



Pend Oreille Conservation District
Regular Board Meeting MINUTES: 6/21/2022

Meeting Start – 4:00 PM

In attendance at Camas Center - **Randall Leestma**, Board Supervisor; **Alex Case-Cohen**, POCD District Manager; **John Floyd**, Board Supervisor; **Jon Paul Driver** Board Supervisor; **Mary Malone**, POCD & POCWB Education and Outreach; **Corey Brenner**, POCD Resource Tech

In attendance via “GoToMeeting,”: **Robert Rosencrantz**, BOCC; **Mike Mumford**, Board Supervisor; **Mark Simpson**, USDA NRCS; **George Stuvenga**, Board Supervisor – Chair.

Official Action Items				
Motion	Motion made by:	Motioned seconded by:	Decision	Attachment
Motion to approve agenda as corrected and take items out of order	Randall Leestma	Jon Paul Driver	Carried	A
Motion to approve May meeting minutes	Randall Leestma	Jon Paul Driver	Carried	B
Motion to approve DOE Agreement No. WQAIP-2023-PeOrCD-00064for Bead Lake	Mike Mumford	Jon Paul Driver	Carried	C
Motion to approve POCWD FY2023 Agreement	Randall Leestma	Jon Paul Driver	Carried	D
Motion to approve Alkire Collab Agreement for FY2023	Mike Mumford	Jon Paul Driver	Carried	E
Motion to approve Far Corner Communications addendum	Randall Leestma	Jon Paul Driver	Carried	F
Motion to approve raise in pay to \$17/hr for Corey Brenner	Mike Mumford	Randall Leestma	Carried	N/A
Meeting Adjourned at 6:04 p.m.				

Partner Reports

Robert Rosencrantz, BOCC

Robert noted that he is very happy with the progress on the Metaline hazard mitigation project, and commended Alex for all her hard work.

Mark Simpson, USDA NRCS –

Mark noted he finished up with the EQIP applications that were funded and is currently working on a CSP application in Stevens County. He gave a brief update on NRCS staffing.

Mike Mumford, WACD

Mike noted he just returned from a WACD meeting – high points: the association had agreed in a court case in 2014 or 2015 to follow state OPMA/PRA guidelines; reasoning is that the association didn't want to be ruled a state agency rather than an association, which includes changes in how they run meetings. Need to make sure the POCD board is up on the changes. There was a report from North Yakima on fish screens, diversions, etc. Also a number of large solar farms in that area. There is a state agency that people can go to instead of the county for permitting on solar farms and it is a rubber stamp agency. There is concern over the number of solar farms that used to be ag land and those areas are fenced in, affecting animal migration. Also during the meeting, budgets were approved, and some changes were made to annual business meeting on how resolutions come to the floor. The annual conference will be in Wenatchee. There is a new WADE president and vice president.

New Business

Action item: DOE Agreement for Bead Lake – See attachment C. Alex briefly discussed the grant, noting that the Bead Lake Clean Water Association does most of the actual work, POCD has little involvement and only administers the grant. The Weed Board has no involvement. Mike M. moved to approve, seconded by Jon Paul. Motion carried.

Action item: Pend Oreille County Weed Board FY2023 agreement – *See attachment D.* Alex noted this is the updated contract for shared staffing with the Weed Board for Mary and Dyana and explained changes from previous. Alex made corrections in the document, including updating the numbers for Mary not to exceed \$55,000. Randy moved to approve the agreement as corrected, seconded by Jon Paul. Motion carried.

Action item: Alkire Collab FY2023 agreement – *See attachment E.* Alex briefly described what Lisa does with social media, newsletter, etc. She will set up a social media workshop for the board with Lisa in the fall. Mike M. moved to approve, seconded by Jon Paul. Motion carried.

Discussion: staffing needs – Alex described the need for a planner who works in riparian area – she will propose a job description in August. We will also need someone to manage the office in the future.

Discussion: WADE – Alex, Mary and Corey discussed what they liked about and learned at the Washington Association of District Employees 3-day conference in Leavenworth last week.

Old Business

Alex Case-Cohen, *Far Corner Communications addendum* –

See attachment F. Alex noted the reason for the addendum is that Cecily updated her rate to \$50/hour beginning July 1. Alex will have an updated contract in August or September to include statement of purpose/plan of work. Randy moved to approve the addendum, seconded by Jon Paul. Motion carried.

Alex Case-Cohen, *New vehicle update* –

Alex reported that she picked up the truck from the Spokane CD. It is a 1993 Dodge Dakota. She will look into getting a vinyl applicator for the side indicating it is POCD. Mike also noted that staff needs gear to identify them as POCD staff. John would also like an update on the average miles per gallon by the end of the year.

Alex Case-Cohen, *Long range plan format and dates* –

Alex said the 5-year plan needs updated and asked the board how to move forward with the plan update – Mark noted that Mike Baden would be the facilitator and hold a public meeting to see what people are interested in as far as conservation. Hold meetings in October and/or November (second week?).

Alex Case-Cohen, Approved early end of probation for Corey Brenner –

Alex briefly explained why she is requesting early end of probation and a raise to \$17 for Corey. Discussion over the probationary period ensued. Mike M. suggested including updates to probationary periods for temporary employees who are working less than 180 days when they do the personnel policy update. Mike M. moved to raise the pay to \$17/hour, leaving the probationary period in place through July 9; seconded by Randall Leestma. Motion carried.

Treasurer's Report for May – Tabled to August meeting

Operations Report – Alex Case-Cohen, See Attachment H. Alex gave a brief update on grants – HMGP for Metaline and the Salmon Recovery Funding. She also gave a building update: will need to contact someone to inspect the foundation; the mini-split has been installed in the front office and the tenants have been notified that they will need to move out by the end of December.

To Do List:

- Set up a 1-hour social media workshop in the fall with Lisa and the board
- Look into vinyl logo for the truck; gear for staff with logo
- Track miles per gallon of truck to report back to board by the end of the year
- Meetings for long-range plan in the fall (October and/or November?)
- Contact Rick Cruz regarding foundation inspection for building

Meeting Adjourned: 6:04 p.m.


Alex Case-Cohen, POCD District Manager


George Stuvenga, POCD Board Chair



BOARD MEETING PACKET

June 21st, 2022

Attachment A: POCD Regular Board Meeting AGENDA – June 21st, 2022

Attachment B: POCD Regular Board Meeting MINUTES – May 24th, 2022

Attachment C: FY2023-2025 DOE WQAIP Agreement for Bead Lake Clean Water Association

Attachment D: FY2023 POCWB 5th IGA Amendment DRAFT

Attachment E: FY2023 Professional Services Agreement Alkire Collab

Attachment F: FY2023 Far Corner Communications Addendum

Attachment G: May 2022 Treasurer's Report

Attachment H: May 2022 Operations Report



**Pend Oreille Conservation District
Regular Board Meeting AGENDA: June 21st, 2022**

Attachment (A)

This meeting will be held virtually and in-person

In-Person Information

Room 1

Camas Center for Community Wellness

1821 LeClerc Rd. N., Cusick, WA 99119

GoTo Meeting Information

Meeting link - <https://global.gotomeeting.com/join/960196629>

United States: +1 (872) 240-3212 - One-touch: tel:+18722403212,,960196629#

Access Code: 960-196-629

Time: 4:00 p.m. – 7:00 p.m.

More info: www.pocd.org

Time	Agenda Items	Item Detail	Attachment	Duration
4:00 PM	Introductions & Approval of Current Agenda	<i>Regular Meeting: June 21st, 2022</i>	Attachment A	5 Minutes
4:05 PM	Approve Previous Meeting Minutes:	<i>Regular Meeting Minutes: May 24th, 2022</i>	Attachments B	10 Minutes
4:10 PM	Partner Reports			45 Minutes
		<i>Robert Rosencrantz -- POC</i>		
		<i>Mike Baden – WSCC</i>		
		<i>Mike Lithgow – Kalispel Tribe</i>		
		<i>Mark Simpson-USDA NRCS</i>		
		<i>Mike Mumford – WACD</i>		
4:55 PM	New Business			60 Minutes
	Action Item: Approve DOE Agreement for Bead Lake	<i>Agreement No. WQAIP-2023-PeOrCD-00064</i>	Attachment C	15 Min.
	Action Item: Approve POCWB FY2023 Agreement	<i>Alex Case-Cohen, POCD</i>	Attachment D	15 Min
	Action Item: Approve Alkire Collab FY2023 Agreement	<i>Alex Case-Cohen, POCD</i>	Attachment E	15 Min.
	Upcoming staffing needs	<i>Alex Case-Cohen, POCD</i>		15 Min.
5:55 PM	Break			5 Minutes
6:00 PM	Old Business			40 Minutes
	Action Item: Approve Far Corner Communications Addendum	<i>Select a new regular board meeting date/time</i>	Attachment F	10 Min.
	New vehicle status update	<i>Acquisition and licensing of “new” vehicle from Spokane CD</i>		10 Min.
	Discuss Long-Range Plan Format and Dates	<i>Need to determine best month to discuss long-range plan</i>		10 Min.
	Action Item: Approve early end of probation for Corey Brenner	<i>Alex Case-Cohen, POCD</i>		10 Min.
6:40 PM	Treasurer’s Report	<i>April 2022 Treasurer’s Report will be approved in June</i>	Attachment G	5 Minutes
6:45 PM	Operation’s Report	<i>Review previous month’s activities</i>	Attachment H	10 Minutes
6:55 PM	Adjourn			

**Attachment B:
POCD Regular Board
Meeting MINUTES –
May 24th, 2022**



Pend Oreille Conservation District
Regular Board Meeting MINUTES: 5/24/2022

Meeting Start – 4:00 PM

In attendance at Camas Center - Randall Leestma, Board Supervisor; John Floyd, Board Supervisor; Jon Paul Driver, Board Supervisor; Mary Malone, Education and Outreach; Corey Brenner, POCD Resource Tech.

In attendance via “GoToMeeting,”: Alex Case-Cohen, POCD District Manager; Mike Mumford, Board Supervisor

Official Action Items				
Motion	Motion made by:	Motioned seconded by:	Decision	Attachment
Motion to approve agenda and take items out of order and include introductions - welcome Jon Paul to board and new staff member Corey Brenner	Randall Leestma	Jon Paul Driver	Carried	A
Motion to approve April 14 regular meeting minutes and April 29 special meeting minutes	Randall Leestma	Jon Paul Driver	Carried	B, C
Motion to approve new meeting date & time as the third Tuesday of each month at 4 p.m.	Jon Paul Driver	Randall Leestma	Carried	NA
Motion to approve NACD Urban Ag grant MOA	Randall Leestma	Jon Paul Driver	Carried	D, E
Motion to approve installation of mini-split heating/cooling system at a maximum amount of \$15,000 with a guarantee it will be installed by June 30, 2022.	Mike Mumford	Jon Paul Driver	Carried	NA
Motion to approve replacement of window in the back office currently used by POCD staff.	Mike Mumford	Randall Leestma	Carried	NA
Approve annual plan of work	Randall Leestma	Jon Paul Driver	Carried	H, I
Motion to approve April 2022 Treasurer’s Report	Randall Leestma	Jon Paul Driver	Carried	J
Meeting Adjourned at 5:33 PM				

Partner Reports

Mike Mumford, WACD

Mike noted that one of the things at WACD is doing is they have a “consent agenda” that includes approval of the agenda, meeting minutes and treasurer’s report all in one. He suggested Alex speak to Tom Salzer and Mike Baden to see if POCD can do that. Also at WACD, there is a new email system. Any district that signs into the email system still needs to make sure they are archiving/retaining records related to the PRA. Committees are up and going: sustainable funding committee, financial investment policy task force, harmful algae bloom task force and livestock task force. Working on DEI resolution year 1; what to do for annual meeting, which will likely be held mid-state. WADE coming up will be hybrid – remote option is no cost. Commission meeting last week; Mike was able to see the urban garden in Davenport and would like to see something similar done. He will send photos to Alex. Mike would also like to remind people that bear spray does not work like bug spray ...

New Business

New POCD board meeting date & time – Alex proposed to change the meeting date & time to the third Tuesday of each month @ 4 p.m. Discussion ensued. Jon Paul moved to reschedule meetings to the proposed date & time. Randy seconded. Motion Carried.

NACD Urban Ag Grant MOA – See attachments D, E. Mary briefly discussed the grant and purpose of MOA. Randy moved to approve the MOA with NACD for the Urban Agriculture Grant. Jon Paul Seconded. Motion carried.

Building Management Plan – See attachments F, G. Alex explained the need for a building management plan in making a decision on what to do with the building to adequately house staff. Alex briefly discussed each section of the plan. Randy discussed what he saw on the roof, that most looked good and a patch would work for awhile before any need to repair the full roof. Alex suggested tabling at this time, but would still like to see the long-term fix done in the next year.

Action items resulting from discussion:

Mike moved to approve the mini split heating and cooling system with a max of 15k with guarantee it is installed by end of June. Seconded by Jon Paul. Motion Carried.

Alex asked for action to have someone come look at the windows and give a bid for replacement. Mike moved to replace or repair the

broken window in back office (will revisit the other windows later).
Seconded by Randy.

Lease with Frontier Title – Discussion over continuing month to month lease with Frontier until no later than December. Alex will contact attorney. No action at this time.

Old Business

Alex Case-Cohen, *Annual Plan of Work* –

Alex briefly discussed the annual plan of work. Randy moved to approve, seconded by Jon Paul. Motion Carried.

Alex Case-Cohen, *Vehicle Surplus* –

Spokane CD is surplussing a vehicle that they are willing to “sell” to POCD for \$3.99. Discussion over setting aside funding for maintenance and repairs. Alex will report back to the board with numbers at the June meeting.

Treasurer’s Report for April – *See attachment J*

Randy moved to approve the April Treasurers report, Jon Paul seconded. Motion Carried.

Operations Report – *Alex Case-Cohen, See Attachment K*

Meeting Adjourned: 5:33 PM

To Do List:

- Move forward 5-year plan to next board meeting
- Talk to Mike Baden about moving to a “consent” item for minutes and treasurers report for future meetings
- Formalize an easement with the City for the part of the park that is on POCD property; create diagram showing where the fence is; call inspector.
- Get window in back office fixed
- Contact attorney regarding lease with Frontier Title. Scan and send current Frontier lease to Mike M.
- Alex will call the Spokane CD folks about service on the truck. She will have maintenance & repair numbers ready for approval at next meeting; include licensing fees.

Alex Case-Cohen, POCD District Manager

George Stuiwenga, POCD Board Chair

**Attachment C:
FY2023-2025 DOE WQAIP
Agreement for Bead Lake
Clean Water Association**



Agreement No. WQAIP-2023-PeOrCD-00064

WATER QUALITY AQUATIC INVASIVE PLANT FUNDING AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

PEND OREILLE CONSERVATION DISTRICT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Pend Oreille Conservation District, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Bead Lake Eurasian Watermilfoil Eradication Project
Total Cost:	\$40,000.00
Total Eligible Cost:	\$40,000.00
Ecology Share:	\$30,000.00
Recipient Share:	\$10,000.00
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	06/30/2024
Project Type:	Aquatic Invasive Plant Project

Project Short Description:

The RECIPIENT will continue the Bead Lake Eurasian Watermilfoil Eradication project. The RECIPIENT will use herbicides, Diver Assisted Suction Harvest (DASH) and benthic barrier installment in areas too sparse for effective herbicide treatment for Eurasian watermilfoil eradication.

Project Long Description:

Eurasian watermilfoil was detected in the lake early in the 2010 field season. The RECIPIENT will continue to survey and control for Eurasian watermilfoil. Bead Lake residents and members of the Bead Lake Clean Water Association (BLCWA) will start surface surveys to determine milfoil phenology, continuing with weekly efforts until the plants are readily recognized.

The RECIPIENT will hire an herbicide applicator which will survey and provide a prescription dose recommendation of

Agreement No: WQAIP-2023-PeOrCD-00064
Project Title: Bead Lake Eurasian Watermilfoil Eradication Project
Recipient Name: Pend Oreille Conservation District

herbicide. Residents will continue with surface surveys throughout the season, as well as monitor for and collect free-floating fragments. Previously installed bottom barriers will be removed and checked for re-growth before the end of the season. If any is found, it will be pulled.

Overall Goal:

The overall goal of this project is to eradicate Eurasian watermilfoil from Bead Lake and prevent the spread and re-introduction or the introduction of other noxious weeds.

Agreement No: WQAIP-2023-PeOrCD-00064
Project Title: Bead Lake Eurasian Watermilfoil Eradication Project
Recipient Name: Pend Oreille Conservation District

RECIPIENT INFORMATION

Organization Name: Pend Oreille Conservation District

Federal Tax ID: 91-1002263

Mailing Address: PO Box 465
Newport, WA 99156

Physical Address: 121 N Washington Ave
Newport, Washington 99156

Organization Email: admin@pocd.org

Contacts

Agreement No: WQAIP-2023-PeOrCD-00064
 Project Title: Bead Lake Eurasian Watermilfoil Eradication Project
 Recipient Name: Pend Oreille Conservation District

<p>Project Manager</p>	<p>Alex Case-Cohen District Manager</p> <p>121 N Washington Ave Newport, Washington 99156 Email: alexcc@pocd.org Phone: (509) 447-1155</p>
<p>Billing Contact</p>	<p>Candace Roman Admin</p> <p>121 N Washington Ave Newport, Washington 99156 Email: candyr@pocd.org Phone: (509) 447-1155</p>
<p>Authorized Signatory</p>	<p>Alex Case-Cohen District Manager</p> <p>121 N Washington Ave Newport, Washington 99156 Email: alexcc@pocd.org Phone: (509) 447-1155</p>

Agreement No: WQAIP-2023-PeOrCD-00064
 Project Title: Bead Lake Eurasian Watermilfoil Eradication Project
 Recipient Name: Pend Oreille Conservation District

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Lizbeth Seebacher</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lsee461@ecy.wa.gov Phone: (360) 407-6938</p>
<p>Financial Manager</p>	<p>Lizbeth Seebacher</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lsee461@ecy.wa.gov Phone: (360) 407-6938</p>
<p>Technical Advisor</p>	<p>Lizbeth Seebacher</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lsee461@ecy.wa.gov Phone: (360) 407-6938</p>

Agreement No: WQAIP-2023-PeOrCD-00064
 Project Title: Bead Lake Eurasian Watermilfoil Eradication Project
 Recipient Name: Pend Oreille Conservation District

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
 Department of Ecology

Pend Oreille Conservation District

By: _____

By: _____

Vincent McGowan, P.E. Date
 Water Quality
 Program Manager

Alex Case-Cohen Date
 District Manager

Template Approved to Form by
 Attorney General's Office

Agreement No: WQAIP-2023-PeOrCD-00064
 Project Title: Bead Lake Eurasian Watermilfoil Eradication Project
 Recipient Name: Pend Oreille Conservation District

SCOPE OF WORK

Task Number: 1 **Task Cost: \$4,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Alex Case-Cohen

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: WQAIP-2023-PeOrCD-00064
 Project Title: Bead Lake Eurasian Watermilfoil Eradication Project
 Recipient Name: Pend Oreille Conservation District

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$36,000.00

Task Title: Invasive Aquatic Plant Survey & Management

Task Description:

A. The RECIPIENT and partners will conduct surface and sub-surface Eurasian watermilfoil surveys. Infestation sites will be documented with GPS points or polygons.

B. The RECIPIENT and partners will conduct whole lake surface and beach monitoring for milfoil fragments, mapping locations, as well as conducting collection and disposal.

C. The RECIPIENT will hire a contractor to provide a prescription dose and application of herbicide.

D. The RECIPIENT will hire a contracted diver to employ diver assisted suction harvest, as well as bottom barrier installation and removal to all identified milfoil infestation sites not treated or affected by herbicide treatment.

Task Goal Statement:

The goal of this task is to ensure all noxious weed infestation sites are found and management activities are undertaken to achieve eradication.

Task Expected Outcome:

Eradication of Eurasian watermilfoil in Bead Lake.

Recipient Task Coordinator: Alex Case-Cohen

Invasive Aquatic Plant Survey & Management

Deliverables

Number	Description	Due Date
2.1	The RECIPIENT and partners will conduct surface and sub-surface Eurasian Watermilfoil surveys. Infestation sites will be documented with GPS points or polygons	09/01/2022
2.2	The RECIPIENT and partners will conduct whole lake surface and beach monitoring for milfoil fragments, mapping locations, as well as conducting collection and disposal of plant specimen	09/01/2022
2.3	The RECIPIENT will hire a contractor to provide a prescription dose and application of herbicide.	09/01/2022
2.4	The RECIPIENT will hire a contracted diver to employ diver assisted suction harvest, as well as bottom barrier installation and removal to all identified milfoil infestation sites not treated or affected by herbicide treatment.	09/01/2022

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 Recipient Name: Pend Oreille Conservation District

BUDGET

Funding Distribution EG220642

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Bead Lake Eurasian Watermilfoil Eradication Funding Type: Grant
 Funding Effective Date: 07/01/2022 Funding Expiration Date: 06/30/2024
 Funding Source:

Title: Aquatic Weeds Management Fund
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: \$3 registration fee on boat trailers

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%
 Recipient Match %: 25%
 InKind Interlocal Allowed: Yes
 InKind Other Allowed: Yes
 Is this Funding Distribution used to match a federal grant? No

Bead Lake Eurasian Watermilfoil Eradication Projec	Task Total
Project Administration/Management	\$ 4,000.00
Invasive Aquatic Plant Survey & Management	\$ 36,000.00

Total: \$ 40,000.00

Agreement No: WQAIP-2023-PeOrCD-00064
 Project Title: Bead Lake Eurasian Watermilfoil Eradication Project
 Recipient Name: Pend Oreille Conservation District

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Bead Lake Eurasian Watermilfoil Eradication Projec	25.00 %	\$ 10,000.00	\$ 30,000.00	\$ 40,000.00
Total		\$ 10,000.00	\$ 30,000.00	\$ 40,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

Agreement No: WQAIP-2023-PeOrCD-00064
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7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

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Agreement No: WQAIP-2023-PeOrCD-00064
Project Title: Bead Lake Eurasian Watermilfoil Eradication Project
Recipient Name: Pend Oreille Conservation District

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

**Attachment D:
FY2023 POCWB 5th IGA
Amendment DRAFT**

CY 2022-CY 2023 FOURTH AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT (A2018-70) BETWEEN PEND OREILLE COUNTY AND THE PEND OREILLE CONSERVATION DISTRICT

- A. This fourth amendment is being made to update the funding amount, shared employee cost breakdown and effective date of funding as it relates to the scope of work for (1) Outreach and Education Service and (2) Administrative Services.

- B. AMENDMENT OF TERMS AND CONDITIONS, the following is hereby amended and updated for:
 - 1. Outreach and Education Services
 - a. The District’s budget allocation for Outreach and Education services for Fiscal Year 2023 (July 1, 2022 – June 30, 2023) shall not exceed \$50,000.
 - b. For fiscal year 2023, the Shared Employee Cost Breakdown for Outreach and Education Services is outlined in Attachment B-1, which is hereby incorporated by reference.
 - 2. Administrative Services
 - a. The District’s budget allocation for Administrative services for the period of July 1st through December 31st, 2022, shall not exceed \$10,000.
 - b. For fiscal year 2023, the Shared Employee Cost Breakdown for Administrative Services is outlined in Attachment B-2, which is hereby incorporated by reference

- C. This Amendment is incorporated in and made a part of the Intergovernmental Cooperation Agreement (A2018-70). Except as amended herein, all other terms and conditions of the Intergovernmental Cooperation Agreement (A2018-70) and the prior amendment (R2021-36) remain in full force and effect. The parties acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment

PEND OREILLE CONSERVATION DISTRICT
PO Box 456/ 121 N. Washington Ave.
Newport, WA 99156

By: _____
George Stuivenga, POCD Board Chair

Dated: _____

PEND OREILLE COUNTY BOARD OF COMMISSIONERS
PO Box 45025/625 West 4th Street
Newport, WA 99156

Brian Smiley, Chair

Dated: _____

John Gentle, Vice Chair

Robert Rosencrantz, Member

ATTEST: _____
Clerk of the Board

Approved as to Form Only:

Prosecuting Attorney

Attachment B-1

**Shared Employee Cost Breakdown
Administrative Services
Fiscal Year 2022
January 1st – June 30th, 2022**

Hourly compensation rate: \$35.97 to \$38.00

Overtime Rate: \$53.95

Hours per week: 20

Overhead: 14.96%

Travel Allocation per month: \$250/month

Total compensation rate per month (includes overhead + travel): \$3,833.76 to \$4,020.87 per month

Total estimated for proposed period (52 weeks): \$46,005.12 to \$48,250.44

Not to exceed: \$55,000 total

Attachment B-2

**Shared Employee Cost Breakdown
Administrative Services
Fiscal Year 2022
July 1st, 2022 – December 31st. 2022**

Hourly compensation rate: \$38.20

Hours per week: 8

Overhead: 14.96%

Total compensation rate per month (includes overhead): \$1,493.10

Total compensation rate for proposed period (32 weeks): \$9,134.26

Not to exceed: \$10,000.00 total

**Attachment E:
FY2023 Professional
Services Agreement Alkire
Collab**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE PEND OREILLE
CONSERVATION DISTRICT AND LISA ALKIRE**

THIS agreement is made and entered into on this 1st day of July, 2022, by and between the Pend Oreille Conservation District, a municipal corporation of the State of Washington (“District”), and Lisa Alkire doing business as Alkire Collaborative and/or Alkire Collab (collectively referred to herein as “Contractor”).

1. PURPOSE OF AGREEMENT: The purpose of this agreement is for the Contractors to provide the District with services relating to digital and social media marketing, the creation of educational graphics, newsletters, and website management, as further described below.

2. TERM: This agreement shall take effect upon being signed by all parties hereto, and will automatically terminate and expire at 5:00 p.m. on June 30th, 2023.

3. TERMINATION: Either party may terminate this agreement prior to the date set forth above in section 2 by giving sixty (60) days written notice to the other party.

4. COMPENSATION: In exchange for the services provided under this agreement, the District agrees to pay the Contractor the sum of One Thousand One Hundred Dollars (\$1,100) per month with the potential for additional fees incurred (at a rate of \$35 per hour) for additional education and outreach tasks (stated below).

5. SCOPE OF SERVICES: The Contractor shall professionally perform all customary and usual duties associated with providing social media marketing, educational graphics and marketing materials, and website management services to the District as described specified in the “Project Overview” and “Project Breakdown” sections of the proposal submitted to the District by the Contractor, a true and correct copy of which is attached hereto as “Attachment A.” These services include, but are not necessarily limited to, tasks such as creating and designing social media posts, managing social media pages, updating new content and editing existing content to the website, designing and compiling newsletters, and videography.

5.1 The Contractor must obtain approval from the District of any and all social media posts, newsletters, marketing materials, educational materials, updates/changes to the District’s website, and any other written, audio, and/or visual material prepared pursuant to the agreement prior to the publication of the same.

6. SUPPLIES AND SPACE RELATING TO SERVICES: The Contractor shall be solely responsible for all of its costs and expenses relating to its performance of the agreement. The Contractor shall use its own supplies, equipment, and space to perform the services and work called for under this agreement.

7. DISTRICT'S OWNERSHIP OF DRAFT AND FINAL MATERIALS: All materials prepared by the Contractor, including all drafts, iterations, versions, and copies thereof, shall be the property of, owned exclusively by, the District, and shall be turned over to the District upon the termination of this agreement.

7.1 All material and information provided to the Contractor by the District during the duration of this agreement in furtherance thereof are and shall remain the property of the District and shall be returned to the District upon request or upon termination of the agreement, whichever shall occur first.

8. POSSIBLE POSSESSION AND CREATION OF PUBLIC RECORDS: The Contractor acknowledges that through its performance of the agreement, it may create and/or possess documents, information, and/or materials that are public records and are subject to the requirements of Washington's public records act, as set forth at Ch. 42.56 RCW. The Contractor agrees to preserve all documents, information, and/or materials created, including all drafts, versions, iterations, and copies thereof, and not to destroy the same unless and until it receives authorization to do so from the District.

9. CONTRACTOR'S WORK FOR OTHER CLIENTS: This agreement shall not prevent or inhibit in any way the Contractor from soliciting work from, and/or performing work on behalf of, other clients.

10. DISTRICT RESPONSIBILITIES: The District agrees to cooperate with the Contractor in its performance of the agreement, and to take all actions reasonably necessary to facilitate the Contractor's prompt and satisfactory performance of its duties under the agreement.

11. NON-ASSIGNMENT: The Contractor may not assign or transfer the rights or duties contemplated by this agreement to a third party without prior written consent of the District. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

12. TAXES AND ASSESSMENTS: The Contractor shall be solely responsible for compensating its employees, contractors, subcontractors, agents, or other individuals engaged by it to perform services under this agreement, and for paying all related taxes, deductions and assessments, including, but not limited, to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed as a result of

this agreement. In the event District is assessed a tax or assessment as a result of this agreement, the Contractor shall pay the same before it becomes due.

13. INDEPENDENT CONTRACTOR: The parties agree that the Contractor is an independent contractor, and is not an employee of the District. The Contractor has the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this agreement. The implementation of contracted activities and the results achieved are solely the responsibility of the Contractor. No agent, employee, subcontractor, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the District for any purpose. The Contractor and any employees, agents, subcontractors, and representatives of the Contractor shall not be entitled to any of the benefits the District provides for its employees. The Contractor shall be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement.

13.1 The Contractor shall have the discretion to determine when, where, and in what manner services under this agreement shall be performed, provided that those services are performed within the deadlines and/or time requirements reasonably established by the District, and further provided that the Contractor is available to communicate with the District regarding those services during the District's regular hours of operation (i.e. Monday – Friday, 7:30 a.m. to 3:30 p.m.).

13.2 The Contractor shall control the manner and means by which work and services under the agreement are performed. However, the District shall retain the right to ensure that the work and services performed by the Contractor meets the District's needs and/or specifications.

13.3 The Contractor shall be solely responsible for providing workers' compensation coverage to its employees.

14. NOTICES: Notices required and/or authorized by this agreement shall be directed to the parties at the following addresses:

Pend Oreille County Conservation District
c/o Alex Case-Cohen
P.O. Box 465
Newport, WA 99156

Lisa Alkire
330742 Hwy. 2
Newport, WA 99156

15. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between District and the Contractor and supersedes all prior written or oral understandings.

16. NON-WAIVER: The failure in any one or more instances of a party to insist upon performance of any of the terms or conditions of this agreement, to exercise any right or privilege in this agreement conferred, or the waiver by said party of any breach of any of the terms or conditions of this agreement, shall not be construed as a subsequent waiver of any such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

17. MODIFICATION: This agreement can only be modified and/or amended by a written agreement that has previously been submitted to and approved by the District's board of directors.

18. CONSTRUCTION: All the parties hereto participated and had an equal opportunity to participate in the drafting of this agreement. No ambiguity shall be construed against any party based on a claim that such party drafted the ambiguous language.

19. INVALIDITY AND CONFLICT: In case any of the provisions of this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

20. VENUE FOR ENFORCEMENT ACTION: The parties agree that the venue for any lawsuit relating to this agreement shall be the Pend Oreille County Superior Court.

21. CHOICE OF LAW: This agreement shall be governed by and subject to the laws of the State of Washington.

22. COSTS AND FEES: In the event any legal or equitable action, including appeal, is brought or undertaken, or an attorney retained, to enforce this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, then the successful or prevailing party shall be entitled to recover reasonable attorney and other professional fees, expert witness fees, court costs and other expenses incurred in such action, proceeding or discussions, in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this agreement as of the date first above written.

PEND OREILLE CONSERVATION
DISTRICT

LISA ALKIRE

George Stuiivenga, Board Chair

Lisa Alkire, a sole proprietor

Alkire Collab Deliverables
FY 2023 July 1, 2022 - June 30th, 2023

1. Website Management: 1-2 hours/week
 - Update/edit content
 - Manage incoming requests
2. Social Media Management: 3-4 hours/week
 - Create 8-10 posts per month
 - Post/manage and respond to comments
3. Quarterly newsletter: 6-8 hours/quarter
 - Design layout and template
 - Format articles
4. Monthly vlog: 2-3 hours/week
 - On-site video recording
 - Editing videos for 5-minute content monthly

Weekly Hours Range: 6.5 – 9 hours/week

Monthly Hours Range: 26 – 40 hours

Hourly Rate: \$35/hour

Weekly Rate Range: \$227.50 - \$315

Monthly Rate Range: \$910 - \$1,260

Monthly Average: \$1085

Asking Monthly Rate: \$1100/month



ALKIRE COLLAB

509 202 7582
lisaalkire@hotmail.com
www.alkirecollab.com

To Whom It May Concern:

I am grateful for the chance to help the Pend Oreille Conservation District, whom I've worked closely with in the past. If 2020 has taught us anything, we have learned the value of a strong online presence and communication. That's where I come in. With my college experience and history of creating successful graphics for the POCD, County, and many other agencies, I can ensure the POCD will continue to have a presence in our community.

With our new partnership, I am happy to say that I will do much more than with the county's previous VSP program. It did not take long for David Marcell to realize my capabilities, and I hope that the Board will continue to trust my ability to put the POCD's best foot forward digitally.

Attached are the project details and financial documents. I am excited to offer the same rate the POCD was previously paying the county for my services- but with the ability to do far more as outlined in the project details document and no steep overhead fees.

If any questions arise, feel free to reach out to me.

Lisa Alkire



ALKIRE



Project Overview

DETAILS

DATE 1/7/2021

CLIENT Pend Oreille Conservation District

CONTACT Alex Case-Cohen

PROJECT NAME POCD

PROJECT DESCRIPTION Social Media, Educational Graphics, Quarterly Newsletter and Web Management. Alkire Collab will work with POCD Manager to manage and maintain Facebook with designing and creating a minimum of 3 posts per week. Lisa Alkire will also manage comments, messages from public on social media and direct when needed to contact the POCD for more information. She will also work on networking with other partners on Facebook. Alkire Collab will also maintain any changes and additions needed on the website including but not limited to board meeting updates, new programs, new highlight information, important deadlines and calendar updates. This information must be clearly communicated to Lisa Alkire from the POCD Manager Alex Case-Cohen before additions/changes can be expected. Other projects such as videos productions, photography are not included in this contract but can be hired for an additional fee.

PAYMENT DETAILS

Please make checks payable to:

Lisa Alkire
330742 Highway 2
Newport WA 99156





PROJECT BREAKDOWN

Social Media

Hours

Create/ Design 12 Posts	3-5 /week
Post/manage and respond to comments	1 / week

Web Management

Updates new content and edits existing content on a regular basis	1-2 week
Manages all incoming requests and will ensure the manager is able to review them	.5 week
Posts board meeting minutes and other public records pre-determined by the board	.5 week

Quarterly Newsletter

Designs newsletter layout a template	5-8 hours/ quarterly
Receiving articles/information from staff and partners and format	2-3 hours/ quarterly

Hour Monthly Total 24-38

***VSP Meetings (Will appear as extra hourly charge at \$35 not included in project total until end of FY2021)**

Sending out doodle polls and announcements for the meetings. Takes meeting minutes and sends meeting minutes/follow up information at close of meeting. **Varies 2-3 hours per meeting called.**

Financial Details

#PC-1-01

Alkire Collab

-
330742 Highway 2
Newport WA 99156

-
T (509) 202-7582
E lisaalkire@hotmail.com
W www.alkirecollab.com

TASK DESCRIPTION

TOTAL

Social Media Management,
Quarterly Newsletter
and Web Design as
described in project details.

\$ 1100/ Month

VSP related expenses will be an
additional \$35/hr until end of FY2021
not reflected in the total shown on
this page

SUBTOTAL

\$ 1100

TOTAL

\$ 1100

TERMS & CONDITIONS

Invoices can be send bi weekly or monthly.





ALKIRE COLLAB

OTHER SERVICES

VIDEOGRAPHY

VIDEOS TO SHARE AND PROMOTE

We have the ability to create videos that will highlight and powerfully demonstrate your programs.

3-4 hours on site recording
8-12 hours editing

\$560 for a 13-15 minute professionally edited video with unique branding for YouTube and Social Media Use.

PHOTOGRAPHY

PHOTOS FOR WEBSITE & SOCIAL MEDIA USE

No need to purchase any more equipment for awesome photos. Just hire us for unique and tailored images for your website, program, employee headshots and or personal branding needs.

Sessions start at \$200 with additional \$35/hr needed.

SERVICES

CHECK OUT OUR WEBSITE FOR MORE SERVICES THAT MIGHT INTEREST YOU.

■ *THESE PRICES REFLECT UNIQUE CONTRACT PRICING DISCOUNTS FOR PEND OREILLE CONSERVATION DISTRICT ONLY * <<

**Attachment F:
FY2023 Far Corner
Communications
Addendum**

ADDENDUM ADJUSTING HOURLY COMPENSATION FOR SERVICES

This addendum updates the original Agreement between Pend Oreille Conservation District (“District”) and Far Corner Communications.

WHEREAS, Pend Oreille Conservation District desires to extend its agreement retaining the services of Far Corner Communications.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained in the original Agreement, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Contractor

Far Corner Communications shall continue to perform the services outlined in the original agreement between the two parties (dated August 16, 2021) and the contract addendum dated March 10, 2022.

2. Compensation

Beginning on and after July 1, 2022, services will be billed and paid at the amended rate of \$50.00 per hour. This increase reflects rising inflation as well as Far Corner Communication’s increased experience working with the Pend Oreille Conservation District’s natural resource programs.

This addendum is executed by

PEND OREILLE CONSERVATION DISTRICT

FAR CORNER COMMUNICATIONS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Attachment G:
May 2022
Treasurer's Report**

**Attachment H:
May 2022
Operations Report**



Pend Oreille Conservation District
Operations Report
May 2022

OPERATIONS UPDATE

- **Building Maintenance** – We had a significant plumbing issue come up that cost the District over \$14,000. Fortunately, we had available funds to remedy the issue. The plumbers had to expose some failing foundation beneath the building which requires an inspection. At this time, I'm not sure who to reach out to for the inspection, so I'd like some support from the board. I also spoke with Laura Mahoney, office manager for Frontier Title, and informed her that we will request that they vacate the building by December 31st. She was amenable and cooperative.
- **Staffing** – In order to successfully implement bank stabilization projects along the Pend Oreille River and the Little Spokane River, we need to hire a watershed/riparian/water quality program manager/planner (as you can tell, I haven't quite settled on a job description yet). I will use PUD, NRI, and DOE funds and will apply for Riparian Enhancement funds to hire a person to help us prepare shovel-ready plans for the multiple potential projects we have.
- **State Auditor's Office Annual Report** – The Annual Report was submitted on May 27th.
- **Budget** – Please see Attachment 3
- **ExBabylon/IT** – I am ordering two computers through ExBabylon from the surplus funds we received from the Commission

PROGRAMS

1.) **WSCC Implementation Funding Activity:** We plan to use up all available funds from IM for the last month of the Fiscal Year.

2.) **WSCC Natural Resource Investments Funding Activity:**

I'm still awaiting guidance from the WDFW Habitat Biologist on their comments for the Boyce/Ricco Project. Once those have been submitted, Gary (our engineer) will update the site plans and they landowners will submit their HPA. Aside from the Army Corps permits, this is the final permit they will need to complete their project.

The McGuires have secured all necessary permits but have not received word from the Army Corps of Engineers representative. They have sent emails and attempted to call him bi-weekly for the past 8 months with no reply. Without this permit, our ability to implement projects is completely hindered. This is something that needs to be remedied, or we must proceed with projects with the Corps' permit, which I'm instructing landowners to do at this time.

We have a number of potential capital projects lined up for VSP; in June and July, I'll inventory our potential projects to see if any qualify for NRI funds.

3.) **POPUD Erosion Control and Cottonwood Funding:**

No new news at this time.

4.) **WSCC Professional Engineering Funding Activity:**

All engineering funds have been allocated for FY2022. In FY2023, we will receive at least double the engineering funds we normally receive and will need to spend those funds quickly. Drumming up new bank stabilization projects will help us to allocate those funds and we may be able to use them for the SRF board project on the Skookum Creek Irrigation Canal.

5.) **POC Voluntary Stewardship Implementation Funding Activity:**

- **Program Management:** I finished the program management course and received my certificate in the mail (woohoo!). Additionally, we learned that the Commission will receive an additional \$3,000,000 for implementation through VSP; however, these funds must be spent on projects that "Address salmon habitat resource needs/impacts" which includes reducing stream temperature, increasing shade, address instream habitat, riparian area exclusion fencing and/or removing barriers to fish passage. I need to go through our catalog of projects to see how much of these funds may be spent.
- **Outreach:** we conducted a field day at Ramstead Ranch on Saturday, May 28th. We had over 30 guests in attendance! It was a great success and serves as the start of at least 3 upcoming Soil Health Stewards events this year. Stay tuned!
- **Monitoring:** We completed all soil sample collections with great success. Leslie Michel with the Washington State Department of Agriculture helped us collect soil samples twice. Mary and Corey were great sports throughout all of it. We will receive our results in November and plan to host a session where we explain what the results mean to landowners. Corey and I met with Levi to discuss our VSP monitoring strategy. We hope to have a preliminary plan ready for the next VSP Work Group Meeting.

6.) DoE's WQAIP Grant with the Bead Lake Clean Water Association (BLCWA):

This grant will be signed at this month's meeting.

7.) Secretary of State Archives Grant

Dyana continues to work hard on going through our extensive backlog of archives. We may need to hire a professional shredder.

8.) Grant Applications

- **Salmon Recovery Funding (SRF) Board Irrigation Efficiencies Grant Application:** We held site visits with Danny Didrickson (WDFW Fish Screen Specialist) and the Recreation and Conservation Office. We also received comments on our applications and have decided to combine the two applications into 1. I have until June 27th to submit corrections for this grant. Specifically, we need a clearer budget and description of activities to be performed.
- **NACD Urban Ag Grant:** We approved the contract at our last meeting and will begin work on June 1st. Our first task is to install the beds.
- **Ecology Water Quality Combined Funding:** No new news on this application; I will attend a webinar for new recipients on June 29th and 30th.
- **FEMA Hazard Mitigation Grant Program:** I submitted a completed application for the HMGP grant on April 14th, 2022.

9.) Shared Employee Reports

- **Lisa's Monthly Report: Attachment 1**
- **Dyana's Monthly Report: Attachment 2**

10.) To do list from meeting:

- **Move forward 5-year plan to next board meeting:** done. See June's board meeting agenda.
- **Talk to Mike Baden about moving to a "consent" item for minutes and treasurers report for future meetings:** have not done but will do so for our next meeting.
- **Formalize an easement with the City for the part of the park that is on POCD property; create diagram showing where the fence is; call inspector:** has not been completed but will be completed before August meeting.
- **Get window in back office fixed:** has not been completed but will be completed before August meeting
- **Contact attorney regarding lease with Frontier Title. Scan and send current Frontier lease to Mike M.:** completed. Our attorney recommended that we not sign a new lease with Frontier Title and instead request that they vacate by December 31st. This has been taken care of.
- **Alex will call the Spokane CD folks about service on the truck. She will have maintenance & repair numbers ready for approval at next meeting; include licensing fees.** I spoke with Jeff, Spokane CD's facilities manager, and he's not totally sure what the maintenance costs will be but estimates \$100/month for a total of \$1200/year. The oil was changed, battery and windshield wipers replaced, and everything was checked. I'll still take it into the shop to see if there's anything else that needs to be done but basically, we were gifted the perfect rig for the district!

FUTURE DATES

- **June 29th-30th:** Department of Ecology Annual Recipient Training
- **July 4th:** Independence Day holiday
- **July 1st – 9th:** Mary on vacation
- **August 16th:** Next Regular Board Meeting

District Manager _____ Date _____

POCD May 2022 Report

Website Update:

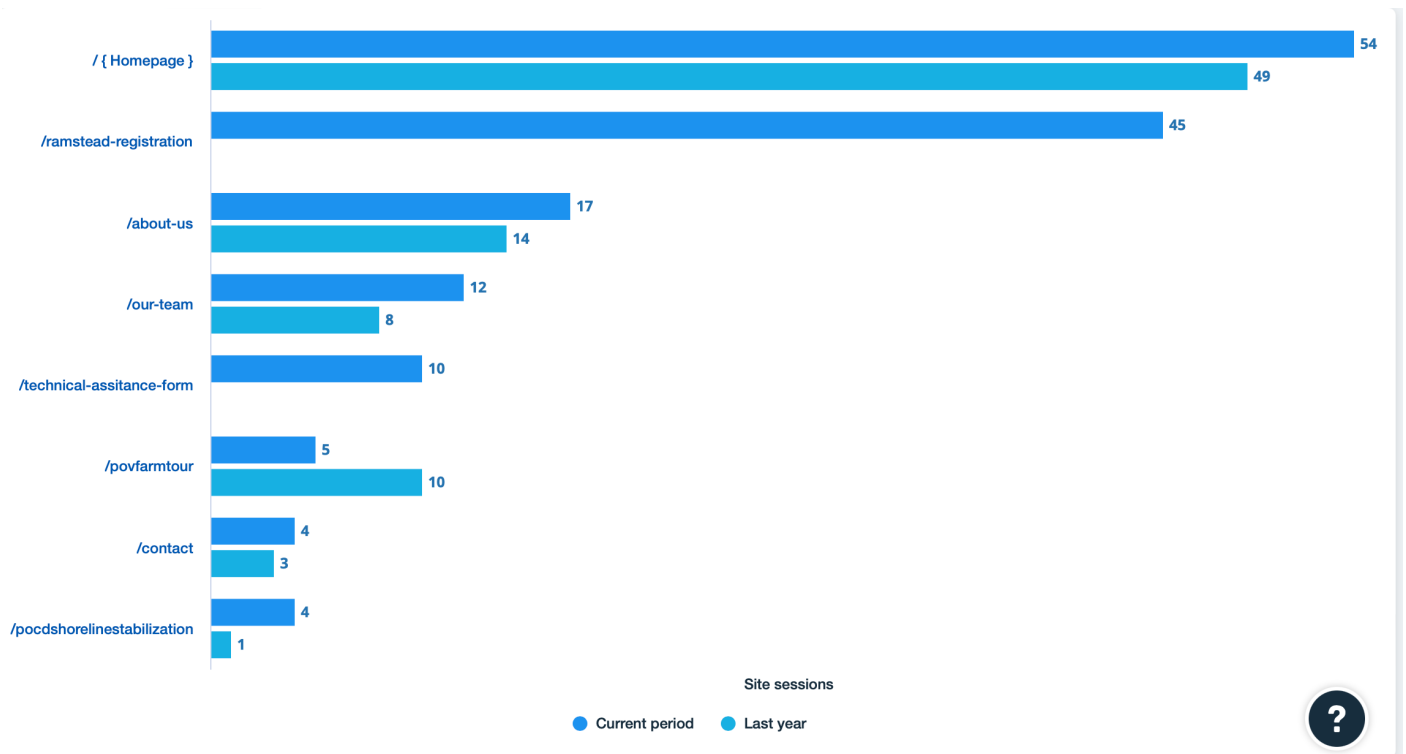
95 unique visitors to our website (

We had 115 site sessions (times those visitors visited our website overall)

2 minutes 27 seconds is the average amount of time someone spends on our website

47% of our visitors viewed our webpage by using a smart phone

Here's a graph of our most viewed pages this month and their total view count compared to last year.








Page Overview

Discovery

 Post reach	3,776
 Post engagement	530
 New Page Followers	8

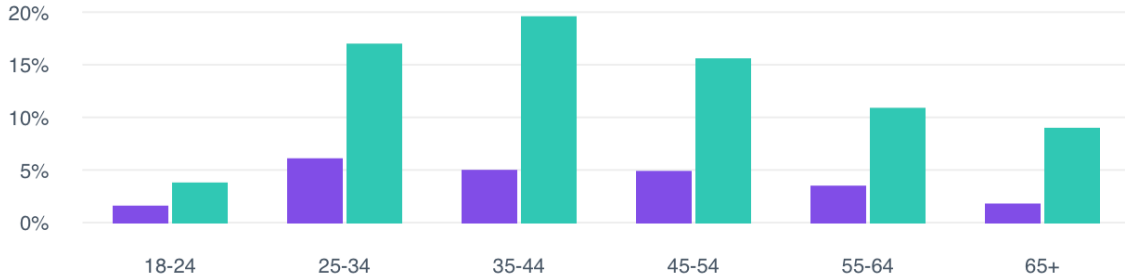
Interactions

 Reactions	181
 Comments	22
 Shares	15
 Photo Views	128
 Link Clicks	16

Audience

Age and Gender

Men 23.50%
Women 76.50%



Location

Cities

Countries

Newport, WA	211
Spokane, WA	40
Elk, WA	34
Ione, WA	22
Priest River, ID	21

Highest Performing Posts



If learning more about soil healthy and multi-species livestock grazing in Northeast Washington wasn't...

Published by Lisa Alkire · May 23 at 7:24 PM · 🌐

Post Impressions ⓘ

539

Post Reach ⓘ

499

Post Engagement ⓘ

28

Interactions ⓘ



12



0



0



0



0



0



Reactions

12



Comments

0



Shares

4



Other Clicks

2



Whether you own a home in the woods or several acres of land, this "OUT IN THE WOODS" education...

Published by Lisa Alkire · May 25 at 5:22 PM ·

Post Impressions

782

Post Reach

782

Post Engagement

43

Interactions



8



0



0



0



0



0



Reactions

8



Comments

0



Link Clicks

5



Shares

5



Other Clicks

8



🌍🐝 Happy World Bee Day! 🐝🌍 It is a time to raise awareness for bees and spread the word about what we can do to...

Fri, May 20

Post Reach **81** Engagement **3**



Today is Endangered Species Day! Did you know we have many mammals, birds, amphibians and invertebrates that are...

Fri, May 20

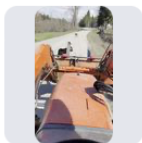
Post Reach **97** Engagement **7**



Join us for a tour of Ramstead Ranch in lone, a family-owned farm raising and selling grassfed beef, grassfed lamb,...

Thu, May 19

Post Reach **150** Engagement **9**



Our friend Kevin shared this video with us on his way to feed the cows. He's got a cow named Dougie that thinks he's one o...

Wed, May 18

Post Reach **290** Engagement **51**



What a cool event the Pend Oreille County Library District is doing with the US Forest Service! Have you heard of trail tails? Thi...

Sat, May 14

Post Reach **192** Engagement **9**

Dyana James: Deliverables for May, 2022

- WA State Archives Grant
 - Box up files for archive/retention
 - Destroy documents
 - Recycle toner/cardboard
 - Clean upstairs
- Scan documents into monthly invoice and receipt efolders
- Match up vouchers with invoices and check stubs
- File paper documents
- Create new grant and program folders as needed
- Pick up mail from Post Office, scan and efile invoices received
- Take check(s) to bank for deposit, scan and efile deposit receipt(s)
- Pick up supplies/clean office



*ENJOY
YOUR
JULY
4TH!*

Dyana James

IM Fiscal Year 2022 Budget Analysis

IM Budget May - June 30, 2022		Funds Available: \$8,433.41	
Funding For:	Task	Monthly Rate	Rest of FY total
Staff Time	Admin Tasks (Alex)	\$ 1,000.00	\$ 1,000.00
	Water Quality Tasks (Alex)	\$ 1,000.00	\$ 1,000.00
	Admin Tasks (Dyana)	\$ 500.00	\$ 500.00
	Admin/Financials (Candy)	\$ 1,000.00	\$ 1,000.00
	Mary (Outreach/TA)	\$ 1,800.00	\$ 1,800.00
	Lisa (Outreach/Education)	\$ 550.00	\$ 550.00
Other Expenses	Travel	\$ 500.00	\$ 500.00
	Meetings light refreshments (Mar-June)	\$ 20.00	\$ 20.00
	Building Repairs/Maintenance	\$ 200.00	\$ 200.00
	IT & Variable Expenses	\$ 400.00	\$ 400.00
	Office/Field Supplies	\$ 285.00	\$ 285.00
	Contracted Services	\$ 250.00	\$ 250.00
	Subscriptions	\$ 700.00	\$ 700.00
Total		\$ 6,255.00	\$ 8,205.00

Remaining IM Funds	\$8,433.41
FY Expense Estimates (Other Expenses)	\$ 1,855.00
Staff Time	\$ 6,350.00
Available Balance	\$ 228.41

VSP Budget May 1 - June 30, 2022

Table 1			
Remaining VSP Funds:		\$37,008.82	
Funding For:	Task	Monthly Rate	Rest of Biennium total
Pend Oreille Conservation District	Outreach (Lisa)	\$ 600.00	\$ 600.00
	Technical Assistance (Alex)	\$ 1,000.00	\$ 1,000.00
	Technical Assistance/Education (Mary)	\$ 1,815.00	\$ 1,815.00
	Admin & Finance (Candy & Dyana)	\$ 1,300.00	\$ 1,300.00
	Program/Grant Management (Alex)	\$ 1,000.00	\$ 1,000.00
	New Intern (beginning May 1st)	\$ 2,500.00	\$ 2,500.00
	Travel	\$ 1,000.00	\$ 1,000.00
	Implementation Advertising/Supplies	\$ 200.00	\$ 200.00
	POC GIS Help	\$ 262.00	\$ 262.00
Total		\$ 9,677.00	\$ 9,677.00

Table 2	
Potential Cost Share Funds	
Total Potential Projects	Total Cost Share (75%) to be spent
3-4 projects	\$ 15,000.00

Table 3	
Remaining VSP Funds (Funds to be Spent)	\$37,008.82
Expense Estimates (Travel, Advertising/Supplies, GIS Help)	\$ 1,462.00
Staff Time	\$ 8,215.00
Cost Share Allocation	\$ 15,000.00
Monitoring Funds	\$ 5,000.00
Buffer Funds	\$7,331.82