

Pacific County Fire Protection District 1
Special Commissioner's Meeting
October 8th, 2019 – 10:00 a.m.
Station 21-1, Ocean Park



AGENDA

Establish Quorum/Call Meeting To Order/Approval of Agenda

Washington State Auditor's Office Entrance Interview

New Business:

1. HGAC Buy Interlocal Contract for Cooperative Purchasing: Needs Approval
2. Other District Business

Adjourn Meeting by Chairman



**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

ILC No.:
ILC19-8128
Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT (“Contract”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the Houston-Galveston Area Council, hereinafter referred to as “H-GAC,” having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **Pacific County Fire Protection District No. 1**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “End User,” having its principal place of business at **PO Box 890 Ocean Park, WA 98640**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **10/08/2019** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **01/01/2019** and ends **12/31/2019**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H- GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H- GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

Pacific County Fire Protection District No. 1
Name of End User (local government, agency, or non-profit corporation)

PO Box 890
Mailing Address

Ocean Park, WA 98640
City, State ZIP Code

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX
77027

By: _____
Executive Director

Date: _____

Signature of chief elected or appointed official | **Date**

Jacob Brundage, Fire Chief
Typed Name & Title of Signatory



END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: Pacific County Fire Protection District No. 1 County Name: Pacific

Mailing Address: PO Box 890 Ocean Park, WA 98640

Main Telephone Number: (360) 665-4451 FAX Number: (360) 665-4909

Physical Address: 26110 Ridge Avenue Ocean Park, WA 98640

Web Site Address: www.pcf1.org

Official Contact: [REDACTED]
Mailing Address: PO Box 890
Ocean Park, WA 98640

Title: District Secretary
Ph No.: (360) 665-4451
FX No.: (360) 665-4909
E-Mail Address: jamie@pcf1.org

Authorized Official: Jacob Brundage
Mailing Address: PO Box 890
Ocean Park, WA 98640

Title: Fire Chief
Ph No.: (360) 665-4451
FX No.: (360) 665-4909
E-Mail Address: brundage@pcf1.org

Official Contact: Brad Weatherby
Mailing Address: PO Box 890
Ocean Park, WA 98640

Title: Assistant Chief of Administration
Ph No.: (360) 665-4451
FX No.: (360) 665-4909
E-Mail Address: weatherby@pcf1.org

Official Contact:
Mailing Address:

Title:
Ph No.:
FX No.:
E-Mail Address:

Official Contact:
Mailing Address:

Title:
Ph No.:
FX No.:
E-Mail Address:

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.



Office of the Washington State Auditor

Pat McCarthy

Entrance Conference: Pacific County Fire Protection District No. 1

The Office of the Washington State Auditor's vision is increased trust in government. Our mission is to provide citizens with independent and transparent examinations of how state and local governments use public funds, and develop strategies that make government more efficient and effective.

The purpose of this meeting is to share our planned audit scope so that we are focused on the areas of highest risk. We value and appreciate your input.

Audit Scope

Based on our planning, we will perform the following audits:

Accountability audit for January 1, 2016 through December 31, 2018

We will examine the management, use and safeguarding of public resources to ensure there is protection from misuse and misappropriation. In addition, we will evaluate whether there is reasonable assurance for adherence to applicable state laws, regulations and policies and procedures.

We plan to evaluate the following areas:

- Procurement –public works and purchases
- Payroll – gross wages and leave balances
- Accounts payable – fuel cards
- Tracking and monitoring of theft sensitive assets such as computers, tools and pharmaceutical inventory
- Self-insurance of unemployment compensation
- Financial condition and fiscal sustainability
- Open public meetings – documentation of minutes, special sessions and executive sessions

Financial statement audit for January 1, 2016 through December 31, 2018

We will provide an opinion on whether your financial statements are presented fairly, in all material respects, in accordance with the applicable reporting framework. The audit does not attempt to confirm the accuracy of every amount, but does search for errors large enough to affect the conclusions and decisions of a financial statement user.

Engagement Letter

We have provided an engagement letter that confirms both management and auditor responsibilities, and other engagement terms and limitations. Additionally the letter identifies the cost of the audit, estimated timeline for completion and expected communications.

Levels of Reporting

Findings

Findings formally address issues in an audit report. Findings report significant deficiencies and material weaknesses in internal controls; misappropriation; and material abuse or non-compliance with laws, regulations or policies. You will be given the opportunity to respond to a finding and this response will be published in the audit report.

Management Letters

Management letters communicate control deficiencies, non-compliance or abuse that are less significant than a finding, but still important enough to be formally communicated to the governing body. Management letters are referenced, but not included, in the audit report.

Exit Items

Exit items address control deficiencies or non-compliance with laws or regulations that have an insignificant effect on the audit objectives. These issues are informally communicated to management.

Important Information

Confidential Information

Our Office is committed to protecting your confidential or sensitive information. Please notify us when you give us any documents, records, files, or data containing information that is covered by confidentiality or privacy laws.

Audit Costs

The cost of the audit is estimated to be approximately \$12,000, plus travel expenses.

Expected Communications

During the course of the audit, we will communicate with [REDACTED] District Secretary on the audit status, any significant changes in our planned audit scope or schedule and preliminary results or recommendations as they are developed.

Please let us know if, during the audit, any events or concerns come to your attention of which we should be aware. We will expect Jamie Meling to keep us informed of any such matters.

Audit Dispute Process

Please contact the Audit Manager or Assistant Director to discuss any unresolved disagreements or concerns you have during the performance of our audit. At the conclusion of the audit, we will summarize the results at the exit conference. We will also discuss any significant difficulties or disagreements encountered during the audit and their resolution.

Loss Reporting

State agencies and local governments are required to immediately notify our Office in the event of a known or suspected loss of public resources or other illegal activity. These notifications can be made on our website at www.sao.wa.gov/report-a-concern/how-to-report-a-concern/fraud-program/.

Peer Reviews of the Washington State Auditor's Office

To ensure that our audits satisfy *Government Auditing Standards*, our Office receives external peer reviews every three years by the National State Auditors Association (NSAA). The most recent peer review results are available online at www.sao.wa.gov/about-sao/who-audits-the-auditor/. Our Office received a “pass” rating, which is the highest level of assurance that an external review team can give on a system of audit quality control.

Working Together to Improve Government

Audit Survey

When your report is released, you will receive an audit survey from us. We value your opinions on our audit services and hope you provide us feedback.

Local Government Support Team

This team provides support services to local governments through technical assistance, comparative statistics, training, and tools to help prevent and detect a loss of public funds. Our website and client portal offers many resources, including a client Help Desk that answers auditing and accounting questions. Additionally this team assists with the online filing of your financial statements.

The Center for Government Innovation

The Center is a resource for local governments that want to solve problems, innovate, and improve the value of their services to citizens. The Center is available by phone, online, or in person to offer assistance, programs, and tools – at no additional charge. You can contact the Center for more information at center@sao.wa.gov.

Audit Team Qualifications

Kelly Collins, CPA, Director of Local Audit – Kelly has been with the Washington State Auditor's Office since 1992. In her role, she oversees the audit teams which perform the audits for over 2,200 local governments. She serves on the Washington Finance Officers Association Board and is a member of the Washington Society of Certified Public Accountants' Government Auditing and Accounting Committee. Phone: (360) 902-0091 or Kelly.Collins@sao.wa.gov

Tina Watkins, CPA, Assistant Director of Local Audit – Tina has been with the Washington State Auditor's Office since 1994. In her role as Assistant Director, she assists with statewide oversight and management of all the audits for local government. She served as an Audit Manager for six years prior to becoming an Assistant Director of Local Audit. Phone: (360) 260-6408 Ext. 106 or Tina.Watkins@sao.wa.gov

Bryson Bristol, Audit Manager – Bryson has been with the State Auditor's Office since 2008. Notable work experiences include serving as the Team Olympia Audit Manager since 2016. Team Olympia is responsible for auditing local governments and community colleges in Thurston, Lewis, Grays Harbor and Pacific counties. Bryson has conducted and supervised a broad spectrum of office engagements including whistleblower investigations, local and state government audits, performance audits and census data examinations. Bryson has also served as a financial reporting specialist for the Office's Local Government Support team. Phone: (360) 725-5562 or Bryson.Bristol@sao.wa.gov

Katie Gravatt, Assistant Audit Manager – Katie has been with the State Auditor’s office since 2012. Notable work experiences include leading the City of Olympia, Grays Harbor County and Lewis County audits. Katie has prior audit experience with counties, cities, public utility districts, ports, hospital districts, school districts, and other miscellaneous entities. Katie also serves as an Office specialist for Conservation Districts. Phone: (360) 725-5336 or Katie.Gravatt@sao.wa.gov

Morgan Hendricks, Audit Lead – Morgan has been with the State Auditor’s Office since 2013. Notable work experiences include leading various audits including counties, cities, universities, school districts, hospitals and other governmental agencies. Morgan has prior auditing and accounting experience in tax and higher education. Phone: (360) 725-5377 or Morgan.Hendricks@sao.wa.gov

NOTICE OF MEETING DATE CHANGE
(RCW 42.30.080)



The Board of Commissioners of Pacific County Fire Protection District 1 will hold a Special Meeting at:

26110 Ridge Avenue, Ocean Park, WA 98640
(Location of Meeting)

Tuesday, October 8th, 2019
(Date and Day of Week)

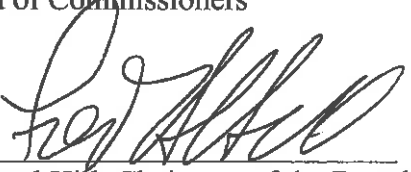
10:00 A.M.
(Time)

To discuss and/or take action on the following items of business:

1. WA SAO Entrance Interview
2. Other District Business

Dated this 4th day of October, 2019

Pacific County Fire Protection District 1
Board of Commissioners

By: 
Fred Hill, Chairman of the Board



Copy of Notice given to:

Commissioner Hill	<u>10/4/19</u>	Date/Time	<u>/ 11:15</u>
Commissioner Long	<u>10/4/19</u>		<u>/ 11:15</u>

Commissioner Downer	<u>10/4/19</u>	Date/Time	<u>/ 11:15</u>
Chinook Observer	<u>10/4/19</u>		<u>/ 11:25</u>

Notice posting places, dates and times:

Station 21-1 Ocean Park	<u>10/4/19</u>	Date/Time	<u>/ 11:25</u>
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Station 21-2 Seaview	<u>10/4/19</u>	Date/Time	<u>/ 11:24</u>
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