Chief Executive Officers Board Meeting

Thursday | July 20, 2023 | 1:30 pm

Teams Meeting & In-Person

Agenda

A. **Call to Order**

B. **Roll Call**

C. **Public Comment**

D. **Written Communication**
1.TKW Arrangement Letter (Stout)……..……3

E. **Approval of Meeting Minutes**
1. June 15, 2023 minutes*……..……18

F. **Finance Report**
1. June 2023 Financials (Stout)……..……..…25

G. **New Business**
1. Custodial Contract Agenda Bill (Reese)*……..……28

H. **Project Reports**
1. Emergency Communications System Update (Polluconi)
2. New Facility Update

I. **Director's Report**

J. **Adjournment**

Next meeting August 17, 2023 at 1:30 p.m.

* **Requires Action**

Washington County
Consolidated Communications Agency

Written Communications

TKW

Talbot, Korvola & Warwick, LLP 14945 SW Sequoia Parkway, Suite 150, Portland, Oregon 97224
P 503.274.2849 F 503.274.2853 www.tkw.com

June 27, 2023

Board of Commissioners
Washington County Consolidated Communications Agency
5900 NE Pinefarm Ct.
Hillsboro, OR 97124

Attention: Mike Stout, CFO

The Objective and Scope of the Audit of the Financial Statements

You have requested Talbot, Korvola & Warwick, LLP ("TKW", "we", "us", or "our") audit Washington County Consolidated Communications Agency (WCCCA's) governmental activities, each major fund, and the budgetary comparison for the General Fund, as of and for the year ending June 30, 2023, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter ("Arrangement Letter").

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

- Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of WCCCA's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

An independently owned member
RSM US Alliance

RSM

RSM US Alliance is a premier affiliation of independent accounting and consulting firms. RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International. RSM US®, the RSM US Alliance logo and the RSM US Alliance signatures are proprietary to RSM US LLP, while RSM™ is used under license by RSM US LLP.

The Responsibilities of the Auditor (Continued)

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about WCCCA's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will also communicate to the Board of Commissioners *(a)* any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and *(b)* any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that WCCCA complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting WCCCA involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and

3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting WCCCA received in communications from employees, former employees, analysts, regulators, vendors, customers or others.

Management is responsible for the preparation of the Required Supplementary Information (RSI) which accounting principles generally accepted in the United States of America (U.S. GAAP) require to be presented to supplement the basic financial statements. Management is also responsible for the preparation of Other Supplementary Information (OSI) presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor's report on the RSI and OSI in any document that contains the RSI and OSI and indicates that the auditor has reported on such RSI and OSI. Management also agrees to present the RSI and OSI with the audited financial statements or, if the RSI and OSI will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the RSI and OSI no later than the date of issuance of the RSI and OSI and the auditor's report thereon.

The Board of Commissioners is responsible for informing us of its views about the risks of fraud within WCCCA , and its knowledge of any fraud or suspected fraud affecting WCCCA.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework (Continued)

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that they will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
    b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
    c. Additional information that we may request from management for the purpose of the audit; and
    d. Unrestricted access to persons within WCCCA from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Arrangement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of WCCCA's financial statements. Our report will be addressed to the Board of Commissioners of WCCCA. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of WCCCA's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

Reporting

You have informed us that you intend to prepare an annual comprehensive financial report (ACFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our association with other information in the ACFR consists of reading the other information and considering whether a material inconsistency exists between the other information and the financial statements, reviewing the ACFR based on the GFOA's financial statement checklist. WCCCA's financial statements and auditor's report thereon, as contained in ACFR, will be issued concurrently with the other schedules and information included within the ACFR. These schedules and information will be provided to TKW prior to the issuance of the documents and prior to the issuance of the auditor's report.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in WCCCA's books and records. WCCCA will determine that all such data, if necessary, will be so reflected. Accordingly, WCCCA will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by WCCCA personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Mike Stout, CFO. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Accounting Services

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as drafting the financial statements or assistance with the adoption of GASB Statement No. 94 or 96, etc.), Mike Stout, CFO, will oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over these services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

Parties' Understandings Concerning Situation Around COVID-19

To the extent any of the services described herein require a party to visit (Visiting Party) the other party's facilities (Host Party) in person, the Visiting Party agrees to comply with the Host Party's rules and regulations regarding COVID-19 safety protocols while on the Host Party's premises, provided the Visiting Party is made aware of such rules and regulations. Further, in the event any of the services described herein need to be suspended and/or rescheduled by a party due to the ongoing situation surrounding COVID-19, the party requesting the suspension or rescheduling of the services will provide the other party with prompt written notice of the foregoing. To the extent such suspension and/or rescheduling of the services impacts either the cost of the services or the ability of WCCCA or TKW to meet any deadlines or timeframes set forth herein, or both, the parties will document this in a written agreement mutually agreed upon and executed by both parties.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from WCCCA personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;

Fees and Costs (Continued)

4. Timely communication of all significant accounting and financial reporting matters, and
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. Our fee for the services described in this letter will not exceed $35,500 unless the scope of the engagement is changed, the assistance which WCCCA has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

Use of Subcontractors and Third-Party Products

From time to time and depending upon the circumstances, we may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information to them. You hereby consent to us sharing your information, including Confidential Information, with these third-party service providers on the same basis as we would be permitted to share information with one of our employees; provided such recipients are bound by written obligations of confidentiality that are as protective of your confidential information as the confidentiality terms set forth herein. You acknowledge and agree that our use of third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent TKW gives WCCCA access to a Third-Party Product in connection with the services contemplated herein, WCCCA agrees to comply with the terms of any applicable EULA for such Third-Party Product, and WCCCA shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by WCCCA, or any user to whom WCCCA grants access to such Third-Party Product. WCCCA agrees to indemnify and hold TKW harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, liabilities, expenses, and costs (including legal fees, expenses, and costs) relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the WCCCA, or any user to whom WCCCA grants access to such Third-Party Product.

Use of Subcontractors and Third-Party Products (Continued)

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of TKW. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of TKW's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by TKW for WCCCA under this Arrangement Letter, or any documents belonging to WCCCA or furnished to TKW by WCCCA.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable TKW policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in TKW's form. TKW reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for WCCCA, WCCCA will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

Because TKW will rely on WCCCA and its management and Board of Commissioners to discharge the foregoing responsibilities, WCCCA agrees to indemnify, hold harmless and release TKW and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of WCCCA's management.

WCCCA AND TKW AGREE THAT NO CLAIM ARISING OUT, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ARRANGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY TKW OR THE DATE OF THIS ARRANGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL TKW OR WCCCA, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ARRANGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT

OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY WCCCA TO TKW UNDER THIS ARRANGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE WCCCA OF ITS PAYMENT OBLIGATIONS TO TKW UNDER THIS ARRANGEMENT LETTER.

Confidentiality

TKW and WCCCA may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, TKW and WCCCA agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, TKW is permitted to disclose WCCCA's Confidential Information to TKW's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

Data Protection Compliance

We take reasonable steps to comply with all applicable privacy, cybersecurity, and data protection laws that may apply to Personal Information and Confidential Information we process on behalf of our clients.

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Arrangement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified or controlled unclassified information subject to the National Industrial Security Program, the National Industrial Security Program Operating Manual, or the Defense Federal Acquisition Regulation Supplement ("DFARS"), data subject to Export Administration Regulations ("EAR"), or International Traffic in Arms Regulations ("ITAR") controlled data. Unless otherwise expressly agreed upon and specified in writing by TKW and WCCCA, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

TKW and WCCCA acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Personal Information

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of WCCCA or WCCCA's customers or other third parties.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

Personal Information (Continued)

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Where we are acting as a service provider under the California Consumer Privacy Act, including as amended or replaced ("CCPA"), we (i) will not sell any Personal Information received from WCCCA; (ii) will not disclose Personal Information to another business, person, or third party, except for the purpose of maintaining or providing the services or exercising our rights as specified in this Arrangement Letter, including to provide Personal Information to advisers or sub-contractors, or to the extent such disclosure is required by law. We certify that we understand and will comply with the requirements enumerated in (i) and (ii). For the avoidance of doubt, all permitted uses of Personal Information by service providers that are enumerated in the CCPA are understood to apply to the Personal Information processed by us.

We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may use the Personal Information to improve and develop services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of WCCCA-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Termination (Continued)

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at its sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

Either party may terminate this Arrangement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of TKW, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. Notwithstanding anything stated to the contrary in this Arrangement Letter, WCCCA acknowledges and consents that we also may utilize Confidential Information and Personal Information that you have provided to us in connection with this engagement to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings and/or for development or performance of data analysis, business analytics or insights, or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. We will not use or disclose such Confidential Information or Personal Information in a way that would permit WCCCA or an individual to be identified by third parties without your prior written consent.

WCCCA agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, WCCCA agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering. Our association with an official statement is a matter for which separate arrangements will be necessary. WCCCA agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. If, based on our review, we identify no material inconsistencies with our audit, or other misstatements of fact, we will promptly communicate in writing to WCCCA that we do not object to the inclusion of our report in the offering documents. In the event our auditor/client relationship has been terminated when WCCCA seeks such consent, we will be under no obligation to grant such consent or approval.

Miscellaneous (Continued)

We agree that our association with any proposed offering is not necessary, providing WCCCA agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. WCCCA agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

> *Talbot, Korvola & Warwick, LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Talbot, Korvola & Warwick, LLP also has not performed any procedures relating to this official statement.*

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the Firm and is subsequently employed by or associated with a client in a key position. Accordingly, WCCCA agrees it will compensate us for any additional costs incurred as a result of WCCCA's employment of one of our partners, principals, or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Arrangement Letter. WCCCA shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States or Canada. WCCCA shall not knowingly cause TKW to violate any sanctions applicable to TKW. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Any term of this Arrangement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Notices

Unless otherwise expressly agreed upon by the parties in this Arrangement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Arrangement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Arrangement Letter) sent by WCCCA to TKW shall also be sent to the following address: 14945 SW Sequoia Parkway, Suite 150, Portland, OR 97224. Except as otherwise expressly provided in this Arrangement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Oregon, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Arrangement Letter constitutes the complete and exclusive statement of agreement between TKW and WCCCA and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Arrangement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

AGREED TO AND ACKNOWLEDGED BY:

TALBOT, KORVOLA & WARWICK, LLP

By Julie B. Fahey
Julie B. Fahey, Partner

Confirmed on behalf of the addressee:
Washington County Consolidated Communications Agency

Signature

Executive Director
Title

6/28/2023
Date

Washington County
Consolidated Communications Agency

Minutes

Washington County Consolidated Communications Agency

Chief Executive Officers Board
Meeting Minutes

June 15, 2023

IN-PERSON & TEAMS VIDEO MEETING

Present	Keith Mays, Board Chair, Council President, City of Sherwood Kathy McAlpine, Police Chief, Tigard PD Erin Calvert, Assistant County Administrator, Washington County Deric Weiss, Fire Chief, TVF&R Ernie Happala, Police Chief, City of King City
Guest(s):	
Staff Present	Mark Buchholz, Executive Director Jennifer Reese, Assistant Director Jennifer Kilcoin, Human Resources Manager Ron Polluconi, Technical Services Manager Michael Stout, Chief Financial Officer Barbi Denman, Administrative Specialist

A. Call to Order
Chair Mays called the meeting to order at 1:31 pm

B. Roll Call

C. Public Comment

D. Written Communication

E. Approval of Meeting Minutes
Happala moved to approve the April 20th minutes as distributed. Second by Calvert. All were in favor and the Motion carried.

F. Finance Report (Stout)
Stout reviewed May Financials. The financials are on track for the month and end of year. A favorable fund balance is anticipated at year end. Stout noted that a variance in capital outlay spending would be addressed later in the meeting. Calvert moved to approve the May 2023 financial report as presented. Second by Happala. All were in favor and the Motion carried.

G. New Business

1. Agenda Bill: Fiber Appropriation (Stout)

A fiber project was identified as part of a package of capital spend items originally budgeted and approved in FY21. The fiber portion of this project did not complete in FY21, so it was part of several projects carried over to FY22. The project was again not completed in FY22, but the approved funds for the project were not carried over to FY23. The project was again not completed in FY22, but the approved funds for the project were not carried over to FY23. The project completed in FY23, however the Agency lacks sufficient capital outlay appropriation in the General Fund to pay for this expenditure and with this agenda bill is proposing to use Fund Balance ion the Capital Projects Fund to pay for the work. The Agency can recover the spent fund balance in the FY25 budget process. This accounting is a little unusual for the Agency, so we are submitting it to the CEO and BOC as an agenda bill to evidence management has discussed and explained The transaction. Happala motioned for approval of the agenda bill, as written. The motion was seconded by Calvert and approved unanimously.

2. Agenda Bill: FY24 Budget (Stout)

Budget has not been changed since review in the Spring. Asking permission to take to BOC today at 3:00 pm. Weiss motioned for approval of the agenda bill, as written. The motion was seconded by Happala and approved unanimously.

3. Agenda Bill: Classification Alignments – Technical Services Division (Reese)

Yearly we send job classifications and pay ranges to Cascade Employers Group, who specialize in reviewing compensation. Each year, different departments are reviewed, this year we included the Information Services group.

WCCCAs Information Services group was misaligned with the general public's use of job descriptions. The descriptions were narrow in scope and WCCCA centric. Prior to reclassification, there was an IS Data Services Coordinator, as well as an IS Tech II position. These were changed to add flexibility when hiring and to promote with clearer classifications going forward. These roles have been re-defined and include three sections:

- Data Admin I, II, III.
- System Admin I, II, III.
- Network Admin I, II, III.

The first adjustment is the Data Services Coordinator position. WCCCA would like to split this position into an IS Tech Supervisor and Data Administrator I, II, and III roles. There is currently a "lead" sitting the in the Data Services coordinator position. This position currently does some coordinating of the IS staff. This role fits better as an IS Tech Supervisor. We did not want to lose the Data Services position, so it was broken into I, II, and III.

The GIS Analyst position, is a role we currently have. This role will become a mid-level role, with Technician being the first level, Analyst, second, followed by a Specialist. The new IS Tech II position will be broken into two different roles:

- System Administrator I, II, III.
- Network Administrator I, II, III.

Currently, there is an Electronic Communication Technician position, which is a senior role for Radio Services. We are changing the title to a level III, as well as, the Facilities Technician role.

We compared WCCCA's compensations to Portland, Vancouver, the Willamette Valley, as well as, Salem for comps. The mid-point ranges were reviewed.

There is an incumbent employee in the Data Services Coordinator role. He currently is in step F, we are moving him to step D, of the Supervisor role. There will be a slight wage increase for this position and an impact to the current budget of approximately $2,700 for the year.

For the GIS Analyst, who is are currently at step F, we will change him to the Specialist position, step E. This will be the mid-point, with a slight increase of $3,600 for the year.

The larger of the changes, is the IS Technician II role, which we have split out. One is now a Systems Administrator II, which is where his skill set is currently. In the IS Tech II role, he was in step C. This will be an increase of $9,400 for the year. The second position, was an IS Tech II, he was in step E, we will move him to a Network Administrator III position. This will be a $7,600 increase for the year.

As for the Radio Technicians, several of the ranges were off. There was a slight increase for the three Radio Tech II range, with an increase of $3,200 for the year.

For the Facilities Department, it was a change of classification only and a slight change to the II range. Currently, there is no one in this role, so no impact to the budget. The rest of the facilities positions were found to be within market, so no adjustment was made.

The overall impact to the budget is $17,856, for the base salaries, and an estimated $21,213, including benefits.

We are requesting approval of the new salary ranges as noted in the second agenda bill, well as an approval for the reclassification of these roles, the first agenda bill. These are all non-represented positions.

Question was raised about the progression of the roles. It is a natural progression, based on anniversary date. As the result of moving to the market, two employees not budgeted, will have a budget impact. McAlpine motioned for approval of the agenda bill, as written. The motion was seconded by Calvert and approved unanimously.

4. Agenda Bill: Classification Adjustments for Tech Services - (Reese)

McAlpine motioned for approval of the agenda bill, as written. The motion was seconded by Calvert and approved unanimously.

5. Agenda Bill: Directives for June (Taylor)

- 2.2.15 – Use of Tobacco. Updated the name of the directive and added nicotine/vaping language, to be compliant with ORS. Removed location of previous designated area.
- 2.2.18 – Non-work-related activities on the Dispatch Floor. Simplified the definition and use of a portable electronic device.

Calvert motioned for approval of the agenda bill, as written. The motion was seconded by Happala and approved unanimously.

6. Elect Vice-Chair (Mays)

Currently the WCCCA Board needs a vice chair. Calvert nominated Chief Weiss. Weiss accepted the nomination. Calvert motioned for approval of the elected Vice-Chair. The motion was seconded by Happala and approved unanimously.

H. Project Reports

1. Emergency Communications System Update (Polluconi)

- Still working on a few site construction/update closures.
- Continue to work on systems transition from Tanasbourne to Pinefarm facility. Will be fully out of Tanasbourne, June 26, 2023.
- Radio System core is relocated and being readied for transition back to WCCCA as the primary system. Current target June 16,2023.
- Have stopped all new "home key" programming. Will still work to catch up any partial agencies. Have moved to preventative maintenance beginning July 17, 2023.
    - Scheduling is underway and will be based upon a first in first out concept…The agency that was distributed new radios first will be offered PMs first and the last agency distributed radios will be offered PMs last. If an agency declines, then will move to the next and reschedule the declining agency into the schedule as best fits theirs and our schedule.
    - First four agencies to be offered PM's for mobile and portable radios.
        - Canby Police
        - Molalla Police
        - Sandy Police
        - Sandy Fire
    - Conventional deployment has stalled for the past month due to availability of tech resources. Will work to get back on track by July/August 2023.
    - Hired a 6th technician. Expect to be fully up to speed by the end of the calendar year.
    - DVRS – Initial programming and testing is complete and ready for four testing systems to be deployed for functional confirmation and approval.

        - LOFD
        - Canby FD
        - Hillsboro FD
        - TVF&R
    - Radio site PMs are nearly completed in WCCCA/Newberg side of the system. C800 will kick off mid-June 2023.

At the Pinefarm location, we have a new drive through bay, available for some of the larger vehicles.

2. New Facility Updates

We are here. We currently have a number of outstanding items. These include issues with diesel fuel at the polishing station, concrete work and some securing of doors. The County's team is to provide a list and timeframe. Calvert asked for WCCCAs list and be reviewed with Washington County. WCCCA's perspective, there is significant concern for items that are outstanding, in some cases the end of the warranty periods is approaching fast. WCCCA will work on the new contracts. List to be provided. Polluconi requests that each line be monetized, versus percent completed.

3. Job Descriptions / Information only

Director's Report

Staffing Report (Kilcoin)

- 59 of 67 Dispatchers
- 7 in training
    - Everyone is through call taking.
- Next round of hiring will be in October.
- Training this fall for the AMR transition.
- The In-House Academy has been extended by two weeks.
- Radio Tech hiring is in the final steps.

We received a BOLI claim. An employee that was in training and terminated last fall, has filed a discrimination claim based on sex, gender, and disability. The filing is due back to BOLI next week. The daily DOR's demonstrate the issues; our attorneys are involved in the review of our response.

Buchholz stated that the current focus is the transition to AMR. Metro West will end its' services with Washington County on July 31, 2023. The AMR contract with WCCCA will be ready for review for Board action, possibly next meeting

WCCCA will be working with Steven Fulmer, an organizational trainer. Roles as supervisors etc., will be reviewed to get everyone on the same page. The CEO Chair and Vice Chair will discuss with Buchholz to gain a better understanding.

As for the Tanasbourne, “old” facility, we have gone through final removal of IT technology, phone and radio systems. We have had a sale/open house for our agencies to “shop” for cubicles, chairs, etc. The Forestry Department picked up a dispatch console. We expanded the offerings to all 911 centers in Oregon as well.

Reese let the Board know of an award that Director Buchholz received from the Cybersecurity & Infrastructure Security Agency (CISA) for his work with SAFECOM and the NCSWIC NG911 Working Group. This was a Certificate of Appreciation and was awarded at their May meeting.

J. Adjournment

The meeting was adjourned by Chair Mays at 2:42.
Next CEO meeting is July 20, 2023 at 1:30 pm.

Washington County
Consolidated Communications Agency

Financial Report

WCCCA

100.0%

	General Fund	H	I	R	S	T	U	V	W	X	Y	Z
	FY23	Actuals FY21	Actuals FY22	Actuals March	Actuals April	Actuals May	Actuals June	Actuals FY23 YTD	Projected FY23	Budget FY23	**proj. budget variance**	**% budget**
5	911 Telephone Tax	4,546,269	5,545,499	0	0	1,371,965	0	5,465,215	5,465,215	5,400,000	65,215	101.2%
6	Interest Income	57,722	42,548	24,449	25,379	26,150	25,858	231,418	231,418	30,000	201,418	771.4%
7	Member & Associate User Fees	10,375,852	10,704,561	926,080	926,080	926,080	926,080	11,112,024	11,112,024	11,107,826	4,198	100.0%
8	C800 Contract Revenue	758,217	888,651	80,265	80,265	80,265	80,265	963,181	963,181	963,181	(0)	100.0%
9	Non-Member Contract Revenue	143,469	147,346	11,196	11,235	11,235	11,235	133,999	133,999	133,880	119	100.1%
10	Maintenance - Members	7,776	21,687	4,071	3,599	0	6,642	27,068	27,068	9,000	18,068	300.8%
11	Maintenance -C800	9,546	10,181	1,471	1,482	0	3,156	16,764	16,764	8,000	8,764	209.5%
12	Maintenance - Non-Members	9,672	4,133	808	190	190	119	7,098	7,098	0	7,098	
13	Tower Site Rent	126,209	153,726	(18,212)	4,175	8,476	4,301	111,710	111,710	83,518	28,192	133.8%
14	Insurance Claims			0	0	0	0	40,935	40,935	0	40,935	
15	Miscellaneous Revenue	104,673	171,678	27,008	4,314	27,538	2,931	149,027	149,027	156,000	(6,973)	95.5%
16	Pass Through	(25,798)	(3,426)	22,257	15,640	(12,577)	2,904	(15,863)	(15,863)	0	(15,863)	
18	**Total Revenue**	**16,113,607**	**17,686,585**	**1,079,392**	**1,072,357**	**2,439,321**	**1,063,490**	**18,242,578**	**18,242,578**	**17,891,405**	**351,173**	**102.0%**
20	Personal Services	12,927,879	14,057,600	1,162,826	1,116,943	1,169,595	1,239,984	14,110,027	14,110,027	15,772,850	1,662,823	89.5%
21	Materials and Services	2,049,051	2,041,848	100,263	504,511	119,530	635,358	2,588,431	2,588,431	3,511,751	923,320	73.7%
22	Capital Outlay	1,172,702	605,359	53,002	24,558	278,469	(282,194)	268,985	268,985	489,000	220,015	55.0%
23	Other, incl. Transfers	0	0	0	0	0	0	0	0	0	-	
24	Debt Service	0	0	819	8,293	788	793	113,606	113,606	0	(113,606)	
25	**Total Operating Expense**	**16,149,632**	**16,704,807**	**1,316,910**	**1,654,305**	**1,568,381**	**1,593,941**	**17,081,049**	**17,081,049**	**19,773,601**	**2,692,552**	**86.4%**
28	**NET GAIN (LOSS)**											
29	Beginning Fund Balance	7,691,881	7,655,856	10,278,140	10,040,621	9,458,673	10,329,613	8,637,634	8,637,634	9,799,162		
30	Net Operating Gain (Loss)	(36,025)	981,779	(237,518)	(581,948)	870,940	(530,451)	1,161,528	1,161,528	(1,882,196)		
31	Accounting Adjustment									-		
32	**Ending Fund Balance**	**7,655,856**	**8,637,634**	**10,040,621**	**9,458,673**	**10,329,613**	**9,799,162**	**9,799,162**	**9,799,162**	**7,916,966**		
34	Fund Balance Policy	4,037,408	4,176,202	3,744,232	3,744,232	3,744,232	3,744,232	3,744,232	3,744,232	4,174,615		
35	Unassigned Fund Balance	3,618,448	4,461,432	6,296,389	5,714,441	6,585,381	6,054,930	6,054,930	6,054,930	3,742,352		
36	**Ending Fund Balance**	7,655,856	8,637,634	10,040,621	9,458,673	10,329,613	9,799,162	9,799,162	9,799,162	**7,916,966**		
38	**FTE**	**91.70**	**95.00**	91.60	90.90	94.50	90.60	90.60	90.60	102.45		

WCCCA

Capital Projects Fund

		H	I	R	S	T	U	V	W	X
	FY23	Actuals FY21	Actuals FY22	Actuals March	Actuals April	Actuals May	Actuals June	Actuals FY23 YTD	Projected FY23	Budget FY23
1	INTEREST INCOME	5,881	5,843	3,471	3,587	3,700	3,663	32,870	32,870	
2	INTERGOVERNM'L REVENUE	0	0	0	0	0	0	0	0	
3	WASH. CTY. 2016 BOND REV.	6,693,335	5,946,913	68,707	0	338,545	(68,036)	2,426,942	2,426,942	4,200,000
4	TRANSFER IN	0	0	0	0	0	0	0	0	
5	**Total Revenue**	**6,699,216**	**5,952,756**	**72,177**	**3,587**	**342,245**	**(64,373)**	**2,459,813**	**2,459,813**	**4,200,000**
6	MATERIALS AND SERVICES							0	0	
7	CAPITAL FURNITURE		9,602	3,614	2,529		975	12,512	12,512	
8	WASH. CO. BOND 2016 EXP.	6,324,635	6,056,187	149,832		363,704	(88,948)	2,370,902	2,370,902	4,200,000
9	BUILDING EQUIPMENT						273,822	273,822	273,822	
10	**Total Operating Expense**	**6,324,635**	**6,065,789**	**153,446**	**2,529**	**363,704**	**185,848**	**2,657,236**	**2,657,236**	**4,200,000**
	NET GAIN (LOSS)									
11	Beginning Fund Balance	740,090	1,114,671	1,156,106	1,074,837	1,075,895	1,054,436	1,001,639	1,001,639	
12	Net Operating Gain (Loss)	374,581	(113,033)	(81,269)	1,058	(21,459)	(250,221)	(197,424)	(197,424)	-
13	Accounting Adjustment									
14	**Ending Fund Balance**	**1,114,671**	**1,001,639**	**1,074,837**	**1,075,895**	**1,054,436**	**804,215**	**804,215**	**804,215**	**-**

Washington County
Consolidated Communications Agency

New Business Items

Agenda Date: July 20, 2023

Agenda Item: Custodial Services Contract Award – Pinefarm Facility

Background

On March 16, 2023, request for proposal (RFP) for custodial services was published to the six (6) agencies that are members of the Oregon Forward program, as listed on the State of Oregon website. There is a requirement that public entities utilize these agencies for specific services, in this case, janitorial services within Washington County. The costs associated with these services are controlled by the State of Oregon, not the individual agencies. The RFP was open from March 16, 2023 through April 20, 2023 with a walkthrough of the facility conducted on April 4, 2023.

Pursuant to this RFP, one response was received, from Sustainable Cleaning Systems. This response was reviewed by staff and determined to be in compliance with the Statement of Work as published. The scope of the new Pinefarm facility is larger, including more bathrooms, office spaces, and an overall increase in square footage. Unfortunately, all of these increases led to increases in costs that we were not able to project until the proposal(s) were received.

This contract will be a five (5) month contract, to allow for a one (1) year contract to begin in January 2024, with an automatic renewal for up to eight (8) additional years. There is a clause that allows for the contact to be terminated with 30 days' notice. Additionally, there is a requirement that the contract be sent back out for proposals in 2032.

Budget

The contract amount is $10,318.37 per month, for a total in the FY24 fiscal year (11 months) of $113,502.07. This amount was under budgeted in the FY24 budget. $56,000 was set aside in the budget for this contract. The total contract amount was a much higher than anticipated, due to the reasons stated above related to the increased bathrooms, office space and general square footage. The overage amount, $57,502.07, will be taken from monies earmarked for the Strategic Plan in Materials and Services. This will leave $192,497.93 for FY24 to begin the Strategic Plan process.

Staff Recommendation

Authorize the Executive Director to enter into a five (5) month Custodial Services contract with Sustainable Cleaning Systems for the amount of ten thousand, three hundred eighteen dollars and thirty-seven cents, ($10,318.37) per month for a total contract price during FY24 (11 months) of one hundred thirteen thousand, five hundred two dollars and seven cents ($113,502.07). This contract will automatically renew in January 2024, and subsequently renew for a total of eight (8) additional years, unless terminated by either party with 30 days' notice.