



Pend Oreille Conservation District
 Special Board Meeting MINUTES: 6/28/2021

Meeting Start – 5:00 PM

In attendance via "GoToMeeting,": George Stuiivenga, Board Supervisor – Chair; Randall Leestma, Board Supervisor; Alex Case-Cohen, POCD District Manager; John Floyd, Board Supervisor; Kevin Bush, Board Supervisor; Mike Mumford, Board Supervisor; Mary Malone, Education and Outreach Specialist; Steve Wilson, local landowner.

Official Action Items				
Motion	Motion made by:	Motioned seconded by:	Decision	Attachment
Motion to approve agenda	Mike Mumford	Randall Leestma	Carried	N/A
Motion to tentatively move forward in assisting Steve Wilson with forest legacy application, with final decision at next meeting following initial research.	Mike Mumford	Randall Leestma	Carried	D-L
Motion to approve staffing contracts for next fiscal year/biennium amending Dyana's contract to 3 months and Lisa and Mary's contracts to 6 months with delineation of duties to be presented at next meeting.	Mike Mumford	Randall Leestma	Carried	N/A
Meeting Adjourned at 6:41 p.m.				

Public Discussion

Steve Wilson, local landowner

See attachments B,C. Steve explained the Forest Legacy program and why it is important. He is requesting assistance from POCD with his application. Deadline is August 5, 2021. Motion made by Mike Mumford to tentatively approve moving forward in assisting Steve with the application, with final decision at next meeting following initial research.

New Business

Approve staffing contracts for fiscal year 2022 – See attachments D-L

Presentation by Alex on current budget numbers on staffing, and look at future budget for staff.

Amend agreement with Dyana James to July 1-September 30, 2021, pending approval of archiving grant. Amend agreements with Lisa Alkire and Mary Malone from to six months.

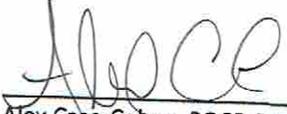
Create a specific list of deliverables for each employee.

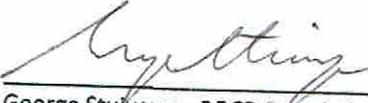
Mike Mumford moved to extend contracts with Lisa and Mary for 6 months, Dyana for 3 months with delineation of duties to be presented at next meeting. Seconded by Randall Leetsma

Board Discussion

Line of Credit – Alex discussed line of credit option for projects to help in between transition periods to minimize impact to general fund.

Meeting Adjourned: 6:41

 8/16/2021
Alex Case-Cohen, POCD District Manager

 8/16/2021
George Stuiivenga, POCD Board Chair

Attachment B
Mark Simpson forwarded
email about 2023 Forest
Legacy Program

From: [Simpson, Mark - NRCS, Newport, WA](#)
To: [Alex Case-Cohen](#); [Mike Mumford](#)
Subject: FW: 2023 Forest Legacy Application
Date: Wednesday, June 23, 2021 8:40:42 AM
Attachments: [image003.png](#)
[2023 Forest Legacy Application.pdf](#)

FYI

From: SEARL, ROBIN (DNR) <ROBIN.SEARL@dnr.wa.gov>
Sent: Wednesday, June 23, 2021 8:36 AM
Cc: Reed, Mark (DNR) <Mark.Reed@dnr.wa.gov>
Subject: 2023 Forest Legacy Application

The Department of Natural Resources is now accepting applications for nominating forest properties for the 2023 federal Forest Legacy grant program. Forest Legacy's purpose is to conserve environmentally significant working forests at risk of converting to non-forest uses.

Desirable properties provide both economic and ecologic benefits to the local area and contribute to national conservation initiatives such as species recovery plans or water quality protection. Federal funds and local cost share pay for conservation easements that acquire development rights and allow the landowner to continue practicing forestry. The program also allows acquisition of forest property as long as title is held by a government entity.

States may submit up to three properties for consideration by a national selection committee. Federal funding for this program averages about \$50 million per year, spread across the US.

The 2023 application is attached, and is also available on DNR's Forest Legacy web page at <http://www.dnr.wa.gov/leaving-legacy-forests>. Note: If you choose, you may enter Part II of the application directly into the federal Legacy database known as FLIS. If you are interested in doing so, please contact Mark Reed for instructions.

The current conservation easement template and deed language guidelines for purchases are posted on DNR's web page. Please review the terms with landowners to be certain they understand and accept those portions labeled "mandatory". Other posted items may be helpful for determining whether a property is suitable for this program, such as scoring guidelines, the Forest Legacy program map of Washington's high-priority forest conservation areas, a program FAQ document, and a link to the federal Forest Legacy website.

All applications are due by **5:00 pm on August 5, 2021**, and will be evaluated and scored solely on the information provided in the application. Applicants will be notified of results no later than **August 25th**.

If you have any questions, please do not hesitate to contact Mark Reed at mark.reed@dnr.wa.gov or Robin Searl at robin.searl@dnr.wa.gov.

Thank you-

Robin Searl

Property & Acquisition Specialist

Conservation Transaction Unit

Washington State Department of Natural Resources

Work 360-902-1627 Cell 360-280-1892



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Attachment C

2023 Forest Legacy

Application



WASHINGTON STATE DEPT OF
**NATURAL
RESOURCES**



FOREST LEGACY PROGRAM REQUESTS FOR FY 2023 PROJECT PROPOSALS

INSTRUCTIONS

To nominate a tract of forestland into the State of Washington's Forest Legacy Program (FLP), review these instructions, visit the DNR and US Forest Service websites, and complete this project proposal.

DNR: <https://www.dnr.wa.gov/leaving-legacy-forests> (or enter Forest Legacy in the search box)

U.S. Forest Service: www.fs.fed.us/spf/coop/programs/loa/flp.shtml

Project proposals are due by 5:00 PM, August 5, 2021.

Contacts: Mark Reed, project manager, 360-902-1408 or mark.reed@dnr.wa.gov
Robin Searl, program assistant, 360-890-1982 or robin.searl@dnr.wa.gov

We recommend consulting with the program staff before submitting an application to ensure that your proposal meets state and federal Forest Legacy requirements. In addition, successful applicants who receive funding will be required to sign the State's conservation easement document or accept Forest Legacy deed language for fee acquisitions. Templates are posted on the Forest Legacy website.

Selection Process: DNR will evaluate your proposal and prioritize the project for inclusion in the program based on the information you provide in the application. Part I is the nomination form and **Part II** is the **Project Brief**, which is the portion that will be scored based on the national criteria (see Scoring Guidance posted on the Forest Legacy web page). The Project Brief should reflect the goals of the Forest Legacy program found in the October 2004 State of Washington Assessment of Need publication available on the DNR website at http://www.dnr.wa.gov/Publications/amp_fl_aon2004.pdf. Reading the FAQ document, also posted on the web page is also recommended. A maximum of three proposals will be forwarded to the national selection committee in October 2021. If funded, grants will be awarded in 2023.

Instructions to Complete the Form and Brief: Please submit the application in a word processing format (not PDF), preferably MS Word. Read the specific instructions for each section of the application as character limits will apply when the information is entered into the federal database. If you choose, you may enter Part II of your application (the Project Brief) directly into the federal Forest Legacy Information System (FLIS). To obtain a logon ID and instructions for this system contact Mark Reed

Maps and photos are required as part of the proposal, and should show the **Tract, Project Area** and **Adjacent Ownership**. Maps should provide information to support and emphasize conservation benefits, threats, strategic importance, and adjacent landscape conservation planning efforts.

Tract: Parcel or area being considered for inclusion in the Forest Legacy Program in FY 2023. Please describe the interest (Land Acquisition or Conservation Easement) to be purchased in your FY 2023 Forest Legacy Program funding request. In describing benefits of the proposal focus on the specific tract.

Project Area: Your request for federal funding may be part of a larger landscape project or conservation strategy that may require phases and/or multiple sources of funding to complete. If so, please describe the entire project area in the description field and show how the nominated tract fits within it.

Please send your application **electronically** to robin.searl@dnr.wa.gov. Include maps and photos in .jpg format files – any other format will be rejected. If you use FLIS, indicate that your project brief is available in that system. If you have hard-copy items you wish to mail, please address to Robin Searl at Department of Natural Resources, Conservation, Recreation & Transactions Division, PO Box 47014, Olympia, WA, 98504-7014.



WASHINGTON STATE DEPT OF
**NATURAL
RESOURCES**



PART I

FY 2023 FOREST LEGACY PROGRAM PROJECT NOMINATION FORM

OWNERSHIP INFORMATION

1. Proposal submitted by:

Representing:

Contact person if different from above:

Address:

City:

State:

Zip:

Email:

Preferred Phone:

2. Owner(s) of the proposed Tract:

PROPERTY INFORMATION

Note: The TRACT is the property for which you are seeking funding in this application. It may be part of a larger PROJECT that has several tracts, including those funded in the past, those for which you may seek future funding, and any properties that may contribute acres as cost share for the grant.

The Tract in this application does not have to be one contiguous parcel, but must be described as one package. For a successful application all the parcels in a Tract should meet the selection criteria together and individually.

1. Tract Name:

2. U. S. Congressional District(s) in which the tract lies:

3. Tract Acres:

4. Total Project Acres (for multiple tracts or phases):

5. County (ies):

6. Tax Lot #:

(for large Tracts, attach a map or spreadsheet showing tax parcel #s)

7. County Zoning:

8. Legal Description (Section, Township and Range):

(for large Tracts attach map with S-T-R grid, or description from a title report)

9. What percent of the Tract acres are forested?
10. What is the intended future use of this Tract?
11. Describe the surrounding land uses:
12. Does the Tract have legal access?
Describe main legal access (public roads or private easements):
13. Who owns the mineral rights on this Tract?
14. Are there any structures on the Tract?
Describe any buildings or other improvements:
15. Are the owners willing to manage the Tract under a Forest Stewardship Plan?
16. Conveyance: Have the owners reviewed the State's conservation easement or required deed language? Do they accept the mandatory terms? (copies posted on Forest Legacy web page)
17. If the proposal is implemented, who is the intended fee owner of the Tract?



WASHINGTON STATE DEPT OF
**NATURAL
 RESOURCES**



PART II

FY 2023 PROPOSED PROJECT BRIEF

The **Proposed Project Brief** describes both the tract and the project. The final ranking of the nominated tract will be based on the information provided in this brief.

A copy of the federal “Project Scoring Guidance” is available on DNR’s website to help you fill out this brief.

Please use font size 10 and try to keep responses within the character limits shown below. This information will be placed into the Forest Legacy Information System (FLIS) and is subject to editing by DNR staff.

The headings shown below are based on the project attributes used to score applications at the national level.

FUNDING SUMMARY – Please show how you propose to fund your project, including future funding requests if applicable. The Forest Legacy Program (FLP) will fund a maximum of 75% of the total project and requires a minimum of 25% cost share (match) in property, cash or in-kind services. Cost share can be provided by the land owner, a non-profit organization or state or local government entities. **Note: FLP funding and cost share should equal the total tract cost, even if cost share is property not connected to the tract.** (For information on figuring the cost share amount see the FAQ document on the web page.)

<u>FY</u>	<u>Acres</u>	<u>Total Tract Cost \$</u>	<u>FLP Funding (75%)</u>	<u>Cost Share \$ (25%)</u>
2023				
2024				
2025				
Totals				

In the following sections, we give examples that may apply to your project. Please contact DNR if you have questions about acceptable description statements.

DESCRIPTION *Limit this description to 1250 characters including spaces.* This information should include the following elements: (1) general location; (2) position in the landscape; (3) whether the project is a fee or conservation easement purchase (4) brief description of the Tract and its contribution to the larger Project; and (5) summary of why this parcel should get funding. (Tip: Don’t just repeat the points in the Importance section. Tell the story of why this property is significant.)

IMPORTANCE

A maximum of 20 statements is allowed. Each statement can have a maximum of 300 characters including spaces (can break longer statements into two parts but that counts as two statements).

This criterion reflects the ecological assets and the economic and social values conserved by the project, and the project's level of significance. National significance is typically viewed as activities that support Federal laws (such as Endangered Species Act, Safe Drinking Water Act, and Clean Water Act) or interstate/international resources (such as migratory species, or trails and waterways that cross state or international boundaries). Use numerical data where available. A successful application will cover most or all of the attributes, or will demonstrate several exceptionally high-quality attributes.

Sustainable Forest Management *(examples: landowner demonstrates sustainable forest management in accordance with a management plan, property is third-party certified)*

Economic Benefits from Forestry Activities *(examples: Tract contributes to local economy through job creation, commodity production, long-term forest management. Include facts such as number of jobs supported and revenue contribution to the community or region).*

Forest Productivity *(examples: soils and site information, other characteristics that demonstrate the Tract is suitable for long-term forestry.).*

Economic Benefits from Non-Timber Products: *(examples: activities such as hunting leases, ranching, brush and fern gathering; recreation or tourism that provide revenue to the local or regional economy. Include statistics on jobs and revenue if available.).*

Threatened or Endangered Species Habitat: *(describe benefits of the Tract to endangered or threatened plant and animal species. Include information on documented occurrences.)*

Fish, Wildlife, Plants and Unique Forest Communities: *(describe benefits of the Tract to unique and/or important species or habitats. Include reference to formal assessments, conservation plans or strategies developed by government or non-governmental organizations that support the significance of this Tract.)*

Water Quality Protection *(examples: protects water supply or watershed, aquifer recharge area, wetlands, riparian areas, marine areas, etc.).*

Public Access *(Describe how protection of this property will maintain or establish access for public recreation. Include any permissions or restrictions the landowner may place on the property.)*

Scenic *(Indicate if Tract is located in or near a government-designated scenic feature such as a highway, river or scenic area.)*

Historic/Cultural/Tribal *(Describe significant historic, cultural, or tribal features. Include source of documentation and government designation.)*

THREATENED

A maximum of 10 statements is allowed. Each statement can have a maximum of 300 characters including spaces.

This criterion estimates the likelihood for conversion of the tract to a non-forestry use. During the evaluation of threat, a good land steward interested in conserving land should not be penalized.

Lack of Protection *(describe conversion potential due to lack of temporary or permanent protections, Examples: zoning allows 5 acre lots, no moratorium on development, no covenants or other encumbrances that limit development).*

Land and Landowners Circumstances *(examples: property held in an estate, aging landowner, future ownership or management by heirs is uncertain, property is up for sale or has a sale pending, landowner has received purchase offers, land has an approved subdivision plan, landowner has sold subdivisions of the property).*

Adjacent Land Use *(examples: adjacent land use characteristics such as existing land status, rate of development growth and conversion, % rate of population growth, % rate of change in local land ownership, market demand for the property type. etc.).*

Ability to Develop *(Describe physical attributes of the property that facilitate conversion such as access, buildable ground, availability of utilities, etc.)*

STRATEGIC

A maximum of 10 statements is allowed. Each statement can have a maximum of 400 characters including spaces.

This criterion reflects the project's relevance or relationship to conservation efforts on a broader perspective.

Describe how your project will:

Support Existing Conservation Initiatives, Strategies or Plans. *(Includes efforts by government and non-government entities such as species recovery plans, habitat conservation plans, or regional initiatives or strategies).*

Complement Protected Lands *(Describe how project is strategically linked to enhance lands already protected through government ownership, private conservation efforts or other land protection programs).*

Strategic Examples *(How the project fits into larger conservation strategies)*

Larger conservation plan, strategy, or initiative by a government or non-government entity:

- **Good Example:** *"This forest has been identified internationally (included identifying countries and states) as important for long-term preservation due to the unique forest type and resiliency to frequent storms";*
- **Poor Example:** *"This project is less than one mile from ___ State Forest".*
 - Although this statement presents the projects proximity to other protected lands, it does not provide much insight into how this could be beneficial to the general public or as part of a landscape conservation plan;
- **Good Example:** *"The project assists in meeting goals of reducing nitrogen, phosphorous, and sediment that are outlined in the _____ Strategy and Implementation Plan.";*

- **Good Example:** “The _____ Project Area is within and adjacent to TNC priority eco-portfolio sites, and priority conservation areas as developed by the Save-the-Redwoods League and BLM.

READINESS

Items listed in this may provide extra points for your proposal in the national evaluation process.

Project Readiness is defined as the degree of due diligence applied and the certainty of a successful Forest Legacy Program project. To demonstrate project readiness, completed items need to be documented (including completion date). These will be entered in the Forest Legacy Information System (FLIS) and credit will only be given to those items documented.

1. Has information been documented to support the cost estimate, such as completed market analysis or preliminary appraisal? (A Market Analysis is required to support requested funding level.)

Date completed:

2. Have landowner and easement holder agreed to the easement or fee acquisition conditions? (The State can provide a template for a conservation easement).

Date completed:

3. Has a cost share commitment been obtained from a specified source?

Date completed:

4. Has an option or purchase and sale agreement been signed?

Date completed:

5. Has a title search been completed?

Date completed:

6. Have ownership of mineral rights and mineral potential been determined?

Date completed:

7. Has a stewardship plan or multi-resource management plan been completed? (Many large industrial land owners or counties will have management plans that will satisfy this requirement.)

Date completed:

SUPPORTING PARTIES

80 character limit per item

This Legacy Project would be Supported by (list organizations, partners, stakeholders, local and national leaders, and other interested parties who have given letters of support or would be willing to do so.)

PHOTOS

(MAX 4, JPGS only)

- Any photos that demonstrate the importance of the project and enhance your application

MAP

(MAX 1, JPGS only)

- Show the project area, project phases, and vicinity. Add features that help demonstrate project significance and illustrate points made in the description (such as creek names, trails or other described features), but be careful to keep the map clear and uncluttered.

Note: if your project is selected, a GIS shape file of the Tract will be required for submitting the application to the national committee.

General Recommendations

- Check spelling and grammar; write concisely.
- Maps are critical and can visually demonstrate the points raised.
- Many projects that score in the middle range present good facts but fail to elaborate on the implications of development and the benefits that the project area offers. By explaining key statements, the reader is able to see the larger picture of the project and doesn't have to guess what the writer is trying to convey.
- The top projects have benefits and supporters that cross over many different categories and are very diverse.
- Convincing points should be as extensive as possible, but should not repeat facts or previous statements. We are looking for *quality not quantity*.

Recommendations for Maps from National Project Selection Panel

- First impressions matter. Many reviewers have indicated that the map was the first item they reviewed on a project brief. If the map is difficult to read, reviewers can become confused about why the project is important, threatened or strategic.
- The project brief content and the map need to tell the same story. If the proximity of features are highlighted in the brief they should also appear on the map.
- The information portrayed in the map should be clear, concise and easy to read. Some suggestions: Reserve bright colors for the project area and other Forest Legacy areas (e.g., highlight proposed projects in red). Other protected lands are easy to spot as saturated earth tones (e.g., different shades of green to differentiate federal, state and privately conserved land). The map is easier to analyze if the base map is light gray or neutral so it doesn't distract from the map message. Don't clutter the map with unnecessary labels. Scale the map to show how the project tract fits into the area's conservation landscape. If the area is too large, use an inset map for location.

Attachment D
MOA no. 20190110
between Ferry and Pend
Oreille CDs
(Signed)

Memorandum of Agreement
Pend Oreille Conservation District
and
Ferry Conservation District

no. 2019110

This Agreement is made and entered into between the Pend Oreille Conservation District (POCD) and the Ferry Conservation District (FCD).

WHEREAS, FCD and POCD have jurisdiction to enter into this agreement in order to carry out programs for conservation of renewable natural resources within their respective districts; and

WHEREAS, FCD and POCD are developing and implementing common natural resource enhancement, restoration, and protection programs; and

WHEREAS, working cooperatively on these programs can greatly aid in their overall quality, efficiency and economy.

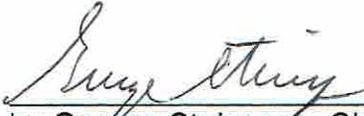
NOW, THEREFORE, in consideration of the mutual benefits to be derived from this agreement, FCD and POCD agree as follows.

1. Shared Personnel: From time to time, POCD and FCD expect that they may require additional or have excess staff.
 - a. The managers of the two districts may share employees to achieve their district's respective program goals on a short-term basis (up to one month) without prior board authorization.
 - b. Both Boards must, by resolution, consent to a sharing arrangement beyond one month at their next regularly scheduled meeting.
 - c. The lending district shall:
 - i. Continue to be the employer of the "shared" employee;
 - ii. Pay the salary and benefits of the shared employee;
 - iii. Submit a monthly invoice by the 5th of each month billing to the borrowing district.
 - d. The borrowing district shall:
 - i. Coordinate shared staff scheduling with the lending district prior to assignment of any work.
 - ii. Reimburse the lending district at the shared employee's composite rate, per diem and mileage at the State rate within 20 days of receipt of an invoice;
 - iii. Provide day to day oversight over the shared employee;
 - iv. Provide a suitable work area.

8. Effective Date: The effective date of this agreement is December 12, 2018 and will expire when replaced or superseded unless terminated earlier at the written election of either District.

Pend Oreille Conservations District

Ferry Conservation District


by George Stuiyenga, Chair


by Eric Bracken, Chair

**Attachment E:
02-11-21 Professional
Services Agreement (PSA)
Alkire Collab
(Signed)**

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

THIS agreement is made and entered into on this 11th day of February, 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 June 30, 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.

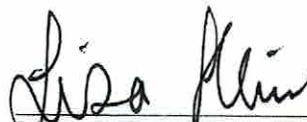
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this agreement as of the date first above written.

PEND OREILLE CONSERVATION
DISTRICT

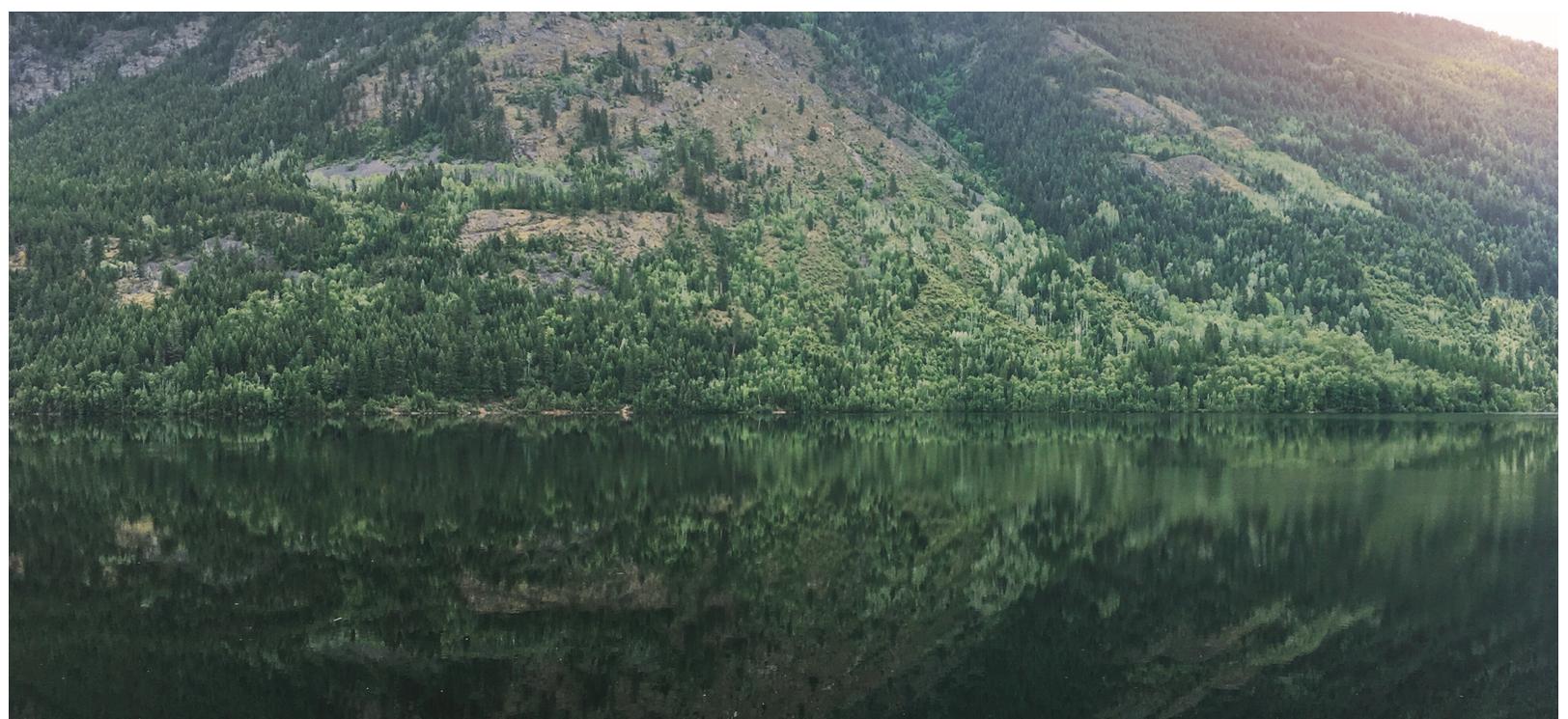
LISA ALKIRE

 3/15/2021

George Stuvenga, Board Chair

 3/15/21

Lisa Alkire, a sole proprietor



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
06-2021 PSA Alkire Collab
and POCD
(Draft)

**CY 2021 AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PEND OREILLE CONSERVATION DISTRICT AND LISA
ALKIRE**

- A. This amendment is being made to update the term of the agreement for fiscal year 2022 (July 1, 2021 – June 30, 2022).
- B. AMENDMENT TERMS AND CONDITIONS:

2. TERM:

Change: “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 30, 2021” to “...and will automatically terminate and expire at 5:00 p.m. on June 30, 2022”.

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 Stuivenga, Board Chair

Lisa Alkire, a sole proprietor

**Attachment G
A-2018-70 Inter-
Governmental Agreement
(IGA) with POCWB & POCD
(Signed)**

INTERGOVERNMENTAL COOPERATION AGREEMENT

**BETWEEN PEND OREILLE COUNTY NOXIOUS WEED CONTROL BOARD AND
THE PEND OREILLE CONSERVATION DISTRICT**

THIS AGREEMENT is made and entered into as of the date of the final signature below between Pend Oreille County (the County), a political subdivision of the State of Washington, and the Pend Oreille County Conservation District (the District), a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 of the Revised Code of Washington ("RCW"), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter;

WHEREAS, the County and the District are public agencies within the meaning of chapter 39.34 RCW;

WHEREAS, chapter 89.08 RCW specifically provides for the District to enter into interlocal agreements;

WHEREAS, the District's mission is to provide leadership, technical, educational and financial assistance to landowners and land users in the utilization and management of natural resources;

WHEREAS, the District services the citizens of the community (county, state, country) to ensure the long-term use of natural resources in an economically, socially and environmentally sustainable manner using non-regulatory, voluntary approaches;

WHEREAS, the District's budget allocation to the County for implementation of the Outreach portion of the Volunteer Stewardship Program (VSP) is a maximum of \$7,950;

WHEREAS, the County has the technical expertise to implement the outreach work plan created by the District and to participate in the further development and implementation of the outreach work plan;

WHEREAS, the District intends to designate the County as the organization that will implement the outreach work as described by the Volunteer Stewardship Program.

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to acknowledge and facilitate the parties' mutual interest in implementing the Outreach portion of the Volunteer Stewardship Program
2. **ADMINISTRATION.** No new separate legal or administrative entity is created to administer the provisions of this Agreement.

- a. The Pend Oreille Conservation District point of contact for purposes of this Agreement shall be as follows:

David Marcell
District Manager
Pend Oreille Conservation District
davidm@pocd.org
www.pocd.org
O: (509)447-1155
M: (509)671-0658

- b. The point of contact for Pend Oreille County Noxious Weed Control Board shall be as follows:

Sharon L Sorby
Coordinator
PO Box 5085
Newport WA 99156
Phone: 509-447-6478
FAX: 509-447-6477
Cell: 509-671-1537
ssorby@pendoreille.org

3. SCOPE. This agreement contemplates that the County will:

- a. Contract with the District for Volunteer Stewardship Program funding in an amount not to exceed \$7,950 for the 2017-2019 biennium;
- b. Activity deliverables to be performed by the County are outlined in Attachment "A".

4. COMPENSATION BY THE DISTRICT TO THE COUNTY

- a. The District will reimburse the County for costs associated with implementing eligible outreach activities of the Volunteer Stewardship Program.
- b. Payment by the District to the County shall be made within thirty (30) days after billing from the County.
- c. The County will commence work upon full signature of this agreement.

5. DURATION OF AGREEMENT – TERMINATION. This Agreement shall remain in force until cancelled by either party in writing. The County reserves the right to cancel this Agreement in the event of the District's nonpayment of reimbursable costs billed by the County to the District, upon thirty (30) days written notice by the County to the District, sent certified mail, return receipt requested.

6. RELATIONSHIP OF THE PARTIES. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the District for any purpose, and the employees of the County are not entitled to any of the benefits the

District provides to their employees. No agent, employee or representative of the District shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the District are not entitled to any of the benefits the County provides to County employees.

7. NON-DELEGATION / NON-ASSIGNMENT. Neither party may delegate the performance of its contractual obligation hereunder to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.
8. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
9. HOLD HARMLESS. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.
10. INDEMNIFICATION. The County and the District shall defend, indemnify and hold each other harmless from and against any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with, services performed or to be performed under this contract to the fullest extent permitted by law whether arising from contract liability(ies) or otherwise.

This mutual duty to indemnify shall not apply to liability from damages arising out of bodily injury to persons or damages to the property caused by, or resulting from, the sole negligence of either the County or the District or their respective officers, agents, and employees.

This mutual duty to indemnify for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of either the County's or the District's agents or employees, subcontractors and suppliers, shall apply only to the extent of negligence of the damages caused by or resulting from the concurrent negligence of the County's or the District's agents, employees, subcontractors and suppliers.

The County and the District specifically and expressly waive any immunity that may be granted under the Washington State Industrial Act, Title 51, RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount of type of damages, compensation, benefits payable to or by any third party under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefit acts.

This mutual duty of defend, indemnify, and hold harmless shall include all related costs, reasonable attorney fees, court costs and related expenses asserted against or incurred by either party, or their officers, agents and employees.

The parties hereby certify that these indemnification provisions were mutually negotiated and agreed to by the parties.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.

a. This Agreements may be changed, modified, amended or waived only by written agreement signed by the parties and adopted by the Pend Oreille County Board of Commissioners and the Pend Oreille Conservation District Board.

b. Any waiver or a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

c. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. INTERPRETATION. This Agreement has been submitted to the review of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accord with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include all genders.

13. GOVERNING LAW AND VENUE.

a. This Agreement shall be governed by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. The venue of any action brought hereunder shall be in Pend Oreille County, Washington.

b. If any legal action or other proceeding is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney fees incurred in that action or proceeding.

14. ORDER OF PRECEDENCE. 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 federal and State of Washington statutes, regulations, and rules.

b. Mutually agreed upon written amendments to this Agreement.

c. This Agreement.

d. Budget for Scope of Work.

- e. Any other provision of this Agreement, including materials incorporated by reference.
15. FUNDING AVAILABILITY. The District's ability to make payments is contingent on availability of funding. In the event funding from the State is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, the District, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. The District may also elect to suspend performance of the Agreement until the District determines the funding insufficiency is resolved. The District may exercise any of these options with no notification restrictions. The District shall provide written notice to the County as soon as practicable of insufficient program funding but no later than thirty (30) days from receipt of notice of insufficient funding for the program.
 16. PROPERTY. Unless otherwise specifically agreed by the parties in writing, all property, personal or real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.
 17. TERMINATION FOR CAUSE. If for any reason, either party does not fulfill in a timely manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
 18. SERVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without affecting the validity or enforcement of the remaining provisions.
 19. RECORDS MAINTENANCE. The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by both parties, the Office of the State Auditor, and federal officials so authorized by law.
 20. OFFICIAL RECORD KEEPING. The County will keep records of all expenditures, including coded timesheets, for the Outreach work performed under the VSP project; and, provide copies to the District.
 21. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Attachments to this agreement include:

- I. Budget for Scope of Work Outline (Attachment A).
- II. By reference, the Outreach portion of VSP Plan.

22. FILING. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

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

PEND OREILLE CONSERVATION DISTRICT

PO Box 456/ 121 N. Washington Ave.
Newport, WA 99156

By: John W. Floyd
POCD Board Supervisors *vice chair*

Dated: 8 Nov 2018

PEND OREILLE COUNTY BOARD OF COMMISSIONERS

PO Box 45025/625 West 4th Street
Newport, WA 99156

Stephen Kiss
Stephen Kiss, Chair

Dated: 11-20-2018

Absent
Mike Manus, Vice Chair

Karen Skoog
Karen Skoog, Commissioner

ATTEST: Christina Robinson
Clerk of the Board

Approved as to Form:

Prosecuting Attorney

Attachment H
2021 1st IGA Amendment
w. POCWB administrative
assistance
(Signed)

**2021 AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT
(A2018-70) BETWEEN PEND OREILLE COUNTY AND THE PEND OREILLE
CONSERVATION DISTRICT**

A. This amendment is being made to update the funding amount for **fiscal** year **2021 (July 1 2020 – June 30, 2021)**, update the deliverables and update the point of contact for the Pend Oreille Conservation District.

B. AMENDMENT TERMS AND CONDITIONS:

1. **Replace** the original language in the recital portion “WHEREAS, the District’s budget allocation to the County for implementation of the Outreach portion of the **Voluntary** Stewardship Program (VSP) is a maximum of \$7,950” **with** “WHEREAS, the District’s budget allocation to the County for administrative assistance shall not exceed \$4,000.

2. **Replace** the original language in the recital portion “WHEREAS the county has the technical expertise to implement the outreach work plan created by the District and to participate in the further development and implementation of the outreach work plan” **with** “WHEREAS, the County has the technical expertise and availability to assist the District with administrative duties, which include: physical and electronic file organization, answering phone calls, managing electronic and physical documents, taking meeting minutes at board meetings, and other duties as assigned.”

3. **Replace** the Purpose language in Section 1, “The purpose of this Agreement is to acknowledge and facilitate the parties’ mutual interest in implementing the Outreach portion of the Volunteer Stewardship Program” **with** “The purpose of this Agreement is to acknowledge and facilitate the parties’ mutual interest and availability to assist the District with the aforementioned administrative duties.”

4. **Change** the District point of contact in the Administration in Section 2 (a) to:
 - a. The District point of contact for purposes of this Agreement shall be as follows:
Alex Case-Cohen
District Manager
Pend Oreille Conservation District
alexcc@pocd.org
www.pocd.org
O: (509)447-1155
M: (509)671-5085

5. **Change** the entire Scope language in Section 3 to:

3. SCOPE. This agreement contends that the County will:

- a. Contract with the District for Implementation and Voluntary Stewardship funding in an amount not to exceed \$4,000 from April 6th, 2021 to June 30th, 2021; see Attachment A for the breakdown of total hours to be worked, time and compensation rate.
- b. Activity deliverables to be performed by the County are outlined above.

6. **Change** the entire Compensation by the District to the County language in Section 4 to:

4. COMPENSATION BY THE DISTRICT TO THE COUNTY

- a. The District will reimburse the County for costs associated with administrative assistance.
- b. Payment by the District to the County shall be made within thirty (30) days after billing from the County.
- c. The County will commence work beginning Tuesday, April 6th, 2021, or as soon as possible after the agreement is ratified, whichever comes first.

7. **Replace** original language in Section 21 (I and II) referencing the attachments to this agreement from “I. Budget for Scope of Work Outline (Attachment A) II. By reference, the Outreach portion of the VSP Plan” **with** “I. Shared Employee Cost Breakdown (Attachment A).”

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) remain in full force and effect. Any reference in the original Intergovernmental Cooperation Agreement (A2018-70) or an Amendment to the “Intergovernmental Cooperation Agreement (A2018-70)” shall mean “Intergovernmental Cooperation Agreement (A2018-70) as amended”. 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

Mike Manus, Chair

Dated: _____

Brian Smiley, Vice Chair

John Gentle, Commissioner

ATTEST: _____
Clerk of the Board

Approved as to Form Only:

Prosecuting Attorney

Attachment A

**Shared Employee Cost Breakdown
April 20th – June 30th, 2021**

Hourly compensation rate: \$35.69

Average of 7 hours/day = \$249.83

Over a total of 10 weeks = \$2,498.30

In addition to 2 board meeting (approximately 3 hours each) = \$214.14

Estimated total: \$2,712.44

Not to exceed: \$4,000.00 total

**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

SUBJECT: Request to Sign POCD Addendum, Resolution and Change Data & Finance Specialist to Full Time **SUBMITTED BY: Weed Board**
AGENDA: April 5, 2021, Consent

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS: POCD IGA Addendum IGA Addendum Resolution D&F Specialist Job Description	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:	R-2021-36	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
[Signature] Commissioner Chair (initials) [Signature] Commissioner (initials) [Signature] Commissioner (initials)	Effective date: 4-16-2021	
FINAL ACTION TAKEN: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action	Motion: Approve the "Amendment to the Intergovernmental Cooperation...	
Commissioners' Minutes Reference: # 24		

RECOMMENDATION OR REQUEST: To sign the addendum to IGA No. A-218-70 with the Conservation District to fund staff sharing to assist them in fulfilling administrative tasks. To fulfill this obligation, we would need the Data & Finance Specialist to become full time for the duration of the agreement. *2018 Conservation District* **2** motion: Approve

DISCUSSION: The Weed Board and Conservation District share related goals and provide related services. As we administer our programs, we find there are opportunities to provide our services with efficiency, in turn, creating a cost-savings to landowners.

ALTERNATIVES: Maintain the current level of service to landowners.

FISCAL IMPACT:

- SOURCE OF FUNDS: POCD
- AMOUNT BUDGETED: \$0
- AMOUNT NEEDED FOR PROJECT: \$4,000

REVIEWED BY PROSECUTOR? YES NO N/A Comments:
 REVIEWED BY HUMAN RESOURCES? YES NO N/A [Signature] HR initials

**Attachment I
06-2021 4th IGA
Amendment w. POCWB for
Admin Assistance
(Draft)**

**CY 2021 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 for fiscal year (FY) 2022 (July 1, 2021 – June 30, 2022).

- B. AMENDMENT TERMS AND CONDITIONS:
 - 1. **Replace** the amended language in the recital portion “WHEREAS, the District’s budget allocation to the County for administrative assistance shall not exceed \$4,000” to “...shall not exceed \$17,000.”
 - 2. **Add** for fiscal year 2022 Attachment B Shared Employee Cost Breakdown for Administrative Services, 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 Stuiivenga, POCD Board Chair

Dated: _____

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

Mike Manus, Chair

Dated: _____

Brian Smiley, Vice Chair

John Gentle, Commissioner

ATTEST: _____
Clerk of the Board

Approved as to Form Only:

Prosecuting Attorney

Attachment B

**Shared Employee Cost Breakdown
Administrative Services
Fiscal Year 2022
July 1st, 2021 – June 30th, 2022**

Hourly compensation rate: \$35.62

Hours per week: 8

Overhead: 14.5%

Total compensation rate per month (includes overhead): \$1,305.12

Total estimated for FY2022: \$15,661.40

Not to exceed: \$17,000 total

Attachment J
2021 Dyana James
Accomplishments

Accomplishments at Pend Oreille Conservation District.....Dyana James

Projects completed 4/20/21 – 6/29/21:

- 1) Transferred and organized all VSP, IMP, grant files and Conservation District Board meeting minutes and accompanying files from binders to classification folders with labels.
- 2) Boxed up old files for archives.
- 3) Scanned board meeting agendas and minutes into network files.
- 4) Answered phones, picked up mail at Post Office, and other misc. tasks as needed.

Attachment K
2021 2nd IGA Amendment
w. POCWB outreach &
Education
(Signed)

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2021- 58

**SECOND AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION
AGREEMENT (A-2018-70) BETWEEN PEND OREILLE COUNTY AND THE
PEND OREILLE CONSERVATION DISTRICT**

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action; and

WHEREAS, Pend Oreille County and the Pend Oreille Conservation District (POCD) are public agencies within the meaning of Chapter 39.34 RCW; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business; and

WHEREAS, the Pend Oreille County Noxious Weed Control Board has the staff expertise in outreach and education including, social media management, event coordination, partnership development and maintenance, in-person and virtual outreach, written correspondence, grant writing and development; and

WHEREAS, the Board feels that the best interest of the public will be served by entering said agreement with the POCD.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Second Amendment to the Intergovernmental Cooperation Agreement (A2018-70) between Pend Oreille County and the Pend Oreille Conservation District for outreach and education duties, which is attached hereto and incorporated herein, is approved.

BE IT FURTHER RESOLVED, by the Board that the Amendment to the Agreement between the County and POCD may be executed by the Chair, or a majority of the Board.

[executed page with signatures is attached]

ADOPTED this 24 day of May, 2021.

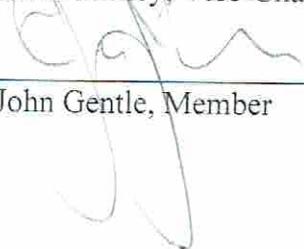
**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**



Mike Manus, Chair



Brian Smiley, Vice-Chair



John Gentle, Member

ATTEST:



Crystal Zieske, Clerk of the Board

**2021 SECOND AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT
(A2018-70) BETWEEN PEND OREILLE COUNTY AND THE PEND OREILLE
CONSERVATION DISTRICT**

- A. This second amendment is being made to add additional funding for fiscal year 2021 (July 1, 2020 – June 30, 2021) and to expand the scope of work to include services for outreach and education.
- B. AMENDMENT TERMS AND CONDITIONS:
1. **Add** the following language for fiscal year 2021:
 - a. “the District’s budget allocation to the County for outreach and education assistance shall not exceed \$4,000.” This funding is separate and distinct from the budget allocation for fiscal year 2021 for administrative assistance provided in the First Amendment Agreement (R2021-36) between the parties.
 - b. the County has the technical expertise and availability to assist the District with additional outreach and education duties, which includes social media management, event coordination, partnership development and maintenance, in-person and virtual outreach, written correspondence, potential grant writing and development, and other duties as assigned.
 2. **Update** the language in the Scope Section for fiscal year 2021 to:
 - a. Contract with the District for Implementation and Voluntary Stewardship funding in an amount not to exceed \$4,000 from May 4th, 2021 to June 30th, 2021; see Attachment B for the breakdown of total hours to be worked, time and compensation rate.
 - b. Activity deliverables to be performed by the County are outlined above.
 3. **Update** the Compensation by the District to the County for fiscal year 2021 to:
 - a. The District will reimburse the County for costs associated with outreach and education assistance as outlined in this agreement.
 - b. Payment by the District to the County shall be made within thirty (30) days after billing from the County.
 - c. The County will commence education and outreach work beginning Tuesday, May 4th, 2021, or as soon as possible after the agreement is ratified, whichever comes first.
 4. **Add** for fiscal year 2021 Attachment B Shared Employee Cost Breakdown for outreach and education assistance, 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 Stuiyenga, POCD Board Chair

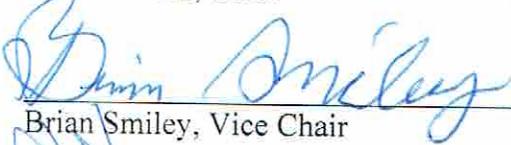
Dated: 6/7/2021

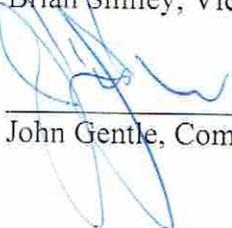
PEND OREILLE COUNTY BOARD OF COMMISSIONERS

PO Box 45025/625 West 4th Street
Newport, WA 99156

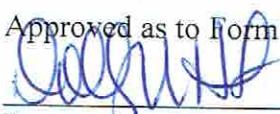

Mike Manus, Chair

Dated: 5-24-21


Brian Smiley, Vice Chair


John Gentle, Commissioner

ATTEST: 
Clerk of the Board

Approved as to Form Only:

Prosecuting Attorney

Attachment B

**Shared Employee Cost Breakdown
Outreach and Education Services
Fiscal Year 2021
May 4th – June 30th, 2021**

Hourly compensation rate: \$33.79

May Totals

- 8 hours/week for May (4 weeks): \$270.32/week
- Total estimated hours for May: 32
- May total estimated cost: \$1,081.28

June Totals

- 20 hours/week for June (4 weeks) = \$675.80
- Total estimated hours for May: 80
- June total estimated cost: \$2,703.20

Total estimated cost until the end of FY2021 (June 30th, 2021): \$3,784.48

Not to exceed: \$4,000.00 total

Attachment L
06-2021 3rd IGA
Amendment w. POCWB
Outreach & Ed. Assistance
(Draft)

**CY 2021 THIRD AMENDMENT TO INTERGOVERNMENTAL COOPERATION
AGREEMENT (A2018-70) BETWEEN PEND OREILLE COUNTY AND THE PEND OREILLE
CONSERVATION DISTRICT**

- A. This third amendment is being made to update the funding amount for fiscal year (FY) 2022 (July 1, 2021 – June 30, 2022).

- B. AMENDMENT TERMS AND CONDITIONS:
 - 1. **Replace** the amended language in the recital portion “WHEREAS, the District’s budget allocation to the County for outreach and education assistance shall not exceed \$4,000” to “the District’s budget allocation to the County for outreach and education assistance shall not exceed \$40,000.”
 - 2. **Add** for fiscal year 2022 Attachment B Shared Employee Cost Breakdown for Outreach and Education Services, 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 Stuiwenga, POCD Board Chair

Dated: _____

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

Mike Manus, Chair

Dated: _____

Brian Smiley, Vice Chair

John Gentle, Commissioner

ATTEST: _____
Clerk of the Board

Approved as to Form Only:

Prosecuting Attorney

Attachment B

**Shared Employee Cost Breakdown
Outreach and Education Services
Fiscal Year 2022
July 1st, 2021 – June 30th, 2022**

Hourly compensation rate: \$33.79

Hours per week: 20

Overhead: 14.5%

Travel Allocation per month: \$100/month

Total compensation rate per month (includes overhead + travel): \$3,195.16

Total estimated for FY2022: \$38,341.97

Not to exceed: \$40,000.00 total

Attachment M
06-2021 DRAFT FY22
Annual Operating Budget

FY2021	Staff	Alex	Mary	Candy	Lisa	Dyana	New hire?	Total
	Hourly rate	\$ 36.96	\$ 33.79	\$ 33.75	\$ 35.00	\$ 35.69		
	Average Hours per week	40	20	10	7	8		
	Average hours per month	160	80	40	28	32		
	Salary per month	\$ 5,913.60	\$ 2,703.20	\$ 1,350.00	\$ 980.00	\$ 1,142.08		\$ 12,088.88
	overhead amount	25%	14.50%	20%	n/a	14.50		
	Total Overhead	\$ 1,478.40	\$ 391.96	\$ 270.00	n/a	\$ 165.60		\$ 2,305.97
	Travel per month	\$ 200.00	\$ 100.00	\$ 568.00	n/a	n/a		\$ 868.00
	Travel per year	\$ 2,400.00	\$ 1,200.00	\$ 6,816.00	n/a	n/a		\$ 10,416.00
	Total Cost per month	\$ 7,592.00	\$ 3,195.16	\$ 2,188.00	\$ 980.00	\$ 1,307.68		\$ 15,262.85
total cost per year	\$ 91,104.00	\$ 38,341.97	\$ 26,256.00	\$ 11,760.00	\$ 15,692.18		\$ 183,154.15	

FY2022	Staff	Alex	Mary	Candy	Lisa	Dyana	New Hire	Total
	Hourly rate	\$ 36.96	\$ 33.79	\$ 33.75	\$ 35.00	\$ 35.69	\$33.79	
	new average hours per week	40	20	10	8	8	20	
	new average hours per month	160	80	40	32	32	80	
	salary per month	\$ 5,913.60	\$ 2,703.20	\$ 1,350.00	\$ 1,120.00	\$ 1,142.08	\$ 2,703.20	\$ 14,932.08
	overhead amount	25%	14.5%	20%	n/a	14.5%	25%	
	total new overhead per month	\$ 1,478.40	\$ 391.96	\$ 270.00	n/a	\$ 165.60	\$ 675.80	\$ 2,305.97
	New Travel per month	\$ 200.00	\$ 100.00	\$ 200.00	n/a	n/a	\$ 100.00	\$ 500.00
	new travel per year	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	n/a	n/a	\$ 1,200.00	\$ 6,000.00
	New total cost per month	\$ 7,592.00	\$ 3,195.16	\$ 1,820.00	\$ 1,120.00	\$ 1,307.68	\$ 3,479.00	\$ 15,034.85
With 5% raise potential from January 1-June 30	\$ 2,031.32		\$ 2,025.00					
new total cost per year	\$ 93,135.32	\$ 38,341.97	\$ 23,865.00	\$ 13,440.00	\$ 15,692.18	\$ 41,748.00	\$ 184,474.47	

Funding Sources FY2022	Grants/ Funding Source	IM	VSP	NRI	PUD	SOS Archive Grant	General Fund	Totals
	Total Allocation/ Funds Available	\$ 117,853.00	\$ 117,500.00	\$ 78,666.00	\$ 60,000.00	\$ 20,000.00	\$ 60,000.00	\$ 454,019.00
	Status	Approved	Approved	Approved	Approved	In Application Process		
	Start Date	7/1/2021	7/1/2021	7/1/2021	7/1/2021	9/1/2021		
	Staff	\$ 82,497.10	\$ 79,500.00	\$ 11,799.90	\$ 5,000.00	\$ 15,000.00		\$ 193,797.00
	Cost Share	n/a	\$ 30,000.00	\$ 66,866.10	\$ 55,000.00	n/a		\$ 151,866.10
	Maintain District Operations	\$ 1,900.47		n/a	n/a			\$ 1,900.47
	Miscellaneous	\$ 15,000.00	\$ 6,000.00					\$ 21,000.00
	Supplies	\$ 2,000.00	\$ 1,000.00			\$ 5,000.00		\$ 8,000.00
	Additional Travel	\$ 2,000.00	\$ 1,000.00				\$ 600.00	\$ 3,600.00
	Contracted Services	\$ 5,700.00					\$ 50,000.00	\$ 55,700.00
	Utilities & Subscriptions	\$ 8,755.43						\$ 8,755.43
	Total funds remaining	\$ 117,853.00	\$ 117,500.00	\$ 78,666.00	\$ 60,000.00	\$ 20,000.00	\$ 50,600.00	\$ 9,400.00

FY20 Annual Budget																
CATEGORY	EXPENSE	MONTH												TOTALS		
		7/1/2021	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY.	6/30/2022	Sub Totals by Item	Sub Totals by Category	
Misc	Annual Dues & Membership Fees		\$ 4,100.00				\$ -	\$ 2,800.00	\$ 4,500.00					\$ 11,400.00	\$ 20,510.00	
			WACD				SAO	BIAS	ENDURIS				NACD	WCS		\$ -
	Advertising (includes needs for VSP Outreach)	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00		\$ 900.00
	Meeting Registration Fees (WADE, NE Area, WACD, Etc.)			\$ 100.00	\$ 110.00	\$ 2,000.00		\$ 2,000.00			\$ 500.00	\$ -	\$ -	\$ -		\$ 4,710.00
	Alex Program Mgmt. Courses	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292		\$ 3,500.00
Supplies	Meeting Light Refreshments	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 360.00	\$ 2,760.00	
	Office & Field Supplies / Equipment	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,400.00		
Travel	Staff & Supervisor Travel	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 9,600.00	\$ 9,600.00	
Staff	Candy Roman, FCD - Admin & Bookkeeping	\$ 1,820.00	\$ 1,820.00	\$ 1,820.00	\$ 1,820.00	\$ 1,820.00	\$ 1,820.00	\$ 1,911.00	\$ 1,911.00	\$ 1,911.00	\$ 1,911.00	\$ 1,911.00	\$ 1,911.00	\$ 22,386.00	\$ 175,670.16	
	Alex Case-Cohen, POCD Manager	\$ 7,096.00	\$ 7,096.00	\$ 7,096.00	\$ 7,096.00	\$ 7,096.00	\$ 7,096.00	\$ 7,450.80	\$ 7,450.80	\$ 7,450.80	\$ 7,450.80	\$ 7,450.80	\$ 7,450.80	\$ 87,280.80		
	Lisa Alkire -- Website and Social Media Mgmt.	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 13,200.00		
	Mary Malone -- POCWB Education & Outreach/ Grant Writing	\$ 3,095.16	\$ 3,095.16	\$ 3,095.16	\$ 3,095.16	\$ 3,095.16	\$ 3,095.16	\$ 3,095.16	\$ 3,095.16	\$ 3,095.16	\$ 3,095.16	\$ 3,095.16	\$ 3,095.16	\$ 37,141.92		
	Dyana James -- POCWB Admin Assistance	\$ 1,305.12	\$ 1,305.12	\$ 1,305.12	\$ 1,305.12	\$ 1,305.12	\$ 1,305.12	\$ 1,305.12	\$ 1,305.12	\$ 1,305.12	\$ 1,305.12	\$ 1,305.12	\$ 1,305.12	\$ 15,661.44		
Contracted Services	Building Repairs / Maintenance	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 50,000.00	\$ 55,700.00	
	IT Variable Expenses	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 900.00		
	IT Fix expenses	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 4,800.00		
Utilities & Subscriptions	Cell Phone+Data Plans	\$ 275.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 2,655.00	\$ 8,755.43	
	Office Phone / Internet	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 1,680.00		
	Water	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00		
	Electric	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,800.00		
	Smartsheets Prj. Mgmt.							\$ 968.40						\$ 968.40		
	Lucid Chart, Flow Chart	\$ 59.40												\$ 59.40		
	Amazon Prime(shopping)			\$ 119.00										\$ 119.00		
	WIX.com Website Editor					\$ 168.63								\$ 168.63		
NP Miner / Selkirk Sun											\$ 105.00		\$ 105.00			
Totals by Month		\$ 21,179.01	\$ 25,144.61	\$ 21,263.61	\$ 21,154.61	\$ 23,213.24	\$ 21,044.61	\$ 27,258.81	\$ 25,990.41	\$ 21,490.41	\$ 22,050.41	\$ 21,655.41	\$ 21,550.41	\$ 272,995.59	\$ 272,995.59	

Average Monthly Expenses	\$ 22,749.63
Average Monthly Staff Cost	\$ 11,838.55
Average Monthly Other Costs	\$ 8,110.45
Highest Monthly Other Costs	\$ 8,587.40
Lowest Monthly Other Costs	\$ 2,853.00