Requirements. All MCAH Services supported in whole or in part with MCAH Funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- (1) LPHA shall submit a Comprehensive MCAH Plan of the public health goals and services appropriate for the MCAH population within the jurisdiction of the county. The Comprehensive MCAH Plan shall include a workplan for use of Title V funds demonstrating how Title V funds support activities directly related to Oregon's Title V Priorities for 2016 through 2020 (Oregon's Title V Priorities) and Maternal Child and Adolescent Health Action Plan (Oregon's Title V Action Plan), both located at

<https://public.health.oregon.gov/HealthyPeopleFamilies/DataReports/MCHTitleV/Pages/index.aspx>. The Comprehensive MCAH Plan shall include:

- (a) Assessment of the health needs of the MCAH population;
 - (b) Work plan including objectives, strategies, measures and timelines that coordinate with and support Oregon's Title V Action Plan;
 - (c) Evaluation plan to measure progress and outcomes of Comprehensive MCAH Plan;
 - (d) Prior year use of Title V funds; and
 - (e) Projected use of Title V funds and other funds supporting the Comprehensive MCAH Plan activities and goals.
- (2) LPHA shall provide MCAH Services administered or approved by OHA that support optimal health outcomes for women, infants, children, and adolescents. Services administered by OHA include, but may not be limited to the following:
- (a) Oregon's Title V Priorities (based on findings of Oregon's 5-year Title V Block Grant Needs Assessment) will drive state and local Public Health use of Title V funds. Services and activities funded by Title V must align with Oregon's Title V Action Plan, state and National Title V priorities and performance measures, and state-selected evidence-based/informed strategies and measures. Title V Services administered by OHA must be aligned with the following:
 - i. Oregon's Title V Priorities
 - ii. National Title V Priorities as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross-Cutting or Life Course.
 - iii. Oregon's State Title V Measures
 - iv. Oregon's evidence-based/informed strategic measures
 - (b) Title V-funded work in the following areas must related to state-identified Title V Priorities:
 - i. Preconception health services such as preventive health and health risk reduction services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health. Preconception health is defined as interventions that aim to identify and modify biomedical, behavioral, and social risks to a woman's health or pregnancy outcome through prevention and management, emphasizing those factors which must be acted on before conception or early in pregnancy to have maximal impact.
 - ii. Perinatal health services such as Oregon MothersCare (OMC) Services, MCM Services; or other preventive health services that improve pregnancy outcomes and health.
 - iii. Infant and child health services such as B1st! and NFP Services, Child Care Consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death Follow-up, Oral Health including dental sealant services; or

other health services that improve health outcomes for infants and young children; and

- iv. Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

- (c) LPHA may provide other MCAH Services identified through the Comprehensive MCAH Plan and local public health assessment, and approved by OHA with non-Title V funds.
- (d) Subject to OHA approval and notwithstanding the provisions of Sections 1, and 2.f. of this Program Element, LPHA may provide clinical or outpatient services with funds under this Program Element, when all other payment options for such services are unavailable.

4. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit Annual Reports for the Comprehensive MCAH Plan and collect and submit data for clients receiving MCAH Services supported with funds from OHA under this Agreement, satisfactory to OHA.

A progress report on the goals, activities and expenditures of the Comprehensive MCAH Plan must be submitted in conjunction with the LPHA Annual Progress Report, due each year by March 1.

- a. By September 30 of each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS).
- b. LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
- c. If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.
- d. At a minimum, client data shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services.

5. Oregon MothersCare (“OMC”) Services (not a required service).

- a. General Description. OMC Services are referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall provide an ongoing outreach campaign, utilize the statewide toll-free 211 Info telephone hotline system, and provide local access sites to assist women to obtain prenatal care services.
- b. Procedural and Operational Requirements for OMC Services. All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
 - (1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA’s OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
 - (2) LPHA must follow the OMC Protocols, as described in OHA’s Oregon MothersCare Manual April, 2015, provided to LPHA and its locations at which OMC Services are

available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, maternity Case Management, prenatal care, including dental care, and other services as needed by pregnant women.

- (3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.
 - (4) LPHA or its OMC site designee must assist all women seeking OMC Services in accessing prenatal services as follows:
 - (a) LPHA must provide follow up services to clients and women referred to LPHA by the 211 Info and other referral sources; inform these individuals of the link to the local Prenatal Care Provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
 - (b) LPHA must provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (“OHP”) application assistance, first prenatal care appointment); MCM Services (such as initial care needs assessment and home visiting services); WIC Services; health risk screening; other pregnancy support programs; and other prenatal services as needed.
 - (5) LPHA shall make available OMC Services to all pregnant women within the county. Special outreach shall be directed to Low-Income women and women who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. “Low-Income” means having an annual household income which is 185% or less of the federal poverty level (“FPL”) for an individual or family.
 - (6) LPHA shall make available to all Low-Income pregnant women within the county assistance in applying for OHP coverage.
 - (7) LPHA shall make available to all Low-Income pregnant women within the county and all pregnant women within the county who are members of racial and ethnic minorities referrals to additional perinatal health services.
 - (8) LPHA shall designate a representative who shall attend OMC site meetings conducted by OHA.
 - (9) Except as specified below, LPHA shall deliver directly all OMC Services supported in whole or in part with financial assistance provided to LPHA under this Agreement. With the prior written approval of OHA, LPHA may contract with one or more Providers for the delivery of OMC Services.
- c. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must collect and submit client encounter data quarterly on individuals who receive OMC Services supported in whole or in part with fund provided under this Agreement. LPHA shall submit the quarterly data to OHA using OMC client tracking forms approved by OHA for this purpose
- 6. Maternity Case Management (“MCM”) Services** (not a required service)
- a. General Description. Maternity Case Management (“MCM”), a component of perinatal services, includes assistance with health, economic, social and nutritional factors of clients which can negatively impact birth outcomes.

- b. Definitions Specific to MCM Services. Care Plan, Case Management, and Prenatal/Perinatal Care Provider have the meanings set forth in OAR 410-130-0595(5). Services provided during the perinatal period for clients enrolled in a Coordinated Care Organization (CCO) will depend on contractual obligations agreed upon by LPHA and the CCO.
- c. Procedural and Operational Requirements for MCM Services. For those clients not enrolled in a CCO, all MCM Services provided with funds under this Program Element as well as those provided through OHP must be delivered in accordance with the Maternity Case Management Program requirements set forth in OAR 410-130-0595. Services arranged through a contract with a CCO may have a different definition; funds provided under this Program Element are available for use for these contracted perinatal activities, within the limitations described in Subsection 2.f.(1) of this Program Element.
- d. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting obligations set forth in Exhibit E, Section 6 “Reporting Requirements” of this Agreement, LPHA shall collect and submit client data for all clients and visits occurring during the calendar year on to OHA, regardless of whether an individual receiving services has delivered her baby, as follows:
 - (1) By September 30 each year, all client visit data for the previous state fiscal year (July 1- June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
 - (a) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (b) If LPHA pays Providers for Services with MCAH funds, LPHA shall include client data from those Providers.
 - (2) Client data reports shall include: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, source of payment for services, trimester at first prenatal visit, infant gestational age at delivery, infant birth weight, and infant feeding method.
 - (3) All data must be collected when MCM funds made available under this Agreement are used to provide or pay for (in whole or in part) an MCM service.

7. Babies First! and Nurse Family Partnership (B1st!/NFP) Services (required service if Babies First! State General Fund is accepted by the LPHA).

- a. General Description. The primary goal of B1st!/NFP Services is to prevent poor health and early childhood development delay in infants and children who are at risk. B1st!/NFP Services are delivered or directed by Public Health Nurses (PHNs) and are provided during home visits. PHNs conduct assessment, screening, Case Management, and health education to improve outcomes for high-risk children. PHNs and client eligibility criteria are further described in OAR Chapter 410 Division 138.
- b. Procedural and Operational Requirements. All B1st!/NFP Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements.
 - (1) **Staffing Requirements and Staff Qualifications.** LPHA must designate a staff member as its B1st!/NFP Coordinator

(2) Home Visits.

- (a) B1st!/NFP Services must be delivered by or under the direction of a PHN. A PHN will establish and support a Care Plan and must, at a minimum, complete assessments and screenings at 0-6 weeks and 4, 8, 12, 18, 24, 36, 48, and 60 months or by LPHA agreement with NFP National Service Office. These activities should occur during home visits. Screenings and assessments include, but are not limited to, the following activities:
 - i. An assessment of the child's growth.
 - ii. A developmental screening.
 - iii. A hearing, vision and dental screening.
 - iv. An assessment of perinatal depression and anxiety.
 - v. An assessment of parent/child interactions.
 - vi. An assessment of environmental learning opportunities and safety.
 - vii. An assessment of the child's immunization status.
 - viii. Referral for medical and other care when assessments indicate that care is needed.
- (b) Targeted Case Management-billable B1st!/NFP Services must be delivered in accordance with OAR 410-138-0000 through OAR 410-138-0390. Nurse Family Partnership (NFP) protocols must also be delivered pursuant to guidelines in agreement with the LPHA and the Nurse Family Partnership Implementation Agreement. (http://www.nursefamilypartnership.org/assets/PDF/Policy/HV-Funding-Guidance/NFP_Implement_Agreement .)
- (c) B1st!/NFP Services must include follow up on referrals made by OHA for Early Hearing Detection and Intervention, described in ORS 433.321 and 433.323.

- (3) **Targeted Case Management.** If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA shall comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. Targeted Case Management-eligible services are for fee-for-service eligible clients only. Services arranged through contract with a CCO are not subject to the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390. NFP Services comply with the B1st! requirements and may be combined with Babies First! Targeted Case Management.

- c. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA shall collect and report to OHA, in a format acceptable to OHA, the following data on LPHA's delivery of B1st/NFP Services:
- (1) By September 30 each year, all client visit data for the previous state fiscal year (July 1-June 30) must be entered into the Oregon Child Health Information Data System (ORCHIDS) or other state-designated data system.
 - (a) The LPHA may transmit data in an electronic file structure defined by OHA. Electronic transmission of visit data files may be submitted quarterly; however, all client visit data from the previous state fiscal year must be complete and transmitted to OHA by September 30 of each year.
 - (b) If LPHA pays Providers for Services, LPHA shall include client data from those Providers.
 - (2) Client data reports shall include, at a minimum: the number of clients served, the demographic profile of clients, number of visits or encounters, the types of services provided, and source of payment for services. The B1st!/NFP Client Data Form provided by OHA lists details of the required data elements.
 - (3) All data elements must be collected when funds provided under this Agreement for B1st!/NFP Services are used to pay for (in whole or in part) a B1st!/NFP Service.

Program Element #43: Public Health Practice (“PHP”) – Immunization Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with and subject to the restrictions and limitations set forth below, to provide Immunization Services in LPHA’s Service Area “Immunization Services”. All changes to this Program Element are effective upon receipt of grant award. Use of any fees collected for purpose of Immunization Services will be dedicated to and only used for payment of such services.

Immunization Services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Immunization Services include population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers that provide vaccines to their client populations; as well as vaccine administration to vulnerable populations with an emphasis on ensuring access and equity in service delivery.

2. **Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA’s statewide immunization information system.
- b. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
- c. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- d. **Case-management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- e. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- f. **Clinical Immunization Staff:** LPHA staff that administer immunizations or who have authority to order immunizations for patients.
- g. **Delegate Addendum:** A document serving as a contract between a LPHAs and an outside agency agreeing to provide Immunization Services under the umbrella of the LPHA. The Addendum is signed in addition to a VFC Public Provider Agreement and Profile.
- h. **Delegate Agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing Immunization Services to targeted populations.
- i. **Deputization:** The process that allows Federally Qualified Health Centers (FQHC) and Rural Health Clinics (RHC) to authorize local health departments (LHDs) to vaccinate underinsured VFC-eligible children.
- j. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient’s paper medical chart.
- k. **Exclusion Orders:** Legal notification to a parent or guardian of their child’s noncompliance with the School/Facility Immunization Law.
- l. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- m. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.

- n. **Oregon Vaccine Stewardship Statute:** State law requiring all VFC-enrolled providers to:
 - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
 - (2) Use ALERT IIS ordering and inventory modules; and
 - (3) Verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.
- o. **Orpheus:** An electronic communicable disease database and surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
- p. **Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/IG. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- q. **Section 317:** Funding that provides no cost vaccine to individuals who meet eligibility requirements based on insurance status, age, risk factors, and disease exposure.
- r. **Service Area:** Geographic areas in Oregon served by immunization providers.
- s. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
- t. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- u. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
- v. **Vaccine Eligibility:** An individual's eligibility for state-supplied vaccine based on insurance coverage for immunization.
- w. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
 - (1) American Indian/Alaskan Native; or,
 - (2) Uninsured; or,
 - (3) Medicaid-enrolled; or,
 - (4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
 - (5) Underinsured and served by LPHAs that have deputization agreements with FQHCs/RHCs.
- x. **Vaccines for Children Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
- y. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.

3. Procedural and Operational Requirements:

- a. **Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active VFC Provider. If LPHA contracts out for clinical services, LPHA must ensure that contractor maintains enrollment as an active VFC Provider.
- b. **Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.
- c. **Vaccine Management.**
 - (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and will reconcile their inventory in ALERT IIS. Inventories will be kept for a minimum of three years.
 - (2) LPHA must submit vaccine orders according to the tier assigned by the OHA's Immunization Program.
- d. **Billable Vaccine/IG.**
 - (1) LPHA will be billed quarterly by the OHA for billable doses of vaccine.
 - (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
 - (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
 - (4) Payment is due 30 days after the invoice date.
- e. **Delegate Agencies.**
 - (1) If LPHA has an agreement with other agencies for Immunization Services, LPHA will complete a Delegate Addendum. A new Delegate Addendum must be signed when either of the authorized signers changes or upon request.
 - (2) (Quality Assurance only) LPHA must participate in Delegate Agency's biennial VFC compliance site visits with an OHA site visit reviewer.
- f. **Vaccine Administration.**
 - (1) Vaccines must be administered as directed in the most current, signed version of OHA's Model Standing Orders for Immunizations.
 - (2) LPHA must ensure that clinical immunization staff annually view the Epidemiology and Prevention of Vaccine-Preventable Diseases program or the annual update. Both are available as a DVD or a web-on-demand from the CDC's website.,
 - (3) In connection with the administration of a vaccine, LPHA must:
 - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine;
 - (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille);
 - (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record;

- (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred;
 - (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement);
 - (f) Demonstrate the ability to override a VIS date in their EHR system;
 - (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <http://arcweb.sos.state.or.us/doc/recmgmt/sched/special/state/sched/20120011oha-phdrrs.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232; and
 - (h) Comply with Vaccine Billing Standards. See Appendix A to this Program Element.
- g. Immunization Rates, Outreach and Education.** OHA will provide annually to LPHA their AFIX rates and other population-based county rates. LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to raise immunization rates. These educational and outreach activities may include activities intended to reduce barriers to immunization, or special immunization clinics that provide vaccine for flu prevention or school children.
- h. Tracking and Recall.**
- (1) LPHA must forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic forecasting system.
 - (2) LPHA must review their patients on the statewide recall list(s) in the first two weeks of the month and make any necessary demographic or immunization updates.
 - (3) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.
- i. Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct disease surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:
- <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
 - <http://public.health.oregon.gov/LaboratoryServices>
 - <http://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>

j. Adverse Events Following Immunizations.

- (1) LPHA must complete and electronically file a VAERS form if:
 - (a) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>
 - (b) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
 - (c) OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
 - (d) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital; and
- (2) Email a copy of the VAERS report number to OHA as soon as possible after filing the VAERS report.

k. Perinatal Hepatitis B Prevention, Screening and Documentation

LPHA must provide case-management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.

Case-management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at

<https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:

- (1) Screen for HBsAg status, or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs;
- (2) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%;
- (3) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System;
- (4) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA;
- (5) Provide Case-management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology; and
- (6) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

l. School/Facility Immunization Law

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at <http://1.usa.gov/OregonSchool>.
- (2) LPHA must take orders for and deliver Certificate of Immunization Status forms to schools and children's facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA's Service Area. LPHA will submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement.

m. Affordable Care Act Grants/Prevention and Public Health Project Grants

- (1) If one time only funding becomes available, LPHA may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.
- (2) LPHA may on occasion receive mini-grant funds from the Immunize Oregon Coalition. If LPHA is awarded such funds, it will fulfill all activities required to meet the mini-grant's objectives, submit reports as prescribed by Immunize Oregon, and utilize the funds in keeping with mini-grant guidance.

4. Performance Measures. LPHA will meet the following performance measures:

- a. If LPHA case manages 5 births or more to HBsAg-positive mothers annually, it will ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA's post-vaccination serology rate is lower than 90% it will increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- b. LPHA achieves VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
 - (1) Accounting for 95% of all vaccine inventory in ALERT IIS;
 - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter;
 - (3) Recording the receipt of vaccine inventory in ALERT IIS; and
 - (4) 95% of Primary Review Summary follow-up reports (Sections E-H) are received from schools and children's facilities within 21 days of the annual exclusion day. LPHA will follow the steps outlined in OAR 333-050-0095 with any school or facility that does not submit a follow-up report in a timely manner.

5. Terms and Conditions Particular to LPHA's Performance of Immunization Services.

- a. LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at: <http://1.usa.gov/OregonImmunizationLaw>. LPHA may use electronic mail as an alternative or in addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities, and can confirm receipt of materials.
- b. LPHA must participate in State-sponsored immunization conference(s) and other training(s). LPHA will receive dedicated funds for one person from LPHA to attend required conference(s) and training(s). If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the State will amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award (after all State-required trainings are attended) to attend immunization-related conference(s) and training(s) of their choice, or further support activities included in this Program Element.

6. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit the following reports to OHA's Immunization Program:

- a. Vaccine orders must be submitted according to the ordering tier assigned by OHA.
- b. If LPHA is submitting vaccine administration data electronically to ALERT, LPHA will electronically flag clients who are deceased or have moved out of the Oregon Service Area or the LPHA jurisdiction.
- c. LPHA must complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 3.j. of this Program Element occur.
- d. LPHA must complete and submit an Immunization Status Report as required in Section 3.l(3) of this Program Element.
- e. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

Appendix A

Billing Health Plans in Public Clinics Standards

Purpose: To standardize and assist in improving immunization billing practice

For the purpose of this document, Local Health Department (LHD) will be used to identify the vaccine provider.

Guiding Principles / Assumptions:

LHDs should be assessing immunization coverage in their respective communities, assuring that vaccine is accessible to all across the lifespan, and billing appropriately for vaccine provided by the LHD.

Health plans should reimburse LHDs for the covered services of their members, with vaccine costs reimbursed at 100%.

LHDs who serve insured individuals should work to develop immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, when appropriate, set up procedures to screen clients appropriately, and bill an administration fee that reflects the true cost of services.)

Oregon Immunization Program (OIP) staff and contractors will work with LHDs and health plans to improve contracting/agreement opportunities and billing processes.

Each LHD is uniquely positioned to determine the best methods of meeting both the immunization needs of its community and how to recover the costs of providing services.

OIP will work with appropriate CLHO committees to add the standards to Program Element 43 and negotiate the Tier One implementation date.

The billing standards are designed as tiers, with Tier One activities laying the foundation for more advanced billing capacity in Tiers Two and Three.

Tier One

The LHD:

- Identifies staff responsible for billing and contracting activities
- Identifies major health insurance plans in the jurisdiction, including those most frequently carried by LHD clients
- Determines an administration fee for Billable clients based on the full cost recovery of services provided and documents how fees were determined
- Charges the maximum allowable vaccine administration fee¹ for all eligible VFC/317 clients and discounts the fee for eligible clients as needed
- Develops immunization billing policies and procedures that address:
 - Strategies to manage clients who are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided
 - The actual cost of administration fees and the adjustments made, if any, to administration fees based on payer, patient age, and/or vaccine eligibility code
 - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
 - The appropriate charge for vaccine purchased from OIP, by including a statement that says, “We will not charge more than the OIP-published price for billable vaccine.”
 - Billing processes based on payer type (DMAP/CCOs, private insurance, etc.), patient age, and vaccine eligibility code
 - The appropriate billing procedures for Medicaid-covered adults²
 - The appropriate billing procedures for Medicaid-covered children birth through 18 years³
 - Is updated annually or as changes occur
- With certain limited exceptions as published in vaccine eligibility charts, uses no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients⁴
- Implementation will be completed by December 31, 2014.

Tier Two

In addition to all Tier 1 activities, the LHD:

- As needed, considers developing contracts or other appropriate agreements with relevant payers to assure access to immunization services for insured members of the community
- Fulfills credentialing requirements of contracts/agreements
- Bills private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Screens immunization clients to determine amount owed for service at all LHD clinics, including those held offsite
- Devises a plan to implement results of administration fee cost analysis

Tier Three

In addition to all Tier 1 and Tier 2 activities, the LHD:

- Conducts regular quality assurance measures to ensure costs related to LHD’s immunization services are being covered
- Implements administration charges based on results of the administration fee cost analysis
- Works to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provides Medicare Part B and/or Part D vaccines, as needed, and bills appropriately to cover the cost

¹ This fee is determined by the Centers for Medicaid and Medicare Services (CMS) for each state

² Uses vaccine eligibility code B for Billable (or L if Locally-owned) and bills DMAP/CCOs for the vaccine and an administration fee that reflects the actual cost of providing immunizations

³ Uses vaccine eligibility code M for OHP/Medicaid clients and bills DMAP/CCOs an administration fee that does not exceed the CMS allowed amount for the State of Oregon, \$21.96 per injection

⁴ Insured clients should be assigned a vaccine eligibility code of B or L

Program Element #44: School Based Health Centers (SBHC)**1. School-Based Health Center (“SBHC”) Services.**

- a. **Description.** The funds provided under this Agreement for this Program Element, SBHC Services shall only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- b. **Definitions.**
School-Based Health Center (“SBHC”) has the meaning given the term in ORS 413.225.
- c. **Procedural and Operational Requirements.**
 - (1) All SBHC Services must be delivered in accordance with OAR 333-028-0220, a copy of which is accessible on the Internet at:
http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_333/333_028.html
 The SBHC Standards for Certification, Version 4 includes administrative, operations and reporting guidance, and minimum standards and/or requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing. A copy of the Standards for Certification is available from OHA or accessible on the Internet at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>
 - (2) LPHA must provide the oversight and technical assistance so that each SBHC in its jurisdiction meets Certification Requirements as set forth in OAR 333-028-0220.
 - (3) LPHA shall assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA’s certification review cycle as set forth in OAR 333-028-0230.
- d. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in Exhibit E, Section 6 of this Agreement, LPHA shall assure that all SBHC’s in its county jurisdiction:
 - (1) Submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification, Version 4 at two times during the year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15th for the preceding service year (July 1 –June 30), and
 - (2) Submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification, Version 4 no later than October 1st for the preceding service year (July 1 –June 30). The current list of KPMs can be found at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/data-requirements.aspx>
 - (3) Submit annual SBHC financial data via the Program’s online Operational Profile in the form acceptable to OHA no later than October 1st for the preceding service year (July 1-June 30).

- (4) Submit annual SBHC hours of operation and staffing via the Program's online Operational Profile in the form acceptable to OHA no later than October 1st for the current service year.
- (5) Submit completed annual student satisfaction survey data no later than June 1st.
- (6) Complete the triennial School-Based Health Alliance SBHC Census Survey.

Current SBHC Census Survey timeline and details can be found at:

<http://www.sbh4all.org/>

2. SBHC Planning Grants (for specific LPHAs in 2017-2019)

- a. This section is applicable only to LPHA if LPHA has been selected to receive a SBHC Planning Grant from OHA. LPHA will be notified if the 2017 Legislature approves and appropriates funds for SBHC Planning Grants or if the OHA SBHC State Program Office (SPO) has other funds available for SBHC development.
- b. An SBHC Planning Grant provides one-time funds to assist the LPHA in developing a strategic plan for implementing SBHC services in the LPHA county jurisdiction. The following terms and conditions apply if OHA selects LPHA to receive a SBHC Planning Grant:

(1) Phase I (October 1, 2017– June 30, 2018) Strategic Planning

- (a) LPHA shall create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan must have the SBHC sites open, operational and ready for certification by Spring 2019. SBHC Certification Standards are available at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>
- (b) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase I Planning grantees. In addition each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.
- (c) By July 1, 2018, the LPHA shall submit a final report and line item expenditure report briefly describing its activities and progress to date on the development of SBHC Services together with a copy of its strategic plan and proposed implementation budget for Phase II.

(2) Phase II (July 1, 2018-June 30, 2019) Strategic Planning

- (a) LPHA shall implement the approved Phase I SBHC strategic plan and have the planned SBHC Services operational and ready for certification by Spring 2019. Sites must become certified by June 30, 2019 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent on legislatively adopted budgets. SBHC Certification Standards are available at:

<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>

- (b) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between OHA SBHC Program and LPHA Phase II Planning grantees. In addition, each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.
- (3) Advance Phase (October 1, 2017 - June 30, 2018 or July 1, 2018 – June 30, 2019) Strategic Planning
 - (a) LPHA shall create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification by Spring 2018 or Spring 2019. SBHC Certification Standards are available at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>
 - (b) LPHA shall participate in monthly technical assistance calls at times mutually agreed to between the OHA SBHC Program and L P H A Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by an OHA SBHC Program staff member.
 - (c) LPHA must become certified in by June 30, 2018 or June 30, 2019 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent upon legislatively approved budgets.

3. SBHC Mental Health Expansion Grants (July 1, 2017 – June 30, 2019)

- a. This section is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA will be notified if the 2017 Legislature approves and appropriates funds for SBHC Mental Health Expansion Grants.
- b. Funds provided under this Agreement shall be used to support mental health capacity within the SBHC system by:
 - (1) Adding mental health staff or expanding current mental health staff hours, with the ability to collect and report on mental health encounter visits; and /or
 - (2) Supporting mental health projects (as defined by grant proposal) within the SBHC system.
- c. LPHA shall provide services that are culturally and linguistically appropriate to their target population.
- d. LPHA shall track data related to mental health encounters as outlined in the SBHC Certification Standards. SBHC Certification Standards are available at:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>
- e. LPHA shall collect data as part of an evaluation for their support project in collaboration with the SPO.
- f. LPHA shall participate in check-in meetings (via phone or email) at times mutually agreed to between the OHA SBHC Program and the LPHA and submit 3 mid-project reports and a final project report, due December 15, 2017, June 15, 2018, December 15, 2018, and June 15, 2019, respectively.

Program Element #50: Safe Drinking Water (SDW) Program**1. Description and Purpose.**

- a. Funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, to deliver the Safe Drinking Water (SDW) services. SDW Services are intended to enable LPHA to assume primary responsibility for the quality of drinking water provided by most of the Public Water Systems located within LPHA's jurisdiction.
- b. The purpose of the SDW program is to provide services to Public Water Systems that result in reduced health risk and increased compliance with drinking water monitoring and MCL requirements. The SDW program reduces the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided through the SDW program include investigation of occurrences of waterborne illness, drinking water contamination events, response to spills, emergencies, and inspection of Public Water System facilities. SDW program requirements also include reporting of data to OHA, Public Health Division, Drinking Water Services (DWS) necessary for program management and to meet federal Environmental Protection Agency (EPA) Safe Drinking Water Act program requirements.
- c. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

“91% of the population served by Community Water Systems will receive water that meets all applicable health-based drinking water standards during the year; and 90% of the Community Water Systems will provide water that meets all applicable health-based drinking water standards during the year.”

Public Drinking Water Systems addressed in this Program Element include Community Water Systems, Non-Transient Non-Community Water Systems, and Transient Non-Community Water Systems, serving 3,300 or fewer people and using Groundwater sources only, and those activities specifically listed for Non-EPA Water Systems using Groundwater sources only.
- d. LPHA is responsible for Public Water Systems that purchase their water from other public water suppliers when the purchasing systems serve 3,300 or fewer people.

2. Definitions Specific to the SDW Program.

- a. **Community Water System:** A Public Water System that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.
- b. **Drinking Water Services (DWS):** OHA, Public Health Division, DWS administers and enforces state and federal SDW quality standards for 3,600 Public Water Systems in the state of Oregon. DWS prevents contamination of public drinking water systems by protecting drinking water sources; assuring that Public Water Systems meet standards for design, construction, and operation; inspecting Public Water Systems and assuring that identified deficiencies are corrected; providing technical assistance to public water suppliers; providing financial assistance to construct SDW infrastructure; and certifying and training water system operators.
- c. **Groundwater:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.

- d. **Maximum Contaminant Level (MCL) Violation:** MCL Violations occur when a Public Water System's water quality test results demonstrate a level of a contaminant that is greater than the established MCL.
- e. **Monitoring or Reporting (M/R) Violation:** Minor Monitoring or Reporting Violations occur when a Public Water System takes some but not all of the routine samples for a particular contaminant or collects partial treatment performance data or insufficient numbers of repeat samples following a coliform positive routine sample during a compliance period, and reports those partial results to DWS or its agent. Major Monitoring or Reporting Violations occur when a Public Water System fails to take any routine samples for a particular contaminant or report any treatment performance data during a compliance period, or fails to take any repeat samples following a coliform positive routine or where the Public Water System has failed to report the results of analyses to DWS for a compliance period. A Violation is classified as major if DWS or its agent receives no monitoring report or receives a report indicating that no monitoring was conducted.
- f. **Non-EPA Water System:** A Public Water System serving 4-14 connections or 10-24 people during at least 60 days per year.
- g. **Non-Transient Non-Community Water System (NTNWS):** A Public Water System that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.
- h. **Priority Non-Complier (PNC):** Water systems with System Scores of 11 points or more.
- i. **Professional Engineer (PE):** A person currently registered as a PE by the Oregon State Board of Examiners for Engineering and Land Surveying.
- j. **Public Water System:** A system for the provision to the public of piped water for human consumption, if such system has more than three service connections, or supplies water to a public or commercial establishment that operates a total of at least 60 days per year, and that is used by 10 or more individuals per day. Public water System also means a system for the provision to the public of water through constructed conveyances other than pipes to at least 15 service connections or regularly serves at least 25 individuals daily at least 60 days of the year. A Public Water System is either a "Community Water System," a "Transient Non-Community Water System," a "Non-Transient Non-Community Water System" or a "State Regulated Water System."
- k. **Registered Environmental Health Specialist (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.
- l. **Regulated Contaminants:** Drinking water contaminants for which MCL or Water Treatment Performance Levels have been established under Oregon Administrative Rule (OAR) 333-061.
- m. **Safe Drinking Water Information System (SDWIS):** EPA's computerized SDW information system database used by DWS.
- n. **System Score:** A point-based value developed by EPA, based on unaddressed M/R Violations for monitoring periods ending within the last five years, for assessing a Public Water System's level of compliance.
- o. **Transient Non-Community Water Systems (TNCWS):** A Public Water System that serves a transient population of 25 or more persons.

- p. **Water Quality Alert:** A report generated by the SDWIS data system containing one or more water quality sample results from a Public Water System that exceed the MCL for inorganic or radiological contaminants, exceeds one-half of the MCL for nitrate, any excursion of corrosion control chemical levels, any positive detection of a microbiological or organic contaminant, or any exceeding lead or copper action levels.
- q. **Water System Information Form:** A report form to update information on a Public Water System for the purpose of maintaining a computer database inventory record that is current, accurate, and complete.
- r. **Water System Survey (Sanitary Survey):** An on-site review of the water source(s), facilities, equipment, operation, maintenance and monitoring compliance of a Public Water System to evaluate the adequacy of the Public Water System, its sources and operations in the distribution of SDW. The survey also identifies sources of contamination by using the results of source water assessments where available.

3. Procedural and Operational Requirements.

- a. **General Requirements.** All services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements:
- b. **Required Services:**
 - (1) Emergency Response: LPHA shall develop, maintain, and carry out a response plan for Public Water System emergencies, including disease outbreaks, spills, operational failures, and Public Water System contamination. LPHA shall notify DWS in a timely manner of emergencies that may affect drinking water supplies.
 - (2) Independent Enforcement Actions: LPHA shall take independent enforcement actions against licensed facilities that are also Public Water Systems as covered under the following OARs: 333-029, 333-030, 333-031, 333-039, 333-060, 333-062, 333-150, 333-162, and 333-170. LPHA shall report independent enforcement actions taken and Public Water System status to DWS using the documentation and reporting requirements specified in this Agreement.
 - (3) Computerized Drinking Water System Data Base: LPHA shall maintain access via computer to DWS's computerized SDWIS. Access via computer to SDWIS is considered essential to carry out the program effectively. LPHA shall make timely changes to DWS's SDWIS computer database inventory records of Public Water Systems to keep DWS's records current.
 - (4) Technical Regulatory Assistance: LPHA shall provide technical regulatory assistance in response to requests from Public Water System operators for information on and interpretation of regulatory requirements. LPHA shall respond to Public Water System complaints received as appropriate or as requested by DWS.
 - (5) Investigation of Water Quality Alerts: LPHA shall investigate all Water Quality Alerts for detections of Regulated Contaminants at Community Water Systems, NCNTWS' and TNCWS'. LPHA shall consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed and to ensure that any confirmed water quality violations are corrected or resolved. LPHA shall provide advice to the subject water system operator on the correct method for issuing public notification and/or advisory to users on protective action as necessary or as

requested by DWS. LPHA may submit one contact report for multiple alerts for the same contaminant.

- (6) Water System Surveys: LPHA shall conduct a survey of each Community Water System within LPHA's jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNCWS and TNCWS within LPHA's jurisdiction every five years or as otherwise scheduled by DWS. A Water System Survey must include the source of a Public Water System, the water intake, treatment system, storage and distribution facilities, operation and maintenance, water system records, and compliance with applicable drinking water regulations.

LPHA shall use the following procedure for conducting a Water System Survey:

- (a) Contact the subject Public Water System owner/operator to schedule an appointment and explain the information required to complete the Water System Survey.
 - (b) Review the subject Public Water System file information, water quality history, and data base inventory information.
 - (c) Conduct an on-site review of the water system source, treatment, storage, and distribution facilities; review its operation, management, and compliance with regulations; and determine deficiencies, if any that could result in unsafe drinking water.
 - (d) Complete Water System Survey forms.
 - (e) Collect coliform sample(s) at LPHA's discretion or as requested by DWS.
 - (f) Verbally inform the owner and/or operator of the subject Public Water System deficiencies, required and recommended corrective actions, and corrective action timelines.
 - (g) Complete a Water System Information Form for each Public Water System survey completed showing all changes needed to make data base inventory information complete and accurate.
 - (h) Verify that Water System Survey and Water System Information Form are complete.
 - (i) Prepare cover letter that contains the requirements for the subject Public Water System and the required and recommended corrective actions and timelines for identified water system deficiencies.
 - (j) Mail cover letter, Water System Survey report, Water System Information Form, and any coliform sample result(s) to the subject Public Water System.
 - (k) Submit the cover letter, Water System Survey report, Water System Information Form, and any coliform sample result(s) to DWS.
- (7) Resolution of Priority Non-compliers (PNC): LPHA shall periodically (at least monthly) review PNC status of all Public Water Systems and shall contact and provide assistance to Community Water Systems, NTNCWS and TNCWS that are PNCs as follows:
- (a) When LPHA is notified by DWS that a Public Water System is designated as a PNC by DWS, LPHA shall take the following actions:

- i. Contact the water supplier and discuss any unaddressed M/R Violations with emphasis on the MCL violations, determine the reasons for all aspects of noncompliance, and inform the water supplier on ways to correct the noncompliance. Confirm that database information is current and accurate on ownership and water system classification;
 - ii. Advise the owner/operator to carry out public notification as required;
 - iii. Submit public notices received and contact reports on LPHA follow-up actions to DWS; and
 - iv. Periodically monitor PNC systems to ensure they are making adequate progress on returning to compliance. A PNC is considered resolved when its System Score drops below 11 points and all MCL violations have been addressed.
- (b) LPHA shall review all persistent PNCs at five months after being designated as a PNC to determine if the Public Water System can be returned to compliance within three months.
- (c) If the Public Water System can be returned to compliance within three months, LPHA shall send written notice to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. LPHA shall follow up to ensure corrective actions are implemented.
- (d) If it is determined the Public Water System cannot be returned to compliance within three months, LPHA shall prepare and submit to DWS a written request for a formal enforcement action, including LPHA's evaluation of the reasons for noncompliance by the water supplier. The request shall include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. LPHA shall distribute a copy of the enforcement request to the person(s) responsible for the subject Public Water System's operation.
- (8) Water System Survey Significant Deficiency Follow-ups: LPHA shall follow-up on significant deficiencies and rule violations between surveys on Community Water Systems, NTNCWS and TNCWS to verify that all deficiencies have been corrected. After deficiencies are corrected, LPHA shall prepare a list of the deficiencies and the dates of correction and submit to DWS; or, if all deficiencies are not corrected, LPHA shall ensure the Public Water System has an approved corrective action plan submitted to DWS to correct all deficiencies, per OAR 333-061-0076 (6)(b), (7), (8). Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (March, 2016).
- (9) Enforcement Action Tracking and Follow-up: For both EPA and Non-EPA Water Systems, after DWS issues an enforcement action, LPHA shall monitor the corrective action schedule contained in the action, and verify completion of each corrective action by the water supplier. LPHA shall document all contacts and verifications and submit documentation to the DWS. LPHA shall document any failure by the water supplier to meet any correction date and notify the DWS within 30 calendar days. LPHA shall notify DWS when all corrections are complete and submit the notice within 30 calendar days.

(10) Resolution of Monitoring and Reporting Violations:

- (a) LPHA shall contact and provide assistance at Community Water Systems, NTNCWS' and TNCWS' to resolve (return to compliance) violations for bacteriological, chemical, and radiological M/R Violations and other M/R Violations as determined by DWS. Violation responses shall be prioritized according to water system's classification, System Score, and violation severity.
- (b) Contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.
- (c) Submit contact reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations. LPHA may submit a single contact report for multiple violations for the same contaminant when making contacts with the Public Water System and for resolutions (return to compliance).

(11) Inventory and Documentation of New Water Systems: LPHA shall inventory existing Public Water Systems that are not in the DWS inventory as they are discovered, including Non-EPA Water Systems, using the forms designated by DWS. LPHA shall provide the documentation to DWS within 60 days of identification of an uninventoried Public Water System. Alternatively, LPHA may perform a Water System Survey to collect the required inventory information, rather than submitting the forms designated by DWS.

c. Supplemental Services: In order for LPHA to be eligible to provide services for supplemental services: (1) Required Services must be completed and current; (2) LPHA must have a record of responding promptly to Water Quality Alerts to DWS's satisfaction; (3) LPHA must demonstrate that enforcement actions and PNCs have been resolved or adequate progress has been made towards resolution; and (4) LPHA must demonstrate that Water System Surveys are conducted on the appropriate schedule.

- (1) Engineering Plan Review Inspections: LPHA may inspect, at the request of DWS, construction or major modifications of Public Water Systems to determine conformance to engineering plans reviewed and approved by the DWS. Inspections must consist of an on-site visit or visits to verify construction is completed in accordance with the approved plans. LPHA shall document in outline form the facilities checked and any differences between the constructed facilities and the approved plans. The scope of the inspection may include but is not limited to: new water sources, treatment facilities, storage reservoirs, and water mains. Inspections shall be completed and documentation forwarded to DWS within 30 calendar days of receipt of the inspection request.
- (2) Emergency Response Plan Development Assistance: LPHA may assist water suppliers to complete their Emergency Response Plans and ensure that completed plans meet DWS standards.
- (3) Customized and Negotiated Work: LPHA may conduct such customized and negotiated work as required or requested by DWS to maintain safe and efficient Public Water System operations. LPHA shall prepare and submit for DWS review and approval a proposal for the customized and negotiated work including a detailed task list and a listing of expected outcomes. DWS must approve the proposal for customized and negotiated work.

- (4) Work Priorities: LPHA shall prioritize all work according to the relative health risk involved and according to system classification with Community Water Systems receiving the highest priority.

d. **Requesting On-Site Assistance from DWS.** When on-site assistance from DWS is requested, LPHA is responsible for: scheduling DWS assistance, making arrangements to involve the Public Water System operator, being present when DWS assistance is conducted in the field, and conducting follow-up work as necessary after the on-site assistance.

e. **Staffing Requirements and Qualifications.**

- (1) LPHA shall develop and maintain staff expertise necessary to carry out the services described herein.
- (2) LPHA staff shall maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.
- (3) LPHA shall hire or contract with REHS' or PEs with experience in environmental health to carry out the services described herein.

4. **Documentation and Reporting Requirements.**

a. **Documentation of Field Activities and Water System Contacts.** LPHA shall prepare and maintain adequate documentation of field activities and Public Water System contacts as required to:

- (1) Maintain accurate and current Public Water System inventory information;
- (2) Support formal enforcement actions;
- (3) Describe current regulatory status of Public Water Systems;
- (4) Evaluate the performance and effectiveness of the drinking water program; and
- (5) Guide and plan program activities.

b. **Minimum Standard for Documentation.** LPHA shall, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:

- (1) Water System Surveys and significant deficiencies;
- (2) Water System Information (Inventory), Entry Structure Diagram, and Source Information updates;
- (3) Field and office contacts in response to complaints, Water Quality Alerts, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information, and plan review follow-up;
- (4) Waterborne illness reports and investigations;
- (5) All correspondence with Public Water Systems under LPHA's jurisdiction and DWS;
- (6) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting Public Water Systems; and
- (7) Copies of public notices received from Public Water Systems.

c. **Monthly Reporting.** LPHA shall submit to DWS on a monthly basis, on forms supplied by DWS, the information in Section 4.b. above in order for DWS to maintain state primacy for the federal SDW program.

- d. **DWS Audits.** LPHA shall give DWS free access to all LPHA records and documentation pertinent to this Agreement for the purpose of DWS audits.
5. **Performance Measures.** DWS will use three performance measures to evaluate LPHA's performance as follows:
- a. **Water System Surveys completed.** Calculation: number of Water System Surveys completed divided by the number of Water System Surveys required;
 - b. **Water Quality Alert responses.** Calculation: number of Water Quality Alerts responded to divided by the number of Water Quality Alerts generated; and
 - c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.
6. **Responsibilities of DWS.** The intent of this Program Element and associated funding award is to enable LPHA to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to LPHA to foster uniformity of statewide services. DWS agrees to provide the following services to LPHA. In support of local program services, DWS will:
- a. Distribute drinking water program and technical information on a monthly basis to LPHA.
 - b. Sponsor at least one annual 8-hour workshop for LPHA drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. LPHA is responsible for travel expenses for LPHA staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
 - c. Sponsor at least one regional 4-hour workshop at three locations, at locations and dates to be determined by DWS to supplement the annual workshop. DWS will provide training materials and meeting rooms. LPHA is responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
 - d. Provide LPHA with the following information from the Public Water System database:
 - (1) Immediately: Water Quality Alert data.
 - (2) Continuously: Listings of PNCs.
 - (3) Quarterly: Performance data.
 - (4) Continuously: Individual Public Water System inventory and water quality data.
 - e. Support electronic communications and data transfer between DWS and LPHA to reduce time delays, mailing costs, and generation of hard copy reports.
 - f. Maintain sufficient technical staff capacity to assist LPHA staff with unusual drinking water problems that require either more staff than is available to LPHA for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of LPHA staff.
 - g. Refer to LPHA all routine inquiries or requests for assistance received from Public Water System operators for which LPHA is responsible.
 - h. Prepare formal enforcement actions against Public Water Systems in the subject county, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
 - i. Prepare other actions against Public Water Systems as requested by LPHA and as agreed by DWS.

ATTACHMENT B
FINANCIAL ASSISTANCE AWARD
Award Period July 1, 2016 through June 30, 2017

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: Curry County Health Department Street: PO Box 810 City: Gold Beach State: OR Zip Code: 97444	2) Issue Date May 1, 2017	This Action ORIGINAL FY2018	
		3) Award Period From July 1, 2017 Through December 31, 2017	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	x	(e)	6,171
PE 12 Public Health Emergency Preparedness	x	(d)	34,978
PE 13 Tobacco Prevention & Education	x		29,075
PE 27 Prescription Drug Overdose Prevention	x	(i)	47,324
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	x	(b,c)	46,355
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	x	(a)	5,248
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	x	(g)	1,802
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	x	(g,h)	2,814
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	x	(g,h)	6,564
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	x		961
PE 42 Babies First FAMILY HEALTH SERVICES	x		0
PE 43 Immunization Special Payments	x		4,370
5) FOOTNOTES: a) \$5,248 Award amount is estimated for July - December 2017. OHA/PHD has not received the Notice of Award for the title X funding. Adjustment might be needed once the Notice of Award is received. b) The July-September 2017 grant is \$23,177 ; \$4,635 must be expended for Nutrition Education. \$1,160 must be expended for Breastfeeding Promotion. c) The October-December grant is \$23,177 ; \$4,635 must be expended for Nutrition Education. \$1,160 must be expended for Breastfeeding Promotion. d) \$34,978 Award amount is estimated for July-December 2017. OHA/PHD has not received the Notice of Award for funding. Adjustments might be needed once Notice of Award has been received by OHA/PHD. e) \$6,171 Award amount is estimated for the period from 7/1/17-9/30/17. OHA/PHD has not yet received the funding amount for Fiscal Year 2018. Adjustments might be needed once the funding is received by OHA/PHD.			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
1) Grantee Name: Curry County Health Department Street: PO Box 810 City: Gold Beach State: OR Zip Code: 97444	2) Issue Date May 1, 2017	This Action ORIGINAL FY2018	
		3) Award Period From July 1, 2017 Through December 31, 2017	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 44 School Based Health Centers FAMILY HEALTH SERVICES		x	30,000
PE 50 Safe Drinking Water Program		x	11,222
TOTAL	0	0	226,884
5) FOOTNOTES: f) \$11,222 Award amount is estimated for July-December 2017. OHA/PHD has not yet received the Notice of Award for the funding. Adjustments might be needed once the Notice of Award is received by OHA/PHD. g) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). h) Funds for the MCH Title V programs for the period of 7/1/17-9/30/17 must be spent by 9/30/17. i) \$47,324 (\$15,916, 2/12 of \$95,500 Year 2 funds and \$31,408, one-third of \$94,226 Year 1 carryover funds). Funds are for the period 7/1/17-8/31/17 and need to be spent by 8/31/17.			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

ATTACHMENT C
Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

		Award Period:	7/1/17 - 12/31/17	
PE 12: Public Health Emergency Preparedness Program				
Federal Award Identification Number(FAIN):		TBD		
Federal Award Date:		TBD		
Performance Period:		07/01/17-12/31/17		
Federal Awarding Agency:		CDC		
CFDA Number:		TBD		
CFDA Name:		TBD		
Total Federal Award:		TBD		
Project Description:		Public Health Emergency Preparedness		
Awarding Official:		CDC		
Indirect Cost Rate:		17.45%		
Research And Development(Y/N):		N		
Agency/Contractors Name	DUNS	Award Amount		Total
CURRY	042631270	\$ 34,978		\$ 34,978

		Award Period:	7/1/2017 - 12/31/2017	
PE 13: HPCDP TPEP & SPArC				
Federal Award Identification Number(FAIN):		DP15-1509	N/A	
Federal Award Date:		TBD	N/A	
Performance Period:		3/29/17-3/28/18	7/1/17-6/30/19	
Federal Awarding Agency:		CDC	N/A	
CFDA Number:		93.305	N/A	
CFDA Name:		National State Based Tobacco Programs	N/A	
Total Federal Award:		TBD	N/A	
Project Description:		Tobacco CDC	Tobacco Prevention and Education Program (TPEP)/ Non-Competitive	
Awarding Official:		TBD	TBD	
Indirect Cost Rate:		17.45%	17.45%	
Research And Development(Y/N):		N	N	
		<i>Funding Period</i>	<i>7/1/17-12/31/17</i>	<i>7/1/17- 12/31/17</i>
		Index/Pca	Index 50341 PCA 52620	Index 50341 PCA 52269
Agency/Contractors Name	DUNS	Award Amount	Award Amount	TOTALS
CURRY	042631270	\$ 88	\$ 28,987	Total AY 17-19 Award \$ 29,075

Award period: 7/1/17 - 8/31/17		Index/PCA=50339 52658	
PE 27: Prescription Drug Overdose Prevention			
Federal Award Identification Number(FAIN):		U17CE002751	
	Federal Award Date:	3/24/2017	
	Performance Period:	09/1/2016-08/31/2017	
	Federal Awarding Agency:	Centers for Disease Control and Prevention	
	CFDA Number:	93.136	
	CFDA Name:	Injury Prevention and Control Research and State and Community based Programs	
	Total Federal Award:	\$2,183,841	
	Project Description:	Oregon Prescription Drug Overdose Prevention	
	Awarding Official:	Angie Deokar ftm4@cdc.gov	
	Indirect Cost Rate:	17.45%	
Research And Development(Y/N):		N	
Agency/Contractors Name	DUNS	Award Amount	Total Award
CURRY	042631270	\$47,324	\$47,324

PE 40: WIC NHS		Award Period: 7/1/2017 - 12/31/2017						
Federal Award Identification Number(FAIN):		12-3510-0-1-605						
Federal Award Date:		02/01/17						
Performance Period:		10/01/17-9/30/18						
Federal Awarding Agency:		Department of Agriculture/Food and Nutrition Service						
CFDA Number:		10.557						
CFDA Name:		Special Supplemental Nutrition Program for Women Infants and Children						
Total Federal Award:		24,757,038						
Project Description:		WIC Program						
Awarding Official:		Debra Whitford Debbie.Whitford@fns.usda.gov						
Indirect Cost Rate:		17.45%						
Research And Development(Y/N):		N						
Agency/Contractors Name	DUNS	July-Sept 2017 Grant	Of the Grant, this must be spent on Nutrition Ed	Of the Grant, this must be spent on BF Promotion	Oct 2017 - Dec 2017 Grant	Of the Grant, this must be spent on Nutrition Ed	Of the Grant, this must be spent on BF Promotion	Total July - Dec 2017 Initial NSA Grant
CURRY	042631270	\$ 23,177	\$ 4,635	\$ 1,160	\$ 23,177	\$ 4,635	\$ 1,160	\$ 46,355

PE 41 Reproductive Health - FY18 (7/1/17 - 12/31/17)

Federal Award Identification Number(FAIN):		5 FPHPA106038
Federal Award Date:		N/A
Performance Period:		07/01/17-12/31/17
Federal Awarding Agency:		DHHS/PHS/PA
CFDA Number:		93.217
CFDA Name:		Family Plannning Services
Total Federal Award:		TBD
Project Description:		Oregon Reproductive Health Program
Awarding Official:		Robin Fuller, robin.fuller@hhs.gov
Indirect Cost Rate:		17.45%
Research And Development(Y/N):		N
Index/PCA		TBD
Agency/Contractors Name	DUNS	Initial Award
CURRY	042631270	\$5,248

PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - CAH GF & Title XIX				
Federal Award Identification Number(FAIN):		General Fund (GF)	05-0305OR5048	
Federal Award Date:			10/1/2017	
Performance Period:			10/1/16-9/30/17	
Federal Awarding Agency:			Title XIX Medicaid Admin	
CFDA Number:			93.778	
CFDA Name:			Medical Assistance Program	
Total Federal Award:				
Project Description:			Medicaid Administration	
Awarding Official:				
Indirect Cost Rate:				
Research And Development(Y/N):			N	
Index/Pca		CAH GF	CAH GF(FF Match)	CAH GF
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
CURRY	042631270	\$ 1,802	\$ 1,802	\$ 3,604

PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - Title V CAH				
Federal Award Identification Number(FAIN):		6B04MC30636	TBD	
Federal Award Date:		1/5/2017	TBD	
Performance Period:		10/01/2016-09/30/20	10/01/17-9/30/19	
Federal Awarding Agency:		DHS/HRSA	DHS/HRSA	
CFDA Number:		93.994	93.994	
CFDA Name:		MCH Block Grant	MCH Block Grant	
Total Federal Award:		\$3,113,086	TBD	
Project Description:		Maternal and Child Health Services	Maternal and Child Health Services	
Awarding Official:		Mary Worrell mworrell@hrsa.gov	TBD	
Indirect Cost Rate:		10%	10%	
Research And Development(Y/N):		N	N	
Index/Pca		Title V CAH	Title V CAH	Title V CAH
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
CURRY	042631270	\$ 1,407	\$ 4,220	\$ 5,627

PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - Title V Flexible				
Federal Award Identification Number(FAIN):		6B04MC30636	TBD	
Federal Award Date:		1/5/2017	TBD	
Performance Period:		10/01/2016-09/30/2018	10/01/17-9/30/19	
Federal Awarding Agency:		DHS/HRSA	DHS/HRSA	
CFDA Number:		93.994	93.994	
CFDA Name:		MCH Block Grant	MCH Block Grant	
Total Federal Award:		\$3,113,086	TBD	
Project Description:		Maternal and Child Health Services	Maternal and Child Health Services	
Awarding Official:		Mary Worrell mworrell@hrsa.gov	TBD	
Indirect Cost Rate:		10%	10%	
Research And Development(Y/N):		N	N	
Index/Pca		Title V Flex	Title V Flex	Title V Flex
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
CURRY	042631270	\$ 3,282	\$ 9,846	\$ 13,128

PE 42 Maternal And Child Health Programs SFY 18 (July 2017 - June 2018) - Perinatal GF & Title XIX				
Federal Award Identification Number(FAIN):		General Fund (GF)	05-0305OR5048	
Federal Award Date:			10/1/2017	
Performance Period:			10/1/16-9/30/17	
Federal Awarding Agency:			Title XIX Medicaid Admin	
CFDA Number:			93.778	
CFDA Name:			Medical Assistance Program	
Total Federal Award:				
Project Description:			Medicaid Administration	
Awarding Official:				
Indirect Cost Rate:				
Research And Development(Y/N):			N	
Index/Pca		Perinatal GF	Perinatal GF(FF Match)	Perinatal GF
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total SFY 18 Award
CURRY	042631270	\$ 961	\$ 961	\$ 1,921

PE 43 Immunization Special Payments SF (From July 1, 2017 through June 30, 2018) Immunization GF & Title XIX				
Federal Award Identification Number(FAIN):		05-0305OR5048		
Federal Award Date:		7/1/2017		
Performance Period:		7/1/2017 - 6/30/2018		
Federal Awarding Agency:		Title XIX Medicaid Admin		
CFDA Number:		93.778		
CFDA Name:		Medical Assistance Program		
Total Federal Award:				
Project Description		Medicaid Administration		
Awarding Official:				
Indirect Cost Allocation Rate:				
GF/FF	Research And Development(Y/N):		N	
County	DUNS	Immunization GF	Immunization (FF Match)	TOTAL FY18 Immunization County Award
Fundcode				PCA: will be provided later
Curry	042631270	4,370	4,370	8,740

				Award Period:	7/1/17-12/31/17	
PE 50: Safe Drinking Water (SDW) Program						
Federal Award Identification Number(FAIN):		98009016	00031217	N/A		
	Federal Award Date:	09/07/16	02/13/17	N/A		
	Performance Period:	08/01/16 - 08/31/19	10/01/16-09/30/17	FY18		
Federal Awarding Agency:		EPA	EPA	Other Funds		
	CFDA Number:	66.468	66.432	N/A		
	CFDA Name:	Capitalization Grants/Drinking Water State Revolving Fund	State Public Water System Supervision	DWS Medical Marijuana Program Allocation		
	Total Federal Award:	\$11,814,708	\$922,273	N/A		
	Project Description:	Oregon's Safe Drinking Water Revolving Fund	Public Water System Supervision Program			
	Awarding Official:	Harold Rodgers @ Rogers.Harold@epa.g	Harold Rodgers @ Rogers.Harold@epa.g			
	Indirect Cost Rate:	17.45%	17.45%			
Research And Development(Y/N):		N	N			
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Award Amount	Total	
CURRY	042631270	\$ 3,591	\$ 4,040	\$ 3,591	\$ 11,222	

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Brookings Airport Non-Commercial Hangar Lease - 1-E Worman**AGENDA DATE^a:** 07-19-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 3 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 07-07-17**BRIEF BACKGROUND OR NOTE^b:** Hangar Lease Renewal 1-E Worman^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Lease

(1)Order

(2)Lease

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes ☒ No ☐ N/A ☐

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name: Darrin Worman

☒ Send Printed Copy to:

Address: P.O, Box 3250

☐ Email a Digital Copy to:

City/State/Zip: Harbor, OR 97415

☐ Other

Phone:

Due date to send: / /

Email:

^{*}Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☒ No ☐

(If Yes, brief detail) Lease

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Board of)
Curry County Commissioners)
to Execute a Non-Commercial)
Hangar Lease with)
Darrin Worman)

ORDER NO. _____

WHEREAS, Darrin Worman desires to lease Hangar Site #1-E at the Brookings Airport; and

WHEREAS, the hangar site is available for such purposes; and

WHEREAS, the lease is in the County standard form with rent set in an amount approved by the Board of Curry County Commissioners; and

WHEREAS, the lease is for an initial term from July 1, 2017 to June 30, 2022, with an option to renew; and

WHEREAS, pursuant to ORS 271.310 and ORS 271.360, the Board finds that the public interest will be furthered by the lease; and

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a non-commercial hangar lease for Hangar Site #1-E at the Brookings Airport with Darrin Worman.

DATED this ____ day of _____ 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Approved as to Form:

Court Boice, Commissioner

John Huttl
Curry County Counsel

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

Darrin Worman
P.O. Box 3250
Harbor, Oregon 97415

**LEASE FOR NONCOMMERCIAL AIRPLANE HANGAR SITE
AT BROOKINGS AIRPORT**

LESSOR: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON,
hereinafter called "COUNTY", 94235 Moore Street, Suite 122, Gold Beach, OR 97444.

LESSEE: Darrin Worman , P.O. Box 3250, Harbor, Oregon 97415

LEASEHOLD PREMISES: BROOKINGS AIRPORT HANGAR SITE #1-E

INITIAL TERM OF LEASE: July 1, 2017 TO June 30, 2022

RECITAL:

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, a noncommercial aircraft hangar site located at the Brookings Airport.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. Description of Premises.

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, agrees to lease to LESSEE a noncommercial aircraft hangar site of approximately 1,290 square feet (including a 5' apron around the building) as follows:

Hangar Site #1-E located at the Brookings Airport, Curry County, Oregon, as shown on Exhibit "A" and Exhibit "A-1" including the square footage designated in Exhibit "A-2", and Exhibit "B" all of which exhibits are attached hereto and incorporated herein by this reference.

SECTION 2. Initial Lease Term.

This lease term begins July 1, 2017 and ends June 30, 2022.

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$346.36. This rate is reflective of an increase in square footage to .24 plus previously added yearly CPI rates over prior term(s)), for fiscal year 2017-2018 for the square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease.

3.2 Payment of rent for each subsequent year of the lease shall be paid in full annually on or before the annual anniversary of the first day of the lease.

3.3 For each anniversary of the initial year, whether notice is given or not, rent shall be adjusted for inflation based upon the Portland Consumer Price Index (CPI) for the period ending in December of the previous year. The base for computing the adjustment is the CPI (U) published by the United States Department of Labor, Bureau of Labor Statistics (Index).

3.4 If the Portland CPI is discontinued during the term or after lease renewal, COUNTY may select any other government index or computation for replacement to obtain substantially the same result as would have been obtained if the Portland CPI had not been discontinued.

SECTION 4. Option to Renew Lease.

4.1 If the lease is not in default, LESSEE shall have the option to apply for a renewal of this lease for an additional term of five (5) years. The option to renew shall be allowed so long as LESSEE complies with the provisions of this section and signs an extension agreement, including any reasonable modifications consistent with the provisions of this lease.

4.2 The application to renew shall be exercised by giving written notice to COUNTY at least sixty (60) days, and not more than one hundred eighty (180) days prior to the last day of the expiring term.

4.3 Any renewals of this lease shall be on substantially the same terms and conditions as the initial lease. (Provided however, that within one hundred eighty (180) days but not less than sixty (60) days prior to the termination of a five (5) year term) COUNTY may submit to LESSEE an extension agreement specifying any changes in the terms within thirty (30) days of receiving LESSEE'S written application for renewal.

4.4 If LESSEE agrees to the terms and wishes to renew the lease for another term, LESSEE shall send to COUNTY the signed extension agreement prior to the last day of the expiring term. The lease extension shall be binding when the extension agreement is fully executed by the parties.

4.5 If LESSEE exercises the option to renew, but fails to sign the extension agreement prior to the last day of the lease term, this lease shall terminate on the last day of the current five (5) year term.

SECTION 5. Use of Premises.

LESSEE shall use the leased premises solely for NONCOMMERCIAL aeronautical purposes. Use is limited exclusively to the storage of aircraft and aircraft-related supplies.

SECTION 6. Airport Regulations.

The flights conducted at this airport shall conform to all applicable Federal Aviation Regulations, Oregon Aviation Laws, and traffic patterns as established at the airport.

SECTION 7. Registration.

LESSEE understands and agrees that any aircraft hangared by LESSEE on the premise covered by this lease at the Brookings Airport shall be registered with the State of Oregon Department of Aviation, annually, in compliance with ORS 837.015 "Registration of Aircraft." In addition, all resident pilots operating such aircraft shall be registered with the State of Oregon Department of Aviation, as required by ORS 837.020.

SECTION 8. Entry onto Premises.

LESSEE agrees to permit COUNTY to enter onto the leased premises at any time for the purpose of ascertaining compliance with the terms and conditions of this lease. Except in case of an emergency, agreement to the contrary by LESSEE, or unless it is impracticable to do so, COUNTY shall give LESSEE at least twenty-four (24) hour notice of COUNTY'S intent to enter and may enter only at reasonable times.

SECTION 9. Construction or Alteration.

Prior to the start of any construction or alteration on the leased premises, LESSEE shall submit to COUNTY

a copy of all the required city/county building permits along with the final plans and specifications. No construction or alteration shall be started without COUNTY'S prior written approval. Notice of any and all proposed construction or alterations shall be submitted through COUNTY to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 (FAR). LESSEE shall complete construction or alteration within twelve (12) months of execution of this lease. The project shall be similar in color, structure, and appearance to other construction in the Brookings Airport.

SECTION 10. Improvements.

All improvements made on the leased premises shall remain the property of LESSEE and shall be removed by LESSEE within thirty (30) days following the expiration or termination of this lease, unless otherwise agreed to by COUNTY, and except as otherwise provided.

SECTION 11. Protection of the Airport's Imaginary Surfaces.

COUNTY shall have the right to take any action it considers necessary to protect the airport's imaginary surfaces, as defined by Federal Aviation Regulations, Part 77. COUNTY reserves the right to prevent LESSEE from erecting, or permitting to erect, any building or other structure on the airport which, in the opinion of COUNTY, would limit the usefulness of the airport or constitute a hazard to aircraft.

SECTION 12. Maintenance.

LESSEE shall keep the leased premises as shown on Exhibits "A" and "A Part-4" in a safe condition at all times. In addition, LESSEE shall maintain the leased premises in a reasonably clean and neat fashion, and shall not permit the accumulation of rubbish, junk, aircraft or automobile parts or any other material on the premises.

LESSEE shall not dump any chemical or petroleum products on the leased premises or airport property. In addition, LESSEE shall recycle petroleum products and dispose of chemical wastes in accordance with the Oregon Department of Environmental Quality's rules and regulations which are available to LESSEE by contacting the Oregon Department of Environmental Quality. Cleanup of intentional dumping or accidental spillage as a result of LESSEE'S actions will be the responsibility of the LESSEE and shall be carried out in accordance with Department of Environmental Quality standards.

SECTION 13. Landscaping.

If LESSEE chooses to landscape the leased premises, such landscaping shall be limited to low-growing shrubs and plants. LESSEE also agrees to keep any grass mowed on the leased premises and along its taxiway.

SECTION 14. Fire Prevention.

LESSEE shall exercise due care to prevent and control fires on the premises, and to that end shall not store gasoline or other flammable items in LESSEE'S hangar. LESSEE further agrees to abide by the pertinent rules and regulations set forth by the local, county and state fire marshals.

SECTION 15. Destruction of Hangar or Improvements.

In the event that the hangar on the leased premises is destroyed during the term of this lease, LESSEE shall have the option of restoring the premises to its original condition, or of terminating this lease by giving written notice of termination within thirty (30) days after destruction of the hangar. In the event that a hangar is destroyed or damaged, LESSEE shall replace, repair, or remove the hangar within a reasonable time as determined by

COUNTY. If LESSEE fails to replace, repair, or remove the hanger within a reasonable time, then the provisions of SECTION 30 Termination, shall apply.

SECTION 16. Compliance with Law.

LESSEE shall observe and obey all laws, ordinances, rules and regulations promulgated by any lawful authority of the United States, the State of Oregon, or any municipal subdivision having authority over or jurisdiction of the premises. This includes, but is not limited to safety, health, sanitary, fire, electrical and building codes, zoning and state and local comprehensive plans.

SECTION 17. Hold Harmless and Insurance.

LESSEE shall conduct its activities under this lease at LESSEE'S own risk. LESSEE shall hold harmless and indemnify COUNTY, its agents, officers and employees from any and all damages, demands, suits or actions whatsoever resulting from or because of, any damage to property, injury or death to any person(s) arising out of any action or omissions by LESSEE or LESSEE'S contractors, employees or agents.

LESSEE agrees during the term hereof, to keep a policy of general liability insurance in effect, with respect to the leased premises with minimum coverage of \$1,000,000.00 combined single limits. The policy shall name County as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving County at least thirty days prior written notice. The insurance shall be in an insurance company registered to do business in the State of Oregon and a copy of the policy or the certificate of insurance shall be delivered to Lessor.

SECTION 18. Taxes and Liens, and Utilities.

LESSEE agrees to keep the leased premises free and clear of all liens and encumbrances and agrees to promptly pay any and all taxes levied thereon and on any improvement made or placed thereon subject to such taxes. LESSEE shall be responsible for ensuring that any taxable improvements are lawfully brought to the attention of the tax assessor. COUNTY shall have the right, but not the obligation, during the term of this lease and any renewal thereof, to pay any taxes or other charges on the leased land remaining unpaid by LESSEE after the same has become due and payable.

LESSEE shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the leased Premises, including but not limited to charges for water, sewage disposal, electricity, garbage disposal and telephone services.

SECTION 19. Access and Automobile Parking.

No motor vehicle belonging to LESSEE, except aircraft, shall be allowed on the airport runway, taxiway or adjacent airport land, except in areas specifically designated for motor vehicle use.

SECTION 20. Future Agreements.

Any future agreement between the parties relative to this agreement shall be ineffective to modify or discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

SECTION 21. No Assignment Without Consent.

WARNING: THIS LEASE SHALL NOT BE ASSIGNED, NOR THE PREMISES SUBLET,

WITHOUT EXPRESS PRIOR WRITTEN APPROVAL BY COUNTY. SUBLETTING CONSTITUTES A COMMERCIAL OPERATION, AND ANY COMMERCIAL LEASE MUST BE NEGOTIATED. LEASE RIGHTS HEREIN SHALL NOT AUTOMATICALLY PASS WITH THE SALE OF THE STRUCTURES.

The proposed purchaser or LESSEE must negotiate and execute an agreement with COUNTY to obtain lease rights. Acceptance of any purchaser or LESSEE shall not be unreasonably withheld. The assignment and resulting paperwork shall be subject to a \$50.00 service fee.

SECTION 22. Subordination to Federal-State Agreements.

22.1 The provisions of this lease shall be subordinate to any existing or future agreement between COUNTY and the United States relative to the operation or maintenance of the Brookings Airport. This subordination may be required as a condition precedent to the receipt of federal funds for the development of the airport. Failure of LESSEE to comply with any of the requirements of any existing or future agreement between COUNTY and the United States shall be cause for termination of LESSEE'S rights hereunder.

22.2 During a time of war or national emergency, COUNTY shall have the right to lease the landing area or any part thereof to the United States government for military or other federal government purposes. If such lease is executed, the provisions of this lease inconsistent with the provisions of the lease to the government shall be suspended.

SECTION 23. County's Right to Develop the Airport.

COUNTY reserves its right to further develop or improve the airport facility on COUNTY property in accordance with its duty to develop aviation within the state as dictated by the demands of air traffic and aviation safety.

SECTION 24. Maintenance of Airport.

COUNTY shall maintain the runways, public taxiways and aircraft parking areas. It is mutually understood that COUNTY retains sole authority to determine the methods and schedules by which any maintenance or necessary construction is to be performed. COUNTY shall have the right to close the airport whenever it deems necessary for reasons of public safety or convenience. No advance notice shall be necessary when closure of the airport is by reason of weather, acts of God, or other unforeseen circumstances.

SECTION 25. No Exclusive Right.

It is understood and agreed by the parties hereto that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958. It is clearly understood and agreed by the parties hereto that LESSEE may choose to perform any service on its own aircraft that it is legally qualified to perform.

SECTION 26. Authority.

Any and all powers and authority conferred upon LESSEE by this lease shall be strictly construed, and no other powers may be lawfully exercised by LESSEE without COUNTY'S prior written consent. LESSEE shall not have any authority to act on behalf of COUNTY, or to bind COUNTY to any third party, contractually or otherwise, except as is expressly stated herein.

SECTION 27. Non-Discrimination.

COUNTY will not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

- (a) Deny an individual any services or other benefits provided under this Agreement
- (b) Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided under this Agreement
- (c) Subject an individual to segregation or separate treatment in any matter related to the receipt of any service(s) or other benefits under this Agreement.

SECTION 28. Notice of Breach of Contract Terms.

In the event of a breach of any of the terms of this lease agreement, each party to the agreement shall have the option of giving written notice of the breach to the party in default. If the conditions of breach are not corrected within thirty (30) days of the receipt of the notice of the breach, the injured party shall have the option of declaring the breaching party in default.

SECTION 29. Conditions of Default.

The following occurrences shall be deemed conditions of default on the part of Lessee:

- (a) LESSEE is declared involuntarily bankrupt or files a bankruptcy petition.
- (b) Abandonment of the leased premises by LESSEE for a period in excess of ninety (90) days even though the lease is paid current. No abandonment shall be deemed to have occurred if COUNTY has received written notice of temporary hangar vacancy or lessee's temporary absence.
- (c) LESSEE'S failure to pay rent within thirty (30) days after receiving written notice of the breach.
- (d) COUNTY or LESSEE'S failure to correct any breach of the terms, covenants and conditions contained herein within thirty (30) days after receiving written notice of the breach.

Written notice of ANY default shall be served by delivery in person, or by certified mail, to the party in default. For good cause shown, the party sending notice of default may, at its sole option, grant a reasonable extension of time, in excess of the thirty (30) day period set forth above, to cure the default.

SECTION 30. Termination for Default

In the event that this lease has been declared in default as provided above the party not in default may, at injured party's option, terminate this lease without further notice to the defaulting party. In the event that LESSEE is the defaulting party, all rights, powers and privileges of LESSEE hereunder shall cease and LESSEE shall immediately vacate the leasehold, making no claim of any kind against COUNTY, its agents or representatives by reason of such termination.

Re-occurrence of the same condition for which the defaulting party has previously been served notice in any twelve (12) month period may result in automatic termination of this lease.

SECTION 31. Payment of Costs upon Default.

In the event of the breach of any terms, conditions or provisions of this lease and in all cases of default, the prevailing party shall be entitled to collect costs and expenses, including reasonable attorney fees incurred in enforcing any of the terms and conditions of this lease.

SECTION 32. Termination for Reasons Unrelated to Default

This lease shall automatically terminate upon any of the following circumstances, and rent shall be pro-rated as of the date of termination:

- (a) Mutual written agreement of the parties;
- (b) LESSEE'S sale, subject to written notice to COUNTY, of LESSEE'S hangar, improvements and fixtures. In such case, LESSEE shall present COUNTY with one or more prospective buyers/lessees acceptable to COUNTY. LESSEE shall notify COUNTY, in writing, thirty (30) days in advance of any proposed sale to allow adequate time for COUNTY to approve the buyer and draw new lease documents. The lease shall terminate upon execution of the lease by the new buyer.
- (c) COUNTY'S purchase of the LESSEE'S improvements and fixtures with LESSEE'S consent. To exercise this option, COUNTY shall notify LESSEE in writing and shall make a written offer for such improvements and fixtures. The lease shall terminate on the closing date of the sale.

SECTION 33. Lessee's Rights Upon Termination after County's Default

In the event that this lease or any renewal thereof is terminated by virtue of a default by COUNTY, LESSEE shall have the following rights and obligations with regard to permanent improvements and fixtures owned by LESSEE and placed on the leased premises by LESSEE:

- (a) Sell LESSEE'S hangar and improvements to COUNTY at fair market value and receive a rent refund prorated as of the date of termination for the unused term of the lease. If the parties cannot agree on a purchase price, the value of the improvements shall be determined by a qualified appraiser agreed upon by both COUNTY and LESSEE. An appraiser shall be appointed within fifteen (15) days of written request by either party. If the parties cannot agree on an appraiser, an independent appraiser shall be appointed by a Circuit Court Judge seated in Curry County. Purchase shall be completed within ninety (90) days of determining the purchase price by agreement or appraisal.
- (b) Remove LESSEE'S improvements within ninety (90) days of the date of termination, and receive a rent refund prorated as of the date of termination for the unused term of the lease. If improvements are not fully removed at the end of ninety (90) days, SECTION 37 shall apply.
- (c) Exercise any other legal remedies available to LESSEE.

SECTION 34. Termination for Airport Development.

In the event that COUNTY should make a determination that the leased premises are required by COUNTY for airport development, COUNTY shall, providing other suitable space is available on airport property, submit to LESSEE an alternative site for its consideration. In the event that LESSEE chooses to relocate on a site submitted by COUNTY, COUNTY shall relocate LESSEE to a new site by either moving LESSEE'S present improvements or by constructing improvements comparable to those occupied by LESSEE before the relocation to a new site. The decisions to move the existing improvements or to construct comparable improvements shall be at the sole discretion of COUNTY. Any improvements owned by LESSEE which are not moved, but replaced, shall become the property of COUNTY, and title to same shall be properly conveyed to COUNTY by LESSEE. All terms and conditions of this lease or any renewal thereof shall continue in full force and effect as to the relocated leasehold;

PROVIDED, HOWEVER, that LESSEE'S obligation to pay all contractual fees shall be waived for the amount of time LESSEE is required to suspend operation as a result of the relocation. Space at such relocated site shall be leased to LESSEE at the rate per square foot which is in effect on the date relocation is completed, and shall remain in effect for the balance of that lease year. In the event that no suitable space is available at the airport for LESSEE'S relocation or LESSEE chooses not to relocate, this lease may be terminated by either party. LESSEE shall vacate said site upon ninety (90) days written notice by COUNTY. LESSEE shall have the option of requiring COUNTY to pay fair market value for the improvements as determined by the procedures established in SECTION 33. If LESSEE exercises this option, title to said improvements shall be properly conveyed to COUNTY by LESSEE. If LESSEE does not exercise its option as referred to above or the parties hereto cannot agree on a purchase price for the improvements, LESSEE agrees to remove all of its improvements from the property within ninety (90) days following the date of termination as set forth in SECTION 33(b).

SECTION 35. Termination Upon Necessary Closure of the Airport.

Should COUNTY determine that it is necessary and advisable that this airport be abandoned or closed due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other just cause, COUNTY shall have the right to terminate this lease on ninety (90) days written notice to LESSEE and the provisions of Section 33(b) shall apply.

SECTION 36. Transfer of Airport to Other Ownership.

In the event that the airport is transferred into other ownership, COUNTY agrees to make diligent effort, as a condition of the transfer, to secure in writing the transferee's prior assurance that the transferee will, by acceptance of ownership of the airport, assume COUNTY'S responsibilities under terms and conditions of this lease.

SECTION 37. Restoration of Premises to County upon Termination.

If this lease is terminated for any reason either by COUNTY or LESSEE, and LESSEE:

- (a) fails to vacate the leasehold;
- (b) fails to leave the premises in as good as condition as when LESSEE first took possession; or,
- (c) fails to remove and dispose of LESSEE'S improvements; or, when such remedy is provided elsewhere in this agreement, fails to procure a buyer satisfactory to COUNTY within ninety (90) days of termination;

In any of the above circumstances, COUNTY reserves the right to remove any improvements, restore the premises to its original condition and collect from LESSEE all of the costs of removal and/or restoration. If COUNTY does not exercise its rights to remove the improvements, the improvements shall become the property of COUNTY. LESSEE shall have no possessory claim of any kind against COUNTY, its agents or representatives by reason of any termination where LESSEE has failed to timely exercise its remedies as provided herein, except that LESSEE may pursue any claim for monetary damages as a result of COUNTY'S default if any.

SECTION 38. Holding Over.

Any holding over after the expiration of the term of this lease, unless LESSEE has exercised its option to renew, shall result in a monthly rate to be determined by COUNTY. Holding over shall be at the sufferance of COUNTY, and is subject to termination on thirty (30) days written notice by COUNTY.

SECTION 39. No Warranty of Non-interference by Entities Outside County's Control.

The parties hereto understand and recognize that the actions of local governmental units, of parties holding land or living adjacent to the Brookings Airport, and of governmental entities not subject to COUNTY'S influence and control, may have, in the future, adverse impacts upon the number and character of flight and other operations at the airport. In such event LESSEE has the option of declaring the lease terminated on ninety (90) days written notice to COUNTY and the provisions of Section 33(b) shall apply.

SECTION 40. Accrued Rights.

Any termination of this lease, or of rights and benefits hereunder shall be without prejudice to the obligations, liabilities or rights of any party already accrued prior to such termination.

SECTION 41. Rights and Remedies Non-exclusive.

The rights and remedies provided in the above provisions relating to breach of contract, default, and termination shall not be exclusive, and are in addition to any other rights and remedies provided by law unless expressly precluded by this lease.

SECTION 42. Waiver.

Any waiver by COUNTY of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent COUNTY from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

SECTION 43. Notice.

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONER'S OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE at P.O. Box 3250, Harbor, Oregon 97415. Any such notice shall be deemed conclusively to have been delivered to the addressee seventy-two hours (72) after the deposit thereof in said U.S. Certified Mails.

SECTION 44. Heirs and Assigns.

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, to the successors, heirs and assigns of such parties.

SECTION 45. No Employee Relationship.

The parties understand and agree that the requirements imposed on LESSEE by terms of this lease shall not be construed to make LESSEE an officer, employee or agent of Curry County, as those terms are used in ORS 30.265.

SECTION 46. Identity of Parties.

In construing this lease, it is understood COUNTY or LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and

the neuter, and that generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year written below.

CURRY COUNTY, OREGON

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date: _____

Sue Gold, Vice Chair

Date: _____

Court Boice, Commissioner

Date: _____

State of Oregon)
) SS
County of Curry)

Acknowledged before me this _____ day of _____, by _____.

Notary Public for Oregon

My Commission Exp.: _____

LESSEE

BY: _____

Date: _____

Mailing address: _____

Telephone: _____

Aircraft No. _____ (Number must be documented)

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Order Correcting Scrivener's Error for R2017-11**AGENDA DATE^a:** 2017_07_19 **DEPARTMENT:** Counsel **TIME NEEDED:** 2 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** HuttI **PHONE/EXT:** 3218 **TODAY'S DATE:** 07-19-17**BRIEF BACKGROUND OR NOTE^b:** Correcting Exhibit A^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Order

(2)Exhibit A

(3) Resolution 2017-11

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒**QUESTIONS:**1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department? Yes ☐ No ☒

(If Yes, brief detail)

3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒**INSTRUCTIONS ONCE SIGNED:**☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☒ No ☐ N/A ☐

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses Yes ☒ No ☐

Comment:

2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒

Comment:

3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order Correcting)
A Scrivener's Error in Resolution) ORDER NO. _____
Number R2017-11)

WHEREAS, Resolution Number R2017-11 was approved at The June 21, 1017 meeting, adopting the 2017-2018 Fiscal Year Budget; and

WHEREAS, Resolution R2017-11 references an attached Exhibit A; and

WHEREAS, the attached Exhibit A heading of the document states "2016-2017 APPROVED BUDGET APPROPRIATIONS; and

WHEREAS, the Exhibit A should read "2017-2018 APPROVED BUDGET APPROPRIATIONS; AND

NOW, THEREFORE IT IS HEREBY ORDERED that Resolution Number 2017-11 is amended to reflect the newly attached Exhibit A.

DATED this 19th day of July, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John HuttI
Curry County Legal Counsel

2017-2018 APPROVED BUDGET APPROPRIATIONS

Tab

ADOPTED

	Personal Services	Materials & Services	Capital Outlay	Debt Service	Interfund Transfers	Operating Contingencies	Other Expenses	17/18 Total Adopted
Board of Property Tax Appeals	3,880	1,264	-	-	-	-	-	5,144
Non-Departmental	-	1,005,000	-	-	-	-	-	1,005,000
Elections	131,925	63,450	-	-	-	-	-	195,375
Treasurer's Office	92,844	16,894	-	-	-	-	-	109,738
Tax Collection	76,704	55,998	-	-	-	-	-	132,702
Assessor	423,787	127,047	4,500	-	-	-	-	555,334
GIS	-	25,127	-	-	-	-	-	25,127
District Attorney	297,119	85,281	-	-	-	-	-	382,400
Recording	168,267	51,701	-	-	-	-	-	219,968
Comm Dev-Planning	78,259	25,224	-	-	-	-	-	103,483
Surveyor	38,937	9,821	-	-	-	-	-	48,758
Sheriff	2,917,412	961,701	-	-	-	-	-	3,879,113
Juvenile	394,388	126,077	-	-	-	-	-	520,465
Emergency	77,637	41,784	-	-	-	-	-	119,421
Solid Waste	19,482	3,133	-	-	-	-	-	22,615
Veterans	75,171	18,603	-	-	-	-	-	93,774
Other Requirements	-	154,526	25,000	-	155,194	115,362	-	450,082
General Fund Total Appropriations	4,795,812	2,772,631	29,500	-	155,194	115,362	-	7,868,499
Commissioners Fund	115,317	8,524	-	-	-	-	-	123,841
Road Department Fund	1,488,193	1,999,507	1,388,000	-	-	250,000	-	5,125,700
Roadside Improvement Fund	-	-	-	-	-	-	-	-
Court Mediation Fund	-	19,500	-	-	-	-	-	19,500
Bike & Footpath Fund	-	7,500	-	-	-	9,460	-	16,960
Clerk's Reserve Fund	-	18,100	-	-	40,000	-	-	58,100
Cornerstone Preservation Reserve Fund	-	-	-	-	35,000	90,000	-	125,000
State Court Security Fund	-	-	232,000	-	-	-	-	232,000
Law Library Fund	12,494	9,506	-	-	-	-	-	22,000
Economic Development Fund	50,796	46,722	-	-	-	-	-	97,518
Sheriff's Special Revenue Funds	740,649	285,380	20,000	-	-	84,344	-	1,130,373
Brookings Airport Fund	-	19,953	135,000	-	8,347	-	-	163,300
Pt Orford Landfill Trust Fund	-	34,961	36,032	-	-	169,007	-	240,000
Towers Maintenance Fund	-	88,347	18,955	-	-	-	-	107,302
County Parks Fund	93,283	90,412	-	-	37,500	10,000	-	231,195
Victims' Assistance Fund	70,654	2,185	-	-	-	-	-	72,839
Child Advocacy/ Crisis Assessment	21,604	51,472	-	-	-	-	-	73,076
County Fair Fund	93,222	258,930	1,000	-	-	-	-	353,152
Community Development Fund	269,361	116,274	2,500	-	-	-	-	388,135

2017-2018 APPROVED BUDGET APPROPRIATIONS

ADOPTED											Tab
	Personal Services	Materials & Services	Capital Outlay	Debt Service	Interfund Transfers	Operating Contingencies	Other Expenses	17/18 Total Adopted			
Public Health Fund	20,369	381,893	-	-	-	-	-	402,262			
Administrative Services Fund	668,965	465,268	27,194	-	-	-	-	1,161,427			
General Services Fund	-	280,099	-	-	-	64,874	-	344,973			
Vehicle Replacement Fund	-	3,537	120,098	-	-	-	-	123,635			
Road Capital Improvement Fund	-	6,790,989	-	-	2,873,436	-	-	9,664,425			
County Lands Fund	-	-	-	-	30,000	-	-	30,000			
Cable TV Franchise Fund	-	-	-	-	130,000	-	-	130,000			
Cable TV Peg Access Fund	-	-	13,000	-	-	-	-	13,000			
Construction Projects Fund	55,541	57,534	82,599	16,710	-	-	-	212,384			
Children & Families Fund	-	-	-	-	-	-	-	-			
Federal Grants Fund	105,821	395,491	1,400,000	-	-	-	-	1,901,312			
State and Other Grants Fund	-	135,000	150,000	-	-	-	-	285,000			
General Equipment Self-Insurance Fund	-	41,760	-	-	60,000	-	-	101,760			
Road Equipment Self-Insurance Fund	-	1,164,587	-	-	-	-	-	1,164,587			
Bridge Lighting Fund	-	300	-	-	-	-	-	300			
Unemployment Self Ins Reserve Fund	-	150,934	-	-	127,000	-	-	277,934			
PERS Expense Reserve Fund	-	220,000	-	-	-	-	-	220,000			
County Schools Fund	-	-	-	-	-	-	400,000	400,000			
Title III Reserve Fund	-	840,907	-	-	190,093	-	-	1,031,000			
Other Funds Total Appropriations	3,806,269	13,985,572	3,626,378	16,710	3,531,376	677,685	400,000	26,043,990			
County Total Appropriations	8,602,081	16,758,203	3,655,878	16,710	3,686,570	793,047	400,000	33,912,489			
Footnote: The following is a listing of the budgeted ending fund balances for the 2017-2018 fiscal year. These amounts are a part of the 2017-2018 fiscal year budget, but are not appropriated. There is no spending authority given to "reserve for future expenditure".											
Road Department Fund		1,273,665			Roadside Improvement		22,608				
Clerk's Reserve		93,000			Economic Development Fund		-				
Pt Orford Landfill Trust		75,000			Towers Maintenance Fund		5,522				
County Fair Fund		74,248			Vehicle Replacement Fund		63,365				
Road Capital Improvement Fund		21,657,740			Cable TV Franchise Fund		-				
Total Reserve for Future Expenditure								23,265,148			
General Fund Total Resources	7,868,499								57,177,637		
Road Funds Resources	38,908,725										
Other Non-General Fund Total Resources:	10,400,413										

**IN THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY**

IN THE MATTER OF ADOPTING THE
2017-2018 FISCAL YEAR BUDGET

)
)

RESOLUTION R2017-11

WHEREAS, Curry County needs to adopt a budget by July 1, 2017 to have legal spending authority;

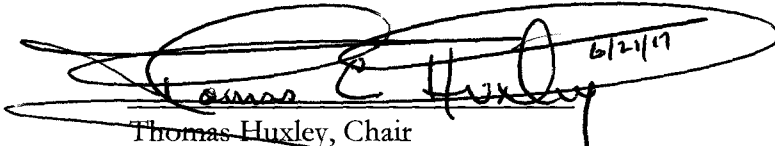
THEREFORE, BE IT RESOLVED that the Curry County Board of Commissioners hereby adopts the budget for the 2017-2018 Fiscal Year in the amount of \$57,177,637 available in the County Clerk's Office; and,

THEREFORE, BE IT RESOLVED that \$23,265,148 is un-appropriated and reserved for future budget years in the Fiscal Year 2017-2018 budget; and,

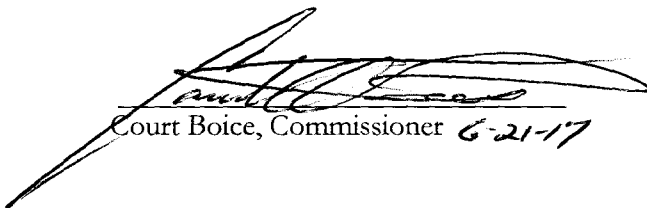
BE IT RESOLVED that \$33,912,489 for the fiscal year beginning July 1, 2017, and for the purposes shown in **Exhibit A** are hereby appropriated as stated in **Exhibit A**.

Dated this 21st day of June 2017.

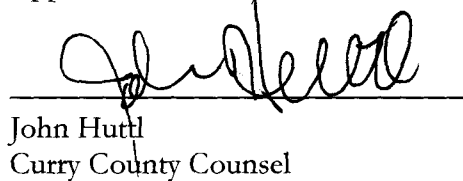
CURRY COUNTY BOARD OF COMMISSIONERS

 6/21/17
Thomas Huxley, Chair


Sue Gold, Vice Chair

 6-21-17
Court Boice, Commissioner

Approved as to form:


John Hutt
Curry County Counsel

APPROVED BUDGET APPROPRIATIONS

Tab	<u>ADOPTED</u>							<u>17/18 Total</u>
	<u>Personal</u>	<u>Materials &</u>	<u>Capital</u>	<u>Debt</u>	<u>Interfund</u>	<u>Operating</u>	<u>Other</u>	
	<u>Services</u>	<u>Services</u>	<u>Outlay</u>	<u>Service</u>	<u>Transfers</u>	<u>Contingencies</u>	<u>Expenses</u>	<u>Adopted</u>
Board of Property Tax Appeals	3,880	1,264	-	-	-	-	-	5,144
Non-Departmental	-	1,005,000	-	-	-	-	-	1,005,000
Elections	131,925	63,450	-	-	-	-	-	195,375
Treasurer's Office	92,844	16,894	-	-	-	-	-	109,738
Tax Collection	76,704	55,998	-	-	-	-	-	132,702
Assessor	423,787	127,047	4,500	-	-	-	-	555,334
GIS	-	25,127	-	-	-	-	-	25,127
District Attorney	297,119	85,281	-	-	-	-	-	382,400
Recording	168,267	51,701	-	-	-	-	-	219,968
Comm Dev-Planning	78,259	25,224	-	-	-	-	-	103,483
Surveyor	38,937	9,821	-	-	-	-	-	48,758
Sheriff	2,917,412	961,701	-	-	-	-	-	3,879,113
Juvenile	394,388	126,077	-	-	-	-	-	520,465
Emergency	77,637	41,784	-	-	-	-	-	119,421
Solid Waste	19,482	3,133	-	-	-	-	-	22,615
Veterans	75,171	18,603	-	-	-	-	-	93,774
Other Requirements	-	154,526	25,000	-	155,194	115,362	-	450,082
General Fund Total Appropriations	4,795,812	2,772,631	29,500	-	155,194	115,362	-	7,868,499
Commissioners Fund	115,317	8,524	-	-	-	-	-	123,841
Road Department Fund	1,488,193	1,999,507	1,388,000	-	-	250,000	-	5,125,700
Roadside Improvement Fund	-	-	-	-	-	-	-	-
Court Mediation Fund	-	19,500	-	-	-	-	-	19,500
Bike & Footpath Fund	-	7,500	-	-	-	9,460	-	16,960
Clerk's Reserve Fund	-	18,100	-	-	40,000	-	-	58,100
Cornerstone Preservation Reserve Fund	-	-	-	-	35,000	90,000	-	125,000
State Court Security Fund	-	-	232,000	-	-	-	-	232,000
Law Library Fund	12,494	9,506	-	-	-	-	-	22,000
Economic Development Fund	50,796	46,722	-	-	-	-	-	97,518
Sheriff's Special Revenue Funds	740,649	285,380	20,000	-	-	84,344	-	1,130,373
Brookings Airport Fund	-	19,953	135,000	-	8,347	-	-	163,300
Pt Orford Landfill Trust Fund	-	34,961	36,032	-	-	169,007	-	240,000
Towers Maintenance Fund	-	88,347	18,955	-	-	-	-	107,302
County Parks Fund	93,283	90,412	-	-	37,500	10,000	-	231,195
Victims' Assistance Fund	70,654	2,185	-	-	-	-	-	72,839
Child Advocacy/ Crisis Assessment	21,604	51,472	-	-	-	-	-	73,076
County Fair Fund	93,222	258,930	1,000	-	-	-	-	353,152
Community Development Fund	269,361	116,274	2,500	-	-	-	-	388,135

APPROVED BUDGET APPROPRIATIONS

Tab	<u>ADOPTED</u>							<u>17/18 Total</u>
	<u>Personal Services</u>	<u>Materials & Services</u>	<u>Capital Outlay</u>	<u>Debt Service</u>	<u>Interfund Transfers</u>	<u>Operating Contingencies</u>	<u>Other Expenses</u>	<u>Adopted</u>
Public Health Fund	20,369	381,893	-	-	-	-	-	402,262
Administrative Services Fund	668,965	465,268	27,194	-	-	-	-	1,161,427
General Services Fund	-	280,099	-	-	-	64,874	-	344,973
Vehicle Replacement Fund	-	3,537	120,098	-	-	-	-	123,635
Road Capital Improvement Fund	-	6,790,989	-	-	2,873,436	-	-	9,664,425
County Lands Fund	-	-	-	-	30,000	-	-	30,000
Cable TV Franchise Fund	-	-	-	-	130,000	-	-	130,000
Cable TV Peg Access Fund	-	-	13,000	-	-	-	-	13,000
Construction Projects Fund	55,541	57,534	82,599	16,710	-	-	-	212,384
Children & Families Fund	-	-	-	-	-	-	-	-
Federal Grants Fund	105,821	395,491	1,400,000	-	-	-	-	1,901,312
State and Other Grants Fund	-	135,000	150,000	-	-	-	-	285,000
General Equipment Self-Insurance Fund	-	41,760	-	-	60,000	-	-	101,760
Road Equipment Self-Insurance Fund	-	1,164,587	-	-	-	-	-	1,164,587
Bridge Lighting Fund	-	300	-	-	-	-	-	300
Unemployment Self Ins Reserve Fund	-	150,934	-	-	127,000	-	-	277,934
PERS Expense Reserve Fund	-	220,000	-	-	-	-	-	220,000
County Schools Fund	-	-	-	-	-	-	400,000	400,000
Title III Reserve Fund	-	840,907	-	-	190,093	-	-	1,031,000
Other Funds Total Appropriations	3,806,269	13,985,572	3,626,378	16,710	3,531,376	677,685	400,000	26,043,990
County Total Appropriations	8,602,081	16,758,203	3,655,878	16,710	3,686,570	793,047	400,000	33,912,489

Footnote: The following is a listing of the budgeted ending fund balances for the 2017-2018 fiscal year. These amounts are a part of the 2017-2018 fiscal year budget, but are not appropriated. There is no spending authority given to "reserve for future expenditure".

Road Department Fund	1,273,665	Roaside Improvement	22,608
Clerk's Reserve	93,000	Economic Development Fund	-
Pt Orford Landfill Trust	75,000	Towers Maintenance Fund	5,522
County Fair Fund	74,248	Vehicle Replacement Fund	63,365
Road Capital Improvement Fund	21,657,740	Cable TV Franchise Fund	-
		Total Reserve for Future Expenditure	23,265,148
General Fund Total Resources	7,868,499	Total County Budget for Fiscal 2017/2018	57,177,637
Road Funds Resources	38,908,725		-
Other Non-General Fund Total Resources	10,400,413		

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Order Correcting Scrivener's Error for R2017-12**AGENDA DATE^a:** 2017_07_19 **DEPARTMENT:** Counsel **TIME NEEDED:** 2 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 07-19-17**BRIEF BACKGROUND OR NOTE^b:** Correcting Exhibit A^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1) Order

(2) Exhibit A

(3) Resolution 2017-12

Are there originals in route (paper copies with pre-existing signatures) **Yes** ☐ **No** ☒**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? **Yes** ☐ **No** ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes** ☐ **No** ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? **Yes** ☐ **No** ☐ **N/A** ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk☐ Send Printed Copy to:☐ Email a Digital Copy to:☐ Other

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☒ **No** ☐ **N/A** ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses **Yes** ☒ **No** ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials **Yes** ☐ **No** ☐ **N/A** ☒
Comment:
3. If job description, Salary Committee reviewed: **Yes** ☐ **No** ☐ **N/A** ☒
4. If hire order requires an UA, is it approved? **Yes** ☐ **No** ☐ **Pending** ☐ **N/A** ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley **Yes** ☐ **No** ☐Commissioner Sue Gold **Yes** ☐ **No** ☐Commissioner Court Boice **Yes** ☐ **No** ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order Correcting)
A Scrivener's Error in Resolution) ORDER NO. _____
Number R2017-12)

WHEREAS, Resolution Number R2017-12 was approved at the June 21, 2017 meeting, reallocating appropriations between categories in the 2016-2017 fiscal year budget; and

WHEREAS, Resolution R2017-12 references an attached Exhibit A; and

WHEREAS, the attached Exhibit A under Total Materials and Services, Debt, Capital, Transfers has a line item of 1.10-419.15-491.06-000-00 (Tran to Airport-Grants) which is the wrong number and should be number 1.10-490.10-491.06-000-00; and

WHEREAS, the new Exhibit A is incorporated as referenced; and

NOW, THEREFORE IT IS HEREBY ORDERED that Resolution Number 2017-12 is amended to reflect the newly attached Exhibit A.

DATED this 19th day of July, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John HuttI
Curry County Legal Counsel

Supplemental Budget # FY2016-17

Fund Budget Must Balance To \$0.00

Department: Gen Fund / Airport Grant

Department: Gen Fund / Airport Grant		BUDGET		
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
-311.10-000-00				-
1.30-419.88-391.12-000-00	Trans In-Gen Fund-Other Requirements	18,627	70,000	88,627
-399.01-000-00	Assigned Fund Balance			-
-399.03-000-00	Restricted Fund Balance			-
	Total Resources	18,627	70,000	88,627
Personal Services				
-490.00-110-00	Sal-Regular	-	-	-
-490.00-120-00	Sal-Irregular		-	-
-490.00-130-00	Sal-Overtime			-
-490.00-213-00	Ben-Health Ins	-	-	-
-490.00-214-00	Ben-Life Ins	-	-	-
-490.00-220-00	Ben- FICA 7.65%	-	-	-
-490.00-230-00	PERS-County	-	-	-
-490.00-235-00	PERS-Employee	-	-	-
-490.00-260-00	Ben-Workers Comp	-	-	-
-490.00-290-00	Ben-OR W/Comp Assessment	-	-	-
	Total Personal Services -	-	-	-
Materials & Services				
-490.00-	Pro Services-Training & Ed		-	-
-490.00-	Other Services-Emergency		-	-
1.10-413.90-490.00-615-00	Other Materials & Supplies	107,677	(88,627)	19,050
-490.00-	Travel-Meals & Lodging		-	-
-490.00-	Travel-Mileage Allowance		-	-
1.30-419.88-490.00-615-00	Other Materials & Supplies			-
-490.00-	Supplies-Non-Capital		-	-
-490.00-	Other Supplies-Comfort Kits		-	-
-490.00-				-
-490.00-				-
-490.00-				-
	Total Materials & Services	107,677	(88,627)	19,050
Debt, Capital, Transfers				
1.10-419.10-490.00-847-00	Debt Interest Payments			-
-490.00-849-00	Debt Principal Payments			-
1.30-419.88-490.00-725-14	Capital Outlay	170,116	70,000	240,116
-490.00-745-00	Capital Outlay			-
1.10-490.10-491.06-000-00	Tran To Airport-Grants	-	88,627	88,627
-491.-.-00	Tran To			-
-492.-.-00	Tran To (use 492 for Tran within a Fund)			-
	Total Expenditures	277,793	70,000	347,793
Total Change should = 0 >>			-	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	6/13/2017	
Elected Official		Date	7/5/2017	
or Department Head	Corrected by Julie Swift	Date	7/5/2017	
Approved By		Date		
Liasion Commissioner				Supp #8

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY**

IN THE MATTER OF REALLOCATION OF)
APPROPRIATIONS BETWEEN CATEGORIES)
IN THE 2016-2017 FISCAL YEAR BUDGET)

RESOLUTION *R2017-12*


WHEREAS, there exists a need to transfer appropriated spending authority in the Curry County budget between expenditure categories for the purpose of providing for costs beyond the amount that was anticipated in the 2016-2017 fiscal year budget: and,


WHEREAS, such increase and reallocation of appropriation is allowed under ORS 294.471; now,


BE IT RESOLVED that the 2016-2017 fiscal year budget for Curry County be modified as detailed in *Exhibit A* for the specific purpose of providing appropriations to cover expenditures through June 30, 2017.

Dated this _____ day of June, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS


Thomas Huxley, Chair


Sue Gold, Vice Chair


Court Boice, Commissioner *6-21-17*

Approved as to form:


John Hutt
Curry County Counsel

Supplemental Budget # FY2016-17

Fund Budget Must Balance To \$0.00

Department: Gen Fund / Airport Grant

Department:		Gen Fund / Airport Grant		BUDGET	
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	CHANGE	NEW Budget	
			+ = increase - = decrease		
Revenue					
-311.10-000-00				-	
1.30-419.88-391.12-000-00	Trans In-Gen Fund-Other Requirements	18,627	70,000	88,627	
-399.01-000-00	Assigned Fund Balance			-	
-399.03-000-00	Restricted Fund Balance			-	
	Total Resources	18,627	70,000	88,627	
Personal Services					
-490.00-110-00	Sal-Regular	-	-	-	
-490.00-120-00	Sal-Irregular	-	-	-	
-490.00-130-00	Sal-Overtime	-	-	-	
-490.00-213-00	Ben-Health Ins	-	-	-	
-490.00-214-00	Ben-Life Ins	-	-	-	
-490.00-220-00	Ben- FICA 7.65%	-	-	-	
-490.00-230-00	PERS-County	-	-	-	
-490.00-235-00	PERS-Employee	-	-	-	
-490.00-260-00	Ben-Workers Comp	-	-	-	
-490.00-290-00	Ben-OR W/Comp Assessment	-	-	-	
	Total Personal Services -	-	-	-	
Materials & Services					
-490.00-	Pro Services-Training & Ed		-	-	
-490.00-	Other Services-Emergency		-	-	
1.10-413.90-490.00-615-00	Other Materials & Supplies	107,677	(88,627)	19,050	
-490.00-	Travel-Meals & Lodging		-	-	
-490.00-	Travel-Mileage Allowance		-	-	
1.30-419.88-490.00-615-00	Other Materials & Supplies		-	-	
-490.00-	Supplies-Non-Capital		-	-	
-490.00-	Other Supplies-Comfort Kits		-	-	
-490.00-			-	-	
-490.00-			-	-	
-490.00-			-	-	
-490.00-			-	-	
	Total Materials & Services	107,677	(88,627)	19,050	
Debt, Capital, Transfers					
1.10-419.10-490.00-847-00	Debt Interest Payments			-	
-490.00-849-00	Debt Principal Payments			-	
1.30-419.88-490.00-725-14	Capital Outlay	170,116	70,000	240,116	
-490.00-745-00	Capital Outlay			-	
1.10-419.45-491.06-000-00	Tran To Airport-Grants	-	88,627	88,627	
490.10-491.00-00	Tran To			-	
-492.00-00	Tran To (use 492 for Tran within a Fund)			-	
	Total Expenditures	277,793	70,000	347,793	
Total Change should = 0 >>					
Note: Total change should = 0, or Total Revenue change should match Total Expense change.					
Prepared By		Louise Kallstrom			
Elected Official		Date 6/13/2017			
or Department Head		Date 6/13/17			
Approved By		Date 6/14/17			
Liasion Commissioner		Supp #8			

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Correcting Number of a Zoning Ordinance Motion Made at the 6/21/17 General Meeting from 17-01 to 17-03.**AGENDA DATE^a:** 7-19-17 **DEPARTMENT:** BOC **TIME NEEDED:** 3 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3296 **TODAY'S DATE:** 7/12/17**BRIEF BACKGROUND OR NOTE^b:** The motion, voted on and approved, for Zoning Ordinance Amendment 2017.01, Repeal and Replacement of Curry County Zoning Ordinance Article IV, Section 4.050, Access Management used ordinance number 17-01. Ordinance number 17-01 had been used and filed earlier in 2017. This action will correct the motion number from 17-01 to 17-03. (17-02 was used in a motion, voted on and approved, for an Ordinance Adopting the revision of the Road Standards (Curry County Code Article 3 – Roads) 2nd reading at the 7/5/17 General Meeting.)^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Order

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk☐ Send Printed Copy to:☐ Email a Digital Copy to:☐ Other

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☒ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐

Commissioner Sue Gold

Yes ☐ No ☐

Commissioner Court Boice

Yes ☐ No ☐

Not applicable to Sheriff's Department since they do not have a liaison ☐

In the Matter of an Order)
 Correcting an Error in an oral Motion)
 Adopting a Zoning Ordinance) ORDER NO. _____

WHEREAS, prior to filing of Ordinance number 17-01, it was discovered that number 17-01, had already been assigned to Ordinance “Creating the Office and Position of Curry County Administrator and adding article one division seventeen”, following the general meeting on June 7, 2017; and

NOW, THEREFORE IT IS HEREBY ORDERED that this Order corrects the oral motion made to Zoning Ordinance Amendment 2017.01, Repeal and Replacement of Curry County Zoning Ordinance Article IV, Section 4.050, Access Management on June 21, 2017 with the preassigned number and now assigns Number 17-03 in its' place.

BOARD OF CURRY COUNTY COMMISSIONERS

Approved as to Form:

John R. Huttli
Curry County Legal Counsel

Court Boice, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Lobster Creek Camp Host Agreement**AGENDA DATE^a:** 7/19/2017 **DEPARTMENT:** Parks **TIME NEEDED:** 3 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J. Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 7/12/2017**BRIEF BACKGROUND OR NOTE^b:** Camp Host Agreement for 2017/2018^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Caretaker/Host Volunteer Agreement

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☒ No ☐**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☒ Other Return to Parks Dept. after signed

Phone:

Due date to send: / /

Email:

^{*}Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☒ N/A ☐

(If No, brief detail) The hand-written words are too light.

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☐ No ☐

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

CARETAKER/ HOST VOLUNTEER AGREEMENT

This agreement is entered into this 1st day of July, 2017, by and between Curry County, a Political Subdivision of the State of Oregon (County), and Andrey Gerasimov (Host) as follows:

RECITALS:

WHEREAS, the County has a need for volunteers to serve as host at Lobster Creek Youth Camp to watch and provide security for the property, to call for assistance when necessary, to coordinate activities with the County Parks Coordinator (Coordinator), and to perform other services as necessary; and

WHEREAS, the County has a campsite space available for the Host to use; and

WHEREAS, the County is willing to allow the use of the campsite by the Host rent and utility free, and to provide them with a small stipend, and to assist the Host in the performance of their voluntary services for the term of this agreement.

County and Host agree to the following provisions:

1. ADMINISTRATION OF THIS AGREEMENT

The Coordinator and/or his/her designee shall administer this agreement on behalf of the County.

2. DESCRIPTION OF FUNCTIONS AND SERVICES

2.1 Host shall voluntarily perform the functions and services described in Exhibit "A" that is attached to this agreement and such other services as authorized by the Coordinator. County reserves the right to modify the Host duties and service to the County as necessary for the efficient operation of Lobster Creek Youth Camp.

2.2 The Host understands that they are donating their hours of service to the County and that this is done without any promise or expectation of compensation for services rendered. The Host will not receive any compensation for services performed under this agreement. The Host is not eligible to receive unemployment benefits, social security,

health insurance, or any other benefits that are provided to paid employees of the County, with the exception of worker's compensation coverage that the County provides to volunteers. The provision of a campsite, utilities and a stipend by the County is not compensation for services rendered but rather a benefit and gratuity that the County freely chooses to provide.

3. CAMPSITE, UTILITIES AND STIPEND

3.1 As a gratuity to Host, County hereby allows Host the use of a space at Lobster Creek Youth Camp for placement of a recreational vehicle that is the residence of the Host. As a further gratuity, County shall provide water, electrical, propane, sewer and garbage utilities in reasonable amounts for the Host.

3.2 The Host shall maintain the campsite and surrounding area in a clean and sanitary condition at all times.

3.3 The Host shall vacate the campsite and remove their residence (recreational vehicle) and personal property within ten (10) days of the termination of this agreement.

3.4 The Host may not alter or improve the campsite without prior permission from the Coordinator or his/her designee.

3.5 County employees or agents may enter upon the campsite at reasonable times to inspect the premises.

3.6 Host shall be responsible for providing, at Host' own expense, insurance coverage for their personal property to include recreational vehicle or mobile trailer and personal vehicle(s).

3.7 As a final portion of the gratuity under this agreement, County shall provide Host a gratuity of \$300 a month. If the agreement should cover a portion of a month, the stipend shall be prorated.

3.8 Host will be compensated at the rate of \$0.50 cents per mile for driving their personal vehicle for park business at the direction of the Coordinator.

4. ABSENCES

One or more park host must be available all times when the park is open unless preauthorized by the Coordinator, or except in case of emergency. The park is open year round. Peak season is April 1 to September 30. Off season is October 1 to March 31.

5. COMPLIANCE WITH LAWS

5.1 This agreement shall be governed by and subject to the laws of the State of Oregon. The parties shall perform their duties in accordance with all applicable statutes, ordinances, regulations and administrative rules now or hereinafter in effect.

5.2 If any provision of this agreement is held by a court or administrative body to be invalid, such invalidity shall not affect any other provision of this agreement. This agreement shall be construed as if the invalid provision had never been included.

5.3 County may modify the terms of this agreement by written notice to Host as necessary to comply with changes in federal and state statutes, regulations, administrative rules and orders.

6. TERM AND TERMINATION

6.1 If Host fail to perform any of the services and obligations of this agreement, County upon 24 hours written notice may terminate this agreement at its sole discretion.

6.2 Either party may unilaterally terminate this agreement with or without cause upon thirty (30) days prior written notice or such lesser written notice when emergency conditions dictate.

6.3 This agreement shall be effective 7/1/17, 2017, and unless terminated sooner pursuant to sections 6.1 or 6.2 above, it shall remain in effect until June 30, 2018. This agreement may be extended by mutual agreement of the parties.

6.4 Termination shall not prejudice any right of the parties prior to the effective date of termination.

7. MODIFICATIONS

Except as provided in subsections 2.1 and 5.3, this agreement may be changed only by written modifications that are signed by both parties.

It may not be amended or modified by oral agreements or understandings between the parties.

8. ENTIRE AGREEMENT

This agreement supersedes all prior and existing written or oral understandings between the parties. No other agreements, whether expressed or implied, shall be considered a part of this agreement, unless in writing and signed by the necessary parties hereto.

CARETAKER HOST



07/01/2017
Date

BOARD OF CURRY COUNTY COMMISSIONERS

_____, Chair _____
Date

_____, Vice Chair _____
Date

_____, Commissioner _____
Date

Approved as to Form:

Curry County Legal Counsel

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** IGA with City of Brookings for reciprocal building inspection services due to illness, vacations and training.**AGENDA DATE^a:** 07.19.2017 **DEPARTMENT:** Community Development**TIME NEEDED:** 5 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Carolyn Johnson**PHONE/EXT:** 3228 **TODAY'S DATE:** 06.26.2017**BRIEF BACKGROUND OR NOTE^b:** In years past, the County and City of Brookings have had agreements to provide reciprocal inspection coverage at no charge if/when there was a vacation, illness, or training requirement for a either a County or City building inspector. This arrangement has worked well over the years. However, upon research, it appears there is not a written agreement between the two agencies for this arrangement. Thus an agreement for each agency staff to cover inspection services as described above has been drafted and is attached for Board of Commissioners review and action.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)agreement

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒**QUESTIONS:**1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department? Yes ☐ No ☒

(If Yes, brief detail)

3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒**INSTRUCTIONS ONCE SIGNED:**☐ No Additional Activity Required

OR

☒ File with County Clerk

Name: Gary Milliman

☒ Send Printed Copy to:

Address: City of Brookings City Hall

898 Elk Dr.

☒ Email a Digital Copy to:

City/State/Zip: Brookings/OR/97415

☒ Other johnsonc@co.curry.or.us and pospishilj@co.curry.or.us

Phone:

Due date to send: 07 /20 / 2017

Email:

GMilliman@brookings.or.us

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐

Comment:

2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☐

Comment:

3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☐4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☐**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE:** (Select)**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☐ No ☐

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** ☐ **No** ☐

Commissioner Thomas Huxley **Yes** ☐ **No** ☐

Commissioner David Brock Smith **Yes** ☐ **No** ☐

Not applicable to Sheriff's Department since they do not have a liaison ☐

INTERGOVERNMENTAL AGREEMENT FOR BUILDING SERVICES

I. PURPOSE

The parties to this agreement are the City of Brookings, an Oregon municipal corporation, herein referred to as "City" and Curry County, a political subdivision of the State of Oregon, herein referred to as "County." This agreement provides building inspection services in the event of a temporary lack of coverage in either jurisdiction. This agreement replaces any previous intergovernmental agreements concerning this subject between the parties.

II. PARAMETERS OF THIS AGREEMENT

The City and County agree to provide reciprocal building inspection services free of charge under the following circumstances for a maximum of 120 hours per year subject to the following criteria:

- Services have been requested in a reasonable amount (1 business day) of time prior to need.
- Services shall be limited to areas within the City of Brookings and the Brookings Urban Growth Boundary.
- Inspector is on a scheduled vacation (not to exceed 2 weeks)
- Inspector is on extended sick leave
- Inspector is on an authorized work related absence
- Inspector is not available due to an emergency

In the event that 120 hours is exceeded the jurisdiction requesting coverage will reimburse the responding jurisdiction the hourly salary and benefit cost of the inspector providing the service. This agreement will cover the services of regular employees only.

III. INDEMNIFICATION

County shall hold harmless, defend and indemnify City and its officers, employees, and agents for any and all claims, suits or actions arising out of work that City performs for County under this agreement. City shall hold harmless, defend and indemnify County and its officers, employees, and agents for any and all claims, suits, or actions arising out of work that County performs for City under this agreement. County shall name City as an additional insured, and City shall name County as an additional insured for work performed under this agreement. Insurance verification form shall be attached to this agreement and shall be renewed annually.

IV. NON-PERFORMANCE

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to circumstances beyond the control of the jurisdiction. It is further understood that both City and County may give priority to the inspection and plan review duties within their own jurisdictional boundaries.

V. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all Federal, State, and local laws applicable to the work to be done under this agreement.

VI. TERMINATION

This agreement may be terminated by mutual consent of both parties or by either party upon giving 30 days written notice to the other party and delivered by certified mail or in person.

VII. AMENDMENT

Any modification or amendment to this agreement must be in writing and signed by both parties to be valid and enforceable.

City of Brookings

Gary Milliman, City Manager

Date: _____

County Board of Curry County Commissioners

Tom Huxley, Chair

Date: _____

Sue Gold, Chair

Date: _____

Court Boice, Commissioner

Date: _____

Approved as to form:

John R. Hutt
Curry County Legal Counsel

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Personnel Action done by Sheriff**AGENDA DATE^a:** 7/19/17 **DEPARTMENT:** Personnel **TIME NEEDED:** 3 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 7/11/17**BRIEF BACKGROUND OR NOTE^b:** Presentation to the Board per Personnel Rules change April 2016^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)Exhibit A

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk☐ Send Printed Copy to:☐ Email a Digital Copy to:☐ Other

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☒
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☒ No ☐ N/A ☐
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



Exhibit A

Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 05-17-17

Employee's Name:

James Eskeli

Recommending
Official

Sheiff John Ward

Action to be Taken:

(check all that apply)

☒ New Hire☐ Promotion☐ Payroll Allocation Change *☐ Rehire☐ Change in Pay☐ Leave of Absence (explain below)☐ Transfer☐ Other:☐ Job Description
Attached

Start/Effective Date: 05-22-17

☐ Temporary (less than 180 days) requires end date

End Date:

☐ Seasonal (less than 90 days) requires end dateOR ☐ Continuing

FROM

(use for changes)

Dept

Range

Step

Base Pay

Per

Month

TO

(use for new hires & changes)

Dept

Range

Step

Base Pay

Per

Sheriff's Office

Corrections

S-7

D

3772

Month

☐ Certification (list):

*Allocation Change:

☐ No Change

Explanation:

Fund Dept Division Object %

Sum of percentages must equal				100%

Comments / Other: Use this space to clarify, explain, or justify personnel actions. Be specific and use sufficient detail so that future readers will understand what change(s) occurred, why, and the resulting effect on the employee's pay.

New hire in Corrections to fill a vacated position

REQUIRED SIGNATURES: Please sign and date.

Supervisor:

Department

Head/Elected Official:

Employee:

Human Resources:

Date:

Date:

Date:

Date:

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:**

June 2017 Community Development Department monthly activity report.

AGENDA DATE^a: 07.19.2017 **DEPARTMENT:** Community Development **TIME****NEEDED:** 5 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 07.10.2017**BRIEF BACKGROUND OR NOTE^b:** See attached monthly report of Community Development Department activities, including Planning, Building and Economic Development for the month of June, 2017^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Memorandum

(1)Monthly report, June 2017

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☐
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☐
4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☐

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** (Select)**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐

Not applicable to Sheriff's Department since they do not have a liaison ☐



Community Development Department June 2017 Activity Report Building, Economic Development, Planning

Department Administration and funding

June revenue - \$39,535

- Preparation of May 2017 activity report
- Budget preparation and presentation to Board and Budget committee

Building Division

Building Permits: 48 Permits issued Building Inspections: 83 completed

Phone calls and walk in visits - 300 served

- Building Permit Applications have increased since May (May- 36, June – 48)
- As required by the Oregon Hospital Authority, additional follow-up work at Curry Hospital was completed. Demolition of remaining buildings is nearly complete. Work on the parking lot will be commencing soon.
- Other Commercial Projects underway at this time include:
 - o Curry Library Expansion Plan Review is complete.
 - o Harbor Chetco Credit Union Plan Review of Interior Improvements is complete.
 - o Port Orford New Bar is still under construction.
 - o Building permits have been issued for roof Seismic Improvements at Port Orford and Gold Beach High Schools. Work has commenced at Gold Beach High school.
 - o Demolition permit and demolition of the Port of Gold Beach owned One Stop building.
- The Building Official attended two days of required training in Salem, by the Oregon Buildings Codes Division. Further training on-line for 16 weeks starts in August for certification as a Residential Plumbing Inspector, which will be followed by a 10 week on-line course for certification as a light commercial plumbing inspector.

Economic Development Division

- Staff report and presentation to the Board the SCDC agreement for FY 2017-2018 budget year.
- Presentation to the Board on planning permit fees for FY 2017-2018.
- Interface with DMI regarding the Travel Curry Coast Web site.
- Continued work on the Floras Lake Forest Lands project.
- South Coast Development Council (SCDC) work for Curry County included the following during the month of June:
 - o June 1st: 2.25 hours staff time. John Hitt worked on the Floras Lake Project.
 - o June 2nd: 2 hours staff time. John Hitt worked on Curry Airport.
 - o June 20th: 2 hours staff time. John Hitt worked on the Floras Lake report.
 - o June 21st: 8 hours staff time. John Hitt traveled to Gold Beach to meet with Carolyn Johnson regarding the Floras Lake project. John also attended the Curry County Commissioner meeting and stopped at Floras Lake and Cape Blanco airport.
 - o June 22nd: 3.75 hours staff time. John Hitt worked on the Floras Lake report.
 - o June 26th: 5.5 hours staff time. John Hitt worked to finalize the Floras Lake project/report.

- June 29th: 6 hours of staff time. Shaun Gibbs traveled to Port Orford and met with the City Administrator regarding opportunities in the City. Shaun also explored Port Orford and focused his time on vacant housing developments and the blighted Port Orford Inn on Hwy 101. Shaun also traveled to Harbor to meet with the Vice Chair of the local Chamber of Commerce and also stopped into the Curry County Board of Realtors to talk about ED.

Planning Division

- Interface with Gold Beach Planner, including preparation for June 15 Planning Commission meeting (cancelled, lack of quorum) for a 23 lot subdivision and Planning Commission interpretation. The subdivision was approved and interpretation for ORREC to proceed with applications for their learning facility.
- Permit activity:
 - 2 Land Use Compatibility Statement
 - 19 Planning Clearance reviews
 - 4 new addresses
 - 2 Conditional Use Permit renewals
- Prepared staff report and presented to the Board on June 21 the update of zoning ordinance section 4.050 (Access Management Standards).
- Work with ODOT to wrap up info on US 101 Corridor Plan completion/arrangements for Planning Commission review in August and Board review and action in September.
- Continued search for financial assistance from a State agency to update the 2006 Water Quality Implementation Plan as required by 2015 Rogue Basin TMDL Implementation Plan. Conferral with DLCDD and DEQ.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Surveyor's Report for June, 2017**AGENDA DATE^a:** When convenient **DEPARTMENT:** County Surveyor **TIME NEEDED:** Whenever^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Reily Smith **PHONE/EXT:** 3225 **TODAY'S DATE:** July 5, 2017**BRIEF BACKGROUND OR NOTE^b:** Monthly Department Report^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Letter

(1) Report

(2)

Are there originals in route (paper copies with pre-existing signatures) **Yes** ☐ **No** ☒**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? **Yes** ☐ **No** ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes** ☐ **No** ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? **Yes** ☐ **No** ☐ **N/A** ☒

INSTRUCTIONS ONCE SIGNED:☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^{*}Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☒
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses **Yes** ☐ **No** ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials **Yes** ☐ **No** ☐ **N/A** ☒
Comment:
3. If job description, Salary Committee reviewed: **Yes** ☐ **No** ☐ **N/A** ☒
4. If hire order requires an UA, is it approved? **Yes** ☐ **No** ☐ **Pending** ☐ **N/A** ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Staff Report**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Court Boice **Yes** ☐ **No** ☐Commissioner Thomas Huxley **Yes** ☐ **No** ☐Commissioner Susan Gold **Yes** ☐ **No** ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

CURRY COUNTY SURVEYOR MONTHLY ACTIVITY REPORT **FOR JUNE 2017**

Last month, I spoke of the Public Land Survey System (PLSS) and the County Surveyor's present day role in maintaining the PLSS. I would like to digress and describe the PLSS to hopefully help enhance the appreciation of what our forefather's created. In 1785, they started surveying the public lands so they could sell them to finance the federal government. The original states were colonial and have a different property system (metes & bounds descriptions). The PLSS system they came up with to lay out one-mile squares on a curved surface was ingenious in its simplicity. Yet, like any government operation (both regulatory & case law) it took on many complexities over the years, but it did provide a means for millions of settlers to own their own land. The County Surveyor positions were established to locate the smaller parcels within the original square miles already located in the PLSS. In recent years, the surveying of smaller parcels has evolved to be a private surveyor role for State Licensed Surveyors. The County Surveyor role has become more of: 1) Maintaining the PLSS. 2) Maintain and increase the availability of records of all surveys. 3) Reviewing Land Surveyor's work for compliance with state laws (generally considered helping to protect the public's interest in real property).

The County's Cornerstone Preservation Fund is growing (currently \$130,054, but the deduction for this fiscal year has not been made). The primary use of these funds since I've been County Surveyor has been "catching up" with the indexing and filing records that have been ignored for many years in the office. Many corner records were found and filed. Corner records were and are being prepared for many maps that the surveyors did not prepare corner records for – this is a current project for re-surveys by the BLM and the old GLO (Government Land Office). State Law requires that the County Surveyor maintain copies of all of BLM surveys and a complete set of these maps and notes were recently acquired and will be made available on the new website.

The Cornerstone Preservation Funds will probably be drawn down when the need for a survey to reestablish lost corners becomes known. Tens of thousands can easily be spent for a large worthwhile project. The County Surveyor is reviewing records and checking areas of possible need for this work as time and budget permits.

A thought that just occurred to me, regarding these monthly activity reports would be that it provides the Department Head with an opportunity to:

- Think about the activities of the Department for the month and what was accomplished or needs to be done.
- Reconsider the department's goals and stay focused on attaining them.
- Think about the department's effectiveness and ponder ways to be more efficient with our limited funds.

County Surveyor Activities during June:

We are still looking forward to the new County Website. Most of our new records and links are ready to be viewed online when it is ready. This website will also allow us to update all public information links on a weekly basis going forward.

We had the usual customer service questions relating to property issues, records available for the public, available maps, and other miscellaneous inquiries. Helping the public with these issues is always considered our primary job. Other activities involved:

- 4 Maps of Survey were reviewed and suggestions/corrections sent to the preparing land surveyor for their consideration prior to filing the Mylar map. Many mistakes and items needed by the ORS are usually found. Each map seems to take between 1 and 3 hours to check. Reily usually notes everything he sees that might need to be checked or reviewed by the submitting Surveyor. However, unless it is specifically spelled out in the ORS or the County Surveyor Ordinance, corrections are not required. Sometimes, items are just a matter of alternate professional opinions. The Surveyor on the ground knows the big picture.
- We continue to deal with 2 problems of a survey map not being filed within the required time limit.
- Barbara Colton, the Department Specialist, has continued to help Community Services on Wednesdays and Thursdays. Barbara says assisting Community Services (Shellie Creighton) is stressful with the amount of business in that office – Shellie Creighton has a tough job! Barbara is staying busy helping Shellie and still helping any walk-in customers to the Surveyor's Office on Wednesdays and Thursdays. Barbara also checks for phone messages, returns calls and gets the mail on those days.
- The only thing being neglected in the Surveyor's Office is our continued scanning of unfiled maps referencing old property surveys, updating corner records and other long-time neglected office projects. None of these projects are critical to the public for obtaining information in the office; it is just not as readily available and won't be until we get the new website.

New surveys filed, scanned, copied and put online:

- 1 Property Line Adjustment Survey was done in the north part of Curry County.
- 1 Property Boundary Survey was done near Gold Beach.
- 1 Property Boundary Survey was done near Brookings.

Deposits for June: = \$840.00

Reily Smith worked 41.5 hours in June.
Barbara Colton worked 26.25 hours in June.

Respectfully submitted,

Reily Smith, County Surveyor
Barbara Colton, Department Specialist

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Agreement with Stuart Woods AIA for architect services on the Brookings Head Start project**AGENDA DATE^a:** 07/19/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 07/12/2017**BRIEF BACKGROUND OR NOTE^b:** The Brookings Head Start Project was funded by a Community Development Block Grant (CDBG) award from State of Oregon. The project requires architect work beyond the amount remaining in the grant line item. The additional work is not to exceed \$85,000. The county will contract to pay, subject to an agreement from ORCAA to contribute the amount over the remaining grant line-item budget. Public Hearing.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Contract with Sturat Woods

(2)Alternative findings to support exemption from competitive procurement

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☐**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Adminstrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐
(If Yes, brief detail) Contract**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐

Commissioner Court Boice

Yes ☐ No ☐

Not applicable to Sheriff's Department since they do not have a liaison ☐

**AGREEMENT BETWEEN CURRY COUNTY AND STUART A. WOODS, AIA FOR THE RENOVATION OF THE
BROOKINGS, OREGON HEAD START FACILITIES PROJECT**

This Agreement is entered into by and between Curry County, a Political Subdivision of the State of Oregon, hereinafter called "County", and Stuart A. Woods, AIA, Sole Proprietor, dba McSwain-Woods Architecture, hereinafter called "Architect" as follows:

RECITALS:

- A. County is in need of an architectural firm to provide professional services for the Renovation of the Brookings, Oregon Head Start Facilities Project.
- B. Architect is willing to provide the above-referenced services under the terms and conditions outlined in this Agreement.

1. TERM OF AGREEMENT

This Agreement shall become effective on the date it has been executed by both parties, and except as otherwise provided, shall conclude when all obligations under this agreement have been fulfilled, whichever occurs first. It may be extended by mutual agreement of the parties, subject to Attachment "C".

2. SERVICES TO BE PROVIDED

Architect shall provide professional services for the Renovation of the Brookings, Oregon, Head Start Facilities Project. Services include but are not limited to:

- Schematic Design
- Design Development
- Construction Documents
- Contractor Bidding Procurement Negotiation
- Construction Consultation

The project is described by Attachment "A", which is attached hereto and incorporated by reference. Pursuant to the CDBG Grant Terms, project is to be completed by June 2018, therefore, all work must be performed accordingly.

County has been awarded a grant from the Business Oregon Infrastructure Finance Authority (IFA) Community Development Block Grant (CDBG), Project No. C14014, for the Head Start Facilities Project. Work under this Agreement will be funded in part with federal grant funds from the

Oregon Community Development Block Grant Program and also must comply with the Federal Contract Clauses (Attachment C: Federal Exhibit 5E) for non-construction contract agreements.

3. PAYMENT

County shall pay Architect, for services rendered, at the rate and in the amount as outlined in Attachment "B", which is attached hereto and incorporated by reference and it is noted amount is NOT TO EXCEED \$85,000.00. Architect may bill County for services rendered no more frequently than once every two weeks. Payment is due within 20 days of billing.

4. PROFESSIONAL STANDARDS

Architect represents and warrants that all of its work will be performed in accordance with generally accepted professional practices and standards.

5. TERMINATION

This Agreement may be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach and the breach is not cured within 10 calendar days of said notice. If this Agreement is so terminated, the Architect shall be paid in proportion to the work performed prior to the date of notice of termination. Termination of the Agreement shall not prejudice any right of a party prior to the effective date of termination.

6. OWNERSHIP OF DOCUMENTS

7. All documents produced by Contractor in fulfillment of this contract shall remain the property of Curry County.

8. INSURANCE

The Architect shall secure and maintain such insurance as will protect it from claims under the Workers' Compensation Law and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement.

In furtherance of the foregoing, Architect, shall, at its own cost and expense, obtain before commencement of work, and maintain during the process of work, insurance coverage as set forth below. Architect shall supply certificates evidencing that said minimum insurance is in force and that ten day notice will be given to the County prior to any cancellation, restriction, or modification of such insurance.

- a. Automobile liability insurance in limits not less than \$300,000 per occurrence, and \$300,000 in the aggregate.
- b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence with \$2,000,000 general annual aggregate. County shall be named an additional insured.

- c. Professional liability insurance combined single limit of \$2,000,000 each claim and \$2,000,000 in the aggregate.

9. INDEMNIFICATION

Architect agrees to indemnify, defend, and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Architect, its employees, or agents in connection with this Agreement.

10. ASSIGNMENT/DELEGATION

The parties may not assign, subcontract, or transfer any interest or duty under this Agreement without the prior written consent of the other party. No assignment shall be of any force or affect whatsoever unless and until the other party has so consented.

11. STATUS OF CONTRACTOR

Architect is an independent contractor and not an employee of the County. Architect shall have the complete responsibility for the performance of this Agreement. Architect is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it provide workers compensation coverage for its subject workers.

Although the County reserves the right to evaluate the quality of the completed performance, only the Architect shall have control of the work and manner in which it is performed. Architect is not to be considered an agent or employee of the County and is not entitled to participate in any benefits that County provides its employees.

County will report the total amount of all payments to Architect including any expenses, in accordance with the Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. Architect shall be responsible for any Federal or State taxes applicable to amounts paid under this Agreement.

12. DISPUTES

In the event a claim, dispute, or other matter in question between the parties to this Agreement arises and results in legal action, each party is responsible for its own attorney's fees.

13. NONAPPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this Agreement, then the County will immediately notify the Architect or its assignee of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriations were received without penalty or expense to County of any kind whatsoever, except to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

14. COMPLIANCE WITH LAWS

This Agreement shall be construed in accordance with the laws of the State of Oregon. Architect shall comply with all applicable federal, state, and local statutes, regulations, etc. including, but not limited to ORS 279B.220, 279B.230 and 279B.235 which are incorporated herein.

15. WAIVER

No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.

16. SEVERABILITY

If any provision of this Agreement is held by a court to be invalid, such invalidity shall not affect the validity of other provisions of the Agreement.

17. NOTICES, BILLS AND PAYMENTS AND MISCELLANEOUS PROVISIONS

All notices, bills and payments shall be in writing and may be given by personal delivery or mail. Notices, bills and payments sent by mail should be addressed as follows:

County: John Hutt
Curry County Legal Counsel
94235 Moore Street, Suite 123
Gold Beach, OR 97444
(541) 247-3218
huttlj@co.curry.or.us

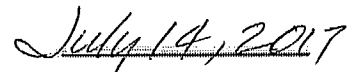
Architect: Stuart A. Woods, AIA
800 N. Bayshore Drive
Coos Bay, Oregon 97420
(541) 269-0618
stu@mcswain-woods.com

The County and the Architect mutually agree that this Agreement and the exhibits attached hereto represent the entire Agreement between the County and the Architect with respect to the subject matter hereof and supersedes all prior negotiations, writings or discussions between them.

County may increase or alter work to be done, and any changes occasioned thereby in amounts to be paid hereunder shall be agreed to on writing prior to the Architect's performance of such work. The Architect shall make no claim for extra work unless so agreed to. All work furnished hereunder shall at all times be subject to the approval of the County.

ARCHITECT


Authorized Signature Authority


Date

COUNTY

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date

Sue Gold, Vice Chair

Date

Court Boice, Commissioner

Date

Approved as to Form:

John Hutt
Curry County Legal Counsel



Brookings Head Start / Early Head Start Center
Project Feasibility Report



June 20, 2014

Index

1. Proposed Project Data
2. Existing Facility
3. Proposed Facility
4. Cost Estimate
5. Maps
6. Photographs
7. Project Drawings
8. Conclusions and Recommendations



Report By: Sid Scott, AIA, LEED AP

Scott | Edwards Architecture
2525 East Burnside
Portland, OR 97214
p: (503) 226-3617
w: www.seallp.com

Scott / Edwards Architecture visited the site on September 4, 2012 to make a general assessment of the potential of converting the existing building into a 2 classroom Head Start Center. The inspection was visual only with no destructive investigation or testing.

1. Proposed Project Data

Project: Renovate existing 5,095 square foot building into a Head Start/Early Head Start Center

Location: Property located at 420 Redwood Spur, Brookings, OR. Assessor's Map 41-13-05CB, tax lots 9700 and 9901

Zoning: R-1-6: Single Family Residential

Conditional Use: Conditional Use Permit has been obtained to allow use per City of Brookings, Planning Commission File No. MC-1-12 / CUP-2-98.

Site Area: 30,000 SF

2. Existing Facility

Site:
The existing 30,000 square foot site contains a 5,095 square foot building, 21 parking spaces (including 1 Handicap Accessible) and landscape area. The site is divided by a public access alley way that divides the site north/south. The existing parking lot on the northern property appears in relatively good shape with need of cleanup and patching/repairing of several surface areas and repaving of the access driveway to Pine Street. The area in front of the building on Redwood Spur contains a handicap accessible parking space with direct access to the building entry, 1 regular space and a loading area. The existing landscape is mature and is in need of trimming. The grading around the building appears to be adequate for positive water drainage away from the building.

Building:

The existing building is a single story wood frame structure that was reported to have been built in 1989 as a library. The general condition of the building's infrastructure (foundation, floor slab, walls, roof, electrical and mechanical) appear to be in reasonable shape. It was reported by the Owner that the building contains asbestos which will require hazardous material abatement. It is also a potential that the building contains mold and dry rot that will need to be remediated. The exterior siding and windows appear in good shape and the roof looks relatively new and in good shape as well.

3. Proposed Facility

The proposed Head Start/Early Head Start facility will include a Head Start classroom for 20 preschoolers and an Early Head Start classroom for 8 infants and toddlers. In addition, space is provided for Family Support Services, a full kitchen, parent room/conference room and staff office. All classrooms will be directly adjacent to an outdoor active playground.

In order to accomplish this, it is proposed that the building be fully renovated by remediating the hazardous materials and striping the building interior back to the wood framing. This will expose any potential repairs needed to the wood framing due to dry rot, etc. The renovation will include upgrades to the electrical and mechanical systems, adding insulation for improved energy performance, new water resistant gypsum board, lighting, millwork and interior finishes appropriate for a Head Start Center. Site improvements will include clean up/repair of the parking lot and accessible parking space, accessible stair/ramp to the service entry and new landscaping, signage and outdoor play space based on 75 square feet per child.

4. Cost Estimate

**Brookings Head Start Center
Estimated Project Cost Summary
June 20, 2014**

Item	Estimated Cost
Property	
A. Land Cost	\$290,000
B. Title Report	\$ 2,000
C. Land Survey	\$ 5,000
D. Appraisal	\$ 6,000
E. Closing costs	\$ 10,000
Total Estimated Property Purchase Cost	\$313,000
Construction	
A. Building Remodel	\$900,000
B. Asbestos Removal	\$ 12,000
C. Site Development (parking lot, alley, ramps, lighting, etc.)	\$140,000
D. Playgrounds (site work, fence and play structures)	\$120,000
E. Construction contingency @ 10%	\$117,000
Total Estimated Construction Cost	\$1,289,000
Soft Costs	
A. Legal/Permits	\$ 30,000
B. Environmental Review	\$ 15,000
C. Grant Administration	\$ 25,000
D. Architectural/Engineering Fees @ 12% of construction	\$154,000
E. Independent Special Inspection During Construction (Inspections required by the Building Code and performed by a third party inspector – concrete strength, welding, etc.)	\$ 10,000
F. Labor Standards Monitoring	\$ 15,000
G. Boli Fee	\$ 1,000
Total Estimated Soft Costs	\$250,000
Total Project Estimated Cost	\$1,852,000

5. Maps



S E A



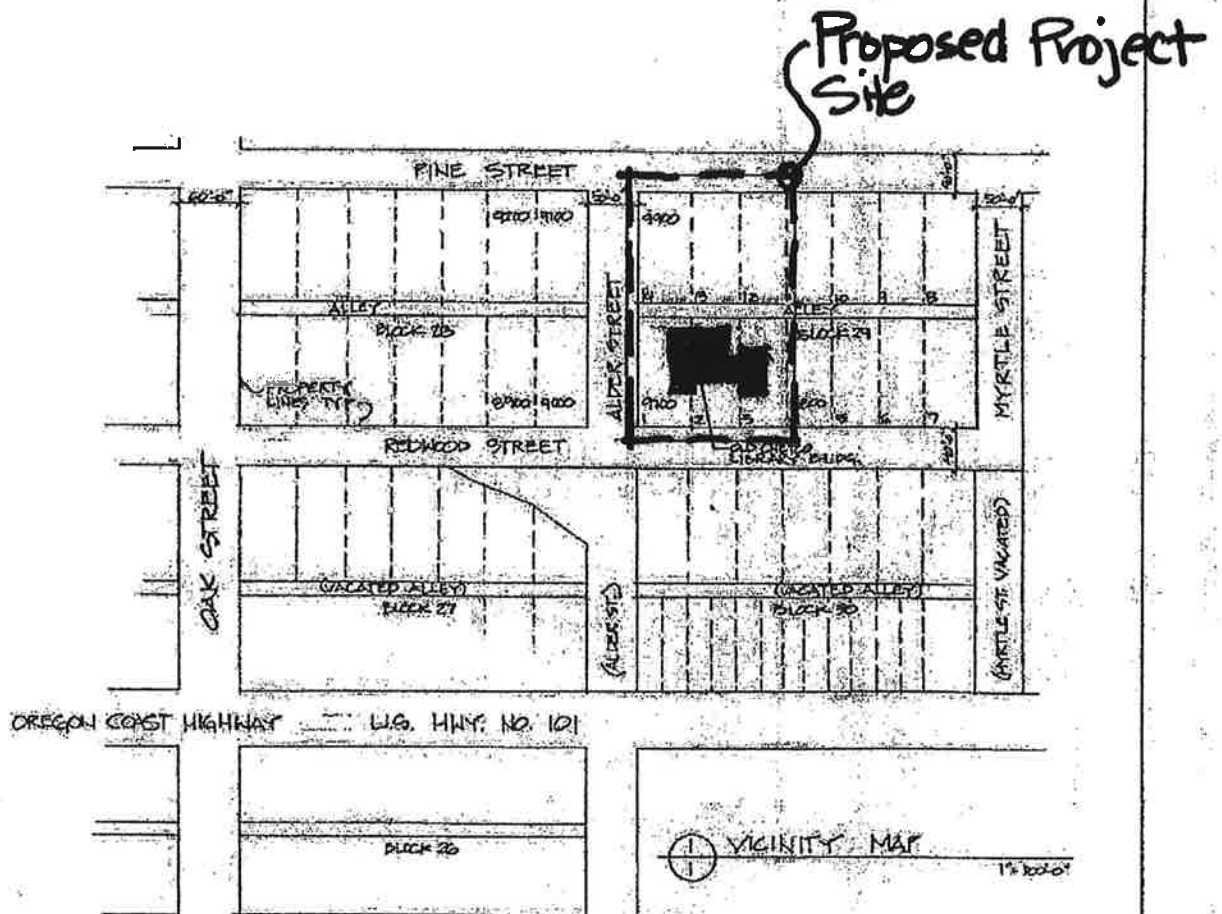
Aerial

Brookings Head Start / Early Head Start Center

June 20, 2014

CASE NO. CUP-2-98

EXHIBIT NO. 2



APPLICANT: Southwestern Oregon Community College

ASSESSOR'S NO: 41-13-5CB Tax Lot 9700 and 9900/part

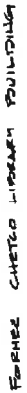
LOCATION: east side of Alder St. between Pine and Redwood streets

SIZE: 0.43 acre

ZONE: R-1-6 (Single-family Residential, 6,000 sq. ft. minimum lot size)



3 of 3



FLOOR PLAN

9007 S.F. - SUITABLE

CONCRETE/TILE IN FIVE - ONE BATH
ALL REMAINING WALLS W/HT MR P.D. WORKMAN. ALL AS APPLIED.
ALL WORK MUST COMPLY WITH THE LATEST BUILDING CODE.





6. Photographs



West Side Building



Entry



Roof



North Side of Building



Interior at Entry



Parking Lot - Looking South

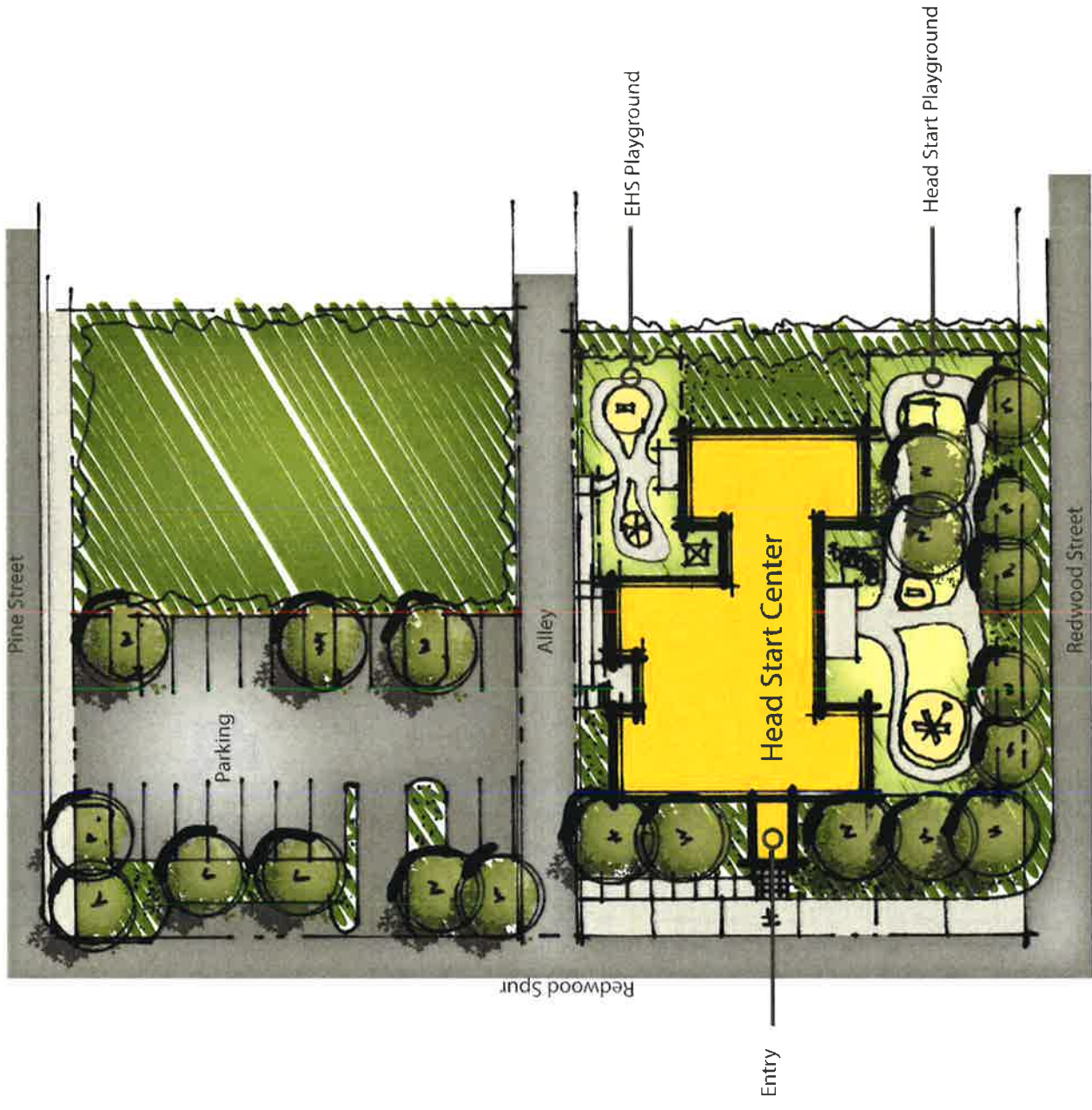


Open Study Area

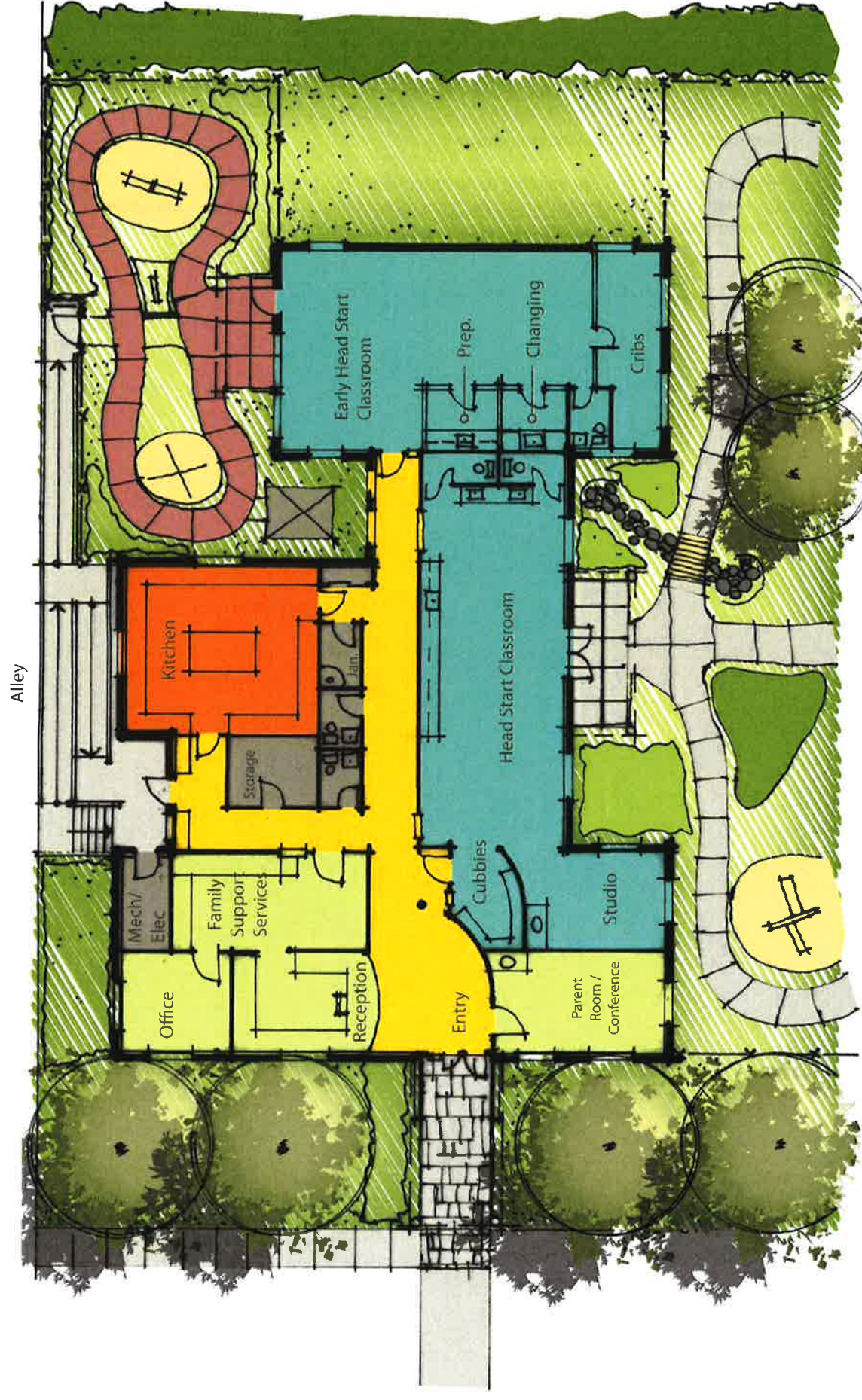


Bathrooms

- 7. Project Drawings**
Proposed site plan and building floor plan.



S|E|A



8. Conclusions and Recommendations

The site and building are suitable to accommodate the proposed Head Start / Early Head Start Center based on its current condition, size, zoning and existing infrastructure.



McSwain-Woods Architecture

March 2, 1017

Mr. Mike Lehman, Exec. Dir.
Oregon Coast Community Action
1855 Thomas
Coos Bay, OR 97420

RE: Architect / Engineer Fee Proposal for
Curry County CDBG Brookings Head Start
(Building Remodel)

Dear Mike,

I have reviewed the grant documents and the proposed schematic designs for remodeling the above existing facility as prepared by others over the past several years.

It is my understanding that the latest Architect of Record is in the termination process for this project and you require a new, A/E fee proposal to complete a package of construction documents and administer the bidding and construction processes.

I have attached a description of the a) Existing Facility and, b) Proposed Facility that was prepared by Sid Scott, AIA for the original grant request in 2012. In general, this description shall be the basis of my fee proposal. However, two items remain to be clarified prior to us entering into a AE Services Agreement:

1. Confirmation of the extent of patching, repairing and repaving of the existing parking lot on the northern property that will be authorized and,
2. The availability of digital, base drawing files prepared by Lon Samuels, AIA, that he may or may not be obligated to provide the Owner under terms of his original Agreement.

The following Construction Budget – 2017 is offered by McSwain-Woods Architecture for your consideration:

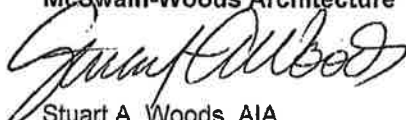
A. Building Remodel	\$665,000.00
B. Site Development (south property, only)	45,000.00
C. Playground	50,000.00
D. Construction Contingency (10%)	<u>76,000.00</u>
 TOTAL ESTIMATED CONSTRUCTION COST	 <u>\$836,000.00</u>
 E. Architectural / Engineering Fees (9.5%)	 <u>\$79,420.00</u>

page 2 Mike Lehman

Mike, depending on how items 1 and 2 above are resolved, you can be confident that the A/E fee will not exceed \$85,000.00 nor should you expect the amount to be less than \$75,000.00. If you have any questions, do not hesitate to contact me.

Please let me know how you wish me to proceed toward formalizing this proposal for submission to the Grant Administrator.

Sincerely,
McSwain-Woods Architecture



Stuart A. Woods, AIA
SAW/bh

ATTACHMENT "C"

Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts

Oregon Community Development Block Grant
Required Federal Contract Clauses
Use for Non-Construction Contracts Where the Grant Award Exceeds \$100,000

1. Source of Funds

"Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program."

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (Instruction: Include if contract is \$10,000 or more)

Before the final payment to Contractor is made, Contractor shall submit the attached "Minority, Women and Emerging Small Business Activity Report".

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 the funded activity leads to construction i.e. engineering, program management etc.)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire,

Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts

availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
5. Prohibition on the Use of Federal Funds for Lobbying
As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Stuart Ruben, AIA
Signed (Contractor)

Sole Proprietor, McGuire-Woods Architecture
Title / Firm

July 14, 2017
Date

Minority, Women and Emerging Small Business Activity Report

The report on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youth build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

[illegible]

1 = New Construction
2 = Substantial Rehab.
3 = Repair
4 = Service
5 = Project Mangt.
6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch./Engrg. Appraisal
0 = Other

1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic-Americans
5 = Asian/Pacific-Americans
6 = Hasidic Jews

Explanation of Codes

- | | |
|--|---|
| <p>1. Grantee: Enter the name of the unit of government submitting this report.</p> <p>3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.</p> <p>7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.</p> <p>7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number were provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.</p> <p>7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number were provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.</p> | <p>7d. Business Racial/Ethnic Code: Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code that seems most appropriate. If the subcontractor ID number were provided, the code would apply to the subcontractor and not to the prime contractor.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique Identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.</p> |
|--|---|

Findings

With Respect to Procurement of Architect Services

Without following Request for Proposal Procedure

A public hearing on the topic of awarding this architectural contract for an amount not to exceed \$80,000 was published in the Curry Coastal Pilot and the Curry County Reporter.

Exemption from Competitive Bid allowed by local contract rule Section 6.a.iv(26).

State law allows Curry County to adopt local contracting rules and the County has done so. Under those rules, the County may award a contract for these services in the above amount under those rules Section 6.a.iv(26).

This contract has not been divided to constitute intermediate procurement under this section.

The procurement officer has obtained two quotes and three quotes were not available. The quote from Stuart Woods is the lower of the two quotes received. The other quote was from Scott Edwards AIA in a higher amount. A third architect was used in this contract earlier but that work was terminated. For reasons related to that, a quote from that architect is not available.

Therefore, the County may award this contract under the above referenced

Exemption is allowed under local rules Section 9(a)(ii) Special Procurement.

Findings pursuant to County Local Contract Review Board Rules Section 9(a)(ii) Special procurement. ORS 279B.085.

(1) Award will not encourage favoritism.

This award is unlikely to encourage favoritism. This is a procurement of a replacement architect. The original architect was procured through the County's Request for Proposal process. The county only had a single bidder who was awarded the contract. That contract was not successfully completed by that architect.

Selecting the replacement architect in the current contract would not encourage favoritism toward that architect, or otherwise diminish competition because of the prior procurement process.

(2) Award will result in cost savings.

This replacement architect contract will result in substantial savings to the County. Without this replacement architect, the county will be required to revise its project to include expensive stormwater facilities. Also, this contract will allow the county to complete work under a grant. If we do not contract with this architect, the work under the grant may not be completed, and the county would be required to repay the granting agencies the monies already expended under the grant approximately \$100,000.

(3) Award will otherwise substantially promote the public interest.

As set forth above, this contract will allow the county to complete work under a grant. If we do not contract with this architect, the work under the grant may not be completed, and the county would be required to repay the granting agencies the monies already expended under the grant approximately \$100,000.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Agreement with Oregon Coast Community Action (ORCCA) to share expenses for architect expenses on the Brookings Head Start project**AGENDA DATE^a:** 07/19/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 07/12/2017**BRIEF BACKGROUND OR NOTE^b:** The Brookings Head Start project needs architect work beyond what remains in the budget. The additional work is not to exceed \$85,000. The architect budget has a balance of \$39,514. ORCCA is a beneficiary of the project and as such desires to pay the additional architect expenses that are not in the grant budget balance.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1) Agreement with ORCCA to pay un-budgeted architect expenses

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☐**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Requires payment from ORCCA for architect expenses on Head Start project

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐

Not applicable to Sheriff's Department since they do not have a liaison ☐

**CONTRACT FOR CONTRIBUTION TO PAY ARCHITECT SERVICES
BROOKINGS HEAD START PROJECT**

This contract is made and entered into this 19th day of June 2017 by and between Curry County, a General Law County, Political Subdivision of the State of Oregon (County) and Oregon Coast Community Action (ORCCA), collectively "Parties."

WHEREAS, County has a grant agreement to rehabilitate and purchase land and property at 420 Alder Street in Brookings, Oregon (commonly known as the old library) from Southwest Oregon Community College (SWOCC); and

WHEREAS, whereas, ORCCA currently leases the building and intends ultimately to own the building for purposes of conducting Head Start programs; and

WHEREAS, under the grant, the county needs additional architect work not to exceed \$85,000, but the grant budget only has \$39,514 in the architect services line item; and

WHEREAS, ORCCA desires the project to continue and will benefit from the project continuing to completion;

NOW THEREFORE, incorporating the above premises, and in consideration of the mutual exchange of benefits and detriments and subject to the terms contained herein, the Parties agree as follows:

1. Agreement

County will contract for additional architectural work not to exceed \$85,000 on the condition that ORCCA pay the county the difference between the balance available under the grant and \$85,000. ORCCA will pay the first \$20,000 of additional architectural work, the County will pay the next \$39,514, and ORCCA will pay the balance of additional architectural work, with all payments from both parties not to exceed \$85,000 cumulative total.

2. Termination for Convenience or Non-Appropriation

County may terminate this agreement for convenience or non-appropriation. If County terminates pursuant to this section, County shall retain any other right or remedy which County has against ORCCA. Termination shall not prejudice the rights of the County that accrued before termination. If the County invokes this provision, it may notify ORCCA by any commercially reasonable means.

3. Indemnification

ORCCA shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees,

COUNTY BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date

Susan Gold, Vice Chair

Date

Court Boice, Commissioner

Date

Approved as to Form:

John R. Hutt, Curry County Legal Counsel

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Issue Uniform Relocation Act (URA) acquisition letter to Southwestern Oregon Community College (SWOCC) Brookings Head Start Project**AGENDA DATE^a:** 07/19/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 07/12/2017**BRIEF BACKGROUND OR NOTE^b:** Per the terms of our Community Development Block Grant, the County is to acquire the former SWOCC library and rehabilitate it for use by the Brookings Head Start Program. This is the first step in acquisition.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Letter

(1)URA Letter to SWOCC Brookings Head Start

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☐**QUESTIONS:**1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department? Yes ☐ No ☒

(If Yes, brief detail)

3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒**INSTRUCTIONS ONCE SIGNED:**☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐

Comment:

2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒

Comment:

3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Satisfies a step in the grant property acquisition process

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



**Curry County
Board of Commissioners**

Thomas Huxley, *Chair*
Sue Gold, *Vice Chair*
Court Boice, *Commissioner*

94235 Moore Street/Suite #122
Gold Beach, OR 97444
541-247-3296, 541-247-2718 Fax
800-243-1996 www.co.curry.or.us

June 19, 2017

Southwestern Oregon Community College
Attn: President of Administrative Services
1988 Newmark
Coos Bay, OR 97420

Dear Sir or Madam:

Curry County is participating in a Head Start Building Renovation project using federal funds from the Oregon Community Development Block Grant program. Curry County needs to acquire the following real property from the college for the project. Head Start is a program run by ORCCA (Oregon Coast Community Action), who is the current tenant in the building.

PROPERTY – Address/Legal Descriptions:

420 Redwood Spur, Brookings, OR 97415 (formerly 420 Alder St.)

Property ID: R23815

Map Tax Lot: 4113-05CB-19700-00

.43 Acres

Lots one (1), Two (2) and Three (3) of Block Twenty-nine (29), in the City of Brookings, Oregon, as shown by the certain map entitled Plat No. 1, Brookings, Curry County, Oregon, filed and approved December 1, 1920 DV: 1 Page: 5, Official Records of Town Plats, Curry County, Oregon, being a part of a tract of land conveyed to the United States of America by deed from Brookings Land and Townsite Company, recorded among the land records of Curry County on October 28, 1936 DV: 24 Pages: 100-101, Record of Deeds.

AND

427 Pine Street, Brookings, OR 97415

Property ID: R37041

Map Tax Lot: 4113-05CB-19901-00

.29 Acres

Willamette Meridian

Within T. 41 S., R 13 W., Sec. 5,

Lots numbered thirteen (13) and fourteen (14) of Block Twenty-nine (29) of Plat No. 1 of the Town of Brookings, Curry County, Oregon, which was approved and filed December 1st 1920, records of Curry County, Oregon, and as shown on the Survey recorded on October 23, 2006 in the Curry County Surveyor's office as survey #41-1534.

Containing 0.30 acres, more or less

Brookings, Oregon - Head Start Project Description:

The Head Start Program in Brookings is a program of Oregon Coast Community Action that provides services to over 175 individuals annually through its preschool programming and work with families.

The program in Brookings has two classrooms that serve children from 70 households.

The Head Start program serves low-income children and families. The program has operated in Brookings for decades, and over the course of that time has occupied many different facilities. An ongoing challenge for the program in consistently leasing space is that the program is always at risk for being relocated due to the preferences of landlords, building sales, or other extraneous factors. Additionally, each time the program is relocated it is very costly to retrofit a space to meet Head Start's requirements for facilities. In the Brookings area, there is a limited inventory of rental properties that would meet the size and space needs for the program, so relocation is often very challenging.

The program has been occupying a property owned by Southwestern Oregon Community College since 2012. The facility needs to be remodeled to meet all of the needs of the Head Start program. Some minor improvements have been completed during that time, including Asbestos remediation.

The facility was formerly a library for the Southwestern Oregon Community College Curry County facility. The facility is located at 420 Alder Street in Brookings and is 5,095 square feet. The building was constructed in 1989 as a library. The location and size of the facility provide an excellent and inviting space for children and families participating in the Head Start program. Preliminary architectural work identified that there were issues of asbestos and mold in the facility. The college took steps to remediate those issues in March of 2013 when the Head Start children were on spring break.

The proposed project would utilize funding through a Community Development Block Grant from the Infrastructure Finance Authority. The funds would be used to purchase the facility from SOCC and renovate it so it meets the needs of the children and families that will be served through the Head Start program. Purchase of the building will provide the Brookings Head Start classrooms with a permanent home, allowing the program to avoid issues of relocation in the future, which jeopardize the program's consistency, ability to function, and provide the highest level of service possible. With a grant from IFA, the program can create a building that optimally meets the needs of students and families, providing an environment where the children can thrive and

families can increase their skills. This facility will be a space where children can learn and grow, and families can be supported and strengthened.

We believe the value of the property needed from you is \$315,000. Our determination is based upon a prior appraisal, and a Real Estate Broker Opinion Letter that meets the requirements in paragraph 5-1.a.(1)(c) on page 5-2 of the Handbook 1378. Federal law does not require an independent appraisal of your property since we will not use the right of eminent domain to acquire your property if negotiations should fail.

You have the right to donate the easement or real property. To donate, you must sign a written statement that says you have been informed of your rights under federal law. It is very important to understand that the county cannot offer you any special benefits in connection with a donation. If you want to donate the real property, please let us know within 14 days or no later than August 16, 2017. The county will include the donation language in an acquisition document specific for your property.

This notice is to inform you that, if assistance is provided and the property is acquired you will not be displaced. Therefore we urge you not to move anywhere at this time. If you elect to move for reasons of your choice, you will not be provided with relocation assistance.

We will very much appreciate your cooperation in this matter because the project will benefit all residents of the community. These steps are essential for the county to receive the federal grant funds necessary to complete the project.

Please feel free to call Tracy Loomis Curry County's Grant Contract Administrator at (541) 672 6728 ext 302, or John Huttl, Curry County Legal Counsel at (541) 247 3218 if you have any questions or specific requests to make regarding the appraisal or a donation of your property.

Sincerely,

Tom Huxley
Chair
Curry County Board of Commissioners

Enc: Not Subject To Donation Form
Brochure

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Selection of a CPA Firm to Provide Audit Services**AGENDA DATE^a:** 7/19/17 **DEPARTMENT:** Finance **TIME NEEDED:** 30 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 7/12/17**BRIEF BACKGROUND OR NOTE^b:** An RFP was issued and 4 firms sent proposals^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

- (1)Evaluation Sheet
- (2)RFP copy
- (3) Opening summary
- (4) Hanford & Assoc. proposal
- (5) Moss Adams proposal
- (6) Pauly Rogers proposal
- (7) Eide Bailly proposal

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

- ☒ File with County Clerk
- ☐ Send Printed Copy to:
- ☐ Email a Digital Copy to:
- ☐ Other

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

^{*}Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☒
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐
Commissioner Sue Gold Yes ☐ No ☐

Commissioner Court Boice

Yes ☐ No ☐

Not applicable to Sheriff's Department since they do not have a liaison ☐

RFP For Curry County Audit Services - Proposals Evaluation

6-23-17

Name of Firm	Date Received	Time Received	Received in Sealed Package	7.2 Concise Description	7.3 Proposal Typed	7.4 Partner Signature	7.5 Corp Officer Signature & State of Corporation	Score 1 (Low) to 5 (high)					8.6 Fee Amount	Score
								8.3 Addresses All Sec 3 Services	8.4 Includes All 8.4 Information	8.5 Claims Against Offerer	9.2 Acceptance of County Contract Provisions	12.7 Experience & Qualifications		
Pauly Rogers Tigard, OR	6-19-17	1:15P	Yes	Yes	Yes	Pauly Rogers Partner		5	5	None (5) * 5	5	5	45,000	20 25
* No reference to County Contract - Spoke with Ray - oversight on his part. Accepts contract in entirety 7/10/17 Prior Contract with County for Audits & Statements														
Moss Adams Medford, OR	6-20-17	AM	Yes	Yes	Yes	Amanda More Partner		5	5	* 1	5	5	75,000	21
* Did not specify if there were claims against them														
Hanford & Assoc Richland, WA	6-19-17	1:15A	Yes	Yes	Yes	Teresa Hanford Partner		5	* 4	0	0	5	64,255	14
* No Address in Proposal All Clients listed were in Washington														
Eide Bailly Boise, ID	6-21-17	1:30P	Yes		Yes	Jodie Dougherty Partner		5	5	None (5) * 0	5	5	90,500	20
* No reference to County Contract														
<div>2015-16 Audit Cost</div> <div>Moss Adams 76,788</div> <div>Pauly, Rogers 11,100</div> <div><u>87,888</u></div>														

Gena Crook

6/23/17

Request for Proposals For Curry County

Municipal Audit Services

COPY

1. Purpose of RFP

Curry County, a Political Subdivision of the State of Oregon, is requesting proposals from qualified independent certified public accountants to conduct the annual audit of the accounts and fiscal affairs of Curry County. The initial term of the contract is from the date of execution to June 30, 2018, but the term may be extended by mutual agreement of the parties. In addition, the term may be terminated early by either party without cause after the first year of service with 30 days written notice. The first audit to be conducted is for the fiscal year 2016-2017.

This RFP is intended to provide interested parties with sufficient information to prepare and submit proposals for consideration by the County.

2. Definitions

2.1 As used in this RFP:

2.1.1 "Contractor" means a person or entity selected by the County through this RFP who enters into a contract with the County;

2.1.2 "County" means Curry County, a Political Subdivision of the State of Oregon.

2.1.3 "Offeror" means any person or entity that submits a proposal in response to this RFP.

2.2 When not inconsistent with the context, words in the plural number include the singular, and words in the singular include the plural.

3. Scope of Services

3.1 Contractor shall conduct audits of the accounts and fiscal affairs of County beginning with the fiscal period of July 1, 2016, to June 30, 2017. Said work shall be completed in accordance with all audit requirements of the Single Audit Act, and all provisions of the OMB Circular A-133, and GASB Model 34. The audit shall be undertaken in order to express an opinion upon the financial statements of County, and to determine if County has complied substantially with appropriate legal provisions.

3.2 Work shall be faithfully performed with care and diligence.

3.3 The audit and examination of the general operations of Curry County and its component units will require the auditor to prepare the financial statements as set forth in the Oregon Administrative Rules

3.4 The fees proposed should include costs of all required services. Either party may terminate the agreement upon 30 days written notice.

4. Information Concerning RFP and Services

4.1 The County Accountant is the sole point of contact in the County for this selection action. All correspondence pertaining to this RFP should be directed to Louise Kallstrom, 94235 Moore Street, Suite 125, Gold Beach, Oregon 97444. Telephone: (541) 247-3232, E-mail kallstroml@co.curry.or.us.

4.2 Offerors are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Offerors should request clarification if needed. Every request for information on, or clarification of, the RFP must be submitted to the County Accountant by email or in writing by June 12, 2017.

4.3 Any prospective offeror who contends that the provisions of this RFP or any aspect of the procurement process will encourage favoritism in the award of the contract for services or substantially diminish competition must file a written protest to the RFP by June 7, 2017. Failure to file a protest will be deemed a waiver of any claim by an offeror that the selection procedure violates any provision of ORS Chapters 279, 279A and 279B or the County's Curry County Contract Review Board Rules.

5. Schedule of Events

5.1 The following schedule of events shall be followed for this RFP:

Issuance of RFP	5/31/17
Protest of Requirements are due by 5:00 p.m.:	6/07/17
Questions from Contractors are due by 5:00 p.m.:	6/12/17
Written Responses to all Contractors are due by:	6/16/17
Proposals are due by:	6/21/17 at 2:00 p.m.
Proposals Opened at Curry County Annex Hearing Room, Gold Beach, Oregon	6/21/17 at 2:00 p.m.
Selection Announced by:	7/19/17
Desired Date for Execution of Contract by:	8/1/17

5.2 The schedule of events in subsection 5.1 is intended to allow prospective offerors sufficient time for requests for information, objections to the

requirements of this RFP, and preparation of proposals. Prospective offerors who think that the schedule is unreasonable should notify the County Accountant immediately. If the County receives a substantial number of adverse comments, the County will consider extending the schedule of events by issuing an addendum.

6. Addenda To The Request For Proposals

The provisions of this RFP cannot be modified by oral interpretations or statements. If inquiries or comments by offerors raise issues that require clarification by the County or the County decides to revise any part of this RFP, addenda will be provided to all persons who receive the RFP. Receipt of an addendum must be acknowledged by signing it and returning it with the proposal.

7. Format Of Proposal

- 7.1 Proposals should be submitted in the format described in this section.
- 7.2 In order to be considered for selection, an offeror must submit a complete, succinct response to this RFP. Proposals should be prepared simply and economically, providing a concise description of the offeror's capabilities to satisfy the requirements of the RFP. The County will not reimburse offerors for any costs incurred in the preparation and presentation of their proposals.
- 7.3 All proposals shall be typed. Erasures or other changes must be initialed by the person signing the proposal. All proposals shall be signed in ink by a person who is authorized to represent the offeror.
- 7.4 A proposal from a partnership shall be signed by at least one partner.
- 7.5 A proposal from a corporation shall be signed by the president, the chief executive officer or other person authorized to act on behalf of the corporation and shall include evidence of the corporate officer's authority to sign. Identify the state of incorporation.
- 7.6 By submitting a proposal, an offeror acknowledges that:
 - 7.6.1 The offeror has read and understands this RFP, and
 - 7.6.2 The offeror is familiar with the conditions that will affect the offeror's performance, if the offeror is selected by the County.

8. Content Of Proposals

- 8.1 The contents of the proposal will become part of the contract if accepted by the County.

- 8.2 The proposal must identify any confidential information that the offeror contends is exempt from disclosure under ORS 192.501 or 192.502, or other applicable law. The County will endeavor in good faith to honor appropriate requests for exemption from disclosure, but the County reserves exclusive discretion to determine whether information qualifies for a statutory exemption. County's obligation under this subsection shall survive selection of consultants.
- 8.3 An offeror must submit a proposal that will address all of the services required in Section 3.
- 8.4 Proposals shall contain sufficient information for the County to determine which offeror will be most qualified to furnish services covered by the proposal. The proposal shall include the following information:
- 8.4.1 The offeror's name, address, telephone number and E-mail.
- 8.4.2 Names of persons who will perform the services and the person who will supervise the services.
- 8.4.3 Experience of offeror's personnel, including experience in performing municipal audits. The offeror must be qualified to perform municipal audits in accordance with Oregon Municipal Audit Law (ORS 297.405 to 297.555 and 297.990) and must be authorized by the State Board of Accounting to perform such audits.
- 8.4.4 A list of all public bodies for which the offeror has provided audits within the last two years.
- 8.5 The proposal shall include the names and addresses of any clients of the offeror who have made claims against the offeror within the last five years alleging that the offeror breached a contract for services or was negligent in performance of services. Describe the nature and current status of the claims. Claims should be fully disclosed regardless of whether they involved litigation, arbitration or other formal dispute resolution process.
- 8.6 The proposal shall state the offeror's fee for services. Said proposal shall state a lump sum total cost for the first year of service representing both compensation and expenses, and a formula or lump sum total for calculating the cost of the compensation and expenses for the second and third years of service.

9. Contract

- 9.1 Each offeror selected by the County will be requested to enter into a written contract in the form that is attached to this RFP as Exhibit 1. The County recognizes that the mutual trust and confidence established between a contractor and the County will be more important than the contract provisions. The contract provisions proposed by the County are intended to assign the relative rights and responsibilities of the parties in a manner that will promote quality in the services.
- 9.2 The proposal should indicate acceptance of the County's proposed contract provisions or suggest reasonable alternatives that do not substantially impair the County's rights under the contract. Unconditional refusal to accept the contract provisions proposed by County without offering acceptable alternatives may result in the disqualification of the offeror or a less favorable evaluation of its proposal.
- 9.3 If inclusion of any of the County's proposed contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal.

10. Submission Of Proposals

- 10.1 Proposals must be delivered to the County Accountant before 2:00 p.m. on June 21, 2017. Offerors who mail proposals should allow extra mail delivery time to ensure timely receipt of their proposals. Proposals received after the specified time and date will be rejected.
- 10.2 Proposals shall be submitted in sealed packages or envelopes and clearly identified on the exterior of the envelope or package as follows:

RFP - Municipal Audit Contract

- 10.3 Proposals received in response to this RFP will be opened by the County Accountant in the Commissioners' Hearing Room, Courthouse Annex, 94235 Moore St., Gold Beach, Oregon at 2:00 p.m. on June 21, 2017. Offerors who wish to be present at the time will be informed of the number and names of offerors. No other information will be made available at that time.

11. Withdrawal of Proposals

Any proposal may be withdrawn by delivering a written request to the County Accountant at any time prior to the time set for opening proposals. The request shall be executed by a duly authorized representative of the offeror.

12. Evaluation Of Proposals

- 12.1 Proposals will be evaluated by the Curry County Accountant who shall make a recommendation to the Board.
- 12.2 Proposals that do not contain all information required by this RFP or are otherwise non-responsive may be rejected or given a lower rating in the evaluation process.
- 12.3 The County may request supplemental information from an offeror concerning the offeror's ability to perform services. If an offeror fails to provide supplemental information promptly after receiving a written request from the County, the County may refuse to consider the offeror's proposal.
- 12.4 The County reserves the right to waive defects in a proposal if the County determines that it is in the public interest to do so.
- 12.5 The County reserves the right to reject any proposal or all proposals if the County determines that it is in the public interest to do so.
- 12.6 The County may interview selected offerors, but the County is not required to interview all offerors.
- 12.7 The following criteria will be applied in the evaluation process:
 - 12.7.1 The experience and qualifications of the offeror and the offeror's key personnel for the type of services covered by the proposal.
 - 12.7.2 Prior claims against the offeror.
 - 12.7.3 Whether the proposal accepts the County's contract provisions, or proposes alternatives that are acceptable to the County.
 - 12.7.4 The cost for the contractor's services.
- 12.8 The County reserves the right to consider other criteria that are pertinent to the offeror's qualifications in addition to criteria listed in subsection 12.7.
- 12.9 In cases of doubt or differences of opinion concerning the interpretation of this RFP, the County shall have exclusive discretion to determine the intent, purpose, and meaning of any provision in this RFP. The County retains exclusive discretion to determine:
 - 12.9.1 Whether proposal is complete and complies with the provisions of this RFP.

12.9.2 Whether an offeror should be allowed to submit supplemental information.

12.9.3 Whether an offeror will be interviewed.

12.9.4 Whether irregularities or deficiencies in a proposal should be waived.

12.9.5 The value that should be assigned to criteria listed in subsection 12.7 and other criteria that may be considered pursuant to subsection 12.8.

13. Selection

13.1 The Board will make the final selection decision, and it reserves the right to agree or not to agree with the County Accountant's evaluation.

13.2 All offerors not selected will be notified of the County's decision. After the County selects a contractor to perform the services, any offeror may review the evaluation documentation at the office of the County Accountant, except for information that the County determines to be exempt from disclosure under ORS 192.501 or 192.502, or other applicable law. If there are disagreements with the outcome, offerors must submit a protest in writing to the County Accountant within 7 business days after offerors receipt of written decision by the County. A written response will be issued for all protests that are made by offerors.

13.3 Final award will be subject to negotiation and execution of an acceptable contract. Negotiation of the contract will include the scope of services, fees for services, and other contract provisions addressed in Exhibit 1 and Subsection 3 of the RFP.

RFP - Audit Services

6/21/17
2:22pm

1. Eide Bailly 70,000
 8,500
 12,000
 90,500

2. Hanford & Assoc 64,255

3. Moss Adams 75,000

4. Panley Rogers 45,000



Curry County
Louise Kallstrom
94235 Moore Street, Suite 125
Gold Beach, Oregon 97444

Dear Ms. Kallstrom,

Thank you for the opportunity to submit our proposal for providing audit services to Curry County. We are pleased to offer our approach to assisting the County with its needs for financial, federal grant and compliance audit services.

Hanford & Associates, LLC has reviewed the requirements and work scope described in the RFP. We understand the objective is to provide financial, federal and compliance audit services in accordance with Generally Accepted Governmental Auditing Standards (GAGAS), the provisions of the single audit act and Oregon Minimum Standards; to include the preparation of the County's financial statements. Hanford & Associates, LLC has 15 years of combined experience in providing audit services to federal, state and local governments including several counties in Washington State. We possess the required technical resources and qualifications to perform the work within the timeline required. Hanford & Associates confirms they are qualified to perform municipal audits in accordance with Oregon Municipal Law and is authorized by the Oregon State Board of Accountancy to perform such services.

Hanford & Associates, LLC is focused on delivering an exceptional level of service to our clients through our industry experience and knowledge. We are committed to providing audit services that are efficient and provide value, as well as, to establish respectful working relationships. We understand the burden audits place on organizations and we strive to minimize the impact on the organizations' staff.

We look forward to the opportunity to work with you and welcome the chance to present our proposal. If you have any questions, please do not hesitate to contact me via phone (509) 290-220 or by email at Teresa.Hanford@hanfordllc.com.

Sincerely

Teresa Hanford, CPA, CIA, CGAP, CFE
Managing Partner



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Proposal Sections:

Section 1- Understanding the Industry and Statement of Work

Section 2- Audit Fee

Attachment 1- Resumes



Section 1: Understanding the Industry and Statement of Work

Hanford & Associates, LLC is comprised of highly skilled professionals with over 15 years of combined experience in governmental auditing. The individuals leading this engagement will be Teresa Hanford, Managing Partner, and Sara Marshall, Lead Auditor. The audit team may include additional personnel that will be overseen by both the lead auditor and managing partner. The team members overseeing the engagement have extensive experience in auditing local, state and federal governmental agencies including several counties in Eastern Washington State. They have provided audit services through the Washington State Auditors Office, serving as subject matter experts for the local team, providing leadership and training for both multi-opinion audits and federal grant audits including many Comprehensive Annual Financial Reports (CAFR). The team has extensive knowledge in performing compliance audits at both the federal and local level. In addition to counties, the team has also audited the financial statements and federal awards of cities, counties, ports, school districts, public utility districts and several special purpose districts of various sizes. Both team members hold Certified Public Accountant licenses and masters and bachelors degrees in accounting.

The team is well versed in Governmental Accounting Standards Board (GASB) and GAGAS requirements as well as the requirements for single audit as established by OMB Circular A-133. They have also extensive experience in internal control analysis and process improvements to create efficiencies while meeting compliance and reporting needs. The team understands the complexities of fund financial statements and various accounting and reporting requirements necessary for governmental and proprietary funds and associated component units.

Our Company believes in providing exceptional customer service and engaging in frequent, honest and open communication with clients. Based on our experience and Company values we will provide the County with an exceptional, value added audit. We are committed to hearing your needs and working diligently to meet them while maintaining professional independence

Hanford & Associates, LLC team members have been focused on audits of the Department of Energy prime contractors and subcontractors since late 2014; however, each have extensive experience in auditing local governments from 2008-2014. The agencies audited by the team members during this time period include but are not limited to:



Agency	Location
City of Kennewick	Kennewick, Washington
City of Lind	Lind, Washington
City of Richland	Richland, Washington
City of Sunnyside	Sunnyside, Washington
City of Benton City	Benton City, Washington
Adams County	Ritzville, Washington
Benton County	Richland, Washington
Franklin County	Pasco, Washington
Walla Walla County	Walla Walla, Washington
Port of Othello	Othello, Washington
Port of Pasco	Pasco, Washington
Port of Walla Walla	Walla Walla, Washington
Port of Benton	Richland, Washington
City of Prosser	Prosser, Washington
Grandview School District	Grandview, Washington
Mabton School District	Mabton, Washington
Prosser School District	Prosser Washington
Richland School District	Richland, Washington
Warden School District	Warden, Washington

The aforementioned engagements were led by members of our team and included financial, federal grant audits and compliance work.

Hanford & Associates, LLC is committed to minimizing the impact of the audit to the County staff. We understand the valuable service the County provides to the community and taking significant time away from everyday tasks can create a hardship for your organization and the citizens it serves. We will work diligently to be conscientious of the time asked of County staff. This will be accomplished through:

- Audit planning that results in efficient audit procedures
- Avoid constant interruptions to staff by requesting documentation in advance and scheduling meetings for documentation questions

We believe our audit approach, education, and extensive government audit experience will provide the County with an excellent, reliable audit to serve its citizens and stakeholders.



Section 2: Audit Fees

The following are the proposed audit fees:

- Fixed price of \$64,255 to include the audits of the financial statements, federal grants, compliance to Oregon minimum standards and the preparation of the financial statements. This price includes all associated travel costs.



Attachment 1- Resumes



TERESA HANFORD, Partner

Hanford & Associates, LLC- Richland, WA

Teresa.Hanford@hanfordllc.com

(509) 290-2200

Professional Profile

Teresa is the Managing Partner of Hanford & Associates, LLC. She has an extensive background in both accounting and auditing. Teresa provided accounting services to small businesses and non-profit organizations prior to moving into audits of federal, state and local governments. Teresa is proficient and experienced in understanding and applying various standards including Generally Accepted Audit Standards (GAAS), Generally Accepted Government Audit Standards (GAGAS), Generally Accepted Accounting Principles (GAAP), COSO - Internal Control Framework, and COSO - Enterprise Risk Management Framework and Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing (IIA Standards – Red Book). Teresa is also proficient in the Washington State Budgeting, Accounting and Reporting (BARS) manual for both GAAP and cash basis agencies. Teresa serves on the board of the Mid-Columbia Chapter of the Institute of Internal Auditors and previously served as the local area fraud specialist with the Washington State Auditor's Office.

Teresa has a robust educational background holding a bachelors degree in accounting from Central Washington University and a Masters in Business Administration from Western Governors University. Teresa is a licensed certified public accountant (CPA), a certified internal auditor (CIA), certified government auditing professional (CGAP) and a certified fraud examiner (CFE).

Teresa values establishing strong working relationships with clients, frequent and open communication and providing superior customer and audit service.



Professional Experience

- Incurred cost audits for subcontractors to a prime contractor to the Department of Energy including the assessment of internal controls
- Analyzed and evaluated compliance with complex requirements with an intuitive understanding of risks associated with the requirements, resulting in recommendations to improve entity controls or processes
- Assessment of internal controls
- Streamlining business processes to create efficiencies
- Supervised, planned and performed financial, single (federal compliance), accountability audits, and special investigations for governmental entities with specific expertise in:
 - Cities and Counties
 - Public Utility Districts
 - Housing Authorities
 - School Districts

Area of Specialization

Teresa specializes in audits of federal, state and local governments; providing audit services in financial statements, federal programs, and compliance. Teresa also has a strong background in business set up and business process improvement.

Education

- Masters in Business Administration, Management & Strategy
Western Governors University- Salt Lake City, Utah
- Bachelors in Accounting
Central Washington University- Ellensburg, Washington

Licenses & Certifications

- Certified Public Accountant (CPA) – License No. 34555
- Certified Internal Auditor (CIA)
- Certified Government Auditing Professional (CGAP)
- Certified Fraud Examiner (CFE)

Professional Organizations

- American Institute of CPAs (AICPA)
- Institute of Internal Auditors (IIA)
- Washington Societies of CPAs (WSCPA)

Professional Involvement

- Mid-Columbia Chapter of the Institute of Internal Auditors- Vice President



Sara Marshall, Lead Auditor

Hanford & Associates, LLC- Richland, WA

Sara.Marshall@hanfordllc.com

(509) 539-0633

Professional Profile

Sara serves as the Lead Auditor for Hanford and Associates, LLC. She has an extensive audit background specializing in audits of governmental agencies. Sara has also performed internal control audits utilizing the COSO framework resulting in improvements to internal control processes.

Sara is proficient and experienced in understanding and applying various standards including Generally Accepted Audit Standards (GAAS), Generally Accepted Government Audit Standards (GAGAS), Generally Accepted Accounting Principles (GAAP), COSO - Internal Control Framework, and COSO - Enterprise Risk Management Framework and Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing (IIA Standards – Red Book). Sara is also proficient in the Washington State Budgeting, Accounting and Reporting (BARS) manual for both GAAP and cash basis agencies.

Professional Experience

- Performed audits over low-income tribal tax credit partnerships for general and limited partners
- Presented on Enterprise Risk Management at the Contractors Internal Audit Director's joint conference with the Office of the Inspector General (OIG) in 2016
- Supervised, planned and performed financial, single (federal compliance), accountability audits, and special investigations for governmental entities with specific expertise in:
 - Cities
 - Counties
 - Public Utility Districts
 - Housing Authorities
 - School Districts
- Assessment of internal controls

Area of Specialization

Sara specializes in audits of federal, state and local governments; providing audit services in financial statements, federal programs, and compliance.

**Education**

- Masters of Science in Accounting
University of Phoenix- Phoenix, Arizona
- Bachelors of Science in Accounting
University of Montana- Missoula, Montana

Professional Licenses

- Certified Public Accountant (CPA)- License No. 34124

Professional Affiliations

- Institute of Internal Auditors (IIA)

Professional Affiliations

- Mid-Columbia Chapter of the Institute of Internal Auditors- President

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PROPOSAL FOR
Curry County

Prepared by:
Amanda McCleary-Moore, Partner

Moss Adams LLP
221 Stewart Ave
Suite 301
Medford, OR 97501
(541) 857-1040

MOSS ADAMS_{LLP}

June 21, 2017

Louise Kallstrom
County Accountant
Curry County
94235 Moore Street
Suite 215
Gold Beach, OR 97444

Dear Ms. Kallstrom:

Our team has thoroughly enjoyed working with your staff at Curry County (the County) over the years and we're so pleased you've had such a positive client experience that you asked us to repropose on your audit services. The County needs a firm that possesses technical ability, flexibility, and strong commitment to communication. Since 2012, Moss Adams has been that firm. **Moss Adams will continue to bring the substantial resources you've grown to expect and remains committed to completing performing your work within the prescribed time period.**

Our experience serving municipal entities and governments is unsurpassed by any other firm in the West. Below are just some of the many ways you'll see that the County will benefit from a continued professional relationship with Moss Adams:

- **We Are Oregon.** Your engagement will be staffed locally with a returning team you already know and trust. As the largest CPA firm in Oregon—with offices in Eugene, Portland, and Medford—no other firm in the state is as qualified or can match our extensive government experience. This passion for serving local governments is apparent when you consider the many Oregon counties and cities we're proud to list as our valued clients. In fact, we've developed a specific program to help local governments like the County remain in compliance with Oregon minimum audit standards.
- **Here for You.** As the County has already seen, Moss Adams is not your once-a-year service provider. We're committed to maintaining a long-term business relationship with you and proactively addressing your needs, even if they fall outside the scope of your audit services. In the past, we've assisted the County with its federal agency audit and accounting guidance. Most recently, we've played an integral role in finding a new county accountant and we're ready to help throughout the interview process. The County can expect us to uphold our commitment to exceed your expectations.

MOSS-ADAMS LLP

Louise Kallstrom
County Accountant
Curry County
June 21, 2017

- **Consistency.** The County is already facing substantial operational disruptions as it prepares for a change in management. Amidst all this change, one thing is sure to remain consistent: you'll work with the same professionals who've delivered proven results year after year. This means less of your time wasted retraining a new engagement team and more time spent focusing on your day-to-day business during the audit. You'll gain peace of mind with a team that knows your operations like you do—from the inside out.
- **Competitive, Value-Based Fees.** These are challenging times for local governments and just like many other agencies, the County faces budget restrictions. That's why we take a cooperative and proactive approach to minimizing our fees. This doesn't mean underbidding the competition and then underserving the client. Rather, it means providing the highest quality of service at a fair price. To show our commitment to working with you, we're offering the County an additional 10 percent discount on audit services in the event a three-year contract is signed.

Moss Adams is committed to provide you with a level of service and attention that exceeds our competitors. Our commitment to our clients and providing superior service to dynamic governments like the County is our passion. Together, we will infuse knowledge, energy, and experience in your engagement so your service needs are met with heightened urgency and an appreciation of your expectations.

Thank you for the opportunity to present our proposal to you. We look forward to answering your questions, further discussing our qualifications, and demonstrating our commitment to serve you.

Sincerely,



Amanda McCleary-Moore, CPA
(541) 732-3865

amanda.mccleary-moore@mossadams.com

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COMPLIANCE MATRIX

Requirement	Description	Page
8.1	The contents of the proposal will become part of the contract if accepted by the County.	28
8.2	The proposal must identify any confidential information that the offeror contends is exempt from disclosure under ORS 192.501 or 192.502, or other applicable law.	28
8.3	An offeror must submit a proposal that will address all of the services required in Section 3.	14
8.4.1	The offeror's name, address, telephone number and E-mail.	Cover
8.4.2	Names of persons who will perform the services and the person who will supervise the services.	7
8.4.3	Experience of offeror's personnel, including experience in performing municipal audits. The offeror must be qualified to perform municipal audits in accordance with Oregon Municipal Audit Law (ORS 297.405 to 297.555 and 297.990) and must be authorized by the State Board of Accounting to perform such audits.	4, 14
8.4.4	A list of all public bodies for which the offeror has provided audits within the last two years.	13
8.5	The proposal shall include the names and addresses of any clients of the offeror who have made claims against the offeror within the last five years alleging that the offeror breached a contract for services or was negligent in performance of services. Describe the nature and current status of the claims. Claims should be fully disclosed regardless of whether they involved litigation, arbitration or other formal dispute resolution process.	28
8.6	The proposal shall state the offeror's fee for services. Said proposal shall state a lump sum total cost for the first year of service representing both compensation and expenses, and a formula or lump sum total for calculating the cost of the compensation and expenses for the second and third years of service.	20

WHY YOU SHOULD STAY WITH MOSS ADAMS

The County needs a firm that understands your mission, knows your history, and has a strong relationship with management and board of commissioners. Most importantly, the County needs an auditor that not only meets minimum audit requirements, but exceeds your expectations, transcends the audit itself, and provides a variety of extra benefits to you.



For the last four years, that firm has been Moss Adams. It has been our privilege and pleasure to work with you, and we hope to continue this great relationship well into the future. Below, we briefly summarize some of the key reasons why our firm is still an excellent choice for you.

It's More Than Just an Audit

Over the years, the County and Moss Adams have built a constructive relationship which extends beyond audit services. When the County faced a federal agency audit, our team gathered information prior to the audit to help facilitate the process. We're also invested in assisting the County find a new county accountant. We've provided valuable consultation services which include designing interview questions, and reviewing resumes. Now, as the County begins scheduling interviews with possible candidates, we're happy to participate in the process and provide feedback on whether candidates meet the County's technical requirements. We want to make sure the County finds the right fit for this important position. Finally, we've been vigilant in providing accounting guidance to the County and we'll keep you updated on new and upcoming accounting standards. We look forward to once again collaborating with the County to meet your needs and help you remain in compliance with Oregon minimum audit standards.

Trust

Trust is earned by following through on commitments. We've striven to meet your deadlines, stay in touch, and make certain the people who serve you are dedicated to providing outstanding service. We'll continue to improve your efficiencies with an audit plan that focuses on your highest-risk areas in order to uncover vulnerabilities. And, of course, your audit will be completed on time, just as it has every year. You'll know you're in good hands with a firm that has proven to have your best interests at heart.

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Why Make It Complicated?

The County is already facing substantial disruptions to your operations with the upcoming change in management. It makes sense to stay with an auditor that already understands your operations and can play an integral role in onboarding your new county accountant. Choosing Moss Adams means you'll avoid the challenge of training a new audit team on top of the change in staff.

Substantial, Local Resources



The County is a complex entity that faces unique accounting and reporting matters so you need a firm that has the necessary resources to meet your needs. We're one of the nation's 15 largest CPA and business consulting firms and we have substantial presence in the Pacific Northwest with more locations in the state of Oregon than any other accounting firm.

You'll benefit from personal, partner-level attention, a consistent team working with you year after year, and the advantages that only a firm big enough to tackle your most complex challenges, yet nimble enough to respond quickly to your changing needs can provide.

You'll get much more than just assurance services—you'll get strategic and timely business advice. Whether you're looking to expand your operations, build new facilities, or need help with IT security, you won't have to face your challenges alone.

Open, Timely, and Effective Communication

Part of the value we provide to your business is a commitment to maintaining close and regular contact with you throughout the year. We're not once-a-year auditors who disappear for many months, only to return in time for the next audit. Audits are more than just financial exercises—they are also important opportunities for positive change and improvement.

We want you to notice a superior level of service based on your expectations—not on our assumptions. From the initial transition of audit and tax services to Moss Adams to routine phone calls about immediate issues of concern, we're hands-on partners with a bias for action. We won't keep you waiting or wondering. Instead, we'll take the lead in suggesting meetings with you, setting up training sessions with your internal accounting staff, and delivering presentations to management and those charged with governance.

A HIGHLY EXPERIENCED FIRM

GOVERNMENT & NOT-FOR-PROFIT EXPERIENCE

Governmental organizations like the County are accountable to many different constituencies—oversight agencies, audit committees, elected officials, taxpayers—all with different expectations and demands. That's why it's important the County works with professionals who fully understand the nuances of government accounting. You need professionals who know where to look for important issues and maintain solid relationships standard-setting and regulatory agencies. You need professionals who have significant experience working with tax-exempt organizations, making them more likely to spot potential problems, create effective solutions, and understand the trends.

The County will be in good hands with our skilled team of Oregon government auditors. These individuals focus their entire careers on serving tax-exempt entities and are part of a firmwide team of over 180 professionals providing services to a group of specialized practices including governments, higher education institutions, nonprofits, tribal and gaming entities, energy and utility entities, and federal contractors. This team currently serves almost 1,500 clients throughout the United States and provides more than 250,000 hours of service to those clients each year. We have several experienced partners and senior managers who lead audit engagements for over 250 governmental entities including state agencies; cities and counties; public colleges and universities; special purpose governments including ports, utility districts, and transit agencies; public retirement funds; and others.

Your engagement leader, Amanda McCleary-Moore, has not only worked closely with the County in the past, but also leads our Medford Government Practice. Amanda works with a number of other counties in the state including Clackamas County, Jackson County, Klamath County, Josephine County and Lane County. Jim Lanzarotta, who's also worked extensively with the County, will be returning to your engagement to provide technical insights and resources. Jim was appointed as the AICPA representative to the Governmental Accounting Standards Advisory Council (GASAC) in December 2012 for a two-year term and then reappointed for an additional two-year term. Jim

GOVERNMENT & NOT-FOR-PROFIT

Energy & Utilities, Federal Contracting,
Government, Higher Education, Not-for-Profit,
and Tribal & Gaming Practices



180+ professionals

Government Practice

250+ clients
across the nation

MOSS ADAMS LLP

also served for six years on the AICPA State and Local Government Expert Panel. Both Amanda and Jim are licensed municipal auditors in the state of Oregon and will relate their remarkable breadth of experience to your engagement.

Listed below is a summary of our governmental experience:

Service	Our Experience
Audits of Financial Statements/CAFRs Management Recommendation Letters	Over 250 governmental entities served.
Audits of Local Governments, Joint Powers Agencies, and Transit Authorities	Audit of numerous state, local, and special service districts throughout Oregon, Washington, California, and New Mexico, including government entities with multiple affiliated agencies.
Single Audits	Over 3,100 single audits conducted for clients since 1997.
GFOA Certificate of Excellence in Financial Reporting program	We have assisted each of our clients that participate in the CAFR program, including City of Portland and Jackson County, Oregon.
Audits of Government Pension, Health, and Other Employee Benefit Plans and Trusts in Accordance with GASB No. 43 & No. 45	Moss Adams audits over 1,500 plans of all types annually. Our benefit plan clients range in size from 100 to 100,000 participants with \$100,000 to over \$5 billion in assets. We audit such large retirement and retiree health plans as American Samoa Government Employees' Retirement Fund, Emeriti Retiree Health Plan for Pepperdine University, and Warehousemen's Pension Trust Fund of the Port of Seattle, to name a few. We are closely monitoring GASB activities related to highly anticipated upcoming OPEB standards that will amend GASB No. 43 & No. 45.
National Transit Database Reporting	Experience with the Federal Transit Administration, specifically NTD reporting serving such entities as TriMet and Metro in Oregon, and Community Transit and King County Metro Transit in Washington.
Implementation of Governmental Accounting Standards Board (GASB) Pronouncements	We have assisted many of our clients with implementation of new accounting standards, including, most recently, GASB No. 65 and No.67. As a result of our national involvement, we have developed implementation guidance to assist our clients with GASB No. 68, which will include client training and tools for practical application.

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FEDERAL COMPLIANCE AUDIT EXPERIENCE

Like most government agencies, the County is subject to federal compliance audits in accordance with the Single Audit Act and the audit provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (federal compliance audit). Notably, we'll address the County's two federal awards: 10.665, Federal Forest Service Roads and Schools and 20.106, Airport Improvement Program.

Including the County, Moss Adams has already provided single audits for seven counties in the state, more than any other local firm. According to the US Census Bureau's single audit database, as of 2016 we had performed more than 3,100 such audits for our clients since 1997. The vast majority of these audits have been conducted by the 180-plus members of our firmwide team serving governments, not-for-profits, and other related entities—which includes all of the members of the audit team who would be serving you. The table below shows the number of federal compliance audits conducted by our firm since 1997.

Fiscal Year	Single Audits Conducted	Total Federal Expenditures Audited
1997–2004	1,149	\$14.4 billion
2005	146	\$2.7 billion
2006	154	\$5.5 billion
2007	146	\$5.7 billion
2008	148	\$8.9 billion
2009	151	\$9.5 billion
2010	168	\$11.6 billion
2011	183	\$12.2 billion
2012	183	\$7.2 billion
2013	189	\$6.7 billion
2014	185	\$5.7 billion
2015	180	\$5.0 billion
2016*	136	\$3.9 billion (reported to date)
19-Year Total	3,118	\$99.0 billion

*As of April 25, 2017

**This information can be found online at the Single Audit Database: <https://harvester.census.gov/facweb>

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A CONSISTENT TEAM

The County's Engagement Team

Role	This Year	Last Year
Engagement Partner	Amanda McCleary-Moore	Amanda McCleary-Moore
Engagement Technical Resource	Jim Lanzarotta	Jim Lanzarotta
Engagement Quality Reviewer	Kevin Mullerleile	Kevin Mullerleile
Audit Senior	Lesley VanBuskirk	Lesley VanBuskirk
Audit Senior	Cayleigh Lee	Cayleigh Lee
Audit Senior	Alise Horsley	Alise Horsley

As shown above, the County's engagement team has been remarkably consistent since throughout the years. This consistency is the result of two factors: First, it is our firmwide policy not to arbitrarily change audit teams. Changes are only made when absolutely necessary, such as when a person leaves the firm, or if you request a rotation. Second, our firm has an outstanding staff retention record. Over the past three years, our firm has averaged well over 80 percent retention, an excellent rate for the industry. Still, if it were to become necessary to change members of your engagement team, we pledge to:

- Discuss any changes with you first
- Replace departing staff members with people of comparable skill and experience
- Take all the steps we can to lessen the impact of the change on you

Your returning team is comprised of professionals from the Medford office of Moss Adams, with additional resources available as needed. We're proud to present your engagement team on the following pages.

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Amanda McCleary-Moore, CPA

PARTNER

Role: Amanda will serve as your engagement leader.

Amanda has practiced public accounting since 2000 and focuses on serving clients in the government and not-for-profit industries. She has provided a range of services to her tax-exempt clients, including audits in accordance with *Government Auditing Standards* and Single Audit Act, as well as performing fraud investigations and internal control reviews. Amanda leads the Government & Not-for-Profit Practices in the firm's Medford location. Amanda is a licensed certified public accountant in the State of Oregon (#10608) and an Oregon Municipal Auditor (#1574).

Representative Government Experience

- Bernalillo County, New Mexico
- City of Bandon, Oregon
- City of Brookings, Oregon
- City of Portland, Oregon
- City of Tigard, Oregon
- Clackamas County, Oregon
- Curry County, Oregon
- Jackson County, Oregon
- Klamath County, Oregon
- Lane County, Oregon
- Medford Water Commission, Oregon
- Multnomah County, Oregon

Education

BS, accounting, Southern Oregon University

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Jim Lanzarotta, CPA

PARTNER, NATIONAL GOVERNMENT PRACTICE LEADER

Role: Jim will serve as a technical resource for the County.

Jim has practiced public accounting since 1984 and specializes in providing audit, accounting, and consulting services to governmental entities, including state agencies; counties; cities; universities and their foundations; port and transportation authorities; and water, sewer, and other special districts.

Jim is currently an appointed member representing the AICPA of the Financial Accounting Foundation's Governmental Accounting Standards Advisory Council made up of representatives from roughly 30 organizations responsible for advising GASB on issues related to the financial accounting and reporting by state and local governments. Previously, Jim served for three years on GASB's Comprehensive Implementation Guide Advisory Committee and for six years on the AICPA's State and Local Government Expert Panel, serving as its chair for a three-year term that ended in 2012. Jim is also a nationally recognized and sought-after speaker for organizations such as the AICPA, the Government Finance Officers Association, and the National Association of College and University Business Officers, as well as state CPA societies.

Representative Government Experience

- American Samoa Government
- California Department of Veterans Affairs
- California State Legislature
- City of Albuquerque, New Mexico
- City of Portland, Oregon
- City of Tigard, Oregon
- Clackamas County, Oregon
- Curry County, Oregon
- Jackson County, Oregon
- Klamath County, Oregon
- Lane County, Oregon
- METRO
- Multnomah County, Oregon
- Oregon compliance audits as part of state's single audit
- Port of Seattle, Washington
- Port of Stockton, California
- Portland Development Commission, Oregon
- Spokane Airports, Washington
- State of Arizona Water Infrastructure Finance Authority
- State of New Mexico Education Retirement Board
- State of New Mexico Public Employees Retirement Association
- State of Oregon, Secretary of State
- Tri-County Metropolitan Transportation District, Oregon

Education

BBA, accounting, University of Oregon

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Kevin Mullerleile, CPA, CFE

SENIOR MANAGER

Role: Kevin will serve as your engagement quality control reviewer.

Kevin has practiced public accounting since 1998. He is part of our firm's Government and Not-for-Profit Practices. His experience includes entities such as cities, counties, ports, public colleges and universities, research organizations, state agencies, and other special purpose districts. Kevin has significant experience in reviewing comprehensive annual financial reports as well as conducting governmental audits in accordance with *Government Auditing Standards* and Single Audit Act. He has been on the OSCPA Government Accounting and Auditing Strategic Interest Team responsible for addressing practice issues and assisting the Oregon Audits Division with statutes governing Oregon municipal audits.

Kevin became a licensed certified fraud examiner in January 2011 and has performed investigations for commercial and tax-exempt entities. He routinely speaks at the Oregon GFOA annual conference, as well as other events. Kevin has volunteered at numerous not-for-profits in Lane County.

Representative Government Experience

- City of Astoria, Oregon
- City of Redmond, Oregon
- City of Warrenton, Oregon
- Clackamas County, Oregon
- Clackamas County Development Agency, Oregon
- Clatsop Community College, Oregon
- Housing Authority of Clackamas County, Oregon
- Idaho State University
- Lane County, Oregon
- METRO
- Multnomah County, Oregon
- Nevada System of Higher Education
- North Clackamas Parks and Recreation District, Oregon
- Oregon Secretary of State
- Port of Astoria, Oregon
- Port of Tillamook Bay, Oregon
- University of Idaho
- University of Oregon
- Water and Environment Services, Oregon

Education

BS, accounting, University of Oregon

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Lesley VanBuskirk

SENIOR

Role: Lesley will serve as an audit senior.

Lesley has served governmental clients since 2008. She provides both tax and assurance services to clients encompassing a variety of industry groups. Lesley has assurance experience with a broad client base including not-for-profit entities, HUD and Oregon housing entities, housing authorities, employee benefit plans, and municipal corporations.

Representative Government Experience

- Armadillo Technical Institute
- Ashland School District
- Brookings-Harbor School District
- Butte Falls School District and Charter School
- Central Point School District
- City of Phoenix
- City of Port Orford
- City of Rogue River
- City of Shady Cove
- Curry County
- Eagle Point School District
- Grants Pass School District
- Housing Authority of Jackson County
- Jackson County
- Jackson County Vector Control District
- Klamath County School District
- Phoenix-Talent School District
- Port of Gold Beach
- Prospect School District and Charter School
- Rogue River School District
- Roseburg School District
- South Umpqua School District
- Three Rivers School District

Education

PBC, criminology and criminal justice, Portland State University

BS, accounting, University of Oregon

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Cayleigh Lee

SENIOR

Role: Cayleigh will serve as an audit senior.

Cayleigh has practiced public accounting since 2012. She works primarily on auditing, accounting, and consulting engagements for clients in our Employee Benefit Plan Services, Manufacturing & Distribution, Government, and Not-for-Profit Practices.

Representative Government Experience

- Curry County
- Jackson County
- Josephine County
- Portland Development Commission

Education

BS, business administration, Southern Oregon University



Alise Horsley

SENIOR

Role: Alise will serve as an audit senior.

Alise has practiced public accounting since 2014. She is a member of Government, Not-for-Profit, and Employee Benefit Plan Services Practices. Alise provides professional services to clients encompassing a variety of industries, including government, not-for-profit, and health care.

Representative Government Experience

- Addictions Recovery Center Inc.
- Curry County Transit Service
- Southern Oregon Aspire Inc.
- Southern Oregon Goodwill

Education

BS, accounting, Southern Oregon University

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OREGON GOVERNMENTAL CLIENTS

Like other government entities throughout the state, the County must comply with appropriate legal provisions, most notably, Oregon Minimum Audit Standards. It's vital the County works with individuals who have an in-depth understanding of local regulations. Your Moss Adams team works with more counties and cities throughout the state than any other firm—you won't find professionals who understand Oregon municipalities better than they do. Their experience allows for a clearer understanding of the specific issues you face, what to anticipate when conducting an audit, and how long it will take. This results in a more efficient experience and effective solution for you. Listed below are some organizations our firm serves that are similar to County.

Oregon Government Clients	
Clackamas County	Annual Financial and Compliance Audits
Curry County	Annual Financial and Compliance Audits
Jackson County	Annual Financial and Compliance Audits, Passenger Facility Charge Audit
Josephine County	Annual Financial and Compliance Audits
Klamath County	Annual Financial and Compliance Audits
Lane County	Annual Financial and Compliance Audits, Landfill Agreed-Upon Procedures, and Tax Levy Examination
Multnomah County	Annual Financial and Compliance Audits
City of Bend	Annual Financial and Compliance Audits
City of Brookings	Annual Financial and Compliance Audits
City of Portland	Annual Financial, Compliance, and Landfill Agreed-Upon Procedures
Port of Astoria	Annual Financial and Compliance Audits
Portland Development Commission	Annual Financial and Compliance Audits
Portland METRO	Annual Financial, Compliance, and Bond Covenant Audits
TriMet	Annual Financial, Compliance, and FTA/NTD Agreed-Upon Procedures

SCOPE OF SERVICES

UNDERSTANDING OF WORK TO BE PERFORMED

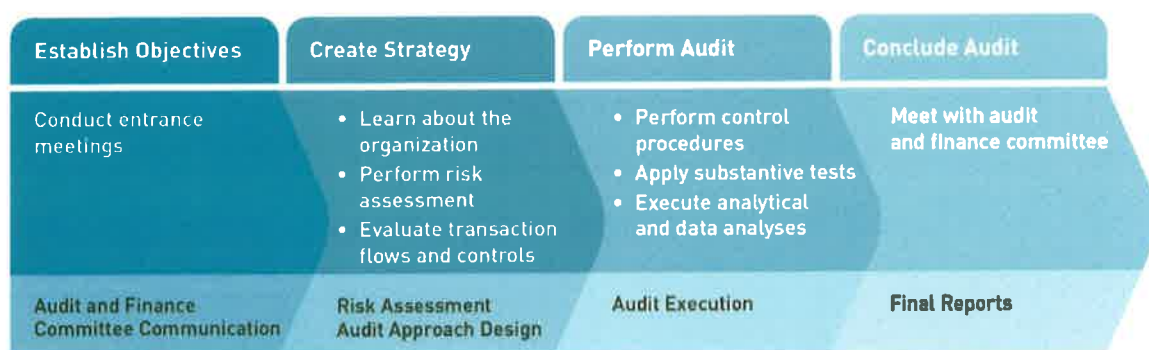
Moss Adams will perform audits of the County's accounts and fiscal affairs covering the July 1, 2016 to June 30, 2017 fiscal period. Work will be completed in accordance with all audit requirements of the Single Audit Act, and all provisions of the Uniform Guidance, and GASB Model 34. The audit shall be undertaken in order to express an opinion upon the financial statements of the County, and to determine if the County has complied substantially with appropriate legal provisions. Work will be faithfully performed with care and diligence. Moss Adams will prepare the financial statements as set forth in the Oregon Administrative Rules. Proposed fees include costs of all required services.

OREGON MINIMUM AUDIT STANDARDS

Our firm has developed a comprehensive audit program designed to test the County's compliance with certain state laws as required by the Oregon Minimum Audit Standards, including:

- **Legal and Budget:** Review of the budget document, published notices, and the ordinance adopting the budget. We also test the County's quarterly budget changes during the year for all major funds and a sample the smaller funds.
- **Public Purchasing:** Sample public contracts for compliance with ORS requirements.
- **Deposits and Investments:** Test the County's depositories against the approved State Treasurer's list, investments against guidance on what is allowable, and the County's investment policies.
- **Insurance:** Verify the County's has a risk management program.
- **Indebtedness:** Test the County's compliance with legal debt limits and debt covenants.
- **Highway Funds:** Test the County's expenditures of gas tax receipts against state requirements.
- **Programs Funded with Outside Sources:** Test a sample of grant programs for compliance with grant requirements.
- **Reporting:** Provide a report to be included in with the audited financial statements that reports our findings. All findings will be discussed with management immediately so there are no surprises when the final written report is delivered.

FINANCIAL STATEMENTS AUDIT APPROACH



The County will benefit from our customized, risk-based audit approach as well as the timely and effective communication and coordination of our audit activities. With dedicated and ongoing involvement from our partners and senior-level professionals, the audit will be planned and executed by an experienced team that understands your industry. During the audit, your Moss Adams audit partner, Amanda McCleary-Moore, will be in the field to review the work in progress and address any issues with management. This reduces time spent on post-audit procedures and wrap-up.

Our emphasis on tailoring an integrated audit to focus on the areas of significant risks allows us to complete the audit in an efficient and effective manner. Our audit will include the following:

- Plan the engagement based on a thorough understanding of your business risks and transactions
- Communicate and coordinate activities with management and the audit committee based on an agreed-upon timeline
- Conduct continuous audit procedures to increase efficiency and reduce the burden on your personnel at year-end
- Work with management to resolve any complex accounting or reporting issues as early as possible in the audit process
- Provide recommendations to management of areas for improvement

FEDERAL COMPLIANCE AUDIT APPROACH

Overview: Compliance Audit of Federal Awards



Given our vast experience in this area, and our sizable Not-for-Profit Practice, we have a deep understanding of the challenges involved in adhering to grant requirements at all levels: federal, state, and local. We understand federal compliance audit principles and the compliance requirements contained in the Office of Management and Budget (OMB) Compliance Supplement as well as other sources of compliance requirements. We maintain relationships with GAO, OMB, and several federal and state agency personnel. This allows us to communicate with them directly to determine their specific needs and requirements from the audit process.

Our general audit approach follows the guidelines and framework in Government Auditing Standards (GAS) and the Uniform Guidance for Federal Awards. This approach is risk-based, beginning with the identification of major programs for audit, and the related applicable compliance requirements described in the OMB Compliance Supplement, grants, and contract agreements.

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Planning for the Federal Compliance Audit

The process begins with a review of your schedule of expenditures of federal awards and consideration of the requirements of the Uniform Guidance for Federal Awards, your grants and contract agreements, and GAS. This is followed by:

- An assessment of each federal program and the associated audit risks to determine which are major programs to be audited
- Further assessments of:
 - Technology and your organization
 - Materiality
 - Internal controls in place for each program
 - State and local compliance requirements
 - Results of desk reviews and on-site reviews by regulatory agencies
 - Design of an audit approach specifically fitted to the circumstances that allows for a high-quality and efficient audit

Determining Applicable Laws and Regulations for the Federal Compliance Audit

Our previous work with the County has provided an excellent understanding of the state and federal laws, regulations, and compliance requirements applicable to the County. In addition, a partial list of our planned procedures to identify additional requirements includes the following:

- Review of the OMB Compliance Supplement, grant agreements, contracts, and related publications to determine the applicable compliance requirements for each major program
- Analysis of instructions from pass-through agencies and existing regulatory guidance
- Management inquiries
- Review of communications from regulators and relevant national and state accounting bodies

Drawing Audit Samples for the Federal Compliance Audit

- Specific tests of internal control and of compliance are designed and may include the use of audit samples
- Appropriate sampling techniques are determined and tailored to the particular test
- Possible use of data extraction software

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Reporting Noncompliance and Findings

- We use a tiered approach that assesses the significance of an observed error, potential lack of effective control mechanism, or instance of noncompliance.
- We use an assessment that includes the materiality of the issue to each major program and an analysis of the pervasiveness of the issue.
- We identify and report only those major systemic problems that put the organization at risk or constitute significant noncompliance as required by professional standards. Isolated instances and administrative errors not required to be reported more broadly are usually reported only to management.

AUDIT TECHNOLOGY

Audit Command Language (ACL)

ACL is a high-powered data mining tool.

Using ACL, our team can analyze up to 100 percent of data populations of nearly any size and quickly extract useful information. Our analysis of your data is more efficient and we can identify exceptions faster using ACL's hundreds of built-in data analysis commands and tools.

ProSystem fx Engagement

ProSystem fx Engagement is our trial balance and paperless audit documentation software.

This software electronically links all efforts we use in the audit process. After obtaining your data and importing or scanning it into the system, our auditors can access the full working paper files from any location with Internet access—or synchronize documents ahead of time to our fully encrypted hard drives when working without Internet access. We then document our audit procedures using custom templates in Microsoft Excel and Word, and Adobe Acrobat.

Client Portal for File Transfer

The Moss Adams Client Portal is a Web-based tool that allows us to easily transfer and temporarily store sensitive documents related to your engagement in a secure manner.

The portal can also accommodate extremely large data files that cannot be efficiently transmitted using email or other means, and because it's a private portal, it's also vastly more secure. The Moss Adams Client Portal stores data files on Moss Adams servers located at our off-site commercial data center.

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TIMELINE

Specific timing depends on the readiness of the County, and we will work with you to develop a timeline that meets your needs and deadlines. The following is the proposed schedule for the first-year audit for the County. Please keep in mind this tentative outline of key milestones may be modified, as appropriate, to meet the needs of the County.

Audit Schedule	Proposed Timing
Audit Planning	
Meet with management for pre-audit planning, and to obtain an understanding of systems, internal controls, and current-year issues	July 2017
Provide management with a detailed listing of items needed to perform the audit, including the timing of when items are needed	July 2017
Audit Fieldwork	
Perform interim audit fieldwork and tests of internal controls	July 2017
Send confirmations of cash, investment, and other accounts as deemed necessary	July 2017
Perform substantive audit fieldwork	October 2017
Report Preparation	
Present draft of financial statements, audit report, and management letter to senior management	November 2017
Present draft of financial statements, audit report, and management letter to the audit committee	November 2017
Board Communications	
Present final audit report, financial statements, and management letter to the board of directors	December 2017

PROFESSIONAL FEES

FEES

One way we help clients save money is by proactively containing our costs with custom-built engagement plans that we further refine each year. As you've already experienced, our team will plan and design your audit to be as efficient and accountable as possible. What's more, an **additional 10 percent discount** will be applied if the County agrees to a three-year engagement.

Service Description	2017	2018	2019
Audit of financial statements and single audit*	\$69,500	\$71,585	\$74,005
Preparation of draft financial statements**	\$4,500	\$4,635	\$4,774
Expenses not-to-exceed	\$1,000	\$1,000	\$1,000
Attendance at audit committee meetings, including:			
<ul style="list-style-type: none"> Presentation of audit results Communication of internal control issues Management letter 		Included	
Lump Sum Total	\$75,000	\$77,220	\$79,779

*Our fee estimate for the single audit is based on the assumption that you will have two major programs for fiscal year ending June 30, 2017, and that there may be more or fewer major programs in each subsequent fiscal year. If additional major programs are required to be audited, we estimate the additional cost at \$3,000 to \$4,500 per major program. If fewer major programs are required to be audited as major, your fees would be reduced. The fee estimate is based on determination of major programs under the guidance of the Uniform Guidance for Federal Awards and includes the impact related to testing compliance requirements under both existing cost principles and the applicable guidance of Uniform Guidance for Federal Awards for grants issued on or after December 26, 2014 and subject to this single audit.

**Moss Adams is required to meet the independence standards as defined by Generally Accepted Auditing Standards, the AICPA Code of Professional Conduct, and the US Government Accountability Office. In order to maintain our independence, the County must provide a staff member with the skills, knowledge, and experience to oversee the draft financial statement. We understand this may not be possible as the County's current accountant has resigned and will be leaving once an auditor is selected. In the event a new accountant has not been hired before the audit is completed, Moss Adams will subcontract the preparation of financial statements at the listed not-to-exceed rate of \$4,500. We strongly recommend you stay with Moss Adams, as a change in management combined with a new auditor may present unnecessary challenges to the County.

Fee Increases in Future Years

We normally assess and adjust our rate structure annually according to increases experienced in the local Consumer Price Index (CPI) and related practice management costs. In recent years, these have been in the range of 3 percent to 5 percent.

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ADDITIONAL INFORMATION

Subject	The Details
Cost Overruns	During the course of the audit, we will measure our progress against our planned budget. If situations arise that are significantly different than our expectations, we will bring them to your attention immediately and discuss various options before we proceed. We will meet weekly during the course of fieldwork with the appropriate parties to ensure there are open lines of communication between our organizations.
Progress Billing	Progress billings are based on hours and expenses completed at the time of billing. Bills are due upon receipt. We reserve the right to charge interest on accounts over 30 days past due.
Routine Phone Calls and Emails	Our policy is to not charge for short telephone calls seeking miscellaneous advice, unless those consultations require significant additional work or research. If a matter requires further follow-up, we will discuss a fee estimate with you before incurring significant time.
Expenses	Expenses include amounts incurred for travel and other expenses, such as report processing and software charges. These amounts will be billed monthly as incurred. Our engagement letter will provide an estimate of the expenses for the services to be provided.
Minor Research and Consultation	If we are requested to provide minor research or consultation service, we will estimate the number of hours necessary to provide the requested services. We will then provide a fee quote for your approval before commencing any work. Our fees for these services are generally at our standard billing rates.
Future New Audit, Review and Accounting Standards	Our fee estimate discussed herein is based on accounting and professional standards that exist and are applicable as of the date of this proposal. To the extent that future rulemaking activities require modification to our audit approach, procedures, scope of work, etc., we will advise you of such changes and the impact on our fee proposal. If we are unable to agree on the additional fees, if any, that may be required to implement any new accounting, auditing, and review standards that are required to be adopted and applied as part of our engagement, we reserve the right to withdraw from the engagement, regardless of the stage of completion.

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ABOUT MOSS ADAMS

FIRM PROFILE

Moss Adams provides accounting, tax, and consulting services to public and private middle-market enterprises in many different industries. Founded in 1913 and headquartered in Seattle, Moss Adams has 28 locations in Washington, Oregon, California, Arizona, New Mexico, Kansas, and Texas.

Our assurance services include audits, accounting, internal controls, business risk management, and employee benefit plans. Our tax services include federal, state, and local tax planning and compliance; international tax planning and compliance; cost segregation; and R&D tax credits. We also provide consulting and advisory services for mergers and acquisitions, corporate finance, valuations, business owner succession, business planning, litigation and forensic accounting, IT integration and reviews, and compensation.

We offer additional services such as investment banking and asset management by drawing on our two affiliate companies, Moss Adams Capital LLC and Moss Adams Wealth Advisors LLC.

Moss Adams is one of the 15 largest accounting and consulting firms in the United States. Our staff of more than 2,600 includes approximately 280 partners. Moss Adams is also a founding member of Praxity, AISBL, a global alliance of independent accounting firms providing clients with local expertise in the major markets of North America, South America, Europe, and Asia.

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By the Numbers

clients in every state
across the nation

103 countries served
via Praxity AISBL



527 million
dollars in revenue



104 years
in business



30+ industries
served



28 locations
across the nation



280+ partners



6:1 staff-to-partner
ratio

INSIGHTS AND RESOURCES

ONLINE PUBLICATIONS

Keeping you informed about changes in the financial landscape is one of our top priorities. We closely monitor regulatory agencies, participate in industry and technical forums, and write about a wide range of general as well as industry-specific accounting, tax, and business issues. The goal? To provide you with actionable information and guidance to help your organization succeed.



This information comes in two main forms, both delivered to you via email:

- **Alert.** Time-sensitive news about tax and regulatory changes.
- **Insight.** The big picture on accounting and business topics.



We also offer government-specific newsletters, including *Government Finance Quarterly* which delivers updates on state and local government issues, webcasts, and Moss Adams-sponsored or -hosted events.

Recent Highlighted Topics

Our professionals have also authored a series of articles on the following topics:

- Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958), Presentation of Financial Statements of Not-for-Profit Entities
 - New Accounting Standards Update Means Sweeping Changes to Not-for-Profit Reporting (October 2016)
 - Not-for-Profit Reporting Series: Improvements for Net Asset Classifications (December 2016)
 - Not-for-Profit Reporting Series: Changes in Expense Reporting (February 2017)
 - Q&A: Navigating New Not-for-Profit Reporting Standards (February 2017)
 - Not-for-Profit Reporting Series: Presentation of Investment Return and Expenses (March 2017)
 - Not-for-Profit Reporting Series: New Disclosure Requirements Highlight Liquidity Risk and Availability of Resources (March 2017)
 - Not-for-Profit Reporting Series: Cash Flow Statements Are About to Become Simpler (April 2017)

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- Uniform Guidance
 - Uniform Guidance in Focus: Subrecipient Monitoring (November 2015)
 - Update Your SEFA to Accommodate Uniform Guidance Changes (April 2016)
 - Uniform Guidance in Focus: Procurement (May 2016)

WEBCASTS



Continuing education is vitally important to us, and we're happy to share our knowledge with you and your staff. We frequently offer a wide range of topical online seminars, many of which are archived and available on demand, allowing you to watch them on your schedule—play, pause, or resume later.

The 2017 government webcast series offers the following topics:

- Annual Government A&A Update
- GASB Updates
- Government Pension Standards

Other topics covered in our webcast series include:

- Cybersecurity
- Construction Audits
- Forensic Accounting
- Performance Audits

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Seminars and Events

You'll be invited to attend a number of conferences and networking events presented by Moss Adams and distinguished guest speakers. Our events are an opportunity for you and your staff to meet our professionals, share best practices with industry peers, and earn CPE.

Upcoming Events

In 2017, professionals from our Government Practice are participating in the following events:

- AICPA Governmental and Not-for-Profit Training Program
- AICPA National Governmental Accounting and Auditing Update conference
- APPA Business and Financial Conference
- Association of Government Accountants – local chapters
- GFOA annual conference
- Oregon Government Finance Officers Association spring and fall meetings
- OSCPA winter government A&A conference

CONNECT WITH US

We offer a variety of fast and easy ways to help you stay up to date on accounting topics, events, webcasts, and more, right from your PC, tablet, or smartphone:



Connect with our firm and our people on the world's largest professional network:
www.linkedin.com/company/moss-adams-llp



We frequently tweet about events, regulatory changes, and more.
Follow us: [@Moss_Adams](https://twitter.com/Moss_Adams)



Get the latest insights, resources, and event announcements from Moss Adams, delivered right to your inbox: www.mossadams.com/subscribe



Insights, resources, and more, available through your RSS reader:
www.mossadams.com/RSS



Watch educational whiteboard sessions, webcasts, and other informative videos:
<http://www.youtube.com/mossadamsllp>

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APPENDIX

PEER REVIEW REPORT



System Review Report

To the Partners of Moss Adams LLP
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Moss Adams LLP (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations [Service Organizations Control (SOC) 1 engagement].

In our opinion, the system of quality control for the accounting and auditing practice of Moss Adams LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Moss Adams LLP has received a peer review rating of pass.

Cherry Bekaert LLP

Cherry Bekaert LLP
September 16, 2014

MOSS ADAMS LLP

Peer Review Report (Cont.)



Peer Review Program

Administered by the National Peer Review Committee

American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

November 7, 2014

Christopher G. Schmidt, CPA
Moss Adams LLP
999 3rd Ave Ste 3300
Seattle, WA 98104

Dear Mr. Schmidt:

It is my pleasure to notify you that on October 31, 2014 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is October 31, 2017. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Gray".

Larry Gray
Chair, National Peer Review Committee
nprc@aicpa.org 919 402 4502

cc: Samuel Edward Johnson

Firm Number: 10050024

Review Number 360155

Letter ID: 937205

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PROPOSAL CONTENTS

Moss Adams acknowledges the contents of this proposal will become part of the contract if accepted by the County. Furthermore, we certify we have read and understand the provided RFP and we do not anticipate any conditions will affect our performance.

CONFIDENTIAL INFORMATION

This proposal does not contain any confidential information exempt from disclosure under ORS 192.501, 192.502, or another applicable law.

CLAIMS AGAINST MOSS ADAMS

As a result of our firm's commitment to premier client service, we have a long history of excellent client retention. An important aspect of this service includes maintaining the confidentiality of our clients', and former clients', financial and business information. As a result, we avoid disclosure of client information except as necessary to provide our services. In addition, while client relationships may be terminated for a variety of reasons, including financial, project discontinuation, and change in strategy, we do not maintain records regarding such terminations.

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CONTRACT EXCEPTIONS

CURRY COUNTY
EXCEPTIONS FOR MUNICIPAL AUDIT SERVICES RFP

June 2017

This Proposal is contingent upon completion of the Moss Adams new client acceptance process and negotiation of a mutually acceptable contract. We have successfully signed professional services agreements with thousands of clients, including with Curry County, and we commit to working in good faith to successfully negotiate a mutually agreeable agreement for this engagement on a timely basis should we be awarded this contract.

With regard to the sample contract attached to the RFP, Moss Adams suggests maintaining the same changes as previously negotiated (reflected in the contract attached) as well as:

- 1) Clarifying insurance requirements, including clarifying we do not own vehicles, additional insureds are added via blanket endorsement, and notification only goes to the primary insured:

Auditor shall, at its own expense, and all times during the term of this contract, maintain in force: ...comprehensive automobile liability insurance policy including ~~owned and non-~~ owned automobiles.

County shall be named as an additional insured (~~blanket endorsement acceptable~~) under liability insurance policies provided by Auditor, except for professional errors and omissions liability insurance.

~~...Each certificate shall state that eIf coverage afforded under the policy cannot be is canceled and or restrictive modifications cannot be made. Auditor shall provide County until at least 30 days prior prompt -written notice or promptly obtain adequate replacement coverage. has been given to the county.~~

- 2) Additionally, we would expect to update the scope of work, appropriate dates, and County's responsibilities to be in line with updated professional standards, language and the final negotiated scope of work and responsibilities for this audit, including, but not limited to:

Auditor shall study and evaluate internal controls (accounting and administrative) applying additional tests required by the ~~Single Audit Act Amendments of 1996~~ Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Auditor shall make a report based on such study and evaluation as required ~~by the Single Audit Act Amendments of 1996.~~

The audit shall meet all audit requirements of Title 2 U.S. Code of Federal Regulations Part

200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).~~the Single Audit Act.~~ In addition, the Auditor shall comply with all provisions of ~~OMB Circular A-133~~the Uniform Guidance, and audit the County's compliance with GASB Model 34.

The audit shall meet all audit requirements of the ~~Single Audit Act~~Uniform Guidance. In addition, the Auditor shall comply with all provisions of ~~OMB Circular A-133~~Uniform guidance, and audit the County's compliance with GASB Model 34.

Lastly, pursuant to professional standards and firm practice, we would expect to confirm our understanding of each engagement on an annual basis in the form of an engagement letter outlining the scope of work and obligations/responsibilities specific to that year's audits.



Auditing Services Proposal
JUNE 21, 2017

SUBMITTED BY



Pauly, Rogers and Co., P.C.
12700 SW 72nd Ave.
Tigard, OR 97223
(503) 620-2632
(503) 684-7523 FAX

Contact Person: Roy R. Rogers, CPA
ROYR@RASCPAS.COM



AUDITING SERVICES PROPOSAL

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TRANSMITTAL LETTER





PAULY, ROGERS, AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97223
(503) 620-2632 ♦ (503) 684-7523 FAX
www.paulyrogersandcpcpas.com

June 21, 2017

Louise Kallstrom, County Accountant
Curry County
94235 Moore Street, Suite 125
Gold Beach, Oregon 97444

Thank you for the opportunity to present our qualifications in order to serve as auditors for Curry County for the years ending June 30, 2017, 2018 and 2019. We believe this proposal provides all the information you will find necessary about our firm and its services. We also hope this proposal shows our enthusiasm and eagerness to be your auditors.

Pauly, Rogers and Co., P.C. has been proud to provide auditing services to many governmental clients since 1947. Our audits are conducted in accordance with generally accepted auditing standards (GAAS) and, when applicable, the US General Accounting Office's *Government Auditing Standards* (GAGAS). Since the City is subject to the Single Audit Act, the audit will be conducted in compliance with Federal Audit Requirements of the Single Audit Act Amendment of 1996 and the provisions of Title 2 US Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance). However, we believe an audit should not be a rote exercise. On the contrary, it should help our client develop and enhance the capabilities of their staff and help meet the problems of the future.

The purpose of our audit will be to determine whether the Curry County's financial statements present fairly the financial position and results of operations in conformity with generally accepted accounting principles and to determine whether the County has complied with state and federal laws, regulations and other contractual provisions that may have a material effect on the audited financial statements.

In order to best serve you, our audit provides:

- ❖ A complete understanding of the work to be performed. We are available throughout the year and are available to answer questions. We will ensure that you are apprised of requirements, standards, and rulings that impact financial accounting and reporting, and related compliance. Including, an entrance conference, progress conference(s) as considered necessary and exit conference.
- ❖ A large audit staff to handle all of your needs including, significant Manager time and very seasoned staff. The Manager will supervise all fieldwork. Significant Partner planning and review time are also included.
- ❖ Review of internal financial statements as well as documentation of your internal controls structure and major business practices. Letters of communication with the governing body and communication of internal control matters for management, which provide our suggestions for improvement in your systems and detailed explanations of upcoming accounting and auditing pronouncements that are relevant to you.

- ❖ A written report on the internal control structure communicating any significant deficiencies to management and communicating our recommendations for enhancing internal controls and improving operational efficiency, if necessary. Copies of all adjusted working trial balances and adjusting journal entries, if any, at the conclusion of the audit.
- ❖ Delivery of audit reports in a timely fashion, as agreed upon. We understand the investment you make in the audit relationship in terms of dollars and time, and we are committed to providing value with every interaction.

We are currently serving many other governmental, not-for-profit entities in Oregon. We understand thoroughly the work to be done on these types of engagements; we have established excellent relationships with the Governing Bodies and Management of these entities, and we have consistently delivered audit reports on schedule. We are confident you will find our firm has the experience and ability to provide the excellent auditing and advisory services you require. **We want to be Curry County's auditors!**

Roy R. Rogers, CPA, as signer of this letter, is authorized to make representations and to execute a personal services contract on behalf of the firm. We consider the terms of this proposal negotiable, and will enter into negotiations with the Curry County if there are minor items that should be worked out. This proposal is a firm and irrevocable offer for ninety (90) days from the date of submission on June 21, 2017. We may be reached at the address and the telephone number listed on page one (1) of this letter should you have any questions.

Very truly yours,



Roy R. Rogers, Managing Partner
PAULY, ROGERS AND CO., P.C.

ENGAGEMENT TEAM



Key Staff Members and Roles

Name	Title	CPA License	Municipal License
Roy R. Rogers, CPA	Managing Partner	2148	0658
Kenny Allen, CPA, CFE	Concurring Partner	10042	1344
Matthew Graves, CPA	Partner	11121	1424
Tara Kamp, CPA	Partner	12754	1485
Michael Aloj, CPA	Compliance Manager	14637	
Hannah Sirpless	Manager		

Roy R. Rogers will act as the Engagement Partner and will be directly involved in managing and performing aspects of the audit. Kenny Allen will act as a Concurring Partner on the audit. We have found this review procedure essential in providing quality audit reports for our clients. Hannah will act as the manager on the audit. Hannah has a considerable amount of auditing experience and has led numerous engagements. Hannah also has at her disposal over twenty additional experienced auditors should the need arise.

Resumes have been provided for key staff members involved in the audit, including their credentials and history with the firm.

Rotation Policy

It is the policy of our firm not to rotate personnel assigned to an engagement unless absolutely necessary or if requested by the client. We believe that this policy enables client staff and the audit team to develop a continuing working relationship that leads to a smooth and efficient audit.

Professional Development Program

All assigned staff have received a minimum of 24 hours of continuing education in accounting and auditing within the past year, and at least 40 hours within the past two years. Our firm employs a wide range of professional development resources available through the Oregon Society of Certified Public Accountants, the American Institute of Certified Public Accountants and local colleges and universities. This program offers diversity to staff members and allows the firm to acquire specialized knowledge in key areas such as accounting and auditing.

Roy R. Rogers, CPA
Managing Partner



Bachelor of Science
Portland State University

Continuing Professional
Education in Auditing
and Accounting

Licensed CPA in Oregon

Licensed Municipal Auditor
in Oregon

American Institute of
Certified Public Accountants

Oregon Society of
Certified Public Accountants

Certified Government
Financial Manager

Certified Information
Technology Professional

Chartered Global
Management Accountant

OSCPA Past President

OSCPA Governmental
Accounting and Auditing
Committee- Chair

Oregon State Board of
Accountancy Peer
Review Committee – Past Chair

Tigard Chamber of
Commerce Past President

Tigard Rotary Past President

Roy R. Rogers is the Managing Partner of **Pauly, Rogers and Co., P.C.** The firm has grown from a staff of four to over 30 employees. He has extensive experience auditing local governments, as well as hundreds of not-for-profit entities. His work currently includes fieldwork, report preparation, planning, supervision and final reviews.

As the Engagement Partner, Roy will assist with the audit planning and the development of an audit program that will fulfill all professional standards. During the fieldwork and reporting phases, he will review all workpapers, documents and financial statements. He will also be available to the staff on difficult accounting and reporting issues.

Management Skills and Experience

Roy has been the Engagement Partner on numerous compliance and financial audits, as well as various consulting engagements. He has over 40 years of direct experience in accounting, auditing and consulting to audit clients. He manages the firm's engagements to document, evaluate and make recommendations for improvement in internal control systems.

Roy performs peer reviews for other firms, as well as risk assessments and internal control evaluations. He also speaks at state and international events on leadership and organizational excellence.

Professional Achievements

- Past AICPA Council and Committee member
- 1998 OSCP A Gold Medal Award
- Various board positions for OSCP A
- Oregon State Board of Accountancy Liaison
- Past Mayor of Tualatin
- Over 25 years of service with Washington county, serving on numerous boards and committees, including:
 - Enhanced Sheriff's Patrol Board
 - Budget Committee
 - Urban Road Maintenance Board
 - Coordinating Committee, handling County transportation issues

**Kenny Allen, CPA,
CFE**

Concurring Partner

Bachelor of Science
University of WashingtonPost-Baccalaureate Degree
Portland State UniversityContinuing Professional
Education in Auditing
and Accounting

Licensed CPA in Oregon

Licensed Municipal Auditor
in Oregon

Certified Fraud Examiner

Oregon Society of
Certified Public AccountantsGFOA Special Review
Committee

Kenny Allen graduated from the University of Washington with a Bachelor of Science degree in Administration of Justice and a Post-Baccalaureate degree in Accounting from Portland State University. He joined **Pauly, Rogers and Co., P.C.** after having worked two years as an auditor for the General Accounting Office (GAO). He was responsible for the auditing of on-site security for the Internal Revenue Service (IRS) Service Centers and Field Office. His experience with the GAO also included the internal control over the courier service that carried well over \$500 million dollars at times. Along with others, he audited the revenue cycle of the IRS, including review of all types of tax returns and revenue that came into the IRS.

With **Pauly, Rogers and Co., P.C.**, Kenny has been involved in hundreds of not-for-profit and municipal audits. He has been in a leadership position for the 15 years he's been with the firm. During that time he has successfully assisted his clients in implementing many new accounting and auditing standards. He prides himself on assisting his clients with obtaining and maintaining a high level of internal controls. He regularly attends continuing professional education courses to remain current with auditing standards.

Management Skills and Experience

Kenny has been the Engagement Partner on numerous audits at the state and local level. He has over ten years of direct experience in accounting, auditing and consulting to entities. An audit team leader for 15 years, Kenny brings strong customer service to our clients with his expertise.

Professional Achievements

- OSCP Member
- GFOA Technical Reviewer for the CAFR Program

Matthew Graves, CPA

Partner



Bachelor of Science
University of Oregon

Post-Baccalaureate
Certificate
Portland State University

Continuing Professional
Education in Auditing
and Accounting

Licensed CPA in Oregon

Licensed Municipal Auditor
in Oregon

Certified Fraud Examiner

American Institute of
Certified Public Accountants

Oregon Society of
Certified Public Accountants

Oregon Municipal Finance
Officers Association

Certified Information
Technology Professional

Government Finance
Officers Association

GFOA Special Review
Committee

Rotary Youth Leadership
Awards Participant

Matt Graves received his Bachelor Degree in Business Administration from the University of Oregon, and his Post-Baccalaureate Certificate in Accounting from Portland State University. He joined **Pauly, Rogers and Co., P.C.** having worked five years in operations for Wells Fargo Bank. He has extensive experience auditing both governmental and not-for-profit entities, having been an Engagement Partner on numerous engagements and acting as the firm's Audit Manager for two years. Matt is a key contributor in developing the audit programs and workpaper templates the firm uses, as well as assisting in implementing new auditing standards annually.

Matt has assisted many cliental in implementing new accounting pronouncements and has made numerous presentations at conferences and regional meetings.

Matt goes to great lengths to make himself available to clients so that he can answer questions and help solve problems, and consult with client staff regarding any proposed transactions or changes in policies. His top priority is to develop an audit plan with his clients, including a timeline for expectations of audit deliverables and communication of any and all audit results to management and, if applicable, the governing body.

Professional Achievements

- OSCP Member
- GFOA Technical Reviewer for the CAFR Program

Tara Kamp, CPA

Partner



Bachelor of Science
Portland State University

Continuing Professional
Education in Auditing
and Accounting

Licensed CPA in Oregon

Licensed Municipal Auditor
in Oregon

American Institute of
Certified Public Accountants

Oregon Society of
Certified Public Accountants

Past OSCP Education
Foundation Board
of Directors

Past Volunteer for the OSCP
Accounting and Auditing
Project Team

Oregon Municipal Finance
Officers Association

Past GFOA Special Review
Committee

Tara graduated with honors from Portland State University with a Bachelor of Science degree in Business Administration with an emphasis in Accounting. She has extensive governmental and not-for-profit experience, including being the Engagement Partner for many governmental clients. Throughout the year she goes to great lengths to make herself available to clients so that she can answer questions and help solve problems, and consult with client staff regarding any proposed transactions or changes in policies.

Management Skills and Experience

- GASB 34 implementation and continual compliance, including the set-up of government-wide trial balance and conversions from governmental fund financial statements to the full accrual statements
- GASB 45 implementation and advising clients on the need for actuarial valuations and footnote disclosures in accordance with Governmental Finance Officers Association (GFOA) standards
- GASB 54 implementation including providing one on one client training and tools to make the implementation process smooth
- Provided many client training sessions on various accounting and internal control related topics
- Previously a GFOA Technical Reviewer for the CAFR Program

Michael Aloï, CPA

Compliance Manager

Bachelor of Science
In Accounting
Canisius CollegeMaster of Business
Administration in
Professional Accounting
Canisius CollegeMaster of Library and
Information Studies
State University of
New York at Buffalo

Licensed CPA in Oregon

Michael Aloï received a Bachelor Degree in Accounting and a Master's Degree in Business Administration in Accounting from Canisius College in New York. Michael has been involved in numerous engagements. He has extensive audit and review experience, including all phases of the audit and review process. Michael will review all facets of the audit, together with the planning and development of a program that will fulfill all professional standards and requirements applicable to the organization.

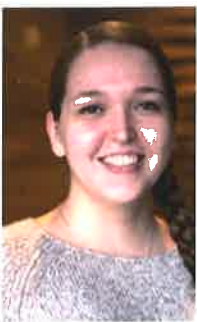
During the fieldwork and reporting phases, Michael will assist with any difficult accounting and reporting issues, provide technical support for the engagement team, and assist the engagement team with implementing new auditing standards. He is very detail-oriented and spends significant time researching standards and regulations to ensure compliance with the proper rules and regulations. He will review the audit report and financial report to ensure they have been prepared accurately. Michael goes to great lengths to make himself available to the engagement staff and clients so he can answer questions, help solve problems, and consult with client staff regarding any proposed transactions or changes in policies.

Management Skills and Experience

Michael has worked on numerous audit engagements, including over 90 municipal audits. He is also very familiar with Single Audit Requirements.

Hannah Sirpless,

Manager

Bachelor of Science
Oregon TechMasters Degree in
Business Administration
George Fox University

Hannah Sirpless graduated cum laude with a Bachelor's of Science degree from Oregon Tech with an accounting focus. She went on to graduate from the Masters program at George Fox University. Hannah will supervise all on-site facets of the audit, together with the planning and development of an audit program that will fulfill all professional standards and requirements applicable to you.

During the fieldwork and reporting phases, Hannah will assist with any difficult accounting and reporting issues, participate in fieldwork, and provide on-site review with technical support for the audit team. She will be assisted by one or two additional staff accountants with experience conducting over fifty audits each. Hannah goes to great lengths to make herself available to her clients so she can answer questions, help solve problems, and consult with client staff regarding any proposed transactions or changes in policies.

Management Skills and Experience

Hannah has worked on numerous audit engagements, as well as leading audit teams who performed single audit engagements.

EXPERIENCE AND EXPERTISE



Audit Clients with Similar Services

This data shall not be disclosed outside the Curry County or be duplicated, used or disclosed in whole or in part for any purposes other than to evaluate the proposals provided, that if a contract is awarded to us as a result of or in connection with the submission of such information, the County shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the County's right to use information contained herein if it is obtained from another source.

Current Clients	Primary Contact and Title	E-mail/Telephone
City of Ashland	Cindy Hanks Accounting Division Manager	hanksc@ashland.or.us 541-488-5300
Linn County	Dave Alderman Linn County Accounting Officer	dalderman@co.linn.or.us (541) 967-3806
Hood River County	Sandra Borowy Finance Director	Sandi.borowy@co.hood-river.or.us (541)-387-6824
City of Corvallis	Nancy Brewer Finance Director	nancy.brewer@corvallisoregon.gov (541) 766-6990
Columbia County	Jennifer Cuellar Finance Director	Jennifer.cuellar@co.columbia.or.us (503) 397-4322
City of North Bend	Laurie Hall Finance Director	lhall@northbendcity.org (541) 756-8575
City of Troutdale	Erich Mueller Finance Director	emueller@troutdale.or.us (503) 674-7231

This is only a partial list of audit clients that have similar needs. Since we serve over **150** total engagements in the state of Oregon we did not include them all. Please contact us if you would like additional listings of our clients.

Disciplinary Action

There are no current and pending actions against the Firm, it's partner's or any staff members, for the past five years.

There also has not been any settled litigation or any current or threatened litigation during the past five years.

There have been no allegations alleging breaches of contract services.

Experience in Conducting Single Audits

Due to our extensive experience with municipal and not-for-profit engagements, **Pauly, Rogers and Co., P.C.** has developed specialized audit programs and procedures to ascertain compliance with the many requirements of the Single Audit Act Amendments of 1996 and US Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements of Uniform Guidance, the Oregon Revised Statutes and other state and federal audit and reporting requirements. Our professional library contains all available specialized audit programs for federal financial assistance programs. Over 30 of our current engagements have Single Audits.

Expertise Outside Traditional Audit Functions

Our firm prides itself on being an expert in the industry of accounting and auditing. We understand the industry and the operations beyond financial reporting. As a result of our experience, we have been asked by many of our clients to perform agreed-upon procedures engagements for circumstances which fall outside the scope of the financial audit. Examples of these engagements are listed below. We encourage all of our clients to tap into our extensive knowledge base whenever the need arises for a financial study to be performed.

Accounting and Taxation

- Payroll and income tax reviews
- Cost accounting and recovery systems
- Accounting seminars and presentations
- Accounting systems development
- Accounting policy manual development
- Review and application of State budget laws
- Comprehensive financial statement presentation and drafting

Management Advisory Services

- Efficiency studies
- Staff selection
- Analysis of Business Office staffing
- Development of various management information systems and schedules

Financial Management

- Business and financial plans
- Assistance in preparation of official statements covering sale of bonds
- Cash flow analysis
- Assistance in preparation of annual Moody's report for bond rating

APPROACH TO THE ENGAGEMENT



Approach to the Engagement

Annually, our firm develops and updates audit programs for all of our audit clients. This process involves the firm's Partners and Managers, and is designed to develop programs that meet all professional standards of the American Institute of Certified Public Accountants and the *Minimum Standards for Audits of Oregon Municipal Corporations*. At this time, Hannah Sirpless would contact County's personnel to discuss areas of emphasis, timing of fieldwork and reporting or other ways our firm can better meet the needs of the County.

Proposed Segmentation of the Engagement

To help provide timely audit reports, we normally perform interim work during a mutually agreeable time within the last several months of your fiscal year. We will send an "Audit Itinerary" early in the fiscal year which includes your audit team contact information as well as interim and final audit preparation lists. We encourage the use of our secure electronic delivering system, "ShareFile", which is very similar to Dropbox, in that it is any easy and convenient way to send and receive information much more securely than email. This new system enables us to receive information as it becomes available and will help in making the audit more efficient.

In conjunction with the County's personnel, we will schedule a period of time to complete the final work at the County. The audit team would usually consist of two to three accountants. During this time, we will complete our testing of the internal control system and begin substantive testing of the County's accounts.

Once we get a copy of the final general ledger we will perform an initial analytic review that will highlight areas where there may be significant changes from prior years. We will then determine if these changes are reasonable and this will dictate the level of risk and testing to be applied to each area of the audit.

The reporting phase of the engagement will be initiated in the field and completed in our office after completion of on-site fieldwork. The reporting phase would be handled by Hannah Sirpless. This phase of the audit will include completion of our audit files, analysis and comparisons, as well as a detailed review of **all sections** of the financial statements.

The review component of the audit includes a review of all workpapers, documents and the financial reports. The Concurring Partner also performs a technical review of the financial statements and reviews the workpapers for completeness. The Concurring Partner also reviews any important accounting issues, the communication of internal control matters and communication with the governing body, if applicable, and the attorney letter.

Understanding the County's Internal Controls

During interim work, we perform a review of the accounting records in use and conduct an evaluation of internal control as required by generally accepted auditing standards and, when applicable, *Government Auditing Standards*. Our process of gaining an understanding of internal control entails interviewing various accounting staff to develop written walkthrough documents that highlight key controls and control weakness, filling out control checklists, as well as discussions with supervisory staff on areas where controls may be lacking. Any deficiencies encountered in the accounting records or internal control, together with our recommendations, will be discussed with Management at that time. This procedure may permit implementation of corrective action prior to issuance of the audit report and management letter. The work to be performed would include documentation of our understanding of the

County's system of internal accounting controls, initial testing of the accounts payable controls and payroll controls, and initial testing of management's reconciliation procedures for higher risk balance sheet accounts such as cash and investments. Our audit procedures will be developed to target risks identified during our risk assessment of all account balances and transaction classes.

Review of Laws and Regulations

We can document the County's compliance with many of the laws and regulations applicable to an audit of Generally Accepted Accounting Principles, Oregon Municipal Audit Law and related administrative rules, and Federal, State and Other Agency rules and regulations related to expenditures of Federal Awards. Review of GAAP items such as proper reporting and treatment, OMS standards of budget laws, insurance, and Average Daily Attendance reports, as well as Single Audit items such as allowable cost, Davis-Bacon Act and procurement procedures. Any problems encountered during our interim tests will be discussed with the Management at the conclusion of our on-site interim fieldwork.

Since the County will need an audit in accordance with the Single Audit Act, we would begin our study and evaluation of the internal control system governing the federal financial assistance programs and begin to assess control risk. This is performed using checklists and procedures developed through years of experience and the most current authoritative guidance. We will also thoroughly research the federal grants selected and use all the Uniform Guidance and compliance supplements for all areas that we test. Samples are taken and tests performed to ensure processing of data in accordance with prescribed policies and procedures and good management practices. All samples will be the product of "random" sampling, and sample sizes are in accordance with GAO's government auditing standards requirements and will be large enough to assess the control risk at the low level.

Extent of Analytical Procedures and Sampling

The substantive testing will include independent confirmations where practical and needed, or examination of subsequent activity, when efficient. Our procedures will include testing the reconciliation of the County's property tax receipts with those of the County Treasurer, confirmation of revenues received from the State of Oregon and confirmation of any other significant grants or revenues. Tests of expenditures will include sampling of both accounts payable and payroll cycles to ensure adequate coverage. Sample sizes and statistical methodologies will be chosen and differ depending on the risk, activity, and strengths and weaknesses of an audit area. On certain accounts we will perform detailed analytic work that would entail predicting the ending account balance and comparing that with the actual balances, and then determining if the difference is reasonable. If not, we would perform additional tests on that account. We will also perform detailed substantive tests on all other significant balance sheet and statement of activities accounts.

We would complete the grant compliance review during this phase. Our program guides will be completed and conclusions documented relating to the assertions implicit in grant compliance and financial reporting.

Computerized Methods

Our firm has developed computerized audit techniques that will be used for analytical review purposes and report preparation. These procedures will be a standard part of fieldwork. These techniques allow us to increase sample sizes and decrease detection risk. Because the summarization and calculation of the data is done on the computer, increases in audit time are minimal. This benefits our clients by providing a timely product and the increased efficiency provides the product at a competitive fee. In addition to computer assisted audit techniques **Pauly, Rogers and Co., P.C.** uses a software package to assist with auditing that allows us to increase audit efficiency while reducing the use of almost all paper. Programs such as QuickBase, ShareFile, and Creative Solutions Accounting help us in achieving our end result.

Audit Approach and Experience

Because of our extensive experience with governmental audits, we are able to focus on the critical areas and perform the audit in the most efficient manner possible. We can offer valuable suggestions to the County, as well as compare your procedures with other similar entities. These advantages have kept us in the forefront of municipal auditing in Oregon.

The approach to subsequent years' engagements would be substantially the same as the approach described above, with modifications made where necessary due to new information obtained in a subsequent audit. Each year we will determine what areas are at high risk and direct our audit to these areas. Our firm audits many clients that have fully integrated general ledger packages, so auditing these types of systems is not new to us.

We do not foresee any anticipated issues with the audit of the County. However, it is possible that issues will arise during the course of the audit. We will keep you up to date of any major audit issues as we become aware of them.

Ability and Willingness to Provide Constructive Suggestions

In general, as we audit and advise clients, major issues are addressed and solved. We then rely on conversations with client management to address minor issues, and advise upper management and the boards of our clients when major issues arise. We are not shy in discussing sensitive topics with any level of management. We never blind-side our clients with un-reviewed management letter comments, and are agreeable to modifying language that does not dilute the message but enhances readers' understanding of issues.

Use of the County's Personnel

This proposal is based on the anticipated cooperation of County's personnel and the assumption that the County's books will be balanced, reconciled and all accruals made. It is also understood that the County will prepare all mutually agreed-upon internal financial schedules. The schedules we request the County to prepare are no more than those which would be required to prepare a hard, well-documented close of the books at year-end.

We request the County prepare all confirmation letters, retrieve documents, answer questions and, of course, prepare the financial statements as early in the audit process as possible so that we can audit the financials. If the County chooses to engage us to prepare the financial statements, we request all information necessary to complete the audit be provided by the County to the auditors no later than thirty (30) days prior to the date of requested final report issuance, and that the books be closed and a balance sheet and statement of revenues and expenditures be prepared from your accounting system before we arrive for the final audit fieldwork.

During testing, we will request accounting office staff to locate invoices, purchase orders, shipping documents and canceled checks. Also, we will request receipts, purchases documentation, payroll documents and reconciliations or supporting documents for transactions testing.

Timeline for Completing the Engagements

Audit Milestone	Description	Timing	Hours
Written Work Plan and Planning	The audit program will be written by Hannah & Roy including any special procedures developed after meeting with the County. The engagement letter and planning will also be executed during this time.	July	20
Interim and Compliance Work	Internal control, audit risk and materiality would be evaluated. Initial compliance work will begin.	Aug	120
Audit Fieldwork	Audit fieldwork will be conducted at an agreed-upon time when the books are closed. The exit conference would occur immediately upon completion of the fieldwork, and would include a discussion of our study of the internal control system and the observations and conclusions from it. Also, we would communicate any potential findings and recommendations.	Sept-Oct	150
Draft and Review Reports	Preparation of the audit file and financial reports, including technical and second Partner review.	Nov	136
Presentation and Delivery	The final reports will be printed and delivered by the agreed-upon date.	Nov-Dec	12
TOTAL			438

AUDIT SERVICES FEES



Audit Fees

Our not-to-exceed fees for the years ending June 30, 2017, 2018 and 2019 for Curry County are listed below. The fees are based on the anticipated cooperation of the County's staff, and on the assumption that the books will be closed, balanced and all appropriate accounts reconciled to the detail and that the trial balance will have been prepared and made available to us before we begin our final fieldwork. It also includes the auditing standards in effect for this year, but not changes in standards or potential scope of work changes that might occur in future years. **These fees are inclusive of all staff time, all services outlined below and all of our out-of-pocket expenses for travel, supplies, printing and binding up to ten copies of the County's financial statements.** We also provide an electronic copy.

Services	For Year Ending June 30, 2017	For Year Ending June 30, 2018	For Year Ending June 30, 2019
Annual Audit	34,000	35,900	38,300
Financial Statements	7,500	8,000	8,500
Single Audit	3,500	3,600	3,700
Total	45,000	47,500	50,500

Telephone calls from the Curry County seeking advice or assistance are welcomed anytime during the year, and such calls are anticipated as part of the total proposed fee. Our willingness to provide minor technical assistance throughout the year without billing for additional services has been one of the trademarks of **Pauly, Rogers and Co., P.C.** A great deal of discussion is expected to occur during the year, all of which helps the auditors, as well as the County properly deal with issues as they arise.

Rates for Additional Professional Services

Pauly, Rogers and Co., P.C. can provide the County with a variety of services in addition to the annual audit. Special reports, projects or other work undertaken at the client's request is billed at the following hourly rates for 2017: Partner \$190, Manager \$140, Associate and Staff Accountant \$110 and Support Staff \$55. At the time of the request, we would estimate the fee to be charged and seek written approval of that fee. Special projects could be unit-priced or receive a reduced fee if they were scheduled at times when we are less busy with audit work.

Experience the Eide Bailly Difference



June 20, 2017

Proposal for Audit Services

Curry County

Eide Bailly LLP

Jodi Daugherty, CPA

Partner

877 W. Main Street, Suite 800

Boise, ID 83702

208.424.3512

jdaugherty@eidebailly.com

ORIGINAL



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Executive Summary

Thank you for giving Eide Bailly LLP the opportunity to propose on audit services. We are confident Curry County (the County) will benefit from Eide Bailly's extensive audit experience and believe we are the right firm for you.

Governmental Industry Experience

"We Get Governments!" It is more than just an understanding of government auditing and reporting. We understand the operational and political aspects of our government clients. We are excited about government work and commit the necessary resources to show our clients that doing government audits is more than just filling a gap of time outside of our busy tax season.

Our team understands how to work with, and best serve, counties. Throughout the firm we perform audit and accounting services for more than 20 counties throughout the nation ranging from small to some of the largest in Oregon, Utah, Idaho, Colorado and Nevada. We will be able to draw upon the expertise and experience from these clients and apply them to the County.

Our firm annually performs more than 130,000 service hours for more than 550 government audit and assurance engagements within the government industry. These engagements include over \$9.5 billion in single audit expenditures each year. Additionally, we are involved in the AICPA's Governmental Audit Quality Center, State and Local Expert Panel and the review committee for the GFOA's Certificate of Excellence for Achievement in Financial Reporting. We have also provided speakers for the Oregon Government Financial Officers Association's (OGFOA) spring conference.

Each year we sponsor 8 hours of free CPE for our governmental clients in the Portland area, which your accounting personnel will be invited to attend.

Transition

We will work with the County to ensure a smooth, seamless transition. Our refined process will allow you to focus on day-to-day activities, instead of training our staff. We have successfully transitioned several governmental entities from other accounting firms. In our first year with Rogue Community College located in Grants Pass, they mentioned the audit went better than expected and had exceeded their expectations even though the audit team was located in Boise, Idaho.

Timeliness

We will meet the expected deadlines. By engaging in thorough audit planning, we begin each engagement with a strong understanding of the various deadlines for each of the financial and single audits and the steps involved along the way to meet these deadlines. An audit project plan will be developed between our team and management and then followed closely. We will work with the management team to customize our auditing services and specific timelines to their needs. We believe in clear, up-front and open communication with no surprises.

We Want to Work with You

The following pages highlight our strengths as a Firm and demonstrate why Eide Bailly merits serious consideration. Know that you will be a highly valued client. Our people would be proud to work with Curry County and build a trusting relationship with your team. Please contact me at 208.424.3512 or jdaugherty@eidebailly.com if you would like to discuss any aspect of this proposal.



Jodi Daugherty, CPA
Partner

Key Staff

Jodi Daugherty will lead the team and serve as Engagement Partner, Lealan Miller will assist the team as the Technical Review Partner, Kristin Diggs will serve as the Senior Manager, Morgan Browning will serve as the Audit Manager and Anish Patel will serve as the Relationship Manager. In addition, the County will be assigned a Senior Associate and 1-2 staff to the engagement.

These professionals have extensive government experience and a desire to work with the County. If awarded this engagement, these individuals will serve as your primary contacts.



Senior Associate and Staff

Once we determine the timing that works best for the County, we will assign an experienced senior associate and staff to your engagement. Most of our seniors have more than two years of experience in public accounting, and several specialize in governmental auditing and reporting. We require Yellow Book compliance for all members of our assurance staff. This means no fewer than 24 hours of specific Government Education courses every two years. Most members of our audit staff significantly exceed that amount.

Staff Continuity

To help ensure a strong business relationship and to minimize disruptions, we keep staffing changes to a minimum. Compared to the national average, Eide Bailly experiences a high retention rate which translates to providing our clients with consistent service teams. We will strive for continuity of staff for your engagement. With this continuity comes quality, as team members' knowledge of your organization grows from year to year. Should the need arise to change any of the key engagement personnel, we will notify the County and provide the qualifications of the proposed replacement. Upon your approval, new engagement personnel will join your service team.

Key Staff

Description of Team Members

All assigned key professional staff are licensed certified public accountants in good standing. A majority of states, including Oregon, have adopted mobility legislation – which is a practice privilege that generally permits a licensed CPA in good standing from a substantially equivalent state to practice outside of his or her principal place of business without obtaining another license. All assigned professional staff have complied with governmental qualification standards, including governmental continuing education requirements.

Your service team has extensive experience in the government industry. You will find comprehensive profiles for each team member in **Appendix A**. The following information will provide an overview of your service team.

Jodi Daugherty, CPA, Oregon Municipal Auditor – Engagement Partner



Jodi will serve as the Engagement Partner and will be responsible for overseeing and reviewing the audit. She has more than 20 years in public accounting with government experience throughout her career. Jodi has partner responsibility on a number of similar clients, including Canyon County, Kootenai County, Western Oregon University, Salem Housing Authority, City of Nampa, Nampa Development Corporation, Ada County Highway District, City of Caldwell, Boise School District, Valley Regional Transit, Nampa School District, and College of Western Idaho.

Jodi is a member of the Association of Government Accountants (AGA) and holds the CPA designation. She has presented at past sessions of the OGFOA's Spring Conference, and her Oregon Municipal License number is 1583. Jodi's Idaho license (No. CP-3621) qualifies under Oregon's mobility rules and regulations. Therefore she does not have a separate Oregon License, but is listed on the Oregon Municipal Auditors Roster.

Lealan Miller, CPA, CGFM, Oregon Municipal Auditor – Technical Review Partner



Lealan will serve as the Technical Review Partner. He will provide technical support to the audit team when needed and will work with Jodi to ensure any technical issues are communicated to management. He has more than 26 years in public accounting and possesses a high level of insight in the government industry. Lealan is currently the Chair of the Firm's Governmental Services Group which oversees the governmental audit practice across all offices of the Firm. Some of his government clients include Deschutes County, City of Grants Pass, Rogue Community College, Treasure Valley Community College, City of Boise and is the Quality Review Partner for Jefferson County, CO.

Lealan served a three year term as a member of the AICPA's State and Local Government Expert Panel and is currently a member of the Governmental Accounting Standards Advisory Council (GASAC). The GASAC is responsible for consulting with the GASB on technical issues on the Board's agenda, project priorities, matters likely to require the attention of the GASB, selection and organization of task forces and such other matters as may be requested by the GASB or its chairman. Lealan has presented various accounting and auditing topics at national, regional and local CPE programs and is a member of the AGA. He is also a member of the GFOA and serves on the Special Review Committee, which reviews all CAFR's that are submitted to the GFOA as part of its Certificate of Achievement program.

Lealan's Oregon Municipal License number is 1351 and his Oregon State License number is 9418.

Key Staff

Kristin Diggs, CPA, Oregon Municipal Auditor – Senior Manager



Kristin will serve as the Senior Manager and will supervise and coordinate the activities of the engagement with Morgan, Anish and the staff assigned to the job. She has more than 11 years in public accounting with experience in the governmental industry throughout her career.

Kristin's experience includes a number of similar Oregon Municipalities and Single Audit clients. A few include Deschutes County, City of Grants Pass, Rogue Community College, Western Oregon University, City of Meridian, and the Northern Wyoming Community College District. Kristin has extensive experience in managing complex local governments such as the

County. This means she will be able to handle the complexity of the County's audit, and manage the audit team while meeting the agreed upon deadlines in the most efficient manner. This will allow County personnel to spend more time on their day-to-day jobs during the audit.

Kristin holds the CPA designation and her Oregon Municipal License number is 1528. Kristin has also presented at the OGFOA's Spring Session. Her Idaho license (No. CP-4464) qualifies under Oregon's mobility rules and regulations.

Morgan Browning, CPA– Audit Manager



Morgan will serve as the Audit Manager and will work closely with Kristin and the audit team to ensure timely delivery of quality services. Morgan has more than 11 years in public accounting with experience in the government industry throughout his career.

Morgan's past experience includes working with variety of government clients, including cities, school districts, pension plans, specialty districts and associations. Morgan holds the CPA designation and his New Mexico license (No. 6123) qualifies under Oregon's mobility rules and regulations.

Anish Patel, CPA – Relationship Manager



Anish will serve as the Relationship Manager and will spend a majority of his time on-site, working with Jodi, Kristin, Morgan and the staff assigned to address the day-to-day activities.

He has more than six years in public accounting with experience in the government industry. Located in the Portland area, Anish will help maintain a strong client relationship by being available to meet with the County at a moment's notice, if the need arises. Anish will also work closely with and supervise the Senior Associate and Associates assigned. Having local professionals will benefit the County by reducing travel costs. Anish and Morgan will work closely together to ensure the County receives quality services by professionals with local

presence and who understand the region in which they operate.

Anish's government experience includes the Washington State Investment Board, Boise City, Washington State Lotter and Idaho State Lottery. His Idaho license (No. CP-5339) qualifies under Oregon's mobility rules and regulations.

Key Staff

Continuing Professional Education (CPE) Opportunities

Because we are committed to the governmental industry, we provide our clients, potential future clients, non-clients and our own professionals with specific, ongoing training related to governmental issues. This investment ensures not only our people, but the public sector in general stays current on the unique challenges and opportunities that are present so that as many people as possible are in the best position to address these issues.

Each year we sponsor 8 hours of free CPE for our governmental clients and business friends in the Portland area, which your accounting personnel are invited to attend.

Firmwide, our continuing professional education program requires all professional staff obtain education that exceeds the requirements of the AICPA and where applicable, Government Auditing Standards. This past year Eide Bailly provided our client service professionals with an average of 54 hours of professional education, compared with the 40 hour accounting industry requirement.

Our governmental professionals obtain continuing professional education through the following means:

- Government-specific seminars sponsored by the AICPA
- Seminars sponsored by the Government Finance Officers Association (GFOA)
- Involvement with local chapters of the AGA and GFOA
- Eide Bailly seminars specific to governmental issues which are taught by our experienced managers and partners and also nationally recognized experts in governmental accounting. We held our most recent Portland, OR update on April 26, 2017.

By expanding our knowledge of issues important to governmental organizations, we are able to provide more in-depth, knowledgeable solutions to our clients.

Several of the team members have provided training in various government subjects at the national and regional level. The subjects have included governmental accounting and auditing updates, implementation issues related to GASB 68, fraud in the governmental industry, financial statement analysis in the governmental arena, single audit updates, and OMB's Uniform Administrative Requirements effective now for federal grants and single audit as of June 30, 2016.

Eide Bailly also offers a number of general and industry-specific publications. These publications are a reflection of our skilled knowledge base and are designed to provide you with insight into various aspects of business. Our "Government Insights" newsletter would be of particular interest to the County.

Current Municipal Clients

Government Experience

We are confident the County will benefit from working with Eide Bailly. Our extensive governmental experience and knowledge positions us to be the right firm for you. Throughout the nation we serve more than 550 governmental clients, including counties, cities, colleges and universities, hospitals, housing authorities, school districts, state agencies, and tribal entities.

Firm wide we provide government audit services to various counties, including Deschutes County, OR; Ada County, ID; Kootenai County, ID; Canyon County, ID; Jefferson County, CO; Clark County, NV; and Washoe County, NV.

Throughout the Firm, Eide Bailly has 200 full-time professionals who participate in our Governmental Services Group. These professionals share information, learn from others and stay up to date on industry developments. To gain the greatest benefit, the knowledge is shared with professionals across the Firm. For more than 50 years, our clients have put their trust in the services of our governmental audit teams.

These services include auditing governmental financial statements; evaluating the internal control structure, assessing control risk, and performing tests of controls; and testing compliance with applicable laws and regulations in accordance with *Government Auditing Standards*.

We have an extensive Information Technology (IT) group that is an important part of the audit team. This group has experience planning, implementing, supporting and calculating business technology systems and security programs in the public, private and nonprofit sectors. Their experience also includes operations, security and software development auditing, internal vulnerability testing, and external penetration testing. Many of the group members are CISSP, CISM, and CISA certified.

Single Audit Experience

Eide Bailly has extensive experience providing single audits related to federal expenditures which ensure our clients remain compliant. Our single audits include an audit of both the financial statements and the federal awards. We also assist in the preparation of the data collection form and prepare the reporting package for submission to the federal audit clearinghouse. Eide Bailly audits more than \$9.5 billion in federal expenditures, which provides us with extensive experience in single audits. We have experience performing audits on several of the same federal programs relating to the County. This will enable us to perform the single audit in a more efficient manner with little disruption to your accounting personnel.

Paired with our many years of experience, we are qualified to effectively work with the County to ensure that federal requirements are met. This involvement ensures our staff members are aware of regulation changes which reduces your staff's need to do so, including the recent changes in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Please refer section **Project Approach** for details on how the Single Audit will be incorporated and completed during the course of our engagement.

Current Municipal Clients

We have provided a summary list below of a few current government clients the Boise office currently serves with similarities to the County:

Governmental Clients Served from the Boise Office		
Client Name and Dates	Client Since:	Scope of Services
Ada County Auditor, Idaho	1998	Financial Statement/Single Audit/CAFR
Ada County Highway District, Idaho	1993	Financial Statement/Single Audit
Boise City, Idaho	1993	Financial Statement/Single Audit/CAFR
Canyon County, Idaho	2013	Financial Statement/Single Audit/CAFR
Capital City Development Corp, Idaho	1993	Financial Statement/Single Audit
City of Buckeye, AZ	2009	Financial Statement/Single Audit
City of Caldwell, Idaho	1993	Financial Statement/Single Audit
City of Grants Pass, OR	2013	Financial Statement/Single Audit/CAFR
City of McCall, Idaho	1994	Financial Statement/Single Audit
City of Meridian, Idaho	1998	Financial Statement/Single Audit
City of Nampa, Idaho	2006	Financial Statement/Single Audit/CAFR
Deschutes County, Oregon	2014	Financial Statement/Single Audit/CAFR
Grants Pass Redevelopment Agency, Oregon	2014	Financial Statement/Single Audit
Idaho Housing & Finance	2002	Financial Statement/Single Audit
Idaho State Lottery	2001	Financial Statement/Single Audit
Idaho State Treasurer's Office	2014	Financial Statement/Single Audit
Kootenai County, Idaho	2016	Financial Statement/Single Audit/CAFR
Legislative Services Office, Idaho	2014	Financial Statement/Single Audit
Meridian Development Corporation, Idaho	2005	Financial Statement/Single Audit
Nampa Development Corporation, Idaho	2008	Financial Statement/Single Audit
Rogue Community College, Oregon	2012	Financial Statement/Single Audit/CAFR
Treasure Valley Community College, Oregon	2011	Financial Statement/Single Audit
Washington State Lottery	2009	Financial Statement/Single Audit/CAFR
Western Oregon University	2016	Financial Statement/Single Audit

In addition, throughout the firm we provide services to the following counties:

• Benton County (IA)	• Elko County (NV)	• Mountrail County (ND)
• Burke County (ND)	• Eureka County (NV)	• Pershing County (NV)
• Churchill County (NV)	• Fillmore County (MN)	• Slope County (NV)
• Clark County, (NV)	• Jefferson County (CO)	• Summit County (CO)
• Douglas County (CO)	• Linn County (IA)	• Wallowa County (OR)
• Dubuque County (IA)	• Louisa County (IA)	• Washoe County (NV)
• Elbert County (CO)	• McKenzie County (ND)	• Williams County (ND)

References

Below you will find details of several clients with similarities to the County. Eide Bailly was the primary auditor on each of these engagements and each was completed on time, on budget and adhered to a high quality standard. We have also provided contact information and we encourage you to contact these clients to learn more about their Eide Bailly experiences.

Client References	
Client	Contact
Deschutes County 1300 NW Wall St., 2 nd Floor Bend, Oregon 97703	Jeanine Faria, Accounting Manager jeanine.faria@deschutes.org Ph. 541.388.6570
Kootenai County 451 Government Way Coeur d'Alene, Idaho 83814	Dena Darrow, Finance Director ddarrow@kcgov.us Ph. 208.446.1665
Ada County 200 W Front St. Room 1199 Boise, Idaho 83702	Kathleen Graves, Controller kathleeng@adaweb.net Ph. 208.287.6884
Canyon County 1115 Albany St. Caldwell, Idaho 83605	Zach Wagoner, Controller zwagoner@canyonco.org Ph. 208.455.6080
City of Grants Pass 101 NW A Street Grants Pass, Oregon 97526	Tammy Canady, Accounting Supervisor canady@grantspassoregon.gov Ph. 541.450.6000
Boise City 150 N Capitol Blvd Boise, Idaho 83701	Lynda Lowry, Director of Finance lflowry@cityofboise.org Ph. 208.384.3722

About Eide Bailly

Eide Bailly Background

Founded in 1917, Eide Bailly is a Top 25 CPA firm in the nation, with 29 offices in 13 states. The County will be served from our Boise, Idaho office.

You will find professionals at Eide Bailly who have a genuine interest in helping you and your business grow and succeed. Our clients benefit from local, personal service and, at the same time, enjoy access to 1,700 professionals with diverse skill sets and experiences. The following map identifies Eide Bailly's office locations and client locations throughout the nation.



Boise Office

Our Boise office has developed a team of partners and managers who specialize in the government industry, conducting more than 60 government audits annually. With more than 40 audit professionals who specifically work with the government industry, the Boise office regularly partners with other offices throughout the firm in serving Governmental clients.

This approach brings together the most qualified team as well as those who know and understand the County.

Peer Review

Eide Bailly is a member of the American Institute of Certified Public Accountants. Our membership with the AICPA requires a third-party peer review of our audit and accounting practice every three years. Refer to **Appendix B** for a copy of our current peer review report. The peer review included government entities as part of the sample of clients reviewed.

Fee Proposal

We propose the following fees based on our understanding of the scope of work and the level of involvement of the County staff:

Curry County - Fees Breakdown	
	2017
Audit of the Financial Statements for Curry County	\$ 70,000
Single Audit Report*	8,500
Preparation of the financial statements for Curry County	12,000
Preparation of the financial statements for 4H & Extension Services, if required	4,000
Preparation of the financial statements for Public Transit, if required	3,000
Out-of-Pocket Fees	Included
Total	\$ 97,500

*Accounts for two (2) federal programs. Any additional programs will be performed at a rate of \$4,500 each.

Fee Philosophy

We understand you may require additional services from time to time. Our fees are based on the complexity of the issue and the experience level of the staff members necessary to address it. In the event you request additional services, Eide Bailly will obtain your agreement on fees before such work would commence. In other words, there will be no “surprises” or hidden fees.

Billing Policy Regarding Telephone Inquiries

We have found that clients appreciate access to all of their service team members. We embrace this need and will ensure all our team members are available to service your questions and issues. This level of service is included in the scope of the engagement. If a particular issue surfaces that falls outside the scope of this engagement, we will bring it to your attention and obtain approval before proceeding on a path of resolution.

Additional Services

One of our strong points is our ability to answer operational and advisory questions. Our clients feel comfortable calling us for input and advice on their ideas. Consulting with Eide Bailly can help the County “look before they leap” into projects and allows us to be proactive in helping the organization structure the events or projects to your best advantage. Our hourly rates depend on the level of professional and the complexity of the project.

We provide various consulting and training projects for our governmental clients. These consulting engagements include GASB standard implementations. For example we have worked with the California State Controller’s office for the past two years regarding GASB 68 implementation. We have provided grant training relating to the new requirements for the Idaho Department of Health and Welfare. The first year was so well received that they invited us back for a second year and increased attendance from 70 to over 100 attendees.

Other services that we have provided for our government clients include:

- Service Organization Control Reports
- Insurance Services
- Investment Services
- Forensic Accounting Services
- Internal Controls Examinations
- Risk Advisory Services – IT Controls Review
- Risk Advisory Services – IT Risk Assessment
- Risk Advisory Services – Security Compliance and Testing
- Health Care Reform (Affordable Care Act) Consulting
- Business Analytics Tools

Project Approach

Audit Methodology

At Eide Bailly, we promise you a better overall experience. While we recognize that multiple firms are capable of accomplishing the objectives of an audit, Eide Bailly appreciates that every situation and every organization is different, and we tailor our approach based on the needs of each client.

Eide Bailly values its business relationships and demonstrates this through our partner and manager involvement. Our senior level professionals are involved with our clients and accessible throughout the year. They do not delegate all tasks to staff, but rather stay involved onsite during fieldwork as well as stay connected throughout the year. This approach delivers the greatest benefit to our clients in that we are able to stay abreast of changes in and updates to our client's operating environment and partner with them to achieve optimal results. Our clients experience a communication approach that stands apart in both style and frequency. Because we recognize that effective communication is critical throughout the entire audit process, our service approach is one where communication begins with planning and continues throughout the year. Additionally, we take a collaborative communication approach with our clients and include them in the process as our peers. Our clients offer a wealth of knowledge and information about their organization, and communicating with them as a business partner ultimately produces the best outcome.

During the course of our auditing services, we will hold periodic meetings with your management. Prior to beginning the engagement, we will discuss with management:

- The engagement timeline
- The audit approach and process
- Additional considerations that may affect scope, schedules and work papers to be prepared by your personnel

Audit Schedule

We understand your requested timeline and are committed to meeting your deadlines. We understand that the County filed for an extension in 2015 and 2016. Eide Bailly commits to you that if your team is prepared for the audit when our team is in the field, we will meet the December 31st deadline. We will work closely with your team through the planning stages to clearly define expectations and the items required from your team in order to facilitate an efficient audit to enable us to meet your deadline. The following table identifies the structure of our audit and the timing of each section.

Engagement Timeline	
Activity	Timing
Planning	Upon award of engagement
Interim Fieldwork	July/August
Interim Exit Conference	Last day of interim fieldwork
Final Fieldwork	October/November
Exit Conference	Last day of fieldwork
Final Report	December
Ongoing Communication	Throughout the Year

Project Approach

We will meet your deadlines. By engaging in thorough audit planning and communications with management, we begin each engagement with a strong understanding of the various deadlines for each of the financial and single audits and the steps involved along the way to meet these deadlines. An audit project plan will be developed between our team and the County and then followed closely, and we will work with the County's management team to customize our auditing services and specific timelines to your needs. We believe in clear, up-front and open communication with no surprises.

Audit Process

Our audit approach is designed to collaborate with the County and achieve optimal results. The approach consists of five major components: Planning, Interim, Fieldwork, Reporting, and Ongoing Communication. If awarded we will discuss with management our proposed schedule but have the flexibility to make any changes in order to meet the reporting deadlines. The objectives and timing of each component are described in the following pages.

Planning:

During this phase, we determine the timing of the various procedures, complete logistical arrangements, discuss new governmental accounting standards, arrange for assistance to be provided by personnel from the County, and prepare the audit work programs. We believe the planning component is important to the process as it helps properly address changes and concerns prior to commencement of the audit fieldwork. For this reason, we spend a significant amount of our time in the planning phase. We will also complete a risk analysis, develop an understanding of the County, perform preliminary review procedures, and assess fraud risk factors in accordance with auditing standards.

The following outline summarizes the elements of the planning phase.

Assess Risk

- Review and identify estimates to determine areas of risk in relation to the financial statements. For the County, the estimates related to the actuarial present value of accumulated plan benefits, the fair value of alternative investments and the proper classification for GASB 40 disclosures are likely to be identified as relatively high-risk areas.
- Review potential management override of internal control that significantly impact the financial reporting process.
- Review the nature of transactions (for example, the number and dollar volumes and the complexity).
- Evaluate the nature of the operating environment (for example, changes in volume, degree of system and reporting centralization, sensitivity of processed data, the impact on critical business processes, potential financial impact, planned conversions, and economic and regulatory environment).

Document Systems

Through discussions held with personnel from the County and the completion of various questionnaires, we develop an understanding of your financial reporting process and internal controls. We reassess the procedures and controls annually and appropriately plan the audit to address any concerns. We perform walkthroughs of the documentation to verify the designs and implementation of the controls as are described. We address any concerns identified in connection with this review in our letter of comments to management.

Consideration of Fraud

Auditors have the responsibility to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Eide Bailly's audit approach has historically addressed many of these issues in accordance with our internal policies.

Project Approach

Identify Issues

- During the planning phase, we will have pre-engagement planning discussions with the County's management to discuss accounting issues, changes in the financial statements, implementation of new accounting standards and other issues affecting the audit process.
- During the initial contract year, we will provide the County the Prepared by Client (PBC) document during the Planning stage. This will allow us to communicate with the County and modify our requests to match what the County has seen in the past. The PBC document will be provided no later than 4 weeks before final fieldwork each year.
- We will review prior year and interim financial statements. This review provides us with information necessary to help plan our audit and develop questions.
- Once the issues have been identified we will work closely with the accounting staff to determine the correct treatment before the final fieldwork begins. Dealing with issues prior to the report process will ensure proper completion of the audit by your deadline.

Tailor Audit Approach

After considering the above factors, we design audit procedures to address changes and difficult areas. Examples include using data extraction software to analyze various accounts and transactions.

Select Samples and Set Scopes

We will begin making sample selections from preliminary financial information to distribute time requirements of personnel from the County during the audit process.

Conduct Preliminary Analytical Review

Our audit team will review interim financial statements to identify significant or unusual variances from the prior year and from the budget. This information will be used to formulate expectations and will also be used in the fraud risk analysis.

Compliance with Laws and Regulations

We understand the unique reporting requirements for Oregon Municipalities. The Engagement Partner assigned to the County's engagement is a licensed Municipal auditor and has attended training sessions specifically geared towards the Oregon Budget Law. In addition to training courses, we have experience from working with several other Oregon Municipalities.

During the planning process, we will discuss with County management and personnel the laws and regulations to which the County is subject. The object of our discussion will be to determine if those laws and regulations could have a material impact on the financial statements and which of those laws and regulations are pertinent to the County's federal financial assistance programs and to the County as a whole. Vital to our discussion will be our knowledge of such laws and regulations, Oregon Budget Law, and our knowledge of Government Auditing Standards. We are aware of the applicable requirements, and consider them when determining the necessary audit procedures for the County.

Interim Fieldwork:

During this phase, we will review and test the internal control systems of the County, review board minutes, test significant capital asset additions and deletions, testing of debt balances, applicable debt covenants and related interest expense, review the budget cycle, perform transaction testing of areas identified during planning and review of significant contracts.

Project Approach

Single Audit:

Our approach to performing the single audit is broken into three different phases:

- Phase I – Risk assessment and planning
- Phase II – Major program testing
- Phase III – Assessment and reporting

Phase I – Risk Assessment and Planning

This phase basically encompasses the planning and risk assessment of your federal programs. The planning phase, if done correctly, will set the tone of the single audit as well as set the stage for an efficient and effective single audit. We will work closely with management to properly identify federal programs and clusters to determine the major programs to be tested.

The steps associated with risk assessment and planning include:

- Determine grant awards and funding increments.
- Determine the Type A and Type B thresholds.
- For any programs above the threshold (Type A) perform a review of the past two single audits and document the program risk to determine if the program is high risk or low risk.
- Make final determination of major programs to be tested based on the above steps.
- Review the applicable Uniform Guidance *Compliance Supplement* for any unusual items for each of the major programs, as well as determine which compliance areas are direct and material for each major program.

Phase II – Major Program Testing

After making the major program determination as noted above, we will test the major programs. Our steps for each major program is as follows:

- Obtain the audit steps from the *Compliance Supplement* which provides the audit steps for each major program.
- Based on the direct and material compliance areas identified during the planning phase, obtain from management the process and controls relating to those direct and material compliance areas. The controls for each compliance area need to address the five components of Committee of Sponsoring Organizations of the Treadway Commission (COSO) as required by Uniform Guidance.
- Select samples for control and compliance testing.
- Perform control testing for effectiveness and compliance testing of selected transactions.
- Report any material weaknesses or material noncompliance to the County's management.
- Provide periodic meetings to discuss the status of the Single Audit testing. Any potential findings are discussed with management while our auditors are in the field and are concluded during fieldwork.

Phase III – Assessment and Reporting

The above steps are based on the preliminary SEFA. Once the SEFA has been finalized we will determine if any additional major programs are to be tested. We will also perform the following steps:

- If additional major programs have been identified, perform the steps as noted in the major program testing for the new programs.
- Review the prior findings, if any, and perform steps to determine if the findings were cleared by management and do not need to be reported during the current year.
- Prepare the Schedule of Findings and Questioned Costs.

Project Approach

- Have an exit conference with management and key grant personnel and provide a draft report of the single audit as well as any yellow book findings required to be reported. These findings are reviewed by the manager and engagement partner prior to the exit conference. This is done so there are no surprises after we pull out of the field.

IT Fieldwork Review:

As part of any financial audit, Eide Bailly is required to obtain a sufficient understanding of the accounting system and technology environment in order to plan the audit. It is our philosophy to not only meet but also exceed this requirement by involving Eide Bailly's dedicated technology specialists to participate in every audit.

Our IT auditors are involved with many types of technology engagements. Such projects can include technology assessments, strategic technology planning, security audits, process reengineering, independent system acquisitions, policy and procedures development, Sarbanes-Oxley compliance, operational review, staff performance assessments, and alternatives analysis. As such, our staff is well seasoned in the practical business implications of technology and can use this knowledge to best serve our clients by understanding the many distinct aspects of the general and application controls that are involved throughout an IT control environment.

Our IT methodology is based on AICPA guidelines, the internal controls framework prescribed by COSO, and the best practices for technology controls as defined by COBIT. When auditing the technology environment, Eide Bailly evaluates both the general technology controls and specific application controls that are in effect. This requires our IT auditors to consider how the accounting systems, infrastructure, processes and people work individually and together to ensure that financial records are being appropriately processed and reported. As such, our team must work with IT staff to assess how the relevant systems and technology environment are administered and supported, and with accounting staff to evaluate how financial data is processed and system controls are maintained to enforce segregation of duties.

Final Fieldwork:

This phase of the audit includes the primary portion of the substantive testing of the financial statements. This testing includes confirming certain accounts and transactions, vouching selected transactions to source documents, analyzing account balances, making inquiries of management and others, and conducting an analytical review of various account balances and the financial statements.

The following outline summarizes the elements of the final fieldwork planned for our audit of the County:

Risk-Based Approach

During fieldwork, we continually reevaluate the risk factors identified during the Planning Stages. As we will have a government partner and a manager on site, we are able to quickly respond to changes and make the necessary modifications in our audit approach.

Tests of Balances and Transactions

- Utilize computer assisted auditing tools in sampling accounts receivable and account payable transactions, in the review of general journal entries, and the identification of significant or unusual transactions in specific accounts.
- Vouch to source documents for selected items.
- Review activity subsequent to year-end (to substantiate cut-off as well as substantiate liabilities).

Project Approach

- Confirm balances with external sources, such as financial institutions, investment managers and actuaries.
- Determine proper GASB classifications and footnote disclosures for the various financial statement balances.

Review Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Final Analytical Procedures

We will compare financial statement line items for the current, preceding period and budget amount, analyze the results, and inquire of management and others within the County regarding significant changes. Also, we will consider whether sufficient audit evidence has been obtained in response to unusual or unexpected balances or relationships. We will also consider whether responses to inquiries throughout the audit about analytical relationships have been vague or implausible or have produced evidence that is inconsistent with other evidential matter accumulated during the audit.

Review of Working Papers and Financial Statements

The partners and manager will review the working papers. We believe it is important to complete the majority of the working paper reviews in the field to limit the number of phone calls back to your staff and reduce interruptions. In addition to the reviews conducted by these individuals, the financial statements will be reviewed by a partner not otherwise associated with the audit of the County to obtain a "second opinion" on the completeness and adequacy of financial statement disclosures and audit procedures.

Communication

We understand the importance of communication between the auditors and accounting staff as well as the audit staff interacting with County staff outside of accounting. We will also meet with accounting staff at least once a week during the audit to review outstanding items as well as address any issues.

Exit Conference

We will meet with management and the accounting personnel on the last day to fieldwork to discuss any outstanding items, timing of the CAFR preparation and review and finalize any potential financial statement and/or single audit findings as a result of the audit procedures. We believe in no surprises and will make sure all findings are communicated on a timely matter.

Reporting:

We will issue the audit reports and financial statements, as set forth in the Oregon Administrative Rules. We will also issue a letter of comments to management and the Board of Commissioners. Our comments will address the County's significant accounting management's judgments and estimates related to the financial statements, and other items related to the conduct of the audit. If our audit procedures disclose the existence of significant deficiencies or material weaknesses or other matters over internal controls, we will report those items to the Board of Commissioners. We will also provide a report on the County's control systems to assure compliance and whether the County has complied with laws and regulations. We commit to perform the necessary steps and procedures to meet the County's deadline of a finalized financial statements issued prior to deadline. With several of our large clients we issue our single audit reports at the same time as the financial statements. We will work with the County to ensure that the financial statement and single audit reports are issued concurrently.

Project Approach

Ongoing Communication:

Eide Bailly obtains interim financial statements and Board minutes from our clients throughout the year for review. We will analyze significant changes and identify areas to further tailor our audit plans and to keep us up-to-date with continuing changes at the County. We will also compare the interim results, annualized for comparative purposes, to year-end results for the past few years to identify potential issues in the financial reporting process and report them to you for timely consideration.

Assistance from County Staff

As previously mentioned, your service team will meet with County management for initial planning and pre-audit conference to discuss audit schedules and review prior year audit problems (if any). We will then provide County personnel a Prepared by Client Guide (PBC) which highlights the workpapers and information needed for the audit process. We will hold meetings with the accounting personnel throughout the audit process determining the list of open items and the plan to finalize those items.

During the audit, our use of County personnel will include answering questions, updating schedules, addressing issues identified, and obtaining support documentation. Our audit processes focus on performing the audit efficiently which includes constant communication amongst the team members so we are not asking redundant questions or requesting the same document several times. We also hold weekly meetings with management to determine the status of the audit as well as outstanding items that need to be addressed. This will keep the amount of hours needed by County personnel to a minimum.

We ask our clients to have the requested schedules, documentation, confirmations and financial statements prepared by the requested dates. Having these items prepared before we arrive for final field work will ensure the success of meeting the mutually agreed upon deadlines.

Additional Information

Use of Specialists

As a full service accounting firm, Eide Bailly has a number of specialists in the governmental industry and does not need to look outside the Firm to resolve any additional needs. In addition to the Audit Team Members listed previously, the County will have access to a number of specialists located throughout the Firm, including:

Eric Berman, MSA, CPA, CGMA – Partner



Eric brings more than 25 years of public accounting experience, and is unique in the fact he not only possesses nationally recognized audit experience, but also preparer, educator and authorship experience. Eric has worked in the governmental industry throughout his career. His experience includes acting as the Deputy Comptroller for the Commonwealth of Massachusetts, where he ran the State's audit for 11 years. As the Deputy Comptroller of Massachusetts, he was in charge of GASB implementation and was in charge of the OPEB implementation group for the National Association of State Auditors, Comptrollers and Treasurers. Eric coordinated the actuarial valuations for the Commonwealth for both pensions and OPEB for the employees and teachers commissions. He was also a liaison to the Pension Reserves Investment Management Board and helped structure the OPEB trust fund for the Commonwealth. Currently he is assisting states and large governments across the country implementing GASB's new standards.

Eric was the Chief Financial Officer of the Massachusetts Water Pollution Abatement Trust, and served as Vice Chairman on the Government Accounting Standards Advisory Council (GASAC) to GASB. He is a nationally recognized expert on public employee retirement systems, OPEB, derivatives, single audit, governance and other important topics. He is also the author of the entire governmental library of reference information and audit programs for CCH Wolters Kluwer. His experience with states includes leadership positions with the National Association of State Auditors, Comptrollers and Treasurers.

Eric will bring this experience and knowledge of the governmental industry to the Engagement. Some of his audit clients have included: the City of Seaside, City of Pasadena, the Rose Bowl Operating Company, the Pasadena Center and Operating Company, the County of Riverside, Los Angeles County Employees' Retirement Association; and the Pasadena Community Development Commission. He has provided consulting expertise nationwide on a number of complex topics facing states, cities, counties and special districts.

Anders Erickson, CISSP, CISA, CRISC – Director of Cyber Security



Anders has more than 15 years of experience providing IT risk and control solutions within the private and public sector. His experience includes planning and executing assessments of IT security practices, risks, and controls against organizational, industry, and governmental standards. Anders is a Certified Information Systems Security Professional, Certified Information Systems Auditor as well as Certified in Risk and Information Systems Control. Anders graduated from Brigham Young University with a Masters of Information Systems Management.

Anders is a leader in the firm's Risk Advisory Services group, which specializes in performing audits of information security technical, operational, and managerial controls; providing information security consulting services; and in conducting internal network vulnerability and external network penetration testing. Anders and his team service a broad range of clients across all industries, including public, private, and nonprofit sectors. Their experiences include audits of large enterprise systems, including Oracle, JD Edwards, and SAP. Many of the group members maintain relevant certifications including CISSP, CISM, and CISA.

Additional Information

Industry Involvement

Our team members are truly engaged in this industry and are well positioned in organizations associated with governmental entities. We are considered thought leaders as we participate in the Governmental Accounting Standards Advisory Council (GASAC), the AICPA's Governmental Audit Quality Center, State and Local Government Expert Panel and PCPS Technical Committee, local and national boards of the AGA, including the Financial Management Standards Board, and the review committee for the GFOA's Certificate of Excellence for Achievement in Financial Reporting. Due to our leadership positions, the County will have access to information not available from other accounting firms.

As previously mentioned, many Eide Bailly partners are nationally recognized thought leaders who present at dozens of venues annually, nationwide. Eric Berman, who would be a valuable resource to the County, is the author for the entire Governmental Library for Commerce Clearinghouse Wolters Kluwer (CCH). This library serves as the interpretative reference on governmental GAAP, governmental best practices and governmental audits for governments, auditors and educators nationwide.

Lealan Miller, Technical Review Partner, also has considerable thought leadership experience. He has presented several training courses over the years, including single audit, pension plan, grant management, accounting and updates, yellow book updates, and GASB 67 and 68. Lealan has presented at the national level for the National Association of State Auditors, Controllers and Treasurers and AGA. For the past ten years, Lealan has provided, as well as overseen, the in-house training relating to all aspects of governmental accounting, auditing and single audits for the firm.

Smooth Transition

We understand the transition from one professional services firm to another can be the cause of some inconvenience to the County management and staff. We understand this concern, and realize the decision to change service providers is not one to be taken lightly. Our goal is to make the transition as smooth as possible. We will manage the transition to minimize time demands on your employees and ensure a timely first year audit in accordance with professional standards.

We are experienced in transitioning many clients from predecessor professional service providers. In each case, we worked closely with client personnel and accomplished the transition with minimal disruption of client activities. The following are some of the critical activities we perform to make the transitions successful.

- Spend more time in the planning stages of the audit to understand the County's accounting and operational processes.
- Identify any issues during the planning stage and have them resolved before starting the audit.
- Provide an extensive and detailed prepare-by-client list of schedules, documents and confirmations needed for the audit.
- Review current auditor's workpapers to help us understand what the County provided regarding schedules and other documentation. We will modify our requests to match what the County has seen in the past.
- Partners and managers spend more time in the field so when issues are identified they are resolved in the field and not at the end of the audit.
- Meet your deadlines.
- Continue ongoing communications with management during the audit process and throughout the year.

Why Choose Eide Bailly

Our work with clients is more than an engagement. It's a relationship, built on value and trust – and results. When working with Eide Bailly, you will be:



Understood

We listen carefully to learn how we can help you now and in the future. By applying our technical and industry knowledge, we make the complex simple. If it's important to you, it's important to us.

Connected

Our local and regional professionals bring their expertise and thought leadership to every interaction with you. You will benefit from new ideas, opportunities and solutions as they happen. We'll connect you with the right resources and deliver comprehensive solutions in a respectful, peer-to-peer approach. We keep the answers within your reach.

Confident

With Eide Bailly beside you, you'll feel confident addressing challenges and embracing opportunities as they arise. We go the extra mile to deliver unmatched solutions for your business. Success is demanding. We've got your back.

We Want to Work with Curry County!

Our people are excited about the opportunity to work with you and build a trusting relationship with your team. We look forward to working with Curry County!



Appendix A – Professional Resumes



Jodi L. Daugherty, CPA

Partner

208.424.3512 | jdaugherty@eidebailly.com

Knowledge and Experience

- More than 20 years public accounting experience providing services to a variety of industries, including nonprofit organizations, governmental entities, multifamily and public housing authorities and retirement plans.
- Manages audits on many of the governmental entities in Treasure Valley, including cities, counties, community colleges, highway districts and school districts.
- Plays an active role in audits of federal awards in both the nonprofit and governmental industries, including student financial aid.
- Began accounting career with three years of private practice.

Professional Memberships

- American Institute of Certified Public Accountants
- Idaho Society of Certified Public Accountants
- Association of Governmental Accountants

Designations & Licensures

- Certified Public Accountant
- Licensed Oregon Municipal Auditor

Education

- Bachelor of Arts, Accounting - Northwest Nazarene College, Nampa, Idaho



Lealan Miller, CGFM, CGMA, CPA

Partner, Director of Government Services
208.383.4756 | lmiller@eidebailly.com

Knowledge and Experience

- More than 26 years public accounting experience specializing in serving the financial needs of state and local government clients.
- Partner in charge of financial audits and single audits of numerous state and local entities.
- Reviews and provides technical assistance to local governments in preparing Comprehensive Annual Financial Reports which receive the GFOA certificate.
- Serves as an instructor for various training sessions, including governmental accounting, financial accounting and auditing updates, fraud and auditing standards.
- Oversees coordination of firm-wide single audit training and annual audit updates.

Professional Memberships and Industry Involvement

- American Institute of Certified Public Accountants (AICPA)
- AICPA State and Local Government Expert Panel 2010-2013
- Eide Bailly Director of Government Services
- Idaho Society of Certified Public Accountants, past Treasurer
- Association of Government Accountants past local chapter president
- GFOA special report review committee
- Recognized contributor to the AICPA's 2013, 2012, 2011 "Government Auditing Standards and A-133 Audit Guide"
- Recognized contribution to the AICPA's 2011 "State and Local Governmental Developments Audit Risk Alert"
- Recognized contributor to the AICPA's 2012 and 2011 "State and Local Government Audit Guide"
- Starting in 2014 appointed as the representative of the Association of Government Accountants (AGA) as a member of the Government Accounting Standards Advisory Council (GASAC) to GASB

Designations & Licensures

- Certified Public Accountant
- Certified Government Financial Manager
- Chartered Global Management Accountant
- Licensed Oregon Municipal Auditor

Education

- Master of Science, Accounting - California State University, Sacramento
- Bachelor of Administration, Accounting - Idaho State University, Pocatello



Kristin Diggs, CPA

Senior Manager

208.424.3542 | kdiggs@eidebailly.com

Knowledge and Experience

- More than 11 years public accounting experience serving a variety of industries, including for-profit, non-profit and government.
- Supervises the audits on many of the governmental entities, including colleges and universities.
- One year corporate accounting experience in the grocery industry.
- Three years corporate treasury experience with an agricultural firm.

Professional Memberships

- American Institute of Certified Public Accountants
- Idaho Society of Certified Public Accountants

Designations & Licensures

- Certified Public Accountant
- Licensed Oregon Municipal Auditor

Education

- Master of Accountancy, Professional Accounting - Gonzaga University, Spokane, Washington
- Bachelor of Business Administration, Accounting and Finance - Boise State University, Idaho



Morgan Browning, CPA

Audit Manager

208.383.4713 | mbrowning@eidebailly.com

Knowledge and Experience

- More than 11 years public accounting experience providing a variety of services, including audits, reviews and compilations.
- Works with a variety of clients including government entities and nonprofit organizations.

Professional Memberships

- New Mexico Society of Certified Public Accountants
- American Institute of Certified Public Accountants
- Association of Government Accountants

Designations & Licensures

- Certified Public Accountant

Education

- Bachelor of Business, Administration –University of New Mexico, Albuquerque



Anish Patel, CPA

Audit Manager

208.383.4788 | apatel@eidebailly.com

Knowledge and Experience

- More than six years of public accounting experience providing audits, reviews, compilations and agreed-upon procedures.
- Experienced public accountant who provides services to a variety of industries, including financial institutions, for-profit organizations, non-profit and governmental entities.

Professional Memberships

- American Institute of Certified Public Accountants
- Idaho Society of Certified Public Accountants

Designations & Licensures

- Certified Public Accountant, Idaho

Education

- Bachelor's Degree, Accounting and Finance - Boise State University, Idaho



Appendix B – Peer Review



System Review Report

To the Partners of Eide Bailly LLP
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Eide Bailly LLP (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [Service Organizations Control (SOC) 1 and 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Eide Bailly LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Eide Bailly LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Cherry Bekaert LLP
December 12, 2014



CULTURE

The Foundation of Success

Caring for our external and internal clients
with a passion to go the extra mile.

Respecting our peers and their
individual contributions.

Conducting ourselves with the highest level
of integrity at all times.

Trusting and supporting one another.

Being accountable for the overall success
of the Firm, not just individual or office success.

Stretching ourselves to be innovative and
creative, while managing the related risks.

Recognizing the importance of maintaining
a balance between work and home life.

Promoting positive working relationships.

And, most of all, enjoying our jobs ...
and having fun!



www.eidebailly.com

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Adoption of Position Description for New Position - Int. County Admin.**AGENDA DATE^a:** 7/19/17 **DEPARTMENT:** Personnel **TIME NEEDED:** 5 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 7/11/17**BRIEF BACKGROUND OR NOTE^b:** Creation of Interim County Administrator job description per direction to Counsel. County Administrator salary range is E19 and highest filled department head is E17. Placed this at E18 as in between the two categories.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Order

(2)Job Description

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk☐ Send Printed Copy to:☐ Email a Digital Copy to:☐ Other

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☒ No ☐ N/A ☐

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☒ No ☐ N/A ☐
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☒ N/A ☐
4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

**IN THE MATTER OF ADOPTING A
POSITION DESCRIPTION FOR A
NEW POSITION**

)
)
)

ORDER_____

WHEREAS, it is the recommendation of Curry County Board of Commissioners that the attached position description be adopted for the following position:

Interim County Administrator
Position Title

E-18
Range

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation;

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of July 19, 2017.

Dated this_____ day of _____2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

John Huttl
Curry County Legal Counsel

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Interim County Administrator

EXEMPT: Yes
SALARY LEVEL: E-18
SUPERVISOR: Board of Commissioners
PREPARED BY: County Counsel

July 2017

POSITION SUMMARY:

The Interim County Administrator is a temporary full-time position intended to last until the Board of Commissioners selects a full-time County Administrator as Chief Administrative Officer of Curry County. As such, the Interim County Administrator is responsible to the Board of Commissioners and executes all management and administrative tasks of the Board of Commissioners and shall have control and supervision of all County administrative departments, divisions and offices except the department of County Counsel, District Attorney and Sheriff, or as otherwise provided by law. Powers further defined by employment agreement and County ordinance.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Comprehensive Administration

- 1) Formulates, implements and enforces ordinances, orders, rules, regulations, procedures and policies adopted by the Board and County Administrator.

Service to the Board of Commissioners

- 2) Attends all Board meetings and keeps the Board informed of pertinent matters related to the administration and management of the County.
- 3) Prepares short and long term plans, an annual report and any other report requested by the Board related to County operations.
- 4) Prepares and manages Board agenda and Board meeting functions and provides other staff support for the Board.
- 5) Provides intergovernmental relations staff functions for the Board.
- 6) Other duties as assigned by majority vote or Board Order.

JOB DESCRIPTION
JOB TITLE: Interim County Administrator - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

Administration of County Departments

- 7) Coordinates the activities of all other Elected Departments, devising ways and means whereby efficiency and economy may be secured in the operation of all offices and departments. However, the County Administrator shall exercise no authority over the actions of elected County officials.
- 8) Plans, directs and evaluates and modifies as needed internal management systems and procedures.
- 9) Prepares administrative regulations and policies to carry out the efficient operation of the County.

Personnel Management

- 10) Directs the activities of all County Appointed Administrative Departments. Selects, appoints, supervises, disciplines or dismisses County staff. However the County Administrator has no such power over County Counsel office, District Attorney Office, Sheriff Office or an individual elected County officer. These personnel duties include:
 - (i) Recruitment, appointment, corrective action and dismissal of non-elected Department Directors. Before taking final action on appointment or dismissal of department directors, the Administrator shall advise the Board of the cause and process used in such action.
 - (ii) Preparation and administration of annual Department Director performance evaluations.
 - (iii) Setting and adjusting salaries of administrative Department Directors in annual merit adjustments within the ranges approved by the Board.
 - (iv) Adjusting of salary of the County Counsel in accordance with the Board's performance evaluations and within the salary ranges approved by the Board.
 - (v) Acting as the County Personnel Officer, directs and manages employee relations and labor relations matters.

Finance Management

- 11) Acts as the County Budget Officer responsible for the preparation and recommendation of the annual budget and compensation plan.
- 12) Administers the budget as adopted by the Board.

JOB DESCRIPTION
JOB TITLE: Interim County Administrator - Page 3

Finance Management (cont.)

- 13) Oversees the management of the County Budget.
- 14) Prepares and administers the management and employee compensation and benefits plan.

Community Liaison

- 15) Performs community relations functions that includes internal publications, external communications, media liaison, community organization liaison, advisory committee liaison, citizen assistance, information center, publication coordination and graphics support services, website management.

Management of Specialized Functions

- 16) Economic Development - Oversees County economic development functions.
- 17) Contracts and Grants – Executes and administers all contracts and grants as per Board Order or Ordinance.
- 18) Risk Management - Administers the risk management program for the County.
- 19) Property Management - Directs the use, operation, maintenance, control and custody of all County and district property, buildings, works and improvements.

QUALIFICATION REQUIREMENTS

Considerable Knowledge and skill in:

- Principles, methods and techniques of public policy and decision making.
- Budget preparation and administration.
- Personnel Management.
- Collaborative and participatory individual and group management techniques.
- Government funding sources and financing methodology and management.
- Labor relations and collective bargaining procedures and practices.
- Mediation, negotiation and public relations.
- Contract preparation and management.
- Succinct but thorough verbal and written communication.
- Supervising, training and evaluating staff.
- Computers and software applications.

JOB DESCRIPTION
JOB TITLE: Interim County Administrator - Page 4

Ability to:

- Speak comfortably in public and address complex topics in an understandable and efficient manner.
- Function professionally, promptly and with good judgment under pressure or in confrontational situations.
- Establish and maintain positive and effective relationships with elected officials, subordinates, other agencies, the public consultants, businesses, the public and the media.
- Maintain confidentiality
- Think and develop creative solutions within the context of County regulations and procedures.

REQUIRED EDUCATION AND/OR EXPERIENCE:

Bachelor's degree in Economics, Business Administration, Public Administration or relevant field from an accredited college or university; a Master's degree is preferred. A minimum of ten years of progressively responsible experience in public or business administration or management is required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Visual/hearing ability sufficient to comprehend written/verbal communications; ordinary ambulatory ability to move to various locations; hand-arm-arm- coordination to operate a computer keyboard; ability to lift up to 30 pound occasionally.

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

WORK ENVIRONMENT:

Work is performed in an office environment.

Work is generally sedentary and requires hearing voice conversation and keyboarding.

Overnight travel may be required.

Must be able to drive sometimes at night and in adverse weather conditions.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** South County Health Services Multi-Jurisdiction Workshop**AGENDA DATE^a:** 07/19/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 15 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** S. Gold **PHONE/EXT:** 3260 **TODAY'S DATE:** 07/11/2017**BRIEF BACKGROUND OR NOTE^b:** At the suggestion of Oregon Governor Regional Solutions Team representative Alex Campbell, Commissioner Gold proposes a multi jurisdictional meeting to discuss improving health services to residents in South Curry County. Need to determine date, location, format, and other workshop details.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)Summary Memo from Commissioner Gold

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒**QUESTIONS:**1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department? Yes ☐ No ☒

(If Yes, brief detail)

3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒**INSTRUCTIONS ONCE SIGNED:**☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☒

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐

Comment:

2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒

Comment:

3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE:** New Business**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

Collaborative Workshop Regarding Potential of Expanded Health Care

I met with Alex Campbell, Regional Solutions Coordinator for the Southern Oregon Region, on June 23, at the request of the South Curry Health Care Alliance.

The purpose of the meeting was to discuss options for expanded health care services to South Curry (97415) residents. These options are documented as legally available through existing state regulations, supported by the federal Centers for Medicare/Medicaid Services (CMS) regulations, and could increase patient care revenue to the Curry Health District.

Alex's recommendation was to have a public workshop to collaboratively explore our options. The objectives would include: improving economic growth for the county; increasing patient revenue for the CHN; and, the provision of essential, lifesaving services to South Curry County. The participants would include the BOC; Brookings' Mayor, City Council members and City Manager; as well as the CHN CEO, CFO and Board of Directors. State and federal health service representatives would be contacted by Alex to present facts regarding our options, including grant funding potentials for a feasibility study.

He recommended an evening or weekend workshop at the SWOCC campus, which would facilitate participation; allow legal issues and options to be presented and discussed; as well as to begin cooperative strategies towards potential "win-win" solutions for our county, our constituents, and the CHN.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@co.curry.or.us**AGENDA ITEM TITLE:** Title III SRS Public Notice -- Request for Project Applications**AGENDA DATE^a:** 7-19-17 **DEPARTMENT:** **TIME NEEDED:** 5 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Court Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** 7-12-17**BRIEF BACKGROUND OR NOTE^b:** The Curry County Board of Commissioners Office is seeking applications for projects pursuant to Title III of the Secure Rural Schools and Community Self Determination Act. Eligible projects must be submitted by July 16, 2017.

Authorized uses of Title III funds may be found by searching the Secure Rural Schools and Community Self Determination Act, 114-10 Title III Sec.302.

Applications are available at the Curry County Courthouse, Board of Commissioners Office, 94235 Moore Street, Gold Beach, OR 97444. or email BOC_Office@co.curry.or.us^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1) Yes

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☐**QUESTIONS:**1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒**INSTRUCTIONS ONCE SIGNED:**☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☒
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?
(If Yes, brief detail)Yes ☒ No ☐

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Thomas Huxley **Yes** ☐ **No** ☐

Commissioner Sue Gold **Yes** ☐ **No** ☐

Commissioner Court Boice **Yes** ☒ **No** ☐

Not applicable to Sheriff's Department since they do not have a liaison ☐

PL 114-10 Title III Project Submission Form

Name of Project:

Date Project Submission Form to be Returned to Curry County Board of Commissioners

Date Project Submitted:

Project Sponsor:

Sponsor's Address:

Contact Person:

Phone:

Fax:

E-Mail:

Project Is Authorized Under The Following Category: (see Sec. 302(a))

- ☐ **Activities under the Firewise Community Program**
- ☐ **Reimbursement for Search, Rescue, Firefighting or Other Emergency Services on Federal land**
- ☐ **Develop Community Wildfire Protection Plan**

Project Location:

Other Identifiers: (geographic location, road name or number, stream name)

Project Description:

***include work windows or other limitations / restrictions / public or private land**

Project Goals and Objectives:

Is There An Opportunity To Tie To An Associated Title II Project? Explain:

Proposed Method Of Accomplishment:

[] Contract [] Volunteers [] Agency (FS/BLM) Employees [] County

[] County Corrections (adult / juvenile) [] Non-Profit

Current Status of Project Preparation:

Contact Person(s) For Project Specific Documentation:

Telephone Number(s) For Contact(s)

How Does The Project Benefit The Community? .

How Does The Project Improve Cooperative Relationships Among People That Use Federal Lands And Federal Management Agency?

Duration of the Project:

Anticipated Cost of Project (itemize):

TOTAL COST ESTIMATE:

Estimated Start Date of Project:

Estimated Completion Date of Project:

Is this A Multi-Year Funding Request? [☐] Yes [☐] No (if yes, display by fiscal year)

Identify Source(s) Of Other Funding For Project:

Project Accomplishments / Expected Outcomes:

How Is Project In The Public Interest?

Will Project Create a Product or Benefit to the Federal Resource?

Monitoring And Reporting Plan to Measure Outcome (what measure or evaluation will be made to determine how well the proposed project meets the desired objectives):

Submitted To CURRY County By:

Address:

Telephone:

Date:

Title III Project Certification Report

Date notice of proposed project was published:_____

Date Project description was mailed to RACs with area jurisdiction: _____

Date 45-day public comment period closed: _____

Date project approved by county: _____

Amount spent on project during the calendar year:

2009 \$_____; 2010 \$_____; 2011 \$_____; 2012 \$_____

2013 \$_____; 2014 \$_____; 2015 \$_____; 2016 \$_____

July 5, 2017

Title III Project Applications, Public Notice.

The Curry County Board of Commissioners Office is seeking applications for projects pursuant to Title III of the Secure Rural Schools and Community Self Determination Act. Eligible projects must be submitted by July 14, 2017. Authorized uses of Title III funds may be found by searching the Secure Rural Schools and Community Self Determination Act, 114-10 Title III Sec.302.

Applications are available at the Curry County Courthouse, Board of Commissioners Office, 94235 Moore Street, Gold Beach, OR 97444. or email BOC_Office@co.curry.or.us

Board of Commissioners

Chairman Tom Huxley

Commissioner Sue Gold

Commissioner Court Boice

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Recruit and Hire an Interim County Administrator**AGENDA DATE^a:** 07-19-2017 **DEPARTMENT:** BOC **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Commissioner Gold **PHONE/EXT:** 3260 **TODAY'S DATE:** 07-12-2017**BRIEF BACKGROUND OR NOTE^b:** Continuing disucssion from 7/5/17. Purpose: Organize County management and administrative tasks to promote a smooth transition to a permanent County Adminstrator.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒**QUESTIONS:**1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)2. Does this agenda item impact any other County department? Yes ☒ No ☐
(If Yes, brief detail) Impacts all departments EXCEPT Sheriff, Counsel, and District Attorney3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒**INSTRUCTIONS ONCE SIGNED:**☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^{*}Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☒

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐

Comment:

2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒

Comment:

3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE:** Old Business**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☒ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Order adopting Elected Official Travel Policy**AGENDA DATE^a:** 07/19/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 15 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3291 **TODAY'S DATE:** 07/12/2017**BRIEF BACKGROUND OR NOTE^b:** Continued from June 28, 2017 meeting. The Board has discussed options on adopting a travel policy for commissioner and elected official travel expenses. The proposed policy reflects the input from those discussions.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Order

(2)Travel Policy

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

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Name:

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Phone:

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Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐
(If Yes, brief detail) Establishes County policy for elected official travel expenses**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

In the Matter of an Order)
Creating Curry County)
Travel Policy for Board of)
Commissioners and)
Elected Officials)

ORDER NO._____

WHEREAS, on March 22, 2017, the Curry County Board of Commissioners had a workshop to discuss a travel policy; and

WHEREAS, at this workshop, Counsel informed the Board that the County had a travel policy for County employees in the Personnel Rules, but this did not include policy for Commissioners and other Elected Officials; and

WHEREAS, due to financial and budget considerations, the Board of Commissioners felt it was necessary to implement a travel policy; and

WHEREAS, due to public concern and testimony about unregulated Commissioner travel, the Board of Commissioners felt it was in the best public interest; and

**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS
HEREBY ORDERS AS FOLLOWS:**

The attached Curry County Board of Commissioners and Elected Officials Travel Policy outlining Regulations, Allowable Expenses and Reimbursement Rates, is incorporated by reference, and is approved and adopted.

DATED this 19th of July, 2017.

Board of Curry County Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John Huttl, County Counsel

CURRY COUNTY BOARD OF COMMISSIONER AND ELECTED OFFICIALS
TRAVEL REGULATIONS, ALLOWABLE EXPENSES AND REIMBURSEMENT RATES

Travel Policy Goals

This Policy is to implement the goals of authorizing only reasonable and necessary travel expenses by encouraging use of telephonic or electronic training and conferencing, encouraging use of county pool cars for authorized in-state travel, dis-allowing use of pool cars for in-county travel, and establishing limits for meals and lodging expense reimbursement.

Board review and approval of cumulative travel expenses that exceed \$1500 for any individual county elected official within one fiscal year is required before County funds may be spent on travel, training, meals, lodging or pool car use. Cumulative travel expenses means expenses for travel, training, meals, lodging or pool car use sought to be reimbursed from or expended with County funds regardless of budget line item.

The Sheriff Department and employees are not subject to these rules, but the Board encourages the Sheriff Department to use all means available to reduce its travel expenses.

Travel and training expenses not approved by the Board will be the personal responsibility of the Commissioner or Elected Official or County public official or employee who authorizes or approves and processes the request for disbursement of County funds. Personal responsibility for the expense shall be joint and several.

The Board of Commissioners (Board) retains the right to determine:

- a. The mode of transportation utilized by a County Commissioner or Elected Official.
- b. The number, type and availability of County vehicles.
- c. The process for determining who will be authorized to drive any vehicle on behalf of the County.

A. Board to Approve all Travel Expenses for Commissioners and Elected Officials over \$1500

All elected official cumulative travel expenses that exceed \$1500 within a single fiscal year sought to be paid for by County funds require approval by majority vote of the Board of Commissioners.

Requests shall include whether the function is available to attend and participate by electronic means including but not limited to telephone, internet webinar, skype, go-to-meeting, or the like. Whenever the function can be attended or participated in by such electronic means, in-person travel will not be allowed unless approved by the Board.

All travel reimbursement requests for hotel and travel/airfare/car rental expenses shall be supported by three quotes. Three quotes are not required when the vendor is on a county or state-approved vendor list and the charge is at the county or state-approved list rate.

B. Rules for Travel Meal and Lodging expense of County funds regardless of dollar amount

For all travel, whether cumulatively above or below the \$1500 annual limit, the following rules apply

1. Requirement to Reduce Travel Expense by Attending Training and Meetings by Electronic Means

a. Electronic attendance requirement.

Whenever possible, Commissioners and Elected Officials shall attend trainings by electronic means, whether telephonically, video conference, on-line or otherwise. Document of availability of electronic means must accompany any expense request.

2. Three types of travel: Within the County; Out of County within the State; Out of State

a. Travel within the County not covered by County funds.

Because of its frequency and therefore its expense, the County will not expend funds for Commissioner or Elected official Training or Meeting travel within Curry County. This means County pool cars are not available for use within the County, and mileage will not be reimbursed for personal vehicle use within the County, regardless of whether County business is being conducted. This section does not apply to the Assessor while conducting assessments. Commuting will not be covered by county funds, or use of pool cars, or otherwise.

b. Requirement to Use County Vehicles for out-of-county in-state travel

Commissioners and Elected Officials will use, as available, County vehicles or public transportation, before using private vehicles when conducting County business out of County but within the state.

i) County vehicles not authorized if Personal Use

If a Commissioner or Elected Official wishes to delay his return from an out-of-County business or training activity for personal reasons, the Commissioner or Elected Official shall seek approval from the Board prior to the onset of travel.

Travel to non-work related places or events may be considered action outside the scope of County business and is undertaken at the Commissioner or Elected Official's own time and liability.

c. Out-of- State Travel

Travel Plan Requirement

Except in the event of an emergency, and regardless of travel expense limitations set forth above, all out-of-state travel for which County reimbursement or payment will be sought must be approved in advance by the Board. Approval shall be considered following review of a written travel plan.

The plan must contain the following information:

- a) A statement as to the nature and purpose of the trip.
- b) A list of dates on which the Commissioner or Elected Official will be gone on the trip.
- c) An estimate of expenses or expected expenses for which County reimbursement or payment will be sought. (Example: meals and lodging, airfare, ground transportation, and other expenses related to the out-of-state travel.)
- d) The current budget line item from which payment is sought to be made.

Approval or denial of County funding of out-of-state travel shall be based upon an evaluation by the Board, including but not limited to, the following factors:

- a) The reasonable necessity in making the trip;
- b) Whether there are reasonable alternatives to making the trip;

- c) The availability of County funding to finance the trip;
- d) The reasonableness of the costs submitted in the travel plan;
- and
- e) Whether ongoing County business will be jeopardized by the trip

3. Personal Use of County Vehicle Only Allowed Incidental to Work Purposes

While a Commissioner or Elected Official is traveling out of the County for business or training activities in a County vehicle, the vehicle is available for use by the Commissioner or Elected Official for reasonable incidental personal activities.

- a) Reasonable incidental personal activities include obtaining meals and services and providing for other usual personal needs.
- b) It is expected that personal use of County vehicle will be confined to the immediate area of necessary travel.

4. Authorized Use of Personal Vehicle

- a) When County vehicle is available.

The Board may allow use of a personal vehicle when there is a county vehicle available in advance of the proposed travel. Under these circumstances reimbursement shall be paid, on the most direct route (typically an on-line mapping travel application), at the rate of \$0.30 per mile.

- b) When no County vehicle is available.

The County will reimburse the Commissioner or Elected Official for use of his/her vehicle, on the most direct route, at the rate of \$0.45 per mile.

- c) Insurance for Personal Vehicles Required and is Primary.

In the event a Commissioner or Elected Official uses a personal vehicle for County authorized business, liability coverage for third party claims is provided under the County auto insurance policy. The insurance coverage by the County is secondary; the insurance coverage under the personal vehicle is primary.

Personal damage or theft to the personal vehicle (collision and comprehensive insurance), repairs, maintenance or operating costs, personal injury protection and uninsured or underinsured motorist coverage are not available under the County insurance policy or reimbursable by the County and must be provided by the Commissioner or Elected Official, if desired.

Commissioner or Elected Officials must still provide insurance required under Oregon law to lawfully operate a personal vehicle.

5. Miscellaneous Vehicle Use Rules

Whether a Commissioner or Elected Official uses a County vehicle or is authorized to use a personal vehicle on official County business, bridge, road, and ferry tolls, and other expenses such as parking and storage fees shall be reimbursed at cost, if itemized.

Claims for maintenance and repair of personal automobiles will not be allowed.

Individual Commissioner or Elected Official shall be responsible for responding to alleged traffic and parking violations (which result in citations) incurred while a County car is checked out or a personal vehicle is used for County business, and for paying any fines and assessments which result from the violations. Individual Commissioner or Elected Official shall report said moving violations to the Board at the first regularly scheduled Board business meeting after return to the workplace. Three moving violations within a year constitute grounds for suspending County vehicle driving privileges.

6. Meal Per Diem Outside the County within the state or outside the state

Commissioner or Elected Officials traveling outside of Curry County on official County business may claim reimbursement, on a per diem basis, for meals that are not included in conference or seminar. If Commissioner or Elected Officials elect to eat meals other than those provided as part of a conference or seminar, they will be at their own expense. If Commissioner or Elected Officials choose to decline a meal provided as part of a conference or seminar, they cannot apply for reimbursement for that meal. Travel costs supported by various state and federal grants normally require special accounting for allowable costs to be tracked at the departmental level. Please consult the County Accountant for guidance.

When a Commissioner or Elected Official is required to travel outside Curry County on official County business for more than twenty-four (24) hours, he/she shall receive a daily per diem of \$30.00 for each full twenty-four (24) hour period.

Receipts are not required to support payment of per diem. Although receipts are not required to support per diem, the Board can require a Commissioner or Elected Official to submit receipts for informational purposes only.

Advances for per diem may be allowed for travel from the workplace when the request is made at least two weeks in advance of departure.

7. Budget Limitations

Commissioner and Elected Official Travel, Meals and Lodging may only be paid from appropriated budget line items.

1. For Commissioners, the Commissioner travel must be paid from the following line items (collectively "Travel Expense Accounts")
 - a. Travel, Meals & Lodging (490-00-580)
 - b. IGS – Assigned Vehicle (490.00-581)
 - c. IGS – Motor Pool (490.00-582)
 - d. Travel – Mileage Allowance (490.00-583)
 - e. Travel – Transportation (490-00-584)
2. Commissioners may only claim travel expenses from the above line items.
 - a. Any claim paid for travel expenses is outside of the above line items is not within Commissioner or staff authority, and the individual Commissioner is subject to personal liability for such expenses.

8. Unexpected Expenses

Unexpected costs or expenses may be paid by the County upon approval by the County Accountant, or in the County Accountant's discretion, the Board. After a decision to approve, the County Accountant shall file a written report for the Board to consider at its next regular business meeting.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Executive Session ORS 192.660(2)(e) and (f)**AGENDA DATE^a:** 07/19/2017 **DEPARTMENT:** Counsel **TIME NEEDED:** 30 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 07/12/2017**BRIEF BACKGROUND OR NOTE^b:** To discuss real properrty acquisition ORS 192.660(2)(e) and information exempt from public disclosure attorney client discussion re rights and duties under contract ORS 192.660(2)(f)^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)None

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☐**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☒

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Executive Session**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) If decision is made after adjourning from executive session

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐