# Board of Registration For Professional Engineers & Land Surveyors

## **Board Meeting**

August 8, 2019

Historic Davenport Hotel Spokane, WA

# Tab 1

# **Call to Order**



#### STATE OF WASHINGTON BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

### COMMITTEE MEETING SCHEDULES & SPECIAL BOARD MEETING AGENDA

- DATE: Committee Meetings Wednesday, August 7, 2019 Special Board Meeting – Thursday, August 8, 2019
- TIME:August 7, 201911:00 a.m.August 8, 20198:00 a.m.
- LOCATION: The Historic Davenport 10 South Post Street Spokane, WA 99201

**ATTENTION:** All meetings are open to the public except when business calls for a Closed Session. During Closed Session all guests will be excused. Start times are subject to change by the Board or Committee Chair.

Guests may choose to join the board during meals, but meals will not be provided for guests.

## COMMITTEE MEETING SCHEDULE

Wednesday, August 7, 2019

#### Committee Reports are given under the Regular Board Meeting agenda item #3-Committee Reports.

Executive Committee (EC) (John Reed)	<u>11:00 a.m.</u>
Review of budget, travel, staffing, and small agency issue	es.
Committee: Mr. VanDeWege, PE, Board Chair; Mr. Weng	gler, PLS, CFedS, Vice Chair;
Mr. Blaisdell, PLS, Board Staff.	-
Report under #3.1.	

Exam/Qualifications /Committee (EQ) (John Reed)12:00 p.m.Review of exam related subjects, application eligibility, and policy review.

Committee: Doug Hendrickson, PE, Chair; Ms. Gnanapragasam, PE, Vice Chair; Mr. Shrope, PE, SE, Board Staff. Report under #3.2.

#### Practice Committee (PC) (Roosevelt)

12:00 p.m.

Review of questions on scope of practice and policy review. Committee: Mr., Wengler, PLS, CFedS, Chair; Mr. Blaisdell, PLS, Vice Chair, Ms. Lund, PE, SE, Board Staff. Report under #3.3.

## STRATEGIC PLANNING SESSION

Wednesday, August 7, 2019 1:30 p.m. John Reed Boardroom

- 1. Outreach/Education Taskforce discussion
- 2. Board Mission Statement
- Policies
  3.1. Small Agency Administrative Policies
  3.2. Board Policies
- 4. WAC 196 Board rules
- 5. Board Manual

### **BOARD MEMBER TRAINING**

Wednesday, August 7, 2019 3:00 p.m. John Reed Boardroom

- 1. APA Separation of Roles
- 2. Open Public Meetings Act

Items not covered during Wednesday's strategic planning session will be discussed under agenda item 5.1 when the full Board reconvenes for their Special Meeting at 8:00 a.m., Thursday, August 8, 2019 in the Elizabethan A Room.

## **Executive Committee**

The Davenport Hotel – Spokane, WA August 7, 2019 John Reed Room 11:00 am

Ivan VanDeWege, PE, Chair
Aaron Blaisdell, PLS, Vice Chair
James Wengler, PLS, CFedS, Past Chair

Support staff: Ken Fuller, PE, Interim Director

## **Discussion Topics:**

- Interagency Agreement
- Board staffing positions
- Budget

## Exam Qualifications Committee Discussion Topics August 7, 2019 Spokane, WA

## Committee:

Doug Hendrickson, PE Nirmala Gnanapragasam, Ph.D., PE Stephen Shrope, PE, SE

## Support staff:

Shanan Gillespie, Regulatory Program Manager Vonna Rakestraw, Licensing Supervisor

## <u>Agenda:</u>

## • Rule language

- o WAC 196-20 finalization
- o WAC 196-26A & WAC 196-30
- Application review
  - o FE
  - o PE
  - o Application language/requirementso SE
    - Application review
    - o Application language/requirements

## Practice Committee Discussion Topics

Committee: Mr. James Wengler, PLS, Chair Mr. Aaron Blaisdell, PLS Ms. Marjorie Lund, PE

Support Staff: Ms. Short

- Complaints Summary
- Compliance Report
- Communications

#### SPECIAL BOARD MEETING AGENDA Thursday, August 8, 2019 Elizabethan A Room

#### OPEN SESSION ...... 8:00 a.m.

#### 1. Call to Order

- 1.1. Introductions
- 1.2. Order of agenda
- 1.3. Approval of draft minutes: June 20, July 22 and July 24, 2019
- 1.4. Review communications
- 1.5. Public comment opportunity

#### 2. Interagency Relations

- 2.1. DOL/BORPELS Interagency agreement discussion
- 2.2. Update on Board Staffing and potential ORG chart

#### 3. Committee/Task Reports

- 3.1. Executive Committee
- 3.2. Exam/Qualifications Committee
- 3.3. Practice Committee

**EXECUTIVE SESSION:** The chair will announce the purpose and estimated duration for *Executive Session*. No formal actions will be taken during *Executive Session*. Once *Executive Session* concludes, the Board will take a break to announce and invite visitors to *Open Session*.

### **OPEN SESSION RECONVENES**

#### 4. Disciplinary Activity

- 4.1. New board orders
- 4.2. Recommended closures
- 4.3. Disciplinary report

#### 5. New Business

- 5.1 Update on Interim director appointment
- 5.2 Strategic planning report Continued discussion from August 7, 2019 meeting

#### 6. Old Business

- 6.1. Review prior action items list
- 6.2. Outreach and event calendar
- 6.3. DAINIS Update

#### 7. Executive Director's Report

7.1. Program operations 7.2. Financial Report 7.3. Travel

7.4. Other items

## 8. Assistant Attorney General's report

## 9. Other Business

- 9.1. Any other business
- 9.2. Additional Public Comment
- 9.3. Action items from this meeting
- 9.4. Agenda items for next meeting

## 10. Adjourn Meeting



#### STATE OF WASHINGTON BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

### **REGULAR BOARD MEETING AGENDA**

DATE: Thursday, June 20, 2019

**TIME:** 8:00 a.m.

LOCATION: The Red Lion 18220 International Blvd Seattle, WA 98188

### **BOARD MEMBERS:**

James Wengler, PLS, CFeds, Chair Ivan VanDeWege, PE, Vice Chair Doug Hendrickson, PE Marjorie Lund, PE, SE Aaron Blaisdell, PLS Nirmala Gnanapragasam, Ph.D., PE

### BOARD MEMBER ABSENT:

Stephen Shrope, PE, SE

### **STAFF MEMBERS:**

Ken Fuller, PE, Executive Director Shari Honeywell, Administrative Assistant Shanan Gillespie, Regulatory Program Manager Jill Short, Investigations & Compliance Manager Elizabeth Lagerberg, AAG

#### BOARD MEETING AGENDA Thursday, June 20, 2019

#### OPEN SESSION ...... 8:00 a.m.

#### 1. Call to Order

#### 1.1. Introductions

Board members and staff, introduced themselves. No guests.

#### 1.2. Order of agenda

Recommendation to amend agenda to discuss agenda item 2.2 at 10:00 a.m.

MOTION: Mr. VanDeWege made a MOTION to accept the agenda as amended. Mr. Blaisdell seconded the MOTION and it passed.

1.3. Approval of draft minutes: April 25, 2019, May 9, 2019, May 31, 2019

Mr. Hendrickson recommended an amendment to item 1.5 to change the word from OR to OF and item 4.1.1 the 2<sup>nd</sup>-4<sup>th</sup> bullets should be indented.

MOTION: Mr. Blaisdell made a MOTION to accept the **April 25, 2019** minutes as amended. Ms. Gnanapragasam seconded the MOTION and it passed.

MOTION: Mr. Hendrickson made a MOTION to accept the **May 9, 2019** meeting minutes. Mr. Blaisdell seconded the MOTION and it passed.

Mr. Hendrickson made a recommendation to amend item 3.4 to complete the spelling on service.

MOTION: Mr. VanDeWege made a MOTION to accept the **May 31, 2019** meeting minutes. Mr. Hendrickson seconded the MOTION and it passed.

Mr. Hendrickson made a recommendation to amend item 2.2 paragraph 2 to correct word from HAVE to HAS.

- 1.4. Review communications No Business
- 1.5. Public comment opportunity No Business

#### 2. Interagency Relations

2.1. DOL/BORPELS Interagency agreement discussion

Mr. Fuller reported that on Tuesday, June 25<sup>th</sup> he is meeting with Ms. Clawson, Mr. White and Ms. McCann from DOL, as well as Engineer board members Mr. VanDeWege, Ms. Gnanapragasam, Mr. Wengler and AAG Ms. Lagerberg. They will

be discussing the logistics and functions of making the Engineers board their own state agency.

Mr. Fuller has signed a master contract agreement with Dainis, and with AAG on behalf of the Board that will carry over to the new agency.

### 2.2. **DES staff presentation**

Mr. Fuller introduced Mr. Bitar who currently works for DES in the small agency financial services and came highly recommended fr*om* Ms. Berntsen. Mr. Bitar will be the acting CFO for the Engineers agency and will oversee all aspects of accounting and financial services.

The legislature provided a budget of \$4.8 million for the next biennium. \$600,000.00 will be for software upgrades so \$4.2 million will be for operating expenditure.

### 2.3. Update on Board Staffing and potential ORG chart

Mr. Fuller stated that he will be hiring a Deputy Director who is a licensed Professional Land Surveyor (PLS) in a part time temporary position.

Mr. Fuller is also working on the logistics of the job descriptions for the 4 staff positions. Once that is done they will be sent to HR to begin the hiring process.

Recommendation for Mr. Fuller as director or Interim director of BORPELS as appointment selection process takes place.

MOTION: Mr. VanDeWege made a MOTION to recommend Mr. Fuller as director or interim director of BORPELS. Mr. Hendrickson seconded the MOTION and it passed.

Action: Mr. VanDeWege will draft a letter of recommendation to give to the Governor.

## 3. Committee/Task Reports

### 3.1. Exam/Qualifications Committee

Ms. Lund delivered the committee report.

- Reviewed WAC 196-020 application process for qualifications for EIT exam language.
- WAC 196-026A update to language. It will now request Unprofessional conduct history.
- WAC 196-030 On-site update, same as WAC 196-026A.
- Reviewed an application from a foreign student for taking the FE exam. Degree was evaluated by an evaluation service FIS out of Edmonds and the committee approved it.
- PE by Comity requested both civil and an environmental engineer endorsement.

Our regulations require him to take to PE exam for each endorsement. We did approve PE civil by comity. He was not approved for environmental engineer Endorsement.

Ms. Lund reported that they are working on the Structural application work experience document.

Mr. Wengler discussed the Professional Land Surveyor Law exam with the committee.

Ms. Lund noticed as a result of PLS law review that there needs to be a few modifications to the PE law review. Ms. Lund will work on the review and get to Vonna.

Ms. Lund talked about the On-site exam in October. She would like Mr. Fuller to review for error and formatting.

MOTION: Mr. Hendrickson made a MOTION to accept the report of the Exam Qualifications Committee. Mr. Blaisdell seconded the MOTION and it passed.

#### ACTION: Mr. Fuller to review On-site exam.

#### 3.2. Practice Committee

Mr. Blaisdell delivered the committee's report.

Total complaints received since the last meeting: 13

<u>4</u>-Engineering <u>4</u> Surveying <u>3</u> Unlicensed Engineering <u>2</u> Corporation.

There are currently 4 individuals on compliance monitoring (Richard Russum, PLS; Leonard James, PLS; Joshua Marrow, PE; and Partner Assessment Corporation). Mr. Russum's compliance is currently under review by the Board's Executive Director; Mr. James has requested an amendment to his previous agreed order to permanently retire his license; Mr. Marrow and Partner Assessment Corporation are in compliance with their agreed orders.

Action: Mr. Fuller to get more details on the current WAC 196-23-020(1) and its intent and bring those findings back to the PC for consideration. Action: PC committee is still reviewing the complaint process flow chart to make it easier for the public to understand.

MOTION: Ms. Gnanagragasam made a MOTION to accept the practice committee report. Ms. Lund seconded the MOTION and it passed.

#### 3.3. Surveying Committee

Mr. Hendrickson delivered the committee's report.

The committee had a detailed discussion regarding map certifications: and regarding DNR's instruction to Auditors requiring signature both with the Certification, and the Seal. Mr. Blaisdell accepted the task to discuss the matter with a Licensee that had communicated with board.

### 3.4. Executive Committee

Mr. Wengler reviewed the interagency agreement, board staff position, and NCEES motions for the annual meeting. They also discussed possibly renaming the executive committee, but decided against it.

### 3.5. Outreach Education Task Force

No Business.

**EXECUTIVE SESSION:** Mr. Wengler, Board Chair, announced the purpose and estimated time 9:15 a.m. to 10:15 a.m. for *Executive Session*. At the conclusion of the 1 hour, the Board went into open session at 10:18 a.m., took a 10 minute break and went back into Executive Session at 11:20 a.m. Open Session reconvened at 12:30 p.m.

## **OPEN SESSION RECONVENES**

### 4. Disciplinary Activity

4.1. New board orders

### 4.1.1. 2017-04-0003-00ENG Leonard James, PLS

Mr. James completed and recorded a misleading boundary agreement survey. The Agreed Order imposed the following sanctions:

- Respondent license shall be set to a permanent retired status and will not be renewed.
- The \$10,000 fine to be paid within the 30 days of acceptance of the Agreed Order.

MOTION: Mr. Blaisdell made a MOTION to accept the Agreed Order. Mr. VanDeWege seconded the MOTION, and it passed. Mr. Wengler abstained.

## 4.1.2. 2017-07-0003-00ENG Ed Spears, PLS

Mr. Spears completed an erroneous survey, and did not file the survey within 90 days.

The Agreed Order imposed the following.

• A \$1000 fine to be paid within 30 days of the effective date of the order.

MOTION: Ms. Lund mad a MOTION to accept the Agreed Order. Ms.Gnanapragasam seconded the MOTION, and it passed. Mr. Blaisdell abstained.

## 4.2. Recommended closures

4.2.1. 2018-11-003-00ENG

Mr. Blaisdell recommended the case be closed.

MOTION: Ms. Gnanapragasam made a MOTION to accept the case manager's recommendation for closure. Mr. Hendrickson seconded the MOTION, and it passed.

#### 4.2.2. **2019-01-0001-00ENG**

Mr. Blaisdell recommended the case be closed.

MOTION: Mr. Hendrickson made a MOTION to accept the case manager's recommendation for closure. Ms. Gnanapragasam seconded the MOTION, and it passed. Mr. Blaisdell abstained.

#### 4.2.3. 2019-03-0003-00ENG

Ms. Lund recommended the case be closed.

MOTION: Mr. Blaisdell made a MOTION to accept the case manager's recommendation for closure. Ms. Gnanapragasam seconded the MOTION, and it passed. Ms. Lund abstained.

### 4.3. Disciplinary report

Packet item only; no action.

#### 5. New Business

#### 5.1. Election of Officers

Mr. Hendrickson presented a slate of proposed officers:

- Chair- Ivan VanDeWege
- Vice Chair- Aaron Blaisdell

MOTION: Ms. Lund made a MOTION to accept the slate of officers as proposed. Ms. Gnanapragasam seconded the Motion and it passed. Mr. VanDeWege abstained.

### 5.2. NCEES Annual Meeting Motions and direction to delegates.

Discussion about the MOTIONS to be presented at the 2019 Annual meeting.

Mr. Hendrickson made a MOTION to agree with the NCEES board recommendation of placement and disposition of endorsement with the exception of ACCA 4 & Education 3. Ms. Gnanapragasam seconded the MOTION and it passed.

### 6. Old Business

#### 6.1. Review prior action items list

Ms. Honeywell reviewed the master action item list with Board.

#### 6.2. Outreach and event calendar

NCEES meeting August 2019 in Washington, D.C., in the fall there is outreach possibility in Vancouver/Portland and Oregon State University.

#### 6.3. DAINIS Update

Mr. Fuller gave an update on the On-site exam, and the Professional Land Surveyor exam form.

#### 7. Executive Director's Report

- 7.1. Program operations Previously discussed under item 2.1 & 2.2
- 7.2. Financial Report Presented in packet

#### 7.3. Travel

Discussion was made on attendance for the NCEES Annual Meeting in August. Ms. Short and Mr. Blaisdell will be attending as non-funded delegates.

7.4. Other items None

#### 8. Assistant Attorney General's report

Ms. Lagerberg will present the OPMA and Board Clerk training will be at the next committee board meeting.

#### 9. Other Business

- 9.1. Any other business
  - 9.1.1. NCEES Western Zone Meeting, Boise, Idaho Report

Ms. Short was reappointed to law enforcement committee, Mr. Wengler is on the policy and procedure committee and Mr. Blaisdell is on the examination for Professional Land Surveyors committee. Mr. Fuller was appointed to the uniform procedure and legislation guideline abstract Committee.

#### 9.1.2. Reappointment of Board Members

Mr. VanDeWege and Mr. Wengler were reappointed by the governor to serve a second term.

#### 9.1.3. Seattle University NCEES Award

Mr. Fuller shared with the board that Ms. Ganapragasam's team won two \$10,000 awards from NCEES.

9.2. Additional Public Comment

None

#### 9.3. Action items from this meeting

Action items were reviewed and will be added to the master action items list.

#### 9.4. Agenda items for next meeting

OPMA and Board Clerk training,

10. Adjourn Meeting: 3:00 p.m.

Next Meeting: August 7, 2019 11:00 a.m. - Committee Meetings August 8, 2019 8:00 a.m. - Annual Board Meeting The Historic Davenport 10 South Post St. Spokane, WA 99201

Respectfully Submitted:

Ken Fuller, PE, Executive Director



#### STATE OF WASHINGTON BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

## SPECIAL BOARD MEETING AGENDA

- **DATE:** Special Board Meeting Monday, July 22, 2019
- TIME: 3:00 PM
- LOCATION: Department of Licensing Room 2113 405 Black Lake Blvd SW Olympia, WA 98502

#### **BOARD MEMBERS:**

Ivan VanDeWege, PE, Chair Aaron Blaisdell, PLS, Vice Chair Stephen Shrope, PE, SE Doug Hendrickson, PE Marjorie Lund, PE, SE James Wengler, PLS, CFeds Nirmala Gnanapragasam, Ph.D, PE

#### **STAFF MEMBERS:**

Shari Honeywell, Administrative Assistant Jill Short, Program Manager Ken Fuller, Executive Director Elizabeth Lagerberg, AAG

#### GUESTS:

Paul Bitar, DES Jamie Langford, DES Sarah Pittman, DOL

- 1. Call to Order 3:02 p.m.
  - 1.1 Introductions Board members, staff, and guests introduced themselves.
- 2. Department of Licensing and Board of Registration for Professional Engineers and Land Surveyors interagency agreement discussion & action.

The board will do a final review of the two items listed below at the July 24<sup>th</sup> special meeting teleconference.

- Ms. Lagerberg will work with Mr. Padilla-Huddleston on the interagency agreement.
- Mr. Fuller and Ms. Lagerberg will work on the statement of work.

### 3. Adjourn Meeting: 4:15 p.m.

Next meeting: July 24, 2019 @ 3:00 p.m. DOL Black Lake 2 Room 2108 Olympia, WA 98507



#### STATE OF WASHINGTON BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

## SPECIAL BOARD MEETING AGENDA

- DATE: Special Board Meeting Wednesday, July 24, 2019
- TIME: 3:00 PM
- LOCATION: Department of Licensing Room 2108 405 Black Lake Blvd SW Olympia, WA 98502

Board members participating via conference call. Department of Licensing staff attending in person. Visitors please check in at the front counter.

#### 1. Call to Order

- 1.1 Introductions
- 2. Department of Licensing and Board of Registration for Professional Engineers and Land Surveyors interagency agreement discussion & action
- 3. Adjourn Meeting

# Tab 2

# **Interagency Relations**

#### IAA 2019-07-001 DOL SUPPORT SERVICES

#### INTERAGENCY AGREEMENT WASHINGTON STATE DEPARTMENT OF LICENSING AND THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

THE FOLLOWING Interagency Agreement is hereby entered into between the Washington State Department of Licensing (DOL) and the Washington State Board of Registration for Professional Engineers and Land Surveyors (BOARD). The BOARD or DOL may be individually referred to as "Party", or collectively referred to as "Parties."

Pursuant to the mutual terms and conditions herein, the Parties hereby agree as follows:

WHEREAS the Washington State Legislature has specified that the BOARD is an independent state agency; and

**WHEREAS** the BOARD has recently gained full authority over its budget, and staffing pursuant to chapter 18.43 RCW as amended in accordance with all applicable federal and state laws, rules, regulations and policies; and

**WHEREAS** the BOARD had been operating under the administrative umbrella of DOL for several years and has shared use of DOL staff with other professional licensing boards; and

**WHEREAS** at the outset of this Agreement, the BOARD, as an independent agency, employs no staff and must transition from the DOL administrative umbrella, to hiring and training staff, and to operating as an independent agency; and

WHEREAS pursuant to HB 1176, Section 23, DOL must provide administrative staff support and associated technical services, materials and equipment to the BOARD as needed during and after that transition; and

**WHEREAS** this Agreement will cover the general scope of services necessary to meet DOL's obligations; and

**WHEREAS** the services covered by this Agreement shall be accomplished in phases by executed "STATEMENTS OF WORK" all subject to the general terms and conditions of this Agreement.

**NOW, THEREFORE**, by virtue of chapter 39.34 RCW and chapter 18.43 RCW as amended and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

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#### IT IS MUTUALLY AGREED AS FOLLOWS:

#### 1. **DEFINITIONS**

1.1. *Agreement* means the Interagency agreement between the Washington State Department of Licensing and the Board of Registration for Professional Engineers and Land Surveyors.

1.2. *Authorized User* means an individual or individuals with an authorized business need to access Data under this Agreement.

1.3. **BOARD** means the Board of Registration for Professional Engineers and Land Surveyors.

1.4. *Confidential Information* means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes and data defined as more sensitive than "public" and requires security protection. Confidential Information includes, but is not limited to, Personal Information.

1.5. *Data* means any information provided by applicants or current Licensees of the BOARD, through DOL's current and future licensing system, and/or its POLARIS system.

1.6. **Data Security** means defending information from unauthorized access, use, disclosure, disruption, modification, perusal, inspection, recording or destruction. This applies regardless of the form the Data may take (electronic, physical, etc.).

1.7. **Data Security Breach** means unauthorized acquisition of Data that compromises the security, confidentiality, or integrity of Confidential Information maintained by the person or business as defined in RCW 19.255.010.

1.8. *Data Security Requirements* means the minimum requirements, with which the DOL and the BOARD must comply in order to ensure Data security.

1.9. **DOL** means the Washington State Department of Licensing.

1.10. *Director* means the Executive Director of the Board of Registration for Professional Engineers and Land Surveyors.

1.11. Licensees means all individuals or entities governed by chapter 18.43 RCW.

1.12. *Licensing Services* or *Work* means all administrative and technology services necessary to support the Board in carrying out its licensing, compliance, enforcement and outreach activities pursuant to applicable statutes, rules, and BOARD policies.

1.13. *Parties* mean the *BOARD* and the *DOL*.

1.14. *Personal Information* means any information acquired through DOL that identifies an individual, including an individual's photograph, biometric identifier, driver identification number, name, address, date of birth, or medical or disability information.

1.15. *Polaris System or Licensing System* means the Professional Online Licensing and Regulatory Information System.

1.16. *Statement of Work* or *SOW* means the document or documents signed by both Parties which describes the Work to be performed and/or services to be provided as well as the costs for the Work or services during the time specified for the work in that Statement of Work.

1.17. *Work* means the services provided by DOL for the BOARD under this Agreement as more specifically described in the Statement(s) of Work.

## 2. <u>CONTRACT STRUCTURE – STATEMENTS OF WORK</u>

2.1. Because this Agreement covers a transition period and a range of services that will change over time, it should allow for flexibility. The Work will be performed in a phased approach. Each phase will require a new SOW, which will upon execution be attached to this Agreement and incorporated hereto. Each SOW will be attached as a sequentially numbered attachment beginning with *Attachment 1, SOW No. 1*.

2.2. The general terms and conditions of this Agreement shall apply to each SOW, unless a general provision is specifically amended by the Statement of Work.

2.3. It is estimated at this time that there will be a minimum of two (2) phases, each with a separate Statement of Work. The first SOW will address the following time periods and services:

## 2.3.1 Statement of Work No. 1. Initial DOL Support.

SOW 1 will cover the period from July 1, 2019, until that date when the BOARD hires staff and is able to take over some of the Work performed by DOL. This will be as soon as practicable, but no later than six months. The BOARD will pay for DOL's Licensing Services and Work as further described in *Attachment 1, SOW No. 1*.

## 2.3.2 Statement of Work No. 2. Ongoing DOL Licensing Services

SOW 2will cover further changes to the Work, use of facilities, and equipment between DOL and the BOARD.

## 3. <u>PERIOD OF PERFORMANCE</u>

Pursuant to HB 1176, Section 23, this Agreement must be for a term of three (3) years from the date of execution, unless terminated sooner as provided herein. The Agreement may be renewed by mutual agreement between the Parties.

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## 4. <u>PAYMENT</u>

The BOARD agrees to reimburse DOL for the actual direct and related indirect costs of performing the Work provided in accordance with each Statement of Work. All reimbursements shall be made pursuant to the following provisions:

**4.1. Budget.** The agreed upon cost estimates for the Work to be performed by DOL shall be set forth in each Statement of Work and shall reflect the Parties' best estimate of the cost of Work to be accomplished under the Statement of Work. Actual amounts reimbursable under this Agreement shall be based on actual work performed under this Agreement and made pursuant to the reimbursement provisions of this Section. In no event shall DOL be paid for costs that are not documented pursuant to the requirements of this Agreement.

**4.2. Requests for Reimbursements.** Payments shall be made by the BOARD, upon request from DOL, to cover costs incurred that do not exceed the estimated costs established for each Statement of Work.

**4.3. Payment Procedure.** Payments will be made pursuant to the following provisions unless otherwise mutually agreed to in writing:

4.3.1 DOL shall bill the BOARD quarterly pursuant to the cost estimates agreed upon and attached to the Statement of Work. The BOARD shall promptly pay DOL.

**4.4. Change in Cost.** If there is a change in the Statement of Work that results in a cost increase for the Work of more than the agreed upon contingency established from that estimated in the SOW, the PARTIES will consider an amendment to the SOW to cover the increase in cost. The BOARD agrees to make payment for said increase in cost that is agreed upon in an amendment to the SOW executed by both PARTIES. In the event that the BOARD does not agree to the increased cost(s), the BOARD retains the right to cancel that portion of the Work which exceeds the amount set forth in the SOW and will only be responsible for costs incurred to date and non-cancellable items.

## 5. DATA OWNERSHIP, SECURITY, USE

**5.1. Grant of Access to Data.** Subject to the terms and conditions of this Agreement, the Parties grant each other a limited non-transferable license for the access and Permissible Use of Data related to BOARD licensees and other general licensing and enforcement Data related to chapter 18.43 RCW, if any.

**5.2. Data Ownership.** The BOARD retains sole and exclusive ownership of the Data related to its Licensees and the functions of the BOARD. This includes, but is not limited to, all information related to testing, licensing, and enforcement activities. The location of all BOARD Data and information in all forms will be held in a location accessible to the Board at all times

and may be moved to another location at the sole discretion of the Board. Nothing in this Agreement grants the DOL any ownership interests in the Data.

**5.3. Data Security Requirements.** Data provided pursuant to this Agreement includes Confidential Information. The Parties shall protect and safeguard all Confidential Information against any and all unauthorized disclosure, use, or loss. The Parties further acknowledge and agree that they have a continuing obligation to comply with all federal and state laws, regulations, and security standards as enacted or revised over time, regarding Data Security, electronic data interchange, and restricted Permissible Uses of such information. For purposes of this provision, unauthorized disclosure includes the disclosure to any employees, personnel, or agents of the Parties who do not have a direct business need to access the Data. DOL and the BOARD must fully comply with all Office of the Chief Information Officer policies regarding data security.

**5.4.** Security Breach Notification. The Parties must comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Data or other event requiring notification as required under RCW 42.56.590 and Chapter 19.255 RCW. Either Party must disclose the breach to the other Party prior to any public notification. In addition to the legal notification requirements, the Party must perform the following: In the event of a breach of security obligations as stated herein, the Party must notify the other Party by telephone and email of such an event within 24 hours of discovery.

### 6. <u>PERSONAL OR CONFIDENTIAL INFORMATION</u>

6.1 Information received and/or accessed in connection with this Agreement may include Personal or Confidential Information. The Parties shall comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of such Personal Information. The Parties shall further safeguard and protect all Personal or Confidential Information against any unauthorized disclosure, use, or loss. These safeguarding requirements apply to all Personal or Confidential Information regardless of whether such information came directly to DOL or the BOARD. The Parties further have a continuing obligation to insure all of their employees fully understand and comply with all safeguarding requirements.

6.2 DOL and the BOARD must fully comply with Executive Order 17-01, which specifically prohibits the use of Data, or the release of Data to other authorities, for purposes of investigating, locating, or apprehending individuals for immigration related violations.

6.3 DOL and the BOARD must fully comply with all Office of the Chief Information Officer policies regarding the handing of personal or confidential information.

### 7. ONLINE LICENSING SYSTEM ACCESS

The BOARD, as an agency historically under the DOL umbrella, has paid for, and continues to pay for a portion of both the current licensing system and the future Polaris online licensing system.

In exchange for its capital contributions to those systems, the BOARD is entitled to a license to access and use both the existing system and future Polaris systems, subject to the terms and conditions of the applicable contracts including DOL Contract # K6512, and subject to the BOARD's payment, pursuant to the Statement of Work, its proportional share of ongoing maintenance costs for the system.

#### 8. <u>AMENDMENT</u>

This Agreement sets forth the entire agreement between the PARTIES with respect to the subject matter her understandings, agreements, representations not contained in this Agreement shall not be binding on either PARTY. Either PARTY may request changes and/or additions to the provisions contained in this Agreement and/or associated SOWs. Such changes that are mutually agreed upon shall be incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.

#### 9. TERMINATION

So long as the Parties are required to maintain an Interagency Agreement pursuant to chapter 18.43 RCW, termination of this Agreement may only be made as set forth below.

**9.1** Termination for Cause. Neither party may terminate this agreement for cause. If either party deems that the other Party is in material breach, the Parties must utilize the Dispute provisions of this Agreement to determine the proper disposition of such claims.

**9.2** Termination for Convenience. Neither party may terminate for convenience unless such termination is agreed upon by both parties and based upon the completion of legislative intent.

**9.3** Amendment in Lieu of Termination. The Parties may amend the Agreement to terminate some of the requirements while maintaining others through amendment to or replacement of a SOW. Such amendments must be made by mutual agreement and must maintain accordance with HB 1176, Section 23. Neither party has the right to unilaterally terminate any of its obligations under this agreement.

#### 9.4 Termination Upon Expiration or Change of Legislation

Should statutory requirements for an Interagency Agreement change or expire, either Party may terminate this Agreement for convenience by providing thirty (30) days written notice prior to the termination.

### 10. AGENCY CONTACTS & NOTIFICATIONS

All contact between the PARTIES, including, but not limited to Agreement administration or Notice, will be between the representatives of each PARTY or their designee as follows:

TABLE 10.1: Agency Contacts						
BOARD	DOL					
Ken Fuller	Jennifer Clawson					
Executive Director	Assistant Director					
Board of Registration of Professional	DOL, Business and Professions Division					
Engineers and Land Surveyors						
Address:	Address:					
405 Black Lake Blvd SW - BLK LK 2, FL 2	405 Black Lake Blvd SW - BLK LK 2, FL 2					
Olympia, WA 98502	Olympia, WA 98502					
Phone: (360) 664-1565	Phone: (360) 664-1452					
Email: KFuller@dol.wa.gov	Email: JClawson@DOL.WA.GOV					

## 11. INDEMNIFICATION

11.1 Each PARTY shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from any acts or omissions, or intentional misconduct of the indemnifying PARTY. Neither PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnified PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnify provisions provided herein shall be valid and enforceable only to the extent of the indemnifying PARTY's own negligence.

11.2 Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of this Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

#### 12. DISPUTES

The designated representatives herein under Section 8 of this Agreement, AGENCY CONTACTS, shall use their best efforts to resolve disputes between the PARTIES. If these

individuals are unable to resolve a dispute, the responsible project directors of each PARTY shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by Director of DOL and the Executive Director of the BOARD or their respective designee. The PARTIES agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

#### 13. RECORDS RETENTION AND AUDIT

13.1 During the progress of the Work and for a period not less than six (6) years from the date of the final payment to DOL, the records and accounts pertaining to the Work under this Agreement and accounting thereof are to be kept available for inspection and audit by DOL, the BOARD and/or the State of Washington, and copies of all records, accounts, documents, or other data pertaining to this Agreement will be furnished upon request.

13.2 The BOARD and DOL shall have full access to and right to examine and copy said records, during normal business hours and as often as it deems necessary. The PARTIES agree that the Work performed herein is subject to audit by either or both PARTIES. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six (6) year period, then the Party's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement or litigation process.

### 14. <u>AUTHORITY TO SIGN</u>

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective entities to the obligations set forth herein.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Agreement as of the last date written below.

Approved State of Washington Department of Licensing

Teresa Berntsen

Director

Title

Approved State of Washington Board of Registration of Professional Engineers and Land Surveyors

Ivan VandeWege

Chair

IAA 2019-07-001 DOL SUPPORT SERVICES

Date

Approved as to Form Washington State Attorney General's Office

Date

Approved as to Form Washington State Attorney General's Office

Signature

Elizabeth Thompson-Lagerberg

Print t or Type Name

Assistant AAG

Title

Signature

Dionne Padilla-Huddleston

Print t or Type Name

Assistant AAG

Title

ATTACHMENT 1 – SOW No. 1 IAA 2019-07-001 DOL SUPPORT SERVICES

#### **STATEMENT OF WORK NO. 1**

This Statement of Work (SOW) No. 1 is attached to, and made a part of, the Agreement between the Board of Registration of Professional Engineers and Land Surveyors (BOARD) and the Department of Licensing (DOL).

#### 1. PERIOD OF PERFORMANCE – SOW NO. 1

Start Date: July 1, 2019

End Date: No later than January 1, 2020.

RATIFICATION: The Parties agreed it was in the best interests of the State for DOL to begin performing services on behalf of the BOARD on July 1, 2019. The execution of the Agreement and this SOW No. 1 ratify the terms of the Agreement from the date of July 1, 2019.

#### 2. EXPECTATIONS OF THE PARTIES

- 2.1. Although the BOARD has become an independent agency, it has not had sufficient time to fully hire employees or arrange for equipment and facilities to perform its duties under the law. Over the period of performance set forth in SOW No. 1, the BOARD will transition to performing a portion of its duties and contracting with DOL to perform other duties on the BOARD's behalf. During the period of performance, the BOARD will begin by using DOL facilities and equipment, but such use may change during the period of performance.
- 2.2. In order that all services remain available to its licensees and the public and the BOARD transition is seamless for the public, the BOARD wishes to enter into this SOW No. 1 with DOL, under which DOL will perform specified services and provide the equipment and facilities necessary to the function of the BOARD until the BOARD is able to fully hire staff and begin performing some of those duties.
- 2.3. No later than January 1, 2020, unless otherwise agreed upon by a separate SOW, the BOARD will hire additional employees as needed and determine what Work, equipment, and facilities DOL will continue to provide. The changes in Work, services, equipment, and/or facilities provided by DOL for the BOARD will be captured in a future SOW No. 2, yet to be drafted.

#### 3. DOL DELIVERABLES

DOL will provide full support for the BOARD during the period of performance as set forth below:

#### 3.1. DOL Services to BOARD through July 27, 2019:

3.1.1. Appropriation authority during transition (July 1, 2019 through July 27, 2019): All activities associated with the BOARD are funded through Fund 024 - Professional

Engineers' Account. This did not change with the passage of HB 1176. As of July 1, 2019, the state's operating budget no longer provides DOL the authority to spend from Fund 024. Because HB 1176 does not go into effect until July 28, 2019, the BOARD is not established as an agency with appropriation authority until July 28, 2019. To address this situation and avoid disruption to customers, DOL will use a fund they have appropriation authority for to pay necessary BOARD expenses from July 1, 2019 through July 27, 2019. The BOARD will reimburse that fund from Fund 024 as soon as it has appropriation authority.

3.1.2. Payroll during transition: There are two state employee payroll periods in July: July 1 through 15 and July 16 through 31. Employees will be paid on July 25 and August 9, 2019 for these two pay periods. The DOL will use a fund they have appropriation authority for to pay the BOARD staff through July 27, 2019. Effective July 28, 2019, applicable staff will be funded out of Fund 024. The BOARD will reimburse the DOL fund from Fund 024 for expenses from July 1 through July 27 as soon as the actual expenses are known and BOARD has appropriation authority.

## 3.2. DOL Work and services to BOARD beginning July 28, 2019:

- 3.2.1 Application processing: Three DOL employees (3 FTE) including salaries, benefits, good and services (communications telecommunications, utilities, rent and facilities, training, managed print services, software and licenses), travel, equipment, and administrative support costs at rate of 4.3% of BOARD total direct costs. These three DOL employees will support the following application processing services:
  - Process standard and comity license and testing applications, process and print license certificates and renewals. Includes review of applications for eligibility, compliance, and administrative actions.
  - Process and provide proctor support of state licensing system and exams. Provide customer support for application process.
  - Intake complaints, gather information, and provide information to BOARD.
- 3.2.2 Administrative Support to the BOARD: 2 DOL staff (1.5 FTE) dedicated to the BOARD for logistical support for Board meetings and travel, support for hearings and final orders. Includes salaries, benefits, goods, and services (communications telecommunications, utilities, rent and facilities, training, managed print services, software and licenses), travel and equipment.
- 3.2.3 Centralized Services for BOARD Employees: Rent (3 workstations and use of conference rooms at Black Lake), utilities, janitorial, shredding service, desk phones, managed print services, consolidated mail services, postage/parcel, and credit card fees.
- 3.2.4 Technology Infrastructure Costs (DOL and WaTech) for BOARD employees: Enterprise systems (examples include Revenue Systems, SharePoint, and Time and Leave Attendance System), secure gateway (SAW), state data center (hosting hardware), OCIO, servers, network, security (anti-virus scans), desktop support, software (Microsoft Office, bundled email and Outlook services), hardware (server storage, network equipment,

2

ATTACHMENT 1 – SOW No. 1 IAA 2019-07-001 DOL SUPPORT SERVICES

firewalls), telecom, standard DOL computer/desktop equipment replacement, and associated administrative support.

- 3.2.5 Business Licensing Support Services for current and future DOL professional licensing system interfaces to intake and process applications through a central licensing system.
- 3.2.6 Proportional share of POLARIS project costs.
- 3.2.7 Agency support services for BOARD, at rate of 17.1% of the BOARD's total direct costs. Applies to all items except for POLARIS. These services include: budget and forecasting; revenue and cash management; travel payments for DOL dedicated BOARD staff; refunds to licensees (warrants); human resources; time keeping and payroll for DOL dedicated BOARD staff; records management and public disclosure; facilities planning and maintenance; mail sorting and recording; communication, outreach and web updates; internal audit; and administrative day-to-day support of the BOARD.

#### 4. COSTS AND PAYMENT

Costs for DOL's Work and services provided to the BOARD beginning July 28, 2019, are calculated upon historical costs. Those amounts are set forth in the 2019-2021 Estimated Costs Spreadsheet, attached hereto as **Appendix 1-1**.

#### 5. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective entities to the obligations set forth herein.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Agreement as of the last date written below.

Approved State of Washington Department of Licensing

Teresa Berntsen

Approved State of Washington Board of Registration of Professional Engineers and Land Surveyors

Vm 07/25/2019

Ivan VandeWege

Director

Title

Chair

Title

ATTACHMENT 1 – SOW No. 1 IAA 2019-07-001 DOL SUPPORT SERVICES

Approved as to Form Washington State Attorney General's Office

Approved as to Form Washington State Attorney General's Office

Signature	Date	Signature	Date
Elizabeth Thompson-Lagerberg		Dionne Padilla-Huddleston	
Print t or Type Name		Print t or Type Name	
Assistant AAG		Assistant AAG	
714			
Title		Title	

## Tab 3

## **Committee/Task Reports**

## Tab 4

## **Disciplinary Activity**

P	rofess	ional En	gineers	& La	nd Surveyo	rs Board Disci	plinary Rep	ort		4.
Open Case Status Charging Documents				Types Of (						
Case Manager Review 50%		Investigation 40%	ng Drafted 10%	PLS 59%	OSW 0%	ENG 22% ENG Corps /LLC 19%	Forest . 9% Environmenta I 9%	9%		Civil 73%
		Total	2200				Case Status			
			ENG				Case	Charging Documents		
Case Manager	PLS	ENG	Corps /LLC	osw		Investigations	Manager Review	Being Drafted	Offic	
0	_	_			4	Investigations			e	
Aaron Blaisdell, PLS Douglas Hendrickson, PE	8	0	3	0	4	2	8	1	0	
<b>U</b>	0	0	0	0		0	0	0	0	
Ivan VanDewege, PE	0 4	0	0	0	4	03	0	0	0	
James Wengler, PLS	4	0 4	0	0	4	0	2	1 0	0	
Marjorie Lund, PE, SE		-	÷		4				-	
Ph.D, PE	0	1	0	0		0	1	0	0	
Stephen Shrope, PE	0	1	0	0	4	1	0	0	0	
Totals as of: 10 Jul 2019	22	8	7	0		12	15	3	0	
Unassigned	6	0	0	0		2	3	0	0	
Totals as of: 10 Jul 2019	22	8	7	0		12	15	3	0	
	=			-				-		
Recent Case History	2019	2018	2017		Recent Case Hi	istory	2019	2018	2017	
ENG Beginning	22	22	12		PLS Beginning		27	29	19	
ENG Opened	21	44	35		PLS Opened		10	23	24	
	29	44	25		PLS Closed		9	25	14	
ENG Total	14	22	22		PLS Total		28	27	29	
ENG Corp/LLC Beginning	7	13	4		OSW Beginning		2	3	4	1
ENG Corp/LLC Opened	10	19	27		OSW Opened		0	0	1	1
ENG Corp/LLC Closed ENG Corp/LLC Total	9 8	25 7	18 13		OSW Closed OSW Total		1	1 2	2 3	l
Typical Complaint Process (Open Case S Staff receive complaint (Daily intake) Staff evaluate complaint (Daily intake) Staff assign to Case Manager (CM) (C CM review; determine whether to inves Staff investigate complaint (Investigati If no evidence supports allegation, CM	<u>Status)</u> M Review) stigate (CM F ons)	Review)		8	(cont.) If no evidence su If evidence supp Staff use BAP if Staff drafts charg Board Attorney n	pports allegation, CM reco orts allegation, CM determ appropriate (BAP) jing documents (Charging eviews charges, moves for ution / Disposition decisio	ine sanctions (CM Rev Documents Being Dra ward with prosecution	Review) view) afted) (AAG review)		

## Tab 5

## **New Business**

## Tab 6

## **Old Business**

## Board of Registration for Engineering and Land Surveyor Board or Staff Assignments

Date Assigned	Action Item	Assigned to	Comments	Due Date
02/06/19	Mr. Fuller will talk with Dainis to get answers about the new exam testing.	Mr. Fuller	Completed	
02/06/19	Peer review process- bullet points	Ms. Short	In progress	
2/06/19	Ken, Jim, Ivan, Nimmy and Elizabeth Work on the draft for the Interagency Agreement.	Mr. Fuller	Completed	
2/06/19	Inquire on flexibility to use another travel agency other than Tangerine Staff will check on adding pre-check information to the board member's travel profiles.	Staff	Completed	
4/25/19	Budget request for NCEES travel	Mr. Fuller	completed	
4/25/19	Current case manager work sheet	Ms. Short	In progress	
6/20/19	Staff to work on getting the next edition of the Board Journal started.	Staff	In progress	
6/20/19	Status Report for Complaint in take to each board member.	Ms. Short	In progress	

## Tab 7

## **Executive Director's Report**

- DOL staff are currently working with contractor, Deloitte, to develop and test the new system that will manage business and professional licensing.
- Based on the project's current progress, we plan to launch the new system to Engineers and Land Surveyor's on October 14, 2019.
- The new system will offer:
  - o Self-printed licenses
  - More online payment options
  - o Enhanced security to protect your sensitive information
  - o Ability to update and manage account information
- We'll continue to keep you, Engineers and Land Surveyors, updated as the project progresses.
- We'll also begin to send information to licensees, starting with those whose license renewal date falls near the time we transition to the new system.

### OFM

## State of Washington

## Statement of Revenues, Expenditures, and Changes in Fund Balances

Period Ended: June 30, 2019, not closed\*

Report Nur Biennium:	<b>nber:</b> CAF1 2019		Through: Adj FY	v2	Date Transactions Thro		Jul 15, 2019 1:57PM Jul 12, 2019 8:00PM
		sional Engineers' Account	Through. Auj Th	12		ugn.	Jul 12, 2019 0.001 W
IS So Code	Revenue rt Source/	Revenue Source/ Object Title		]	Revenue Source/Object Amount - FYTD		Sort Code Amount - FYTD
		Revenues					
CD	0232	Engineering and Surveying Licenses Total CD - Licenses, Permits, and Fees		\$	2,087,060.06	\$	2,087,060.06
		Total Revenues			2,087,060.06	_	2,087,060.06
		Expenditures					
F4	А	Salaries and Wages			881,514.32		
	В	Employee Benefits			302,566.63		
	С	Professional Service Contracts			138,919.79		
	Е	Goods and Services			731,869.83		
	G	Travel			48,839.00		
	J	Capital Outlays			11,824.23		
	Ν	Grants, Benefits & Client Services			774.83		
	Т	Intra-Agency Reimbursements			(220.57)		
		Total F4 - Transportation					2,116,088.06
НС	J	Capital Outlays			3,608.47		
	Т	Intra-Agency Reimbursements			(274.96)		
		Total HC - Capital Outlays				_	3,333.51
		Total Expenditures			2,119,421.57		2,119,421.57
		Excess of Revenues Over (Under) Expenditur	res		(32,361.51)	_	(32,361.51)
		Other Financing Sources (Uses)					
		Total Other Financing Sources (Uses)			-	_	-
		Net Change in Fund Balance			(32,361.51)	_	(32,361.51)
ZB		Fund Balance As Previously Reported			1,810,514.79		1,810,514.79
		Fund Balance - Ending		\$	1,778,153.28	\$	1,778,153.28
				_		_	

\* Note: The fiscal month is not closed, amounts may change.

Page: 1

Note: Sort codes are listed in AFRS descriptor tables as follows: 10 for objects, 31 for general ledgers, 35 for revenue source codes, and 55 for GL sort codes and titles.

## Tab 8

# Assistant Attorney General's Report

## Tab 9

## **Other Business**

# **Tab 10**

# **Adjourn Meeting**