



Pend Oreille Conservation District
Special Board Meeting MINUTES: 8/30/2022

Meeting Start – 4:03 PM

In attendance at Camas Center: **George Stuvenga**, Board Supervisor – Chair; **Randall Leestma**, Board Supervisor; **Alex Case-Cohen**, POCD District Manager; **Mary Malone**, Education and Outreach

In attendance via “GoToMeeting,”: **Mike Mumford**, Board Supervisor; **Corey Brenner**, POCD Resource Tech; **Robert Rosencrantz**, BOCC

Official Action Items				
Motion	Motion made by:	Motioned seconded by:	Decision	Attachment
Motion to approve agenda and take items out of order	Mike Mumford	Randall Leestma	carried	A
Motion to table raise decision for Alex Case-Cohen until such time as all five board supervisors are available to discuss.	Mike Mumford	Randall Leestma	carried	B, C, D
Motion to table job description to a riparian program coordinator decision until such time as all five board supervisors are available to discuss.	Mike Mumford	Randall Leestma	carried	E, F, G
Meeting Adjourned at 5:19 p.m.				

Alex Case-Cohen, Salary Raise Recap: Review requested figures and discuss –

See attachments B, C, D. Alex briefly discussed attachments and increases for all staff.

Executive Session

Board moved to executive session at 4:23 p.m. for 15 minutes, pursuant to RCW 42.30.110 (g): “To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.” The regular meeting resumed at 4:38 p.m.

Board Action Resulting from Executive Session

Action tabled until such time that all five supervisors are present. Moved by Mike, seconded by Randy. Motion carried.

Alex Case-Cohen, Review proposed organizational chart for beginning of CY2023 & riparian program coordinator job description=

See attachments E, F, G. Alex noted that the additional position is dependent on Salmon Recovery Funding. She briefly discussed the organizational chart. Will change it to separate district employees from contracted employees. Mike M. discussed an organizational chart he drafted. Mike M. suggested possibly changing Alex's title to executive director in the future. Discussion ensued over monitoring program. Mike moved to table pending having all five supervisors present for discussion, seconded by Randy. Motion carried.

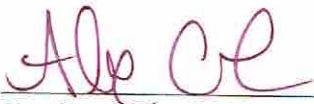
Alex Case-Cohen, Discuss agreement with Sewell & Associates for Engineering Project=

See attachment H. Alex briefly discussed the need for additional engineering services for streambank stabilization.

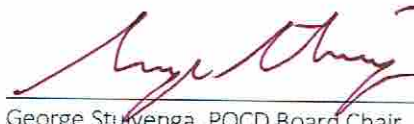
To Do:

Alex will ensure all licensing, bonding, insurance etc. is valid according to what is stated in the contract and let George know any thoughts or issues by Friday and bring it back at September meeting.

Meeting Adjourned: 5:19 p.m.



Alex Case-Cohen, POCD District Manager



George Stuvenga, POCD Board Chair



SPECIAL
BOARD MEETING PACKET
August 30th, 2022

Attachment a: POCD Regular Board Meeting AGENDA – August 30th, 2022

Attachment b: Case-Cohen Composite Rate Comparisons

Attachment c: 8-26-2022_POCD FY2023 Annual Operating Budget -- Rolling

Attachment d: Manager/Director Composite Rate Comparisons – Eastern WA

Attachment e: Organizational Chart – version 1

Attachment f: Riparian Program Coordinator Job Description

Attachment g: Riparian Restoration Manager – Mt. Vernon example

Attachment h: POCD Salmon Recovery Funding Request -- WSCC

Attachment i: Composite Rate Raises POCWB

Attachment j: PSA No.20220812 Sewell & Associates for Ashenfelter Bay Project – Phase 2



Pend Oreille Conservation District
Special Board Meeting AGENDA: Tuesday, August 30th, 2022
Attachment A

This meeting will be held virtually and in-person

In-Person Information

Room 1

Camas Center for Community Wellness
 1821 LeClerc Rd. N., Cusick, WA 99119

GoTo Meeting Information

POCD Special Board Meeting

Tuesday, August 30th, 4 PM to 6 PM

Meeting link - <https://global.gotomeeting.com/join/302082853>

United States: +1 (408) 650-3123/One-touch: tel:+14086503123,,302082853#

Access Code: 302-082-853

Time: 4:00 to 5:50 PM

More info: www.pocd.org

Start Time	Agenda Items	Item Detail	Attachments	Duration
4:00 PM	Call to Order	<i>George Stuivenga, Board Chair</i>		5 Minutes
4:05 PM	Introductions and Review of Current Agenda		a	5 Minutes
4:10 PM	Salary Raise Recap: Review requested figures and discuss as a group; discuss proposed raises for	<i>Alex Case-Cohen, POCD</i>	b, c, d	15 Minutes
4:25 PM	Executive Session	<i>Board members will hold executive session to discuss personnel matters</i>		15 Minutes
4:35 PM	Action Item: Vote on proposed raise	<i>Alex Case-Cohen, POCD</i>		10 Minutes
4:45 PM	Discuss first draft organizational chart and proposed riparian program coordinator	<i>Review proposed org chart for beginning of CY2023 & riparian program coordinator job description</i>	e, f, g, h	25 Minutes
5:10 PM	Executive Session	<i>Board members will hold executive session to discuss personnel matters</i>		15 Minutes
5:25 PM	Action Item: Vote on proposed new position	<i>Alex Case-Cohen, POCD</i>		10 Minutes
5:35 PM	Discuss agreement with Sewell & Associates for Engineering Project	<i>Alex Case-Cohen, POCD</i>	i	15 minutes
5:50 PM	Adjourn			

**Attachment b:
Case-Cohen
Composite Rate
Comparisons**

From: SCCgrants@scc.wa.gov
To: [Alex Case-Cohen](#)
Subject: Composite Rate Form (Full & Part Time)
Date: Wednesday, January 19, 2022 11:47:22 AM

Alex's current composite rate:
Approved January 13th, 2022

Washington State Conservation Commission, Grant & Contract Compensation Data

Today's Date: Jan 19, 2022

Effective Date: [01/01/2022](#)

Conservation District: [Pend Oreille](#)

Submitted By: alexcc@pocd.org

Employee Name: [Alexandra Case-Cohen](#)

Employee Position: [Manager / Director](#)

Is Employee Overtime Eligible: No

Is Employee Part Time: No

If yes, How many hours per day:

Total part time hours per year: 0

**If yes, How many hours per month:
Security:** Yes

Does the conservation district pay into Social

Leave & Holidays

Annual Leave Hours Each Month: 8.00

Total Annual Leave Hours Each Year: 96.00

Sick Leave Hours Each Month: 8.000

Total Annual Sick Leave Hours Each Year: 96.000

Holiday Days Per Year: 10.00

Total Holiday Hours Each Year: 80.00

Total Full-Time Leave Hours: 272.00

Total Part Time Leave Hours:

Average Hours Worked Each Month: 150.67

Part Time Hours Each Month:

Average Hours Worked Each Year: 1808.00

Part Time Hours Each Year:

Wages

Monthly Salary: 4408.34

Part-Time Hourly Wage:

Part-Time Wages Per Month:

Employer Paid Benefits

Social Security: 273.32

Medicare: 63.92

Unemployment Insurance: 51.14

Health Insurance Premiums: 542.65

Retirement Benefits: 427.08

Labor & Industries:

Office Hours: 100.000

Office Rate: 0.230900

Office Benefit: 23.09

Field Hours: 50.000

Field Rate: 1.634000

Field Rate: 81.70

Total Labor & Industries: 104.79

Non-Social Security Benefit:

Other Employee Paid Benefits: FLMA 19.37

Monthly Benefit Costs: 1482.27

Monthly Employee Costs & Compensation Hourly Rate

Total Monthly Cost to Employer: 5890.61

Total Annual Cost to Employer: 70687.32

Hourly Compensation Rate: 39.10

Overtime Compensation Rate: 53.05



8-16-2022 Alex Case-Cohen

Proposed Raise

Composite Rate Form DRAFT

Contracting Entity*

Pend Oreille CD

Your Email*

alexcc@pocd.org

Current Date

Aug 03 2022

Employee Name*

Alex

Employee Position*

Manager / Director

Effective Date*

08 16 2022

First Name

Case-Cohen

Last Name

Is this employee Overtime Eligible?*

Yes No

Is this employee Part Time?*

Yes No

Does the entity pay into social security?*

Yes No

Notes - If Applicable.

Leave Hours (old lines 1b)

Annual Leave Hours Each Month

8.00

Sick Leave Hours Each Month

8.00

Holiday Days Per Year

10.00

Total Annual Leave Hours Each Year

Total Sick Leave Hours Each Year

Total Hours Worked Per Day*

Total Leave Hours Each Year

96.00

96.00

8.00

272.00

Average Hours Worked Each Year

1808.00

Average Hours Worked Each Month

150.67

Total Holidays Hours Each Year

80.00

Wages - (old line 2)

Monthly Salary*

\$ 4959.00

Employer Paid Benefits

Social Security - Wage Cap \$142,800 (old line 3a)

Salary Social Security*

\$ 307.46

Medicare - No Wage Cap (old line 3b)

Salary Medicare

\$ 71.91

Unemployment Insurance - Rate (old line 5)

\$ 0.011600

\$ 57.52

Wage Base \$56,500

Employer Paid Retirement - (old line 7)

\$ 636.24

Health Insurance Premiums - (old line 6)

\$ 542.65

Labor & Industries - Employer Paid Share Only - total hours may not exceed 160 hours. (old line 4)

Total Labor & Industries

\$ 104.79

Office Hours

100.000

For Part Time - Combined Hours Must EQUAL Total Part Time for Labor & Industries

LI Office Rate

\$ 0.230900

LI Office Benefit

\$ 23.09

Field Hours

50.000

For Part Time - Combined Hours Must EQUAL Total Part Time for Labor & Industries

LI Field Rate

\$ 1.634000

LI Field Benefit

\$ 81.70

Other Emp Paid Benefits (define) (old line 8)

Other Employer Paid

\$

Subtotal Employer Paid Benefits - per month

\$ 1720.57

Monthly Employee Costs

Total Monthly Cost to Employer - (old line 9)

\$ 6679.57

Total Annual Cost to Employer - (old line 10)

\$ 80154.84

Hourly Composite Rate - (old line 11)

\$ 44.33

Overtime Hourly Composite - (old line 12)

\$ 61.10

I have checked these numbers and to the best of my knowledge, they are correct. *

- Yes
 No

Submit Form (you will receive an email in a few minutes with a printable copy of all the data).

Please fill in a valid value for all required fields

Fields: **Effective Date, Is this a new district employee?, Is this employee Overtime Eligible?, Is this employee Part Time?, Does the conservation district pay into social security?, I have checked these numbers and to the best of my knowledge, they are correct.**



Washington State Conservation Commission

8-26-2022 Alex Case-Cohen

Proposed Raise + 70% covered insurance

Composite Rate Form DRAFT

Grant and Billing Composite Rate Form

Complete one form and submit for each employee.

A new form must be updated and submitted any time rates, wages, and/or benefit numbers change.

Select your Conservation District*

Your Email*

Current Date

Employee Name*

First Name

Last Name

Employee Position*

Effective Date*

Is this a new district employee?*

 Yes

Is this employee Overtime Eligible?*

 Yes No

No

Is this employee Part Time?*

Yes No

Does the conservation district pay into social security?*

Yes No

Notes - If Applicable.

Composite rate form including 70/30 insurance split

Leave Hours (old lines 1b)

Annual Leave Hours Each Month

8.00

Sick Leave Hours Each Month

8.000

Holiday Days Per Year

10.00

Total Part Time Leave Hours

272.00

Total Annual Leave Hours Each Year

96.00

Total Sick Leave Hours Each Year

96.000

Total Hours Worked Per Day*

8.00

Total Leave Hours Each Year

272.00

Average Hours Worked Each Year

1808.00

Total Holidays Hours Each Year

80.00

Total Part Time Hours Each Year

-272.00

Part Time Hours Each Month

0.00

Wages - (old line 2)

Monthly Salary*

\$

4959.00

Part Time Hourly Wage

\$

Part Time Wages Per Month

\$

0.00

Employer Paid Benefits

- Social Security - Wage Cap \$147,000 (old line 3a)
-

Salary Social Security*

\$

307.46

Hourly Social Security

\$

0.00

Medicare - No Wage Cap (old line 3b)

Salary Medicare

\$

71.91

Hourly Medicare

\$

0.00

Unemployment Insurance - Rate (old line 5)

\$

57.52

\$

0.0116

Wage Base \$62,500

\$

0.00

Employer Paid Retirement - (old line 7)

\$

636.24

Health Insurance Premiums - (old line 6)

\$

632.80

Labor & Industries - Employer Paid Share Only - total hours may not exceed 160 hours. (old line 4)

Total Part Time HOURS for L&I

-22.67

Total Labor & Industries

\$

104.79

Office Hours

100.000

For Part Time - Combined Hours Must EQUAL Total Part Time for Labor & Industries

LI Office Rate

\$

0.230900

LI Office Benefit

\$

23.09

Field Hours

50.000

For Part Time - Combined Hours Must EQUAL Total Part Time for Labor & Industries

LI Field Rate

\$

1.634000

LI Field Benefit

\$

81.70

Other Emp Paid Benefits (define) (old line 8)

Other Employer Paid

\$

Subtotal Employer Paid Benefits - per month

\$

1810.72

\$

1373.83

Monthly Employee Costs

Total Monthly Cost to Employer - (old line 9)

\$

6769.72

\$

1373.83

Total Annual Cost to Employer - (old line 10)

\$

81236.64

\$

16485.96

Hourly Composite Rate - (old line 11)

\$

44.93

\$

-60.61

Overtime Hourly Composite - (old line 12)

\$

61.10

I have checked these numbers and to the best of my knowledge, they are correct.*

Yes

No

Submit Form (you will receive an email in a few minutes with a printable copy of all the data).

**Attachment c:
FY2023 Annual Operating
Budget
8/26/2022 update**

FY2022	Staff	Alex	Mary	Candy	Lisa	Dyana	Monitoring/plant prop coord.	Riparian Pgm Coordinator	Total*
	Hourly rate	\$ 45.00	\$ 40.65	\$ 38.00	\$ 35.00	\$ 39.10	\$ 36.50	\$ 39.10	
	work status	Full-Time	Part-Time/ Contracted	Part-Time/ Contracted	Part-Time/ Contracted	Part-Time/ Contracted	Full-Time	Full-Time	
	new average hours per week	40	20	10	7.25	16	40	40	
	new average hours per month	173	87	43	31	69	150.67	151	
	salary per month	\$ 7,800.00	\$ 3,523.00	\$ 1,646.67	\$ 1,099.58	\$ 2,710.93	\$ 6,326.67	\$ 6,777.33	\$ 29,884.18
	overhead amount	25%	14.5%	20%	n/a	14.5%	25.0%	25.0%	\$ 1.24
	total new overhead per month	\$ 1,950.00	\$ 510.84	\$ 329.33	n/a	\$ 393.09	\$ 1,581.67	\$ 1,694.33	\$ 6,459.25
	New Travel per month	\$ 500.00	\$ 250.00	\$ 100.00	n/a	n/a	\$ 500.00	\$ 500.00	\$ 1,850.00
	new travel per year	\$ 6,000.00	\$ 4,000.00	\$ 1,200.00	n/a	n/a	\$ 6,000.00	\$ 6,000.00	\$ 23,200.00
New total cost per month	\$ 10,250.00	\$ 4,283.84	\$ 2,076.00	\$ 1,099.58	\$ 3,104.02	\$ 8,408.33	\$ 8,971.67	\$ 38,193.44	
new total cost per year	\$ 123,000.00	\$ 51,406.02	\$ 24,912.00	\$ 13,195.00	\$ 37,248.22	\$ 50,450.00	\$ 107,660.00	\$ 407,871.24	

Funding Sources FY2022	Grants/ Funding Source	IM	VSP	NRI	PUD	SOS Archive Grant	DOE -- BLCWA	NACD UA Grant	DOE Clean Water/319 Grant	Riparian Enhancement	SFF	FFPPP	SRF Board Fish Screen	SRF Board -- SCFFEP	General Fund**	Totals
	Total Allocation/ Funds Available	\$ 117,853.00	\$ 217,500.00	\$ 99,927.00	\$ 23,000.00	\$ 5,200.00	\$ 11,122.50	\$ 15,719.37	\$ 56,605.80	\$150,000	\$48,000	\$10,000	\$35,000	\$40,000	\$ 154,861.04	\$ 984,788.71
	Status	Approved	Approved	Approved	Approved	Application Approved	Grant Approved -- need to sign	Grant Approved -- need to sign	Grant Approved -- need to sign	Approved -- To Be Allocated	Approved -- To Be Allocated	In Process	In Process	In Process		
	Start Date	7/1/2022	7/1/2022	7/1/2022	7/1/2022	7/1/2022	7/1/2022	7/1/2022	7/1/2022	7/1/2022	7/1/2022	9/1/2022	9/1/2022	9/1/2022	9/1/2022	
	Staff	\$ 80,398.00	\$ 113,762.00	\$ 23,251.00	\$ 5,500.00	\$ 5,200.00	\$ 1,122.50	\$ 12,869.37	\$ 48,605.80	\$ 70,995.80	\$ 24,324.48	\$ 8,687.50	\$ 14,031.25	\$ 6,525.00	\$ 4,376.88	\$ 419,649.58
	Cost Share	n/a	\$ 78,738.00	\$ 74,276.00	\$ 17,500.00	n/a	\$ 10,000.00	\$ -	\$ -	\$ 50,000.00	\$ 20,000.00	\$ -	\$ 19,900.00	\$ -	\$ -	\$ 270,414.00
	Maintain District Operations	\$15,000.00	\$ 5,000.00	n/a	n/a										\$ 4,920.00	\$24,920.00
	Supplies	\$ 5,000.00	\$ 5,000.00				\$ 2,250.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350.00	\$ 18,600.00
	Additional Travel	\$ 3,000.00	\$ 6,000.00	\$ 2,400.00			\$ 600.00	\$ 3,000.00	\$ 2,400.00	\$ 2,400.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 24,000.00
	Contracted Services	\$ 5,700.00	\$ 9,000.00							\$ 17,200.00				\$ 32,000.00	\$ 60,000.00	\$ 123,900.00
Utilities & Subscriptions	\$ 8,755.00													\$ 2,148.00	\$ 10,903.00	
Total funds spent	\$ 117,853.00	\$ 217,500.00	\$ 99,927.00	\$ 23,000.00	\$ 5,200.00	\$ 11,122.50	\$ 15,719.37	\$ 56,605.80	\$ 140,595.80	\$ 46,724.48	\$ 9,887.50	\$ 34,931.25	\$ 39,525.00	\$ 73,794.88	\$ 892,386.58	
Total Funds Remaining	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,404.20	\$ 1,275.52	\$ 112.50	\$ 68.75	\$ 475.00	\$ 81,066.16	\$ 92,402.13

**Includes 25% overhead (6,610.67/month for 12 months) and rent from Frontier: (\$725/month for 6 months), and NRCS: (\$500/month for 12 months)

**Attachment d:
Manager/Director
Compostie Rate
Comparisons – Eastern WA**

*row highlighted in yellow is Alex's ranking amongst other area CD managers/directors

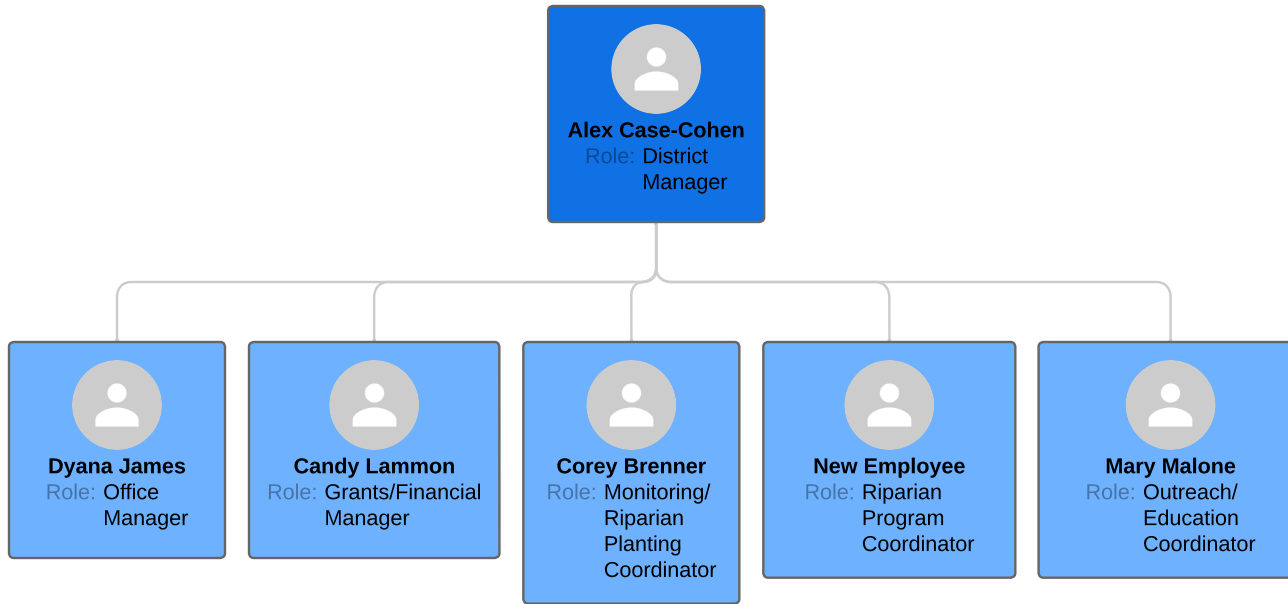
*row highlighted in green is Alex's proposed salary

Employee Position	Effective Date	Monthly Salary	Salary Base Hourly Rate	Is this employee Overtime Eligible?	Does the conservation district pay into social security?	Annual Leave Hours Each Month	Sick Leave Hours Each Month	Holiday Days Per Year	Total Annual Leave Hours Each Year	Total Sick Leave Hours Each Year	Total Hours Worked Per Day	Total Leave Hours Each Year	Average Hours Worked Each Year	Average Hours Worked Each Month	Total Holidays Hours Each Year
Manager / Director	1-Jan-22	\$ 4,000.00	\$ 27.03	No	Yes	9.33	8	12	111.96	96	8	303.96	1776.04	148	96
Manager / Director	1-Nov-21	\$ 4,140.00	\$ 27.97	Yes	Yes	8	8	14	96	96	8	304	1776	148	112
Manager / Director	1-Jan-22	\$ 4,333.34	\$ 29.02	No	Yes	8	8	12	96	96	8	288	1792	149.33	96
Manager / Director	1-Jan-22	\$ 4,408.34	\$ 29.26	No	Yes	8	8	10	96	96	8	272	1808	150.67	80
Manager / Director	1-Jan-22	\$ 4,472.00	\$ 30.00	Yes	Yes	8	8	11	96	96	9	291	1789	149.08	99
Manager / Director	1-Jul-21	\$ 4,810.00	\$ 33.32	No	Yes	13	8.66	11	156	103.92	8	347.92	1732.08	144.34	88
Manager / Director	16-Aug-22	\$ 4,959.00	\$ 34.20	No	Yes	8	8	10	96	96	8	272	1808	150.67	80
Manager / Director	1-Jan-22	\$ 5,000.00	\$ 34.44	No	Yes	13	8	10.75	156	96	8	338	1742	145.17	86
Manager / Director	1-Jan-22	\$ 5,126.93	\$ 34.80	Yes	Yes	10	8	12	120	96	8	312	1768	147.33	96
Manager / Director	1-Feb-22	\$ 5,284.00	\$ 35.07	No	Yes	8	8	10	96	96	8	272	1808	150.67	80
Manager / Director	1-Jan-22	\$ 5,720.00	\$ 35.23	Yes	Yes		4.33	10	0	51.96	8	131.96	1948.04	162.34	80
Manager / Director	1-Jan-22	\$ 5,942.00	\$ 40.70	No	Yes	12	8	11	144	96	8	328	1752	146	88
Manager / Director	1-Jan-22	\$ 6,008.33	\$ 42.51	No	Yes	12	12	12	144	144	8	384	1696	141.33	96
Manager / Director	1-Jan-22	\$ 6,534.00	\$ 46.28	No	Yes	17	8.5	10	204	102	8	386	1694	141.17	80
Manager / Director	1-Jan-22	\$ 6,638.53	\$ 44.85	No	No	10	8	11	120	96	8	304	1776	148	88
Manager / Director	1-Jan-22	\$ 6,765.00	\$ 47.20	No	Yes	14.67	8	11	176.04	96	8	360.04	1719.96	143.33	88
Manager / Director	1-Jan-22	\$ 6,967.00	\$ 47.72	No	Yes	12	8	11	144	96	8	328	1752	146	88
Manager / Director	1-Jan-22	\$ 7,626.67	\$ 53.46	No	Yes	16	8	10	192	96	8	368	1712	142.67	80
Manager / Director	1-Oct-21	\$ 7,670.00	\$ 53.02	No	Yes	14	8	10	168	96	8	344	1736	144.67	80
Manager / Director	1-Feb-22	\$ 7,916.66	\$ 52.78	No	No	8	8	11	96	96	8	280	1800	150	88
Manager / Director	2-Jan-22	\$ 7,936.58	\$ 54.61	No	Yes	12	8	12	144	96	8	336	1744	145.33	96
Manager / Director	1-Jan-22	\$ 12,549.09	\$ 88.37	Yes	Yes	16	8	11	192	96	8	376	1704	142	88
Financial / Administrative	1-Jan-22	\$ -	\$ -	Yes	Yes	8	3	12	96	36	5.5				66
Averages		\$ 6,183.26	\$ 41.90			11.28571429	8.067727273	11.03409091							
Median		\$ 5,942.00	\$ 37.97			12	8	11							

**Attachment e:
Organizational Chart –
version 1**

Org chart -- version 1 -- Example 1

133846209 | August 26, 2022



**Attachment f:
Riparian Program
Coordinator
Job Description**



Pend Oreille Conservation District

Riparian Program Coordinator — Employment Opportunity Announcement

Type: Regular, benefits, FLSA exempt

Full-time, 1.0 FTE (40 hours per week)

Note: This position is supported by and contingent upon available grant funding.

Opening Date: August 22nd, 2022

Closing Date: Open until filled

Position Description

The Pend Oreille Conservation District is seeking a Riparian Program Coordinator to join our team. The position is responsible for the efficient generation and coordination of riparian projects throughout Pend Oreille County (specifically WRIA 62 – Pend Oreille River; and WRIA 55 – Little Spokane River). The successful candidate will demonstrate the ability to: 1) manage complex projects and budgets, 2) communicate effectively with a wide variety of stakeholders, 3) succeed in both team and individual environments, and 4) solve problems to ensure successful planning and design of potential riparian restoration projects.

This position is supervised by the District Manager.

Essential Duties and Responsibilities:

- Manage the coordination, planning and design of multi-year, technically complex aquatic/riparian restoration projects with diverse partners and funding sources.
- Lead achievement of project milestones, reporting requirements, and other required deliverables.
- Develop and implement project management plans, risk assessments and critical path analyses to ensure projects meet milestones and objectives.
- Write grant proposals in collaboration with District team and advocate for proposed projects during selection process to secure funding for priority conservation projects.
- Participate in the development of annual and long-range plans, brainstorm project concepts, complete special projects, etc.
- Use Microsoft or related software to manage projects, collaborate with teams, produce project maps and prepare reports.

- Establish and maintain amicable relationships with clients and partners.
- Participate in workshops, tours and educational opportunities as needed.
- Perform work with the highest ethical standards, in accordance with RCWs 42.23.020-070, 42.17, 42.52 and the District personnel policies, providing courteous service.

The duties listed above are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Job descriptions are subject to change by the District as the needs of the District and requirements of the job change.

Required Qualifications:

- Bachelor of Science or Arts in environmental related field, with a minimum of four (4) years of ecological restoration or riparian habitat experience OR a Master of Science or Arts in an environmental related field with a minimum of 2 two (2) years of similar experience.
- Demonstrated experience managing projects and using project management processes.
- Must be a self-driven and resourceful team player with the proven ability to solve problems.
- Ability to manage multiple priorities in a fast-paced environment, and work independently.
- Proficient with Microsoft Office Suite.
- Experience using ArcGIS.
- Capacity to communicate, both written and oral, effectively to a diverse audience.
- Valid driver's license, acceptable driving record.
- Willingness to work occasional weekends and more than 40 hours in a week

Desired Qualifications:

- Knowledge and background of planning, design, and permit requirements for riparian restoration projects in Washington State
- Ecological restoration experience in the Pacific Northwest, specifically in areas east of the Cascades Range.
- Knowledge and experience with the Washington State salmon recovery framework including funding sources, policies, networks, and plans.
- Ability to manage and communicate with contractors
- Experience with securing and managing grants.
- Demonstrated experience managing programs.
- Excellent interpersonal and conflict resolution skills.
- Understanding of habitat needs of salmonids, specifically Bull trout, Westslope cutthroat trout and other regional aquatic species of importance.

Physical and Mental Working Requirements

Requires frequent sitting, standing and walking. This position frequently requires continuous hand and finger movement. This position requires visual acuity at 20 inches or less, and frequent hearing acuity for speech discrimination. The employee must be able to talk and to receive and understand written and oral communication and give written and oral instruction. The position regularly requires the ability to calculate mathematical problems and conduct field site visits in challenging terrain.

Hybrid; work will be split between a home office, a headquarters office in Newport, WA and frequent field trips to project areas which include difficult terrain.

Compensation

\$45,000 - \$55,000 annual salary (dependent upon qualifications and experience)

Benefits: After a 60-day probationary period, the District provides a comprehensive benefits package with medical, dental and vision coverage for regular employees and eligible dependents.

- Vacation accrual begins at eight (8) hours per month and increases based on years of service.
- The District recognizes ten (10) holidays per year, which includes one (1) personal holiday.
- Sick leave accrues at eight (8) hours per month.
- The District and its employees participate in the Washington State Public Employees Retirement System (PERS).
- The District offers medical and dental insurance premiums through the Public Employee Benefits Board (PEBB) paid at a rate of 60%.
- Premiums for a single membership to the Camas Center for Community Wellness paid at a rate of 100%.

Employment Application: Send a cover letter, resume and references electronically to: admin@pocd.org

Pend Oreille Conservation District is an Equal Opportunity Employer.

Please let us know if you need any accommodation to participate in the application process.

**Attachment g:
Riparian Restoration
Manager
Mt. Vernon Example**

Click for a hub of Extension resources related to the current COVID-19 situation.

[COVID-19 Resources](#)

[Natural Resources Job Board](#)

[Menu](#)

Riparian Restoration Manager: Mount Vernon, WA

Agency Skagit Fisheries Enhancement Group

Location Mount Vernon, WA

Job Category Full time Positions

Salary \$54,000 to \$64,000 annually (depending on qualifications and experience) plus benefits (medical, vision, retirement, vacation, sick and holiday pay)

Start Date 07/20/2022

Last Date to Apply 06/24/2022

Website <http://www.skagitfisheries.org>

Description

Position Title: Riparian Restoration Project Manager
Supervised By: Restoration Ecologist
Supervises: Restoration Technicians (regular and seasonal), contract restoration crews,

Volunteers and Interns involved in planting, nursery maintenance and vegetation monitoring

Classification: Regular Full-Time, -Exempt (salary)

Work Schedule: Generally, works five 8-hour days (Monday through Friday) with flexibility to work some remotely from home, as well as flexibility to work seasonally 4-ten hour days (Monday-Thursday).

Pay Range: \$54,000 to \$64,000 annually (depending on qualifications and experience) plus benefits (medical, vision, retirement, vacation, sick and holiday pay)

Position Summary:

The Riparian Restoration Project Manager is responsible for planning and implementing all of the Skagit Fisheries Enhancement Group's (SFEG) riparian restoration projects. These projects include grant funded projects, contract work with partners, community volunteer events, and school plantings within the SFEG's regional boundaries (i.e. the Skagit and Samish River watersheds, northern Whidbey Island, and San Juan Islands). This involves oversight of 4-8 separate grants/contracts with cumulative annual budgets of more than \$1 million. The Riparian Restoration Project Manager also supervises two regular Restoration Technicians, and up to three seasonal restoration technicians, and directs and oversees AmeriCorps contract crews from the Washington Conservation Corps (full time 6-person crew) and EarthCorps (occasional 6-person crew).

MAJOR DUTIES AND RESPONSIBILITIES:

1. Works with the Restoration Ecologist and Stewardship Coordinator to identify potential planting sites.
2. Works with Restoration Ecologist and Executive Director to develop grants, contracts and budgets for riparian planting projects.
3. Effectively communicates and coordinates work activities with Restoration Ecologist, Executive Director, and Outreach Manager
4. Develops planting plans and budgets; prepares grant applications for riparian planting projects.
5. Represents SFEG with landowners and project partners. Performs outreach to educate landowners about healthy riparian areas and to secure permission to do riparian restoration

work.

6. Follows SFEG purchasing guidelines to order plants, planting materials, and rental equipment.
7. Recruits and supervises up to five Restoration Technicians including daily work planning, timesheet tracking and approval, and annual performance evaluations
8. Oversees SFEG's WSC IP and volunteers to effectively operate and maintain SFEG's native plant nursery. Provides a report on nursery operations to the Restoration Ecologist annually.
9. Develops work scopes, schedules and manages contracts for crews from the WCC, Whatcom County Corrections, EarthCorps or other organizations.
10. Conducts QA/QC inspections to confirm that work performed by staff and crews is consistent with SFEG standards.
11. Ensures that daily log records of field activities are kept, maintained and shared with Restoration Program Coordinators and Restoration Ecologist on a regular basis.
12. Generates crew invoices and updates match database monthly to document cost share contributions.
13. Coordinates SFEG's vegetation monitoring program, including writing grants to secure funding, recruitment and training of interns and volunteers, and preparing annual reports describing the results to funders.
14. Coordinates, directs, and attends weekend planting and nursery work parties with volunteers in spring and fall.
15. Works with SFEG's Outreach Manager to plan and complete school service learning planting projects.
16. Maintains riparian planting GIS database to provide record of the location and other relevant data for all planting sites.
17. Accurately tracks deliverables and budgets for multiple grants. Reviews requests for reimbursement for grants and contracts pertaining to riparian programs and provide progress reports as needed.
18. Perform other related duties as assigned.

REQUIRED EDUCATION, EXPERIENCE AND TRAINING FOR POSITION:

- Bachelor's degree in botany, forestry or other watershed science related field with an

emphasis on habitat restoration.

- Two years professional experience in planning, implementation, maintenance, and monitoring of riparian or habitat restoration projects.

REQUIRED SKILLS/KNOWLEDGE/ABILITIES FOR POSITION:

- Proficient knowledge of native plant species and growing conditions.
- Demonstrated ability to secure grant funding, manage grants and be fiscally responsible by preparing budgets, working within them, and following purchasing guideline requirements.
- Knowledge and experience related to identification and treatment techniques of invasive species specifically those associated with riparian and floodplain areas.
- Understanding of habitat needs of salmonids.
- Familiarity with native plant growing needs in a nursery setting.
- Demonstrated ability to communicate effectively both in verbal and written format.
- Ability to interact positively with and motivate a wide range of people, including staff, volunteers, landowners, public agencies and other stakeholders. Conveys information clearly and concisely.
- Experience supervising and providing leadership to field technicians and restoration crews.
- Ability to manage and communicate with contractors.
- Ability and willingness to work Saturdays in March, April, and November to lead community planting events and at other Saturdays as needed (e.g. vegetation monitoring training workshop).
- Experience training and directing volunteers.
- Ability to operate four wheel drive truck with trailer.
- Experience preparing written progress reports in an accurate and timely manner.
- Experience applying herbicides according to Washington State laws. Ability to oversee the application of herbicides according to Washington State laws.
- Willingness to perform duties in all types of weather and terrain. Able to perform physically demanding manual labor outdoors, at remote locations, on difficult and hazardous terrain in all types of weather.
- Proficient with computers and the use of Microsoft Office and ARCGIS software
- Must be able to provide own transportation when SFEG vehicles are not available. Approved mileage will be reimbursed.

- Strong ability to work both independently and as part of a multidisciplinary team.
- Ability and willingness to follow direction and take initiative while maintaining a positive attitude.

REQUIRED LICENSES OR CERTIFICATIONS:

- Must have and maintain throughout employment a valid Washington State Driver's License
- Current CPR and First Aid Certification. If not current must be able to successfully complete certification within 6 months of employment.
- Washington State Herbicide applicator certification required; if certification is lacking, must demonstrate willingness to obtain certification within 6 months.
- As per SFEG's personnel policies, SFEG will conduct a background check on any volunteers or employees who will work with children and other vulnerable populations
- SFEG is a fully vaccinated employer, so the successful candidate must show documentation of full vaccination against Covid-19 before beginning employment.

PHYSICAL REQUIREMENTS (The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.):

- Able to perform frequent, physically demanding work, in the outdoors, at remote locations, on difficult terrain in all types of weather.
- Must be able to lift 40 lbs into and out of trucks
- Walk up to 3-miles over steep or uneven terrain
- Capable of performing repetitive tasks (planting trees, using hand or power tools, working at computer keyboard) for extended periods of time with appropriate breaks and PPE.

Qualifications

REQUIRED EDUCATION, EXPERIENCE AND TRAINING FOR POSITION:

- Bachelor's degree in botany, forestry or other watershed science related field with an emphasis on habitat restoration.
- Two years professional experience in planning, implementation, maintenance, and monitoring of riparian or habitat restoration projects.

TO APPLY:

A complete application includes: a letter of interest, resume, answers to the attached supplemental questions, and a list of three professional reference contacts.

Send application materials to:

EMAIL-preferred (as one pdf document) to (due to risk of viruses, only pdf's will be opened):

kmurray@skagitfisheries.org

Subject Line: Riparian Restoration Project Manager position

This position is open until filled. The first review of applications will begin June 24, 2022 in preparation for interviews being scheduled for June 29 and 30.

For more information please visit www.skagitfisheries.org

or contact Kristin Murray at 360-336-0172 x302 or kmurray@skagitfisheries.org

Supplemental Questions for

Riparian Restoration Project Manager Position:

Please provide answers to the following three supplemental questions with your application.

Please do not to exceed 2 pages of writing using standard font and margins.

1. The Riparian Restoration Project Manager position requires working with partners and landowners to develop projects, and preparing grant proposals to fund that habitat restoration work. Tell us how you would approach development of a project to restore riparian habitat: How would you identify potential project sites? What are key factors that need to be evaluated and why? What aspects of the project would you highlight to make the project stand out and be competitive for grant funding?
2. Climate change is predicted to alter habitat conditions in western Washington, including the Skagit River basin over the next 50 years. Describe the changes that you believe might be expected to occur in our region and the key physical, biological and social attributes that need to be addressed to develop a riparian restoration project that addresses climate change.

3. One of the major factors impacting riparian habitat in the Skagit basin is the prevalence of invasive plant species such as knotweed and Himalayan blackberry. How would you approach controlling these and other weed species on a large (>10 acre) restoration site in support of a planting project. How would you deal with concerns of neighboring landowners about things like use of herbicide, or the spread of agricultural weeds from the restoration area to neighboring agricultural properties.

Contact Person Kristin Murray

Contact Phone 3603360172

Contact eMail kmurray@skagitfisheries.org

Bookmark the [permalink](#).

Compact with Texans

Privacy and Security

Accessibility Policy

State Link Policy

Statewide Search

Equal Opportunity

Veterans Benefits

Military Families

Risk, Fraud & Misconduct Hotline

Texas Homeland Security

Veteran's Portal

Financial Disclosures

Open Records/Public Information

**Attachment h:
Salmon Recovery Funding
Request
Submitted 8-10-2022**

Salmon Recovery Funding Request Submission – August 10th, 2022

District: Pend Oreille

Name: Alex Case-Cohen

Job Title: District Manager

Email: alexcc@pocd.org

1. **How much funding is being requested?** \$138,313.31
2. **How much funding is requested for technical assistance?** \$34,528
3. **Project Name:** Pend Oreille Potential Salmon Recovery Planning & Design Project
4. **Location:** Pend Oreille River (WRIA 62); Little Spokane River (WRIA 55)
5. **Please indicate the stage of the project for which funding is being requested: Outreach:** Project Planning/Design
6. **Please describe the project(s) that are proposed. Include what types of eligible project(s) you are proposing to do and how much of the requested funding will be applied to each project. In the project description, please identify in detail the eligible activities that will be utilized, the resource concern(s) addressed and the anticipated outcome(s) of the project relative to the resource concern(s):**

We propose a 10-month planning, design, and outreach/engagement project within two prominent watershed in Pend Oreille County: the Pend Oreille River (WRIA 62) and the Little Spokane River (WRIA 55). With limited staff and capacity, POCD has been able to garner interest and support for riparian restoration and bank stabilization within both watersheds. At present and at our current capacity, we implement over 1000 feet of bank stabilization/restoration, 500 feet of fence, and over 1,000 native and riparian plantings per year. We also spend 15% of our time conducting necessary outreach and engagement to garner more potential riparian restoration projects. By utilizing a planning, design, and outreach/engagement grant, we will increase our capacity to generate at least 10 multi-landowner projects, protecting and enhancing up to 10,000 feet of shoreline along either the Pend Oreille River or the Little Spokane River in the near future.

The intended BMPs we hope to plan and design for include, but are not limited to: Riparian Forest Buffer (391), Fence (382), Wetland Enhancement (659), Wetland Restoration (657), Bulkhead Removal (SCC16), Riparian Herbaceous Cover (390), Tree/Shrub Establishment (612), Beaver Dam Analogue (SCC3), Aquatic Organism Passage (396), Grade Stabilization Structure (315), Herbaceous Weed Control (315), LWD Structure (SCC26), Root Wads (SCC45), Bank Reshaping/Channel Modification (SCC48), and Live Stake Revetments (SCC54). These BMPs will help to address bank erosion from streams and shorelines; elevated water temperature; sediment transported to surface water; plant structure and composition; plant productivity and health; plant pest pressure; and aquatic habitat for fish and other organisms.

By addressing these resource concerns, we can simultaneously begin to implement the temperature TMDL identified in the Pend Oreille River, the dissolved oxygen and pH TMDLs in the Little Spokane River, as well as decreasing turbidity and sedimentation which impact both watersheds. By installing practices to reduce temperature, increased dissolved oxygen, regulate

pH, and reduce sedimentation, we can restore habitat for important salmonids found in eastern Washington. These species include, but are not limited to Bull trout, a vulnerable species; Westslope cutthroat trout; mountain whitefish, and Redband trout.

7. Please explain how your proposal addresses the criteria for SRF funding published in the guidelines:

POCD's planning and design proposal hopes to address priorities 2.2.1, 2.2.2, 2.2.4, 2.2.5, 2.2.7, and 2.2.8.

2.2.1: Multiple documents outline the need to restore habitat for bull trout and other salmonids. These include the Strategy for Protection and Improvement of Native Salmonid Habitat in the Pend Oreille Watershed, WA WRIA 62 (Pend Oreille Salmonid Recovery Team, 2007) and the Bull Trout Habitat Limiting Factors for WRIA 62 (Andonaegui, 2003). Both reports explain that while Bull trout and other salmonids were abundant in the Pend Oreille River Watershed until the late 19th century, their populations have declined in the main stem of the Pend Oreille River and its tributaries due to habitat degradation caused by forest management practices, fire, flood control, livestock grazing, road construction and riparian land development; fish passage barriers installed in the tributaries of the Pend Oreille River; non-native fish species introduction and management (brown trout, rainbow trout and eastern brook trout); and the construction of three hydroelectric facilities on the mainstem of the Pend Oreille River (Andonaegui, 2003; Pend Oreille Salmonid Recover Team, 2022).

The Final Report for Redband Trout Status and Evaluation Project (Ashbrook et al., 2009) states that within the Little Spokane River Watershed, redband trout populations are expected to decline as habitat degrades due to anthropogenic causes.

2.2.2: Both WRIA 62 and WRIA 55 are 303(d) listed and have a WA Department of Ecology TMDL implementation plan. For WRIA 62, one TMDL for temperature has been proposed, and has a 303(d) listing of a category 5 for pH and temperature, category 4A for total dissolved gas, and category 4C for invasive exotic species (WA DOE). WRIA 55 has a TMDL for dissolved oxygen, pH, and total phosphorus. The watershed also has 303(d) listings of category 5 for PCBs, dissolved oxygen and pH; category 4A for temperature, turbidity and bacteria; and category 4C for invasive exotic species.

These reports suggest that efforts are needed to improve overall water quality in both the Pend Oreille River Watershed and the Little Spokane River Watershed.

2.2.4: In both watersheds, we intend to prioritize projects that work with at least 3 landowners with adjoining parcels for the purposes habitat continuity for salmon recovery.

2.2.5: For WRIA 62, these documents include:

- the Strategy for the Protection and Improvement of Native Salmonid Habitat in the Pend Oreille Watershed, WA WRIA 62 (Pend Oreille Salmonid Recovery Team, 2007)
- Pend Oreille Watershed Management Plan (Golder Associates Inc., 2005)

For WRIA 55: these documents include:

- WRIA 55 – Little Spokane River & WRIA 57 – Middle Spokane River Watershed Management Plan (Golder Associates, Inc, et al., 2006).
- Little Spokane (WRIA 55) Watershed Plan Addendum (Einberger & Haller, 2020).

2.2.7: Both our annual plan and long-range plan prioritize water quality and supply, specifically prioritizing larger-scale projects within both WRIA 62 and WRIA 55.

2.2.8: We will prioritize proposed projects that implement BMP 392, Riparian Forest Buffers.

7a. Name of watershed or sub-basin: WRIA 62 & WRIA 55

7b. Is the area of the project an area with listed salmonid species? if yes, identify the species:

Bull trout

7c. Is the area of the project an area listed with an impairment under the state's 303(d) list? If yes, what is the nature of the impairment:

Yes;

WRIA 62: 303(d) list impairments: pH & temperature (category 5), total dissolved gas (category 4A), and invasive exotic species (category 4C).

WRIA 55: 303(d) list impairments: PCBs, dissolved oxygen and pH (category 5); temperature, turbidity and bacteria (category 4A), invasive exotic species (category 4C).

7d. Is the project adjacent to or within the same sub-basin as another salmon recovery project funded through another fund source? Yes

7e. Is the project being grouped with another salmon recovery project in the watershed or sub-basin? if yes, identify project and where located to the proposal: We hope to group this project with other salmon recovery projects; we are now prioritizing the Skookum Creek sub-watershed and in conjunction with aquatic fish barrier removal through the FFFPP program on the Little Spokane River.

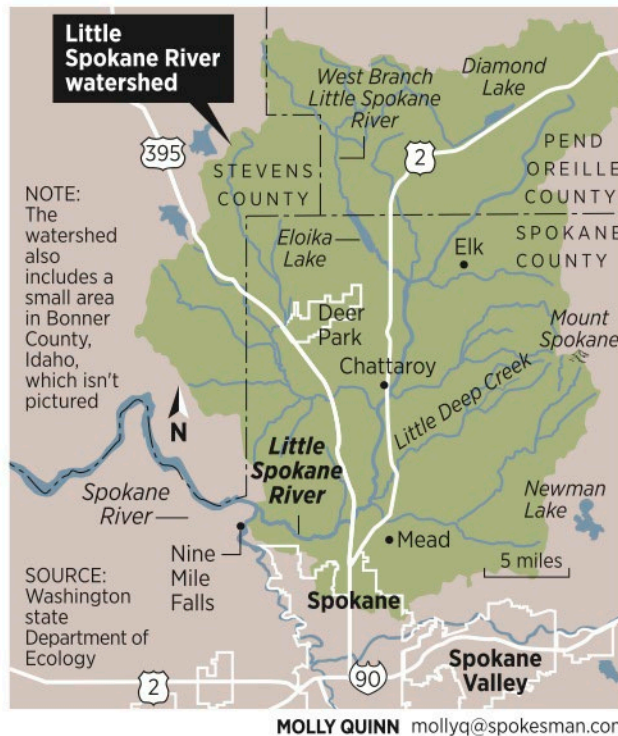
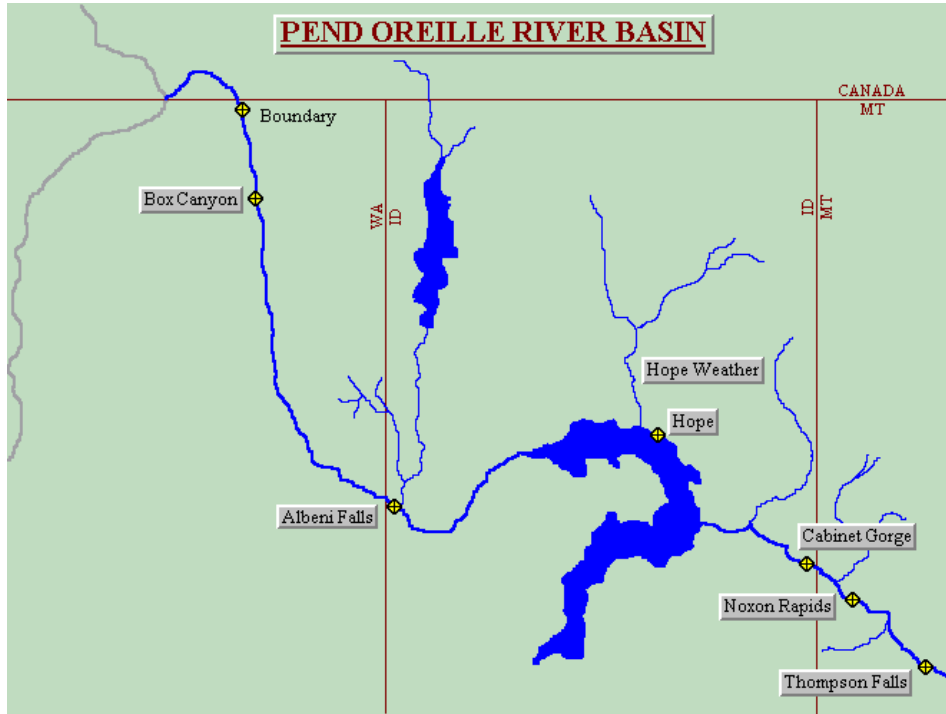
7f. Will the project leverage other resources? If yes, please describe: Yes, we've received a water quality combined funding grant from the Department of Ecology to implement at least 1000 ft. of bank stabilization within the Sandy Shores/Sunnyside neighborhood (just north of Newport, WA). We've received nearly \$330,000 in funding for this projects; these funds will be leveraged to hire new staff to implement riparian restoration project planning and design. We also partner with the Pend Oreille PUD to implement 10 bank stabilization projects and 10 cottonwood and other riparian planting projects along the Pend Oreille River; up to \$55,000 per year can be leveraged from this grant.

Finally, we will leverage some Natural Resources Investment and Implementation funds from the Commission to help supplement any additional required costs.

7g. is the project part of the conservation district annual or long-range plan? Yes.

8. Please acknowledge that you understand that all cost-share projects must utilize CPDS and all other types of completed work must be entered into CPDS: Yes

9. Please acknowledge that you understand that all work must be completed by June 30th, 2023: Yes.



**Attachment i:
Composite Rate Estimate
POCWB Contracted Staff**

From: [Loretta Nichols](#)
To: [Alex Case-Cohen](#)
Subject: RE: Composite rate for raises for contracted staff
Date: Friday, August 26, 2022 1:17:53 PM
Attachments: [image001.png](#)

Hi Alex,

The new 2023 rate for Mary with \$3.00/hour increase is \$40.65 her new rate without the #3.00/hour increase is \$36.46.

The new 2023 rate for Dyana with \$3.00/hour increase is \$42.38.

Loretta Nichols
Programs Manager
Pend Oreille County Noxious Weed Control Board
227 S Garden Ave, suite B
Newport WA 99156
509 447 6908

[Weed Board – Pend Oreille County](#)

This email is subject to disclosure as a public record pursuant to RCW 4

From: Alex Case-Cohen <alexcc@pocd.org>
Sent: Friday, August 26, 2022 12:48 PM
To: Loretta Nichols <LNichols@pendoreille.org>
Subject: Composite rate for raises for contracted staff

External Email Warning!

Hey Loretta,

Can you calculate the proposed composite rates for May and Dyana if they received \$3/hour raises?

Thanks!

Alex Case-Cohen, MES

District Manager
Pend Oreille Conservation District
121 N. Washington Ave.
Newport, WA 99156
Cell: 509-671-5085
Office: 509-447-1155

**Attachment j:
Professional Services
Agreement No.20220812
Sewell & Associates
Engineering for
Ashenfelter Bay Project
Phase II**

**CONTRACT FOR PERSONAL SERVICES
BETWEEN
THE PEND OREILLE CONSERVATION DISTRICT
AND
James A. Sewell & Associates, LLC**

This Contract is made and entered into by and between the Pend Oreille Conservation District, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR,"

James A. Sewell & Associates, LLC

Phone: (509) 447-3626

Email: admin@jasewell.com

WA State UBI No: 602678237

PURPOSE

The purpose of this contract is for the CONTRACTOR to conduct an engineering survey and complete a stamped site plan of the over 200 feet of eroding shoreline at two separate properties owned by Sherri Spencer (1692 Ashenfelter Bay Rd., Newport, WA 99156) and Dwayne Phinney (1862 Ashenfelter Bay Rd., Newport, WA 99156) located in Township 31, Range 45, Section 12.

SCOPE OF WORK

The CONTRACTOR will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

As included in the CONTRACTOR's Proposal dated October 18th, 2022 attached as Exhibit B.

Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

October 18th, 2022

See Attached Exhibit B.

All written reports required under this contract must be delivered to Alex Case-Cohen, the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from August 12th, 2022 to October 30th, 2022 or date of execution, whichever is later, through May 30, 2020, unless sooner terminated or extended as provided herein.

COMPENSATION AND PAYMENT

AGENCY shall pay an amount not to exceed \$9,600.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

See Exhibit B, attached.

BILLING PROCEDURES AND PAYMENT

AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed, the progress of the project, and fees. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. A receipt may be required for any single expenses in the amount of \$50.00 or more at the request of the AGENCY.

Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

CONTRACTOR Contract Manager	AGENCY Contract Manager
CONTRACT MANAGER James A. Sewell & Associates, LLC 600 4 th Street West Newport, WA 99156 Phone: (509) 447-3626 Email: admin@jasewell.com	Alex Case-Cohen, MES Pend Oreille Conservation District 121 N. Washington Avenue Newport, WA 99156 Phone: (509) 447-1155 Email: admin@pocd.org

INSURANCE

The CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

No Limitation. CONTRACTOR's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

The CONTRACTOR shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy – Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability – In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the CONTRACTOR's profession. This Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
5. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY 30 days advance notice of any insurance cancellation.
6. The CONTRACTOR's insurance coverage shall be primary insurance as respect to the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

CONTRACTOR shall submit to AGENCY within fifteen days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B - Contractor's Proposal dated October 18, 2022
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

IDEMNIFICATION / HOLD HARMLESS

The Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the District.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

CONFORMANCE

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

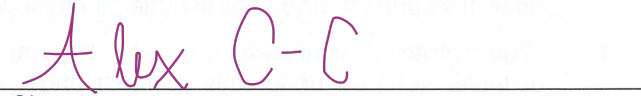
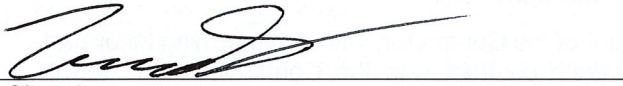
APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of four pages and two attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

CONTRACT MANAGER
A James A. Sewell & Associates
Representative

Alex Case-Cohen, Manager
Pend Oreille Conservation District



Signature
Engineer In Training
8/11/2022
Date

Signature
District Manager
8-12-2022
Date

EXHIBIT A

GENERAL TERMS AND CONDITIONS

DEFINITIONS - As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "Agency" shall mean the Pend Oreille Conservation District, of the state of Washington, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.
- B. "Agent" shall mean the Manager, and/or the delegate authorized in writing to act on the Manager's behalf.
- C. "Contractor" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- C. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- D. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state and federal statutes.

ACCESS TO DATA - In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the state auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

Contractor agrees to make personal information covered under this agreement available to Agency for inspection or to amend the personal information. Contractor shall, as directed by Agency, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

ADVANCE PAYMENTS PROHIBITED - No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

AMENDMENTS - This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT - Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

ATTORNEYS' FEES - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys fees and costs.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose any information concerning the Agency, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

CONFLICT OF INTEREST - Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS - Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES - Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the contractor's name, address, and contract number; and
 - Be mailed to the agent and the other party's (respondent's) contract manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW - This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

IDEMNIFICATION / HOLD HARMLESS

The Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the District.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

INDEPENDENT CAPACITY OF THE CONTRACTOR - The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE - The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

LICENSING, ACCREDITATION AND REGISTRATION - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY - Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS - In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

OVERPAYMENTS AND ASSERTION OF LIEN - In the event that the Agency establishes overpayments or erroneous payments made to the Contractor under this contract, the Agency may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the Agency or by doing both.

PRIVACY - Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Agency reserves the rights to monitor, audit or investigate the use of personal information ollected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the Agency. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor's unauthorized use of personal information.

PUBLICITY - The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract wherein the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

RECORDS MAINTENANCE - The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE - The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION - The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

The Contractor shall make available information necessary for Agency to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to Agency and the U.S. Secretary of the Department of Health & Human Services, upon request.

SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of AGENCY or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by Agency and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and Agency mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

Agency reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by Agency. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Contractor shall notify Agency in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

SAVINGS - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

SEVERABILITY - The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY - While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING - Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TAXES - All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE – In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The Agency reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (21) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE - Except as otherwise provided in this contract, the Agency may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES - Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

TREATMENT OF ASSETS -

- A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
- B. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of the Agency which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

WAIVER - Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the Agency.

EXHIBIT B

See October 18th, 2022 proposal from James A. Sewell & Associates representative

Dwayne Phinney - Shoreline Stabilization Contract Hours Summary

Surveying Work

1 full day for two person crew
\$150/ hour for 8 hours = **\$1,200**

Drafting Work

Engineering work for shoreline development
\$96/ hour for 12-16 hours = **\$1,152 to \$1,536**

Topographic site plan

\$96/ hour for 2-4 hours = **\$192 to \$384**

Site Visit(s)

\$96/hour for 1-4 hours (mileage negligible)= **\$96 to \$384**

Day to Day Project Coordination/Phone Meetings

\$96/hour for 4-5 hours = **\$384 to \$480**

Preliminary details/Contract Drafting

\$96/hour for 1.5-2 hours = **\$144 to \$192**

Permitting Application Completion

\$96/hour for 2-3 hours = **\$192 to \$288**

Professional Engineering Review

\$123/hour for 2-3 hours = **\$246 to \$369**

Total Cost Estimation:

Surveying work:	\$ 1,200.00		
Drafting work:	\$ 1,152.00	-	\$ 1,536.00
Topo Site Plan:	\$ 192.00	-	\$ 384.00
Site Visit(s):	\$ 96.00	-	\$ 384.00
Typical Project Coordination/Meetings	\$384.00	-	\$480.00
Preliminary Details/Contract Drafting	\$ 144.00	-	\$ 192.00
Permitting Application Completion	\$ 192.00	-	\$ 288.00
Professional Engineering Review	\$ 246.00	-	\$ 369.00

Total Cost Est. \$ 3,606.00 - \$ 4,833.00

There will also be a \$450 permitting fee through the county not included in this estimate.

Typical Substantial Shoreline Development Project Sequence of Work

Step 1:	Preliminary Details/Contract Drafting
Step 2:	Field Topo Survey
Step 3:	Base Map Preparation and Riverbank Stabilization Design
Step 4:	Permit Application Paperwork A. Jarpa for USACE and County B. SEPA for County C. Biological Assessment for Bull Trout
Step 5:	Project Submittal and Coordination to County and USACE
Step 6:	County and USACE Site Visits
Step 7:	Approved Permits from County and USACE sent over to WDFW for approval
Step 8:	After Approval from WDFW, County and USACE Construction may begin

Sharalyn and Gary Spencer - Shoreline Stabilization Contract Hours Summary

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1 full day for two person crew
 \$150/ hour for 8 hours = **\$1,200**

Drafting Work

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