December 7, 2023

Draft UCSRB Board of Directors Mtg. Summary

Douglas County Transportation & Land Services Building – East Wenatchee, WA

9:00 am to 2:00 pm

Formal Approvals

Item	Action-Decision
Agenda for December 7, 2023 Board of Directors Meeting	Approved and posted online at: UCSRB Agenda
Summary for September 28, 2023 Board of Directors Meeting	Approved and posted online at: UCSRB Summary
BPA Cooperative Agreement	Approved
Lead Entity Outreach Contract	Approved pending approval by Conservation Districts

PRESENT:

Board Members – Board Chair, Andy Hover – Okanogan County; Vice-Chair, Chuck Brushwood - Colville Confederated Tribes; Shannon Adams -Yakama Nation; Marc Straub - Douglas County; Shon Smith - Chelan County.

UCSRB Staff - Ryan Niemeyer, Elaine Sivey, Ariel Edwards, Gabby Vermeire

Others - Brock Hoenes **-** Washington Department of Fish and Wildlife; Steve Kolk – Bureau of Reclamation; Joseph Lange – USDA, NRCS; Allen Miller – Rancher

Present remotely: Amanda Ward, UCSRB Executive Director, Craig Nelson – Okanogan Conservation District; Jessica Goldberg – Methow Salmon Recovery Foundation; Rachel McClure – Representative for CD 4 Rep. Dan Newhouse

ABSENT:

1. Welcome and Introductions

Chair Andy Hover convened the Board Meeting at 9.00 am.

Participants were welcomed and introduced themselves. Amanda Ward introduced UCSRB's new Lead Entity Coordinator Ariel Edwards.

2. Regular Business

The draft meeting agenda was reviewed. No corrections or additional items were noted.

> *Marc Straub made a motion to approve the December 7, 2023 agenda as presented. Chuck Brushwood seconded, and all approved.*

The meeting summary from the September 28, 2023 Board of Directors meeting was reviewed. No corrections or updates were noted.

> *Shon Smith made a motion to approve the September 28th, 2023 Board of Directors meeting summary as presented. Mark Straub seconded the motion, and all approved.*

3. Finance and Operations

UCSRB Budget Updates
Elaine Sivey presented budget updates to the Board.

Budget to Actual
Elaine reviewed budget vs. actual expenditures for all programs as of October 31, 2023.

Grant Activity
Elaine provided an update on current grants (BEF, BPA Admin, Colville Confederated Tribes, RCO Lead Entity, RCO admin, and Yakama Nation) through October 2023.

Operating Reserve Activity
Elaine reviewed the organization operating reserve activity for the period of July 1, 2023 through October 2023.

Statement of Financial Position

Elaine reviewed the UCSRB Statement of Financial Position as of October 31, 2023 compared to the same time in 2022. She noted that any larger differences in amounts were due to timing – many accounts receivable had not been recognized as such at the time the statement was generated compared to 2022.

State Auditor's Office Update:

Elaine Sivey updated the Board on the 2022 state audit and accountability review, which are still in process. The state audit found no substantive problems, and the drafted audit is currently in Olympia awaiting final approval.

The accountability review was still underway; the report indicated that, as a state-funded entity, the UCSRB cannot invest in the Community Foundation's Agency Advised Fund, which does not meet public depository requirements.

BPA Cooperative Agreement

Elaine reviewed the BPA Cooperative Agreement and the associated Designation of Michelle O'Malley as Contracting Officer's Representative.

Former USRB Program Manager Sarah Walker's position will ideally have a job offer extended by the end of the month; an interview is currently scheduled for next week.

BPA has requested that UCSRB return to using an overhead rate for indirect costs, rather than the current practice of directly billing them for indirect costs. This will require getting an overhead rate approved by the Interior Department.

The Board agreed that the organization should try to enhance the relationship with BPA and develop stronger deliverables for applying for BPA funding in the future.

Shon Smith made a motion to approve the BPA Cooperative Agreement as presented. Chuck Brushwood seconded the motion, and all approved.

4. Contract Updates

Amanda Ward advised that she worked with Shannon Adams to add an addendum to the Yakama Nation contract to fund work done on the Science Conference by Triangle Associates, a contractor. She noted that the total funding remained the same; the relevant cost was just reallocated.

Amanda had nothing new to report on the CCT FY24, RCO admin, or DNR contracts.

Amanda reported that while the Okanagan County Conservation District was still working on their scope of work within the LE contract, both the Okanogan County CD and the Chelan County CD were onboard with their LE Outreach contracts.

Mark Straub made a motion to approve the Lead Entity Outreach Contract, in an amount not to exceed $25,000 for each CD, for signing as soon as it was approved by the Okanogan and Chelan County Conservation Districts. Shon Smith seconded the motion, and all approved.

5. Annual Business Meeting/ 2024 Meeting Dates

Schedule of 2024 Executive and Finance Committee and Board Meetings

Amanda Ward presented the Board with proposed 2024 meeting dates for Board and committee meetings. The Board agreed to leave the dates as tentative until committee assignments were made at the February Board meeting, at which point they could officially approve the meeting dates.

The Board agreed to continue using the Douglas County Transportation building for Board meetings.

Chair Andy Hover asked if the Board would like to discuss a Board/planning retreat during this meeting or save it for a future meeting; the Board determined they did not want to consider a retreat at this time.

6. UCSRB Program Updates

LE update – 2024 Grant Round

Ryan Niemeyer and Ariel Edwards updated the Board on the 2024 Lead Entity Grant round. Ryan advised that the annual report was progressing, and could be presented at February's Board meeting.

Ryan updated the board on RTT project scoring guidelines within the new framework for grading riparian projects.

Enloe Dam

Ryan reported on the status of a proposed project to remove the Enloe Dam after attending an informational meeting on the project held on October 24, 2023. The project is currently undergoing a feasibility assessment, which will assess alternatives to removing the dam, ecological and health risks, and other factors. Issues include potential toxins within the sediment. The next step following a favorable feasibility study would be putting the project through the NEPA process.

Implementation Team Update
Ryan Niemeyer presented on findings from the December 5th IT meeting. The meeting was attended by representatives from several of the 24 entities identified in the IT bylaws. There were not enough members present to meet a quorum so the group could not make any official recommendations. Ryan advised that overall, participants in the meeting wished for the IT to receive more leadership and guidance from UCSRB, specifically how to designate entity representatives and make the IT a working body again. Participants also generally agreed that the IT should serve as an upper-level advisory body to the UCSRB, to help identify any problems or concerns with implementation of the Recovery Plan.

The Board discussed the IT and agreed that, if it were to move forward, the IT would need to hold a meeting attended by all listed members who wanted to remain part of the group. Amanda Ward would provide the group with UCSRB leadership in the meantime.

2024 Science Conference Update
Gabby Vermeire updated the Board on the 2024 Upper Columbia Science Conference. As Amanda Ward had mentioned previously, an amendment had been added to the YN contract to fund contracted Triangle Associates assistance with the Conference planning. The program for the Conference has been finalized and abstract authors notified. The social scheduled for the first evening (January 24th) of the Conference will include a raffle of items donated by local businesses.

Chief Joseph Dam
Vice chair Chuck Brushwood of CCT presented on an agreement between the Federal government and Northwest tribes that is part of a larger settlement pertaining to a decades-long lawsuit, which has the potential to put windfall funding into salmon reintroduction above Chief Joseph Dam. The lawsuit was initiated by Spokane and Coeur D'Alene tribes against the federal government. The Upper Columbia Settlement between the government and three tribes would result in BPA committing approximately $2 million over 20 years to fund phase 2 of the implementation plan.

Vice chair Brushwood noted that commitment of the funding is outside the BPA fish and wildlife program, and theoretically would not affect their existing fish and wildlife commitments. In terms of viability, the plan to reintroduce salmonids above Chief Joseph Dam, tag-and-release data shows some adult salmon collected at Chief Joseph Dam originated as juveniles upstream of the dam.

7. Strategic Plan – Draft of Plan Summary

Amanda Ward presented the Board with the draft text of the Strategic Plan to be posted on the organization website. She noted that the Board would only be approving the wording of the Plan, not the design aspect, which would be decided at a later time.

Shannon Adams proposed amending the section of the Strategic Plan titled "Our Long Range Vision" to omit the language "because habitat restoration alone will not achieve recovery" so that the last section of the section reads: The UCSRB also aims to support and integrate recovery efforts across all management sectors including habitat, harvest, hatcheries, and hydropower." An informal consensus on the language was reached, with the finalized Plan including artwork to be presented at a later time.

8. Lake Roosevelt Northern Pike Suppression and Monitoring Program
Holly McLellan from CCT presented on the issue of Northern Pike in the Upper Columbia and efforts to cause a decline in their populations. Researchers are monitoring Northern Pike through DNA sampling

across regions and acoustic tagging within watersheds contributing to help bring down Pike numbers enabling extermination of fish before they spawn. Public outreach that encourages harvest instead of catch-and-release fishing. Holly reported that CCT has spent over $4 million suppressing Northern Pike. So far, efforts have been successful in preventing Northern Pike from moving further downstream.

9. Hardened stream crossings

Joe Lang – USDA/NRCS
Joe Lang presented to the Board on his experience with the permitting for hardened stream crossings (low level crossings), the different types of crossings, and their usefulness in preserving salmon habitat while allowing ranchers to provide water for their cattle.

Joe reported that he had only been involved with a half-dozen low-level crossing permitting in his experience, most of which occurred over 20 years ago. In general, risk to fish habitat has limited the feasibility of constructing low-level crossings.

Craig Nelson, Okanogan Conservation District
Craig Nelson noted that, in his experience, the number of hardened crossing projects have decreased in the last 20 years. Many that were needed/permittable have already been built. He also noted that hardened access points act like hardened crossings but only partially transect a stream, which allows livestock to access water.

Allen Miller, Douglas County rancher
Allen Miller described how he had built hardened crossings on his property in the years before permitting became too burdensome. Crossings were used both for livestock and for access for maintenance and firefighting vehicles to certain parts of the property.

10. Public comment
No public comment.

11. Wrap-Up and Adjourn Meeting
Chair Hover thanked everyone for attending the meeting.
Meeting adjourned – 2:15 pm

The next scheduled Board meeting is February 22, 2024.

Upper Columbia Salmon Recovery Board
Statement of Financial Position Comparison
As of December 31, 2023

	As of Dec 31, 2023	As of Dec 31, 2022 (PY)	Change
ASSETS			
Current Assets			
Bank Accounts			
1011 NCNB Checking Account	$ 16,748	$ 168,492	-$ 151,744
1319 Agency Advised Fund - CFNCW	755	11,139	(10,383)
Total Bank Accounts	**$ 17,504**	**$ 179,631**	**-$ 162,127**
Accounts Receivable			
1510 Accounts Receivable	77,779	-	77,779
Total Accounts Receivable	**$ 77,779**	**$ 0**	**$ 77,779**
Other Current Assets			
1200 Undeposited Funds	-	-	-
1305 Prepaid Expenses	367	1,024	(657)
1305.01 Amazon Prepaid Gift Card	53	-	53
1305.02 Walmart Prepaid Gift Card	25	-	25
Total 1305 Prepaid Expenses	**$ 445**	**$ 1,024**	**-$ 579**
1515 Accrued Revenue	135,478	130,164	5,314
Total Other Current Assets	**$ 135,923**	**$ 131,188**	**$ 4,735**
Total Current Assets	**$ 231,206**	**$ 310,819**	**-$ 79,613**
Fixed Assets			
1810 Furniture and Equipment	74,993	74,993	-
1850 Accumulated Depreciation	(74,993)	(74,993)	-
Total Fixed Assets	**$ 0**	**$ 0**	**$ 0**
Other Assets			
1350 Intangible Assets (Videos)	30,450	30,450	-
1355 Accumulated Amortization	(30,450)	(30,450)	-
Total Other Assets	**$ 0**	**$ 0**	**$ 0**
TOTAL ASSETS	**$ 231,206**	**$ 310,819**	**-$ 79,613**
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2020 Accounts Payable	$ 7,631	$ 4,400	$ 3,231
Total Accounts Payable	**$ 7,631**	**$ 4,400**	**$ 3,231**
Credit Cards			
2030.10 Credit Card (9545)	378	249	129
2035 US Bank NASPO Cards	6,199	-	6,199
Total Credit Cards	**$ 6,578**	**$ 249**	**$ 6,329**
Other Current Liabilities			
Total 2005.001 Payroll Liabilities	1,900	(11)	1,911
2005.06 Direct Deposit Liabilities	-	0	(0)
2006 Accrued Payroll	33,834	53,809	(19,976)
2021 Accrued Expenses	-	-	-
2100 Deferred Revenue	-	37,247	(37,247)
Total 2200 Accrued Leave	17,161	55,669	(38,508)
2400 Note Payable - NCB LOC	-	-	-
Total Other Current Liabilities	**$ 52,895**	**$ 146,714**	**-$ 93,819**
Total Current Liabilities	**$ 67,104**	**$ 151,363**	**-$ 84,260**
Total Liabilities	**$ 67,104**	**$ 151,363**	**-$ 84,260**
Equity			
3000 Unrestricted Net Assets	$ 175,231	$ 146,679	$ 28,552
Net Revenue	(11,129)	12,776	(23,905)
Total Equity	**$ 164,102**	**$ 159,455**	**$ 4,647**
TOTAL LIABILITIES AND EQUITY	**$ 231,206**	**$ 310,819**	**-$ 79,613**

UCSRB
Operating Reserve Activity
July 1 2023 through December 2023

	Prev Reported to Board	Recent transactions	YTD	
Operating Reserve Income				
CFNCW Donations for consultant services			-	
Amazon Smile Donations			-	
Credit Card Rebates -FirstBank/Glacier			-	
Credit Card Rebates -USBank	96.79	-	96.79	
CFNCW Interest Income	24.57	8.61	33.18	
CFNCW Dividend Income	26.75	54.31	81.06	
CFNCW Unrealized Gains/(Losses)	(470.35)	496.77	26.42	
CFNCW Realized Gains/(Losses)	175.51	(14.41)	161.10	
				398.55
Employee Termination Payouts				
AM Vacation Payout	2,559.61		2,559.61	
AM Sick Time forfieture	(5,622.68)		(5,622.68)	
NJ Vacation Payout	3,617.77		3,617.77	
NJ Sick Time forfieture	(4,177.41)		(4,177.41)	
DH Vacation Payout	6,225.50		6,225.50	
DH Sick Time forfieture	(5,175.00)		(5,175.00)	
SW Vacation Payout		6,343.82	6,343.82	
SW Sick Time forfieture		(8,920.73)	(8,920.73)	
				(5,149.12)
Office Expenses				
Office supplies	106.82		106.82	
Other			-	
				106.82
Other Operating Reserve Expenses				
Non Reimbursable Travel	22.22		22.22	
				22.22
Current Year Activity				**$ 5,418.63**

UCSRB

Budget vs. Actual - Total for All Programs

July 2023 through June 2024

As of 12-31-23

12/31/2023

Accrual Basis

	Actual	Budget	Budget Remaining	% of Budget Utilized to Date
Grants & Donations Revenue	$ 415,478	1,113,873	698,395	37.3%
6079.10 Science Conference Revenue	6,250			
9915 Advertising/Promotional	(870)			
9916 Professional Fees	(8,739)			
9917 Science Conference Expenses	(6,021)			
Science Conference, Net	**-9,380**	**0**	**9,380**	**100.0%**
6150 Miscellaneous Income	97	100	3	96.8%
Total Revenue	**406,195**	**1,113,973**	**707,778**	**36.5%**
Expenditures				
Total Payroll Expenses	238,647	620,740	382,093	38.4%
8077 Training	1,975	13,045	11,070	15.1%
8078 Training Travel	1,060	7,678	6,618	13.8%
8079 Teambuilding Event	538	2,000	1,462	26.9%
8105 Professional Association Dues	330	645	315	51.2%
8106 Recruitment Expenses	2,097	-	(2,097)	100.0%
Total 8000 Personnel Expenses	**244,648**	**644,108**	**399,460**	**38.0%**
9100 Outreach Activities				
9160 Website	680	1,105	425	61.5%
9150 Consultant - podcast editing and producing		3,400	3,400	0.0%
9130 Advertising - promotion		720	720	0.0%
9135 Promotional Materials		1,200	1,200	0.0%
9145 Travel (General)		4,878	4,878	0.0%
9140 Meeting Expenses		200	200	0.0%
9110.1 Chelan County LE Outreach		25,000	25,000	0.0%
9110.2 Okanogan County LE Outreach		25,000	25,000	0.0%
9120 Partnership Outreach		30,000	30,000	0.0%
Total 9100 Outreach Activities	**680**	**91,503**	**90,823**	**0.7%**
BPA Maintenance				
BPA Maintenance		10,000	10,000	0.0%
Total BPA Maintenance	**0**	**10,000**	**10,000**	**0.0%**
9200 Data Collection & Stewardship				
9210 GIS Contractor - Prioritization Support	9,811	31,200	21,389	31.4%
9220 Consultants - Data Collection	36,931	30,000	(6,931)	123.1%
9230 GIS Software Subscription	3,131	3,026	(105)	103.5%
9240 Data Management Meeting Expenses		400	400	0.0%
Total 9200 Data Collection & Stewardship	**49,872**	**64,626**	**14,754**	**77.2%**

As of 12-31-23

	Actual	Budget	Budget Remaining	% of Budget Utilized to Date
9300 Community Engagement				
9320 Regional Technical Team	4,335	10,000	5,665	43.3%
9330 Wenatchee WAT	9,270	12,360	3,090	75.0%
9340 Methow WAT	7,564	13,733	6,169	55.1%
9350 Entiat WAT	8,830	13,733	4,903	64.3%
9370 NCW Forest Health Collaborative	192	18,000	17,808	1.1%
9390 Other Community Meetings	539	-	(539)	100.0%
Travel		12,758	12,758	0.0%
Meeting Expenses		6,850	6,850	0.0%
Lessons Learned Workshop		500	500	0.0%
SRFB Packets		554	554	0.0%
Total 9300 Community Engagement	**30,730**	**88,488**	**57,758**	**34.7%**
Board Engagement				
9410 Board Meeting Expenses	484	2,000	1,516	24.2%
9420 Board travel expenses		1,000	1,000	0.0%
9430 Board Legislative Outreach		9,000	9,000	0.0%
9440 Board Consultants / Strategic Planning / Retreat		10,000	10,000	0.0%
Total Board Engagement	**484**	**22,000**	**21,516**	**2.2%**
9800 Administrative Expenses				
9810 Occupancy - Rent	23,100	46,200	23,100	50.0%
9815 Occupancy - Cleaning & Maintenance	1,450	2,850	1,400	50.9%
9820 Vehicle Lease & Expenses	3,441	4,892	1,451	70.3%
9825 Copier Lease & Expenses	1,472	2,250	778	65.4%
9830 Audit Fees	23,263	31,000	7,737	75.0%
9835 Professional Services - Other	736	3,100	2,364	23.8%
9840 Commercial Insurance	752	3,000	2,248	25.1%
9845 Taxes & Licenses	40	-	(40)	100.0%
9850 Computer Security & Maintenance	7,917	13,530	5,613	58.5%
9855 Software Subscriptions	5,664	8,719	3,055	65.0%
9860 Office Supplies	290	3,550	3,260	8.2%
9865 Equipment	1,101	4,500	3,399	24.5%
9870 Phone & Internet	942	1,980	1,038	47.6%
9875 Staff Cell Phones	1,700	4,800	3,100	35.4%
9880 Conferencing Services	568	1,000	432	56.8%
9885 Postage	132	300	168	44.0%
Total 9800 Administrative Expenses	**72,569**	**131,671**	**59,102**	**55.1%**
9900 Operating Reserve (Income) Expenses	**-5,020**	(3,623)	**1,397**	**138.6%**
Total Expenditures	**393,964**	**1,048,773**	**654,809**	**37.6%**
Net Operating Income	**12,232**	**65,200**	**52,968**	**18.8%**
Other Revenue				
9010 Interest Income	**33**	-	(33)	100.0%
9015 Dividend Income	**81**	-	(81)	100.0%
9020 Unrealized Gain (Loss)	**26**	-	(26)	100.0%
9025 Realized Gain (Loss)	**161**	100	(61)	161.1%
Total Other Revenue	**302**	**100**	**-202**	301.8%
Excess (Deficiency) Revenues over Expenditures:	**$ 12,533**	**$ 65,300**	**$ 52,767**	**19.2%**

UCSRB

Grant Activity - Current Grants

July 2022 through December 2023

12/31/2023

Accrual Basis

	BEF 2022-23 07/01/22 - 12-31-23	BPAAdmin #91446 2022-23 12/01/22 - 11/30/23	BPAAdmin #91446 2022-23 12/01/223 - 11/30/24	Colville CT 2023 03/01/23 - 10/31/23	RCO LE #23-1257 07/01/23 - 06/30/24	RCO Admin #23-1257 10/01/23 - 06/30/24	Yakama Nation 2023-24 03/01/23 - 02/29/24
Payroll Expenses	43,247	103,447	6,151	21,686	90,364	73,912	61,254
Outreach	-	63	31		153	1,125	213
Data Collection & Stewardship							
GIS Software		579			-	1,878	673
Other Consultants	4,800			5,582	-	2,090	3,939
Aspect Consulting (GIS)	-	8,940		37,731	155		-
TotalConsultants	**4,800**	**9,519**	**-**	**43,313**	**155**	**3,968**	**4,612**
Community Engagement							
RTT / BioAnalyst		6,304	-		3,981		
Methow WAT / MSRF	-	-	-	-	-	-	7,564
Wenatchee WAT / CCNR	-	-	-	-	-	-	9,270
Entiat WAT / Cascadia CD	-	-	-	-	-	-	8,830
NCWFHC	-	-	-	-	192		-
Other Community Meetings	-	-	-	-	134	275	-
Total Community Engagement	**-**	**6,304**	**-**	**-**	**4,307**	**275**	**25,664**
Administrative Expenses	267	16,591	1,183		15,611	36,393	18,556
Sponsored Workshop	1,694	-	-	-	-	-	-
Total Expenditures	**$ 50,008**	**$ 135,924**	**$ 7,365**	**$ 64,999**	**$ 110,590**	**$ 115,673**	**$ 110,299**
Total Funding Source Award	50,000	179,903	128,090	65,000	346,000	435,000	157,780
Expenses to date	50,008	135,924	7,365	64,999	110,590	115,673	110,299
Balance Remaining	(8)	43,979	120,725	1	235,410	319,327	47,481
Percentage of Grant Funds Expended	100%	76%	6%	100%	32%	27%	70%
Percentage of Contract Period Completed	100%	100%	8%	100%	50%	33%	84%
Total Expenses Billed to Date	50,000	118,022	-	64,999	93,979	48,504	83,868
Unbilled Expenses	8	17,902	7,365	-	16,611	67,169	26,431
Total Expenditures	**50,008**	**135,924**	**7,365**	**64,999**	**110,590**	**115,673**	**110,299**

Office of the Washington State Auditor
Pat McCarthy

Financial Statements and Federal Single Audit Report

Upper Columbia Salmon Recovery Board

For the period January 1, 2022 through December 31, 2022

Published January 29, 2024

Report No. 1034117

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Office of the Washington State Auditor
Pat McCarthy

January 29, 2024

Board of Directors
Upper Columbia Salmon Recovery Board
Wenatchee, Washington

Report on Financial Statements and Federal Single Audit

Please find attached our report on the Upper Columbia Salmon Recovery Board's financial statements and compliance with federal laws and regulations.

We are issuing this report in order to provide information on the Board's financial condition.

Sincerely,

Pat McCarthy, State Auditor

Olympia, WA

Americans with Disabilities

In accordance with the Americans with Disabilities Act, we will make this document available in alternative formats. For more information, please contact our Office at (564) 999-0950, TDD Relay at (800) 833-6388, or email our webmaster at webmaster@sao.wa.gov.

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SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Upper Columbia Salmon Recovery Board
January 1, 2022 through December 31, 2022

SECTION I – SUMMARY OF AUDITOR'S RESULTS

The results of our audit of the Upper Columbia Salmon Recovery Board are summarized below in accordance with Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Financial Statements

We issued an unmodified opinion on the fair presentation of the Board's financial statements in accordance with its regulatory basis of accounting. Separately, we issued an adverse opinion on the fair presentation with regard to accounting principles generally accepted in the United States of America (GAAP) because the financial statements are prepared using a basis of accounting other than GAAP.

Internal Control over Financial Reporting:

- *Significant Deficiencies:* We reported no deficiencies in the design or operation of internal control over financial reporting that we consider to be significant deficiencies.
- *Material Weaknesses:* We identified deficiencies that we consider to be material weaknesses.

We noted no instances of noncompliance that were material to the financial statements of the Board.

Federal Awards

Internal Control over Major Programs:

- *Significant Deficiencies:* We reported no deficiencies in the design or operation of internal control over major federal programs that we consider to be significant deficiencies.
- *Material Weaknesses:* We identified no deficiencies that we consider to be material weaknesses.

We issued an unmodified opinion on the Board's compliance with requirements applicable to its major federal program.

We reported no findings that are required to be disclosed in accordance with 2 CFR 200.516(a).

Identification of Major Federal Programs

The following program was selected as a major program in our audit of compliance in accordance with the Uniform Guidance.

ALN	Program or Cluster Title
11.438	Pacific Coast Salmon Recovery Pacific Salmon Treaty Program

The dollar threshold used to distinguish between Type A and Type B programs, as prescribed by the Uniform Guidance, was $750,000.

The Board did not qualify as a low-risk auditee under the Uniform Guidance.

SECTION II – FINANCIAL STATEMENT FINDINGS

See Finding 2022-001.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None reported.

SCHEDULE OF AUDIT FINDINGS AND RESPONSES

Upper Columbia Salmon Recovery Board
January 1, 2022 through December 31, 2022

2022-001 The Board did not have adequate internal controls to ensure accurate and reliable financial reporting for lease liabilities.

Background

Board management is responsible for designing, implementing, and maintaining internal controls to ensure the financial statements are fairly presented, and to provide reasonable assurance regarding the reliability of financial reporting. The Board prepares its financial statements using the cash-basis accounting method, as prescribed by the *Budgeting, Accounting and Reporting System* (BARS Manual).

Governments reporting under the cash-basis accounting method are required to adopt new BARS Manual guidance for the presentation and disclosure of lease liabilities on the Schedule of Liabilities and in the notes to the financial statements.

Our audit found deficiencies in internal controls over financial reporting for lease liabilities that affected the Board's ability to produce accurate financial statements. *Government Auditing Standards* requires the auditor to communicate a material weakness in internal controls, as defined in the Applicable Laws and Regulations section below, as a finding.

Description of Condition

The Board did not have controls in place to evaluate and correctly implement new BARS Manual reporting requirements for lease liabilities on the Schedule of Liabilities and in the notes to the financial statements.

This deficiency in internal controls represents a material weakness.

Cause of Condition

Management was aware of the new reporting requirements for leases, but overlooked performing a comprehensive evaluation of the Board's lease activities to correctly report applicable liabilities and related information.

Effect of Condition

The Board omitted the following from the Schedule of Liabilities and notes to the financial statements:

- Beginning lease liabilities of $134,750
- Reductions to lease liabilities of $42,350
- Ending lease liabilities of $92,400
- Required lease liability note disclosure

The Board corrected these errors.

Recommendation

We recommend the Board strengthen internal controls to ensure it adequately researches and implements new BARS Manual reporting requirements for the Schedule of Liabilities and the notes to the financial statements.

Agency's Response

Upper Columbia Salmon Recovery Board (UCSRB) agrees with the SAO's finding that accounting changes which required us to include disclosure of our real estate lease liabilities in our 2022 financial statements, were overlooked when initially preparing our filing. UCSRB acknowledges the importance of ensuring new BARS Manual reporting requirements are researched for applicability and implemented if necessary, and concurs the Auditor's recommendation.

Auditor's Remarks

We appreciate the steps the Agency is taking to address these issues. We will follow-up during the next audit.

Applicable Laws and Regulations

Government Auditing Standards, July 2018 Revision, paragraphs 6.40 and 6.41 establish reporting requirements related to significant deficiencies or material weaknesses in internal control, instances of fraud, and noncompliance with provisions of laws, regulations, contracts, or grant agreements.

The American Institute of Certified Public Accountants defines significant deficiencies and material weaknesses in its *Codification of Statements on Auditing Standards*, section 265, Communicating Internal Control Related Matters Identified in an Audit, paragraph 7.

RCW 43.09.200, Local government accounting – Uniform system of accounting, requires the state auditor to prescribe the system of accounting and reporting for all local governments.

Budgeting, Accounting and Reporting System (BARS Manual), 3.1.3, Internal Control, requires each local government to establish and maintain an effective system of internal controls that provides reasonable assurance that the government will achieve its objectives.

INDEPENDENT AUDITOR'S REPORT

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Upper Columbia Salmon Recovery Board
January 1, 2022 through December 31, 2022

Board of Directors
Upper Columbia Salmon Recovery Board
Wenatchee, Washington

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Upper Columbia Salmon Recovery Board, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the Board's financial statements, and have issued our report thereon dated January 22, 2024.

We issued an unmodified opinion on the fair presentation of the Board's financial statements in accordance with its regulatory basis of accounting. We issued an adverse opinion on the fair presentation with regard to accounting principles generally accepted in the United States of America (GAAP) because the financial statements are prepared by the Board using accounting practices prescribed by state law and the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) Manual described in Note 2, which is a basis of accounting other than GAAP. The effects on the financial statements of the variances between the basis of accounting described in Note 2 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit of the financial statements, we considered the Board's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. Accordingly, we do not express an opinion on the effectiveness of the Board's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Board's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified.

However, we identified certain deficiencies in internal control, as described in the accompanying Schedule of Audit Findings and Responses as Finding 2022-001 that we consider to be material weaknesses.

REPORT ON COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the Board's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

BOARD'S RESPONSE TO FINDINGS

Government Auditing Standards requires the auditor to perform limited procedures on the Board's response to the findings identified in our audit and described in the accompanying Schedule of Audit Findings and Responses. The Board's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Board's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Board's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.



Pat McCarthy, State Auditor

Olympia, WA

January 22, 2024

INDEPENDENT AUDITOR'S REPORT

Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance

Upper Columbia Salmon Recovery Board
January 1, 2022 through December 31, 2022

Board of Directors
Upper Columbia Salmon Recovery Board
Wenatchee, Washington

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM

Opinion on Each Major Federal Program

We have audited the compliance of the Upper Columbia Salmon Recovery Board, with the types of compliance requirements identified as subject to audit in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of the Board's major federal programs for the year ended December 31, 2022. The Board's major federal programs are identified in the auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Board complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States*;* and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Board and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination on the Board's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Board's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Board's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards* and the Uniform Guidance will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgement made by a reasonable user of the report on compliance about the Board's compliance with the requirements of each major federal program as a whole.

Performing an audit in accordance with GAAS, *Government Auditing Standards* and the Uniform Guidance includes the following responsibilities:

- Exercise professional judgment and maintain professional skepticism throughout the audit;
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Board's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances;
- Obtain an understanding of the Board's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control over compliance. Accordingly, no such opinion is expressed; and

- We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

REPORT ON INTERNAL CONTROL OVER COMPLIANCE

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed. Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified.

Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other

purpose. However, this report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.



Pat McCarthy, State Auditor

Olympia, WA

January 22, 2024

INDEPENDENT AUDITOR'S REPORT

Report on the Audit of the Financial Statements

Upper Columbia Salmon Recovery Board
January 1, 2022 through December 31, 2022

Board of Directors
Upper Columbia Salmon Recovery Board
Wenatchee, Washington

REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

Unmodified and Adverse Opinions

We have audited the financial statements of the Upper Columbia Salmon Recovery Board, as of and for the year ended December 31, 2022, and the related notes to the financial statements, as listed in the financial section of our report.

Unmodified Opinion on the Regulatory Basis of Accounting (BARS Manual)

As described in Note 2, the Board has prepared these financial statements to meet the financial reporting requirements of state law and accounting practices prescribed by the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) Manual. Those accounting practices differ from accounting principles generally accepted in the United States of America (GAAP). The differences in these accounting practices are also described in Note 2.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the cash and investments of the Upper Columbia Salmon Recovery Board, and its changes in cash and investments, for the year ended December 31, 2022, on the basis of accounting described in Note 2.

Adverse Opinion on U.S. GAAP

The financial statements referred to above were not intended to, and in our opinion, they do not, present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the Upper Columbia Salmon Recovery Board, as of December 31, 2022, or the changes in financial position or cash flows thereof for the year then ended, because of the significance of the matter discussed below.

Basis for Unmodified and Adverse Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Board, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit unmodified and adverse opinions.

Matter Giving Rise to Adverse Opinion on U.S. GAAP

Auditing standards issued by the American Institute of Certified Public Accountants (AICPA) require auditors to formally acknowledge when governments do not prepare their financial statements, intended for general use, in accordance with GAAP. As described in Note 2 of the financial statements, the financial statements are prepared by the Board in accordance with state law using accounting practices prescribed by the BARS Manual, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material and pervasive.

Matters of Emphasis

As discussed in Note 3 to the financial statements, in 2022, the Board adopted new accounting guidance for presentation and disclosure of leases as required by the BARS Manual. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of state law and the BARS Manual described in Note 2. This includes determining that the basis of accounting is acceptable for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Board's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Performing an audit in accordance with GAAS and *Government Auditing Standards* includes the following responsibilities:

- Exercise professional judgment and maintain professional skepticism throughout the audit;
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements;
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. Accordingly, no such opinion is expressed;
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements;
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Board's ability to continue as a going concern for a reasonable period of time; and
- We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Board's financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Schedule

of Liabilities is also presented for purposes of additional analysis, as required by the prescribed BARS Manual. These schedules are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

OTHER REPORTING REQUIRED BY GOVERNMENT AUDITING STANDARDS

In accordance with *Government Auditing Standards,* we have also issued our report dated January 22, 2024 on our consideration of the Board's internal control over financial reporting and on the tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Board's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Board's internal control over financial reporting and compliance.



Pat McCarthy, State Auditor

Olympia, WA

January 22, 2024

FINANCIAL SECTION

Upper Columbia Salmon Recovery Board
January 1, 2022 through December 31, 2022

FINANCIAL STATEMENTS

Fund Resources and Uses Arising from Cash Transactions – 2022
Notes to Financial Statements – 2022

SUPPLEMENTARY AND OTHER INFORMATION

Schedule of Liabilities – 2022
Schedule of Expenditures of Federal Awards – 2022
Notes to the Schedule of Expenditures of Federal Awards – 2022

Upper Columbia Salmon Recovery Board
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2022

Beginning Cash and Investments		
308	Beginning Cash and Investments	33,682
388 / 588	Net Adjustments	-
Revenues		
310	Taxes	-
320	Licenses and Permits	-
330	Intergovernmental Revenues	1,234,769
340	Charges for Goods and Services	-
350	Fines and Penalties	-
360	Miscellaneous Revenues	64,072
Total Revenues:		1,298,841
Expenditures		
510	General Government	-
520	Public Safety	-
530	Utilities	-
540	Transportation	-
550	Natural/Economic Environment	1,152,892
560	Social Services	-
570	Culture and Recreation	-
Total Expenditures:		1,152,892
Excess (Deficiency) Revenues over Expenditures:		145,949
Other Increases in Fund Resources		
391-393, 596	Debt Proceeds	-
397	Transfers-In	-
385	Special or Extraordinary Items	-
381, 382, 389, 395, 398	Other Resources	-
Total Other Increases in Fund Resources:		-
Other Decreases in Fund Resources		
594-595	Capital Expenditures	-
591-593, 599	Debt Service	-
597	Transfers-Out	-
585	Special or Extraordinary Items	-
581, 582, 589	Other Uses	-
Total Other Decreases in Fund Resources:		-
Increase (Decrease) in Cash and Investments:		**145,949**
Ending Cash and Investments		
50821	Nonspendable	-
50831	Restricted	37,247
50841	Committed	-
50851	Assigned	-
50891	Unassigned	142,384
Total Ending Cash and Investments		**179,631**

The accompanying notes are an integral part of this statement.

Upper Columbia Salmon Recovery Board
Notes to Financial Statements
for the year ended December 31, 2022

Note 1 - Organization

The Upper Columbia Salmon Recovery Board (UCSRB) was incorporated as a Non-Profit Corporation on April 7, 2006 and operates under the laws of the state of Washington. UCSRB is a "Regional Recovery Organization" formed under RCW 77.85.090 for the purpose of recovering salmon. The role of UCSRB is to develop and coordinate implementation of the Upper Columbia Spring Chinook and Steelhead Recovery Plan; coordinate funding for recovery efforts; track and report progress to NOAA Fisheries; and coordinate with partners across the state to implement the statewide salmon strategy. UCSRB also facilitates the North Central Washington Forest Health Collaborative due to the strong connection between upland forestlands, streams and our communities. UCSRB also serves as a coordinator for salmon recovery funding opportunities in the Upper Columbia region (Chelan, Douglas and Okanogan Counties, Washington State). The Organization receives the majority of its funds from government contracts, grants, and agreements.

Note 2 – Summary of Significant Accounting Policies

UCSRB reports financial activity in accordance with the Cash Basis Budgeting, Accounting and Reporting System (BARS) Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from Generally Accepted Accounting Principles (GAAP) in the following manner:

- Entity-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- Financial statements are prepared using the cash basis of accounting and measurement focus.
- Revenues are recognized when cash is received, and expenditures are recognized when paid.
- Supplementary information required by GAAP is not presented.
- The Schedule of Liabilities is required to be presented with the financial statements as supplementary information.

A. Fund Accounting

Financial transactions of the government are reported in individual funds. Each fund uses a separate set of self-balancing accounts that comprises its cash and investments, revenues and expenditures. The government's resources are allocated to and accounted for in individual funds depending on their intended purpose. Each fund is reported as a separate column in the financial statements, except for fiduciary funds, which are presented by fund types. The total column is presented as "memo only" because any interfund activities are not eliminated. The following fund types are used:

Governmental Fund Types:

General Fund

This fund is the primary operating fund of the government. It accounts for all financial resources except those required or elected to be accounted for in another fund.

B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received, and expenditures are recognized when paid.

C. Cash and Investments
UCSRB considers all highly liquid investments with maturities of three months or less, when purchased, to be cash equivalents. See Note 4 – *Deposits and Investments*.

D. Capital Assets
Capital assets are assets with an initial individual cost of more than $5,000 and an estimated useful life in excess of one year. Capital assets are recorded as capital expenditures when purchased.

E. Compensated Absences
Vacation leave may be accumulated up to 240 hours and is payable upon separation or retirement. Sick leave may be accumulated up to 960 hours. Upon eligible retirement employees are able to receive payment for unused sick leave. Payments are recognized as expenditures when paid. See Supplemental Schedule of Liabilities.

F. Restricted and Committed Portion of Ending Cash and Investments
Beginning and Ending Cash and Investments are reported as restricted or committed when it is subject to restrictions on use imposed by external parties or due to internal commitments established by UCSRB's Board. When expenditures that meet restrictions are incurred, the UCSRB intends to use the most restricted resources first. Restrictions or commitments of Ending Cash and Investments at December 31, 2022 totaled $37,247.

Note 3 Leases

During the year ended December 31, 2022, UCSRB adopted guidance for the presentation and disclosure of leases, as required by the BARS manual. This requirement resulted in the addition of a lease liability reported on the Schedule of Liabilities.

UCSRB leases office space from a private lessor for $3,850 per month under a lease agreement that began in November of 2021 and will end December of 2024. The lease has an option to renew for an additional two years, which has not been included here as the intention to exercise this option is not reasonably certain.

The total amount paid for leases in 2022 was $42,350. As of December 31, 2022, the future lease payments are as follows:

Year ended December 31,	Total
2023	$46,200
2024	$46,200
Total:	$92,400

Note 4 – Deposits and Investments

Investments are presented at original cost. With original cost, interest earnings are recorded only when received. Deposits and investments by type at December 31, 2022 is as follows:

Bank deposits	$ 168,492
(Other)	11,139
Total	**$ 179,631**

Custodial credit risk for deposits is the risk that, in event of a failure of a depository financial institution, UCSRB would not be able to recover deposits or would not be able to recover collateral securities that are in possession of an outside party. UCSRB's bank deposits are covered by federal depository insurance (FDIC). UCSRB's other deposits and investments are held by Community Foundation of North Central Washington.

UCSRB has established funds at CFNCW with its own resources and specifies itself as the beneficiary of those funds. As of Dec 31, 2022 UCSRB holds $11,138 in a non-endowed agency advised fund. UCSRB has retained variance power over the funds transferred to CFNCW. CFNCW does not have the right to give to funds to other beneficiaries (without the consent of UCSRB), and UCSRB has the right to request that the assets, and the return on investment of those assets, be transferred back to UCSRB or another qualified charitable organization.

Note 5 – Cash Advances
From time-to-time UCSRB may request a cash advance from the Recreation and Conservation Office of the State of Washington (RCO). Billings are to be submitted showing the advance was properly expended within 90 days, or the advance must be refunded. At December 31, 2022, no advance amounts were outstanding.

Note 6 – Long-Term Debt
The Organization entered into an unsecured line of credit agreement with North Cascades Bank in 2022 totaling $75,000 for operational uses. The line of credit bears interest at the bank's prime rate, with a floor of 5.00%. No balance was outstanding on the line of credit at December 31, 2022. At fiscal year end, the UCSRB had $75,000 available in unused lines of credit.

Note 7 - Related-Party Transactions
UCSRB works closely with its members: Chelan County, Colville Confederated Tribes, Douglas County, Okanogan County, and Yakama Nation. Some of these entities performed contracted services for UCSRB during the year ended December 31, 2022. The Organization also receives funding from the Yakama Nation. The Organization's board of directors consists of individuals from Chelan, Douglas, and Okanogan Counties; Colville Confederated Tribes; and the Yakama Nation.

Contractual amounts paid to members for the year ended December 31, 2022, were $36,362.

Federal funding received as a pass through from the Yakama Nation for the year ended December 31, 2022, were $ 188,830.

Note 8 – Defined Contribution Pension Plan
UCSRB maintains a SIMPLE IRA Plan (Plan) for all eligible employees. Regular employees who are reasonably expected to receive at least $5,000 in compensation during the calendar year, and who have received at least $5,000 in compensation in any one previous calendar year, are eligible to participate in the Plan. UCSRB matches 100% of each employee's deferral, up to 3% of gross compensation. For the year ended December 31, 2022, UCSRB contributed $12,181 to the Plan.

Note 9 – Other Postemployment Benefits Plans (OPEB)
UCSRB has adopted guidance for the presentation and disclosure of postemployment benefits other than pensions, as required by the BARS manual. This requirement results in the presentation of a postemployment benefit liability reported on the Schedule of Liabilities.

UCSRB is a participating employer in the state's Public Employees Benefits Board (PEBB) program, a

defined benefit plan administered by the Washington State Health Care Authority. The plan provides medical, dental, and life insurance benefits for public employees and retirees and their dependents on a pay-as-you-go basis. The relationship between PEBB employers and their employees and retirees is not formalized in a contract or plan document. Rather, the benefits are provided in accordance with a substantive plan. A substantive plan is one in which the plan terms are understood by the employers and plan members. This understanding is based on communications between the employers and plan members and the historical pattern of practice with regard to the sharing of benefit costs. Financial information for this OPEB plan can be obtained from HCA.

The plan provides OPEB benefits through both explicit and implicit subsidies. The explicit subsidy is a set dollar amount that lowers the monthly premium paid by members over the age of 65 enrolled in Medicare Parts A and B. PEBB determines the amount of the explicit subsidy annually, the explicit subsidy is paid by PEBB. The implicit subsidy results from the inclusion of active and non-Medicare eligible retirees in the same pool when determining premiums. There is an implicit subsidy from UCSRB and its active employees since the premiums paid by retirees are lower than they would have been if the retirees were insured separately. UCSRB had seven active plan members and no retired plan members as of December 31, 2022. The UCSRB contributed $99,610 to the plan for the year ended December 31, 2022.

For purposes of measuring the liability for other post-employment benefits (OPEB) and related expense, information was obtained using a tool developed by the Washington Office of the State Actuary for agencies with less than 100 persons receiving medical benefits provided by the Public Employee Benefits Board (PEBB). The tool is based on the 2022 PEBB OPEB Actuarial Valuation Report (AVR) and OPEB Actuarial Valuation for the State's June 30, 2022 Fiscal Year-End and is considered an alternative measurement method as allowed by GASB Statement No. 75 Accounting and Financial Reporting for Post-Employment Benefits Other Than Pensions. As of December 31, 2022, the total OPEB liability was $208,732 as calculated using the alternative measurement method.

Note 10 – Risk Management

UCSRB faces many common business risks for which it individually purchases commercial insurance policies to mitigate the risks.

- Property & General Business Liability $1,000,000 CNA
- Auto Liability $1,000,000 Nationwide
- Directors & Officer's Liability Insurance $1,000,000 Carolina Casualty

Concentration of contributions or grants

The majority of the Organization's funding is provided from grants from the U.S. Department of Commerce and U.S. Department of Energy. Grant and contract expenditures are subject to the approval of various granting and contracting agencies. To be eligible for reimbursement of expenses under federal, state, and locally funded programs, UCSRB must comply with regulations established by the related agency. Agency determination of a failure to comply with such regulations may result in disallowed costs and a liability for reimbursements received. The amount, if any, of expenses that may be disallowed by the granting agencies cannot be determined at this time, although UCSRB expects such amounts, if any, to be immaterial.

Upper Columbia Salmon Recovery Board
Schedule of Liabilities
For the Year Ended December 31, 2022

ID. No.	Description	Due Date	Beginning Balance	Additions	Reductions	Ending Balance
General Obligation Debt/Liabilities						
263.94	Line of Credit		-	12,570	12,570	-
	Total General Obligation Debt/Liabilities:		**-**	**12,570**	**12,570**	**-**
Revenue and Other (non G.O.) Debt/Liabilities						
259.12	Accrued Leave		20,436	4,282	-	24,718
264.40	PEBB HCA Implicit subsidy		120,332	86,754	-	207,086
263.57	Office Lease		134,750	-	42,350	92,400
	Total Revenue and Other (non G.O.) Debt/Liabilities:		**275,518**	**91,036**	**42,350**	**324,204**
	Total Liabilities:		**275,518**	**103,606**	**54,920**	**324,204**

Upper Columbia Salmon Recovery Board
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2022

Federal Agency (Pass-Through Agency)	Federal Program	ALN Number	Other Award Number	Expenditures			Passed through to Subrecipients	Note
				From Pass-Through Awards	From Direct Awards	Total		
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, COMMERCE, DEPARTMENT OF (via Washington State Recreation and Conservation Office)	Pacific Coast Salmon Recovery Pacific Salmon Treaty Program	11.438	21-1237P	535,744	-	535,744	-	
ENERGY, DEPARTMENT OF, ENERGY, DEPARTMENT OF (via Bonneville Power Administration)	Environmental Monitoring, Independent Research, Technical Analysis	81.005	88660	71,924	-	71,924	-	
ENERGY, DEPARTMENT OF, ENERGY, DEPARTMENT OF (via Bonneville Power Administration)	Environmental Monitoring, Independent Research, Technical Analysis	81.005	86621	526	-	526	-	
ENERGY, DEPARTMENT OF, ENERGY, DEPARTMENT OF (via Bonneville Power Administration)	Environmental Monitoring, Independent Research, Technical Analysis	81.005	89298	153,664	-	153,664	-	
ENERGY, DEPARTMENT OF, ENERGY, DEPARTMENT OF (via Bonneville Power Administration)	Environmental Monitoring, Independent Research, Technical Analysis	81.005	91446	900	-	900	-	
ENERGY, DEPARTMENT OF, ENERGY, DEPARTMENT OF (via Bonneville Power Administration, Yakama Nation)	Environmental Monitoring, Independent Research, Technical Analysis	81.005	2009-006-00-20/21	16,615	-	16,615	-	
ENERGY, DEPARTMENT OF, ENERGY, DEPARTMENT OF (via Bonneville Power Administration, Yakama Nation)	Environmental Monitoring, Independent Research, Technical Analysis	81.005	2009-006-00-21/22	122,552	-	122,552	-	

The accompanying notes are an integral part of this schedule.

Upper Columbia Salmon Recovery Board
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2022

Federal Agency (Pass-Through Agency)	Federal Program	ALN Number	Other Award Number	Expenditures			Passed through to Subrecipients	Note
				From Pass-Through Awards	From Direct Awards	Total		
ENERGY, DEPARTMENT OF, ENERGY, DEPARTMENT OF (via Bonneville Power Administration, Yakama Nation)	Environmental Monitoring, Independent Research, Technical Analysis	81.005	2009-006-00-22/23	790	-	790	-	
			Total ALN 81.005:	**366,971**	**-**	**366,971**	-	
			Total Federal Awards Expended:	**902,715**	**-**	**902,715**	**-**	

The accompanying notes are an integral part of this schedule.

Upper Columbia Salmon Recovery Board

Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2022

Note 1 – Basis of Accounting

This Schedule is prepared on the same basis of accounting as the Upper Columbia Salmon Recovery Board (UCSRB hereafter) financial statements. The UCSRB uses the Cash basis of accounting.

Note 2 – Federal De Minimis Indirect Cost Rate

The UCSRB has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Note 3 – Program Costs

The amounts shown as current year expenditures represent only the federal grant portion of the program costs. Entire program costs, including the UCSRB's portion, are more than shown. Such expenditures are recognized following, as applicable, either the cost principles in the OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

CORRECTIVE ACTION PLAN FOR FINDINGS REPORTED UNDER UNIFORM GUIDANCE

Upper Columbia Salmon Recovery Board
January 1, 2022 through December 31, 2022

This schedule presents the corrective action planned by the Agency for findings reported in this report in accordance with Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Finding ref number: 2022-001	**Finding caption:** The Board did not have adequate internal controls to ensure accurate and reliable financial reporting for lease liabilities.
Name, address, and telephone of Agency contact person: Amanda Ward 123 Easy Street Wenatchee WA 98801 (509) 662-4707	
Corrective action the auditee plans to take in response to the finding: *Upper Columbia Salmon Recovery Board (UCSRB) concurs with the importance of ensuring new BARS Manual reporting requirements are researched for applicability and implemented if necessary. UCSRB believes it can adequately mitigate financial reporting risks by ensuring accounting staff attend SAO's BARS update each year, that accounting staff review the SAO website to identify any reporting changes coming in the fiscal year, and that accounting staff and executive director review reporting requirements prior to submitting Annual Filing.*	
Anticipated date to complete the corrective action: May 30, 2024	

ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the Washington State Constitution and is part of the executive branch of state government. The State Auditor is elected by the people of Washington and serves four-year terms.

We work with state agencies, local governments and the public to achieve our vision of increasing trust in government by helping governments work better and deliver higher value.

In fulfilling our mission to provide citizens with independent and transparent examinations of how state and local governments use public funds, we hold ourselves to those same standards by continually improving our audit quality and operational efficiency, and by developing highly engaged and committed employees.

As an agency, the State Auditor's Office has the independence necessary to objectively perform audits, attestation engagements and investigations. Our work is designed to comply with professional standards as well as to satisfy the requirements of federal, state and local laws. The Office also has an extensive quality control program and undergoes regular external peer review to ensure our work meets the highest possible standards of accuracy, objectivity and clarity.

Our audits look at financial information and compliance with federal, state and local laws for all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits and cybersecurity audits of state agencies and local governments, as well as state whistleblower, fraud and citizen hotline investigations.

The results of our work are available to everyone through the more than 2,000 reports we publish each year on our website, www.sao.wa.gov. Additionally, we share regular news and other information via an email subscription service and social media channels.

We take our role as partners in accountability seriously. The Office provides training and technical assistance to governments both directly and through partnerships with other governmental support organizations.

Stay connected at sao.wa.gov

- Find your audit team
- Request public records
- Search BARS Manuals (GAAP and cash), and find reporting templates
- Learn about our training workshops and on-demand videos
- Discover which governments serve you — enter an address on our map
- Explore public financial data with the Financial Intelligence Tool

Other ways to stay in touch

- Main telephone: (564) 999-0950
- Toll-free Citizen Hotline: (866) 902-3900
- Email: webmaster@sao.wa.gov

Elaine Sivey

From: Lince, Kathleen (SAO) <lincek@sao.wa.gov>
Sent: Tuesday, February 6, 2024 2:24 PM
To: Elaine Sivey
Cc: Lagunas, Alvaro (SAO); Santistevan, Jake (SAO)
Subject: UCSRB accountability audit recommendation update

Hi Elaine,
Good talking with you this morning. As we have discussed throughout the accountability audit testing, we have identified the following exceptions that we will be making recommendations over. Please note these are just the exceptions and are not our formal recommendations yet.

As I mentioned this morning, the investments, accounts payable, payroll and open public meetings will be communicated in management letter recommendations. The other minor exit item recommendations issues are also summarized at the end of this email. Please let me know if you have any questions or need me to clarify.

Investments and Public Depository Requirements – Management letter recommendation

- At the end of 12/31/22, the UCSRB had a balance invested with the Community Foundation of NCW. This investment agency does not meet public depository requirements for local governments in accordance with state law RCW 39.58.080.

Accounts Payable Disbursements – Management letter recommendation

- AP disbursed - 2020-$367,000; 2021-$584,000; 2022-$447,000
- The UCSRB does not have policies in place over credit card purchases/usage(RCW 43.09.2855), meals and ensuring support of all expenditures.
- The governing board does not approve expenditures or see any detail of what is being disbursed by the agency as requirement by RCW Chapter 42.24 and BARS Manual Section 3.8.5
    - *BARS 3.8.5.30 The certification by the auditing officer in no manner relieves members of the governing body from the responsibility and liability for each voucher approved. It is the governing body's responsibility to ensure that the system of auditing and certifying vouchers is operating in a manner to provide the greatest possible protection for the governing body members and the municipality.*
    - *See* Voucher Certification and Approval | Office of the Washington State Auditor

Issues noted from our testing:

- UCSRB did not have the approvals from the governing body for all the expenditures tested $70,166.85),
- $49,746.23 of expenditures did not have documented Executive Director's approval as indicated in the policy handbook.
- $569.58 of expenditures tested did not have invoices or other support,
- $595.93 of alcohol purchases are not allowable under state law for public agencies,
- fraudulent transaction of $1,200; however, $1,000 was able to recovered was required to be reported to SAO under RCW 43.09.185.
- $1690.45 was spent for meals without a policy that states what the public purpose was
- Two employee reimbursements were for certifications and licenses totaling $655. There is no written policy for support that this is allowable.

Payroll Disbursements – Management letter recommendation

- Payroll disbursed – 2020-$691,000; 2021-$630,000, 2022-$706,000
- The governing board does not approve payroll expenditures or wage rates/increases or see any detail of what is being disbursed for the agency as requirement by RCW Chapter 42.24 and BARS Manual Section 3.8.5

- The SRB does not maintain employee files to consistently document approved wages nor do they have organized supporting records to confirm wage activity. The Accounting Manager had to search around for each individual's salaries to find support for testing.

Issues identified during testing:

- Lack of support documentation for one employee tested to confirm approved wages to be paid.
- Individual employee salary increases are not formally documented - COLAs were just an informal email from the ED to the accounting manager or staff that all employees would receive a % increase and its effective date.

Open Public Meetings – Management letter recommendation

- The governing body does not approve or document expenditures disbursed as required to conduct business in an open public meeting. Total expenditures were 2020- ; 2021- ; 2022-
- Executive sessions were not properly documented in the meeting minutes in a manner that we determine what took place

Issues identified during testing:

- For all three years under audit and 16 board meetings held, we identified in all 16 meetings that the Board did not approve vouchers as required to conduct business in an open public forum.
- We identified three instances that executive sessions were held but no reason or duration were documented in the minutes as required by RCW 42.30.110.
- We identified one instance for an executive session that we see action taken but cannot determine if action was in the meeting or after its completion.

Other minor exit item recommendations:

Annual Report Filing –

The SRB did not consistently file its annual report on time for 2020 and 2021 as required by RCW 43.09.230. 2020 – 108 days late, 2021-1 day late.

Electronic Funds Transfers

No policies in place to direct employee or vendor fund transfers or authorization of changes to safeguard information.

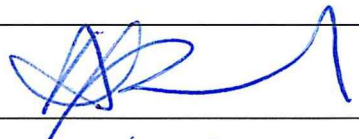
Cash Receipting

Lack of segregation of duties between persons receiving checks, making deposits and reconciling accounts.

Kathleen Lince, CFE
Assistant Audit Manager, Office of the Washington State Auditor
Direct Line (509) 726-1882
Work Cell (509) 670-3899 | www.sao.wa.gov
Keeping Washington rooted in #GoodGovernment since 1889: sao.wa.gov/rooted

Upper Columbia Salmon Recovery Board		
Disbursement Summary for 1 Nov - 31 Dec 2023		
The following disbursements have been approved and paid in accordance with UCSRB policies and are hereby ratified:		
Checks:		**Total:**
November 2023 - Numbers: 7957 through 7970	$30,602.87	
December 2023 - Numbers: 7971 through 7983	$46,782.40	**$77,385.27**
Electronic payments - Payroll:		
Payroll - November 2023	$23,182.90	
Payroll taxes – November	$7,9976.88	
Simple IRA contributions – November	$2,513.38	
Payroll - December 2023	$29,243.50	
Payroll taxes - December	$10,931.95	
Simple IRA contributions – December	$3,721.87	**$77,570.48**
Electronic Payments – Credit cards:		
First Band + US Bank – November 2023	$922.53	
First Band + US Bank – December 2023	$3,782.53	**$4,705.06**
TOTAL:		**$159,660.81**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the (city/county/district), and that I am authorized to authenticate and certify to said claim.

Amanda Ward, UCSRB Executive Director	
Date:	2/21/2024.
Disbursement summary approved - UCSRB Board Secretary Treasurer	
Board meeting date:	:

Supporting documentation has been retained and is available upon request.

Upper Columbia Salmon Recovery Board

Disbursement Report

1 Nov - 31 Dec 2023

	Num	Transaction type	Date	Amount	Total/month	Name	Description
1011 NCNB Checking Account							
	7957	Bill Payment (Check)	11/01/2023	3,850.00		JDSA	Office Rent
	7958	Check	11/03/2023	7,653.75		WA Health Care Authority	Health Insurance
	7959	Check	11/03/2023	922.75		Charles Schwab	Simple IRA Contributions
	7960	Bill Payment (Check)	11/09/2023	497.61		Cascadia Conservation District	Entiat WAT
	7961	Bill Payment (Check)	11/09/2023	513.66		General Svs Administration	Vehicle Lease
	7962	Bill Payment (Check)	11/09/2023	347.29		Kelley Connect	Copier Service
	7963	Bill Payment (Check)	11/09/2023	117.68		LocalTel	Telephone Service
	7964	Bill Payment (Check)	11/09/2023	200.00		Sparkle Janitorial Service	Janitorial
	7965	Bill Payment (Check)	11/09/2023	0.00		Stuart Freed MD	Voided
	7966	Bill Payment (Check)	11/09/2023	1,200.00		Stuart Freed MD	Coaching
	7967	Bill Payment (Check)	11/20/2023	10,150.00		Aspect Consulting	GIS Support Services
	7968	Bill Payment (Check)	11/29/2023	170.00		Fallon Technology, Inc.	Website Hosting & Support
	7969	Bill Payment (Check)	11/29/2023	1,130.13		FireFly	Systems management, security & support
	7970	Bill Payment (Check)	11/29/2023	3,850.00		JDSA	Office Rent
					$30,602.87		
	7971	Check	12/05/2023	8,541.54		WA Health Care Authority	Health Insurance
	7972	Check	12/05/2023	945.17		Charles Schwab	Simple IRA Contributions
	7973	Bill Payment (Check)	12/22/2023	3,047.64		Methow Salmon Recovery Foundation	Methow WAT
	7974	Bill Payment (Check)	12/22/2023	3,938.75		Triangle Associates, Inc	Sci Conf
	7975	Bill Payment (Check)	12/22/2023	1,449.49		Cascadia Conservation District	Entiat WAT
	7976	Bill Payment (Check)	12/22/2023	150.00		Sparkle Janitorial Service	Janitorial
	7977	Bill Payment (Check)	12/22/2023	2,974.83		BioAnalysts, Inc	RTT
	7978	Bill Payment (Check)	12/22/2023	170.00		Fallon Technology, Inc.	Website Hosting & Support
	7979	Bill Payment (Check)	12/22/2023	2,173.50		Aspect Consulting	GIS Support Services
	7980	Bill Payment (Check)	12/22/2023	117.68		LocalTel	Telephone Service
	7981	Bill Payment (Check)	12/22/2023	546.25		General Svs Administration	Vehicle Lease
	7982	Bill Payment (Check)	12/29/2023	21,725.77		WA State Auditor's Office SAO	Audit Time Aug-Nov
	7983	Bill Payment (Check)	12/29/2023	1,001.78		FireFly	Systems management, security & support
					$46,782.40		
	DD	Payroll Check	11/03/2023	232.66		Sarah Walker	Pay Period: 10/01/2023-10/31/2023
	DD	Payroll Check	11/03/2023	4,420.51		Sarah Walker	Pay Period: 10/01/2023-10/31/2023
	DD	Payroll Check	11/03/2023	3,284.49		Gabrielle H. Vermeire	Pay Period: 10/01/2023-10/31/2023
	DD	Payroll Check	11/03/2023	815.70		Elaine M. Sivey	Pay Period: 10/01/2023-10/31/2023
	DD	Payroll Check	11/03/2023	3,000.00		Elaine M. Sivey	Pay Period: 10/01/2023-10/31/2023
	DD	Payroll Check	11/03/2023	5,049.49		Ryan Niemeyer	Pay Period: 10/01/2023-10/31/2023
	DD	Payroll Check	11/03/2023	6,380.05		Amanda J. Ward	Pay Period: 10/01/2023-10/31/2023
					$23,182.90		
	DD	Payroll Check	12/05/2023	1,002.90		Elaine M. Sivey	Pay Period: 11/01/2023-11/30/2023
	DD	Payroll Check	12/05/2023	3,000.00		Elaine M. Sivey	Pay Period: 11/01/2023-11/30/2023
	DD	Payroll Check	12/05/2023	2,931.74		Ariel N. Edwards	Pay Period: 11/01/2023-11/30/2023
	DD	Payroll Check	12/05/2023	380.28		Sarah Walker	Pay Period: 11/01/2023-11/30/2023 FINAL PAY - includes Nov & Dec
	DD	Payroll Check	12/05/2023	7,225.29		Sarah Walker	Pay Period: 11/01/2023-11/30/2023 FINAL PAY - includes Nov & Dec
	DD	Payroll Check	12/05/2023	5,049.39		Ryan Niemeyer	Pay Period: 11/01/2023-11/30/2023
	DD	Payroll Check	12/05/2023	3,287.03		Gabrielle H. Vermeire	Pay Period: 11/01/2023-11/30/2023
	DD	Payroll Check	12/05/2023	6,366.87		Amanda J. Ward	Pay Period: 11/01/2023-11/30/2023
					$29,243.50		
	ACH231108AF	EFT	11/08/2023	1,334.25		American Funds	Simple IRA Contributions
	ACH231108V	EFT	11/08/2023	1,179.13		The Vanguard Group, Inc.	Simple IRA Contributions
					$2,513.38		
	ACH231205V	EFT	12/05/2023	1,179.11		The Vanguard Group, Inc.	Simple IRA Contributions
	ACH231105A	EFT	12/05/2023	2,542.76		American Funds	Simple IRA Contributions
					$3,721.87		
	--	Tax Payment	11/08/2023	7,976.88		IRS	Tax Payment for Period: 11/01/2023-11/03/2023
	--	Tax Payment	12/08/2023	10,931.95		IRS	Tax Payment for Period: 12/02/2023-12/05/2023
					$18,908.83		
	--	Credit Card Payment	11/24/2023	577.87		FirstBank VISA NEW	See Below
	--	Credit Card Payment	11/27/2023	344.66		US Bank	See Below
					$922.53		
	--	Credit Card Payment	12/21/2023	1,422.70		FirstBank VISA NEW	See Below
	--	Credit Card Payment	12/22/2023	2,359.83		US Bank	See Below
					$3,782.53		
		TOTAL DISBURSEMENTS			**$159,660.81**		

UCSRB Credit Card charges
1 Oct - 11 Dec 2023

2030.10 FirstBank Credit Card (9545)

ACH231122FB	Expense	10/17/2023	32.60		Adobe	Creative Cloud
ACH231122FB	Expense	10/26/2023	178.00		LinkedIn	Training
ACH231122FB	Expense	10/28/2023	4.24		Resteraunts Misc CC	Mela Coffee
ACH231122FB	Expense	10/31/2023	86.96		Indeed	Job Posting
				$301.80		
ACH231122FB	Expense	11/01/2023	50.00		AugustEdge	Cloud services
ACH231122FB	Expense	11/06/2023	40.01		Verizon Wireless	Hotspot
ACH231122FB	Expense	11/06/2023	140.06		HireSafe	Bacground check
ACH231122FB	Expense	11/11/2023	46.00		Mailchimp	Mailchimp Software
				$276.07		
ACH231220FB	Expense	11/13/2023	52.58		Office Depot	Office Supplies
ACH231220FB	Expense	11/15/2023	230.99		Quickbooks Online	INTUIT *QBooks Online - CL.INTUIT.COM, CA
ACH231220FB	Expense	11/15/2023	199.90		tax990	990 Filing
ACH231220FB	Expense	11/17/2023	32.60		Adobe	Creative Cloud
ACH231220FB	Expense	11/17/2023	114.00		Canva	Biz Cards
ACH231220FB	Expense	11/18/2023	40.01		Verizon Wireless	Hotspot
ACH231220FB	Expense	11/28/2023	40.00		WA Secretary of State	WA Annual Corporate Renewal
				$710.08		
ACH231220FB	Expense	12/01/2023	50.00		AugustEdge	Cloud services
ACH231220FB	Expense	12/06/2023	255.00		Restaurants Misc CC	Lemolo Board Lunch
ACH231220FB	Expense	12/07/2023	357.62		Restaurants Misc CC	Chateau Faire Le Pont Board-Staff
ACH231220FB	Expense	12/11/2023	50.00		Mailchimp	Mailchimp Software
				$712.62		

2035 US Bank NASPO Cards

ACH231122US	Expense	10/17/2023	308.86		Lodging, Misc CC	Palace Hotel Pt Townsend SW
ACH231122US	Expense	10/17/2023	17.90		WSDOT	Ferry SW
ACH231122US	Expense	10/19/2023	17.90		WSDOT	Ferry SW
				$344.66		
ACH231222US	Expense	11/13/2023	112.50		Pybus Event Center	Deposit Sci Conf
ACH231222US	Expense	11/13/2023	250.00		Pybus Event Center	Deposit Sci Conf
ACH231222US	Expense	11/13/2023	116.17		South	Working Lunch
ACH231222US	Expense	11/28/2023	1,826.16		esri	GIS Credits
				$2,304.83		
ACH231222US	Expense	12/02/2023	55.00		Conservation Job Board	Job Posting
				$55.00		

TOTAL:	**$4,705.06**

SRFB CASH ADVANCE AGREEMENT
PUBLIC/QUASI-PUBLIC ENTITIES

Upper Columbia Salmon Recovery Board will request and utilize cash advances during the course of its Salmon Recovery Funding Board Grant Agreement. In order to obtain cash advances, ***Upper Columbia Salmon Recovery Board*** acknowledges and shall adhere to the following Recreation and Conservation Office policy:

To obtain an advance:

- Advances shall be approved for periods to cover only expenses anticipated over the immediate 90 day period.
- Advances and required match percent must be fully and properly expended within 90 calendar days of receipt.
- A complete billing must be submitted within 120 calendar days from payment date of the advance.
- Paperwork for prior advances must be current in order to receive another.

Failure to comply with the Recreation and Conservation Office Cash Advance Policy and Requirements set forth above shall result in the following:

- A first noncompliance offense shall result in suspension of all advances for three months for the sponsor.
- A second noncompliance offense shall result in suspension of advances for six months for the sponsor.
- A third noncompliance offense shall result in suspension of all advances for the sponsor.
- For any offense, repayment of the advance plus a one percent per month fine on any unaccounted for advance balance.

Additionally, the Recreation and Conservation Office may:

- Make a referral to the Attorney General or State Auditor if expenditures cannot be properly accounted for.

Upper Columbia Salmon Recovery Board hereby acknowledges and agrees to the cash advance policy set forth above.

Authorized Signature Date

PROSPECTUS
LOCAL GOVERNMENT INVESTMENT POOL

OFFICE OF THE WASHINGTON STATE TREASURER

JANUARY 2019

MIKE PELLICCIOTTI
WASHINGTON STATE TREASURER

Contents

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I. The LGIP

The Local Government Investment Pool (the "LGIP") is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the "State Treasurer") for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the "LGIP-MMF" or the "Fund"). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund's investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of January 1, 2019)	Bank Deposits US Treasury bills US Government Agency Supranational Securities Floating / Variable Rate Notes Repurchase agreements	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants' earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

Local Government Investment Pool-MMF
Operating Expenses by Fiscal Year (in Basis Points)

	2011	2012	2013	2014	2015	2016	2017	*2018*
Total Operating Expenses	*0.81*	*0.68*	*0.87*	*0.88*	*0.95*	*0.89*	*0.71*	*0.76*

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of $1,100,000.

Fund Assets	$12.0 bn	$14.0 bn	$16.0 bn
Total Operating Expenses (in Basis Points)	0.92	0.79	0.69

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or "turns over" its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund's performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize yield while maintaining liquidity and a stable net asset value per share, e.g., all contributions will be transacted at $1.00 net asset value per share.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund's assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP portfolio will be managed to meet the portfolio maturity, quality, diversification and liquidity requirements set forth in GASB 79 for external investment pools who wish to measure, for financial reporting purposes, all of their investments at amortized cost. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF's income may decline when interest rates fall. Because the Fund's income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

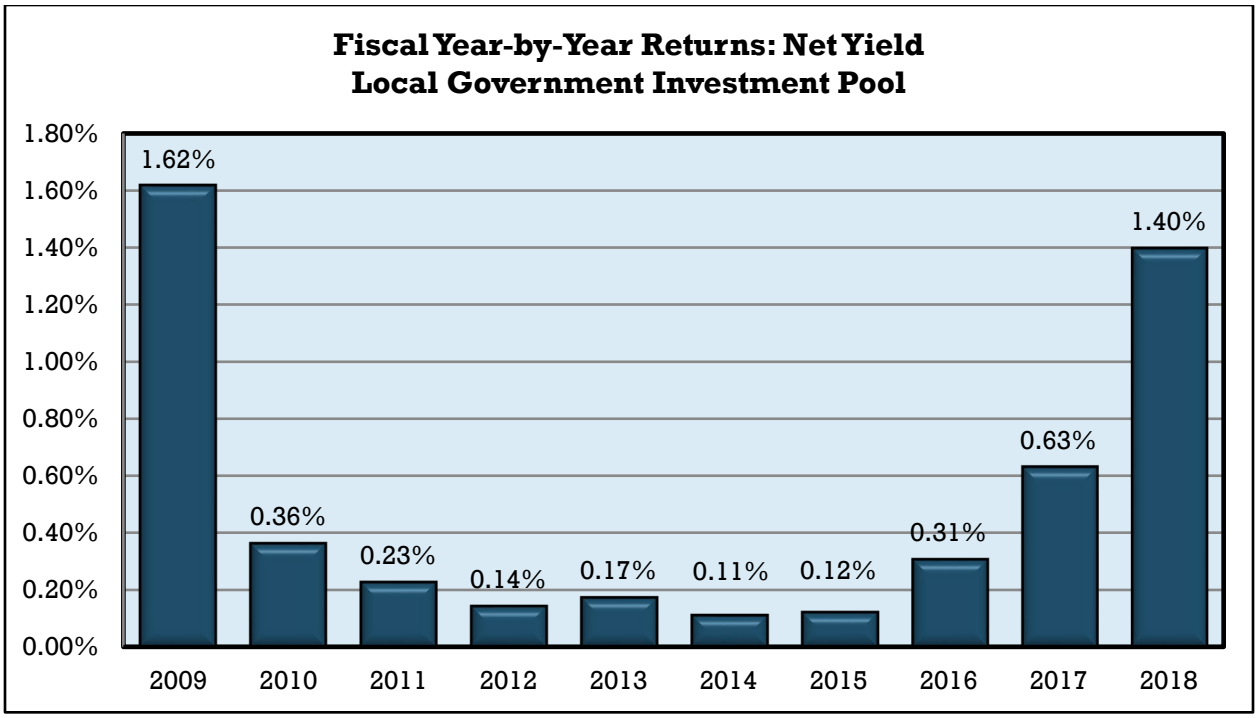
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at $1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at *www.tre.wa.gov* or by calling the LGIP toll-free at 800-331-3284.



Local Government Investment Pool-Money Market Fund

Average Accrued Net Yield

1 Year	3 years	5 years	10 years
1.40%	0.78%	0.51%	.51%

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitations

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers. Failure to submit funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely submit will be assessed to the account of the pool participant responsible.

Notice of Wire contribution. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of ACH contribution. A pool participant must inform the State Treasurer of any contribution submitted through ACH no later than 2:00 p.m. on the business day before the contribution is made. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which proper notice is not received as described above will not receive same day credit, but will be credited as of the next business day from when the contribution is made. Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the LGIP-MMF Operations Manual for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020. Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to transmit funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice of Wire withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Notice of ACH withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal by ACH no later than 2 p.m. on the prior business day the withdrawal is requested. No earnings will be credited on the date of withdrawal for the amounts withdrawn.

Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of $1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: www.tre.wa.gov.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: www.tre.wa.gov Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail: Office of the State Treasurer
Local Government Investment Pool
PO Box 40200
Olympia, Washington 98504
FAX: 360-902-9044

RESOLUTION AUTHORIZING INVESTMENT
OF UPPER COLUMBIA SALMON RECOVERY BOARD MONIES IN THE
LOCAL GOVERNMENT INVESTMENT POOL

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, the Upper Columbia Salmon Recovery Board, the "governmental entity", to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the Upper Columbia Salmon Recovery Board, the "governing body" or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by Upper Columbia Salmon Recovery Board and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates Amanda Ward (Executive Director), the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED AND ADOPTED by the Upper Columbia Salmon Recovery Board on this _____ day of _____ 20____.

_____ _____
SIGNATURE TITLE

_____ _____
SIGNATURE TITLE

LOCAL GOVERNMENT INVESTMENT POOL AUTHORIZATION FORM

Please fill out this form completely, including any existing information, as this form will replace the previous form.

Entity Name: Upper Columbia Salmon Recovery Board
Mailing Address: 123 Easy Street Wenatchee WA 98801

Email for Statement Delivery: FINANCE@UCSRB.ORG_____
Note: Statements can only be emailed to ONE address due to system restrictions

Bank account where funds will be wired when a withdrawal is requested.
(Note: Funds will not be transferred to any account other than the one listed below)

Bank Name: North Cascades Bank (Division of Glacier Bank)
Branch Location: 614 North Mission Street
Bank Routing Number: 125107998
Accounting Number: 80502271
Account Name: Upper Columbia Salmon Recovery Board

ACH Authorization: x Yes ☐ No
Account Type: x Checking ☐ Savings ☐ General Ledger

By selecting "Yes" and by signing this form, I hereby authorize the WA Local Government Investment Pool to initiate credit entries to the account listed above. I acknowledge that the origination of ACH transactions to our account must comply with the provisions of U.S. law.

Persons authorized to make deposits and withdrawals for entity listed above.

Name:	Title:	Phone Number:	Signature:
Elaine Sivey	Accounting Manager	206-407-9549	
Amanda Ward	Executive Director	509-433-5231	
Chuck Brushwood	Finance committee chair	509-631-4605	

Online TM$ Access X Yes ☐ No

If you selected yes, please complete the online section on page 2
If you selected no, skip the online access section

TM$ Online Web Access

Note: Online access is optional. Each person wanting Full online access must be listed as authorized to initiate transactions on page 1.

	Select one of the following:				Account Type:	
Name: Elaine Sivey	Add	Delete	Modify	No Change	Full	View Only
Email: Finance@UCSRB.ORG	X			☐	X	☐
Name: Amanda Ward	Add	Delete	Modify	No Change	Full	View Only
Email: Amanda.Ward@UCSRB.ORG	X			☐		☐
Name: Chuck Brushwood	Add	Delete	Modify	No Change	Full	View Only
Email: Charles.Brushwood@colvilletribes.com			☐	☐	☐	X
Name:	Add	Delete	Modify	No Change	Full	View Only
Email:	☐	☐	☐	☐	☐	☐
Name:	Add	Delete	Modify	No Change	Full	View Only
Email:	☐	☐	☐	☐	☐	☐
Name:	Add	Delete	Modify	No Change	Full	View Only
Email:	☐	☐	☐	☐	☐	☐
Name:	Add	Delete	Modify	No Change	Full	View Only
Email:	☐	☐	☐	☐	☐	☐

By signing below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.

(***Authorized Signature***)	(***Title***)	(***Date***)
(***Print Authorized Name***)	(***E-mail address***)	(***Phone no.***)

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer.

OFFICE OF THE STATE TREASURER
STACI.ASHE@TRE.WA.GOV
PHONE: (360) 333-1238

Date Updated: _____

Account Number: _____

Updated by: _____

(For OST use only) **11/9/22**

State of Washington)
County of _____) SS.
Signed or attested before me by _____.
Dated this ___ day of _____, 20__.

_____
Signature of Notary

*SEAL OR STAMP*_____

Typed or printed name of Notary
Notary Public in and for the State of Wash.

My appointment expires:_____

CONSULTING CONTRACT

This Contract is between the Confederated Tribes of the Colville Reservation (the "Tribes") and **Upper Columbia Salmon Recovery Board** (the "Consultant"), located at **123 Easy St. Wenatchee, WA 98801 (509) 622-4707**.

1. Description of Work to be Performed

1.1. In accordance with this Contract and the Contract Documents (described in Section 6) the Consultant will perform the work set forth the statement of work attached as Attachment A to this Contract.

1.2. This Contract and the Contract Documents requires the Consultant to perform all work and procedures necessary for the proper execution of the project even if such work or procedures are not expressly set forth in the Contract or the Contract Documents.

2. Contract Price

2.1. The Tribes will pay the Consultant for all services it renders in carrying out its obligations under this Contract in an amount not to exceed $**$77,000.00**.

2.2. The Consultant agrees that this Contract Price is adequate to perform this Contract.

3. Payments

3.1. Method of Payment. [*Choose only one Option*]

☐ **OPTION 1: Lump Sum Payment.** [*For all contracts of 30 days' duration or less or by agreement*]

☐ **OPTION 2: Monthly Invoicing**. [*For contracts over 30 day's duration or by agreement*]

☐ **OPTION 3: Invoicing Based on Benchmark or Phase of Work**. [*For contracts over 30 day's duration or by agreement*]

3.2 Timely Submission of Invoices.

3.2.1. The Consultant acknowledges that untimely submission of invoices creates administrative problems for the Tribes. The Consultant agrees to submit invoices as soon as reasonably possible, but in no case later than 60 days after the completion of work under the Contract, the end of the month being billed for, or the completion of the benchmark or phase of work being billed for.

3.2.2. If the Consultant fails to submit an invoice within 90 days of the completion of work under the Contract, the end of the month being billed for, or the completion of the benchmark or phase of work being billed for, the Tribes may determine the invoice to be void and refuse payment.

3.3. Payment of Invoices

3.3.1. ***When Invoice is Paid; Supporting Documentation; Approval***. The Tribes will pay the amount invoiced within 30 days of the date the Tribes receives and approves a proper invoice requesting payment. The Consultant will provide such other documentation as is requested by the Tribes to support the request for payment. An invoice will not be deemed approved until all such documentation has been received. In the case of an Option 3 Contract under Section 3.1, the invoice must identify the benchmark or phase of work described in the statement of work under Section 1.1.

3.3.2. ***Limitation on Total Payments***. The total amount invoiced must not exceed the Contract Price stated in Section 2.

3.3.3. ***Withholding Payment.*** The Tribes may withhold any payment to be made and may terminated this Contract if:

A. The work is found to be defective and the defect is not timely remedied;

B. The Consultant has not made all proper payments to subcontractors;

C. The Consultant has not made all proper payments for labor, materials, or equipment furnished to the Consultant;

D. Another person or entity is damaged by an act for which the Consultant is responsible;

E. Claims or liens are filed on the job;

F. In the opinion of the Tribes, the Consultant's work is not consistent with the terms of this Contract;

G. The Consultant fails to comply with any applicable law or regulation, or to pay any applicable tax, fee, or license; or

H. The Consultant has otherwise defaulted is the performance of this Contract.

3.3.4. ***Final Payment; Waiver of Claims***

A. *Payment only after Inspection and Certification*. The Consultant will be paid the full Contract Price only after all work under this contract has been completed and the Contract Officer inspects all work and certifies it as complete and conforming with the terms of this Contract.

B. *Payment of Withheld Amounts*. The final payment made by the Tribes will include all amounts previously withheld excluding amounts retained for cause under Section 3.3.3.

C. *Waiver of Claims.*

(1) By making final payment, the Tribes waives all claims except those arising out of:

(i) Faulty work;

(ii) Work that does not comply with the Contract Documents;

(iii) Any outstanding claims of liens; and

(iv) The Consultant's failure to comply with any special guarantees required by this Contract or the Contract Documents.

(2) The Consultant, by accepting final payment, waives all claims except those previously made in writing and remaining unresolved at the time final payment is accepted.

4. Starting and Completion Dates. The Consultant shall begin work under this Contract as soon as reasonably possible after the effective date of this Contract and will complete the work no later than **10/31/2024**.

5. Time of Essence; Extension of Time. All times for performance set out in this Contract and the Contract Documents are of the essence. The Consultant will schedule and perform all work under this Contract to complete the work within the time required by this Contract.

6. Contract Documents; Complete Agreement.

6.1. This Contract and the Contract Documents, on which the Contract is based, represent the entire agreement between the parties. The Contract Documents are as follows:

6.1.1. This Contract together with any supplementary agreements, terms, and conditions that labeled as exhibits or attachments to this Contract;

6.1.2 The Request for Proposals or Request for Qualifications and Quotation for the work described in this Contract and Consultant's Response of the RFP or RFQQ or a completed "sole source justification" document signed by the administrator of the Department seeking to award this Contract; and

6.1.2. Any amendments or modifications.

6.2. The terms and conditions of these Contract Documents will supersede any and all prior or contemporaneous discussions, understandings, or agreements between the parties regarding the subject matters of this Contract. The Consultant acknowledges that the Contract Documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work by the Consultant, and all terms and conditions of payment.

6.3. If this Contract conflicts with any Contract Document or any other document attached to the Contract, the terms of this Contract will govern.

7. Contract Modification or Amendment. No amendment, or modification to this Contract will be effective unless it is in writing and signed by an authorized representative for all parties.

8. No Assignment. This Contract is intended to secure the services of the Consultant Except with the prior written consent of the Tribes, Consultant shall not assign, transfer, convey, pledge or encumber, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, (1) this Contract in whole or in part, (2) any discretion granted under this Contract, (3) any right to satisfy a condition under this Contract, (4) any remedy under this Contract, or (5) any obligation imposed under this Contract, as this Contract is intended to secure the personal services of the Consultant. Any purported transfer in violation of this Section 8 will be void.

9. Subcontractors. The Consultant may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement if:

9.1. The Consultant uses the same degree of care in selecting any such subcontractor as it would if such contractor was being retained to provide similar services to the Consultant;

9.2. The Consultant provides notice to the Tribes at least 30 days prior to the subcontractor beginning work under this Contract. If the Tribes objects to the subcontractor it will provide written notification of the objection within 15 days of receiving the notice in which case the Consultant must engage another subcontractor, provided that this requirement will not apply if the use of a particular subcontractor is stated within the Contract Documents; and

9.3. The Consultant will in all cases remain responsible for all of its obligations under this Contract.

10. Termination

10.1. Termination for Default

10.1.1. If a party defaults in performance of this Contract the other party may terminate this Contract without prejudice to any other remedy that the non-defaulting party may have. The non-defaulting party must give the defaulting party 15 days' written notice of the non-defaulting party's intention to terminate this Contract, within which time the defaulting party may cure the default condition to the satisfaction of the non-defaulting party.

10.1.2. If the defaulting party is the Consultant, the Tribes may, under Section 3.3.3, withhold any portion of the Contract price still owing at the time of default.

10.2. Termination for Convenience

10.2.1. The Tribes may terminate this Contract for its convenience without cause. If the Tribes elect to terminate under this subparagraph, the Tribes will give the Consultant 15 days' written notice of the termination. The Tribes will pay for all work properly completed up to the effective date of the termination.

10.2.2. If this Contract is terminated under Section 10.2.1, the Consultant will have no additional rights as against the Tribes except for the payment provided under this section.

10.3. Termination for Changes in Funding

10.3.1. The Consultant acknowledges that this Contract is funded from appropriated funds or federal funds. If those funds are reduced or eliminated, the Tribes may terminate or modify this Contract to reflect the change in funding.

10.3.2. If this Contract is terminated under Section 10.3.1, the Tribes will pay the Consultant for all work properly completed up to the effective date of termination. Any modifications or amendments required as a result of the provisions of this Section will be processed under Section 7.

11. Indemnification

11.1. The Consultant agrees to indemnify and hold harmless the Tribes and its officers, agents, and employees from and against all claims, damages, losses, and expenses related to or arising from the Consultant's work and activities under this Contract.

11.1.1. "Expenses" include reasonable attorneys' fees if it is necessary for the Tribes to commence or defend an action arising out of, or associated in any way with, the Consultant's performance of this Contract in any way.

11.1.2. "Claims" include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) which are caused in whole or part by the Consultant's negligent act or omission, or that of the Consultant's subcontractor, or that of anyone employed by them or for whose acts the Consultant or the Consultant's subcontractor may be liable.

11.2. Except as set out in Section 11.1, each party is responsible for damages to persons and property arising out of that party's actions and the actions of any subcontractor, agent, or employee retained under this Contract.

12. Governing Law; Venue

12.1. This Contract and any dispute arising from it will be governed exclusively by, and construed exclusively in accordance with, the laws of the Confederated Tribes of the Colville Reservation.

12.2. The Colville Tribal Court has sole and exclusive jurisdiction to adjudicate any dispute that may arise related to this Contract. The Consultant consents to the jurisdiction of the Colville Tribal Court and waives any right it may otherwise have to challenge jurisdiction or the appropriateness of the forum, whether on the basis of *forum non conveniens* or otherwise.

13. Tribal Employment Rights Ordinance

13.1. The Colville Tribal Employment Rights Ordinance ("TERO"), chapter 10-1 of the Colville Tribal Law and Order Code, applies to any work performed under this Contract on or near the Colville Reservation, including: (1) A TERO fee of 5% of the total gross contract price if this Contract is for $5,000 or more (provided the Consultant is not a preference certified entity or otherwise exempt from the TERO fee); and (2) A TERO Utilization Plan.

13.2. Work cannot begin until a TERO Utilization Plan has been signed, approved, and filed with the TERO Office.

14. Contract Officer; Representatives

14.1. Dorthey Zacherle is the designated Contract Officer for the purpose of this Contract and will provide general administration of the Contract as the Tribes' representative.

14.2. The designated Contract Officer Representative for the purpose of this Contract is **John Box, Project Biologist**. The Contract Officer Representative will provide specific administration of the Contract as the Tribes' representative, and will have authority to initiate Change Orders, including approval of compensation and expense payments.

14.3. The Consultant's representative for this project is **Ryan Niemeyer, Science Program Manager**. The Consultant's representative will be responsible for the conduct of the work completed under this Contract and will have signature authority for the Consultant for all matters related to this Contract.

15. Reporting. The Consultant will report to the Contract Officer Representative or as requested by the Contract Officer Representative. Reports may be made in writing or by fax, teleconference, e-mail, or other means, as directed by the Contract Officer.

16. Independent Contractor. The Consultant acknowledges that it is operating as an independent contractor and it is not an officer, employee or agent of the Tribes. No employee-employer relationship is established by this Contract and the Consultant does not have any of the rights or privileges associated with employment by the Tribes. As an independent contractor the Consultant must:

16.1. Comply with all applicable laws and regulations;

16.2. Pay all applicable taxes and other assessments; and

16.3. Hold the Tribes harmless from the consequences of any of the Consultant's or its employees' or agents' acts or omissions of whatever kind or nature; and

16.4. Be responsible for reporting any income from this Contract to the applicable federal and state agencies, and is responsible for all taxes associated with this income.

17. Ownership of Material. The Consultant agrees and acknowledges that all proprietary rights, including any data collected and any patents and copyrights, contracted for or otherwise created for or on behalf of the Tribes by the Consultant will be owned by the Tribes.

18. **Records.** The Consultant must maintain adequate financial records, in accordance with generally accepted accounting practices, such that the Consultant can clearly and easily identify all claimed costs and expenses and the relatedness of those costs and expenses to this Contract.

19. **Embezzlement**

    19.1. Any officer, director, agent, employee or other person connected in any capacity with this Contract or any subcontract hereunder who embezzles, willfully misapplies, steals or obtains by fraud any of the money, funds, assets or property provided through this Contract may be subject to federal and tribal criminal prosecution and may be fined up to $10,000 or imprisoned for up to two years, or both if convicted.

    19.2. The Consultant agrees to insert Section 19.1 into all subcontracts.

20. **Non-Discrimination.** The Consultant agrees to the comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d-1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

21. **Warranty of Special Expertise.** The Consultant warrants that its employees, subcontractors, and anyone associated with it who will be involved in the performance of this Contract has the educational credentials, expertise, and training required to accomplish the purposes of this contract.

22. **Compliance with Applicable Law.** The Consultant agrees that it, its agents, and its employees will comply with all tribal laws and regulations required by the Contract and all other applicable state, and federal laws.

23. **Drug and Alcohol Free Workplace.** The Consultant must at all times when within the jurisdiction of the Tribes maintain a drug and alcohol-free workplace, and will take reasonable steps to insure that no employees of, nor subcontractors of the Consultant are allowed to work while under the influence of illegal drugs or of alcohol, and that no such illegal drugs or alcohol are allowed at any time at the work site. Failure to comply with this paragraph is grounds for immediate termination of this Contract.

24. **Captions.** Any captions used in this Contract are for convenience of reference only and will not be construed as part of the Contract.

25. **No Waiver.** The failure of a Party to object to or to take affirmative action with respect to any conduct of the other Party, which is in violation of the provisions of this Contract, may not be construed as a waiver of that violation or of any future violation of the provisions of this Agreement.

26. **Severability.** In case any provision of this Contract is found to be invalid, unenforceable, or in violation of law, it will be deemed stricken and all remaining provisions will continue to be valid and binding upon all parties and this Contract will be construed as if such invalid or unenforceable provision had never been contained herein.

27. **Legal Construction.** The parties expressly intend and agree that any legal or equitable principles that might require the construction of this Contract or any provision of it against a single party will not apply in the construction or interpretation of this Contract.

28. Effective Date. The Effective Date of this Contract is the date on which it is fully executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract at Nespelem, Colville Reservation.

Date Confederated Tribes of the Colville Reservation

Date Consultant

Proposal for Upper Columbia Salmon Recovery Board Support Contract with Confederated Colville Tribes
Scope of Work
November 1, 2023 – October 31, 2024

Work Element 1: UCSRB Finalize Riparian and Floodplain Remote Sensing REI-metrics

Description: Previously, the Bonneville Power Administration funded Riparian Canopy Cover and Riparian Disturbance Reach-based ecosystem indicator metrics generated using remote sensing across the Upper Columbia. Due to the difficulty of delineating both the water edge and floodplain, 284 of the 739 Upper Columbia reaches were delineated, leaving 455 reaches without floodplain metrics.

For the remote sensing REI floodplain metrics funded by the previous CCT grant, metrics will likely not be generated for all reaches. This is due to A) a new floodplain outline being generated by the NOAA HARP process that will likely be used in this analysis but will not be publicly available until Fall 2023, and B) the delay of some LiDAR from WA DNR. As such, this WE will allow for generating floodplain metrics for any reaches that lack floodplain metrics.

Although there are 455 reaches requiring remote sensing floodplain metrics, having the NOAA HARP floodplain will greatly reduce the work required to generate those riparian metrics.

Specific work elements to finalize the riparian and floodplain REI metrics include:

A. Completing the riparian remote sensing analysis for the reaches that lack riparian metrics
B. Completing the floodplain remote sensing analysis for reaches that lack those metrics

Project deliverable	Description	Cost
A. Generate riparian metrics for any reaches that lack riparian metrics	Aspect Consulting LLC generated a LiDAR-based analysis to generate riparian metrics that were approved by the Upper Columbia Regional Technical Team (RTT). This effort will complete this analysis for all reaches lacking these data and thereby create a complete riparian metric data set for the UC. The final results will be presented to the RTT and WATs.	$20,000
B. Generate floodplain metrics for reaches that lack floodplain metrics	Similar to deliverable A, Aspect will generate LiDAR-based remote sensing metrics for reaches that lack floodplain metrics.	$20,000
WE 1 sub-total: $40,000		

Work Element 2: UCSRB Update UC Reach Layer

Description: There are two major updates to the UC reach layer. In May 2023, the RTT Monitoring and Data Management Committee (MaDMC) approved including the Columbia River tributaries in the data gaps list. Currently these reaches are not in our GIS reach layers. Second, the Intrinsic Potential (IP) - which produced the UC reach layer - has been updated.

Specific work elements to update the UC reach layer include:

A. Add Columbia River tributaries to the reach layer with Spring Chinook, Steelhead, and Bull Trout IP
B. Update the existing reach layer based on updated Spring Chinook, Steelhead, and Bull Trout IP.

Project deliverable	Description	Cost
A. Add Columbia River tributaries to UC reach layer	This effort will include additional Columbia River tributaries (e.g. Foster Creek, Colockum Creek, etc.) to the UC reach layer. These layers will be based on reaches with Spring Chinook, Steelhead, or Bull Trout IP. Aspect Consulting LLC will provide GIS support for this effort.	$8,000
B. Update existing reach layers with updated IP layer.	Update the existing UC reach layer based on the updated and RTT-approved IP layer. Present the updated reach-layer to the RTT for review and final updates. Aspect Consulting LLC will provide GIS support for this effort.	$12,000
WE 2 sub-total: $20,000		

Work Element 3: UC Cold Water Refugia Web Map

Description: Mapping cold water refugia has become increasingly of interest among UC stakeholders and sponsors. Multiple projects mapping thermal or cold water refugia include the Methow Salmon Recovery Foundation Thermal infrared (TIR) data and subsequent analysis, the CCNRD cold water mapping, and the Cascadia CD upcoming TIR flights and subsequent analysis.

Specific work elements to generate the UC cold water refugia web map include:

A. Curating and analyzing the existing cold water refugia data so all sub-basins have the same format and metrics necessary to prepare for the web map.
B. Produce an additional layer in the web map that includes both when the data was collected and another highlights where cold water mapping is lacking.
C. Generate a web map that will be hosted on the UCSRB website.

Project deliverable	Description	Cost
A. Curate and analyze existing cold water refugia data	Analyze all cold water refugia data to include A) cold water refugia metrics at each location, B) a continuous stream temperature layer based on an averaged surface temperature estimate	$6000
B. Generate GIS layers that highlight the date of data collection and data gaps	Generate additional GIS layers to highlight the date of the stream temperature data collection as well as which reaches lack cold water refugia data.	$2,000
C. Generate a Web Map	Generate an ArcGIS Online web map that presents the curated cold water refugia data as well as additional layers highlighting the date of the data collection and the reaches that lack cold water refugia data. Present this web map to the RTT and WATs to incorporate any feedback.	$2,000
WE 3 sub-total: $10,000		

Work Element 4: Support NOAA HARP Meetings

Description: Currently the NOAA Northwest Fisheries Science Scenter Watershed Program is running the Habitat Assessment and Restoration Planning (HARP) salmon life-cycle model for most of the Columbia River basin and has chosen to pilot this process in the Upper Columbia with tribal and stakeholder input. In August of 2023, NOAA is receiving feedback on realistic restoration scenarios. In the summer or fall of 2023, NOAA will present the results of these HARP model runs. The RTT hopes this will generate fruitful discussion about restoration efforts in the Upper Columbia.

Specific work elements to support these NOAA HARP meetings:

A. Coordination and preparation for the NOAA HARP meetings to share results
B. Facilitation of the NOAA HARP meeting
C. Summary of meeting notes and follow-up on any subsequent HARP-related meetings

Project deliverable	Description	Cost
A. Organize, facilitate, generate meeting summary, and follow-up for the meeting to share HARP model results	UCSRB staff will coordinate with NOAA scientists, RTT members, regional sponsors, and other regional partners to plan and prepare for the meeting to share and discuss NOAA HARP model results. UCSRB staff will also facilitate this meeting, take notes and provide the meeting summary. UCSRB will coordinate any follow up meetings to further discuss results.	$6,000
WE 4 sub-total: $6,000		

Work Element 5: Administrative Support and Vouchering

Description: UCSRB has support staff for project support in administrative and vouchering tasks.

Project deliverable	Description	Cost
A. Grant reporting and vouchering	UCSRB staff will coordinate with CCT to ensure accurate and timely grant vouchering and reporting are completed.	$1,000
WE 5 sub-total: $1,000		

Budget Summary

Work Element	Estimated Cost
WE 1: UCSRB Finalize Riparian and Floodplain Remote Sensing REI-metrics	$40,000
WE 2: UCSRB Update UC Reach Layer	$20,000
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UCSRB Admin/vouchering	$1,000
TOTAL:	**$77,000**

Proposal for Upper Columbia Salmon Recovery Board Support Contract with Confederated Colville Tribes
Scope of Work
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TOTAL:	**$77,000**

GRANT AGREEMENT

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES (DNR)

NO. 93-106055

PI: 27R RYP
Funding Source: State
Grant Funded: ☐ Yes ☒ No
OMWBE: ☐ Small Business ☐ Veteran Owned ☒ Not Applicable
Procurement method (Select one): ☒ Solicitation (RFP 23-54)

This Grant Agreement is made and entered into by and between the state of Washington, Department of Natural Resources, hereinafter referred to as "**AGENCY/DNR**", and the below named firm, hereinafter referred to as "**GRANTEE**."

Upper Columbia Salmon Recovery Board

123 Easy Street, Suite 100

Wenatchee, WA 98801

Phone: (509) 433-5231

Email: Amanda.ward@ucsrb.org

WA State UBI Number: 602-603-324

Federal Taxpayer Identification Number: 20-4703769

Statewide Vendor # (SWV): SWV0029421

1. PURPOSE

The Washington State Legislature directed the Washington State Department of Natural Resources, to continue the Building Forest Partnerships Competitive Grant Program (formerly known as the Forest Collaborative Infrastructure Pilot). The purpose of this grant program is to provide funding for forest collaboratives to continue to develop an organizational infrastructure

that allows them to effectively address forest health issues, deliver on shared forest health strategic plan goals, and contribute to the improvement of forest health across the state.

The purpose of this grant agreement is to increase the pace and scale of forest health restoration treatments in central Washington by supporting increased planning and coordination capacity of the North Central Washington Forest Health Collaborative (NCWFHC). Activities in this agreement will provide support for facilitating and coordinating productive engagement between members, partners, and stakeholders to plan, communicate about, and implement landscape-scale forest restoration treatments on the Okanogan-Wenatchee National Forest and support objectives and goals identified in the Washington State Forest Action Plan and the 20-Year Forest Health Strategic Plan: Eastern Washington.

2. SCOPE OF WORK

A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this grant agreement, the nature of the working relationship between DNR and the GRANTEE, and specific obligations of both parties.

B. Exhibit B, attached hereto and incorporated by reference, contains the Scope of Work/Deliverables. The GRANTEE will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as included in the Scope of Work/Deliverables.

3. PERIOD OF PERFORMANCE

The period of performance under this contract will be from the date of execution through June 30, 2025, unless terminated sooner as provided herein.

4. DES FILING REQUIREMENT *(if applicable)*

Not applicable.

5. AWARD

The total grant award payable to GRANTEE for satisfactory performance of the work under this grant agreement shall not exceed Fifty Thousand Dollars ($50,000). GRANTEE's compensation shall be based on Exhibit C – Budget.

Unless otherwise determined, funding for this contract is provided by the Washington State 23-25 Operating Budget, DNR Program Index 27R, Project Code RYP.

Expenses
No expenses are allowed under this contract.

6. BILLING PROCEDURES

AGENCY will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted electronically to the following website not more often than monthly: https://app.smartsheet.com/b/form/618d79407ee44df98e9670b9b9aade91 Invoices shall be completed using Exhibit D – Invoice Template. The GRANTEE shall only submit invoices at the completion of each activity, task, or deliverable clearly identified in Exhibit B – Scope of Work/Deliverables. Invoices containing partially completed work will be rejected.

DNR will pay GRANTEE upon satisfactory acceptance of each fully completed activity, task, and deliverable as approved by the DNR Grant Manager. Payment will be made within 30 days of receipt of the invoice. Upon expiration of the Agreement, final invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 15 days after the end of the fiscal year.

The invoices shall describe and document, to the AGENCY'S satisfaction, a description of the work performed, the progress of the project, and fees. At a minimum, each invoice shall specify the following:

1. Agreement number 93-106055
2. Invoice date
3. Organization and primary contact name
4. Primary contact phone number and email address
5. Narrative description of the work performed
6. Detail of the expenses being billed
    a. Expenses for each activity, task, and deliverable shall be broken down by cost type using the format in Exhibit C, Table 1. Cost by Activity.
    b. DNR reserves the right to request an additional expense detail by line item using the format in Exhibit C, Table 2. Cost by Line Item.
7. Supporting documentation for all expenses being billed
    a. The specific activity or task completed must be accompanied by the respective invoice(s), receipt(s), and any other appropriate supporting documentation
8. Total invoice amount

Special Budget Provisions

The total amount of transfers of funds between line-item budget categories shall not exceed 10% of the total budget. Such transfer needs to have prior approval with the DNR Contract Manager. If the cumulative amount of these transfers exceeds or is expected to exceed 10% of the total budget, justification for the transfer must be submitted in writing to the Project Manager and a contract amendment completed.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices.

DNR may, in its sole discretion, terminate the grant agreement or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this grant agreement.

No payments in advance or in anticipation of services or goods to be provided under this contract shall be made by DNR.

7. OUTREACH AND PRINTED MATERIALS

GRANTEE must acknowledge DNR on all materials created as part of this grant including, but not limited to, publications, printed materials, signs, websites, graphics, and videos. DNR may be recognized as follows:

> *"This project is supported, in part, by a grant from the Washington State Department of Natural Resources."*

Appropriate agency logos may be used in addition to the above statement and will be supplied to GRANTEE on request.

8. GRANT MANAGEMENT

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

GRANTEE Grant Manager Information	**AGENCY Grant Manager Information**
Amanda Ward Upper Columbia Salmon Recovery Board 123 Easy Street, Ste 100 Wenatchee, WA 98801 *Phone:* (509) 433-5231 *Email address:* Amanda.ward@ucsrb.org	Austin Hayes Department of Natural Resources 1111 Washington Street SE MS 47013 Olympia, WA 98504-7013 *Phone:* (564) 999-1667 *Email address:* austin.hayes@dnr.wa.gov
GRANTEE Project Manager Information	**AGENCY Project Manager Information**
Amanda Ward Upper Columbia Salmon Recovery Board 123 Easy Street, Ste 100 Wenatchee, WA 98801 *Phone:* (509) 433-5231 *Email address:* Amanda.ward@ucsrb.org	Amy Ramsey Department of Natural Resources 1111 Washington Street SE MS 47013 Olympia, WA 98504-7013 *Phone:* (360) 878-2755 *Email address:* amy.ramsey@dnr.wa.gov

9. INSURANCE

Before using any of said rights granted herein and at its own expense, GRANTEE shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

GRANTEE shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Grant Agreement Number and the name of the DNR Project Manager. GRANTEE shall also provide renewal certificates as appropriate during the term of this Agreement.

GRANTEE shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of GRANTEE to have its subcontractors and agents comply with the insurance requirements contained herein does not limit GRANTEE's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: GRANTEE shall purchase and maintain commercial general liability insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent GRANTEEs, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: GRANTEE shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: GRANTEE shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." GRANTEE waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): GRANTEE shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. GRANTEE waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. GRANTEE waives

its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:
Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If GRANTEE is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that GRANTEE's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of GRANTEE is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: GRANTEE waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

10. ASSURANCES

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

11. ORDER OF PRECEDENCE

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

1. Applicable federal statutes and regulations
2. Washington state statutes and regulations
3. Special terms and conditions as contained in this basic contract instrument
4. Exhibit A – WA State Department of Natural Resources General Terms and Conditions
5. Exhibit B – Scope of Work/Deliverables
6. Exhibit C – Budget
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

12. ENTIRE AGREEMENT

This grant agreement, 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.

13. CONFORMANCE

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

14. APPROVAL

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

UPPER COLUMBIA SALMON RECOVERY BOARD	**STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES**
2/01/2024	Acting Division Manager 2/7/2024
Signature *Date*	*Signature* (Michael Norris) *Date*
Amanda Ward	Jennifer Watkins
Name	*Name*
Executive Director	Forest Resilience Division Manager
Title	*Title*
123 Easy Street, Ste 100 Wenatchee, WA 98801	1111 Washington Street SE MS 47013 Olympia, WA 98504-7013
Address	*Address*
509-433-5231	360-338-1688
Phone	*Phone*

EXHIBIT A

WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

1. ACCESS TO DATA

The Contractor shall provide access to data generated under this contract to the 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.

2. 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.

3. 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.

4. 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.

5. ANTITRUST

The Contractor hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this contract.

6. 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.

Contractor may not assign its rights under this Agreement without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to DNR within thirty (30) calendar days, Contractor may assign its rights under this Agreement in full to any parent, subsidiary, or affiliate of the Contractor that controls or is controlled by or under common control with the Contractor, is merged or consolidated with the Contractor, or purchases a majority or controlling interest in the ownership or assets of the Contractor. Unless otherwise

agreed, the Contractor guarantees prompt performance of all obligations under this Agreement notwithstanding any prior assignment of its rights.

7. ATTORNEYS' FEES

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

8. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the contract, the Contractor shall comply with all applicable laws.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose any information concerning the Agency, or information that 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.

10. 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.

11. 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 that 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.

12. 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 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.

13. DEFAULT

Contractor shall be in default if it is in material breach of any term or condition of the contract. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

14. DELIVERY, INSPECTION, REJECTION, CURE:

1. TIME OF THE ESSENCE: Time is of the essence in the performance of the contract.

2. SHIPPING & RISK OF LOSS. All goods subject to the Contract shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
3. INSPECTION: The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
4. REJECTION: The Agency may reject any nonconforming Deliverables by reasonably notifying the Contractor in writing.
5. OPPORTUNITY TO CURE: Contractor shall have the right to cure the materiality of any breach prior to the time for performance under the Contract. This right to cure terminates upon the time for performance.

15. DEFINITIONS

Definitions for the purposes of this solicitation include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

AGENT – Personnel authorized to act on behalf of the Agency for matters contained within.

APPARENT SUCCESSFUL CONTRACTOR – Bidder whose bid, quotation and/or proposal provides the best value in meeting AGENCY needs and is selected to contract with DNR for the proposed solution, subject to completion of contract negations and execution of contract.

AWARD DATE – the announcement date of the Apparent Successful Contractor.

BID, QUOTATION and/or PROPOSAL – a formal offer, submitted by an individual or entity, in response to a solicitation issued for goods or services by the Agency.

BIDDER – an individual or entity who submits a bid, quotation and/or proposal in response to a solicitation issued for goods or services by the Agency.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

CONTRACT – an agreement between DNR and Contractor that includes terms and conditions, the solicitation, the bid, quotation and/or proposal, all appendices, and exhibits, associated Statements of Work (e.g. Services Contract or Purchase Order), and all amendments awarded pursuant to this solicitation.

CONTRACTOR – an individual or entity whose bid, quotation and/or proposal has been accepted and is awarded a contract with the Agency, and who is solely responsible to provide a good or perform a service.

DNR – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

GOODS – products, materials, supplies, or equipment provided by a Contractor.

PURCHASE – the acquisition of goods or services, including the leasing or renting of goods.

SERVICES – labor, work, analysis, or similar activities provided by a Contractor to accomplish a specific scope of work.

SOLICITATION – a documented formal process providing an equal and open opportunity to BIDDERS and culminating in a selection based on predetermined criteria.

SUBCONTRACTOR – one not in the employment of the Contractor, who is performing all or part of the business activities related to this solicitation under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any solicitation tier.

VENDOR – individual, firm, organization, company or other entity offering products and/or services.

WEBS – Washington's Electronic Business Solution System.

WORKING DAYS – Midnight to midnight, Monday through Friday, excluding weekends and state legal holidays.

16. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

17. 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 the 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 three (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 five 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 alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

18. DUPLICATE PAYMENT

The Agency shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same goods delivered or services rendered.

19. ENVIRONMENTAL CONSIDERATIONS

ELECTRONIC PRODUCTS

The State of Washington encourages the purchase of products that meet environmental performance standards relating to the reduction and elimination of hazardous materials. The database of all products that currently meet EPEAT criteria are viewable at www.greenelectronicscouncil.org. Only products listed as Active in the online EPEAT Registry are considered to have met the EPEAT criteria.

Contractor represents and warrants that, during the term of this contract, for any product(s) for which Contractor sought and was awarded an environmental purchasing preference pursuant to RCW 39.26.265 and Washington State Procurement Policy POL-DES-265-00, such product(s) shall have achieved EPEAT Silver or Gold registration that enabled Contractor to be awarded such preference.

NON-HYDROFLUOROCARBONS (HFCs)

Hydrofluorocarbons (HFCs) contribute to climate change and so have an adverse effect on human health and the environment. Accordingly, the State of Washington, through its procurement of goods is trying to minimize the purchase of products that contain HFCs or contain HFCs with a comparatively low global warming potential and to incentivize its vendors to sell products without HFCs.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded a purchasing preference pursuant to RCW 39.26.310 and Washington State Procurement Policy DES-POL-310-00, such product(s) shall meet or have less than the HFC level(s) that enabled Contractor to be awarded such preference.

NON-MERCURY ADDED PRODUCTS

Mercury has an adverse effect on human health and the environment. Accordingly, the State of Washington, through its procurements of goods is trying to minimize the purchase of products with mercury and to incentivize its vendors to sell products without mercury.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded a purchasing preference pursuant to RCW 70.95M.060 and Washington State Procurement Policy DES-POL-70.95M.060-00, such product(s) shall meet or have less than the lowest amount of mercury that enabled Contractor to be awarded such preference.

POLYCHLORINATED BIPHENYLS (PCBs)

Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods, is trying to minimize the purchase of products with PCBs and to incentivize its vendors to sell products in packaging without them.

Contractor represents and warrants that, during the term of this contract, for any product(s) and/or product packaging for which Contractor sought and was awarded a purchasing preference pursuant to RCW 39.26.280 and Washington State Procurement Policy POL-DES-280-00, such product(s) and/or packaging shall meet or exceed the testing limitations that enabled Contractor to be awarded such preference.

RECYCLED CONTENT PRODUCTS

Buying products made from recycled content creates markets for materials collected in residential & business recycling programs. Recycling does not work without end-markets. In addition buying recycled products supports the development of green technologies, creates jobs and strengthens the local economy, and promotes and supports a more sustainable lifestyle. When manufacturers use recycled material vs. virgin materials to make new products, air and water pollution is reduced, natural resources are conserved, energy is saved, less water is used, and emissions of greenhouse gases that contribute to global climate change are reduced. Accordingly, the State of Washington through its procurements of goods is trying to maximize the purchase of products made from recycled content and to incentivize its vendors to sell products and products in packaging made with recycled content.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded an environmental purchasing preference pursuant to RCW 39.26.255 and Washington State Procurement Policy POL-DES-255-00, such product(s) shall exceed the minimum post-consumer or total recycled content that enabled Contractor to be awarded such preference.

Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Agency may suspend or terminate this Contract. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under law, to a prevailing party, reasonable attorneys' fees and costs.

20. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS

MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Contractor Certification – Executive Order 18-03 Worker's Rights, and Contractor represents and warrants, as previously certified in Contractor's bid, quotation and/or proposal submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

21. FUNDING SOURCE

At all times during the course of this contract, the Contractor must comply with applicable laws, rules, policy and regulations required by the source of funding for the contract.

22. 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.

23. HARASSMENT.

Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment:
https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

24. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' Agents, employees, representatives, or any Subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Contractor's or any Subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

25. 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 that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

26. 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.

27. INTERGRATION

The contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any of the parties hereto.

28. 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.

29. 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.

30. 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.

31. NONDISCRIMINATION

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

32. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. 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 otherwise required by law.

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.

33. 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.

34. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of services rendered and/or delivery of goods as described herein, including but not limited to accounting procedures and practices that 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.

35. 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.

36. REMEDIES:

1. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:
    a. SPECIFIC PERFORMANCE: If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
    b. COVER: The Agency may obtain substitute Deliverables and charge the Contractor the difference between the cost of the substitute Deliverables and the contracted for price.
    c. PRICE REDUCTION: The Agency may retain nonconforming Deliverables and equitably reduce the price of the contract based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.
    d. RETURN: The Agency may return or set aside for pickup by the Contractor any nonconforming goods and terminate the contract for cause.

2. The Contractor shall be liable for all compensatory, incidental and consequential damages caused by any breach of the contract. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Contractor under the contract.
3. The agency's total liability for all damages arising out of or related to the contract shall in no event exceed the purchase price of the contract. Furthermore, in the event of a termination of the contract, the agency's total liability for all damages arising out of or related to the contract shall not exceed the purchase price of goods delivered or services rendered prior to the effective date of the termination.
4. The rights and remedies provided by the contract are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. TAXES

All payments accrued because 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.

43. 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 (including email) of the need to take corrective action. If corrective action is not taken within 30 calendar 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 a "Termination for Convenience" if it is determined that the Contractor: (1) 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.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the Agency may, by 10 calendar days written notice (including email), beginning on the second calendar day after the notice is sent, 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 goods delivered or services rendered prior to the effective date of termination.

45. 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 goods or services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) goods delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that 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.

46. TREATMENT OF ASSETS

1. 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.
2. 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.
3. The Contractor shall be responsible for any loss or damage to property of the Agency that 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.
4. 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.
5. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, Agents or Subcontractors.

47. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at U.S. Treasury Specially Designated Nationals And Blocked Persons List. Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the Contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

48. WAIVER

Waiver of any default or breach shall not be deemed 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.

49. WARRANTIES

Contractor warrants that all Deliverables provided under this contract shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.

EXHIBIT B

SCOPE OF WORK/DELIVERABLES

Activity 1: NCWFHC Coordination and Facilitation Provide coordination and facilitation support to the North Central Washington Forest Health Collaborative (NCWFHC) to advance planning and implementation of forest restoration treatments in areas identified in the 20-Year Strategic Plan and USFS 5-Year Plan on the Okanogan-Wenatchee National Forest.			
Task	**Deliverable**	**Completion Date**	**Estimated Cost**
1A. Prepare for, coordinate, facilitate, and conduct follow-up to advance action items for NCWFHC meetings: 6 quarterly full membership meetings, 13 monthly steering committee meetings, and 8 other priority meetings, as needed. Meetings will work towards drafting and finalizing 4 NEPA project level collaborative engagement agreements, which will include project expectations, operating timelines and implementation plans, and one work plan covering all NEPA projects that the collaborative is tracking and working on.	For each meeting: Agenda, meeting packets/other materials, and meeting notes, including action items. Document 1: NCWFHC work plan, including draft project engagement agreement, NEPA projects the collaborative is working on, and timelines for each project. Document 2: Final Chumstick to LP collaborative engagement agreement. Document 3: Final Midnight collaborative engagement agreement. Document 4: Draft Upper Methow collaborative engagement agreement. Document 5: Lower North Shore Project implementation plan with updates, including implementation project status, addition of new projects, barriers to completing current projects,	June 2025 May 2024 May 2024 May 2024 June 2024 June 2025	$41,000

	every 3 months. Updates to implementation plan may be billed individually, but no more than every 3 months. Meetings and documents may be billed individually.		
		Activity 1 Total	**$41,000**

Activity 2: Fiscal and administrative support.
Provide fiscal and administrative support to NCWFHC for tasks outlined in Activity 1.

Task	Deliverable	Completion Date	Estimated Cost
2A. Prepare end-of-contract summary report	Report on activities undertaken, barriers and lessons learned, and the deliverables and outcomes achieved.	June 2025	$3,000
2B. Fiscal management. Coordinate contract financial paperwork, prepare vouchers and billing associated with all activities.	Submitted invoice with supporting deliverable documentation. May be billed individually.	June 2025	$3,000
2C. Project support and assistance. Provide limited back-up support and assistance, as required, for tasks in Activity 1. May include note taking, sending meeting invitations, follow-up phone calls, or other coordination related tasks.	Brief summary of support activities per invoice period. May be billed individually.	June 2025	$3,000
		Activity 2 Total	**$9,000**

EXHIBIT C

BUDGET

The total budget is $50,000. See Exhibit B – Scope of Work/Deliverables for activity and task descriptions.

Table 1. Cost by Activity

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Cost
Activity 1	$41,000	$0	$0	$0	$41,000
Activity 2	$9,000	$0	$0	$0	$9,000
				Total	**$50,000**

Table 2. Cost by Line Item

Personnel and Benefits	
NCWFHC Coordinator The primary contact for this project and will be responsible for coordinating all activities in Activity 1.	$44,000
UCSRB Accounting Manager Responsible for the budget, voucher preparation and all billing. Activity 2.	$3,000
UCSRB Program Assistant The Program Assistant will provide additional support to the NCWFHC Coordinator, as needed. Activity 2.	$3,000
Total	**$50,000**

EXHIBIT D

INVOICE TEMPLATE

INVOICE

Agreement Number:
Invoice Date:
Invoice Number:

From: Upper Columbia Salmon Recovery Board
123 Easy Stret, Suite 100
Wenatchee, WA 98801
(509) 433-5231
amanda.ward@ucsrb.org

To: Austin Hayes & Amy Ramsey
Washington State Department of Natural Resources
1111 Washington St SE Olympia, WA 98504
Austin.Hayes@dnr.wa.gov;
Amy.Ramsey@dnr.wa.gov

Task #	Brief description of work completed in this invoice period.	Cost Type	Subtotal
1A. Coordinate, facilitate and follow-up on 7 quarterly full membership meetings, 14 monthly steering committee meetings, and 8 other priority meetings. Includes 1 overall NCWFHC workplan; Chumctick to LP, Midnight, and Upper Methow project engagement agreements; and one Upper Wenatchee Pilot Project implementation plan.		Personnel & Benefits	$
1B. End of contract summary report.		Personnel & Benefits	$
		Total	**0**

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BONNEVILLE ENVIRONMENTAL FOUNDATION
MONETARY GRANT AGREEMENT
("Agreement")

Organization:	**Upper Columbia Salmon Recovery Board ("Grantee")**
Grant ID:	**MG-10946**
Approved Amount:	**$50,000.00**
Grant Period:	**1/1/2024 - 3/31/2025**

A. Grant: BEF hereby awards a grant in the amount stated above to be used in accordance with the Grant Purpose attached hereto as Exhibit A and incorporated by reference.

B. Use of Funds: Grantee will use the Grant funds only in accordance with the terms of this Agreement and for the purpose described in Exhibit A. Grantee will not use any portion of the Grant funds in support of the following: to carry on propaganda; to attempt to influence the disposition of any legislation, either by direct or grassroots lobbying; to seek to influence the outcome of any election or voter registration drive; to make grants to individuals on a non-objective basis; or for any non-charitable or non-educational purpose.

C. Public Relations Activities: BEF and Grantee will jointly approve in advance any promotional activities associated with the project, including but not limited to media events and the preparation of joint press releases.

D. Grantee's Report: Grantee will submit to BEF interim and final reports on its activities and confirmation of funds spent in accordance with the reporting schedule described in Exhibit A.

E. Grantee's Tax Status: Grantee represents that it is a tax-exempt organization described in Section 501(c)(3) of the Code, and that it is not a "private foundation" as defined in Section 509(a) of the Code. Grantee agrees to notify BEF immediately of any changes in its tax status during the term of the grant.

F. Grant Review: At BEF's request, Grantee will permit representative of BEF to visit Grantee's premises and review Grantee's activities with respect to the Grant Purpose as described in Exhibit A, and will permit BEF, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of this grant.

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G. Indemnification: Grantee will indemnify and hold the BEF, its directors, officers, employees, consultants, representatives and agents harmless from and against all third party claims, liabilities, suits, demands, losses, judgments, finds, penalties, interest, expenses and costs (including, without limitation, reasonable accounting and attorneys' fees and disbursements) which result from any breach of the Grantees' representation or warranties made in relation to this Grant, or from any breach of the terms of this Grant, or from any negligent acts or omissions of the Grantee, its directors, officers, employees, consultants, representatives or agents relating to or in any way connected with the activities conducted pursuant to this Grant.

H. Notices: All notices or reports under this Agreement shall be addressed as follows:

BEF:	Bonneville Environmental Foundation 1500 SW 1st Avenue, Suite 885 Portland, OR 97201 Attn: Warren, Robert, rwarren@b-e-f.org
Grantee:	Upper Columbia Salmon Recovery Board 123 Easy Street WENATCHEE WA 98801 United States Attn: Amanda Ward, Amanda.Ward@ucsrb.org

SIGNATURES:

The persons signing below represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

Bonneville Environmental Foundation

Signature: DocuSigned by: BDFC8E93F95040A...

Print Name: Felicia Phillips

Title: CFO & VP of Operations

Date: 1/24/2024

Upper Columbia Salmon Recovery Board

Signature: DocuSigned by: Amanda Ward F99B730C38F7454...

Print Name: Amanda Ward

Title: Executive Director

Date: 2/8/2024

DocuSign Envelope ID: A20A1AC3-013E-46F2-8069-82CF658909F2

Exhibit A: GRANT PURPOSE

Upper Columbia Salmon Recovery Board - Bonneville Environmental Foundation Partnership 2024 Contract - Draft Scope of Work and Budget

In the coming year, the Upper Columbia Salmon Recovery Board (UCSRB) will continue to build on previous years' work and partnership with Bonneville Environmental Foundation (BEF) to strengthen and diversify the support they provide to Upper Columbia Habitat project sponsors and the Regional Technical Team.

Throughout 2024, UCSRB will focus on three areas, as follows:

1. Provide support to the Regional Technical Teams chair position, a role critical to effective project implementation within the UC region.
2. In response to partner concerns, identify key regional permitting requirements and bottlenecks, and work with permitting agencies to plan and prepare for an informative Regional Permitting Workshop, to be held sometime between October 2024 and February 2025.
3. Plan and prepare for integration of climate change and riparian shading data into the regional Prioritization Tool.

Work element A:

Support the Regional Technical Team (RTT) chair position

Goal: In addition to funding provided by Yakama Nation, BPA and RCO to fund the RTT chair position, contribute to the support this key role, critical to the process of guiding the annual review and ranking of salmon recovery projects within the Upper Columbia region. Historically, the RTT Chair has been a fully funded 1/5th FTE position (12/15/2023 – estimated at $65,666). In recent years, grant funding available for this position has declined, while the RTT responsibilities have increased as additional project funding has become available.

BEF funding would specifically support time and travel relating directly to the annual Salmon Recovery Funding Board (SRFB) Lead Entity (LE) process that is crucial to the scientific review of projects and fair dispersal of project funds, expected to be in excess of $5 million in 2024.

- Timeframe: 12 months (Jan 01 – December 31, 2024)
- Estimated Budget: $10,106.00
- Projected participants: 10-20 monthly
- RTT Chair efforts will focus on the scientific review of projects, coordination with RTT members during project review and field tours, coordination with UCSRB staff to review and coordinate SRFB LE efforts, as well as communication with regional project sponsors to clarify RTT scoring criteria and subsequent rankings.

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- The majority of the work undertaken by the RTT chair will be completed between January through July 2024. Additional activities, to be completed between July and December 2024 will include reviewing regional salmon restoration projects to ensure the latest science is considered and/or incorporated, conducting an annual "de-brief" of the SRFB LE project review process, and providing as-needed updates to RTT scientific tools and criteria for the upcoming year.

Work element B:

Regional outreach and planning for an educational Permitting Workshop

Goal: UCSRB will conduct a survey of regional permitting bottlenecks and concerns, then partner with NOAA and other state, federal and/or regional agencies to plan a Permitting Workshop to be held sometime between October 2024 and February 2025.
Every second year UCSRB hosts a two-day science conference and hopes to hold a smaller but regionally relevant workshop every alternative year. The 2023 Floodplain Workshop, partially funded by BEF and held in February 2023, was successful and well attended. Previous discussions with project implementers, including conversations during the 2023 Floodplain workshop, indicate permitting is a common challenge to completing salmon restoration projects within the region. To identify specific permitting bottlenecks, UCSRB staff will communicate with project implementors via an initial on-line survey and a follow-up facilitated discussion in the four sub-basin Watershed Action Teams (WATs) meetings.
The UCSRB staff will then coordinate with NOAA, federal, state, and other regional agencies to identify the relevant workshop presenters. This planning will lead to a day-long workshop, similar to the 2023 Floodplain Workshop, to provide a forum for permitting agencies to walk through the permitting process and provide additional insight to increase sponsor application efficiency. Additionally, this workshop will include a facilitated round-table discussion to identify potential permitting challenges that could be addressed or changed in order to improve the application process. This workshop will improve regional knowledge of the multiple permitting requirements for salmon recovery projects. The hope is that workshop discussions will also lead to the development of permitting roadmaps which could be used by agencies and project sponsors in the future.

- Timeframe:
  - Sponsor surveys, WAT discussion: 6 months (Jan 01 – June 30, 2024)
  - Permitting agency outreach, workshop planning: 6 months (July 01 – Dec 31, 2024)
- Estimated Budget: $24,282.00
- Projected workshop attendance: 80 -120 attendees
- Educational opportunity(ies) will focus on permitting agencies providing sponsors with clear guidance on how to navigate the often complex and time-consuming permit processes and identifying relevant key contacts for relevant assistance, when required.
- The workshop will also focus on identifying where permitting agencies could enhance efficiencies in their own process.
- Workshop format: presentations, case histories, and discussions led by three or four permitting professionals.

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- The workshop will be organized and moderated by UCSRB staff.

Work Element C:
Planning and preparation for integration of climate change and riparian shading data into regional Prioritization Tool

Goal: UCSRB staff will plan for and start the process of gathering relevant regional materials and knowledge in order to integrate climate change information and riparian shading data into the Upper Columbia Prioritization Tool.
Climate change and riparian shading are two factors that play an increasing role in determining priority reaches and identifying project locations along Upper Columbia subbasin stream and tributaries. The RTT is also requesting higher resolution data to assist with consideration of climate change when evaluating project proposals. To date, neither climate change nor riparian shading components have been incorporated into the Upper Columbia Prioritization Tool.

UCSRB staff will conduct pre-meeting surveys, organize and/or participate in two - three meetings to identify relevant data, and determine how best to incorporate this data into the current prioritization tool.

- Timeframe: 12 months
- Estimated Budget: $15,612.00
- Existing UCSRB staff will survey regional agencies and research current, available climate change and riparian shading models and data.
- Existing UCSRB staff will work with the RTT to determine how best to incorporate these data into the UC Prioritization Tool and start the process of identifying the riparian shading models and gathering the riparian and climate change data.

	Task	**Budget**
A	Support the Regional Technical Team (RTT) chair position	$10,106
B	Regional outreach and planning for an educational Permitting Workshop	$24,282
C	Planning and preparation for integration of climate change and riparian shading data into regional Prioritization Tool	$15,612
	TOTAL	**$50,000**

REPORTING SCHEDULE

Final Grant Report Due Date: 3/31/2025

PAYMENT SCHEDULE

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Grant funds will be disbursed on or after April 1, 2024, upon full execution of this Monetary Grant Agreement by the Parties.

BONNEVILLE ENVIRONMENTAL FOUNDATION
1500 southwest 1st ave., ste 885
Portland, OR 97201
503-248-1905
www.b-e-f.org

DocuSign

Certificate Of Completion

Envelope Id: A20A1AC3013E46F2806982CF658909F2
Subject: Please DocuSign: BEF Agreement MG-10946
Source Envelope:
Document Pages: 6
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

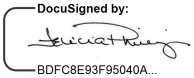
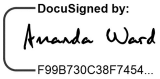
Envelope Originator:
Kristi Buchanan
1500 SW 1st Ave
STE 710
Portland, OR 97201
kbuchanan@b-e-f.org
IP Address: 172.56.153.50

Record Tracking

Status: Original
1/24/2024 11:28:50 AM

Holder: Kristi Buchanan
kbuchanan@b-e-f.org

Location: DocuSign

Signer Events	Signature	Timestamp
Felicia Phillips fphillips@b-e-f.org CFO & VP of Operations Bonneville Environmental Foundation Security Level: Email, Account Authentication (None)	DocuSigned by:  BDFC8E93F95040A... Signature Adoption: Uploaded Signature Image Using IP Address: 50.53.7.154	Sent: 1/24/2024 11:31:16 AM Viewed: 1/24/2024 11:35:02 AM Signed: 1/24/2024 11:35:13 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Amanda Ward Amanda.Ward@ucsrb.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by:  F99B730C38F7454... Signature Adoption: Pre-selected Style Using IP Address: 96.46.16.137	Sent: 1/24/2024 11:35:14 AM Viewed: 1/24/2024 12:37:11 PM Signed: 2/8/2024 3:10:15 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rebekah Wong rwong@b-e-f.org Office Administrator Bonneville Environmental Foundation Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/8/2024 3:10:16 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Katie Paul kpaul@b-e-f.org Accounting Manager Bonneville Environmental Foundation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2/8/2024 3:10:16 PM
Robert Warren rwarren@b-e-f.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2/8/2024 3:10:16 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/24/2024 11:31:17 AM
Certified Delivered	Security Checked	1/24/2024 12:37:11 PM
Signing Complete	Security Checked	2/8/2024 3:10:15 PM
Completed	Security Checked	2/8/2024 3:10:16 PM

Payment Events	Status	Timestamps

The Wilderness Society

December 13, 2023

Amanda Ward, Executive Director
Upper Columbia Salmon Recovery Board
123 Easy Street
Wenatchee, WA 98801

Dear Amanda,

The Wilderness Society is pleased to award the Upper Columbia Salmon Recovery Board (UCSRB) a $19,700 grant to support a Coordinator for the North Central Washington Forest Health Collaborative. To that end, UCSRB will:

- Use these funds in addition to funds awarded from the Washington Department of Natural Resources under the Building Forest Partnerships Grant to hire a coordinator for the North Central Washington Forest Health Collaborative.
- This position will provide administrative guidance and support for the collaborative, including coordinating meeting schedules, providing agendas, talking notes for monthly meetings, and logistical support for field trips, as scheduled.

The deliverables above should be accomplished before September 30, 2024. Upon completion of the grant period, UCSRB is required to submit a summary report, which includes a narrative of how the funds were spent and what outcomes were achieved.

Please note that funds received from The Wilderness Society may not be used for lobbying activities such as influencing legislation or participating or intervening in any political campaign on behalf of or in opposition to a candidate for public office.

My thanks to you for your work to protect our public lands. Best wishes for a successful project.

Sincerely,

Megan Birzell

Megan Birzell, Washington State Director
The Wilderness Society

1/16/2024
Date

Agreed to:

Amanda Ward, Executive Director
Upper Columbia Salmon Recovery Board

01/04/2024
Date

Upper Columbia Salmon Recovery Board

Project/Contract CR# 359325: Yakama Nation

WORK ELEMENTS:

F. Outreach & education
G. Produce report(s)
H. Maintain database
I. Watershed Coordination

AMENDED BUDGET
(- 6 months)
March 01, 2024 - September 30, 2024

Change =

2/5/2024

50% of Budget Amendment 1

	March 01, 2024 to February 28, 2025	Work Element	Staff	Est. # hours	$/hr	Salaries/wages (excluding fringe)			Est. # hours	$/hr	Salaries/wages (excluding fringe)		
1	**PERSONNEL**							**72,320**					**36,195**
	Program Managers/Coodinators - Salary/Taxes												
	Coordinate Regional Communication: Recovery Plan Implementation	F, G	tbd	220.0	51.16	$11,255			110.0	51.16	$5,628		
	Coordinate Regional Communication (with sponsors); Assist with Regional Database: Recovery Plan Implementation	F, G, H, I	AE	248.0	39.03	$9,679			124.0	39.03	$4,840		
	Manage Regional Database and Annual Reporting; Regional Prioritization Support; Recovery Plan Implementation; Co-Chair MaDMC	F, G, H, I	RN	326.0	52.07	$16,975			163.0	52.07	$8,487		
	Administration Support	G	ES	100.0	48.74	$4,874			50.0	48.74	$2,437		
	Administration Support: Coordinate Regional Comunication	F	GV	230.0	30.48	$7,010			115.0	30.48	$3,505		
	Executive Director - Salary/Taxes												
	Oversee/Direct Completion of all Work Elements	F, G, H, I	AW	165.0	60.89	$10,047			83.0	60.89	$5,054		
	Subtotal Salaries			**1,289.0**			***$59,841***		**645.0**			***$29,951***	
					fringe $/hour	***est. fringe cost***				***fringe $/hour***	***est. fringe cost***		
	Fringe: *(health insurance, retirement)*		tbd	220.0	10.26	$2,257			110.0	10.26	$1,129		
			AE	248.0	7.80	$1,934			124.0	7.80	$967		
			RN	326.0	12.08	$3,938			163.0	12.08	$1,969		
			ES	100.0	13.14	$1,314			50.0	13.14	$657		
			GV	230.0	7.28	$1,674			115.0	7.28	$837		
	.		AW	165.0	8.25	$1,361			83.0	8.25	$685		
	Subtotal Benefits						***$12,479***					***$6,244***	
2	**DIRECT BILLING**							**25,007**					**12,504**
	Portion of rent, utilities, State and Federal audit costs, miscellaneous supplies, equipment (excluding capital equipment) and subscriptions, etc.												
	Travel							3,150					1,575
	Training							1,500					750
	Training Travel							1,050					525
	Meeting Expenses							300					150
	Supplies							300					150
	Rent							7,300					3,650
	Audit							4,125					2,063
	Computer Maintenance							2,000					1,000
	Software Subscriptions							2,525					1,263
	Insurance							775					388
	Phones - internet - conferencing							1,500					750
	Other Administrative							482					241
3	**SUBCONTRACTS**							**29,870**					**14,935**
	Work Element "I" - Watershed Action Teams (WATs)												
	Wenatchee WAT (Chelan County NRD)				$9,270					$4,635			
	Entiat WAT (Cascadia Conservation District)				$10,300					$5,150			
	Methow WAT (Methow Salmon Recovery Foundation)				$10,300					$5,150			
	TOTAL THIS CONTRACT PERIOD							**127,197**					**63,633**

ESTIMATED TOTALS BY WORK ELEMENTS

F	Outreach and Education	31,966.00		15,983.00	
G	Produce annual reports	13,000.00		6,500.00	
H	Manage and maintain regional database	27,354.00		13,677.00	
I	Watershed coordination	29,870.00		14,935.00	
	Sub-total:		102,190		51,095
	Direct billing		25,007		12,504
	TOTAL THIS CONTRACT PERIOD		**$127,197**		**$63,599**

Grant #: LE FY 2024 - OCD
Document Title: Professional Services Contract
Grantor: Upper Columbia Salmon Recovery Board
Grantee: Okanogan Conservation District

PROFESSIONAL SERVICES CONTRACT BETWEEN THE OKANOGAN CONSERVATION DISTRICT AND THE UPPER COLUMBIA SALMON RECOVERY BOARD

This Contract (hereafter "Contract") is made this day by and between the Upper Columbia Salmon Recovery Board, (hereafter the "UCSRB") and the Okanogan Conservation District, (hereafter the "OCD").

It is the purpose of this Contract to provide for the following services to be provided by the OCD to the UCSRB:

See Scope of Work, attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth below, the parties hereby agree as follows:

ARTICLE I
THE CONTRACT DOCUMENTS

1.1 The Contract Documents for this Contract consist of this Contract and the following Exhibits attached hereto and incorporated by this reference:

Exhibit "A" - Scope of Work
Exhibit "B" - Budget
Exhibit "C" - Special Terms and Conditions

ARTICLE II
PERIOD OF PERFORMANCE

2.1 The term of this Contract shall commence on January 01, 2024 and expire on June 30, 2024. Either party may terminate this Contract, without cause, on thirty (30) days prior written notice to the other party.

ARTICLE III
COMPENSATION

3.1 The compensation to be paid by the UCSRB to the OCD and the terms for payment of such compensation are set forth at Special Terms and Conditions, Exhibit "C," and project tracked through Exhibit "B."

ARTICLE IV
INSURANCE

4.1 Insurance Required. The OCD shall, at its own expense, obtain and continuously maintain the following insurance during the terms of agreement with such insurer or insurers as shall be acceptable to the UCSRB.

General commercial liability insurance in an amount not less than a single limit of $1,000,000 for bodily injury and $250,000 for property damage per occurrence.

Worker's compensation and employer's liability insurance as may be required by applicable law.

ARTICLE V
HOLD HARMLESS

5.1 Each party shall, to the extent of its comparative negligence and proportionate liability, hold the other party, its departments, elected and appointed officials, employees and agents, harmless from and against any and all claims, damages, losses and expenses for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of the party, its officers, directors, and employees.

ARTICLE VI
PERFORMANCE OF CONTRACT

6.1 Licensing and Accreditation. The OCD shall comply with all federal, state and local licensing and accreditation requirements applicable to the performance of this Contract.

6.2 Compliance with All Laws. The OCD shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Contract, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

6.3 Maintenance and Audit of Records. The OCD shall maintain books, records, documents and other materials relevant to its performance and compensation under this Contract, which sufficiently and accurately reflect any and all direct costs and expenses incurred or paid in the course of performing this Contract. These records shall be subject to inspection, review and audit by the UCSRB or its designee, the Washington State Auditor's Office, and authorized federal agencies.

The OCD shall retain all such books, records, documents and other materials for five (5) years following the completion of its performance under this Contract and any extension. Full access and examination to these Contract-related records shall be granted by the OCD within such five (5) years.

6.4 Assets Furnished or Financed. Title to any and all property or other assets financed by or furnished through the UCSRB shall remain in the name of the respective UCSRB and shall be used exclusively by the OCD for its performance of this Contract.

6.5 Rights in Data and Work Product. Unless otherwise agreed upon by the parties in writing, all data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, educational courses and materials and other work product which originates from the OCD's performance of this Contract shall be "works for hire' and shall be the property of the UCSRB.

6.6 Improper Influence. The OCD agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Contract. The OCD agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Contract.

6.7 Debarment Certification for Federally Funded Projects. The OCD certifies to the UCSRB that neither they nor their sub-contractors are suspended or debarred. Any contractor or sub-contractor of any contractor or sub-contractor from the OCD certifies to the OCD directly.

ARTICLE VII
DISPUTES

7.1 Time. Time is of the essence of this Contract.

7.2 Contract Representative. The UCSRB and the OCD each hereby designate the person who has the authority and responsibility for administering this Contract. All notices regarding the performance or interpretation of this Contract shall be served on the following persons:

For the UCSRB:
Amanda Ward, Executive Director
UCSRB
123 Easy Street
Wenatchee, WA 98801

For the OCD:
Craig Nelson, District Manager
Okanogan CD
1251 2nd Ave. S., Rm. 101
Okanogan, WA 98840

7.3 Legal Notices. Legal notices relating to this Contract shall be delivered via USPS certified mail, postage pre-paid, as follows:

For the UCSRB:
Amanda Ward, Executive Director
UCSRB
123 Easy Street
Wenatchee, WA 98801

For the OCD:
Craig Nelson, District Manager
Okanogan CD
1251 2nd Ave. S., Rm. 101
Okanogan, WA 98840

7.4 Conflict. In the event of a disagreement between the parties in interpreting this Contract, or a in the event of a conflict among the terms and conditions of this Contract and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable Washington case law, statutes and regulations; then
3. The terms and conditions of this Contract; then
4. The terms and conditions of the Statement of Work; then
5. Any other terms and conditions of this Contract attached hereto or otherwise incorporated by reference.

7.5 Waiver Limited. A waiver of any term or condition of this Contract must be in writing and signed by the party. Any express or implied waiver of a term or condition of this Contract 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.

7.6 Compliance Review Process and Corrective Action. In the event of OCD's non-compliance with any term or condition of this Contract, the UCSRB may provide written notice to the OCD of its non-compliance. The OCD shall have thirty (30) days from receipt of such written notice to implement fully corrective action and to provide adequate assurances of continuing future compliance: provided, that the OCD shall have only three (3) business days to demonstrate its compliance and to provide adequate assurances if the non- compliance presents a clear violation of federal or state laws, rules or regulations specifically found to be of imminent concern and requiring immediate corrective action, a breach of the time limits for performance under this Contract, or an imminent loss of federal or state funding of this Contract. In the event the OCD fails to take fully corrective action and to provide adequate assurances of future full compliance, the UCSRB may elect to immediately terminate this Contract on written notice to the OCD.

7.7 Dispute Resolution. Disputes, other than those which relate to non-compliance requiring only a three (3) day notice pursuant to the preceding subparagraph, shall be mediated and, if mediation is unsuccessful, then submitted to advisory arbitration by a single mutually agreed-upon arbitrator.

7.8 Property Return on Termination. Upon the expiration or termination of this Contract, the OCD shall return to the UCSRB any property of the UCSRB used by the OCD towards the performance of this Contract.

7.9 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, each party shall pay its own attorney's fees and other costs incurred in that action, arbitration or proceeding.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Assignment.

(a) This Contract is personal to the OCD. The OCD may not assign its rights or delegate its duties under this Contract, whether by assignment, further contract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Contract.

(b) The OCD shall not subcontract any work without prior approval of the UCSRB, except work specifically agreed upon at the time of the Contract. The UCSRB reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the Contract shall not relieve the OCD of any responsibility under the Contract.

8.2 Entire Contract. This Contract constitutes the entire agreement between the UCSRB and the OCD regarding the subject matter at issue. There are no understandings or agreements between UCSRB and the OCD other than those set forth in this Contract and in the Exhibits. No other statement, representation or promise has been made to induce either party to enter into this Contract.

8.3 Modification. This Contract may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by authorized representatives of the parties.

8.4 Invalid Provisions. The invalidity or unenforceability of any particular term or provision of this Contract shall not affect the validity or enforceability of any other term or provision and this Contract shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

8.5 Loss of Funding. In the event that anticipated project funding from federal, state, county or other sources is withdrawn, reduced or limited in any way, the UCSRB may immediately terminate this Contract on written notice to the OCD.

8.6 Termination for Convenience. UCSRB may terminate the Contract in whole, or

from time to time in part, whenever UCSRB determines that such termination is in the best interests of UCSRB. If the contract, or any portion thereof, is terminated for convenience, OCD shall be compensated for Work actually completed, direct costs necessarily and actually incurred by OCD in anticipation of performing the Work that has been deleted or terminated, provided that in no event shall the total payment exceed the total Contract price as modified by approved change orders less those amounts paid to OCD before the effective date of the termination.

UPPER COLUMBIA SALMON
RECOVERY BOARD

DATED: _____

_____
Signature and Title of Authorized
Officer on Behalf of the UCSRB

Okanogan Conservation
District

DATED: 2/1/24

_____
Signature and Title of Authorized
Officer on Behalf of the OCD

EXHIBIT "A"

SCOPE OF WORK
January 01, 2024 to June 30, 2024

Project Title: Engaging the Community through Education and Outreach Organization

Name: Okanogan Conservation District

Project Contact (name, phone, and email): Emily Bustamante, 509-429-3441, emily@okanogancd.org

A. *Detailed description of the proposed effort that addresses the following items:*

1. Project Purpose: Define the need of the proposed effort and clearly describe how the funds will be used to meet that outreach need in Chelan, Okanogan and/or Douglas Counties; describe the direct benefits to salmon recovery, benefits to other organizations, individuals, (i.e., project sponsors, local community, etc.); impacts on community awareness of salmon recovery in the Upper Columbia Region; and how the project will strengthen your group and its relationship with salmon recovery and the community.

Okanogan Conservation District requests $25,000 to (1) co-teach the water unit of a local high school class; (2) partner with these same students to coordinate a student-led educational community event that will focus on student-led research centered around a relic channel for juvenile Chinook salmon located at Woody Island; (3) attend five community events, including Winthrop fishing days, CCT and Chief Joseph Earth Days, and two farmers markets in order to disseminate information about water quality and salmon recovery; (4) develop an article for both the local newspaper and the Okanogan Conservation District newsletter; and (5) host a community event in Okanogan County that will feature a showing of "A River Film" along with a talk from a community member about salmon and their relationship to humans.

Ecology of the Okanogan is an elective class at Okanogan High School (OKHS) organized based on the characteristics and management of five natural resources (soil, water, air, plants, and animals) in Okanogan Valley. Alongside the Okanogan CD, OKHS, and the Confederated Tribes of the Colville Reservation Fish and Wildlife Department, these students have conducted research at Woody Island since 2014; studying the potential benefits a side channel offers to salmon habitat. Students arrive on site monthly to collect data, which serves an example of long-term, frequent monitoring of this project and cements this research and the students participating as an integral part of the community.

Local community events represent a major source of information dispersal and uptake. Attending or hosting these events builds community awareness of salmon recovery in the Upper Columbia Region and overall stream health. Easily digestible content, such as a movie and event presented by highschoolers, attracts community members interested in these different formatted events in comparison to typical lessons and learning. These events provide information on salmon and human relationships and encourage community

members to become involved and potentially seek more information about these issues. The student-led event incorporates students further in their community, so they have a better sense of their importance in the future of the natural world we live in. By holding an event to educate the community about these practices, students receive the experience needed to further their careers in natural resources. Not only that, but this outreach encourages STEM program support from school administration and teachers.

2. *Project Content: Clearly describe the project, how the proposed effort will address outreach needs, and how the goals and objectives will be achieved. Describe any innovative approaches, tools and techniques involved.*

Okanogan CD employees co-teach the water unit of the Ecology of the Okanogan class. Throughout the year, students take measurements at Woody Island and work in the latter half of the school year, alongside Okanogan CD employees, to refine their skills to show community members methods of data collection and explain why these measurements are done. Okanogan CD will purchase waders and bus rentals so students are able to take measurements safely and efficiently.

Okanogan CD will attend five local community events. Local community events represent a major source of information dispersal and uptake. Attending these events builds community awareness of salmon recovery in the Upper Columbia Region and overall stream health. The five events reach a diverse group of people in terms of cultures, economic statuses, ages, and interests and values – Methow Kids' Fishing Days, CCT and Chief Joe Earth Days, and two differing Farmers Markets.

Okanogan CD will host a screening of the movie "A River Film" in the Okanogan/Omak area. An Okanogan CD employee or a different natural resource professional knowledgeable about water and salmon habitat restoration issues will facilitate a talk beforehand. Staff will reserve time at the end for questions from community members. Okanogan CD will write one newsletter article to be published by local newspapers and the district newsletter. Outreach materials (articles, flyers) will be shared on the Okanogan CD Facebook page and Instagram account.

3 B. *Anticipated Results: Describe the outcomes of the proposed effort.*

1. *Deliverables: Provide a brief description of the products or other deliverables.*

Student-led Outreach Event (30 participants)

Ecology of the Okanogan students will lead a community event of their choice, celebrating the 10 years of data collection done at Woody Island and explaining how that collection is done and why. 10 students and at least 20 community members are expected to participate. Students will cement themselves as important figures in the future of our community and gain first-hand experience engaging with the community. Community members will learn about current work that supports salmon habitats and student involvement in natural resources.

Outreach Materials: newspaper and newsletter articles (16,000 recipients per article)

Okanogan CD will write articles for each event and submit them to local

newspapers for publishing and include a final summarizing article in one of Okanogan CD's quarterly newsletters. This effort educates the local community and encourages participation in recovery efforts. Outreach materials will be shared with Okanogan CD's 2,000 followers on Facebook and almost 400 followers on Instagram.

Outreach at five community events (600 people)

Staff will bring information about stream and river stewardship materials and/or salmon activities to Methow Kids' Fishing Days, Chief Joe Earth Day, CCT Earth Day, and two farmers markets. At these events, staff will talk with landowners, parents, and youth about conservation programs and opportunities. Materials on display will include, but is not limited to, habitat improvement materials developed in 2017, 2018, and 2020 through previous UCSRB funding. These materials detail Okanogan CD riparian enhancement programs and irrigation efficiency opportunities in both English and Spanish. Tabling at events is an important component of our outreach strategy to increase our exposure in the community and engage one-on-one with landowners.

Film and Speaker event (35 people)

Staff will host 'A River Film' in Okanogan County. A knowledgeable speaker will talk to the community about different measures that protect salmon habitat and its importance to the community. The film will further support these views and progress the conversation between community members and natural resource professionals.

2. *Sustainability: If applicable, include a discussion of how the project will be sustained beyond the funding period.*

K-12 and adult education opportunities have long-lasting impacts encouraging community involvement in habitat protection and enhancement. Outreach in high schools has proven to be effective. Ecology of the Okanogan has inspired several local students to intern with the Conservation 4 District and pursue natural resource education and careers. These funds will bolster the outreach efforts of the class and strengthen relationships between students and the community.

3. *Dissemination: Discuss plans for disseminating results to the broader salmon recovery community.*

Watershed Action Team participants share successful strategies for outreach and project implementation among each other, and the broader community at meetings and events. Okanogan CD will look for partnership opportunities for projects and opportunities that develop from this outreach.

C. *Activities: Elaborate on and provide an implementation/completion timetable for the activities that will be employed through the proposed grant.*

Timeline Item/Activities are detailed in the table below.

Item / Activities	Target date (month / year)
Student led Outreach Event	June 2024
Outreach Material	April 2024
Film and Speaker	May 2024
Community Outreach Events	March-June 2024

D. *Project Team: List key individuals/partners, describe their qualifications and contributions relevant for project implementation and how the project will benefit each partner. Specifically address how you will engage membership in the project.*

Emily Bustamante, Okanogan CD, Education Specialist – Emily will co-teach the water unit along with Sarah Wiesner and facilitate both the film/speaker event and support students during their outreach event. She will write the article for the paper as well as table for the multiple community events.

Sarah Wiesner, Okanogan High School, Teacher – Sarah received her B.S in Oceanography from U of W and receive her Masters in Teaching from Seattle University. She took over the Ecology of the Okanogan last year and has worked with Eastern Washington University to certify this class for college credit.

Emmy Engle, Communications and Outreach Specialist – Emmy will disseminate information across all social media platforms, newspapers, and Okanogan CD newsletters. She will cover organized events to promote them further and encourage community support.

E. *Budget: Provide a budget table along with a brief description.*

Okanogan CD staff will support high school students, write articles, attend five community events, coordinate a film and speaker event, and prepare payment requests and progress reports. Staff time includes but is not limited to, Emily Bustamante, Education Specialist; Emmy Engle, Communications and Outreach Specialist; Kim Kogler, Grants & Contract Director; Becky Drenner, Finance Director; and Cassandra Lange-Predoehl, Administrative Assistant.

Supplies includes printing outreach material and purchasing waders, which will be donated to the Ecology of the Okanogan high school class. Materials are used in future classroom and adult tabling events.

Mileage includes travel to coordinated and community events.

EXHIBIT "B"

BUDGET

Okanogan Conservation District

Task		Budget
Staff Time- Community Events, Newspaper article development		
Staff time	424 hrs Emily, Emmy, Kim, and other CD employees as needed	$18,396.00
Goods and Services	Outreach events and tabling supplies: printing and copies; newsletter publishing cost (partial); waders	$1,948.40
Administration		
Staff time	40 hours, Becky and Cassandra	$2,060.00
Indirect	10%, upon approval, staff time only	$2,045.60
	TOTAL	**$25,000**

Note: Any travel, meals and/or lodging will be paid at the current US GSA rates.

EXHIBIT "C"

SPECIAL TERMS AND CONDITIONS

PAYMENT

1. Request for Reimbursement of Expenses.

   (a) The OCD shall provide a report of activities by task for the invoice period, along with a detailed Request for Reimbursement detailing all actual expenses incurred by OCD to perform the services set forth in Exhibit "A" – Scope of Work and Exhibit "B" – Budget. Such actual expenses shall include, without limitation, all labor, including employer taxes and benefits, subcontractors (if preapproved), photocopying, and supplies.
   (b) Expenses for the following items may be reimbursed with prior approval from the UCSRB:
      - Travel, lodging, meals, and incidentals,
      - Meeting or field trip-related beverages and snacks, and
      - Indirect expenses at a rate agreed upon by both parties to the contract.
   (c) Conference fees and other expenses for training shall not be reimbursed.
   (d) Each Request for Reimbursement shall be sent monthly to the UCSRB at Attn: Elaine Sivey, 123 Easy Street, Wenatchee, WA 98801.

2. Payment to the OCD. The UCSRB shall pay the OCD within sixty (60) days after receipt of each detailed Request for Reimbursement. Payments shall be sent to the OCD, Attn: Okanogan Conservation District, 1251 2nd Ave S., RM 101, Okanogan WA 98840.

3. Maximum Reimbursement. The total reimbursement paid to the OCD during the term of this Contract shall not exceed $25,000 for the period January 01, 2024 to June 30, 2024.

4. The OCD's federal tax identification number is 91-0937458.

Sole Source Justification for UCSRB 2024 Contract with Aspect Consulting, LLC

Following RCW 39.26 procurement guidelines, the contract with Aspect Consulting, LLC (Aspect) for Geographic Information Systems (GIS) professional services and training.

Aspect is currently providing the following GIS related services:

- Developing and managing maps and GIS files
- Creating, uploading, and managing GIS files and maps on ArcGIS Online, particularly but not limited to prioritization data.
- Updating and running prioritization tool as needed.
- Providing GIS support for UCSRB staff using but not limited to ArcGIS Online and ArcGIS software and assist UCSRB staff with on-call support.

UCSRB contracted with Aspect for the services above over the past few years after soliciting informal quotes from three different consultants. Aspect Consulting has been providing these services continuously since then. The expertise of the staff at Aspect in completing the work outlined above, their familiarity and knowledge of this work, and continuing the work through project completion, provides a significant cost savings over contracting with a different consultant and paying for the learning curve that would be necessary for any new consultant.

Due to the unique skill set, knowledge and role of Aspect, they are clearly and justifiably the only practicable and the most cost-effective (due to technical knowledge of GIS and the tools used therein) contractor to provide these services.

The rates under this contract are included in the scope of work.

Contract Number: 24-01
Document Title: Professional Services Contract
Grantor: Upper Columbia Salmon Recovery Board
Grantee: Aspect

PROFESSIONAL SERVICES CONTRACT BETWEEN THE ASPECT CONSULTING, LLC AND THE UPPER COLUMBIA SALMON RECOVERY BOARD

This Contract (hereafter "Contract") is made this day by and between the Upper Columbia Salmon Recovery Board, (hereafter the "UCSRB") and Geosyntec Consultants, Inc dba Aspect Consulting, (hereafter the "Aspect Consulting").

It is the purpose of this Contract to provide for the following services to be provided by the Aspect Consulting to the UCSRB:

See Scope of Work, attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth below, the parties hereby agree as follows:

ARTICLE I - THE CONTRACT DOCUMENTS

1.1 The Contract Documents for this Contract consist of this Contract and the following Exhibits attached hereto and incorporated by this reference:

Exhibit "A" - Scope of Work
Exhibit “B” - Budget
Exhibit "C" - Special Terms and Conditions
Exhibit “D” - Aspect Consulting 2024 U.S GIS On-call Rate Schedule.

ARTICLE II - PERIOD OF PERFORMANCE

2.1 The term of this Contract shall commence on January 1, 2024 and expire on November 30, 2024. Either party may terminate this Contract, without cause, on thirty (30) days prior written notice to the other party.

ARTICLE III - COMPENSATION

3.1 The compensation to be paid by the UCSRB to the Aspect Consulting and the terms for payment of such compensation are set forth at Special Terms and Conditions, Exhibit "C," and project tracked through Exhibit “B.”

ARTICLE IV - INSURANCE

4.1 **Insurance Required.** The Aspect Consulting shall, at its own expense, obtain and continuously maintain the following insurance during the terms of agreement with such insurer or insurers as shall be acceptable to the UCSRB.

General commercial liability insurance in an amount not less than a single limit of $1,000,000 for bodily injury and $250,000 for property damage per occurrence.

Worker's compensation and employer's liability insurance as may be required by applicable law.

ARTICLE V - HOLD HARMLESS

5.1 Each party shall, to the extent of its comparative negligence and proportionate liability, hold the other party, its departments, elected and appointed officials, employees and agents, harmless from and against any and all claims, damages, losses and expenses for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of the party, its officers, directors, and employees.

ARTICLE VI - PERFORMANCE OF CONTRACT

6.1 **Licensing and Accreditation.** The Aspect Consulting shall comply with all federal, state and local licensing and accreditation requirements applicable to the performance of this Contract.

6.2 **Compliance with All Laws.** The Aspect Consulting shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Contract, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

6.3 **Maintenance and Audit of Records.** The Aspect Consulting shall maintain books, records, documents and other materials relevant to its performance and compensation under this Contract, which sufficiently and accurately reflect any and all direct costs and expenses incurred or paid in the course of performing this Contract. These records shall be subject to inspection, review and audit by the UCSRB or its designee, the Washington State Auditor's Office, and authorized federal agencies.

The Aspect Consulting shall retain all such books, records, documents and other materials for five (5) years following the completion of its performance under this Contract and any extension. Full access and examination to these Contract-related records shall be granted by the Aspect Consulting within such five (5) years.

6.4 **Assets Furnished or Financed.** Title to any and all property or other assets financed by or furnished through the UCSRB shall remain in the name of the respective UCSRB and shall be used exclusively by the Aspect Consulting for its performance of this Contract.

6.5 **Rights in Data and Work Product.** Unless otherwise agreed upon by the parties in writing, all data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, educational courses and materials and other work product which originates from the Aspect Consulting's performance of this Contract shall be "works for hire' and shall be the property of the UCSRB.

6.6 **Improper Influence.** The Aspect Consulting agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Contract. The Aspect Consulting agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Contract.

6.7 **Debarment Certification for Federally Funded Projects.** The Aspect Consulting certifies to the UCSRB that neither they nor their sub-contractors are suspended or debarred. Any contractor or sub-contractor of any contractor or sub-contractor from the Aspect Consulting certifies to the Aspect Consulting directly.

ARTICLE VII - DISPUTES

7.1 **Time.** Time is of the essence of this Contract.

7.2 **Contract Representative.** The UCSRB and the Aspect Consulting each hereby designate the person who has the authority and responsibility for administering this Contract. All notices regarding the performance or interpretation of this Contract shall be served on the following persons:

For the UCSRB:
Amanda Ward,
Executive Director
123 Easy Street
Wenatchee, WA 98801
Seattle, WA 98104.

For the Aspect Consulting:
Parker Wittman
Director of Marketing
Aspect Consulting
710 2nd Ave, Suite 550

7.3 **Legal Notices.** Legal notices relating to this Contract shall be delivered via USPS certified mail, postage pre-paid, as follows:

For the UCSRB:
Amanda Ward,
Executive Director
123 Easy Street
Wenatchee, WA 98801
Seattle, WA 98104.

For the Aspect Consulting:
Parker Wittman
Director of Marketing
Aspect Consulting
710 2nd Ave, Suite 550

7.4 **Conflict**. In the event of a disagreement between the parties in interpreting this Contract, or a in the event of a conflict among the terms and conditions of this Contract and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable Washington case law, statutes and regulations; then
3. The terms and conditions of this Contract; then
4. The terms and conditions of the Statement of Work; then
5. Any other terms and conditions of this Contract attached hereto or otherwise incorporated by reference.

7.5 **Waiver Limited.** A waiver of any term or condition of this Contract must be in writing and signed by the party. Any express or implied waiver of a term or condition of this Contract 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.

7.6 **Compliance Review Process and Corrective Action.** In the event of Aspect Consulting's non-compliance with any term or condition of this Contract, the UCSRB may provide written notice to the Aspect Consulting of its non-compliance. The Aspect Consulting shall have thirty (30) days from receipt of such written notice to implement fully corrective action and to provide adequate assurances of continuing future compliance: provided, that the Aspect Consulting shall have only three (3) business days to demonstrate its compliance and to provide adequate assurances if the non- compliance presents a clear violation of federal or state laws, rules or regulations specifically found to be of imminent concern and requiring immediate corrective action, a breach of the time limits for performance under this Contract, or an imminent loss of federal or state funding of this Contract. In the event the Aspect Consulting fails to take fully corrective action and to provide adequate assurances of future full compliance, the UCSRB may elect to immediately terminate this Contract on written notice to the Aspect Consulting.

7.7 **Dispute Resolution.** Disputes, other than those which relate to non-compliance requiring only a three (3) day notice pursuant to the preceding

subparagraph, shall be mediated and, if mediation is unsuccessful, then submitted to advisory arbitration by a single mutually agreed-upon arbitrator.

7.8 **Property Return on Termination.** Upon the expiration or termination of this Contract, the Aspect Consulting shall return to the UCSRB any property of the UCSRB used by the Aspect Consulting towards the performance of this Contract.

7.9 **Attorney's Fees**. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, each party shall pay its own attorney's fees and other costs incurred in that action, arbitration or proceeding.

ARTICLE VIII - GENERAL PROVISIONS

8.1 **Assignment.**

(a) This Contract is personal to the Aspect Consulting. The Aspect Consulting may not assign its rights or delegate its duties under this Contract, whether by assignment, further contract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Contract.

(b) The Aspect Consulting shall not subcontract any work without prior approval of the UCSRB, except work specifically agreed upon at the time of the Contract. The UCSRB reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the Contract shall not relieve the Aspect Consulting of any responsibility under the Contract.

8.2 **Entire Contract**. This Contract constitutes the entire agreement between the UCSRB and the Aspect Consulting regarding the subject matter at issue. There are no understandings or agreements between UCSRB and the Aspect Consulting other than those set forth in this Contract and in the Exhibits. No other statement, representation or promise has been made to induce either party to enter into this Contract.

8.3 **Modification.** This Contract may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by authorized representatives of the parties.

8.4 **Invalid Provisions**. The invalidity or unenforceability of any particular term or provision of this Contract shall not affect the validity or enforceability of any other term or provision and this Contract shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

8.5 **Loss of Funding.** In the event that anticipated project funding from federal,

state, county or other sources is withdrawn, reduced or limited in any way, the UCSRB may immediately terminate this Contract on written notice to the Aspect Consulting.

8.6 **Termination for Convenience.** UCSRB may terminate the Contract in whole, or from time to time in part, whenever UCSRB determines that such termination is in the best interests of UCSRB. If the contract, or any portion thereof, is terminated for convenience, Aspect Consulting shall be compensated for Work actually completed, direct costs necessarily and actually incurred by Aspect Consulting in anticipation of performing the Work that has been deleted or terminated, provided that in no event shall the total payment exceed the total Contract price as modified by approved change orders less those amounts paid to Aspect Consulting before the effective date of the termination.

UPPER COLUMBIA SALMON RECOVERY BOARD

DATED:_____ _____

_____
Signature and Title of Authorized
Officer on Behalf of the UCSRB

ASPECT CONSULTING

DATED:_____ _____

_____
Signature and Title of Authorized Officer
on Behalf of the Aspect Consulting

EXHIBIT "A"

SCOPE OF WORK
January 1, 2024 – November 30, 2024

Aspect Consulting will support the Upper Columbia Salmon Recovery Board (UCSRB) by providing GIS services and support as requested by UCSRB staff. The tasks and deliverables that Aspect Consulting may be requested to provide under this scope of work include:

- Key Prioritization and map/online interface support, when needed, and ensure data are shared/provided publicly on the UCSRB WebApp.
- Assist, if necessary, with responses to BPA data query/look-up requests related to the Programmatic.
- Assist with ongoing management of the Prioritization Tool, including ongoing QA/QC of Tool outputs.
- Assist the UCSRB provide BPA, sponsors and other partners access to the technical information and data underpinning the Upper Columbia regional Prioritization.
- Create, upload, and manage GIS files, maps, and web applications particularly but not limited to prioritization data.
- Provide on-call support for UCSRB staff in using but not limited to ArcGIS software.

Other tasks may be added at the request of the UCSRB, and all tasks will be billed on a time and materials basis according to the Aspect Consulting's 2024 U.S. GIS On-call Rate Schedule, attached as Exhibit "D". Larger or more complex tasks or analyses will be developed with the Aspect Consulting through a task order before work is initiated.

EXHIBIT "B"

BUDGET

Task(s)	Budget
Aspect Consulting Scope of Work - Refer to Exhibit "A" GIS services and support as requested by UCSRB staff.	$11,340
TOTAL	**$11,340**

Other tasks may be added at the request of the UCSRB, and all tasks will be billed based on the Aspect Consulting's 2024 U.S. GIS On-call Rate Schedule, attached as Exhibit "D".

EXHIBIT "C"

SPECIAL TERMS AND CONDITIONS

PAYMENT

1. Request for Reimbursement of Expenses.

(a) The Aspect Consulting shall provide a summary report of activities by task for the invoice period, along with a detailed Request for Reimbursement detailing all actual expenses incurred by Aspect Consulting to perform the services set forth in Exhibit "A" – Scope of Work and Exhibit "B" – Budget. Such actual expenses shall include, without limitation, all labor, including employer taxes and benefits, printing, photocopying, and supplies.

(b) Expenses for the following items may be reimbursed with prior approval from the UCSRB:
- Travel, lodging, meals, and incidentals at rates not to exceed General Services Administration per diem rates;
- Meeting or field trip-related beverages and snacks; and
- Indirect expenses at a rate agreed upon by both parties to the contract.

(c) Conference fees and other expenses for training shall not be reimbursed.

(d) Each Request for Reimbursement shall be sent monthly to the UCSRB at: 123 Easy Street, Wenatchee, WA 98801.

2. Payment to the Aspect Consulting.

The UCSRB shall pay the Aspect Consulting within sixty (60) days after receipt of each detailed Request for Reimbursement. Payments shall be sent to the Aspect Consulting, Attn: Accounts Receivable, 350 Madison Avenue North, Bainbridge Island, WA 98110.

3. Maximum Reimbursement.

The total reimbursement paid to the Aspect Consulting during the term of this Contract shall not exceed $11,340 for the period January 1, 2024 – November 30, 2024.

4. The Aspect Consulting's federal tax identification number is 59-2355134.

EXHIBIT "D"

Aspect
A Geosyntec Company

CONFIDENTIAL

2024 U.S. GIS ON-CALL RATE SCHEDULE

(All Values are in $USD)

	Rate/Hour
Staff Professional	$150
Senior Staff Professional	$170
Professional	$195
Project Professional	$210
Senior Professional	$255
Principal	$285
Senior Principal	$315
Technician I	$ 85
Technician II	$ 95
Senior Technician I	$100
Senior Technician II	$110
Site Manager I	$125
Site Manager II	$135
Construction Manager I	$145
Construction Manager II	$155
Senior Designer	$200
Designer	$165
Senior Drafter/Senior CADD Operator	$155
Drafter/CADD Operator/Artist	$135
Senior Technical Editor	$170
Technical Editor	$150
Project Administrator	$100
Clerical	$ 75
Direct Expenses	Cost plus 15%
Subcontract Services	Cost plus 15%
Specialized Computer Applications (per hour)	$ 15
Personal Automobile (per mile)	Current Gov't Rate Plus 15%
Photocopies (per page)	$ .09

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services.
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.

Contract Number: 24-01
Document Title: Professional Services Contract
Grantor: Upper Columbia Salmon Recovery Board
Grantee: Aspect

PROFESSIONAL SERVICES CONTRACT BETWEEN THE ASPECT CONSULTING, LLC AND THE UPPER COLUMBIA SALMON RECOVERY BOARD

This Contract (hereafter "Contract") is made this day by and between the Upper Columbia Salmon Recovery Board, (hereafter the "UCSRB") and Geosyntec Consultants, Inc dba Aspect Consulting, (hereafter the "Aspect Consulting").

It is the purpose of this Contract to provide for the following services to be provided by the Aspect Consulting to the UCSRB:

See Scope of Work, attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth below, the parties hereby agree as follows:

ARTICLE I - THE CONTRACT DOCUMENTS

1.1 The Contract Documents for this Contract consist of this Contract and the following Exhibits attached hereto and incorporated by this reference:

Exhibit "A" - Scope of Work
Exhibit “B” - Budget
Exhibit "C" - Special Terms and Conditions
Exhibit “D” - Aspect Consulting 2024 U.S GIS On-call Rate Schedule.

ARTICLE II - PERIOD OF PERFORMANCE

2.1 The term of this Contract shall commence on January 1, 2024 and expire on November 30, 2024. Either party may terminate this Contract, without cause, on thirty (30) days prior written notice to the other party.

ARTICLE III - COMPENSATION

3.1 The compensation to be paid by the UCSRB to the Aspect Consulting and the terms for payment of such compensation are set forth at Special Terms and Conditions, Exhibit "C," and project tracked through Exhibit “B.”

ARTICLE IV - INSURANCE

4.1 **Insurance Required.** The Aspect Consulting shall, at its own expense, obtain and continuously maintain the following insurance during the terms of agreement with such insurer or insurers as shall be acceptable to the UCSRB.

General commercial liability insurance in an amount not less than a single limit of $1,000,000 for bodily injury and $250,000 for property damage per occurrence.

Worker's compensation and employer's liability insurance as may be required by applicable law.

ARTICLE V - HOLD HARMLESS

5.1 Each party shall, to the extent of its comparative negligence and proportionate liability, hold the other party, its departments, elected and appointed officials, employees and agents, harmless from and against any and all claims, damages, losses and expenses for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of the party, its officers, directors, and employees.

ARTICLE VI - PERFORMANCE OF CONTRACT

6.1 **Licensing and Accreditation.** The Aspect Consulting shall comply with all federal, state and local licensing and accreditation requirements applicable to the performance of this Contract.

6.2 **Compliance with All Laws.** The Aspect Consulting shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Contract, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

6.3 **Maintenance and Audit of Records.** The Aspect Consulting shall maintain books, records, documents and other materials relevant to its performance and compensation under this Contract, which sufficiently and accurately reflect any and all direct costs and expenses incurred or paid in the course of performing this Contract. These records shall be subject to inspection, review and audit by the UCSRB or its designee, the Washington State Auditor's Office, and authorized federal agencies.

The Aspect Consulting shall retain all such books, records, documents and other materials for five (5) years following the completion of its performance under this Contract and any extension. Full access and examination to these Contract-related records shall be granted by the Aspect Consulting within such five (5) years.

6.4 **Assets Furnished or Financed.** Title to any and all property or other assets financed by or furnished through the UCSRB shall remain in the name of the respective UCSRB and shall be used exclusively by the Aspect Consulting for its performance of this Contract.

6.5 **Rights in Data and Work Product.** Unless otherwise agreed upon by the parties in writing, all data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, educational courses and materials and other work product which originates from the Aspect Consulting's performance of this Contract shall be "works for hire' and shall be the property of the UCSRB.

6.6 **Improper Influence.** The Aspect Consulting agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Contract. The Aspect Consulting agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Contract.

6.7 **Debarment Certification for Federally Funded Projects.** The Aspect Consulting certifies to the UCSRB that neither they nor their sub-contractors are suspended or debarred. Any contractor or sub-contractor of any contractor or sub-contractor from the Aspect Consulting certifies to the Aspect Consulting directly.

ARTICLE VII - DISPUTES

7.1 **Time.** Time is of the essence of this Contract.

7.2 **Contract Representative.** The UCSRB and the Aspect Consulting each hereby designate the person who has the authority and responsibility for administering this Contract. All notices regarding the performance or interpretation of this Contract shall be served on the following persons:

For the UCSRB:
Amanda Ward,
Executive Director
123 Easy Street
Wenatchee, WA 98801
Seattle, WA 98104.

For the Aspect Consulting:
Parker Wittman
Director of Marketing
Aspect Consulting
710 2nd Ave, Suite 550

7.3 **Legal Notices.** Legal notices relating to this Contract shall be delivered via USPS certified mail, postage pre-paid, as follows:

For the UCSRB:
Amanda Ward,
Executive Director
123 Easy Street
Wenatchee, WA 98801
Seattle, WA 98104.

For the Aspect Consulting:
Parker Wittman
Director of Marketing
Aspect Consulting
710 2nd Ave, Suite 550

7.4 **Conflict**. In the event of a disagreement between the parties in interpreting this Contract, or a in the event of a conflict among the terms and conditions of this Contract and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable Washington case law, statutes and regulations; then
3. The terms and conditions of this Contract; then
4. The terms and conditions of the Statement of Work; then
5. Any other terms and conditions of this Contract attached hereto or otherwise incorporated by reference.

7.5 **Waiver Limited.** A waiver of any term or condition of this Contract must be in writing and signed by the party. Any express or implied waiver of a term or condition of this Contract 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.

7.6 **Compliance Review Process and Corrective Action.** In the event of Aspect Consulting's non-compliance with any term or condition of this Contract, the UCSRB may provide written notice to the Aspect Consulting of its non-compliance. The Aspect Consulting shall have thirty (30) days from receipt of such written notice to implement fully corrective action and to provide adequate assurances of continuing future compliance: provided, that the Aspect Consulting shall have only three (3) business days to demonstrate its compliance and to provide adequate assurances if the non- compliance presents a clear violation of federal or state laws, rules or regulations specifically found to be of imminent concern and requiring immediate corrective action, a breach of the time limits for performance under this Contract, or an imminent loss of federal or state funding of this Contract. In the event the Aspect Consulting fails to take fully corrective action and to provide adequate assurances of future full compliance, the UCSRB may elect to immediately terminate this Contract on written notice to the Aspect Consulting.

7.7 **Dispute Resolution.** Disputes, other than those which relate to non-compliance requiring only a three (3) day notice pursuant to the preceding

subparagraph, shall be mediated and, if mediation is unsuccessful, then submitted to advisory arbitration by a single mutually agreed-upon arbitrator.

7.8 **Property Return on Termination.** Upon the expiration or termination of this Contract, the Aspect Consulting shall return to the UCSRB any property of the UCSRB used by the Aspect Consulting towards the performance of this Contract.

7.9 **Attorney's Fees**. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, each party shall pay its own attorney's fees and other costs incurred in that action, arbitration or proceeding.

ARTICLE VIII - GENERAL PROVISIONS

8.1 **Assignment.**

(a) This Contract is personal to the Aspect Consulting. The Aspect Consulting may not assign its rights or delegate its duties under this Contract, whether by assignment, further contract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Contract.

(b) The Aspect Consulting shall not subcontract any work without prior approval of the UCSRB, except work specifically agreed upon at the time of the Contract. The UCSRB reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the Contract shall not relieve the Aspect Consulting of any responsibility under the Contract.

8.2 **Entire Contract**. This Contract constitutes the entire agreement between the UCSRB and the Aspect Consulting regarding the subject matter at issue. There are no understandings or agreements between UCSRB and the Aspect Consulting other than those set forth in this Contract and in the Exhibits. No other statement, representation or promise has been made to induce either party to enter into this Contract.

8.3 **Modification.** This Contract may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by authorized representatives of the parties.

8.4 **Invalid Provisions**. The invalidity or unenforceability of any particular term or provision of this Contract shall not affect the validity or enforceability of any other term or provision and this Contract shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

8.5 **Loss of Funding.** In the event that anticipated project funding from federal,

state, county or other sources is withdrawn, reduced or limited in any way, the UCSRB may immediately terminate this Contract on written notice to the Aspect Consulting.

8.6 **Termination for Convenience.** UCSRB may terminate the Contract in whole, or from time to time in part, whenever UCSRB determines that such termination is in the best interests of UCSRB. If the contract, or any portion thereof, is terminated for convenience, Aspect Consulting shall be compensated for Work actually completed, direct costs necessarily and actually incurred by Aspect Consulting in anticipation of performing the Work that has been deleted or terminated, provided that in no event shall the total payment exceed the total Contract price as modified by approved change orders less those amounts paid to Aspect Consulting before the effective date of the termination.

UPPER COLUMBIA SALMON RECOVERY BOARD

DATED:_____ _____

_____
Signature and Title of Authorized
Officer on Behalf of the UCSRB

ASPECT CONSULTING

DATED:_____ _____

_____
Signature and Title of Authorized Officer
on Behalf of the Aspect Consulting

EXHIBIT "A"

SCOPE OF WORK
February 1, 2024 – October 31, 2024

Aspect Consulting will support the Upper Columbia Salmon Recovery Board (UCSRB) by providing GIS services and support as requested by UCSRB staff. The tasks and deliverables that Aspect Consulting may be requested to provide under this scope of work include:

A. Complete riparian and floodplain prioritization data gaps with remote sensing.
- Aspect Consulting LLC previously generated a LiDAR-based analysis to generate riparian metrics that were approved by the Upper Columbia Regional Technical Team (RTT).
- This effort will complete this analysis for all reaches lacking these data and thereby create a complete riparian metric data set for the UC. The final results will be presented to the RTT and WATs.

B. Generate floodplain metrics for reaches that lack floodplain metrics.
- Similar to above, Aspect will generate LiDAR-based remote sensing metrics for reaches that lack floodplain metrics.

C. Provide GIS support for adding Columbia River tributaries (e.g. Foster Creek, Colockum Creek, etc.) to the UC reach layer, based on reaches with Spring Chinook, Steelhead, or Bull Trout IP.

D. Provide GIS support for updating the existing UC reach layer based on the updated and RTT-approved IP layer.

E. Provide support for the analyses of cold water refugia data and development of an Upper Columbia cold water refugia map. Analyses to include:
- Cold water refugia metrics at each location, and
- A continuous stream temperature layer based on an averaged surface temperature estimate.

Other tasks may be added at the request of the UCSRB, and all tasks will be billed on a time and materials basis according to the Aspect Consulting's 2024 U.S. GIS On-call Rate Schedule, attached as Exhibit "D". Larger or more complex tasks or analyses will be developed with the Aspect Consulting through a task order before work is initiated.

EXHIBIT "B"

BUDGET

Task(s)	Budget
Aspect Consulting Scope of Work - Refer to Exhibit "A"	
Fill riparian and floodplain prioritization data gaps with remote sensing	$34,000
Update Upper Columbia reach layer with Columbia river tributaries	$16,000
Develop Upper Columbia cold water refugia map	$6,000
TOTAL	**$56,000**

Other tasks may be added at the request of the UCSRB, and all tasks will be billed based on the Aspect Consulting's 2024 U.S. GIS On-call Rate Schedule, attached as Exhibit "D".

EXHIBIT "C"

SPECIAL TERMS AND CONDITIONS

PAYMENT

1. Request for Reimbursement of Expenses.

(a) The Aspect Consulting shall provide a summary report of activities by task for the invoice period, along with a detailed Request for Reimbursement detailing all actual expenses incurred by Aspect Consulting to perform the services set forth in Exhibit "A" – Scope of Work and Exhibit "B" – Budget. Such actual expenses shall include, without limitation, all labor, including employer taxes and benefits, printing, photocopying, and supplies.

(b) Expenses for the following items may be reimbursed with prior approval from the UCSRB:
- Travel, lodging, meals, and incidentals at rates not to exceed General Services Administration per diem rates;
- Meeting or field trip-related beverages and snacks; and
- Indirect expenses at a rate agreed upon by both parties to the contract.

(c) Conference fees and other expenses for training shall not be reimbursed.

(d) Each Request for Reimbursement shall be sent monthly to the UCSRB at: 123 Easy Street, Wenatchee, WA 98801.

2. Payment to the Aspect Consulting.

The UCSRB shall pay the Aspect Consulting within sixty (60) days after receipt of each detailed Request for Reimbursement. Payments shall be sent to the Aspect Consulting, Attn: Accounts Receivable, 350 Madison Avenue North, Bainbridge Island, WA 98110.

3. Maximum Reimbursement.

The total reimbursement paid to the Aspect Consulting during the term of this Contract shall not exceed $56,000 for the period February 1, 2024 – October 31, 2024.

4. The Aspect Consulting's federal tax identification number is 59-2355134.

EXHIBIT "D"

Aspect
A Geosyntec Company

CONFIDENTIAL

2024 U.S. GIS ON-CALL RATE SCHEDULE

(All Values are in $USD)

	Rate/Hour
Staff Professional	$150
Senior Staff Professional	$170
Professional	$195
Project Professional	$210
Senior Professional	$255
Principal	$285
Senior Principal	$315
Technician I	$ 85
Technician II	$ 95
Senior Technician I	$100
Senior Technician II	$110
Site Manager I	$125
Site Manager II	$135
Construction Manager I	$145
Construction Manager II	$155
Senior Designer	$200
Designer	$165
Senior Drafter/Senior CADD Operator	$155
Drafter/CADD Operator/Artist	$135
Senior Technical Editor	$170
Technical Editor	$150
Project Administrator	$100
Clerical	$ 75
Direct Expenses	Cost plus 15%
Subcontract Services	Cost plus 15%
Specialized Computer Applications (per hour)	$ 15
Personal Automobile (per mile)	Current Gov't Rate Plus 15%
Photocopies (per page)	$ .09

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services.
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.

Sole Source Justification

UCSRB FY2024 Professional Services Contract
with
BioAnalysts, Inc

Following RCW 39.26 procurement guidelines, the contract with BioAnalysts, Inc. for coordination of the Upper Columbia Regional Technical Team's (RTT) development of an updated Biological Strategy and prioritization will be made under a sole source justification.

The RTT is the UCSRB's scientific arm of implementation. It is comprised of a regional group of scientists with various areas of expertise that establish regional biological priorities and review technical details of proposed projects, including the Programmatic Habitat projects. At the request of the RTT, the current RTT Chair Tracy Hillman, BioAnalysts, Inc. has agreed to complete several tasks needed to update the Biological Strategy in 2024.

Due to the unique skill set, knowledge and role of Tracy Hillman as the current Chair of the RTT, he is clearly and justifiably the only practicable and the most cost-effective (due to knowledge of prioritization approach) contractor to provide these services.

Contract Number: 24-04
Document Title: Professional Services Contract
Grantor: Upper Columbia Salmon Recovery Board
Grantee: BioAnalysts, Inc.

PROFESSIONAL SERVICES CONTRACT BETWEEN THE BIOANALYSTS, INC AND THE UPPER COLUMBIA SALMON RECOVERY BOARD

This Contract (hereafter "Contract") is made this day by and between the Upper Columbia Salmon Recovery Board, (hereafter the "UCSRB") and BioAnalysts, Inc., (hereafter the "BioAnalysts").

It is the purpose of this Contract to provide for the following services to be provided by BioAnalysts to the UCSRB:

See Scope of Work, attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth below, the parties hereby agree as follows:

ARTICLE I
THE CONTRACT DOCUMENTS

1.01 The Contract Documents for this Contract consist of this Contract and the following Exhibits attached hereto and incorporated by this reference:

Exhibit "A" - Scope of Work
Exhibit “B” - Budget
Exhibit "C" - Special Terms and Conditions

ARTICLE II
PERIOD OF PERFORMANCE

2.01 The term of this Contract shall commence on January 1, 2024 and expire on December 31, 2024. Either party may terminate this Contract, without cause, on thirty (30) days prior written notice to the other party.

ARTICLE III
COMPENSATION

3.01 The compensation to be paid by the UCSRB to BioAnalysts and the terms for payment of such compensation are set forth at Special Terms and Conditions, Exhibit "C," and project tracked through Exhibit “B.”

ARTICLE IV
INSURANCE

4.1 **Insurance Required.** BioAnalysts shall, at its own expense, obtain and continuously maintain the following insurance during the terms of agreement with such insurer or insurers as shall be acceptable to the UCSRB.

General commercial liability insurance in an amount not less than a single limit of $1,000,000 for bodily injury and $250,000 for property damage per occurrence.

Worker's compensation and employer's liability insurance as may be required by applicable law.

ARTICLE V
HOLD HARMLESS

5.01 Each party shall, to the extent of its comparative negligence and proportionate liability, hold the other party, its departments, elected and appointed officials, employees and agents, harmless from and against any and all claims, damages, losses and expenses for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of the party, its officers, directors, and employees.

ARTICLE VI
PERFORMANCE OF CONTRACT

6.1 **Licensing and Accreditation.** BioAnalysts shall comply with all federal, state and local licensing and accreditation requirements applicable to the performance of this Contract.

6.2 **Compliance with All Laws.** BioAnalysts shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Contract, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

6.3 **Maintenance and Audit of Records.** BioAnalysts shall maintain books, records, documents and other materials relevant to its performance and compensation under this Contract, which sufficiently and accurately reflect any and all direct costs and expenses incurred or paid in the course of performing this Contract. These records shall be subject to inspection, review and audit by the UCSRB or its designee, the Washington State Auditor's Office, and authorized federal agencies.

BioAnalysts shall retain all such books, records, documents and other materials for five (5) years following the completion of its performance under this Contract and any extension. Full access and examination to these Contract-related records shall be granted by BioAnalysts within such five (5) years.

6.4 **Assets Furnished or Financed.** Title to any and all property or other assets financed by or furnished through the UCSRB shall remain in the name of the respective UCSRB and shall be used exclusively by BioAnalysts for its performance of this Contract.

6.5 **Rights in Data and Work Product.** Unless otherwise agreed upon by the parties in writing, all data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, educational courses and materials and other work product which originates from BioAnalysts's performance of this Contract shall be "works for hire' and shall be the property of the UCSRB.

6.6 **Improper Influence.** BioAnalysts agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Contract. BioAnalysts agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Contract.

6.7 **Debarment Certification for Federally Funded Projects.** BioAnalysts certifies to the UCSRB that neither they nor their sub-contractors are suspended or debarred. Any contractor or sub-contractor of any contractor or sub-contractor from BioAnalysts certifies to BioAnalysts directly.

ARTICLE VII
DISPUTES

7.1 **Time.** Time is of the essence of this Contract.

7.2 **Contract Representative.** The UCSRB and BioAnalysts each hereby designate the person who has the authority and responsibility for administering this Contract. All notices regarding the performance or interpretation of this Contract shall be served on the following persons:

For the UCSRB:
Amanda Ward, Executive Director
UCSRB
123 Easy Street
Wenatchee, WA 98801

For BioAnalysts:
Tracy W. Hillman, Ph.D.
BioAnalysts, Inc.
4725 N Cloverdale Rd, Ste 102
Boise, ID 83713

7.3 **Legal Notices.** Legal notices relating to this Contract shall be delivered via USPS certified mail, postage pre-paid, as follows:

For the UCSRB:
Amanda Ward, Executive Director
UCSRB
123 Easy Street
Wenatchee, WA 98801

For BioAnalysts:
Tracy W. Hillman, Ph.D.
4725 N Cloverdale Rd, Ste 102
Boise, ID 83713

7.4 **Conflict**. In the event of a disagreement between the parties in interpreting this Contract, or a in the event of a conflict among the terms and conditions of this Contract and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable Washington case law, statutes and regulations; then
3. The terms and conditions of this Contract; then
4. The terms and conditions of the Statement of Work; then
5. Any other terms and conditions of this Contract attached hereto or otherwise incorporated by reference.

7.5 **Waiver Limited.** A waiver of any term or condition of this Contract must be in writing and signed by the party. Any express or implied waiver of a term or condition of this Contract 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.

7.6 **Compliance Review Process and Corrective Action.** In the event of BioAnalysts's non-compliance with any term or condition of this Contract, the UCSRB may provide written notice to BioAnalysts of its non-compliance. BioAnalysts shall have thirty (30) days from receipt of such written notice to implement fully corrective action and to provide adequate assurances of continuing future compliance: provided, that BioAnalysts shall have only three (3) business days to demonstrate its compliance and to provide adequate assurances if the non- compliance presents a clear violation of federal or state laws, rules or regulations specifically found to be of imminent concern and requiring immediate corrective action, a breach of the time limits for performance under this Contract, or an imminent loss of federal or state funding of this Contract. In the event BioAnalysts fails to take fully corrective action and to provide adequate assurances of future full compliance, the UCSRB may elect to immediately terminate this Contract on written notice to BioAnalysts.

7.7 **Dispute Resolution.** Disputes, other than those which relate to non-compliance requiring only a three (3) day notice pursuant to the preceding subparagraph, shall be mediated and, if mediation is unsuccessful, then submitted to advisory arbitration by a single mutually agreed-upon arbitrator.

7.8 **Property Return on Termination.** Upon the expiration or termination of this Contract, BioAnalysts shall return to the UCSRB any property of the UCSRB used by BioAnalysts towards the performance of this Contract.

7.9 **Attorney's Fees**. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, each party shall pay its own attorney's fees and other costs incurred in that action, arbitration or proceeding.

ARTICLE VIII
GENERAL PROVISIONS

8.1 **Assignment.**

(a) This Contract is personal to BioAnalysts. BioAnalysts may not assign its rights or delegate its duties under this Contract, whether by assignment, further contract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Contract.

(b) BioAnalysts shall not subcontract any work without prior approval of the UCSRB, except work specifically agreed upon at the time of the Contract. The UCSRB reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the Contract shall not relieve BioAnalysts of any responsibility under the Contract.

8.2 **Entire Contract**. This Contract constitutes the entire agreement between the UCSRB and BioAnalysts regarding the subject matter at issue. There are no understandings or agreements between UCSRB and BioAnalysts other than those set forth in this Contract and in the Exhibits. No other statement, representation or promise has been made to induce either party to enter into this Contract.

8.3 **Modification.** This Contract may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by authorized representatives of the parties.

8.4 **Invalid Provisions**. The invalidity or unenforceability of any particular term or provision of this Contract shall not affect the validity or enforceability of any other term or provision and this Contract shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

8.5 **Loss of Funding.** In the event that anticipated project funding from federal, state, county or other sources is withdrawn, reduced or limited in any way, the UCSRB may immediately terminate this Contract on written notice to the BioAnalysts.

8.6 Termination for Convenience. UCSRB may terminate the Contract in whole, or from time to time in part, whenever UCSRB determines that such termination is in the best interests of UCSRB. If the contract, or any portion thereof, is terminated for convenience, BioAnalysts shall be compensated for Work actually completed, direct costs necessarily and actually incurred by BioAnalysts in anticipation of performing the Work that has been deleted or terminated, provided that in no event shall the total payment exceed the total Contract price as modified by approved change orders less those amounts paid to BioAnalysts before the effective date of the termination.

UPPER COLUMBIA SALMON RECOVERY BOARD

DATED:_____

_____
Signature and Title of Authorized
Officer on Behalf of the UCSRB

BIOANALYSTS, INC.

DATED:_____

_____
Signature and Title of Authorized
Officer on Behalf of BioAnalysts

EXHIBIT "A"

SCOPE OF WORK
January 1, 2024 – December 31, 2024

UCRTT Facilitation and Prioritization Effort

BioAnalysts will support the Upper Columbia Salmon Recovery Board (UCSRB) in the capacity of current RTT Chair, providing services and support relating to the Bonneville Power Administration (BPA) Programmatic evaluation and Salmon Recovery Funding Board (SRFB) processes. Tasks and deliverables that BioAnalysts may be requested to provide under this scope of work include:

- Time and travel relating directly to the Salmon Recovery Funding Board (SRFB) Lead Entity (LE) processes.
- Support the BPA Programmatic evaluation process to provide detailed technical input to project proposals and ensuring regional science is aligned.
    - Includes concept development through pre-design (15%), project designs at 30%, potentially 60% and final (80%).
    - May include a review of habitat modelling results, life-stage periodicity charts, hydrographs and other data to support sponsor development of robust projects.
- Continue refining the Upper Columbia Habitat Prioritization tool and Barrier Prioritization tool.
- Use the results of prioritization to update the RTT Upper Columbia Biological Strategy.
- Work with the UCSRB, WATs, and IT to obtain input on prioritized habitat actions based on feasibility and challenges to implementation.
- Coordinate with RTT's committees/workgroups (e.g., MaDMC, prioritization, project review, etc.).
- Help produce and review documents related to RTT efforts, including prioritization and biological strategy, with support of UCSRB staff.

EXHIBIT “B”

BUDGET

Task	Budget
Contractor SOW (See Exhibit “A”) - billed per Rate Schedule below - may include travel and per diem	27,666
TOTAL	**$27,666**

Note: Personal vehicle, meals and lodging will be paid at the current US GSA rates.

EXHIBIT "C"
SPECIAL TERMS AND CONDITIONS

PAYMENT

1. Request for Reimbursement of Expenses.

   (a) BioAnalysts shall provide a report of activities by task for the invoice period, along with a detailed Request for Reimbursement detailing all actual expenses incurred by BioAnalysts to perform the services set forth in Exhibit "A" – Scope of Work and Exhibit "B" – Budget. Such actual expenses shall include, without limitation, all labor, including employer taxes and benefits, and subcontractors (if preapproved).
   (b) Expenses for the following items may be reimbursed with prior approval from the UCSRB:
      - Travel, lodging, meals, supplies and incidentals,
      - Meeting or field trip-related beverages and snacks, and
      - Indirect expenses at a rate agreed upon by both parties to the contract.
   (c) Conference fees and other expenses for training shall not be reimbursed.
   (d) Each Request for Reimbursement shall be sent monthly to Finance@ucsrb.org or the UCSRB at Attn: Accounting Manager, 123 Easy Street, Wenatchee, WA 98801.

2. Payment to BioAnalysts. The UCSRB shall pay BioAnalysts within sixty (60) days after receipt of each detailed Request for Reimbursement. Payments shall be sent to BioAnalysts, Inc., Attn: Tracy W. Hillman, Ph.D., 4725 N Cloverdale Rd, Ste 102, Boise, ID 83713.

3. Maximum Reimbursement. The total reimbursement paid to BioAnalysts during the term of this Contract shall not exceed $27,666 for the period January 1, 2023 – December 31, 2024.

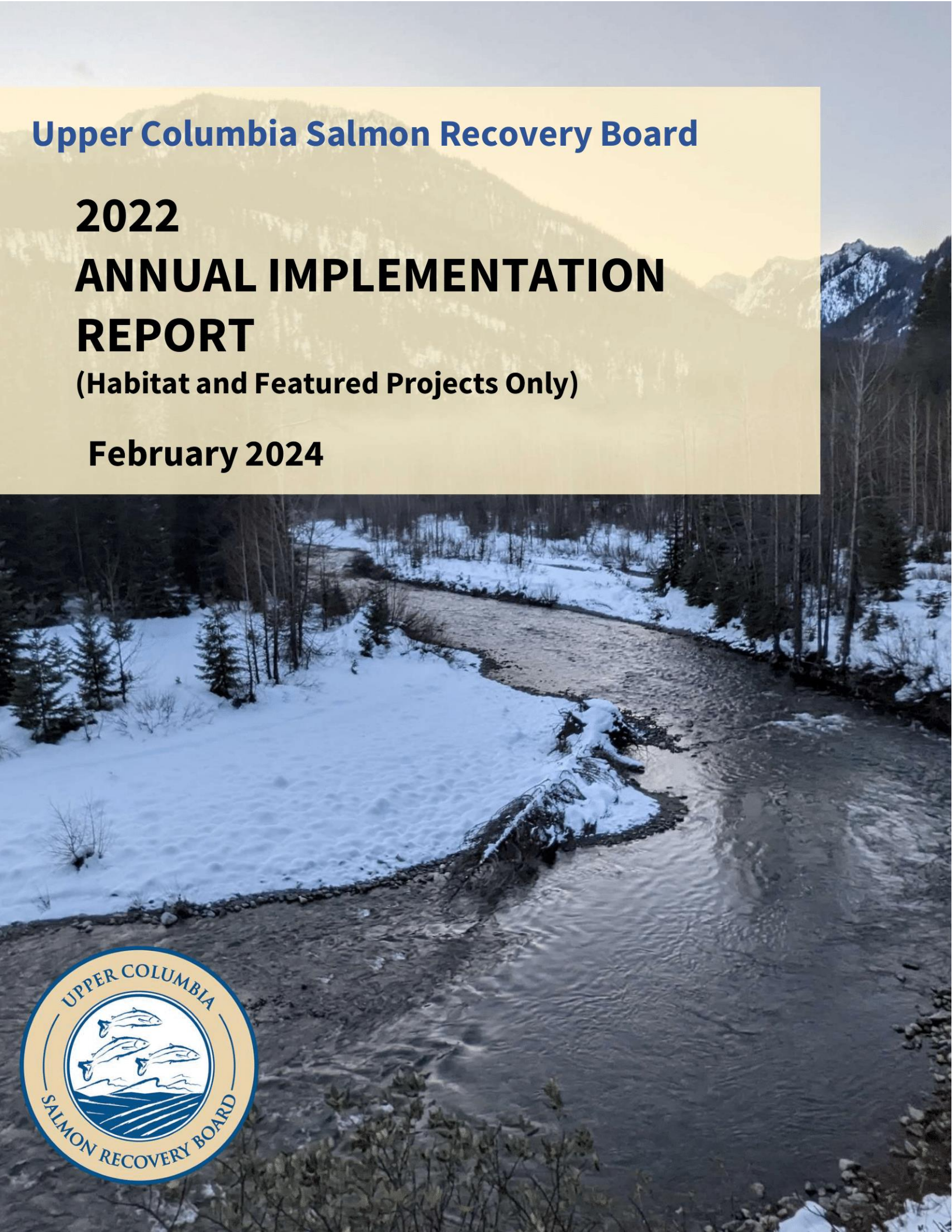
4. BioAnalysts's federal tax identification number is 82-0365382.

Upper Columbia Salmon Recovery Board

2022 ANNUAL IMPLEMENTATION REPORT

(Habitat and Featured Projects Only)

February 2024



Introduction

This *2022 Annual Implementation Report* summarizes work accomplished in the Upper Columbia Region and documents progress toward recovery of ESA-listed Steelhead and Spring Chinook stocks. The 2007 *Upper Columbia Spring Chinook Salmon and Steelhead Recovery Plan* (*Recovery Plan*) envisions an approach to recovery of Upper Columbia Spring Chinook and Steelhead populations. This requires comprehensive efforts across multiple management and geographic boundaries, with a focus on restoring degraded **Habitat**, addressing causes of mortality in the **Hydropower** system and migration corridor, mitigating the influence of fish **Hatcheries** on wild populations, and managing **Harvest** at sustainable levels. These four management sectors are often called the "Four Hs" of salmon recovery.

This 2022 Annual Implementation Report focuses on Habitat and provides a summary of actions taken to restore and protect habitat in the Upper Columbia, highlighting local efforts toward the recovery of viable Upper Columbia spring Chinook salmon and steelhead populations.

A subsequent version of the *Annual Implementation Report* will more detailed information on environmental conditions across habitats used by ESA-listed Upper Columbia salmon and steelhead for 2022 and will include a general overview relating to hydropower, hatchery, and harvest.

Habitat

Habitat restoration and protection projects in the Upper Columbia are tracked in the Salmon Recovery Portal database, administered by the State of Washington Governor's Salmon Recovery Office (GSRO). All habitat projects that could benefit salmon, steelhead, and bull trout, regardless of funder or sponsor, are tracked through this database. This information is used to track our progress toward implementing habitat goals in the *Upper Columbia Spring Chinook Salmon and Steelhead Recovery Plan (Recovery Plan)* and the *Upper Columbia Biological Strategy*.

In 2022, partners completed 28 projects across all four major subbasins (Figure 1), with 15 projects implemented in the Methow, 8 in the Wenatchee, 3 in the Entiat, and 1 in the Okanogan, as well as 1 in Squilchuck Creek. The number of projects completed in 2021 was 31. Of the completed projects 23 were restoration, 3 were assessment, 1 was design, 1 was outreach. Ther were zero protection projects.

2022 ACCOMPLISHMENTS

- 28 Projects completed
- 15.5 miles of stream treated
- 3 barriers removed
- 5.9 miles of stream opened
- 43 acres of off-channel/floodplain connected or added
- 1.8 acres of riparian trees planted
- 427 structures placed in channel
- 51 beavers relocated
- 2.5 miles of off-channel stream created

Since 1998, there have been 578 projects completed in the region, most of which (59%) were implemented within the last 11 years. The 28 projects completed in 2022 roughly aligns with the 10-year average of 30.8 projects per year. Over the past six years, an average of 20.5 projects have been completed annually. As noted in previous annual reports, the scope and scale of current projects is significant based on the cost of recently completed projects. The total project cost for all 28 projects in 2022 was $9 million (Figure 2), with 2 projects each exceeding $1 million in total project costs. The average funding amount per project was approximatly $335,000, which is below the 2021 average of $690,000. This was due to one project exceeding $9 million and four projects over $1 million. A complete list of projects completed in 2022 is provided in Attachment 1.

During 2022, UCSRB and regional partners made considerable strides in the ongoing effort to update the region's Barrier Prioritization Tool. This tool provides a consistent, repeatable, systematic and well-documented approach to prioritizing barrier corrections, similar to the region's Prioritization of all other project types. Factors that inform the barrier prioritization include colonization potential, miles of available habitat, barrier severity (% passable), connectivity (number of barriers downstream)

and habitat quality (temperature, sediment load, riparian condition, etc.). A noteworthy update to the Barrier Prioritization Tool was the expansion to include data from the Okanogan subbasin, which was informed by a barrier assessement completed in 2022 (see Okanogan subbasin featured project).

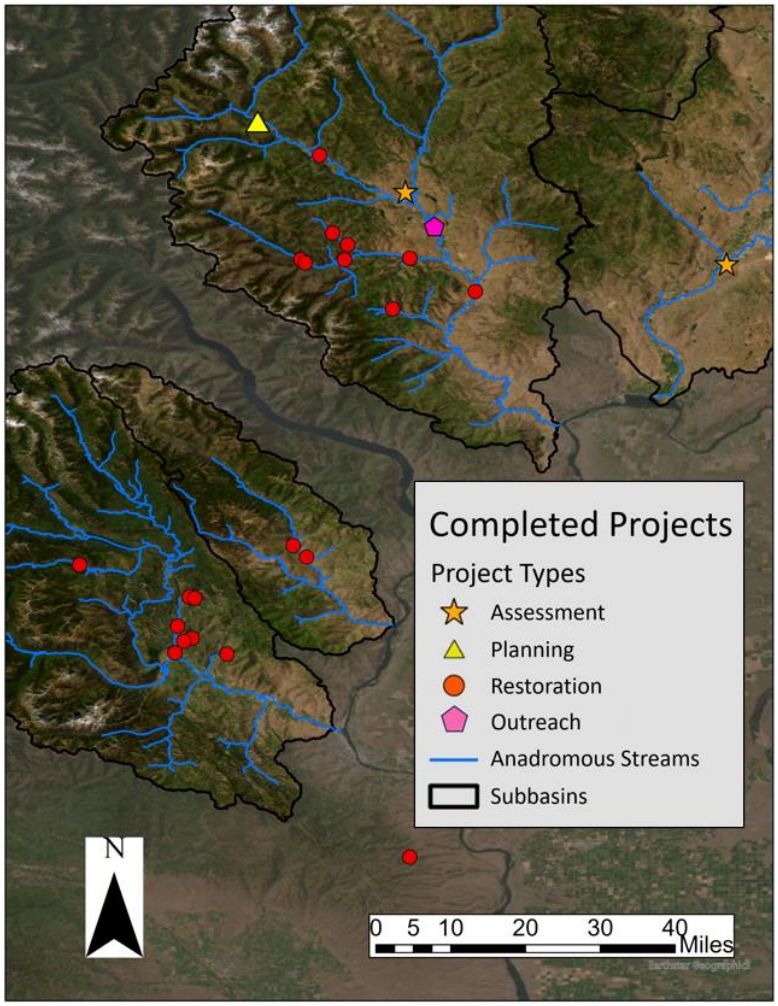


Figure 1. Map of the Upper Columbia region showing the location and type of projects completed in 2022 within each of the four major subbasins.

Most of the 2022 projects targeted ESA-listed Spring Chinook (16 of 28 projects) as the primary species of interest. Steelhead was the second most targeted species (9 of 28 projects). Bull Trout were listed as the secondary species benefiting in 13 of the 28 projects.

Several projects also listed benefits to unlisted species and stocks such as summer chinook, lamprey, redband trout, westslope cutthroat trout, and rainbow trout.

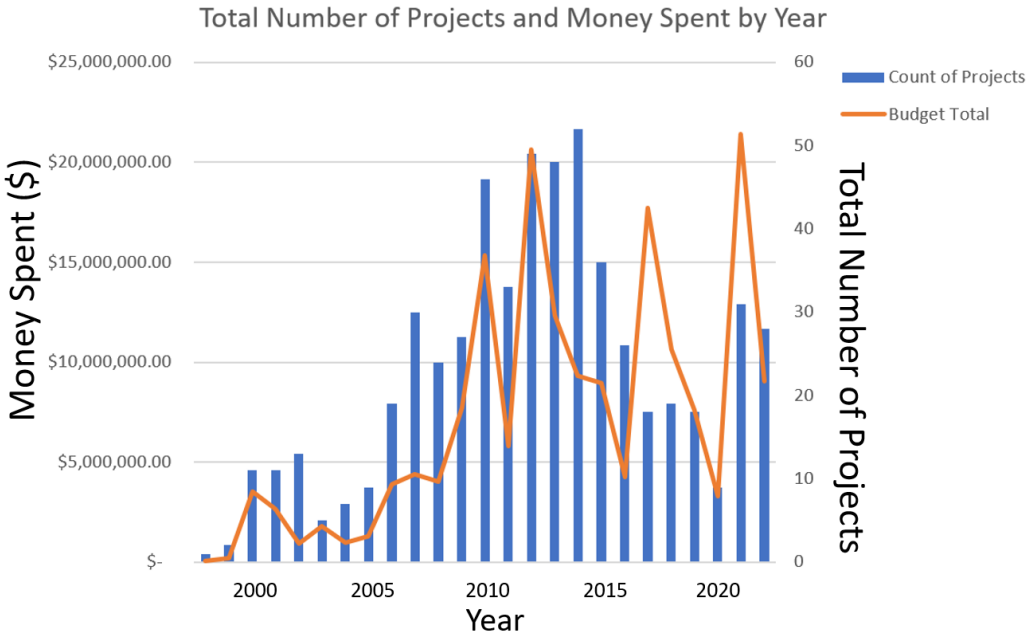


Figure 2. Total number of habitat projects completed (blue bars; right axis) and money spent in millions (orange line; left axis) annually from 1998 through 2022.

Featured Projects

The following section summarizes the projects completed in each subbasin in 2022 and highlights four projects that address the identified ecological concerns in those areas. These projects demonstrate the region's commitment to projects that benefit key species and their habitat needs.

Entiat Subbasin

Partners completed three projects in the Entiat subbasin in 2022 (see attachment 1)

Featured Project: Potato Creek Phase 2 (RM 0.6 to RM 1.6)



Cascadia CD, Trout Unlimited, Cascade Fisheries, and USFS staff install a series of 22 BDAs and PALS for Potato Creek in October of 2022. A look at the same BDA structure in February 2023 before freshet shows advanced floodplain inundation, stream bed aggradation, side channel activation, and channel widening.

Sponsor: Cascadia Conservation District

Location: Entiat River Potato Creek Assessment Unit (AU)

Funding: Total project cost: $33,695; $22,695 from the Washington State Conservation Commission Salmon Recovery Fund, $11,000 of in-kind match from the US Forest Service.

Outcomes: 22 BDA and PAL structures installed in-channel; 45 logs placed in-channel; 800 feet of reconnected floodplain, 0.5 acres of riparian planting.

Cascadia Conservation District in partnership with the US Forest Service, Trout Unlimited, and Cascade Fisheries installed the second phase of a low tech process-based restoration for Potato Creek in the fall of 2022. The creek has documented O. mykiss and, when combined with the 2020 Potato Creek Low Tech Restoration project, brings the total to 55 beaver dam analogs and post assisted log structures for the creek. These structures are designed to arrest incision and aggrading stream beds to reconnect floodplains, store water, add wood and complexity, and generate increased cold water flows for both the Potato Creek and the Entiat River. Currently, Potato Creek is flow limited and has sections of stream that go subsurface at base flow. Riparian plantings strengthen the cold-water benefits of the project. A relic beaver dam was also repaired in order to increase water storage and base flows. Beaver recolonization is also a desired long-term goal of this multi-phase, collaborative project.

Okanogan Subbasin

Partners completed one project in the Okanogan subbasin in 2022 (see attachment 1)

Featured Project: Okanogan Basin Barrier Assessment (19-1471)



The photo above is a previously corrected barrier in the Okanogan subbasin along Antoine Creek. The data produced in the Okanogan Basin Barrier Assessment will help inform future opportunities to improve fish passage, like displayed above in Antoine Creek.

Sponsor: Cascade Fisheries

Location: Widespread – Okanogan Subbasin

Funding: Total project cost: $235,694; $189,276 from Salmon Recovery Funding Board; $46,418 in match from Confederated Tribes of the Colville Reservation

Outcomes: 350 miles of stream assessed; 537 fish passage impediments identified

Cascade Fisheries FEG, in cooperation with WDFW, conducted a comprehensive fish passage barrier assessment throughout the Okanogan subbasin. With the completion of this assessment, the entire Upper Columbia region now has current and comprehensive fish passage data. Having a complete understanding of fish passage in the UC allows the Region to prioritize investments and leverage funding to systematically repair/remove fish passage barriers.

Methow Subbasin

Partners completed 15 projects in the Okanogan subbasin in 2022 (see attachment 1)

Featured Project: Alder Creek Floodplain Restoration 20-1457

Left Photo:

Sponsor: Yakama Nation

Location: Methow River – Alder Creek

Funding: Total project cost: $774,847; $187,456 from Salmon Recovery Funding Board; $149,967 Wells Habitat Conservation Plan; $442,424.12 BPA Accord



The new side channel post construction

Outcomes: 0.5 total miles of instream habitat treated; 14 structures placed in channel; 6.5 acres of off-channel/floodplain connected or added; 0.5 miles of off-channel stream created or connected; 0.25 miles of channel treated for channel reconfiguration and connectivity

The Alder Creek Floodplain project is located on Washington State Department of Fish and Wildlife (WDFW) property on the Alder Creek Floodplain (Methow River RM 34-34.5 river right floodplain). This project was developed in collaboration with WDFW and WA Department of Natural Resources (DNR). Designed elements addressed ecological concerns in the reach including peripheral and transitional habitats (Side channel and Wetland Habitat Conditions) and channel structure and form (Instream Structural Complexity/Bed and Channel Form).



Photo: Engineered log jam immediately downstream of new side channel excavation

The primary project element included select excavation and apex log jam placement to encourage the creation of a perennial side channel. This 1400' side channel will create a perennial connection to natural groundwater upwelling areas, providing excellent summer and winter thermal refugia for juvenile Spring Chinook and steelhead. Large wood structures placed within this side channel create cover and promote pool formation. Finally, a planting plan was implemented for the project, which will result in improved riparian habitat.

Wenatchee Subbasin

Partners completed eight projects in the Wenatchee subbasin in 2022 (see attachment 1)

Featured Project: Merritt Oxbow Reconnection Restoration (20-1447)

Sponsor: Cascade Fisheries

Location: Nason Creek Lower 10 Assessment Unit (AU)

Funding: Total project cost: $805,000; $460,000 from Salmon Recovery Funding Board; $345,000 match from Bonneville Power Administration.

Outcomes: 4.3 miles of off-channel stream created; 0.28 miles of instream habitat treated; 24 structures placed in channel; 1.1 acres of riparian planting; 2.7 acres of off-channel floodplain connected or added



Use of heavy equipment is common in large-scale restoration projects. Here the contractor carefully works instream to build the constructed riffle, which increased the elevation of Nason Creek to ensure water flows through the newly created side channel.

This restoration project addressed high priority ecological concerns in Nason Creek by establishing a perennial side channel with connection to off channel wetland habitat, installing wood structures to increase instream complexity and habitat, and establishing riparian vegetation in the floodplain and newly created side channel. The project is located on Chelan-Douglas Land Trust property at RM 10.8 - 11 on Nason Creek. The project benefits ESA listed Spring Chinook salmon, steelhead, and bull trout in Nason Creek, among other non-listed species.



This aerial photo displays the Merritt Oxbow worksite, flowing left to right. The arrow on left (facing right) points to the newly created perennial side channel that connects to the pre-existing oxbow. The arrow on the bottom (facing up) points to the constructed riffle site shown in the top photo.

Attachment 1

Table of Information for Projects Completed in 2022

List of projects completed in 2022. Source: Salmon Recovery Portal database (September 2022). CCD = Cascadia Conservation District; CCNRD= Chelan Country Natural Resources Department; CF= Cascade Fisheries; CTCR = Confederated Tribes of the Colville Reservation; MSRF= Methow Salmon Recovery Foundation, OCD= Okanogan Conservation District; TU = Trout Unlimited; YN = Yakama Nation.

SRP Project ID*	Subbasin	Project Name	Project Type	Start Year	End Year	Total Budget	Project Sponsor
TBD	Wenatchee	Squilchuck BDA & Riparian P1	Restoration	2022	2022	$ 24,000.00	CCD
TBD	Wenatchee	Chumstick Creek (Merry Canyon)	Restoration	2022	2022	$ 18,000.00	CCD
22-89430	Wenatchee	Chumstick Riparian & BDA Restoration	Restoration	2022	2022	$ 68,000.00	CCD
22-89467	Wenatchee	Eagle Creek Restoration RM 1.7	Restoration	2022	2022	$ 48,000.00	CCD
17-1336	Wenatchee	Thorn - Chumstick Cr - R16 (FFFPP)	Restoration	2020	2022	$ 158,745.13	CF
20-1447	Wenatchee	Merrit Oxbow Reconnection Restoration	Restoration	2020	2022	$ 723,667.00	CF
15-1274	Wenatchee	Stroud - Derby Creek	Restoration	2020	2022	$ 123,535.00	CF
21-85832	Wenatchee	Alluvial Water Storage Project - Eagle Creek	Restoration	2020	2022	$ 150,000.00	CCNRD
19-1584	Wenatchee	CCNRD Chumstick Creek Fish Passage Barrier Removal (2) - RM 0.52 and RM 1.48	Restoration	2019	2022	$ 524,155.93	CCNRD
TBD	Entiat	Potato Creek Phase 2 (RM 0.6 to RM 1.6)	Restoration	2022	2022	$ 33,695.00	CCD
18-1814	Entiat	CCNRD Cottonwood Flats - Entiat Floodplain Restoration	Restoration	2018	2022	$ 539,652.59	CCNRD
19-1470	Methow	Upper Methow Assess/ Design & Protection Strategy	Planning/ Assessment	2019	2022	$ 83,691.17	CF
SRP-21-82449	Methow	CCT Little Bridge Creek LW supplementation and BDA installation	Restoration	2021	2022	$ 300,000.00	CTCR
TBD	Methow	CCT Twisp River LW supplementation	Restoration	2021	2022	$ 1,200,000.00	CTCR
19-1488	Methow	Fuller Side Channel Well Conversion	Restoration	2019	2022	$ 43,917.00	MSRF
18-1856	Methow	Methow Beavers and Anadromy (see note - right)	Restoration	2018	2022	$ 252,002.00	MSRF
18-1808	Methow	Methow Watershed Riparian Stewardship II	Restoration	2018	2022	$ 114,528.00	MSRF
TBD	Methow	Methow Thermal Refugia Restoration Assessment	Assessment	2021	2022	$ 40,466.94	MSRF
TBD	Methow	Community Based Outreach in the Methow	Outreach	2021	2022	$ 1,743.14	MSRF
TBD	Methow and Entiat	EXP PLCI MSRF Lamprey Use of Salmon Restoration Projects	Assessment	2021	2022	$ 40,082.00	MSRF
TBD	Methow	Ben Canyon Fish Passage	Fish Passage	2022	2022	$ 889,000.00	TU

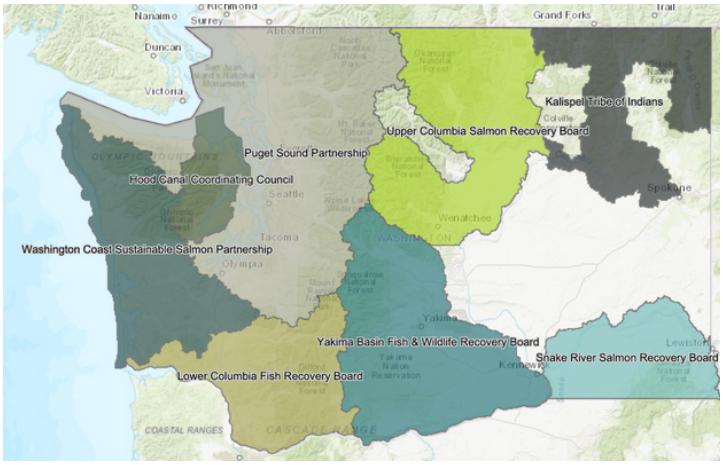
Attachment 1 table ctd:

SRP Project ID*	Subbasin	Project Name	Project Type	Start Year	End Year	Total Budget	Project Sponsor
21-1176	Methow	Lower Little Bridge Creek Wood Restoration	Restoration	2021	2022	$ 402,098.00	YN
21-1175	Methow	Mystery & War Creeks Reach Wood Restoration	Restoration	2021	2022	$ 1,351,670.00	YN
21-1174	Methow	Twisp Horseshoe Floodplain Restoration	Restoration	2021	2022	$ 380,200.00	YN
20-1457	Methow	Alder Creek Floodplain Restoration	Restoration	2020	2022	$ 774,847.00	YN
TBD	Methow	Methow River Suspension Reach	Restoration	2021	2022	$ 535,000.00	YN
19-1471	Okanogan	Okanogan Basin Barrier Assessment	Assessment	2019	2022	$ 235,694.00	CF

*Project ID listed as TBD will be entered into SRP before final release of the entire annual report.

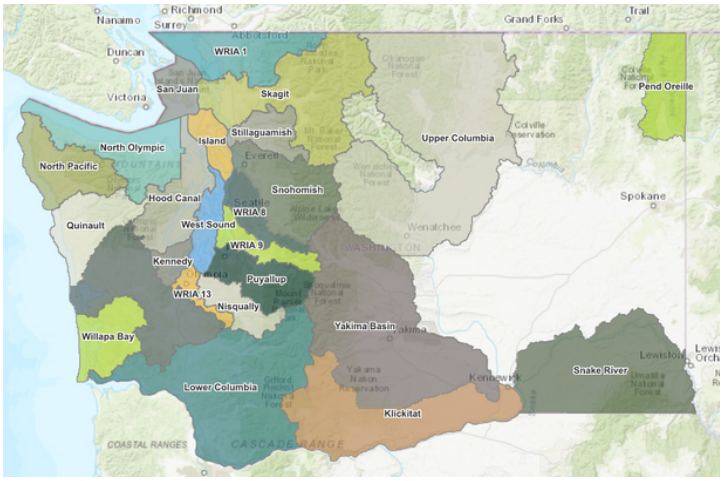
Working Together for Salmon Recovery

WHO WE ARE



The **Council of Regions** brings together WA's seven Salmon Recovery Regional Organizations. The regions were created by local and tribal governments in partnership with the Governor's Salmon Recovery Office to:

- Give local communities a powerful shared voice in salmon recovery.
- Work with NOAA Fisheries to craft and implement regional recovery plans for listed and at-risk fish.
- Coordinate with Lead Entities to oversee SRFB habitat funds for recovery plan implementation.



The **Washington Salmon Coalition** supports WA's twenty six Salmon Recovery Lead Entities, established by RCW 77.85 to:

- Coordinate prioritization and implementation of SRFB funded habitat restoration and protection projects.
- Bring together tribes, federal and state agencies, local governments, nonprofits, businesses, technical experts, and community members.
- Steward scientifically-sound decision making to recover fish and support local economies.



The **Regional Fisheries Coalition** represents WA's fourteen Regional Fisheries Enhancement Groups, established by RCW 77.95 to:

- Sponsor and complete large scale habitat restoration and fish passage barrier removal projects by leveraging state and federal funding.
- Coordinate robust education, outreach, and volunteer programs to engage communities in salmon recovery.
- The 2023 Annual Report is now available at: 2022-23.regionalfisheriescoalition.org.

Our Shared Priorities

1. SUPPORT INCREASED FUNDING FOR CRITICAL SALMON RECOVERY PROJECTS AND PROGRAMS

SUPPORT FUNDING IN THE GOVERNOR'S 2024 SUPPLEMENTAL BUDGET:

✓ RECREATION AND CONSERVATION OFFICE

- $25 million for the Salmon Recovery Funding Board to close the funding gap for projects, administration, lead entity capacity, and RFEGs project planning costs. *Capital Budget*
- $22 million for the Brian Abbott Fish Barrier Removal Board to fund fish passage barrier removal projects. *Capital Budget*
- $11 million for the Estuary and Salmon Restoration Program. *Capital Budget*
- $7.56 million for the Washington Coastal Restoration and Resiliency Initiative. *Capital Budget*

SUPPORT ADDITIONAL FUNDING FOR:

✓ STATE CONSERVATION COMMISSION

- $10 million for conservation technical assistance supporting salmon recovery, clean water, and habitat restoration. *Capital Budget*

✓ OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION

- Continue, and expand, the Salmon in the Schools program, educating students across WA in salmon recovery. *Operating Budget*

2. REMOVE MATCH REQUIREMENTS FOR ALL SALMON RECOVERY FUNDING PROGRAMS TO ENSURE ACCESS AND EQUITY

- Match requirements are both a financial barrier to accessing state funds and an administrative burden to project sponsors, resulting in increased costs and delays to the implementation of important projects.
- Removing match requirements ensures the equitable, efficient, and effective distribution and use of state funds.

3. IMPROVE COORDINATION AND STREAMLINE PERMITTING PROCESSES FOR SALMON RECOVERY PROJECTS

- Inefficient and unpredictable permitting processes increase costs and delay projects.
- Improved coordination between local, state, and federal permitting agencies is needed to increase efficiency, predictability, and consistency, which helps expedite project completion.

Council of Regions:
Alex Conley
aconley@ybfwrb.org
(509) 453-4104

Washington Salmon Coalition:
Mike Lithgow
mlithgow@kalispeltribe.com
(509) 370-8794

Regional Fisheries Coalition:
Brynn Brady
brynn@ceibaconsulting.com
(253) 686-3387

DRAFT - UCSRB 2024 Executive & Finance Committee Meeting Schedule

Date	Meeting Type	Time	Committee
February 14, 2024	Webinar	8 AM to 9 AM	Finance Committee
February 14, 2024	Webinar	9 AM to 10 AM	Executive Committee
April 10, 2024	Webinar	8 AM to 9 AM	Finance Committee
April 10, 2024	Webinar	9 AM to 10 AM	Executive Committee
June 12, 2024	Webinar	8 AM to 9 AM	Finance Committee
June 12, 2024	Webinar	9 AM to 10 AM	Executive Committee
September 11, 2024	Webinar	8 AM to 9 AM	Finance Committee
September 11, 2024	Webinar	9 AM to 10 AM	Executive Committee
November 20, 2024	Webinar	8 AM to 9 AM	Finance Committee
November 20, 2024	Webinar	9 AM to 10 AM	Executive Committee

Draft - UCSRB 2024 Board Meeting Schedule

Date	*Meeting Type	Time	Location
February 22, 2024	In-Person	9 AM to 3 PM	Douglas County Transportation and Land Services Building
April 25, 2024	In-Person	9 AM to 3 PM	Douglas County Transportation and Land Services Building
June 27, 2024	In-Person	9 AM to 3 PM	Douglas County Transportation and Land Services Building
September 26, 2024	In-Person	9 AM to 3 PM	Douglas County Transportation and Land Services Building
December 12, 2024	In-Person	9 AM to 3 PM	Douglas County Transportation and Land Services Building