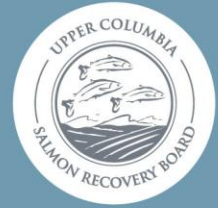


Working to restore viable and sustainable populations of salmon, steelhead and other at-risk species through collaborative, economically sensitive efforts, combined resources, and wise resource management of the Upper Columbia Region.



DRAFT AGENDA

UCSRB Directors' Meeting
Douglas County Transportation and Land Services Building
140 19th St NW A, East Wenatchee, WA 98802
Thursday, June 26, 2025 9:00 AM – 3:00 PM

[Join Virtual Meeting](#)

Meeting ID: 833 0917 2056 Passcode: 872016

Time	Topic	Presenter
9:00 am	Welcome and Introductions	Chair Shon Smith
9:05 am	Regular Business Approve June 26, 2025 Board Meeting Agenda Approve April 24, 2025 Board Meeting Summary	Chair Smith Directors Directors
9:10 am	Public Questions and Comments	
9:15 am	Financial Reports - Overview of Financial Reports - Disbursement and revenue summaries for April and May 2025 - End of year SAO BARS report - Federal audit – August 2025 - Questions and discussion Approve disbursement and revenue summaries for April and May 2025 Bank Signature Resolution UCSRB #25-001 - Questions and Discussion Approve and Sign Bank Signature Resolution UCSRB #25-001	Julie Foss Directors Amanda Ward, Julie Foss Directors
9:45 am	Review new RCO contract (SRFB – LE) Approve and sign 2025-27 RCO contract RCO Applicant Resolution/Authorization UCSRB #25-002 - RCO Electronic Signature Authorization - Questions and Discussion Approve and sign RCO Applicant Resolution/Authorization UCSRB# 25-002	Amanda Ward Directors Amanda Ward Directors Directors

	Contract reviews – BPA, CCT (FY26) YN - Lichen contract – BPA amendment Approve and sign Lichen contract Budget updates – State, Federal • UCSRB 2026 Science conference (?) • Questions and discussion	Amanda Ward Directors
10:15	Legislative strategy and fall project tour update • Questions and discussion	Gabby Vermeire Directors
10:25	Outreach Coordinator and Program Assistant hiring update • Questions and discussion	Amanda Ward Directors
10:30 am	Break	
10:40	UCSRB Internal Policies Forms • UCSRB Operations Manual updates ○ Questions and discussion ○ Approve Operations Manual updates • UCSRB Bylaws ○ Questions and discussion ○ Approve UCSRB Bylaws • Executive Committee Charters ○ Questions and discussion ○ Approve Executive Committee Charters • Board of Directors Conflict of Interest form ○ Questions and discussion ○ Sign Board of Directors Conflict of Interest form	Amanda Ward Directors Directors Directors Directors Directors Directors Directors Directors
11:15	Board Member Handbook • Questions and Discussion	Amanda Ward Directors
11:30 am	Lunch	
1:00 pm	Presentation: UCSRB Small Grants – Cascadia Conservation District • Questions and Discussion	Laura Rivera, CCD Directors
1.30 pm	Presentation: UCSRB Small Grants – Chelan County Natural Resources Department • Questions and Discussion	Mike Kane, CCNRD Directors
2:00 pm	Presentation: UCSRB Small Grants – Team Naturaleza? • Questions and Discussion	
3:00 pm	Meeting Adjourns	Chair

April 24, 2025

Draft UCSRB Board of Directors Mtg. Summary

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

9:00 am to 3:00 pm



Formal Approvals

Item	Action-Decision
Agenda for April 24, 2025 Board of Directors Meeting	Approved and posted online at: UCSRB Agenda
Summary for February 20, 2025 Board of Directors Meeting	Approved and posted online at: UCSRB Summary
Disbursement summary for January, February, and March 2025	Approved
Revenue summary for January, February, and March 2025	Approved
DNR amendment	Approved
WSU contract	Approved
UCSRB letter re. PCSRF funding	Approved
Letter of support for CCT – Chief Joseph Hatchery third water source	Not approved
Letter of support – CRITFC pinniped management	Approved
WDFW letter of support for DFW Quagga and Zebra Mussel appropriations	Approved
UCSRB Policy manual updates	Approved

Present: Board Chair Commissioner Shon Smith (Chelan County), Vice Chair Shannon Adams (Yakama Nation), Treasurer Commissioner Randy Smith (Douglas County), Charles “Chuck” Brushwood (Colville Confederated Tribes), Commissioner Andy Hover (Okanogan County)

UCSRB Executive Director: Amanda Ward

UCSRB Staff: Ryan Niemeyer, Ariel Edwards, Julie Foss, Meghan Camp, Karen Berg, Gabby Vermeire

Others Present: Kyle Tidewell (USACE), Paul Ward (CRITFC), Elizabeth Spaulding (GSRO), Tom Kahler (Chelan PUD), Chris Johnson (MSRF), Elaine Sivey (member of the public)

1. Welcome and Introductions

Chair Smith welcomed everyone to the meeting at 9:00 am and participants in person and online introduced themselves.

2. Regular Business

Chair Smith reviewed the agenda for the meeting and asked if there were any corrections or additional items to be added to the agenda. The meeting summary from the February 20, 2025 Board of Directors meeting was shared. Chuck Brushwood noted that the date on the summary header was incorrect.

Chuck Brushwood made a motion to approve the April 24, 2025 agenda as amended and the February 20 2025 Board of Directors meeting summary as amended to have the correct date on the heading. Commissioner Hover seconded the motion and all approved.

3. Finance and Operations

Finance Manager Julie Foss presented UCSRB’s financial reports.

Statement of Financial Position – as of March 31, 2025

Julie reviewed the financial report comparing the organization's financial standing to the same time last year. She said nothing was out of the ordinary. Vouchering on a monthly retains healthy financial statement. The turnaround time from invoice to payment is within 30 days.

Budget vs. Actual – as of March 31, 2025

Julie reported that we were exactly halfway through the period of the original budget developed last year. Revenue is at 48% of projected for the year. Expenditures are aligned for this period of the budget. Board engagement is falling under budget but there are opportunities for more engagement later in the year. Consultant data collection stood at 90% due to the timing of when work is done, and it was not expected to come in over-budget.

Members present discussed splitting training and travel into two line items. Julie said those items could be displayed separately in future budgets.

Current Grant Activity - as of March 31, 2025

Julie reported on activity in current UCSRB income contracts and grants.

BEF – This grant has expired and will not be renewed.

BPA – We are running a little under budget on expending this contract, but we expect to get caught up by the end of the contract with the flow of work and increased expenditures for subcontractors.

CCT – This contract was fully executed this week and goes through October 2025. It funds NOAA HARP modeling, Okanogan base application, and planning for the 2026 science conference. The amount was reduced to \$19K. Ryan Niemeyer is currently working on the 2026 grant.

DNR – We expect to expend 100% of this grant, which ends June 30, 2025. It funds Karen Berg's work for the NCWFHC. Extra funds from this contract will be used to subcontract Resilient Forestry to do drone monitoring on stands in the Upper Wenatchee Pilot Project. Funding for this grant has been paused across the state due to state budget issues. Karen and Amanda are looking into other funding sources for the future.

USFS – This contract will take over some of the Forest Collaborative expenses not covered by DNR's grant.

RCO admin/LE – We were granted a 2-month grace period through the end of August to spend down these grants.

TWS – This grant funds NCWFHC expenses outside of personnel.

WSU – This grant funds Meghan Camp's time for work with WSU graduate students and needs to be renewed every year.

YN – There are no updates on this grant, which expires September 2025.

Operating Reserve Activity - as of March 31, 2025

Julie reported there was little activity in the operating reserve outside cashing in a \$50 credit card rebate. Amanda and Julie decided to move \$50K from the Wheatland Bank checking account into our money market account to capture more interest. She noted that we can move money back and forth between our Wheatland accounts without being penalized.

Disbursement summaries – January, February, March 2025

Julie said nothing was out of the ordinary in regards to the organization expenditures.

Revenue summaries - January, February, March 2025

Julie noted that the total revenue was not displayed on the report, but that the total is \$256, 034.16.

Commissioner Agnew made a motion to approve the disbursements and revenue summaries for January, February, and March 2025 as presented Chuck Brushwood seconded the motion and all approved.

4. Contracts – Status and Updates

DNR contract amendment

This amendment approves using excess DNR grant funds to subcontract Resilient Forestry to do drone monitoring work on treated stands in the Upper Wenatchee Pilot Project area. Amanda Ward said that members agreed at the last Executive Committee meeting that Chair Smith could sign the contract before the Board meeting due to the time-sensitive nature of the contractor preparing for work. We are asking the Board for formal approval of the amendment today.

Commissioner Hover made a motion to approve the DNR grant amendment. Commissioner Agnew seconded the motion and all approved.

WSU Contract

Amanda said that this contract, which funds only Meghan's work as described in the grant review, is for Year 2 of a 4-year contract. The Board discussed the role of UCSRB in holding this contract. Amanda said UCSRB is the fiscal agent.

Commissioner Hover made a motion to approve the WSU contract. Chuck Brushwood seconded the motion and all approved.

5. Budget updates – State, federal

Amanda Ward reported on the status of impacts and potential impacts from the federal and state budgets and noted that there were many moving pieces with both at this time.

- State budget
 - RCO advised they will be removing \$20k from the operating budget between five salmon recovery regional organizations over the next two years. Amanda estimates that UCSRB's loss would be about \$2k a year, which she believes is manageable.
 - Amanda learned last Friday that the Senate operating budget proposed removing \$30-million of funding previously allocated to projects in 2022.
 - Commissioner Hover said he was concerned about the impacts this could have on project contracts, especially as money was effectively already spent, allocated or used as match.
 - Elizabeth Spaulding from GSRO said that it was "all hands on deck" mobilization to respond to this issue in her office. She noted it had been an exceptionally difficult budget year and the projections continue getting worse.

- Amanda added that all regions were mobilized and concerned about this.
 - Chris Johnson from MSRF reported that his organization had \$8,000 in supplies sitting on site for a project affected by this proposal, and that pulling contracts back means the year's work could be lost and they would lose the project match. MSRF has \$13 million tied up in projects, and he's not sure about the penalties for breaking contracts. Chris said pulling a contract would damage MSRF's reputation and ability to do work in Okanogan county. Chris shared a graphic showing the breakdown of allocated funds and project expenditures by county and how it gets spent in local communities.
 - Vice Chair Adams asked if this might result in lawsuits.
 - Chris noted that the reason it often takes up to 5 years to spend allocated funding is that a project's work timeline usually draws down on funds more quickly towards the end of the project during the on-the-ground implementation phase.
- Federal Funding
 - Amanda said that there is considerable concern relating to the potential for federal NOAA PCSRF funding to be cut. Washington received \$26 million in PCSRF funding last year, \$2.9 million of which went to fund projects in the Upper Columbia. UCSRB itself receives \$435K a year from PCSRF for our administrative budget. She noted the federal budget won't be decided until early next year.
 - Several efforts to request continued PCSRF funding have already been mobilized, including a letter from the 5 states that receive this bi-partisan funding, a joint COR member letter, and a letter from the UCSRB. Jeannie Abbott from RCO has also asked Amanda to provide a draft of a "bare bones budget" to help inform the ask for continued funding.
 - Amanda presented UCSRB's draft letter:
 - Board members discussed the need to emphasize certain points about salmon recovery and economic benefits for the region that would be convincing for the appropriate audience, i.e. Washington's congressional delegation.
 - Commissioner Hover said it would be good to emphasize that the work also improves irrigation, has benefits to agriculture, and improves water efficiencies.
 - Vice Chair Adams added that in the 1980s and 90s when human activities were drying up streams, we learned how important salmon are to our ecosystems. While we tried to replace salmon losses with nutrient dumping, it's not the same as what the salmon provide naturally to the ecosystem.
 - Chuck noted that every time he had been to D.C. to advocate for salmon recovery, they had recognized the outsize importance of PCSRF funding to our work.
 - Amanda will revise the UCSRB letter and reach out to Board members individually for feedback.
 - Elizabeth Spaulding noted that Erik Neatherlin will be in D.C. next week and PCSRF funding is a priority.

Chuck Brushwood made a motion to approve the UCSRB letter to be signed by all Board members and sent to Washington's Congressional delegation. Vice Chair Adams seconded the motion and all approved.

Letters of support for PCSRF funding FY 2026 and beyond: Joint COR letter; UCSRB letter

Amanda said that COR was seeking feedback on the draft letter at this time. As for the UCSRB letter regarding PCSRF funding, the COR letter is addressed to members of Washington's congressional delegation and describes the profound role PCSRF funding plays in salmon recovery for the state.

Commissioner Hover said that it might be more persuasive to frame the jobs created by salmon recovery as jobs per dollar spent and include the downstream effects of job creation for businesses contracted through salmon recovery projects.

Chair Smith asked if it would be best to approve the final letter through email. Amanda agreed to send the final letter to the Board before final approval.

Commissioner Agnew made a motion to approve Chair Smith signing the final draft of COR letter once it has been reviewed by all Board members. Commissioner Hover seconded the motion and all approved.

6. Letter of support for CCT – Chief Joseph Hatchery third water source

Chuck briefly described CCT's request regarding a third water source for Chief Joseph Hatchery. The hatchery needs more water in order to produce an adequate amount of fish and is requesting a grant to complete a project to access a third water source for the hatchery.

Vice Chair Adams advised that, due to a Yakama Nation resolution, she is not able to vote in favor of this letter. Members discussed how to move forward, and the UCSRB guidelines for voting, which was determined is on a consensus basis. One Board member was not in agreement, therefore the motion did not pass.

Members discussed the county commissioners speaking to other commissioners from their respective counties about signing the letter.

7. Letter of support for DFW Quagga and Zebra Mussel appropriations

Amanda presented two letters both asking for continued federal funding for efforts to monitor and prevent the spread of invasive zebra and Quagga mussels in Washington state, one from WDFW and one from UCSRB.

Board members discussed if the WDFW letter was asking for new funding and where funding was coming from. Commissioner Hover suggested that boating fees should be funding this work. Commissioner Agnew asked how funding was tied to deliverables in this grant.

Amanda said that the UCSRB letter emphasized different, region-specific points about the threat of the invasive species.

Commissioner Hover made a motion to approve the Executive Director signing the WDFW letter. Chuck Brushwood seconded the amended motion and all approved.

8. NPCC – Request for recommendations to amend the Columbia River Basin Fish and Wildlife Program

The Northwest Power and Conservation Council is seeking recommendations on its Fish and Wildlife program by May 19. Amanda said that staff had discussed recommendations on the program, and that

their recommendations were in alignment with those in the Independent Scientific Advisory Board's (ISAB) review. Amanda said we would also make sure that any submitted comments were aligned with COR comments but noted that COR comments have not historically been adopted by the program.

Staff comments and recommendations included more money for monitoring, assisting BPA in filling a vacant position for the Upper Columbia, and developing clear predator management strategies.

Amanda will send final comments by email to the Board prior to submitting.

9. Letter of support - CRITFC

Amanda presented a letter from CRITFC asking for funding for their pinniped predation management program. Paul Ward will be speaking about the program and the threat to salmon recovery from pinnipeds in the second half of the meeting.

Board members discussed the benefits of minimizing pinniped predation to efforts to recover salmon populations in our region.

Commissioner Hover made a motion to approve signing the CRITFC letter. Vice Chair Adams seconded the motion and all approved.

10. UCSRB Policy manual updates

Amanda presented the UCSRB policy manual with her tracked revisions as well as an executive summary of updates to the manual. She noted that she had added a furlough/layoff policy to the manual since it was presented at the last meeting. Vice Chair Adams suggested a paid leave policy for jury duty. Amanda said this was an option if it became an issue.

Commissioner Hover made a motion to approve the updated UCSRB policy manual. Chuck Brushwood seconded the motion and all approved.

11. Economic review – Upper Columbia/Columbia Basin

Amanda said that the idea for creating an updated economic impact report came out of a Columbia Basin COR meeting, when it was noted that economic numbers related to salmon recovery were 10 years old. A report would give us updated numbers to use for messaging, including continued funding. Amanda noted that at least five other regions were on board with obtaining an updated report, however it had dropped in her priority list since more urgent funding issues arose.

Amanda said she has the scope of work for the previous 2014 RCO/Snake River report that could be updated for current needs, and that the cost would potentially be more reasonable if split between the participating regions.

Commissioner Agnew asked what numbers would be included in the report. Amanda said that metrics would include money spent, money generated for the local community, and local jobs created. Commissioner Agnew suggested it might be useful to break things down to the County level, if possible. Ariel Edwards noted it would be helpful to know how money breaks down by region. Amanda noted the

report could be statewide, Columbia basin-wide, and/or region-wide, and that she would continue discussions on this with her counterparts at COR.

12. Legislative Strategy discussion

Amanda presented the Board with a draft short and long term legislative strategy developed by staff in response to a Board request at the February Board meeting.

After reviewing the document, Chuck Brushwood noted it was a good start in terms of the “what” for our strategy, and that the specificities and logistics around the “how” to implement it would be next to tackle.

For example, deadlines to comment on bills moving through the state legislature and creating a Gantt chart with tasks and timelines.

Commissioner Hover said that it would be good to develop a procedure for when timely issues arise between Board meetings. He suggested that the Board chair could call special meetings over Zoom to approve these items. He added that advocating for continued funding for UCSRB itself should be easy to approve but that advocating for other more specific requests (e.g. where specific projects are concerned) would require more discussion.

Chuck noted the need for OPMA compliance if special meetings were called.

Members discussed how to identify organization priorities that the Board can give discretion to the ED for making decisions on. It was noted that it would also be good practice to have “after action review,” or to make time to review opportunities where we could have weighed in on a policy but didn’t. Amanda suggested that this be a regular Board meeting item.

Chair Smith said he would be leaving for another meeting. He handed off leadership of the meeting to Vice Chair Adams before breaking for lunch.

Lunch

Vice Chair Adams called the meeting back to order at 1:00 pm.

13. Presentation: Pinniped Predation update – Paul Ward, CRITFC

Paul Ward from CRITFC presented on his organization’s pinniped management program.

- Sea lions have a huge impact on spring chinook survival as they pass through Bonneville Dam.
- The Marine Mammal Protection ACT or MMPA (1972) has made it historically difficult to have a pinniped management contract.
- The 2 animals of concern at Bonneville are the Stellar Sea Lion and the California Sea Lion - both are protected under the MMPA.
- In 2023, 2.2 % of salmon moving through Bonneville Dam were consumed by sea lions, and each sea lion can eat 3-5 fish per day.
- After the sea lion removal program began, steelhead lost to sea lions went from 22% in 2018 to >2% lost in 2019.

- WDFW, Oregon Department of Fish and Wildlife, Idaho Department of Fish and Game, and CRTFC are all part of this effort.
- There is no federal funding to do this work.
 - Money is appropriated by states and comes from Bonneville rate payers.
 - CRITFQ is requesting \$5.5 million in earmark funding in the Federal budget.
- Last year, they were able to get the request for funding into a House report but did not end up receiving the funding.
- Additional funding would go to acquiring bigger boats, bigger traps, and disposing of carcasses.
- This is a bad year for sea lion predation in general - a delayed smelt run and warm temperatures have led to the sea lions appearing in greater numbers at Bonneville.
- Paul noted that UCSRB had supported this funding request last year.

Vice Chair Adams asked about the expectations for future federal funding. Paul said that it would depend on the federal budget.

14. Avian Predation Management – Kyle Tidwell, USACE

Kyle Tidwell from USACE spoke about his organization’s research and management of avian predators along the Columbia.

- Research comes from BPA, Grant County PUD, Oregon State University, and Real Time Research.
- Avian species of concern for predation are the Double crested cormorant, American pelican, Caspian terns, and gulls
- Monitoring of avian populations is done at a regional level by USACE districts.
- Kyle described a case of tern relocation from Rice Island to East Sand Island by USACE to minimize their predation on juvenile salmon
- In another case on Crescent Island farther up the Columbia, vegetation planting was used to minimize avian habitat.
 - Management actions have reduced the impact on Steelhead and Upper Columbia spring Chinook.
- Cormorants are more difficult to deter due to there being more adaptable in where they locate their colonies and the materials they can use for nesting
- The East Sand Island management plan consisted of two phases – Phase 1) lethal removal strategy and Phase 2 – terrain and habitat management
- Management is specific to USACE-owned sites, where there is a threshold avian population per island.
- In general, when it comes to managing birds, people seem to have more of a “not in my back yard” vs. a “not in my river” mentality.

Chuck inquired about management of pelicans or gulls, since gull predation seems significant. Kyle said that the American white pelican was a state-listed species, which made management challenging. Additionally, USACE has little control of areas outside of the dams.

Karen Berg asked if they had metrics of the number of fish predated vs. percent in each run? Kyle said this could be extracted from the data.

Meghan Camp asked what was the endgame of the management strategy? Kyle said that it was a perpetual game of management with no silver bullet that needs region-wide collaboration.

15. Items for future Board meetings

Amanda asked the Board for requests for items for staff to cover at the next Board meeting.

Members thought it would be good to receive updates on the work being done to address funding issues. This can be part of the legislative strategy. Commission Hover said it would be good to think of ways to make the organization as relevant as possible. For example, highlighting projects that meet the needs of several different agencies. Chuck said it would be good to have updates on diversifying UCSRB's funding stream for funding resilience.

16. Public comments

Vice Chair Adams asked if there were any public comments. No public comments were noted.

17. Wrap-Up and Adjourn Meeting

Vice Chair Adams thanked everyone for attending the meeting and adjourned at 2:38 pm.

Next scheduled Board meeting – Thursday, June 26, 2025.

update dates

UCSRB

Budget vs. Actual - Total for All Programs

July 2024 - December 31, 2025 = 61%

05/31/2025

Accrual Basis

As of 05/31/2025 =

	Actual	Budget	Budget Remaining	% of Budget Utilized to Date
Grants & Donations Revenue	\$ 892,209	1,518,470	626,261	58.8%
6079.10 Science Conference Revenue				
9915 Advertising/Promotional				
9916 Professional Fees*				
9917 Science Conference Expenses				
Science Conference, Net	0	0	0	0.0%
6150 Miscellaneous Income/reimbursements	625		(625)	100.0%
Total Revenue	892,834	1,518,470	625,636	58.8%
Expenditures				
Total Payroll Expenses	597,796	941,509	343,713	63.5%
8077 Training	9,392.44	25,500	16,108	36.8%
8078 Training Travel	4,606.89	5,250	643	87.8%
8079 Teambuilding Event	664	7,000	6,913	9.5%
8105 Professional Association Dues	86.55	2,100	1,594	4.1%
8106 Recruitment Expenses	505.92	550		92.0%
Total 8000 Personnel Expenses	613,052	981,909	368,971	62.4%
9100 Outreach Activities				
9160 Website	2,473.50	3,060	587	80.8%
9150 Consultant - podcast editing and producing	1,190.00	5,400	4,210	22.0%
9130 Advertising - promotion		1,000	1,000	0.0%
9135 Promotional Materials		1,800	1,800	0.0%
9145 Travel (General)	6,386.53	7,000	613	91.2%
9140 Meeting Expenses	1,198.61	2,000	801	59.9%
9110.1 Chelan County LE Outreach	27,914.62	37,500	9,585	74.4%
9110.2 Okanogan County LE Outreach	21,397.49	37,500	16,103	57.1%
9120 Partnership Outreach	6,426	45,000	38,574	14.3%
Total 9100 Outreach Activities	66,986	140,260	73,274	47.8%
9200 Data Collection & Stewardship				
9210 GIS Contractor - Prioritization Support	6,263.80	18,780	12,516	33.4%
9220 Consultants Data Collection/Adp Mgmt	57,533.25	61,250	3,717	93.9%
9230 GIS Software Subscription	326.40	6,776	6,450	4.8%
9240 Data Management Meeting Expenses	2,255.81	-	(2,256)	100.0%
Total 9200 Data Collection & Stewardship	66,379	86,806	20,427	76.5%

	Actual	Budget	Budget Remaining	% of Budget Utilized to Date
9300 Community Engagement				
9320 Regional Technical Team	24,155.00	67,780	43,625	35.6%
9330 Wenatchee WAT	11,387.09	15,250	3,863	74.7%
9340 Methow WAT	11,287.50	15,650	4,363	72.1%
9350 Entiat WAT	6,669.06	15,650	8,981	42.6%
9370 NCW Forest Health Collaborative	100.00	-	(100)	100.0%
9380 Project Sponsors	1,312.37	-	(214)	100.0%
9390 Other Community Meetings	4,268.88	-	(4,269)	100.0%
Travel	175.00	-	(175)	100.0%
Meeting Expenses	425.97	2,400	1,974	17.7%
Science Workshops	2,913.33	2,500	(413)	116.5%
SRFB Packets		-	-	0.0%
Total 9300 Community Engagement	62,694	119,230	57,634	52.6%
Board Engagement				
9410 Board Meeting Expenses	958.95	3,000	2,041	32.0%
9420 Board travel expenses		10,000	10,000	0.0%
9430 Board Legislative Outreach		-	-	0.0%
9440 Board Consultants / Strategic Planning / Retreat		10,000	10,000	0.0%
Total Board Engagement	959	23,000	22,041	4.2%
9800 Administrative Expenses				
9810 Occupancy - Rent	45,203.00	76,147	30,944	59.4%
9815 Occupancy - Cleaning & Maintenance	2,144.83	1,300	(845)	165.0%
9820 Vehicle Lease & Expenses		-	-	0.0%
9825 Copier Lease & Expenses	2,324.16	3,700	1,376	62.8%
9830 Audit Fees		5,000	5,000	0.0%
9835 Professional Services - Other	2,562.50	4,500	1,938	56.9%
9840 Commercial Insurance	1,252.00	3,000	1,748	41.7%
9845 Taxes & Licenses		-	(100)	100.0%
9850 Computer Security & Maintenance	9,703.99	20,365	10,661	47.7%
9855 Software Subscriptions	7,660.75	18,900	11,239	40.5%
9860 Office Supplies	569.85	3,150	2,580	18.1%
9865 Equipment		5,000	5,000	0.0%
9870 Phone & Internet	1,276.53	2,250	973	56.7%
9875 Staff Cell Phones	3,490.00	6,300	2,810	55.4%
9880 Conferencing Services	100.00	1,000	900	10.0%
9885 Postage	100.00	1,100	1,000	9.1%
Total 9800 Administrative Expenses	76,388	151,712	75,224	50.4%
9900 Operating Reserve (Income) Expenses	5,797	5,103	(694)	113.6%
Total Expenditures	892,255	1,502,917	610,662	59.4%
Net Operating Income	1,810			
Other Revenue				
9010 Interest Income	85.42	250	165	34.2%
9015 Dividend Income	0.00	-	-	0.0%
9020 Unrealized Gain (Loss)	0.00	-	-	0.0%
9025 Realized Gain (Loss)	0.00	-	-	0.0%
Total Other Revenue	85	250	165	34.2%
Excess (Deficiency) Revenues over Expenditures:	\$ 1,895			

UCSRB
Operating Reserve Activity
January 1, 2025 through May 2025

	Prev Reported to Board	Recent transactions	YTD
Operating Reserve Income			
Science Conference, Net			-
CFNCW Donations		-	-
Amazon Smile Donations			-
Credit Card Rebates -FirstBank/Glacier		50.00	50.00
Credit Card Rebates -USBank			
Money Market Acct interest		31.23	31.23
			18,625.84
Employee PTO Forfeitures			-
Office Expenses			
Office supplies		58.55	58.55
			58.55
Other Operating Reserve Expenses			-
			-
Interest Expense			
NCNB Loan Origination Fee			
FirstBank CC			
CFNCW Fees			
			-
Current Year Balance			\$ 18,567.29

UCSRB
Grant Activity - Current Grants
July 1, 2023 through May 31, 2025

	BPAAdmin #96139 24-25	CCT 2024	DNR	US Forest Service	RCO LE #23-1257	RCO Admin #23-1257	TWS 24-01	WSU - NASA	Yakama Nation 2024-25
	12/01/24 - 11/30/25	11/1/2024-12/1/2025	2/01/24 - 06/30/25	9/2024-9/30/2026	07/01/23 - 06/30/25	07/01/2023 - 08/31/25	01/01/24 - 09/30/25	2023 - 2027	10/01/2024 - 09/30/25
Payroll Expenses	34,500	2,299	37,819	3,838	233,940	543,605	3,744	5,256	38,293
Outreach	335		173		73,187	9,016	1,094		221
Travel/Training					469	739			
Data Collection & Stewardship					155				
GIS/Data Software						15,538			59
Other Consultants	8,763		-				-		-
Aspect Consulting (GIS)			-				-		-
Total Consultants	9,098		-		-	15,538	-		59
Board Engagement						1,759	-		124
Community Engagement					4,808	1,001	499		19,878
RTT / BioAnalyst					25,734				
Methow WAT / MSRF	-		-			-	-		-
Wenatchee WAT / CCNR	-		-			-	-		-
Entiat WAT / Cascadia CD	-		-		1,202	-	-		
NCWFHC	-		-		182				-
Other Community Meetings	-		-		250	143			83
Total Community Engagement	-	-	-		32,176	143	-		83
Administrative Expenses	3,004				16,300	126,150	781		8,978
Sponsored Workshop	-		-		-	1,980			-
Total Expenditures	\$ 46,938	\$ 2,299	\$ 37,992	3838.01	\$ 356,045	\$ 699,930	\$ 5,023	\$ 5,256	\$ 67,511
Total Funding Source Award	166,765	19,471	50,000	20,000	673,870	870,000	24,700	39,905	130,939
Expenses to date	46,938	2,299	37,992	3838.01	356,045	699,930	5,023	5,256	67,511
Balance Remaining	119,827	17,172	12,008	16,162	317,825	170,070	19,677	34,649	63,428
Percentage of Grant Funds Expended	28%	12%	76%	19%	53%	80%	20%	13%	52%
Percentage of Contract Period Completed	50%	53%	94%	35%	96%	88%	80%	40%	66%
Total Expenses Billed to Date	46,938	2,299	31,572	-	356,045	637,037	5,023	5,775	67,511
Unbilled Expenses	(0)	-	6,419	-	(0)	62,893	-	(519)	0
Total Expenditures	46,938	2,299	37,992	3,838	356,045	699,930	5,023	5,256	67,511

Statement of Financial Position Comparison

Upper Columbia Salmon Recovery Board

As of May 31, 2025

DISTRIBUTION ACCOUNT	TOTAL	
	AS OF MAY 31, 2025	AS OF MAY 31, 2024 (PY)
Assets		
Current Assets		
Bank Accounts		
1011 Glacier Checking Account	\$90,039.06	\$15,007.55
1011.2 Restricted Cash	20,093.11	66,374.32
Total for 1011 Glacier Checking Account	\$110,132.17	\$81,381.87
1011 NCNB Checking Account		
1015 Glacier Money Market	100,085.42	
1111 Adjustment Register		
1319 Agency Advised Fund - CFNCW		
Total for Bank Accounts	\$210,217.59	\$81,381.87
Accounts Receivable		
1510 Accounts Receivable	6,419.30	25,628.20
Total for Accounts Receivable	\$6,419.30	\$25,628.20
Other Current Assets		
1200 Undeposited Funds		
1210 Sci Conference Auction Items		
1305 Prepaid Expenses	\$23.14	\$871.94
1305.01 Amazon Prepaid Gift Card	-15.37	53.19
1305.02 Walmart Prepaid Gift Card		
Total for 1305 Prepaid Expenses	\$7.77	\$925.13
1515 Accrued Revenue	72,906.37	
2120 Payroll Asset		
Payroll Corrections		
Total for Other Current Assets	\$72,914.14	\$925.13
Total for Current Assets	\$289,551.03	\$107,935.20
Fixed Assets		
1810 Furniture and Equipment	74,992.81	74,992.81
1850 Accumulated Depreciation	-74,992.81	-74,992.81
Total for Fixed Assets	0	0

Statement of Financial Position Comparison

Upper Columbia Salmon Recovery Board

As of May 31, 2025

DISTRIBUTION ACCOUNT	TOTAL	
	AS OF MAY 31, 2025	AS OF MAY 31, 2024 (PY)
Other Assets		
1350 Intangible Assets (Videos)	30,450.00	30,450.00
1355 Accumulated Amortization	-30,450.00	-30,450.00
Total for Other Assets	0	0
Total for Assets	\$289,551.03	\$107,935.20
Liabilities and Equity		
Liabilities		
Current Liabilities		
Accounts Payable		
2020 Accounts Payable		8,802.13
Total for Accounts Payable	0	\$8,802.13
Credit Cards		
2030.10 Credit Card (9545)	1,611.86	353.59
2035 US Bank NASPO Cards		730.24
Total for Credit Cards	\$1,611.86	\$1,083.83
Other Current Liabilities		
2005.001 Payroll Liabilities	0	0
2005.011 Health Insurance		1,025.86
2005.021 Health Insurance (company paid)		
2005.04 Other Insurance (company paid)		
2005.05 Optional EE Life(taxable)	1.26	
2005.111 Dental Insurance (company paid)		
2005.12 HSA EE		
2005.411 Simple IRA - Vanguard		
2005.452 Simple IRA - American Funds		
2005.453 Simple IRA - Fidelity		
2005.460 Simple IRA - Edward Jones		
2005.471 Simple IRA - Schwab		
2005.50 Federal Taxes (941/943/944)		
2005.60 WA SUI Employer		160.12
2005.66 WA Cares Fund		352.41
20058.64 WA Paid Family and Medical Leave Tax		321.39
2006.62 WA Workers Compensation	456.17	375.29
CO Income Tax		

Statement of Financial Position Comparison

Upper Columbia Salmon Recovery Board

As of May 31, 2025

DISTRIBUTION ACCOUNT	TOTAL	
	AS OF MAY 31, 2025	AS OF MAY 31, 2024 (PY)
Total for 2005.001 Payroll Liabilities	\$457.43	\$2,235.07
2005.065 Direct Deposit Payable		
2005.06 Direct Deposit Liabilities		
2005 Payroll Liabilities Payable	0	0
2005.01 Payroll Liab. - EE Life/Disab	4.32	
2005.02 Payroll Liab. - EE Health Ins.		
2005.03 Payroll Liab - EE Dental		
2005.11 Payroll HSA Liability		
2005.41 Payroll IRA Liability - Vanguard		
2005.44 Payroll IRA Liab. - Fidelity		
2005.45 Payroll IRA Liab. - Amer. Funds		
2005.47 Payroll IRA Liab - Schwab		
2005.48 Payroll IRA Liab - TRowe		
2005.49 Payroll IRA Liab - Valic		
Total for 2005 Payroll Liabilities Payable	\$4.32	0
2006 Accrued Payroll	56,389.32	52,526.81
2021 Accrued Expenses		
2025 Other Current Liability		
2100 Deferred Revenue	20,093.11	66,374.32
2200 Accrued Leave	0	0
2200.10 Accrued Comp Time	1,127.00	855.00
2200.20 Accrued Vacation Time	20,792.00	12,562.00
2200.30 Accrued Sick Time	22,147.00	12,281.00
Total for 2200 Accrued Leave	\$44,066.00	\$25,698.00
2400 Note Payable - NCB LOC		
Total for Other Current Liabilities	\$121,010.18	\$146,834.20
Total for Current Liabilities	\$122,622.04	\$156,720.16
Long-term Liabilities		
Total for Liabilities	\$122,622.04	\$156,720.16
Equity		
3000 Unrestricted Net Assets	183,396.53	89,229.12
Net Income	-16,467.54	-138,014.08
Total for Equity	\$166,928.99	-\$48,784.96
Total for Liabilities and Equity	\$289,551.03	\$107,935.20

ANNUAL REPORT CERTIFICATION

Upper Columbia Salmon Recovery Board
(Official Name of Government)

3241
MCAG No.

Submitted pursuant to RCW 43.09.230 to the Washington State Auditor's Office
For the Fiscal Year Ended 12/31/2024

GOVERNMENT INFORMATION:

Official Mailing Address	<u>123 Easy Street</u>
	<u>Wenatchee, WA 98801</u>
Official Website Address	<u>http://www.ucsrb.org</u>
Official E-mail Address	<u>julie.foss@UCSRB.org</u>
Official Phone Number	<u>(206) 972-2998</u>

AUDIT CONTACT or PREPARER INFORMATION and CERTIFICATION:

Audit Contact or Preparer Name and Title	<u>Julie Foss Accounting Manager</u>
Contact Phone Number	<u>(206) 972-2998</u>
Contact E-mail Address	<u>julie.foss@UCSRB.org</u>

I certify 21st day of May, 2025, that annual report information is complete, accurate and in conformity with the Budgeting, Accounting and Reporting Systems Manual, to the best of my knowledge and belief, having reviewed this information and taken all appropriate steps in order to provide such certification. I acknowledge and understand our responsibility for the design and implementation of controls to ensure accurate financial reporting, comply with applicable laws and safeguard public resources, including controls to prevent and detect fraud. Finally, I acknowledge and understand our responsibility for immediately submitting corrected annual report information if any errors or an omission in such information is subsequently identified.

Signatures

Julie Foss (julie.foss@UCSRB.org)

Upper Columbia Salmon Recovery Board
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2024

		<u>001 General</u>
Beginning Cash and Investments		
308	Beginning Cash and Investments	17,504
388 / 588	Net Adjustments	-
Revenues		
310	Taxes	-
320	Licenses and Permits	-
330	Intergovernmental Revenues	1,002,677
340	Charges for Goods and Services	-
350	Fines and Penalties	-
360	Miscellaneous Revenues	62,298
Total Revenues:		<u>1,064,975</u>
Expenditures		
510	General Government	-
520	Public Safety	-
530	Utilities	-
540	Transportation	-
550	Natural/Economic Environment	853,022
560	Social Services	-
570	Culture and Recreation	-
Total Expenditures:		<u>853,022</u>
Excess (Deficiency) Revenues over Expenditures:		<u>211,953</u>
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:		<u>-</u>
Other Decreases in Fund Resources		
594-595	Capital Expenditures	-
591-593, 599	Debt Service	46,200
597	Transfers-Out	-
585	Special or Extraordinary Items	-
581, 582, 589	Other Uses	-
Total Other Decreases in Fund Resources:		<u>46,200</u>
Increase (Decrease) in Cash and Investments:		<u>165,753</u>
Ending Cash and Investments		
50821	Nonspendable	-
50831	Restricted	-
50841	Committed	-
50851	Assigned	-
50891	Unassigned	183,257
Total Ending Cash and Investments		<u>183,257</u>

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, 2024

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 2007 Upper Columbia Spring Chinook and Steelhead Recovery Plan; track and report progress to NOAA Fisheries; and coordinate with partners across the state to implement the statewide salmon strategy. UCSRB coordinates salmon recovery funding opportunities and implementation efforts in the Upper Columbia region (Chelan, Douglas and Okanogan Counties, Washington State). UCSRB also provides support to the North Central Washington Forest Health Collaborative due to the strong connection between upland forestlands, streams and our communities. 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. There were no restrictions or commitments of Ending Cash and Investments at December 31, 2024.

Note 3 Leases

UCSRB leases office space from a private lessor for \$3,850 per month under a lease agreement that began in November of 2021 and ended December 31, 2024. As of January 1, 2025, the future monthly lease payment is \$4,420.60 which will be for a two-year term through December 31, 2026.

The total amount paid for leases in 2024 was \$46,200.

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 on December 31, 2024, is as follows:

Bank deposits	\$183,257
(Other)	<u>0</u>
Total:	\$183,257

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).

Note 5 – Cash Advances

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, 2024, no advance amounts were outstanding.

Note 6 - Subscription Based Information Technology Arrangements (SBITA)

During the year ended December 31, 2024, UCSRB adopted guidance for the presentation and disclosure of Subscription Based Information Technology Arrangements (SBITA), as required by the BARS manual. UCSRB has no contracts other than short-term SBITA (SBITA contracts that have a maximum possible term of less than one year). As a result, no subscription liability was reported on the Schedule of Liabilities.

Note 7 – Long-Term Debt

The Organization entered into an unsecured line of credit agreement with Wheatland Bank, division of Glacier Bank on April 30, 2024, totaling \$75,000 for operational uses. The line of credit bears interest at the bank's prime rate, with a floor of 7.25% and has a maturity date of April 1, 2026. No balance was outstanding on the line of credit as of December 31, 2024. At fiscal year end, the UCSRB had \$75,000 available in unused lines of credit.

Note 8 - 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, 2024. The Organization also receives funding from the Yakama Nation and Colville Confederated Tribes. 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 ending December 31, 2024, were \$31,509.

Federal funding received as a pass through from the Yakama Nation for the year ended December 31, 2024, was \$123,767. Federal funding received as a pass through from the Colville Confederated Tribes for the year ended December 31, 2024, was \$80,679.

Note 9 – Defined Contribution Pension Plan

UCSRB maintains a SIMPLE IRA Plan (Plan) for all eligible employees. Regular employees who are 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, 2024, UCSRB contributed \$9,317.58 to the Plan.

Note 10 – 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 six active plan members and no retired plan members as of December 31, 2024. The UCSRB contributed \$77,493 to the plan for the year ending December 31, 2024.

For purposes of measuring the liability for other post-employment benefits (OPEB) and related expenses, information was obtained using a tool developed by the Washington Office of the State Actuary for agencies with less than 100 people receiving medical benefits provided by the Public Employee Benefits Board (PEBB). The tool is based on the 2024 PEBB OPEB Actuarial Valuation Report (AVR) and OPEB Actuarial Valuation for the State's June 30, 2024, 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, 2024, the total OPEB liability was \$144,584 as calculated using the alternative measurement method.

Note 11 – 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 01

For the year ended December 31, 2024

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
3241	001	General	3089100	Unassigned Cash and Investments - Beginning	\$17,504
3241	001	General	3318100	Federal Direct Award from Department of Energy	\$135,021
3241	001	General	3338100	Federal Indirect Award from Department of Energy	\$242,808
3241	001	General	3338400	Federal Indirect Award from Department of Education	\$391,399
3241	001	General	3340230	State Award from Department Natural Resources	\$5,936
3241	001	General	3340270	State Award from Recreation and Conservation Office	\$227,513
3241	001	General	3611000	Investment Earnings	\$818
3241	001	General	3670000	Contributions and Donations from Nongovernmental Sources	\$61,480
3241	001	General	5531010	Soil and Water Conservation	\$430,645
3241	001	General	5531020	Soil and Water Conservation	\$138,885
3241	001	General	5531030	Soil and Water Conservation	\$7,975
3241	001	General	5531040	Soil and Water Conservation	\$275,517
3241	001	General	5089100	Unassigned Cash and Investments - Ending	\$183,257
3241	001	General	5915370	Debt Repayment - Conservation	\$46,200

Upper Columbia Salmon Recovery Board
Schedule of Liabilities
For the Year Ended December 31, 2024

ID. No.	Debt ID Title	Description	Due Date	Beginning Balance	Additions	Reductions	Ending Balance
Revenue and Other (non G.O.) Debt/Liabilities							
259.12	Compensated Absences	Accrued Leave		8,675	6,199	-	14,874
264.40	OPEB Liabilities	PEBB HCA Implicit subsidy		144,935	-	351	144,584
263.57	Leases, SBITA, and PPPs	Leases		46,200	-	46,200	-
Total Revenue and Other (non G.O.) Debt/Liabilities:				199,810	6,199	46,551	159,458
Total Liabilities:				199,810	6,199	46,551	159,458

**Upper Columbia Salmon Recovery Board
Schedule of Expenditures of State Financial Assistance
For the Year Ended December 31, 2024**

State Agency Name	Program Title	Identification Number	Total
State Award from Department Natural Resources	Building Forest Partnerships Competitive Grant Program	93-106055	5,936
Sub-Total:			5,936
State Award from Recreation and Conservation Office	RCO - Salmon LE ST	23-1257	227,513
Sub-Total:			227,513
Total State Grants Expended:			233,449

**Upper Columbia Salmon Recovery Board
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2024**

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 (via Washington state Recreation and Conservation Office))	Pacific Coast Salmon Recovery Pacific Salmon Treaty Program	11.438	23-1257P	391,399	-	391,399	-	
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (via via Washington State University)	Science	43.001	144429 WSU00130	5,662	-	5,662	-	
ENERGY, DEPARTMENT OF, ENERGY, DEPARTMENT OF (via (via Bonneville Power Administration))	Environmental Monitoring, Independent Research, Technical Analysis	81.005	96138	10,007	-	10,007	-	
ENERGY, DEPARTMENT OF, ENERGY, DEPARTMENT OF (via Bonneville Power Administration)	Environmental Monitoring, Independent Research, Technical Analysis	81.005	93765	86,127	-	86,127	-	
ENERGY, DEPARTMENT OF, ENERGY, DEPARTMENT OF (via Bonneville Power Administration)	Environmental Monitoring, Independent Research, Technical Analysis	81.005	91446	38,888	-	38,888	-	
ENERGY, DEPARTMENT OF, ENERGY, DEPARTMENT OF (via via Bonneville Power Administration, Colville Confederated Tribes)	Environmental Monitoring, Independent Research, Technical Analysis	81.005	316623	113,379	-	113,379	-	

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, 2024**

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 via Bonneville Power Administration, Yakama Nation)	Environmental Monitoring, Independent Research, Technical Analysis	81.005	2009-006-00 REL278 CCR- 50244	45,129	-	45,129	-	
ENERGY, DEPARTMENT OF, ENERGY, DEPARTMENT OF (via via Bonneville Power Administration, Yakama Nation)	Environmental Monitoring, Independent Research, Technical Analysis	81.005	56662	78,638	-	78,638	-	
Total ALN 81.005:				372,168	-	372,168	-	
Total Federal Awards Expended:				769,229	-	769,229	-	

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, 2024

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 7 – 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.

Upper Columbia Salmon Recovery Board
Schedule 21 Questions 1-6 (unaudited)
For Fiscal Year Ended: 2024

Property and Liability Insurance	Health and Welfare Insurance	Unemployment Compensation Obligations	Workers Compensation Obligations	Other Risks or Obligations
Purchase private insurance	Belong to a public entity risk pool	Pay taxes to the Department of Employment Security ("Taxable")	Pay premiums to the Department of Labor and Industries	

Washington PFML Program	Entity	Government Type
Pay premiums to the State’s program for both benefits	Upper Columbia Salmon Recovery Board	Miscellaneous

Upper Columbia Salmon Recovery Board

Notes to the Schedule of Expenditures of Federal Awards

For the Year Ended December 31, 2024

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 15-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Note 7 – 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.

Upper Columbia Salmon Recovery Board

Notes to Financial Statements

for the year ended December 31, 2024

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 2007 Upper Columbia Spring Chinook and Steelhead Recovery Plan; track and report progress to NOAA Fisheries; and coordinate with partners across the state to implement the statewide salmon strategy. UCSRB coordinates salmon recovery funding opportunities and implementation efforts in the Upper Columbia region (Chelan, Douglas and Okanogan Counties, Washington State). UCSRB also provides support to the North Central Washington Forest Health Collaborative due to the strong connection between upland forestlands, streams and our communities. 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. There were no restrictions or commitments of Ending Cash and Investments at December 31, 2024.

Note 3 Leases

UCSRB leases office space from a private lessor for \$3,850 per month under a lease agreement that began in November of 2021 and ended December 31, 2024. As of January 1, 2025, the future monthly lease payment is \$4,420.60 which will be for a two-year term through December 31, 2026.

The total amount paid for leases in 2024 was \$46,200.

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 on December 31, 2024, is as follows:

Bank deposits	\$183,257
(Other)	<u>0</u>
Total:	\$183,257

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).

Note 5 – Cash Advances

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, 2024, no advance amounts were outstanding.

Note 6 - Subscription Based Information Technology Arrangements (SBITA)

During the year ended December 31, 2024, UCSRB adopted guidance for the presentation and disclosure of Subscription Based Information Technology Arrangements (SBITA), as required by the BARS manual. UCSRB has no contracts other than short-term SBITA (SBITA contracts that have a maximum possible term of less than one year). As a result, no subscription liability was reported on the Schedule of Liabilities.

Note 7 – Long-Term Debt

The Organization entered into an unsecured line of credit agreement with Wheatland Bank, division of Glacier Bank on April 30, 2024, totaling \$75,000 for operational uses. The line of credit bears interest at the bank's prime rate, with a floor of 7.25% and has a maturity date of April 1, 2026. No balance was outstanding on the line of credit as of December 31, 2024. At fiscal year end, the UCSRB had \$75,000 available in unused lines of credit.

Note 8 - 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, 2024. The Organization also receives funding from the Yakama Nation and Colville Confederated Tribes. 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 ending December 31, 2024, were \$31,509.

Federal funding received as a pass through from the Yakama Nation for the year ended December 31, 2024, was \$123,767. Federal funding received as a pass through from the Colville Confederated Tribes for the year ended December 31, 2024, was \$80,679.

Note 9 – Defined Contribution Pension Plan

UCSRB maintains a SIMPLE IRA Plan (Plan) for all eligible employees. Regular employees who are 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, 2024, UCSRB contributed \$9,317.58 to the Plan.

Note 10 – 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 six active plan members and no retired plan members as of December 31, 2024. The UCSRB contributed \$77,493 to the plan for the year ending December 31, 2024.

For purposes of measuring the liability for other post-employment benefits (OPEB) and related expenses, information was obtained using a tool developed by the Washington Office of the State Actuary for agencies with less than 100 people receiving medical benefits provided by the Public Employee Benefits Board (PEBB). The tool is based on the 2024 PEBB OPEB Actuarial Valuation Report (AVR) and OPEB Actuarial Valuation for the State's June 30, 2024, 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, 2024, the total OPEB liability was \$144,584 as calculated using the alternative measurement method.

Note 11 – 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.

Disbursement Report2
Upper Columbia Salmon Recovery Board
April 1-31, 2025

	Num	Transaction type	Date	Amount	Name	Memo/Description	
1011 Glacier Checking Account	8220	Bill Payment (Check)	04/01/2025	\$ 1,430.16	Chelan County Natural Resources		
	8221	Bill Payment (Check)	04/01/2025	\$ 6,137.50	Methow Salmon Recovery Foundation		
	8222	Bill Payment (Check)	04/01/2025	\$ 968.37	FireFly		
	8223	Bill Payment (Check)	04/01/2025	\$ 200.00	509 Cleaning Service		
	8224	Bill Payment (Check)	04/01/2025	\$ 4,420.60	JDSA		
	8227	Check	04/09/2025	\$ 7,969.28	WA Health Care Authority	900 D43 April 2025 premium	
	8225	Check	04/10/2025	\$ 2,006.88	Charles Schwab	8422-5931	
	8226	Check	04/10/2025	\$ 1,582.09	Edward Jones		
	8228	Bill Payment (Check)	04/16/2025	\$ 7,980.00	BioAnalysts, Inc		
	8229	Bill Payment (Check)	04/16/2025	\$ 1,840.00	Lichen Land & Water Inc.		
	8230	Bill Payment (Check)	04/16/2025	\$ 108.72	LocalTel		
	8231	Bill Payment (Check)	04/16/2025	\$ 2,232.59	Okanogan Conservation District		
	DD	Payroll Check	04/04/2025	\$ 5,363.44	Meghan J. Camp	Pay Period: 03/01/2025-03/31/2025	
	DD	Payroll Check	04/04/2025	\$ 4,445.49	Ariel N. Edwards	Pay Period: 03/01/2025-03/31/2025	
	DD	Payroll Check	04/04/2025	\$ 4,567.70	Julie L Foss	Pay Period: 03/01/2025-03/31/2025	
	DD	Payroll Check	04/04/2025	\$ 3,289.44	Gabrielle H. Vermeire	Pay Period: 03/01/2025-03/31/2025	
	DD	Payroll Check	04/04/2025	\$ 5,424.47	Ryan Niemeyer	Pay Period: 03/01/2025-03/31/2025	
	DD	Payroll Check	04/04/2025	\$ 5,738.00	Amanda J. Ward	Pay Period: 03/01/2025-03/31/2025	
	DD	Payroll Check	04/04/2025	\$ 3,206.80	Karen H Berg	Pay Period: 03/01/2025-03/31/2025	
		Credit Card Payment	04/14/2025	942.67	FirstBank VISA		
		Tax Payment	04/04/2025	10486.31	QuickBooks Payroll	Tax Payment	
	ACH250410	Check	04/10/2025	274.17	Microsoft		
		Credit Card Payment	04/22/2025	1016.16	US Bank		
	AmF250331	Check	04/10/2025	\$ 260.52	American Funds	ACH	
	Q125 L&I ACH	Check	04/21/2025	\$ 691.15	WA Labor & Industries		
		Transfer	04/22/2025	\$ 50,000.00	Transfer into Money Market Account		
	Total for 1011 Glacier Checking Account				\$ 132,582.51		
	2035 US Bank NASPO Cards						
	ACH250423US	Expense	04/03/2025	767.44	WA CDRPA		
	ACH250423US	Expense	04/07/2025	42.00	TwispWorks		
	ACH250523US	Expense	04/16/2025	50.00	Python Anywhere	annual subscription	
Total for 2035 US Bank NASPO Cards				\$ 859.44			
1011 Glacier Checking Account:1011.2 Restricted Cash							
	Transfer	04/02/2025	260.73		March TWS voucher		
	Transfer	04/02/2025	13724.14		BEF Final March 2025 voucher		

Total for 1011 Glacier Checking Account:1011.2

Restricted Cash

2030.10 Credit Card (9545)

\$ 13,984.87

ACH250417FB	Expense	04/17/2025	14.13	Adobe	Creative Cloud
ACH250417FB	Expense	04/17/2025	65.24	Adobe	Creative Cloud refund
ACH250417FB	Expense	04/17/2025	157.04	Amazon Web Services	
ACH250417FB	Expense	04/17/2025	333.66	Quickbooks Online	INTUIT *QBooks Online - CL.INTUIT.COM, CA
ACH250417FB	Expense	04/17/2025	49.86	Mailchimp	Mailchimp - 678-9990141, GA
ACH250417FB	Expense	04/17/2025	130.56	SmugMug	Online photo service - outreach
ACH250417FB	Expense	04/17/2025	14.90	tax990	
ACH250417FB	Expense	04/17/2025	10.00	Zoom	Zoom software
ACH250417FB	Expense	04/17/2025	509.18	SurveyMonkey	
			\$1,284.57		

Total for 2030.10 Credit Card (9545)

Disbursement Report2
Upper Columbia Salmon Recovery Board
May 1 - 31st, 2025

	Num	Transaction type	Date	Amount	Name	Memo/Description
1011 Glacier Checking Account	8232	Bill Payment (Check)	05/01/2025	\$ 3,128.51	Chelan County Natural Resources	
	8233	Bill Payment (Check)	05/01/2025	\$ 345.28	Fallon Technology, Inc.	
	8234	Bill Payment (Check)	05/01/2025	\$ 3,270.40	Cascadia Conservation District	
	8235	Bill Payment (Check)	05/01/2025	\$ 4,420.60	JDSA	
	8236	Bill Payment (Check)	05/01/2025	\$ 200.00	Chumstick Grange	
	8237	Check	05/12/2025	\$ 7,969.28	WA Health Care Authority	900 D43 April 2025 premium
	8238	Check	05/12/2025	\$ 1,582.09	Edward Jones	
	8239	Check	05/12/2025	\$ 2,025.48	Charles Schwab	8422-5931
	8240	Bill Payment (Check)	05/12/2025	\$ 220.00	ENVIRONMENT FOR THE AMERICAS INC.	
	8241	Bill Payment (Check)	05/12/2025	\$ 1,430.16	Chelan County Natural Resources	
	8242	Bill Payment (Check)	05/12/2025	\$ 200.00	509 Cleaning Service	
	8243	Bill Payment (Check)	05/12/2025	\$ 172.64	Fallon Technology, Inc.	
	8244	Bill Payment (Check)	05/12/2025	\$ 968.37	FireFly	
	8245	Bill Payment (Check)	05/12/2025	\$ 920.78	Cascadia Conservation District	
	8246	Bill Payment (Check)	05/12/2025	\$ 408.28	Kelley Connect	WE0412
	8247	Bill Payment (Check)	05/12/2025	\$ 108.72	LocalTel	
	8248	Bill Payment (Check)	05/12/2025	\$ 1,045.00	BioAnalysts, Inc	
	8249	Bill Payment (Check)	05/29/2025	\$ 3,234.43	Chelan County Natural Resources	
	8250	Bill Payment (Check)	05/29/2025	\$ 3,282.83	Okanogan Conservation District	
	8251	Bill Payment (Check)	05/29/2025	\$ 32.64	Fallon Technology, Inc.	
	8252	Bill Payment (Check)	05/29/2025	\$ 510.00	Jack Straw Cultural Center	
	DD	Payroll Check	05/05/2025	\$ 3,502.90	Gabrielle H. Vermeire	Pay Period: 04/01/2025-04/30/2025
	DD	Payroll Check	05/05/2025	\$ 4,302.32	Karen H Berg	Pay Period: 04/01/2025-04/30/2025
	DD	Payroll Check	05/05/2025	\$ 5,424.92	Ryan Niemeyer	Pay Period: 04/01/2025-04/30/2025
	DD	Payroll Check	05/05/2025	\$ 5,364.97	Meghan J. Camp	Pay Period: 04/01/2025-04/30/2025
	DD	Payroll Check	05/05/2025	\$ 4,836.16	Ariel N. Edwards	Pay Period: 04/01/2025-04/30/2025
	DD	Payroll Check	05/05/2025	\$ 4,589.38	Julie L Foss	Pay Period: 04/01/2025-04/30/2025
	DD	Payroll Check	05/05/2025	\$ 5,789.58	Amanda J. Ward	Pay Period: 04/01/2025-04/30/2025
		Tax Payment	05/05/2025	\$ 10,987.55	QuickBooks Payroll	Tax Payment
	AmF250513	Check	05/12/2025	\$ 274.56	American Funds	ACH
		Credit Card Payment	05/13/2025	\$ 1,284.57	FirstBank VISA	
		Credit Card Payment	05/23/2025	\$ 1,377.30	US Bank	

Total for 1011 Glacier Checking Account

2035 US Bank NASPO Cards

\$ 83,209.70

ACH250521US	Expense	05/01/2025	346.21 Cinnamon Twisp	
ACH250523US	Expense	05/05/2025	4.39 Circle K	SRF Board Tour Ice
ACH250523US	Expense	05/05/2025	95.45 Walmart	
ACH250521US	Expense	05/06/2025	438.79 La Javelina	
ACH250521US	Expense	05/06/2025	30.93 Cinnamon Twisp	
ACH250523US	Expense	05/08/2025	33.43 Circle K	SRF Board Tour Vehicle
ACH250523US	Expense	05/08/2025	12.89 Circle K	SRF Board Tour Vehicle
ACH250523US	Expense	05/09/2025	365.21 Enterprise	SRF Board Tour Vehicle

Total for 2035 US Bank NASPO Cards

2030.10 Credit Card (9545)

\$ 1,327.30

ACH250512FB	Expense	05/12/2025	14.13 Adobe	Creative Cloud
ACH250512FB	Expense	05/12/2025	65.24 Adobe	Creative Cloud refund
ACH250512FB	Expense	05/12/2025	152.26 Amazon Web Services	
ACH250512FB	Expense	05/12/2025	10.00 Zoom	Zoom software
ACH250512FB	Expense	05/12/2025	32.39 Safeway	
ACH250512FB	Expense	05/12/2025	107.71 Soundcloud Inc.	
ACH250512FB	Expense	05/12/2025	198.51 Mai Lee Thai	
ACH250512FB	Expense	05/12/2025	429.76 Quickbooks Online	INTUIT *QBooks Online - CL.INTUIT.COM, CA
ACH250512FB	Expense	05/12/2025	49.86 Mailchimp	Mailchimp - 678-9990141, GA
			Northwest Website	
ACH250613FB	Expense	05/28/2025	552.00 Development	INTUIT *QBooks Online - CL.INTUIT.COM, CA

Total for 2030.10 Credit Card (9545)**\$1,611.86**

Upper Columbia Salmon Recovery Board		
Disbursement Summary for 01 April 1 – May 31, 2025		
The following disbursements have been approved and paid in accordance with UCSRB policies and are hereby ratified:		
Checks:		Total:
Apr 2025 - Numbers: 8220-8231	36,876.19	
May 2025 - Numbers: 8232-8252	35,475.49	
		72,351.68
Payroll - Electronic payments:		
Payroll pd. Apr 2025	32,035.34	
Payroll taxes pd. Apr 2025	10,486.31	
Simple IRA contributions ACH in Apr	260.52	
L&I Tax Payment	691.15	
April Total	43,473.32	
Payroll pd May 2025	33,810.23	
Payroll taxes pd May 2025	10,987.55	
Simple IRA contributions ACH in May	274.56	
May Total	45,072.34	
April - May Payroll Total:		\$ 88,545.66
Credit cards: - Electronic Payments:		
First Bank + US Bank pd Apr 2025	1,958.83	
First Bank + US Bank pd May 2025	2,661.87	
EFT Total		4,620.70
TOTAL:		\$165,518.04

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:	
Disbursement summary approved - UCSRB Board Secretary Treasurer	
Board meeting date:	June 26, 2025

Supporting documentation has been retained and is available upon request.

Upper Columbia Salmon Recovery Board		
Revenue Summary for 01 April – 31 May 2025		
<i>The following vouchers have been approved and submitted in accordance with UCSRB policies and are hereby ratified:</i>		
APRIL VOUCHERS		
BPA Admin 24-25	9,604.04	
RCO – LE	12,077.71	
RCO – Admin	41,100.71	
WSU	1,425.00	
DNR	6,419.30	
Yakama Nation	11,566.24	
April Total		\$82,193.00
MAY VOUCHERS		
Yakama Nation	11,626.76	
BPA Admin 24-25	7,837.71	
RCO – LE	24,176.66	
RCO – Admin	27,642.15	
May Total		\$71,283.28
April - May totals		\$153,476.28
Amanda Ward, UCSRB Executive Director		
Revenue summary approved - UCSRB Board Secretary Treasurer		
Board meeting date:	June 26, 2025	

Supporting documentation has been retained and is available upon request.

RESOLUTION #25-001
AUTHORIZATION OF FINANCIAL AUTHORITY
FOR WHEATLAND BANK
DEPOSITORY OF UPPER COLUMBIA SALMON RECOVERY BOARD

Agents. Any Agent listed below is authorized to exercise the powers granted as indicated below:

- A. Shon D Smith
- B. Shannon Adams
- C. Amanda Ward
- D. Randy Agnew

Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution. This resolution is specific to account number: XXXXXXXXXXXXX271

The Upper Columbia Salmon Recovery Board (the Corporation) resolves that:

- 1) Wheatland Bank (The Financial Institution) is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- 2) This resolution shall continue to have effect until express written notice of its revocation, modification or replacement has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement.
- 3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- 4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- 5) The Corporation agrees to the terms and conditions of any account agreement and any document identified or referred to in any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other

orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

8) By signing this resolution, the Corporation represents that it has provided the Financial Institution with true and correct copies of its articles of incorporation and bylaws, if required by the laws of the state in which the corporation is incorporated, as amended to the date of this resolution.

Effect on Previous Resolutions:

This resolution supersedes all prior resolutions for the account to which this resolution applies.

PASSED AND ADOPTED by the Upper Columbia Salmon Recovery Board on this 26th day of June, 2025.

Shon Smith
UCSRB Board Chair

Shannon Adams
UCSRB Board Co-Chair

Randy Agnew
UCSRB Treasurer

Amanda Ward
UCSRB Executive Director

Project Sponsor: Upper Columbia Salmon Recovery Board
Project Title: Upper Columbia Salmon Recovery Board BN 25-27

Project Number: 25-1258P
Approval Date: 07/01/2025

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Upper Columbia Salmon Recovery Board (Sponsor, and primary Sponsor), 123 Easy Street, Wenatchee, WA 98801, and shall be binding on the agents and all persons acting by or through the parties.

The Sponsor's Unique Entity ID (UEID) Number is FJY6G6F8NLH8.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the General Fund - Federal and State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The Upper Columbia Salmon Recovery Board (UCSRB) coordinates the implementation the Upper Columbia Spring Chinook and Steelhead Recovery Plans. The UCSRB coordinates efforts of partners working on salmon recovery in the Upper Columbia Region. UCSRB is the Lead Entity in the Region and coordinates and facilitates the Salmon Recovery Funding Board annual grant round.

Worksites designate funding source.

Worksite #1, #2, and #3 The Lead Entity coordinates the Citizen Advisory Committee and technical team. This includes arranging and facilitating meetings for both groups. The lead entity will submit a ranked habitat project list to RCO which includes outreach, scheduling site visits, compiling project rankings, scheduling applicant workshops, etc

Worksite #4 The Upper Columbia Salmon Recovery Board address issues affecting salmon recovery; work with partners to implement strategies and actions; provide guidance to LE for project review and ranking; determine annual allocation for SRFB funding; track projects; and review of monitoring activities.

The Sponsor shall perform the project as described in the following documents, which are incorporated herein by this reference: Standard Terms and Conditions for Project Agreement, Statement of Work, and Scope of Work. All expenses utilizing State operating funds must be billed in PRISM 45 days after the fiscal year ends. Bills are due by 08/14/2026 and

08/14/2027. Any operating funds not billed during this timeframe will be forfeited.

PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2025 (project start date) and ends on August 31, 2027 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in the Period of Performance section.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$325,585.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
SRFB - Salmon-LE State Contracts	100.00%	\$325,584.00	State
SRFB - Salmon Federal Activities	0.00%	\$1.00	Federal
Total Project Cost	100.00%	\$325,585.00	

FEDERAL FUND INFORMATION

If federal funding information is included in this section, this project is funded by, matched by, and/or funded in part by the following federal award, or subaward:

Sponsor's Indirect Cost Rate: 0.00% of All costs for this agreement

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200 (as updated). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 420, SRFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Reimbursements - Manual 8

SPECIAL CONDITIONS

None

SPECIAL CONDITIONS - CULTURAL RESOURCES

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Amanda Ward
Executive Director
123 Easy Street
Wenatchee, WA 98801
amanda.ward@ucsr.org

RCO Contact

Jeannie Abbott

PO Box 40917
Olympia, WA 98504-0917
Jeannie.Abbott@gsro.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 25-1258, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Upper Columbia Salmon Recovery Board**By:** _____**Date:** _____**Name (printed):** _____**Title:** _____**State of Washington Recreation and Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)****By:** _____**Date:** _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____**Date:** 01/31/2025

Assistant Attorney General

Project Sponsor: Upper Columbia Salmon Recovery Board
Project Title: Upper Columbia Salmon Recovery Board BN 25-27

Project Number: 25-1258P
Approval Date: 07/01/2025

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Planning Metrics

Worksite #1, Project Development

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Upper Columbia River Spring-run ESU, Chinook Salmon-Upper Columbia River summer/fall-run ESU, Steelhead-Upper Columbia River DPS

Targeted species (non-ESU species):

Bull Trout

Area Encompassed (acres) (B.0.b.1):

5260000.0

Miles of Stream and/or Shoreline Affected (B.0.b.2):

1050.00

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Upper Columbia Salmon Recovery Board. 2007. Upper Columbia Spring Chinook Salmon and Steelhead Recovery Plan.
https://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domain_s/interior_columbia/upper_columbia/uc_plan.pdf

Description of the Plan (B.1.b.6.b):

The lead entity will maintain sufficient administration, facilitation and coordination capacity to support the on-going goals and objectives of a lead entity organization including submitting a ranked habitat project list the SRFB, establish and maintain a citizens committee and technical review committee, and attend networking and training opportunities.

Worksite #2, Habitat Work Schedule

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Upper Columbia River Spring-run ESU, Chinook Salmon-Upper Columbia River summer/fall-run ESU, Steelhead-Upper Columbia River DPS

Targeted species (non-ESU species):

Bull Trout

Area Encompassed (acres) (B.0.b.1):

5260000.0

Miles of Stream and/or Shoreline Affected (B.0.b.2):

1050.00

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Upper Columbia Salmon Recovery Board. 2007. Upper Columbia Spring Chinook Salmon and Steelhead Recovery Plan.
https://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domain_s/interior_columbia/upper_columbia/uc_plan.pdf

Description of the Plan (B.1.b.6.b):

The lead entity organization will track salmon restoration and protection projects in its area using the Habitat Work Schedule (HWS) database. Tracking will include projects on the lead entity's ranked list and salmon restoration and protection projects in its area that are funded at \$20,000 or more that are not in the PRISM

database. This tracking allows better reporting on salmon recovery progress statewide and a better picture of the other funding sources.

Worksite #3, Outreach

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Upper Columbia River Spring-run ESU, Chinook Salmon-Upper Columbia River summer/fall-run ESU, Steelhead-Upper Columbia River DPS

Targeted species (non-ESU species):

Bull Trout

Area Encompassed (acres) (B.0.b.1):

5260000.0

Miles of Stream and/or Shoreline Affected (B.0.b.2):

1050.00

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Upper Columbia Salmon Recovery Board. 2007. Upper Columbia Spring Chinook Salmon and Steelhead Recovery Plan.

https://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domains/interior_columbia/upper_columbia/uc_plan.pdf

Description of the Plan (B.1.b.6.b):

Building community support is critical for project development and creating an authorizing environment for salmon recovery project implementation. Outreach activities examples include educating elected officials (federal, state, local representatives), presentations to community groups, youth education day camps, and meetings with landowners.

Worksite #4, Regional Organization Tasks

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Upper Columbia River Spring-run ESU, Chinook Salmon-Upper Columbia River summer/fall-run ESU, Steelhead-Upper Columbia River DPS

Targeted species (non-ESU species):

Bull Trout

Area Encompassed (acres) (B.0.b.1):

5260000.0

Miles of Stream and/or Shoreline Affected (B.0.b.2):

1050.00

Restoration Planning And Coordination Project

Coordination on implementation of a recovery plan (B.1.b.2)

Name of the Plan Implemented (B.1.b.2.a):

Upper Columbia Salmon Recovery Board. 2007. Upper Columbia Spring Chinook Salmon and Steelhead Recovery Plan.

https://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domains/interior_columbia/upper_columbia/uc_plan.pdf

Description of the Plan (B.1.b.2.b):

The Board works with partners to facilitate implementation of salmon habitat restoration and protection projects that are consistent with the Recovery Plan. The Board serves an essential coordination and communication role for the region that ensures broad based community, state, federal and Tribal support and understanding of the plan and its objectives. The Board also coordinates with entities working in those sectors outside of habitat (i.e. hatchery, harvest and hydropower) to report progress toward program goals that similarly contribute to recovery.

Project Sponsor: Upper Columbia Salmon Recovery Board
Project Title: Upper Columbia Salmon Recovery Board BN 25-27

Project Number: 25-1258P
Approval Date: 07/01/2025

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	07/01/2025	
	Progress Report Due	07/31/2026	
	Annual Project Billing Due	08/31/2026	
	Agreement End Date	08/31/2027	
	Final Report Due	09/30/2027	
	Final Billing Due	10/31/2027	

Project Sponsor: Upper Columbia Salmon Recovery Board
Project Title: Upper Columbia Salmon Recovery Board BN 25-27

Project Number: 25-1258P
Approval Date: 07/01/2025

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 01/27/2025.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

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

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200 (as updated), for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- D. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- E. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement

regarding reimbursement requirements.

- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
- E. **Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. Part 200 (as updated). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
- 1) Are verifiable from the non-Federal entity's (Sponsor's) records;
 - 2) Are not included as contributions for any other Federal award;
 - 3) Are necessary and reasonable for accomplishment of project or program objectives;
 - 4) Are allowable under 2 C.F.R. Part 200 as updated;
 - 5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 - 6) Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
 - 7) Conform to other provisions of 2 C.F.R. Part 200 (as updated) as applicable.
- F. **Requirements for Federal Subawards: Close out.** Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:
- 1) Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
 - 2) Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 - 3) Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 - 4) Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
- 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Requirements for Federal Subawards.** Requirements for Federal Subawards. Sponsors must also comply with program income requirements (see 2 C.F.R. Part 200 (as updated) for federal awards).

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
- 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be

enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

- 1) For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.
- C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013) as updated and amended):
 - 1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - 2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - 3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - 4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - 5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, 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, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate Sponsor, including any nonprofit Sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.

- B. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- C. Maintain sites or facilities open to the public and may not limit access to members.

PROVISIONS FOR FEDERAL SUBAWARDS

The following shall apply, as applicable by federal law, rule, policy waiver, or presidential executive order:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 (as updated). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, Build America, Buy America Act, Pub. L. No. 117-58, Section 70901-52.** Subrecipients must comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project. The Act requires the following Buy America preference:
 - 1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - 3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
 - 4) Subject to subsequent approved federal agency specific waivers.
- C. **Binding Official.** Per 2 CFR 200 (as updated), as updated, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- D. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200 (as updated).
 - 1) **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - 2) **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- E. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for

compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

- F. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- H. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- J. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in

the EPA guidelines.

- K. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- L. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- M. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

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

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement 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 Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.



Applicant Resolution/Authorization

Organization Name (sponsor) Upper Columbia Salmon Recovery Board

Resolution No. or Document Name 25-002

Project(s) Number(s), and Name(s) UCSRB BN 25-27

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Amanda Ward, Executive Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Amanda Ward, Executive Director Julie Foss, Accounting Manager
RCO Grant Agreement (Agreement)	Shon Smith, UCSRB Board Chair, Shannon Adams (Co-Chair)
Agreement amendments	Shon Smith, UCSRB Board Chair; Amanda Ward, Executive Director
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Shon Smith, UCSRB Board Chair

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title UCSRB Board Chair Date 6/26/25

On File at: UCSRB, 123 Easy Street, Wenatchee, WA 98801

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: Wenatchee, WA Date: 6/26/2025

Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

Electronic Signature Authorization

General Project Information	
Project Number	Project Name
25-1258P	Upper Columbia Salmon Recovery Board BN 25-27
Sponsor Name	Upper Columbia Salmon Recovery Board

Please fill out the table below to identify the specific individuals who will review or approve and the individual who will sign the agreement and any amendments. List the names in the appropriate order. You must have a designated signer listed in this table. The name of the designated signer must be consistent with the authorized signer in the "Applicant Resolution/Authorization".

Definitions of Roles

Approver: Reviews and approves the electronic document and contacts RCO if corrections are needed. The approver does not sign the document.

Signer: Must officially sign the document with an electronic signature and may be required to enter data such as title, date, agency name, etc. into fields.

Routing Order	Role	E-mail Address
1	Signer	Shon.Smith@CO.CHELAN.WA.US
2	Signer	amanda.ward@ucsrb.org
3	Approver	amanda.ward@ucsrb.org
4	Approver	julie.foss@ucsrb.org
5	Signer	adas@yakamafish-nsn.gov





Upper Columbia Salmon Recovery Board Operations Manual

~~Approved~~ Revised June ~~February 28, 2019~~ 25

OPERATIONAL POLICIES

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Appendix A - Conflict of Interest Policy

Operational Policies

1. Conflict of Interest

A potential conflict of interest arises when a director, officer or key person, or that person's relative or business (a) stands to gain a financial benefit from an action the Corporation takes or a transaction into which the Corporation enters; or (b) has another interest that impairs, or could be seen to impair, the independence or objectivity of the director, officer or key person in discharging their duties to the Corporation.

The UCSRB Conflict of Interest policy is regularly reviewed and signed by Board members and the Executive Director. A copy of the Conflict of Interest policy is included in this Operations Manual, attached as Appendix A.

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4.1 2. Disclosure of Public Records

The Public Records Act (PRA) requires that all public records maintained by state and local agencies be made available to all members of the public, with very narrow statutory exemptions.

Definitions

"Public record" is defined in RCW 42.56.010 (3) as any writing that is prepared, owned, used, or retained by any state or local government agency, and which contains information that relates to the conduct of government, or the performance of any governmental or proprietary function. includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used or retained by any state or local agency regardless of physical form or characteristic.

The term "writing" is broadly defined to include not only traditional written records, but also photos, maps, videos, voicemails, webpages, emails, text messages, and social media content (RCW 42.56.010 (4)). "Writing" means handwriting, typewriting, printing, Photostating, photographing, and every other means of recording any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums and other documents.

Requests for Public Records

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The Executive Director will act as the UCSRB Public Records Officer (PRO). The Executive Director will also advise the UCSRB Board if a public records request is received. All requests shall be directed to the Management Board business office. The Public Records request shall include the following information:

1. The name of the person requesting the records;
2. The date of the request;
3. The identifiable record(s) being requested.

Time, Inspection and Copying of Public Records

Public records shall be available for inspection and copying during the regular office hours: Monday through Friday, 8:00 AM to 5:00 PM, excluding legal holidays. Public records required to be disclosed by Chapter 42.17-56 RCW, shall be made available for inspection under the supervision of the Board's business-office administrative staff. Arrangements for photocopying of documents in accordance with RCW 42.17.30056.080 shall be made by the Board's business-office administrative staff in such a way as to protect the records from from damage or disorganization and to prevent excessive interference with other essential functions of the agency.

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No fee shall be charged for the inspection of public records. The Board imposes a charge for providing copies of public records and for the costs of envelopes, postage, and other charges as allowed by the law. No person shall be provided a copy of a public record which has been copied by the Board at the request of such person until and unless such person has tendered payment for the charge for providing such copying. No document shall be physically removed by a member of the public from the viewing area. Nor shall any member of the public who is viewing documents disassemble, deface, or cause the disorganization of documents for any reason whatsoever.

Exemptions

The majority of Public Records Act exemptions are found in RCW 42.56.230-.475. The Code Reviser's Office also annually prepares a comprehensive list of exemptions and prohibitions contained with the RCWs. The Management-UCSRB Board reserves the right to determine that a public record requested is exempt. under RCW 42.17. Responses by the Board refusing, in whole or in part, inspection of any record shall include a statement of the specific exemption authorizing the withholding of the record (or part) and a brief explanation of how the exemption applies to the record withheld.

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Denial of Public Records Request

The person who has been denied access to public records may submit a petition for reconsideration to the Chairman through the UCSRB Executive Director, who will pass the petition to the Board Chair. Board's business office. The petition shall be reviewed

promptly, and the Board will determine what action they would like to take with regards to the petition request, of the executive assistant shall be approved or disapproved. Action upon the petition shall constitute the Board's final action for purposes of judicial review.

No duty to create a public record

The UCSRB is not required to create new records, such as lists, reports, summaries, spreadsheets, or data files, that did not exist at the time the request was submitted.

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4.2 3. Purchasing Goods, Services and Equipment

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Intent

~~This policy is intended to provide guidelines for procuring goods and services for the Board's operations.~~ As a grant-based organization the Board is mindful that the prudent use of public funds is expected. Effort should be made to procure goods and services in a manner consistent with public agency standards while not sacrificing quality. In addition to these policies, the Board is required to adhere to the procurement policies set forth by their granting agencies, specifically RCW 39.26 and CFR 200.320. Procurement of goods and services insofar as practicable, must utilize a competitive, transparent process, which may include telephone, electronic or web-based estimates or bids.

Definitions

"Competitive solicitation" means a documented process providing an equal and open opportunity to goods/services providers and culminating in a selection based on predetermined criteria which may include such factors as the consultant's fees or costs, ability, capacity, experience, reputation, responsiveness to time limitations, responsiveness to solicitation requirements, quality of previous performance, and compliance with statutes and rules relating to contracts or services.

"Bid" means an offer, proposal, or quote for goods or services in response to a solicitation issued for such goods or services.

"Bidder" means an individual or entity who submits a bid, quotation, or proposal in response to a solicitation issued for such goods or services

Non-competitive procurement can only be used for emergency or sole-source justified contracts, direct buy purchases less than \$10,000, or for contracts between UCSRB and entities of the UCSRB Interlocal Agreement.

WA Master Service Contracts

Procurement through the WA Dept. of Enterprise Services' Master Contracts may be used when it can reasonably address UCSRB's needs for goods/services.

Direct Buy

Purchases under \$10,000 (or \$13,000 from a micro- or minibusiness with gross annual revenues less than \$1 million) may be obtained directly from a vendor without a competitive process. The cumulative total per year to any one direct buy vendor cannot exceed these amounts without initiating a competitive solicitation.

Solicitation of Estimates Process For Procurement Under \$50,000

Solicitation of estimates requires the following:

1. Prepare written document to include, at a minimum: description of services required, project schedule, request for consultant's qualifications, request for costs or fees, and due date for responses.
2. Request cost estimates or rate quotes from a minimum of three firms or individuals. May be solicited and received via telephone or email.
3. Evaluate responses and make award decision.
4. Document for the file: names of firms solicited; copy of solicitation document; copy of rates/estimates received; basis for award decision; and copy of the contract.

Competitive Bid Process For Procurement Greater Than \$50,000

Competitive bid process for procurement greater than \$50,000 requires the following:

1. Advertising the solicitation for a minimum of one day in at least one major daily newspaper generally distributed in the North Central Washington area and posting the solicitation on the Board's website;
2. A formal Request for Proposal (RFP) and Request for Qualification and Quotations (RFQ) document shall be available to inquirers.
3. Date of Receipt will be stamped and documented.
4. Late proposals are not generally accepted.
5. A selection committee will make contracting recommendations to the Board. Evaluation Criteria will be published, and the screening committee will document their findings.
6. Formal documentation of the process will be retained as a permanent record. Such documentation shall include:
 - Public Notice
 - Names of firms that were directly sent the solicitation
 - Copies of all proposals
 - Scoring Evaluation Criteria
 - Summary sheet of selection committee scoring and recommendations
 - Written notification of successful and unsuccessful bidders.

Sole Source Contracts

“Sole source” means a contractor providing goods or services of such a unique nature or sole availability at the location required that the contractor is clearly and justifiably the only practicable source to provide the goods or services.

Emergency Contracts

“Emergency” means a set of unforeseen circumstances beyond the control of the agency that either:

1. Present a real, immediate threat to the proper performance of essential functions; or ~~(b) M~~ may reasonably be expected to result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.
2. When contracting under an emergency basis the competitive bid process is not used however emergency circumstance justification shall be documented prior to contracting.

Contracts Under Interlocal Agreement

Pursuant to RCW 39.34.080 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.

Contract Amendments

The Board will approve contract amendments that change the scope, budget and schedule. The Executive Director will also approve no-cost time extensions. If an amendment was reviewed and discussed at a previous Board meeting the Executive Director may also be given permission to sign the amendment so that contract execution is not delayed.

When the cumulative total of the procurement or subsequent amendment is awarded to a contractor in a fiscal year reaches \$50,000 or greater, the contract or amendment that brings the total to or over the \$50,000 amount shall require competitive bid process, or sole source justification.

Equipment

“Capital expenditure” means the cost of the asset including the cost to put it in place. Capital expenditure for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired.

“Equipment” means an article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost of at least \$5,000.

“Other capital assets” means buildings, land, and improvements to buildings or land that materially increase their value or useful life.

Items of equipment with an acquisition cost of less than \$5,000 are considered to be supplies for purchasing purposes, although equipment valued at \$5,000 or more will be depreciated per UCSRB accounting policy.

1.3 4. Executive Director Transition

~~The executive director is the most critical position within an organization. When an executive director leaves prematurely or without planning, staff turnover may increase, programs and special initiatives may lose momentum, services may weaken, and some organizations may tailspin into crisis. Carefully planned executive transitions can minimize these consequences and lay the groundwork for new leadership, innovation and ideas. Executive director departures present many challenges and opportunities that the board and staff need to be prepared to handle to make the organization's transition effective.~~

~~In the executive director transition process, the director, board, and staff each has a critical role to play. The following are general recommendations for preparing for the departure of an executive director. A fundamental recommendation is that the board and executive director discuss the director's plans regarding tenure and executive director transition as a regular part of the director's annual evaluation.~~

~~The departing executive director should:~~

- ~~1. Give as much notice as possible of the director's resignation to the board and staff. The length of resignation may depend on how long the~~

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director has held the position, the status or fragility of the program and the transition plans in place.

2.—Develop a departure communication strategy first to the board and in consultation with the board then to staff and the broader community explaining why and when the director will be leaving

The board should:

1.—Strengthen its leadership by becoming more active and engaged in the organization and taking stock of existing board roles, relationships, and expectations.

2.—Ensure that the executive director, board, and staff are in regular communication about the transition process as it unfolds.

The board, executive director and staff working together should:

1.—Notify key funders of the impending departure of the director and plans for a carefully planned transition.

2.—Minimize the impacts of the departure on staff morale and retention by fostering communication, teambuilding, and attending to employee relationships.

3.—Ensure that enough funds are available at the time the new director starts for operating expenses and to avoid financial crisis management. During this transition the board may empower its executive committee to meet more frequently to oversee spending if there is a concern about the program's fiscal situation.

4.—Handle any pending major legal issues affecting the internal organization.

5.—Work to ensure that the bookkeeping, records, information systems and physical property are secure and maintained during the transition.

Leading and managing the transition process is the responsibility of the board. In carrying out those tasks, the board may appropriately engage others. For example, the board, staff and outgoing executive director could establish a group (for clarity such a group will be referred to as a "Transition Committee") to develop and implement a plan for the hiring and orientation of the new director and ensure a smooth leadership transition from the outgoing executive director to the new executive

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director. Smaller boards may not need to establish a separate group to engage in this work.

The transition committee or other body should:

1. Be responsible for the overall transition process.
2. Consist of board and staff leaders and such other persons as will represent a broad spectrum of interest in program.
3. Strive for diversity on the committee, particularly with regard to race, gender, and organizational position.
4. Report to and make recommendations to the full board with input and involvement from the staff.
5. Develop a plan, timetable, and budget for its work.
6. Hire an outside organizational development consultant to give advice to the transition committee throughout the process, unless there are compelling reasons not to do so.

The board should adopt specific hiring protocols to conduct a search process for the new executive director. The following protocols are suggested:

Interim Director

Many organizations have found that naming an interim director has been useful. The board should consider if it will need an interim executive director. An interim director may be necessary if the departing director provides little notice or the departure will occur significantly before the new director is hired and oriented, or if the board anticipates it will have difficulty in acquiring a diverse candidate pool. An interim executive director may be an outside consultant, or an internal person such as a deputy director, associate director, other managing staff or board member. Generally, an interim director should not be a candidate for the permanent position, unless they are a serious candidate for the position, possess the qualities and skills necessary for long-term leadership, and their involvement in the search process would not provide them with an unfair advantage.

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~~The interim director and the board chair should establish a temporary chain of command and system for decision-making and communication among board, staff, funders, and volunteers to ensure a smooth interim transition.~~

~~Executive Director Hiring~~

~~The board may decide to hire a search firm to lead the search for the permanent executive director. Search firms may offer valuable assistance with recruitment, initial screening, and advice about effective resume review, interview and hiring techniques. These firms should have extensive experience in outreaching to diverse candidates. Some firms may be strong search firms but may not have the organizational development skills to assist with activities that need to happen before and after the search process. Organizational development or executive transition consultants may be more helpful with non-search activities. Your organization should explore the advantages and disadvantages of working with search or other types of consultants to assist you with this process.~~

~~The board may decide to delegate many of its hiring functions, but, the full board should be fully informed about and approve the major steps taken as the process moves forward. If the board decides to delegate its functions it may appoint the transition committee, or/and other body to conduct the hiring process. This “hiring body’s” (which could be the transition committee) responsibilities could include developing a plan and timetable that includes drafting a job description to be approved by the board, supporting recruitment, ensuring diversity in the applicant pool, reviewing resumes, and conducting interviews.~~

~~Board members and/or members of the hiring body may benefit from training or consultation from the diversity coalition or others on effective diversity hiring practices.~~

Mini Organizational Assessment

Once the new Executive Director is hired he/she may want to work with the Board to conduct listening sessions or a mini organizational assessment to determine immediate priorities and needs of staff, stakeholders, partners and Board members.

1. The assessment should examine current organizational strengths, weaknesses, opportunities, threats, priorities and resources. The assessment should be designed to allow the new Executive Director and Board to identify any priority actions that should be undertaken.
2. The Board and new Executive Director may wish to pursue a full strategic planning process once the new Executive Director is situated in his/her role

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4.4 4. Document Retention and Destruction Policy

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This Document and Retention and Destruction Policy of the identifies the record retention responsibilities of staff, volunteers, members of the Board of Directors, and outsiders for maintaining and documenting the storage and destruction of the UCSRB's documents and records.

Rules

The staff, volunteers, members of the Board of Directors and outsiders (i.e., independent contractors via agreements with them) are required to transfer to the UCSRB Human Resources, Legal or Administrative staffs/departments or their equivalents all paper or electronic documents. These documents will be retained and maintained under the terms below:

Terms for Retention

RETAIN PERMANENTLY:

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Governance Records – Charter and amendments, Bylaws, other organizational documents, governing board and board committee minutes.

Tax Records – Filed state and federal tax returns/reports and supporting records, tax exemption determination letter and related correspondence, files related to tax audits.

Intellectual Property Records – Copyright and trademark registrations and samples of protected works.

Financial Records – Audited financial statements, attorney contingent liability letters.

RETAIN FOR TEN YEARS:

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Pension and Benefit Records – Pension (ERISA) plan participant/beneficiary records, actuarial reports, related correspondence with government agencies, and supporting records.

Government Relations Records – State and Federal lobbying and political contributions reports and supporting records.

RETAIN FOR FIVE YEARS:

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All Other Electronic Records, Documents, and Files – Correspondence files, past budgets, bank statements, publications, employee manuals/policies and procedures, and survey information.

RETAIN FOR THREE YEARS:

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Employee/Employment Records – Employee names, addresses, social security numbers, dates of birth, INS Form I-9, resume/application materials, job descriptions, dates of hire and termination/separation, evaluations, compensations information, promotions, transfers, disciplinary matters, time/payroll records, leave/comp time/FMLA, engagement and discharge correspondence, documentation of basis for independent contractor status (retain for all current employees and independent contractors and for three years after departure of each individual).

Lease, Insurance, and Contract/License Records – Software license agreements, vendor, hotel, and service agreements, independent contractor agreements, employment agreements, consultant agreements, and all other agreements (retain during the term of the agreement and for three years after the termination, expiration, non-renewal of each agreement).

Exceptions

No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation. Exceptions to these rules and terms for retention may be granted only by the UCSRB's Executive Director or Chairman of the Board.

5. Executive Director Transition

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The executive director is the most critical position within an organization.. A carefully planned executive transition can minimize detrimental consequences and lay the groundwork for new leadership, innovation and ideas. Communication between the board and staff needs to be transparent and corroborative to facilitate an effective transition.

In the executive director transition process, the director, board, and staff each has a critical role to play. The following are general recommendations for preparing for the departure of an executive director. A fundamental recommendation is that the board and executive director discuss the director's plans regarding tenure and executive director transition as a regular part of the director's annual evaluation.

The departing executive director should:

1. Give as much notice as possible of the director's resignation to the board and staff. The length of resignation may depend on how long the director has held the position, the status or fragility of the program and the transition plans in place.
2. Develop a departure communication strategy first to the board and in consultation with the board then to staff and the broader community explaining why and when the director will be leaving

The board should:

1. Strengthen its leadership by becoming more active and engaged in the organization and taking stock of existing board roles, relationships, and expectations.
2. Ensure that the executive director, board, and staff are in regular communication about the transition process as it unfolds.

The board, executive director and staff working together should:

1. Notify key funders of the impending departure of the director and plans for a carefully planned transition.
2. Minimize the impacts of the departure on staff morale and retention by fostering communication, teambuilding, and attending to employee relationships.
3. Ensure that enough funds are available at the time the new director starts for operating expenses and to avoid financial crisis management. During this transition the board may empower its executive committee to meet more frequently to oversee spending if there is a concern about the program's fiscal situation.
4. Handle any pending major legal issues affecting the internal organization.
5. Work to ensure that the bookkeeping, records, information systems and physical property are secure and maintained during the transition.

Leading and managing the transition process is the responsibility of the board. In carrying out those tasks, the board may appropriately engage others. For example, the board, staff and outgoing executive director could establish a group (for clarity such a group will be referred to as a "Transition Committee") to develop and implement a plan for the hiring and orientation of the new director and ensure a smooth leadership transition from the outgoing executive director to the new executive director. Smaller boards may not need to establish a separate group to engage in this work.

The transition committee or other body should:

1. Be responsible for the overall transition process.

2. Consist of board and staff leaders and such other persons as will represent a broad spectrum of interest in program.
3. Strive for diversity on the committee, particularly with regard to race, gender, and organizational position.
4. Report to and make recommendations to the full board with input and involvement from the staff.
5. Develop a plan, timetable, and budget for its work.
6. May decide to hire an outside organizational development consultant to give advice to the transition committee throughout the process, unless there are compelling reasons not to do so.

The board should adopt specific hiring protocols to conduct a search process for the new executive director. The following protocols are suggested.

Interim Director

The board should consider if it will need an interim executive director. An interim director may be necessary if the departing director provides little notice or the departure will occur significantly before the new director is hired and oriented, or if the board anticipates it will have difficulty in acquiring a diverse candidate pool. An interim executive director may be an outside consultant, an internal person such as a senior managing staff, or a board member. Generally, an interim director should not be a candidate for the permanent position, unless they are a serious candidate for the position, possess the qualities and skills necessary for long-term leadership, and their involvement in the search process would not provide them with an unfair advantage. The interim director and the board chair should establish a temporary chain of command and system for decision-making and communication among board, staff, funders, and volunteers to ensure a smooth interim transition.

Executive Director Hiring

The board may decide to hire a search firm to lead the search for the permanent executive director. A search firm should have extensive experience in outreaching to diverse candidates and may offer valuable assistance with recruitment, initial screening, and advice about effective resume review, interview and hiring techniques.

The board may decide to delegate many of its hiring functions, but the full board should be fully informed about and approve the major steps taken as the process moves forward. If the board decides to delegate its functions it may appoint the transition committee, or/and other body to conduct the hiring process. The responsibilities of the "hiring body", which could be the transition committee, could include developing a plan and timetable that includes drafting a job description to be approved by the board, supporting recruitment, ensuring diversity in the applicant pool, reviewing resumes, and conducting interviews.

Mini Organizational Assessment

Once the new Executive Director is hired he/she may want to work with the Board to conduct listening sessions or a mini organizational assessment to determine immediate priorities and needs of staff, stakeholders, partners and Board members.

1. The assessment should examine current organizational strengths, weaknesses, opportunities, threats, priorities and resources. The assessment should be designed to allow the new Executive Director and Board to identify any priority actions that should be undertaken.
2. The Board and new Executive Director may wish to pursue a full strategic planning process once the new Executive Director is situated in his/her role

UPPER COLUMBIA SALMON RECOVERY BOARD

CONFLICT OF INTEREST POLICY

Article I - Purpose

The purpose of the conflict of interest policy is to protect the Upper Columbia Salmon Recovery Board's (UCSRB Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the UCSRB or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II – Definitions

1. Interested Person

Any director, principal officer or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

- a. An ownership or investment interest in any entity with which the UCSRB has a transaction or arrangement,
- b. A compensation arrangement with the UCSRB or with any entity or individual with which the UCSRB has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with any entity or individual with which the UCSRB is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III – Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the UCSRB can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the UCSRB's best interest, or for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violation of the Conflict of Interest Policy

- a. If the governing board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the

member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV - Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V - Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the ~~Organization~~UCSRB for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the ~~Organization~~UCSRB, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the UCSR~~B~~, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI - Annual Statements

Each director, principal officer and member of a committee with a governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflict of interest policy.
- b. Has read and understands the policy.
- c. Has agreed to comply with the policy, and
- d. Understands the ~~Organization~~UCSRB is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII - Periodic Reviews

To ensure the ~~Organization~~-UCSRB operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangement and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the ~~Organization's~~-UCSRB's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in increment, impermissible private benefit or in an excess benefit transaction.

Article VIII - Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the ~~Organization~~-UCSRB may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring that periodic reviews are conducted.

UPPER COLUMBIA SALMON RECOVERY BOARD

Executive Summary

BOARD MEETING DATE: June 26, 2025
Action item: Updates to UCSRB Operations Manual
Board action requested: Review and approve

Context

The UCSRB Operations Manual was last reviewed in 2022. This revision updates an RCW and adds a copy of the conflict of Interest Policy.

Summary

SECTION	Sub-section	PAGE	COMMENTS
1	Conflict of interest	3	Adds a conflicts of interest statement, and includes a copy of the conflict of Interest Policy as Addendum A
2	Disclosure of Public Records		Updates RCW Addition of “No duty to Create a Public Record” (pg 4).
3	Purchasing Goods, Services and Equipment		Addition – Contract Amendments “if approved by the Board Executive Director can sign to avoid delays”
	Executive Director Transition		Moved from 1.3 to 5.
			All other changes are minor edits

Board Input Sought:

Review and approve.

Bylaws
of
Upper Columbia Salmon Recovery Board
BYLAWS

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PREAMBLE

The local governments and government agencies in the upper Columbia River basin recognize a need to form a cooperative endeavor to facilitate a variety of needs with respect to salmon recovery. The capacity and authority of each entity will provide a strong basis to advocate protection and restoration of fish species, and the protection and enhancement of human and fish environments through cooperation. The mission of the *Upper Columbia Salmon Recovery Board* is to restore viable and sustainable populations of salmon, steelhead and other at-risk species through collaborative, economically sensitive efforts, combined resources, and wise resource management of the upper Columbia region.

BYLAWS

The corporation will operate under these Bylaws. The intent of these bylaws is to create and maintain efficient operation of the Upper Columbia Salmon Recovery Board and to provide certainty for process and responsibility. Any organizational changes as a result of evolving and adaptive need shall not change the intent of these bylaws. Bylaw modifications shall be by consensus of the Board.

1. TITLE

The name of this group shall be the Upper Columbia Salmon Recovery Board (UCSRB).

2. GEOGRAPHIC AREA OF CONCERN

The geographic area of concern of the UCSRB is Chelan, Douglas and Okanogan Counties.

3. ORGANIZATIONAL STRUCTURE

The UCSRB will consist of a Board of Directors (Board), Staff, Implementation Team (IT), and a Regional Technical Team (RTT).

BOARD OF DIRECTORS

The Board shall consist of five ~~members;~~members; one each from Chelan County, Douglas County, Okanogan County, the Confederated Tribes of the Colville Reservation, and the Yakama Nation.

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UcsrbUCSRB BYLAWS -

Revised ~~June 2025~~September 2022

Page 1 of 7

UCSRB STAFF

The UCSRB Staff shall consist of an Executive Director, Program Manager(s), Lead Entity Coordinator, Administrative Assistant, and other positions added as needed to perform the functions of the Board.

REGIONAL IMPLEMENTATION TEAM

The Implementation Team (IT) is an advisory group of representative stakeholders across the region that provides recommendations to the Upper Columbia Salmon Recovery Board. Each of the following organizations may be represented with one vote: *Chelan County, Douglas County, Okanogan County, Yakama Nation, Confederated Colville Tribes, Methow Restoration Council, Entiat Watershed Planning Unit, Wenatchee Watershed Planning Unit, Okanogan Restoration Council, Foster Creek/Douglas County Planning Unit, Upper Columbia Salmon Recovery Board, Regional Technical Team, Upper Columbia Regional Fisheries Enhancement Group, Washington Department of Fish and Wildlife, Governor's Salmon Recovery Office, Chelan County Public Utility District, Douglas County Public Utility District, Grant County Public Utility District, National Marine Fisheries Service, US Forest Service, US Fish and Wildlife Service, Bureau of Reclamation, Bonneville Power Administration, and Bureau of Land Management.*

REGIONAL TECHNICAL TEAM

The Regional Technical Team (RTT) shall consist of ~~persons~~people, with appropriate technical skills and shall be appointed by the RTT. The RTT may consist of members of private, tribal, public utility, and government entities, but is not representational of these entities. A team member must possess a strong technical background and knowledge of salmonids and their habitats in the upper Columbia Region. To reduce the potential for conflicts of interest, RTT members must place no vested interest in a particular subbasin or activity within the region and must reflect regional responsibilities in their deliberations.

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Entities that seek membership on the RTT shall provide written notice to the RTT of their request to join. The RTT shall determine, in consultation with the UCSRB chairperson, whether the candidate meets the criteria for RTT membership stated in the preceding paragraph. The RTT chairperson will provide written notice to the Board of revisions to RTT membership. A member shall formally notify the chairpersons of the RTT of his or her intent to leave the RTT.

4. DURATION

The UCSRB shall function as long as the Board Members maintain support of the body. Board Members shall provide written notice of their intent to leave the body. Upon receipt of written notice of a party's intent to leave the body, the remaining Board Members shall convene to pass a formal statement of action regarding the notice. In the case of a notice of intent to leave the body, the Board Members shall determine whether to continue the UCSRB. If the UCSRB is continued, the Board Members shall adapt

^t
the Bylaws to reflect the changed nature of the UCSRB.

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5. MEMBERSHIP

Members of this corporation consist of Confederated Tribes of the Colville Reservation, Yakama Nation, Okanogan County, Douglas County, and Chelan County, Washington.

At the discretion of the Board, ~~meetings will be facilitated by the Executive Director or designee~~ the Executive Director or designee will facilitate meetings, to assure that members have an equal opportunity to participate.

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6. MEETINGS

Regular meetings of the Board will be scheduled on the fourth Thursday of, generally, every other month.

The Annual Business Meeting shall be held in December.

The Regional Technical Team (RTT) will be scheduled on the second Wednesday of each month, and at the discretion of the RTT Chair.

All meeting times, places, and other logistical details may be changed as needed and will be given a seven-calendar-day notice.

Meetings of the Board and the Regional Technical Team are open to the public. Meetings shall be advertised to the extent practicable, and dates and times will be posted on the corporation's website. Minutes will be taken of the Board meetings. Public participation at such meetings shall be at the discretion of the Board.

7. SPECIAL MEETINGS

If it is necessary to make a decision outside of a regular board meeting if the issue is time-sensitive and/or complicated, a special meeting may be called at any time by the Board chair or a majority of board members.

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A special meeting notice must specify the date, time and place of the special meeting, and the business to be transacted. This notice must be delivered personally, by mail or ~~email~~ email, at least 24 hours before the meeting to each member of the Board and each news media who has provided UCSRB with a written request for notice of special meetings.

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A special meeting notice must also be posted on UCSRB's website and prominently displayed at the main entrance of the agency's principal location and/or meeting location, at least 24 hours prior to the special meeting.

A special meeting notice is not required if the special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements would make this notice impractical and increase the possibility of such injury or damage.

Final disposition cannot be taken on any matter not listed in the special meeting notice.

8. QUORUM

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A quorum is required to hold an official Board meeting. A quorum for the transaction of business exists when two of the three counties and one of the two tribes are in attendance at any scheduled Board meeting and no action may be taken by less than a quorum of members. Board Members may appoint a policy representative or alternate to attend a regularly scheduled meeting. Members present at a meeting in which a quorum is not present may either: 1) elect to proceed with the business of the meeting subject to ratification of all actions taken whenever a quorum is next present at a meeting; or 2) elect to adjourn to a definite time and place at which a quorum will be present.

A quorum for the transaction of RTT business exists when a super majority (defined as 60%) of voting members is in attendance at any meeting. Members shall not assign an alternate or proxy without previous approval from the RTT.

9. ATTENDANCE OF MEETINGS

The operation of the UCSRB is a voluntary, cooperative process intended to recognize and account for the needs of each individual government and stakeholder group. Attendance at meetings by representatives is necessary to provide for the proper functioning of the UCSRB. It is the responsibility of each government represented to assure participation in the UCSRB functions to prove successful.

Participation in Board meetings, including committee and special meetings, may be by way of telephone or electronic platform such as Teams or Zoom, that provide the means for all persons participating in the meeting to hear and/or see each other at the same time and thereby constitute presence in person at a meeting. In-person meeting accommodations may be provided in the UCSRB office or at an alternative location approved by the Board.

BOARD OF DIRECTORS

Members shall make a concerted effort to attend all Board meetings. When a member is unable to attend a Board meeting, s/he should make an effort to advise the Chair, Executive Director, or other members of any issues of concern or special interest to such member.

REGIONAL TECHNICAL TEAM (RTT)

Members shall make a concerted effort to attend all RTT meetings. When a member is unable to attend a RTT meeting, s/he should make an effort to advise the RTT Chair or other RTT members of any issues which are of concern or of special interest to such member.

10. CHAIR AND DELEGATION

BOARD OF DIRECTORS

The terms of all officers will be for one year, with appointments made at the first regularly scheduled meeting of each year. The Board will select a chairperson to preside over the meetings, sign decisional documents that meet the criteria for decision-making, and speak on behalf of the Board in public forums. A vice-chair will be appointed to serve as chair pro-tem in the event that the chairperson is unavailable and a secretary-treasurer will be appointed. ~~annually as well. The terms of all officers will be for one year, with appointments made at the first regularly scheduled meeting of each year. The three appointments will be made chair, vice chair, and secretary-treasurer will be appointed~~ by consensus of the Board.

UCSRB STAFF

The Executive Director shall facilitate staff meetings and submit staff progress reports to the Board.

REGIONAL IMPLEMENTATION TEAM

UCSRB staff shall act as the Implementation Team Leader and shall facilitate the Implementation Team meetings and submit periodic progress reports to the Board.

REGIONAL TECHNICAL TEAM

In consultation with the Board chairperson, the RTT shall appoint a chairperson to facilitate the deliberations of the RTT and to take notes of attendance, decisions, and action plans of the RTT. The RTT chairperson shall act in an *ex officio* capacity and shall be the official spokesperson for the RTT. The RTT shall appoint a vice-chairperson to preside as chair pro-tem in the absence of the chairperson. At the request of any Board member, the chairperson shall provide a formal report of RTT activities to the Board.

11. DECISION-MAKING

BOARD OF DIRECTORS

Decision-making by the Board shall be by consensus. Consensus is defined as unanimous agreement or lack of disagreement amongst Board Members present for a vote.

Whenever possible, a decision can be made in advance if a known circumstance is expected to arise between Board meetings. Should an unexpected or emergency situation occur that requires a timely Board decision, the following process will be followed:

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- The Executive Director will advise the Board Chair and provide all the relevant information for review and discussion.
- If the Board Chair agrees a timely decision is necessary, the Executive Director will then advise all the Board members and provide all relevant information, including a clear statement of the question or matter at hand, and a brief explanation of why the decision needs to be made now rather than at the next Board meeting.
- The Board members will agree on whether to communicate by phone, email or call a special meeting. A quorum must be met.
- Any decision made by the Board will be ratified at the next Board meeting. The decision and a statement that the decision happened between meetings will be included in the Board packet.

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REGIONAL IMPLEMENTATION TEAM

Decisions of the group are based on consensus, which is defined as the agreement of all parties present at a meeting.

REGIONAL TECHNICAL TEAM

For the transaction of RTT business, 60% of the RTT membership needs to be present, in-person or virtually, or on the phone (this includes the chairperson), and a supermajority⁴ is necessary to make RTT decisions, except for the acceptance of new members, project scoring, and a new Chairperson (see below).

The chair will give a seven-day notice of decisional items to be addressed by the RTT at a regularly scheduled meeting, typically identified in the agenda for an upcoming meeting. Members shall not assign a proxy. When a member is unable to attend a meeting, he or she should advise the chairperson or other RTT members of any issues of concern or of special interest to such member. The chairperson shall provide for members to participate by conference call. If unable to attend a meeting, a member may convey his/her vote to the chairperson prior to the meeting, or after the meeting by responding to the draft meeting notes. Members must respond within five working days of the notification; non-response indicates concurrence. RTT members shall make no recommendation to the UCSRB or other entity without a formal decision. Any member may submit a minority opinion with the recommendation report of the RTT.

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12. ACTIONS BY WRITTEN CONSENT

Any board action taken at a meeting of the directors may be finalized after a meeting with consent in writing or email, setting forth the action so taken. Such consent shall have the same force and effect as a quorum vote and may be described as such.

These updated Bylaws, are ADOPTED and signed by Resolution of the Corporation's Board of ~~Directors~~ Directors on this 26th day of ~~September~~ June, 2022⁵:

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UCSRB BOARD

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~~BOB BUGERT~~SHON SMITH, Chelan County Commission, Board Chair

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SHANNON ADAMS, The Yakama Nation, Board Vice-Chair

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~~MARC STRAUB~~BRANDY AGNEW, Douglas County Commission, Board Treasurer

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CHUCK BRUSHWOOD, Colville Confederated Tribes

ANDY HOVER, Okanogan County Commission

UPPER COLUMBIA SALMON RECOVERY BOARD

Executive Summary

BOARD MEETING DATE: June 26, 2025
Action item: Updates to UCSRB Executive Committee Bylaws
Board action requested: Review and approve

Context

The UCSRB Executive Committee Bylaws were last reviewed in 2022. The Bylaws did not include a protocol for a decision making process in between regularly scheduled Board meetings. Because Board meetings are at least two months apart, this can lead to operational delays. This revision provides an outline for dealing with unexpected or emergency matters, should a timely decision be necessary.

Summary

SECTION	Sub-section	PAGE	COMMENTS
Decision Making	Board of Directors	5	Added protocol for timely decision-making, if necessary, in between Board meetings
			All other changes are minor edits

Board Input Sought:

Review and approve.

Working to support stakeholders in the restoration of viable salmonid populations and other at-risk species through collaborative processes that honor regional, cultural, economic and community values.



UCSRB Executive COMMITTEE CHARTERS

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UCSRB Executive Committee

Purpose

The primary function of the Executive Committee is to exercise powers of the Board of Directors which arise between regularly scheduled Board meetings or when it is not practical or feasible for the Board to meet.

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Committee Membership

The Committee will consist of the Chair, Vice Chair, and the Executive Director. The Committee is chaired by the Chair of the UCSRB. The Committee Chair, in conjunction with the Executive Director, will set agendas for meetings and determine the Committee's information needs. Other staff from the organization will participate in meetings at the invitation of the Chair or Executive Director and will assist the committee in gathering information, managing any follow-up actions, and in other ways assisting the committee in fulfilling its purpose.

Meetings

The Committee shall meet at such times and places and by such means as the Committee shall determine. The Committee shall report regularly about its activities to the Board.

Key Responsibilities

To the extent permitted by applicable law, the Committee is empowered to act for the full Board to coordinate organizational objectives with key decision and policy makers. however, the Committee shall not have the power or authority in reference to the following matters:

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1. Amending, altering or repealing the bylaws;
2. Electing, appointing, or removing any member of any such committee or any director or officer of the corporation;
3. Amending the articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation;
4. Authorizing the sale, lease, or exchange of all or substantially all of the property and assets of the corporation not in the ordinary course of business;
5. Authorizing the voluntary dissolution of the corporation or revoking proceedings therefor;
6. Adopting a plan for the distribution of the assets of the corporation; or
7. Amending, altering, or repealing any resolution of the board of directors which by its terms provides that it shall not be amended, altered, or repealed by such committee.

The Executive Committee is authorized to approve UCSRB letters consistent with organizational objectives or the Committee can decide to take them to the full Board for approval.

The Board has delegated contract review and approval to the Executive Committee.- The established thresholds for Executive Committee and subsequent full Board review and approval is as follows:

- Income contracts -- \$580,0001 and greater.
- Expense for income contracts - and \$4080,0001 and greater. - for expense contracts.

Contract thresholds for the Executive Director is as follows:

- Income contracts - \$0.00 - \$80,000.
- Expense contracts - \$0.00 - \$80,000.

Approval for lesser amounts is delegated to the Executive Director. Within these values, the Executive Director is responsible for approving amendments to active income grants that include additions to available funds, reallocation of funds within the original scope of work and budget, and/or expense contracts identified in the deliverables of a larger grant previously approved by the UCSRB Board.-The Executive Director will also approve no-cost time extensions.

Whenever possible, the Executive Director will provide the Board with prior notification of a potential new contract (income or expense) or amendment. If a new contract or change was not previously discussed with the Board, the Executive Director will advise the Board Chair of a new contract, sub-contract or amendment expected to be signed between Board meetings to ensure consistency with UCSRB policies and organizational liabilities are minimal. The Executive Director will present a summary of all contracts, income or expense, to each Executive Committee meeting, and subsequent full Board meeting. The Executive Committee will review contracts, sub-contracts, and renewals to ensure consistency with policies of the organization and liabilities are minimized to the organization.

UCSRB Board members who are also elected officials or employees of a tribal entity may engage in contracts between the UCSRB and the county or tribe they represent but should recuse from signing. The respective board member should also recuse from participating in discussion and a vote on approval. The recusal from discussion and voting should also be noted in the meeting minutes. In the event of a conflict that the Chair is signing a contract for their respective organization, the Vice Chair may sign in their place.

The Committee shall report all action taken by it to the Board at its next regularly scheduled meeting.

UCSRB Finance Committee Charter

Purpose

The Finance Committee will assist the Board of Directors in its oversight responsibilities relating to fiscal management. -In order to assist the organization in the proper and prudent management of its financial resources, the Committee will ensure that management employs personnel and systems capable of providing timely and accurate financial information to the Board and key decision-makers.

Committee Membership

The Committee will consist of the Secretary/Treasurer, one board member and the Executive

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Director. -The Committee is chaired by a designated Chair. The Committee Chair, in conjunction with the Executive Director, will set agendas for meetings and determine the Committee's information needs. Staff from the organization will participate in meetings at the invitation of the Chair or Executive Director and will assist the committee in gathering information, managing any follow-up actions, and in other ways assisting the committee in fulfilling its purpose.

Meetings

The Committee shall meet at such times and places and by such means as the Committee shall determine. The Committee shall report regularly about its activities to the Board.

Key Responsibilities

To fulfill its purposes, the Committee shall:

1. **Review financial statements at regularly scheduled committee meetings.**
2. Meet at least once a year with the UCSRB fiscal representative.
3. **Annually review the need for a financial audit of the organization.**
4. The Committee shall report financial updates and recommendations to the Board at its next regularly scheduled meeting.

~~Approved: 6/6/08; amended 9/22/22.~~

UPPER COLUMBIA SALMON RECOVERY BOARD

Executive Summary

BOARD MEETING DATE: June 26, 2025
Action item: Updates to UCSRB Executive Committee Charters
Board action requested: Review and approve

Context

The UCSRB Executive Committee Charters were last reviewed in 2022. The Executive Director's responsibility level relating to new income contracts and/or amendments is considerably limited, especially with regard to expense contracts. This revision increases in the ED's decisionmaking threshold to maintain operational flow and minimize delays of smaller contracts or contract amendments between Board meetings.

Summary

SECTION	Sub-section	PAGE	COMMENTS
Key Responsibilities		2	Increasing ED's decisionmaking threshold and signatory authority to facilitate smoother, timely operations.
			All other changes are minor edits

Board Input Sought:

Review and approve.

Working to support stakeholders in the restoration of viable salmonid populations and other at-risk species through collaborative processes that honor regional, cultural, economic and community values.



UPPER COLUMBIA SALMON RECOVERY BOARD

CONFLICT OF INTEREST POLICY

Article I - Purpose

The purpose of the conflict of interest policy is to protect the Upper Columbia Salmon Recovery Board's ([UCSRB Organization](#)) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the UCSRB or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II – Definitions

1. Interested Person

Any director, principal officer or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

- a. An ownership or investment interest in any entity with which the UCSRB has a transaction or arrangement,
- b. A compensation arrangement with the UCSRB or with any entity or individual with which the UCSRB has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with any entity or individual with which the UCSRB is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III – Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the

directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the UCSRB can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the UCSRB's best interest, or for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violation of the Conflict of Interest Policy

- a. If the governing board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV - Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V - Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the ~~Organization~~UCSRB for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the ~~Organization~~UCSRB, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
- c. ~~No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the UCSR~~B, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
- b.

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Article VI - Annual Statements

Each director, principal officer and member of a committee with a governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflict of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the ~~Organization~~UCSRB is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII - Periodic Reviews

To ensure the ~~Organization~~UCSRB operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangement and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the ~~Organization's~~UCSRB's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in increment, impermissible private benefit or in an excess benefit transaction.

Article VIII - Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the ~~Organization~~UCSRB may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring that periodic reviews are conducted.

UPPER COLUMBIA SALMON RECOVERY BOARD

Shon Smith, Board Chair _____
Chelan County Commissioner
Date: _____

Shannon Adams, Vice-Chair _____
Yakama Nation
Date: _____

Randy Agnew, Board Treasurer _____
Douglas County Commissioner
Date: _____

Chuck Brushwood _____
Colville Confederated Tribes
Date: _____

Andy Hover _____
Okanogan County Commissioner
Date: _____

Amanda Ward _____
UCSRB Executive Director
Date: _____

NOTE: Conflict of Interest Policy taken from the Nonprofit Incubator (NOPI) website:
<https://www.thenopi.org/toolkit/conflict-of-interest-policy>