



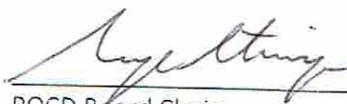
Pend Oreille Conservation District  
 Special Board Meeting MINUTES: 7/15/2021

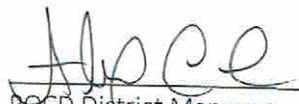
Meeting Start – 5:09 PM

In attendance via “GoToMeeting,”: John W. Floyd, Supervisor – Vice Chair; Randall Leestma, Board Supervisor; Alex Case-Cohen, POCD District Manager; Kevin Bush, Board Supervisor; Mike Mumford, Board Supervisor

| Official Action Items   |                 |                       |          |              |
|---|-----------------|-----------------------|----------|--------------|
| Motion  | Motion made by: | Motioned seconded by: | Decision | Attachment   |
| Motion to approve agenda with the caveat to take items out of order with a friendly amendment to strike Attachment F and G from the agenda  | Randall Leestma | Kevin Bush            | Carried  | N/A          |
| Motion to table Lisa’s deliverables to next meeting.  | Mike Mumford    | Randall Leestma       | Carried  | Attachment C |
| Motion to accept the deliverables for Mary and Dyana for a six-month period re-examining them at that time                                  | Mike Mumford    | Kevin Bush            | Carried  | Attachment B |
| Motion to approve the Inter-District Agreement for Professional Engineering Services  | Kevin Bush      | Randall Leestma       | Carried  | Attachment D |
| Motion to approve the Inter-local Cooperation Agreement between PUD No. 1 of POC and POCD for Cottonwood Enhancement and Erosion Mitigation | Mike Mumford    | Randall Leestma       | Carried  | Attachment E |
| Motion to approve the Implementation Addendum with the proposed changes   | Kevin Bush      | Mike Mumford          | Carried  | Attachment I |
| Motion to approve Resolution No. 20210715_01 with the caveat that term #1 – b.) be removed.   | Mike Mumford    | Kevin Bush            | Carried  | Attachment H |

Meeting Adjourned at 6:31 PM

 8/16/2021  
 POCD Board Chair Date

 8/16/2021  
 POCD District Manager Date

**Attachment B:  
FY2022 POCWB  
Shared Employee  
Deliverables**

POCWB Shared Employees  
FY2022 Deliverables

Mary Malone  
Education/Outreach/TA/Admin Responsibilities  
July 1 – December 31<sup>st</sup>, 2021

1. VSP
  - Workgroup Management
    - Coordinate VSP Workgroup Meeting
    - Take Meeting Minutes
  - Technical Assistance
    - Conservation Planner Training
    - Initial/Follow-up site visits
    - Managing district equipment
  - Other Admin Tasks
    - Quarterly Report
  
2. Grant Writing
  - Grant writing workshop
  - DOE Water Quality Grant
  - SARE Grant
  
3. Education/Outreach
  - Assisting Lisa with tasks (such as website and newsletter)
  - Outreach events (County Fair, etc)
  - Environmental Education
  
4. GIS
  - Updating and editing maps as needed
  
5. Office duties as assigned

Dyana James  
Education/Outreach/TA/Admin Responsibilities  
July 1 – September 30, 2021

1. Admin Tasks
  - Organizing electronic and physical filing system
  - Receiving and sending mail
  -
  
2. Financial Management
  - Facilitate monthly vouchering
  - Work directly with Candy
  - Potentially translate treasurer's report
  
3. Office duties as assigned
  
4. Archiving Prep

**Attachment C**  
**Alkire Collab**  
**Deliverables/Project**  
**Breakdown – FY2022**

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

THIS agreement is made and entered into on this 28<sup>th</sup> day of June, 2021, 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 December 31st, 2021.

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 assistance with the facilitation of the Voluntary Stewardship Program quarterly workgroup meetings.

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 facilitating VSP Workgroup Meetings.

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

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George Stuiwenga, Board Chair

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Lisa Alkire, a sole proprietor

**Attachment D  
2021-2023  
NE Area  
Inter-District Agreement for  
Engineering**

**INTERDISTRICT AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT** is made and entered into by the Stevens County Conservation District, hereinafter referred to as the “administering district,” and the Spokane Conservation District, Ferry Conservation District, Pend Oreille Conservation District and Lincoln County Conservation District, hereinafter referred to as the “partnering districts.”

**THE PURPOSE OF THIS AGREEMENT IS TO PROVIDE** the signatory conservation districts with fair and consistent access to professional engineering services.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

- 1. ADMINISTERING DISTRICT**—The administering district shall:
  - a. Enter into a grant contract with the Conservation Commission, the purpose of which is to hire and support a professional engineer or professional engineering services and if funds are available and workload is present, an engineer technician;
  - b. House or arrange for the housing of the professional engineer, and the engineer technician if necessary, and provide the necessary staff support for this position;
  - c. Ensure partnering districts are informed in advance of when engineering staff are performing any work within the partner district’s service area; and
  - d. Participate on the Board of Directors (see Appendix A).
- 2. PARTNERING DISTRICTS**—The partnering districts shall work cooperatively with the Administering District to form and participate on the Board of Directors. The partnering districts will also provide office space for the engineer technicians as needed.
- 3. PERIOD OF PERFORMANCE**—This agreement shall commence when it is signed by all the parties, and shall terminate on June 30, 2023, unless terminated sooner or extended as provided herein.
- 4. RECORDS MAINTENANCE**—The administering district shall maintain minutes of Board of Directors meetings and distribute them to the partnering districts and to the Conservation Commission. The administering district shall maintain other records as required in its grant contract with the Commission.
- 5. RIGHTS IN DATA**—Unless otherwise provided, data which originates from this agreement shall be a “work made for hire” as defined by Title 17, § 101 of the United States Code and shall be owned by the conservation district for whom the data are created under this agreement. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, computer files, films, tapes, and or sound reproductions. Ownership includes the right to reproduce, patent, register, license, and ability to transfer these rights.

6. **INDEPENDENT CAPACITY**—The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of another party.
7. **AMENDMENTS**—This agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless in writing and signed by all parties signatory to this agreement.
8. **TERMINATION**—Any of the parties may terminate their part of this agreement upon 30 days prior written notification to the other parties. If one of the partnering districts terminates its part, the remaining parties shall meet to determine the fair and consistent redistribution of professional engineering support.

If the administering district terminates its part, the remaining districts shall meet with their Commission Regional Manager and the Commission Financial Services Manager to determine which of the partnering districts shall become the administering district. This new administering district shall fulfill the duties outlined in item 1.

9. **INDEMNIFICATION**—To the fullest extent permitted by law, the administering district and the partnering districts shall indemnify, defend, and hold harmless each other, their boards of supervisors, agents and employees, as well as the State of Washington, its officials, agents and employees from and against all claims for injuries or death arising out of or resulting from the performance of this agreement.
10. **DISPUTES**—In the event a dispute arises under this agreement, it shall be resolved by an ad hoc Dispute Board made up of the Board of Directors plus the Conservation Commission Regional Manager for that area, acting as advisor. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, provided it is in accordance with the administering districts' grant contract, and applicable state and federal law.

In the event that the ad hoc Dispute Board is unable to make a determination, or the Board of Directors is unable to convene an ad hoc Dispute Board for any reason, the Commission may convene a statewide Dispute Board. The statewide Dispute Board shall include representation from at least two other regional Boards of Directors, one representative from the WACD Officers and Directors, an elected Conservation Commission member and a Commission Regional Manager appointed by the Commission's Executive Director. The elected Commission member shall act as chair of the statewide Dispute Board.

11. **GOVERNANCE**—This agreement is entered into pursuant to and under the authority granted conservation districts by RCW 89.08 (the Conservation Districts Law) and by RCW 39.34 (the Interlocal Cooperation Act). The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. The scope of work found in the administering district’s professional engineering services contract with the Commission; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

**12. ALL WRITINGS CONTAINED HEREIN**—This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed the agreement.

**Stevens County Conservation District**

**Ferry Conservation District**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**Pend Oreille Conservation District**

**Spokane Conservation District**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**Lincoln County Conservation District**

\_\_\_\_\_  
Signature Date

**BOARD OF DIRECTORS**  
for  
**PROFESSIONAL ENGINEERING SERVICES**

Board of Directors – The conservation districts that are signatories to this agreement shall form a Board of Directors. The purpose of the Board shall be to ensure that each of the districts in the group has fair and consistent access to the professional engineer funds.

Membership Consists of the Following Conservation Districts: -- *Stevens County Conservation District, Ferry Conservation District, Spokane Conservation District, Lincoln County Conservation District and Pend Oreille Conservation District.*

Formation, Membership Qualification, and Powers – Each district in the group shall appoint one representative to the Board. Representatives shall be appointed or elected district supervisors, or an agent or employee of the district formally appointed by their district board of supervisors. The Board shall have the power to prioritize the time and work location of the professional engineer hired by the administering district among the districts in the group. Once the priorities have been established, the Board shall use its meetings as a forum for discussion and resolution of other issues that arise from this program.

*Current board consists of the District manager/administrator from each member district.*

Setting Priorities for the Professional Engineer – Current established priorities were reviewed and approved at Board meeting held September 9<sup>th</sup> 2013 in Chewelah Washington. NE Engineering Cluster relies on contracting with licensed Engineering businesses. Board will approve projects a by majority vote of the board based on first come first serve for qualified projects through the following process.

- District shall submit project submittal form (Appendix B) to the administering district who will determine if application is complete.
- Administering district will forward application to each district for their review and allow opportunity to ask clarification questions to determine if project fits into approved project matrix (Appendix C). This process may take place via e-mail or phone meeting with all districts participating.
- Project will be approved by majority vote. But if any one district has a strong objection to a project they may call for a face to face meeting to further discuss the project.
- Approval of project by board will contain the dollar amount of project not to exceed. District must submit an addition project submittal form to receive additional money for the project and must be approved by majority vote.
- Project management, engineer hiring and supervision is the sole responsibility of the District managing the project.

Board of Directors Meetings – The Board shall meet two times per year if needed, the first in July of the fiscal year to review priority matrix, and minimum project requirements, the second in March to review grant funds and determine if addition funds are needed or if there are funds to be returned to the Commission. All business and project approvals can be handled by e-mail or phone meeting with all board members participating in a timely manner. Any one district may request the administering district to coordinate a face to face meeting.

The Administering District shall serve as board coordinator and meeting facilitator which will include recording of minutes. The administering district will be compensated with administration funds from the grant. Administering district shall report board activities and meeting minutes in monthly reports submitted with vouchers to Commission.

IN WITNESS WHEREOF, the parties have executed the agreement.

|   |   |
|---|---|
| <p>Stevens County Conservation District</p> <p>_____</p> <p>Signature <span style="float: right;">Date</span></p> | <p>Ferry Conservation District</p> <p>_____</p> <p>Signature <span style="float: right;">Date</span></p>          |
| <p>Spokane Conservation District</p> <p>_____</p> <p>Signature <span style="float: right;">Date</span></p>        | <p>Lincoln County Conservation District</p> <p>_____</p> <p>Signature <span style="float: right;">Date</span></p> |
| <p>Pend Oreille Conservation District</p> <p>_____</p> <p>Signature <span style="float: right;">Date</span></p>   |   |

**Attachment E**  
**2021 ILA PUD-POCD**  
**Cottonwood and Erosion**  
**Control Grant**

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY  
AND PEND OREILLE CONSERVATION DISTRICT FOR  
COTTONWOOD ENHANCEMENT AND EROSION MITIGATION**

This Interlocal Cooperation Agreement (the “Agreement”) is made by and between PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY, WASHINGTON (the “District”) and PEND OREILLE CONSERVATION DISTRICT (“POCD”). The District and POCD are herein referred to each individually as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The District is a public utility district and municipal corporation organized under Title 54 RCW.
- B. POCD is a conservation district and municipal corporation organized under Chapter 89.08 RCW.
- C. POCD and the District as “Public Agencies” of the State of Washington authorized to exercise the authority granted by chapter 39.34 RCW (the Interlocal Cooperation Act).
- D. The District may enter into an Interlocal Agreement with POCD to carry out its municipal purposes pursuant to RCW 54.16.090.
- E. The Parties desire that POCD will participate in the District’s cottonwood enhancement and erosion mitigation programs as identified in the District’s Comprehensive Wildlife Management Plan (“CWMP”) for FERC Project No. 2042 (Box Canyon Hydroelectric Project).

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein, the mutual benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

- 1. Term. This Agreement will become effective upon execution by both Parties and shall remain in effect until the earlier of: (a) December 31, 2021; (b) the date on which the Parties mutually agree to terminate this Agreement; (c) upon 30-days’ written notice of termination by either Party; or (d) a Party breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of breach provided by the other Party. The parties may, by mutual acceptance and agreement in writing, extend this Agreement for additional one-year periods, not to exceed five (5) total years. The date on which this Agreement terminates shall be referred to herein as the “Termination Date.”
- 2. General Purpose. The purpose of this Agreement is for POCD to participate in the District’s cottonwood enhancement and erosion mitigation programs as identified in the District’s Comprehensive Wildlife Management Plan (“CWMP”) for FERC Project No. 2042 (Box Canyon Hydroelectric Project).
- 3. Scope of Work.
  - A. Cottonwood Landowner Assistance Measures (“Cottonwood Program”). POCD shall administer the District’s Cottonwood Program as identified in the CWMP in accordance with the following terms:
    - a. Program Goal. The goal of the Cottonwood Program is to increase the extent of cottonwoods in suitable areas around the District’s Box Canyon Hydroelectric

Project. The program will provide annual support in the form of planting materials and technical assistance to public, private, or tribal landowners and managers wishing to improve habitat conditions on their property. The Cottonwood Program will also contain a public education component addressing the existence of the program, the benefits of participation, the use of cottonwoods and other native plants in shoreline stabilization projects, and information on successful projects. The District will assist the POCD in identifying potential areas suitable for cottonwood establishment. Over the course of the program, POCD will track contact efforts, and the extent and success of landowner assistance measures.

- b. Program Requirements. POCD shall administer a small-grants program to assist private and other landowners in cottonwood planting and other riparian habitat enhancements. POCD shall also conduct public education efforts in Pend Oreille County on the causes of erosion, bank protection and stabilization techniques, and related issues. For grant projects, planting materials will primarily be rooted cottonwoods suitable for spring planting, but other native trees and shrubs may be made available as well. Grant recipients will be required to adhere to the following guidelines, as well as others that may be established by the Box Canyon Technical Committee:
  - Cottonwoods will be planted in areas reasonable believed to be able to support them. The focus area will be the shoreline of the Pend Oreille River and adjacent areas within the Project reach.
  - Cottonwood planting will use the best existing practice.
  - Planting sites will be monitored for methods compliance and success.
- c. Funding Terms. The District will make available up to \$5,000 annually for the POCD for the program activities. POCD may use the funds toward a match to acquire additional funding from other agencies or utilities as long as the funds are used to enhance cottonwood recruitment and riparian habitat in the Box Canyon Reservoir and watershed. Funds cannot be used for standalone riparian habitat without cottonwoods being a part of the project. Funds can be used for cottonwood plantings (or other approved riparian habitat enhancements) that are part of an erosion project as identified in the Erosion Program below, but Cottonwood Program grant funds can only be used for the plantings portion of such project, and cannot be duplicative of funds received by a landowner under the Erosion Program.
- d. Administrative Costs. Administrative costs charged by POCD shall not exceed \$500 for each year under this Agreement.
- e. Reporting. POCD will submit an annual report to the District regarding the Cottonwood Program activities and funds dispersed by December 15 of each year. At a minimum the annual report will include: a description of public outreach measures taken that year, a brief summary of each successful applicant's project, location, linear feet of shoreline or acres treated, number and size of cottonwood planted (if not included in project description), amount of grant funds allocated, post implementation monitoring results (Three year survival rate), and whether or not the applicant also took advantage of the District's erosion control grant.

- B. Private Lands Shoreline Erosion Control Program (“Erosion Program”). POCD shall administer the District’s Erosion Program as identified in the Erosion Control, Prevention, and Remediation Plan (“Erosion Plan”) in accordance with the following terms:
- a. Program Goal. The goal of the Erosion Program is to promote erosion control projects on privately owned properties that are adjacent to the Box Canyon Reservoir. This program will be accomplished in accordance with the terms of the Erosion Plan, and includes both administration of a grant program and public outreach to private landowners about the program.
  - b. Program Requirements. POCD shall administer a small-grants program to assist private landowners with qualifying erosion control projects. POCD shall also conduct public education efforts in Pend Oreille County on the causes of erosion, bank protection and stabilization techniques, and related issues. Private landowners with Box Canyon Reservoir shorelines may make application to POCD for funding for a shoreline erosion control project by providing POCD with approved permits from the applicable regulatory authorities (e.g., WDFW, U.S. Army Corps of Engineers, Pend Oreille County). Applications received by POCD will be date stamped upon receipt. Applications received by POCD will be screened to ensure that only projects which meet certain minimum qualifying criteria are accepted for potential funding. Minimum qualifying criteria will be provided by the District, as adopted by the Erosion Control Project ID Team, and will include considerations such as use of appropriate physical and biological control features, likelihood that the design will effectively control erosion at the site, and that the project is proposed for an area having moderate to high rate of erosion per the District’s current Shoreline Erosion Hazard and Occurrence Map. Projects may be accepted for sites with a low erosion rate pending completion of a need assessment by District personnel or erosion contractor. The District will conduct an annual boat survey in the fall to inspect each completed and eligible project. This survey will provide opportunity for inspection by all permitting agencies. Prior to this survey, the POCD will provide a list of qualified projects that are to be inspected during the survey. Upon completion of the fall inspection those projects found to be complete and having fulfilled all permit conditions will be funded in order of receipt of the application by POCD subject to the availability of funding per the District’s contribution provisions below.
  - c. Funding Terms. For private lands, the District will contribute funding for shoreline erosion control projects for individual landowners who meet the qualification criteria. These contributions will be limited to erosion control features of projects, and cannot be used for unrelated or ancillary activities, such as the development of shoreline access features (e.g., staircases, walkways, etc.), dock construction, weed control, or other purposes. Contributions will be limited to a single project per landowner, and will be limited to a single amount not to exceed \$5,000 or the total cost of the project, whichever is less. The District will provide up to \$50,000 per year for qualifying grant applications.
  - d. Administrative Costs. Administrative costs charged by POCD shall not exceed \$5,000 each year under this Agreement.
  - e. Reporting. POCD will submit an annual report to the District regarding the Erosion Program activities and funds dispersed by December 15 of each year. At a minimum the annual report will include: a brief summary of each successful applicant’s project,

location, linear feet of shoreline treated, amount of grant funds allocated, the rate of erosion per the District's current Shoreline Erosion Hazard and Occurrence Map, and whether or not the applicant also took advantage of the District's cottonwood grant.

4. Indemnification. POCD shall indemnify, defend, and hold harmless the District, its employees, officers, and agents from any and all liability, damages, and expenses, causes of action, claims, and costs arising out of this Agreement, except as may arise solely out of the willful or grossly negligent acts of District employees, officers, and agents.
5. Relationship of the Parties. The Parties agree that POCD does not represent the District and has no authority to obligate the District for any payment or benefit of any kind to any person.
6. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements between them, whether oral or written. Without limiting the generality of the foregoing, this Agreement specifically supersedes the Interlocal Cooperation Agreement between the Parties made on or about November 9, 2017. This Agreement may not be modified or amended, nor may any term or provision hereof be waived or discharged, except in writing which is signed by the Party or Parties against whom such amendment, modification, waiver or discharge is sought to be enforced.
7. Compliance with Applicable Laws. POCD shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, tribal, and local governments.
8. Severability. In the event any provision of this Agreement is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding upon the Parties.
9. No Waiver. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. The failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement shall not constitute a waiver or estoppel of such right, remedy, power, or privilege.
10. Persons Bound and Assignments. The terms of this Agreement shall be binding upon and inure to the benefit of both Parties and their respective successors, subrogees, assigns, agents, employees, shareholders, officers, directors, parent, subsidiaries, affiliates, partners, heirs and associates. POCD shall not assign, delegate, or otherwise transfer its obligations under this Agreement without the written consent of the District, which consent may be withheld for any reason whatsoever. Any attempted assignment without the consent of the District shall be null and void and of no effect.
11. Dispute Resolution. In the event of any dispute between the Parties arising from this Agreement, the terms of this Agreement shall control. This Agreement shall be interpreted and enforced according to the laws of the State of Washington.

All disputes, claims, and controversies between the Parties arising out of or related to this Agreement, including, without limiting the generality of the foregoing, any claim of misrepresentation, breach, or non-performance, all of which are herein designated as "disputes," shall be resolved through arbitration by a single neutral arbitrator, in accordance with the Washington Uniform Arbitration Act (Chapter 7.04A RCW). A single neutral arbitrator shall be selected by mutual consent of the Parties. If such an arbitrator cannot be agreed upon, the procedure identified in RCW 7.04A.110 shall apply.

Arbitration will occur in Pend Oreille County, Washington. In any arbitration between the Parties arising from this Agreement, the prevailing Party shall be entitled to recover its reasonable fees and costs, including all arbitration costs, arbitrator fees, witness fees, collection expenses, attorneys' fees, and other related costs. The Arbitrator shall not have authority to award punitive damages.

12. Notifications. All notices to be given pursuant to this Agreement shall be addressed as follows:

| To District   | To POCD  |
|---|--|
| Pend Oreille Public Utility District<br>Attn: General Counsel<br>130 N. Washington Ave.<br>PO Box 190<br>Newport, WA 99156<br><br>By Email: notices@popud.org<br>With copy to: twhitney@popud.org | Pend Oreille Conservation District<br>Attn: District Manager<br>121 N. Washington Ave.<br>PO Box 465<br>Newport, WA 99156<br><br>By Email: Alexcc@pocd.org |

13. Calculation of Time. If any time period specified herein expires on a Saturday, Sunday, or legal holiday, such time period shall be automatically extended through the close of business on the next regular business day.

14. Headings. The headings of the sections of this Agreement are inserted solely for the convenience of the Parties, and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

15. Counterpart Signatures. The Parties may execute this Agreement, and any modification to this Agreement, in any number of counterparts. Each counterpart will be deemed an original and all counterparts will constitute one agreement binding on both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year last written below.

\_\_\_\_\_  
 Public Utility District No. 1  
 of Pend Oreille County

\_\_\_\_\_  
 Pend Oreille Conservation District

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment H**  
**Resolution**  
**No.20210715\_01 FY2022**  
**Cost Share and Labor Rates**



Pend Oreille Conservation District

Resolution No. 20210715\_01

WHEREAS, The Washington State Legislature authorizes the entering in to agreement to... furnish or other aid...any occupier of lands within the district carrying on of prevention control measures and works of improvement for the =conservation of renewable natural resources, RCW 89.08.220; and

WHEREAS, the Washington State Conservation Commission Policy #13-05 Cost Share Assistance Policy, authorizes local conservation district board to establish annual cost share ratios and landowner within policy parameters; and

WHEREAS, the Pend Oreille Conservation District determines entering into such agreements will likely increase participation of land occupied to implement USDA NRCS approved management practices which will benefit natural resources and the public; therefore, be it

RESOLVED, that the Pend Oreille Conservation District Board of Supervisors hereby authorize the establishment of the following cost share ratios and landowner rates.

- I.) Cost Share Assistance Rate of Reimbursement:
  - a.) Implementation of USDA NRCS approved management practices up to 75% of eligible expenses with additive cost share from all sources not to exceed 100% of total eligible expenses.
  - b.) Implementation of demonstration, education and pilot projects/practices at 100% of eligible expenses, not to exceed 100% of total project costs.
  
- II.) Co-operator Labor Rate:
  - a.) The landowner labor rate shall be set at \$22.00 per hour.
  - b.) Minor Labor rate (<17 years of age) shall be consistent with Washington's established minimum wage.

Dated the 15<sup>th</sup> of July, 2021.

\_\_\_\_\_, POCD Board Chair      \_\_\_\_/\_\_\_\_/\_\_\_\_, Date

**Attachment I**  
**FY2022 IM**  
**Addendum Draft**

**IM Addendum Draft**

**FY2022**

Conservation District

Pend Oreille

Alex Case-Cohen

Email: [alexcc@pocd.org](mailto:alexcc@pocd.org)

Overhead: 25%

Choose Appropriate Grant Program: Implementation (Must account for Basic Allocation Request Below)

Total Grant Award: \$117,823

Basic Allocation taken from IM grant: \$0

Box 1 – To be obligated under this addendum: \$117,823

- Intermediate Outcome #1: \$100

1.) Maintain District Operations, which includes:

1.1 Office and Building Management

1.2 Financial Management

1.3 Elections

1.4 Conservation Technical Assistance

1.5 Outreach and Education

1.6 Travel

2.) Water Quality Management

2.1 Technical Assistance

2.2 Monitoring

2.3 Equipment

2.4 Education and Outreach

2.5 Travel