

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
Thursday, February 24, 2022
9:00 AM – 12:15 PM

*Join via webinar: <https://global.gotomeeting.com/join/251048853>
Join via teleconference: 1-224-501-3412 access code: 251-048-853#

| Time | Topic | Presenter |
|----------|--|---|
| 9:00 AM | Welcome and Introductions <ul style="list-style-type: none"> • Introduce Elaine Sivey, Accounting Manager • Review Agenda/Additions • Approve February 24, 2022 Board Meeting Agenda • Approve December 9, 2021 Board Meeting Summary | Chair Bob Bugert Melody Kreimes Directors Directors Directors |
| 9:10 AM | All-H Integrated Recovery <ul style="list-style-type: none"> • Update on All-H <ul style="list-style-type: none"> ◦ Latest Research on Juvenile Predation ◦ Adult Pre-Spawn Mortality ◦ Enloe Dam Removal Update ◦ Rock Island Dam Relicensing • Discussion and Feedback • Agree on Any Action Items or Follow Up | Chair Bugert Tracy Bowerman Directors Directors |
| 9:40 AM | Virtual Legislative/Agency Meetings <ul style="list-style-type: none"> • How to engage with State and Federal Legislators and Agencies on Policies • Questions and Discussion • Agree on Any Action Items or Follow Up | Chair Bugert Melody Kreimes Directors Directors |
| 10:00 AM | OWNF Discussion <ul style="list-style-type: none"> • Forest-Wide Late Successional Reserve Assessment Updates • Latest Information on Funds Associated with Infrastructure, CFLRP, etc. • Roll-Out of BPA-OWNF Programmatic Agreement • Questions & Discussions | Chair Bugert Kristin Bail, OWNF Joe Connor, BPA Directors |
| 10:30 AM | BREAK | |

| | | |
|----------|---|---|
| 10:40 AM | <p>Lead Entity Updates</p> <ul style="list-style-type: none"> Review Chelan County CAC Nominees and Recommendation <ul style="list-style-type: none"> Approve New Chelan County CAC Member SRFB grant round Updates <ul style="list-style-type: none"> Targeted Investment funding Additional PCSRF Funding Shortened Timeline | <p>Chair Bugert Dave Hecker Directors Hecker</p> |
| 11:00 AM | <p>Finance & Operations</p> <ul style="list-style-type: none"> UCSRB Finance Committee Updates Financial Reports <ul style="list-style-type: none"> Review Budget to Actuals Review Income & Expense Report Questions and Discussion UCSRB Personnel Manual Review Update <ul style="list-style-type: none"> Executive Committee Recommendations on Holiday Schedule Approve Personnel Manual Update Contracting <ul style="list-style-type: none"> Update on Income and Consultant Contracts | <p>Chair Bugert Kreimes Sivey/Kreimes</p> <p>Directors Kreimes</p> <p>Directors Alicia Meier</p> |
| 11:30 AM | <p>UCSRB Board of Directors Officer Elections</p> <ul style="list-style-type: none"> Review Officer Rotations and UCSR Policy Nominees for Board Chair, Vice Chair, and Treasurer/Secretary Update Executive and Finance Committee Members Approve Officers | <p>Chair Bugert Kreimes Directors Kreimes Directors</p> |
| 11:50 AM | <p>Executive Director Hiring Status Update</p> <ul style="list-style-type: none"> Overview of Candidates, Interviews, Hiring Process or Extend Search Questions and Discussion | <p>Chair Bugert Directors</p> <p>Directors/UCSRB Staff</p> |
| 12:10 PM | Public Questions and Comments | Chair Bugert |
| 12:15 PM | Wrap-Up and Adjourn Meeting | Chair Bugert |

UPPER COLUMBIA SALMON RECOVERY BOARD
DRAFT MEETING (Webinar) SUMMARY
December 9, 2021

Board Members Present:

Chair, Chelan County: Bob Bugert; **Vice-Chair, Douglas County:** Marc Straub; **Okanogan County:** Andy Hover; **Yakama Nation:** Shannon Adams; **Colville Confederated Tribes:** Chuck Brushwood

Staff Present: Melody Kreimes, Tracy Bowerman, Ryan Niemeyer, Nicole Jordan, Dave Hecker, Alicia Meier

Others Present:

Bureau of Reclamation: Steve Kolk; **Cascadia Conservation District:** Ryan Williams; **Chelan County Natural Resource Department:** Mike Kaputa; **NOAA:** Justin Yeager; **Regional Director North Central Washington:** Brock Hoenes, **Representative Schrier Staff:** Kelli Scott; **Community Member:** David Ortman

The virtual meeting was called to order at 9:03 AM by Chair Bob Bugert.

Welcome and Introductions

Chair Bugert welcomed everyone to the meeting and did a roll call on who was present via telephone and webinar. Chair Bugert reviewed the draft agenda for today's meeting.

Andy Hover made a motion to approve the December 9, 2021 agenda. Chuck Brushwood seconded the motion and all approved.

1. Regular Business

Chair Bugert asked for comments or revisions to the November 4, 2021 UCSRB meeting summary. No comments or revisions were offered, and the summary was approved.

Commissioner Marc Straub made a motion to approve the November 4, 2021 UCSRB meeting summary as presented. Shannon Adams seconded the motion and all approved.

2. 2020 Implementation Schedule and Annual Report

Tracy Bowerman presented the 2020 Draft Annual Report completed by Greer Maier. This report details the money spent within the Upper Columbia and results in progress toward recovery for NOAA, partners, and funders. UCSRB produces a report and Implementation Schedule each fall to communicate the work done to protect and restore habitat. Salmon numbers for 2020 are below the recovery target for our region at 50% of the 10-year average for natural origin spring Chinook and 40% of the 10-year average for natural origin steelhead. Factors contributing to the low numbers include fair to poor ocean conditions for 2020 and the past several years.

All-H highlights in the report include

- **Harvest** - Restrictions to fisheries for 2020 due to low abundances of Columbia River salmon and steelhead.
- **Hydrosystem** - Juvenile survival from release sites to Bonneville Dam was average for ocean migrating spring Chinook and steelhead.
- **Hatcheries** – Released 2.7 million spring Chinook and 800,000 steelhead in 2020. Balance between hatchery and wild fish management practices showed a higher proportion of natural influence.

- **Habitat** – 9 projects were completed across 4 subbasins with a total budget of \$3.3 million. COVID affected the number of projects completed in 2020 and was down from the previous year. In total, 38 acres of habitat were protected, 1 mile of stream treated, 1 barrier was removed, 0.2 miles of stream opened, 6 acres of floodplain reconnected in 2020 in priority AU's.

Per the *Recovery Plan*, UCSRB is now only required to submit Annual Report to NOAA every 4 years. Tracy and Melody discussed and would like to continue reporting annually with the implementation schedule instead of moving to a 4-year report, as it would be more difficult to draft a 4-year report. The annual report will be added to the UCSRB website and a link will be sent to NOAA for submission of the report.

Commissioner Andy Hover made a motion to approve the Annual Report and Implementation Schedule to submit to NOAA. Shannon Adams seconded the motion and all approved.

Melody invited Justin Yeager with NOAA to participate in the discussion of a potential letter requesting more strategic input from NOAA on salmon recovery. Justin explained the current budget constraints having an impact on backfilling vacant positions. NOAA will no longer have positions like Lynn Hatcher filled. Justin is willing to help out where he can, but NOAA's top priority is regulatory work-load (reviewing and writing biological opinions). Some items in the draft letter would be addressed by NW Fisheries Science Center. The Board and NOAA discuss how best to engage NOAA on key items and how UCSRB might help address NOAA staff capacity limitations.

Next Steps:

- *Tracy and Melody to meet with Justin to discuss key integrated recovery and how to open the doors with NW Fisheries Science Center conversations.*
- *Hold off on a letter to NOAA. Start the conversation with NOAA and possibly consider a trip/virtual meeting with the Portland NOAA office. Infrastructure money, build back better funding that might help with staffing issues.*
- *Melody and Bob to follow up on this topic*

3. Lead Entity Update

Dave Hecker reviewed the timeline for the upcoming 2022 SRFB Grant round. Key dates include:

- Kick-Off February 9, 2022
- Site visit requested dates May 9-13, 2022
- Final proposals deadline May 27, 2022

Dave discussed the 2021 -2023 biennium Targeted Investment program, which has \$3.7 million available. The goal of the program for this biennium is to fund habitat restoration that benefits priority orca prey and will follow the 2022 SRFB schedule. RTT scoring and CAC ranking will be used by the UC region to select a single UC project by the June 27, 2022 deadline. This June 27th deadline is a week earlier than previous SRFB grant rounds, which gives us a shorter turn around with RTT scoring and CAC ranking. SRFB will select one project for the state to fund in September.

Commissioner Marc Straub made a motion to approve the Targeted Investment process as presented. Chuck Brushwood seconded the motion and all approved.

4. Watershed Program

Ryan Niemeyer gave an overview of the Watershed Program being developed by UCSRB to help meet the long-term objectives of the *Upper Columbia Spring Chinook Salmon and Steelhead Recovery Plan*. The goals of the watershed program are the long-term objectives of the *Recovery Plan*:

- Protect areas with natural ecosystems processes
- Maintain suitable stream flows
- Protect and restore water quality
- Protect and restore off-channel and riparian habitat
- Reduce sediment recruitment

Approach to accomplishing these goals is to look at Tier 1 Restoration Areas, most are in USFS or bordering USFS land. Strategic approach is to work with the USFS in the following avenues:

- Engage as a stakeholder with the USFS
- Provide targeted comments to USFS (for projects in priority reaches).
- Help sponsors and partners implement priority actions (know the watershed actions that would have the biggest impacts).
- Clarify watershed actions and feasibility with WATs.
- Amplify the need for ridgetop to river restoration across the subbasins. Need to have watershed subbasin approach for salmon recovery

Next Steps:

- Starting 2022 identify existing efforts and bottlenecks to implement high priority actions.
- End of 2022 develop a strategy to address bottlenecks to implement high priority actions.
- Ask Kristin Bail to come to February Board Meeting
- Melody, Bob and Shannon to talk after this meeting and discuss agenda item for February. Possibly a virtual DC meeting. Include Robert Wagner lobbyist for timber counties through the US.
- Report back from Ryan at next Board meeting on status.

Ryan then gave a brief update on the completion of the Snow2Flow shape file. There was a soft launch last month with USFS and the final launch is scheduled for January or February of 2022. The Snow2Flow tool is located on the [UCSRB website](#).

5. Break

6. Finance & Operations

Melody reviewed the Fiscal Year 2022 amended budget, which included:

- additional funding from BPA with a \$75,000 tech contract, most of the funding will go towards contracting.
- Salaries are lower, changing of staffing with different comp rates due to benefits ~ \$16,000
- Snow2Flow is higher but this is due to contract extensions, covered by funding rolling over into this budget year.
- Triangle Associates budget for \$5,000 (Greer Maier's time to transition Science Manager position)
- Rent was a little higher with the new JDSA location
- Dues and Subscriptions correction to \$2,440 not (\$12,400)
- JDSA construction remodel \$6,999
- Total budget amended to \$1,160.52 still balanced

Commissioner Andy Hover made a motion to approve the FY2022 Amended Budget as presented. Commissioner Marc Straub seconded the motion and all approved.

Melody next reviewed the budget to actuals report showing we have expended 29% of our revenue for FY22 compared to being 42% through the budget year ending June 30, 2022. A few highlights from the budget to actual report are expenses are down as we await invoices for outreach from MSRF and CCNRD. Travel and training continue to be underspent. Staff has been encouraged to look for virtual trainings however, the travel budget including travel to Washington DC will likely not be expended due to COVID. The Finance Committee asked for staff ideas for reallocating \$30,000. Reallocation ideas include a staff retreat (\$2,000-\$5,000), salaries for two Executive Directors with expected overlap with transition (\$5,000 two weeks at full time), increase GIS capacity (\$4,000), Douglas County outreach to orchardist (\$5,000-\$10,000), new building signage (\$1,500).

The Board discussed these options for reallocating the travel budget and would like to wait on a staff retreat with the transition to the new Executive Director. Commissioner Marc Straub would like to hold off on the Douglas County outreach item until he meets with Foster Creek.

Commissioner Andy Hover made a motion to Amend the FY22 Budget reallocating the travel budget to include two weeks of salary for transition of Executive Director and signage for new office. Commissioner Marc Straub seconded the motion and all approved,

Alicia Meier updated the Board on the new BPA Programmatic Habitat Admin Contract. This is a new income contract that is slightly higher than last year for \$159,961 with a period from 12/1/21 to 11/30/22. This would include travel for Tracy Hillman, RTT Chair.

Commissioner Marc Straub made a motion to approve the BPA Programmatic Habitat Admin Contract. Chuck Brushwood seconded the motion and all approved.

7. Public Questions and Comments

There were no public comments.

8. Annual Business Meeting

Melody reviewed the 2022 Board meeting schedule dates and discussed leaving the locations as “TBD” as we plan on holding virtual meetings until in-person meetings resumed.

Commissioner Andy Hover made a motion to approve the 2022 UCSRB Board meeting schedule. Shannon Adams seconded the motion and all approved.

The Personnel Manual revisions were discussed by Melody. Revisions to Group health and related benefits from Washington State Health Care Authority included staff eligible for benefits cannot decline or waive dental, Long-Term Disability, or basic life insurance only medical. Other revisions include removing language on COBRA notification as PEBB policy requires COBRA eligibility. The work schedule under *Compensation Policies* was revised to account for the new COVID work environment to reflect typical office hours with more flexible schedules and alternative work locations.

Chuck Brushwood made a motion to approve the revisions as presented in the UCSRB Personnel Manual. Commissioner Marc Straub seconded the motion and all approved.

Accounting Policies and Procedures Manual Updates

Melody discussed the addition of the operating reserve policy to the Accounting Manual. This was presented to and revised by the Finance Committee, which is recommending the Board approve this new policy. The goal of the operating reserve is to build up a 3-month reserve (\$150,000) to cover unforeseen expenses that cannot be covered by the current annual budget. This reserve will have to be funded by non-grant monies, as most of UCSRB's grants are reimbursable only. The policy includes a process for staff management and tracking of the operating reserve, and for board approval to use funds. If approved, the current budget line called "Operating Reserve" will be renamed "Contingency Fund" and will continue to be used to cover additional expenses that fall within an existing annual budget.

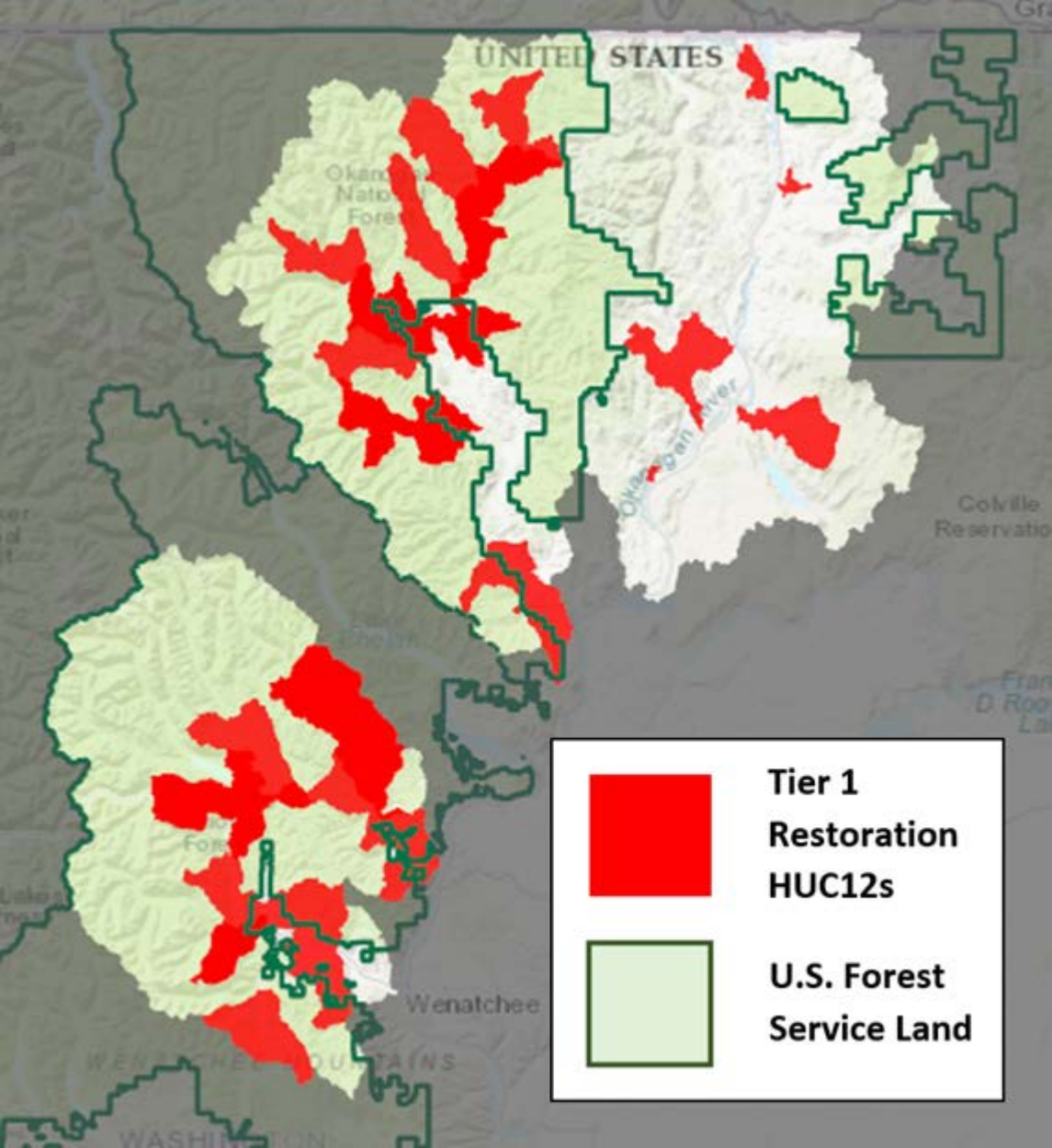
Commissioner Marc Straub made a motion to approve the addition of the Operating Reserve Policy as presented in the UCSRB Accounting Policies and Procedures Manual. Commissioner Andy Hover seconded the motion and all approved.

9. Executive Session

Commissioner Andy Hover made a motion to approve a 3% wage increase for the Executive Director starting December 1, 2021. Commissioner Marc Straub seconded the motion and all approved.

10. Wrap-up and Adjourn Meeting

Chair Bugert thanked everyone for attending the UCSRB virtual meeting. and adjourned the meeting. at 12:30 pm. Next Board meeting will be Thursday February 24, 2022.



| Bill Number | Name | Link | Specifications relevant UCSRB |
|----------------------------|---|---|---|
| Senate Bills | | | |
| SB 5567 | Concerning commercial salmon fishing | https://app.leg.wa.gov/billssummary?BillNumber=5567&Initiative=false&Year=2021 | |
| SB 5727 | Protecting, restoring, and maintaining habitat for salmon recovery. | https://app.leg.wa.gov/billssummary?BillNumber=5727&Year=2021&Initiative=false | Directs the state Department of Fish and Wildlife to set and enforce "riparian management zones". |
| SB 5826 | Concerning warm water game fish | https://app.leg.wa.gov/billssummary?BillNumber=5826&Initiative=false&Year=2021 | May impact northern pike fishing regulations above Chief Joseph |
| SB5633 | Planning for the prevention of permanent loss of forests in Washington state | https://app.leg.wa.gov/billssummary?BillNumber=5633&Initiative=false&Year=2021 | |
| House Bills | | | |
| HB 1653 | Improving statewide coordination in support of anadromous fish recovery. | https://app.leg.wa.gov/billssummary?billNumber=1653&year=2022 | Would move the Salmon Recovery Office away from RCO to under the governors office. |
| HB 1910 | Concerning conservation district elections. | https://app.leg.wa.gov/billssummary?BillNumber=1910&Initiative=false&Year=2021 | Might impact conservation districts and our partners |
| HB 1895 | Developing a plan for conservation, reforestation, and restoration of forests in Washington state | https://app.leg.wa.gov/billssummary?BillNumber=1895&Initiative=false&Year=2021 | Not moving forward as of 2-4-22 |
| HB 1869 | Encouraging salmon recovery through voluntary stewardship | https://app.leg.wa.gov/billssummary?BillNumber=1869&Initiative=false&Year=2021 | Similar to the voluntary stewardship program To be known as Lorraine Loomis Act. The bill focuses on designated riparian management zones, habitats identified as suitable for salmon and steelhead. |
| HB 1838 | Protecting, restoring, and maintaining habitat for salmon recovery | https://app.leg.wa.gov/billssummary?BillNumber=1838&Initiative=false&Year=2021 | Landowners with property identified as an RMZ will be responsible for the restoration and protection of the area in exchange for compensation. |
| HB 1117 | Promoting salmon recovery through revisions to the state's comprehensive planning framework | https://app.leg.wa.gov/billssummary?BillNumber=1117&Initiative=false&Year=2021 | More prescriptive than 1869 |
| Federal Legislation | | | |

HR 3684 which
became Public Law
Number 117-58 Infrastructure Investment and Jobs Act

<https://www.congress.gov/bills/117th-congress/house-bill/3684>

The Departments of the Interior, Agriculture and Homeland Security Federal Emergency Management Agency (FEMA) will establish a new Wildland Fire Mitigation and Management Commission, which is required by the Bipartisan Infrastructure Law, H.R.3684, signed by the President on November 15, 2021.

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.



To: UCSRB Board of Directors
From: Dave Hecker, Lead Entity Coordinator
Re: Chelan County Citizen Advisory Committee Confirmation
Date: 2/15/2021

Upper Columbia Salmon Recovery Board (UCSRB) staff would like to request the Board of Director's review and confirmation of the nominee to the Chelan County Citizens' Advisory Committee (CAC). Citizens' Advisory Committees were created under the Salmon Recovery Act of 1998 (RCW 77.85) to compile a list of salmon recovery habitat projects for funding consideration by the State. Local CAC members serve an important role in contributing to the accountability of the Upper Columbia in the allocation of funding from the Salmon Recovery Funding Board to promote locally-led salmon recovery efforts in the region. The CACs review salmon recovery project grant proposals, attend an annual series of up to three meetings, and attend on-site project tours.

From January 4, 2022, to February 4, 2022 the UCSRB staff facilitated a "call for nominations" through the local Chelan County watershed planning groups seeking one or more nominees. For CAC representation in Chelan County, the UCSRB is seeking one individual with a representative interest in: agricultural, county, conservation districts, environmental groups, landowners, local business, regional fish enhancement groups, tribes, or volunteer group interests.

James Johnson of Cashmere, WA was the first choice of the Chelan County Commission with Matt Collins of Peshastin, WA as the alternate. **Staff is seeking confirmation from the UCSRB Board of Director's on this nomination.**

Included is additional background information:

1. Call for Nominations Announcement and Recruitment Background Information (two documents)
2. Chelan County Commissioner Decision from February 14, 2022 (will be added, not available at time of sending)
3. Letter of Interest & Bio (for James Johnson and Matt Collins)

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.



2022 Call for Nominations: Chelan County Citizen's Advisory Committee Members for the Salmon Recovery Funding Board (SRFB) funding process

The Upper Columbia Salmon Recovery Board (UCSRB) is requesting nominations for one new member for the Chelan County Citizens' Advisory Committees (CACs). The UCSRB is seeking nominations of individuals representing their geographic area that exemplify the following representation: agricultural, county, conservation districts, environmental groups, landowners, local business, regional fish enhancement groups, tribes, or volunteer groups.

Nominations need to be from the following Geographic Areas:

- One member from the Entiat OR Wenatchee Subbasin

Interested individuals should contact the lead staff or your local watershed planning groups (see contacts below) and provide a letter of interest and short bio/resume to support the nomination by the COB Friday, February 4, 2022.

The UCSRB is a regional salmon recovery organization tasked with implementing the *Upper Columbia Spring Chinook Salmon and Steelhead Recovery Plan* to recover three independent populations of spring Chinook, four steelhead populations, and bull trout, all listed as threatened or endangered under the Endangered Species Act. CACs were created under the Salmon Recovery Act of 1998 to compile a list of Salmon Recovery habitat projects, establish priorities for individual projects, define the sequence for project implementation, and submit these activities as the proposed habitat project list. CAC members play an instrumental role in bringing accountability to the Upper Columbia in the allocation of Pacific Coastal Salmon Recovery Funds (PCSRF) to promote the restoration of viable and sustainable populations of salmon, steelhead, and other at-risk species through collaborative, locally- led salmon recovery efforts in the Region. The CACs review and rank salmon recovery project grant proposals, attend an annual series of up to three meetings, and attend on-site project tours.

| Upper Columbia Planning Group Contacts | | |
|--|--------------|--|
| Planning Groups | Lead | Contact Information |
| Wenatchee Habitat Subcommittee | Lisa Dowling | lisa.dowling@co.chelan.wa.us – Chelan County Natural Resource Department |
| Entiat Habitat Subcommittee | Mark Ingman | marki@cascadiacd.org – Cascadia Conservation District |

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.



Citizens Advisory Committee 2022 Recruitment Background Information

The Upper Columbia Salmon Recovery Board (UCSRB) approved the Chelan and Okanogan Citizen's Advisory Committee (CAC) recruitment process December 12, 2013. Once the membership of either CAC committee falls below seven members, the UCSRB initiates a "call for nomination" through the local subbasin planning groups. The UCSRB requests that each planning group submit one or more citizen committee nominees. The Lead Entity Coordinator will transmit these nominations to the respective county commissions. Each county commission will provide a final candidate from these nominations to the UCSRB for approval. **Please see the recruitment criteria, the list of current citizen's committees (Table 1) and the anticipated timeline for this recruitment process (Table 2) below.**

Recruitment Criteria:

1. Diverse Interest Representation
 - a. Currently seeking representative interests from: **agricultural, county, conservation districts, environmental groups, landowners, local business, regional fish enhancement groups, tribes, or volunteer groups.**
2. Geographic Representation within the Upper Columbia
 - a. Nominees from the either Wenatchee or Entiat subbasin are eligible currently.

Table 1. Current Citizens Advisory Committees Representatives

| Chelan CAC Members | Member since | Representation | Geographic Area |
|---------------------|--------------|-------------------------------------|-----------------|
| Mike Deason (Chair) | 2005 | City | Leavenworth |
| Bob Whitehall | 2016 | Landowner/Other Habitat Interest | Entiat |
| Alan Schmidt | 2018 | Landowner | Entiat |
| Keith Truscott | 2019 | Other Habitat Interest | Wenatchee |
| Bruce Merighi | 2020 | Landowner/Other Habitat Interest | At Large |
| Leah Hemberry | 2020 | Agriculture/ Other Habitat Interest | At Large |
| | | | |

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.



Table 2. Recruitment Timeline

| Citizens Advisory Committee Recruitment Timeline | | |
|--|---|----------------------------------|
| February 4, 2022 | Call for Nominations through the groups/Leads and forwarded to the LE Coordinator | Compilation of Nominees planning |
| February 14, 2022 | LE Coordinator compiles and transmits to the County Commissions for selection | Nominee Selection |
| February 24, 2022 | UCSRB BOD meeting | Board Decision/Approval |

Legislative Language:

The following excerpt is from the Washington State Revised Code of Washington (RCW) 77.85 Salmon Recovery Act as it pertains to Citizens' Committees.

"(b) The lead entity shall establish a committee that consists of representative interests of counties, cities, conservation districts, tribes, environmental groups, business interests, landowners, citizens, volunteer groups, regional fish enhancement groups, and other habitat interests. The purpose of the committee is to provide a citizen-based evaluation of the projects proposed to promote salmon habitat."

Conflict of Interest Statement:

A conflict of interest occurs if the candidate stands to benefit financially from a salmon recovery project's; or has a position that directly contributes to the development of salmon habitat proposal.

Planning Group Leads please send all nominees to:

Dave Hecker
Lead Entity Coordinator
Upper Columbia Salmon Recovery Board
Phone: 208-869-9446
dave.hecker@ucsrb.org

February 7, 2022

Dave Hecker
Upper Columbia Recovery Board
123 Easy Street, Suite B
Wenatchee, WA 98801

RE: Chelan County Citizens' Advisory Committee - Upper Columbia Salmon Recovery Board

Dear Mr. Hecker,

Please accept this self nomination for consideration for appointment to the Chelan County Citizens' Advisory Committee position supporting the function of the Upper Columbia Salmon Recovery Board.

I am a food production professional actively engaged in the North Pacific fishing industry and commercial pear producer in the Wenatchee River Valley. I am a twenty year resident of Cashmere and own agriculture and waterfront property on the upper Columbia River near Chelan Falls.

As a pear farmer and governmental affairs professional in the North Pacific halibut and ~~sablefish~~ fishery I feel I could be a good addition to the Chelan County Citizens' Advisory Committee to the Upper Columbia Salmon Recovery Board.

I am actively engaged in fisheries science and policy in my capacity as member of the North Pacific Fishery Management Council's Advisory Panel and as a member of the Management Strategy Advisory Board for the International Pacific Halibut Commission. Apart from farming pears, I am a member of the Pear Research Subcommittee supporting the Washington Tree Fruit Research Commission's pear research function.

I am well versed in fisheries policy and assessment and have first hand experience balancing conservation and rehabilitation goals with the interests of other public and private sector stakeholders and would welcome the opportunity to serve on the Chelan County Citizens' Advisory Committee.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'James J. Johnson', with a long, sweeping horizontal line extending to the right.

James J. Johnson
2015 Mission Creek Road
Cashmere, WA 98815

JAMES J JOHNSON – Food Production PROFESSIONAL

jamesjohnsonlr@gmail.com LinkedIn.com/in/JamesJJohnson 206-612-0106 Seattle and Cashmere, Washington

A seasoned professional with experience effectively leading dynamic governmental, maritime, and food production enterprises. Successfully provided essential leadership, management, fiscal and operational oversight, executive and board support, brand management, leadership development, and implementation and evaluation of all mission-related activities. Areas of Expertise include:

Strategic Planning & Forecasting Fiscal & Operational Oversight Policy Review & Development Governmental Relations
Policy & Administration Staff & Project Management Public and Private Sector leadership Staff Training & Leadership
Labor & Employee Relations

PROFESSIONAL EXPERIENCE

Deep Sea Fishermen's Union of the Pacific Seattle, Washington

Representing North Pacific commercial fixed-gear Halibut and Sablefish fishermen since 1912.

EXECUTIVE DIRECTOR December 2016 to present - Effectively deliver fisheries industry governmental relations leadership (North Pacific Fishery Management Council Advisory Panel and the Pacific Halibut Commission Management Strategy Advisory Board) and expertly provide fiscal and operational oversight, financial growth and development, executive board support, union and real estate brands management, leadership development, and implementation and evaluation of all lines of business. **KEY ACCOMPLISHMENT:**

- Successfully developed and implemented the role of Executive Director.

Eat on the Wild Side Seattle, Washington

Connecting and advocating for Washington's fixed-gear Halibut and Sablefish fishing community.

DIRECTOR December 2016 to present – Working with our partners at the Fishing Vessel Owners' Association educate and inform the public on matters related to a sustainable North Pacific Halibut and Sablefish fishery, provide Marine Stewardship Council (MSC) certifications for companies with the MSC standard of excellence for well-managed and sustainable Halibut and Sablefish fisheries and deliver maritime career training and apprenticeship programs.

KEY ACCOMPLISHMENT:

- Developed and implemented maritime career training and apprenticeship programs.

MSJ Orchards Cashmere, Washington

Producing Rushing River Brand Bartlett, Anjou and Bosc Pears in Washington's Wenatchee River Valley. **MANAGING**

GENERAL PARTNER May 2008 to present - Provide leadership, governmental relations and expertise in business development and acquisition as a Managing Partner in commercial tree fruit growing enterprises in the Wenatchee River Valley. Grower member and Board Member of the Peshastin Hi-Up Co-Op and fresh and processed Washington Tree Fruit Pear Research Committee Member.

KEY ACCOMPLISHMENT:

- Leveraging local mid-level agricultural production utilizing innovative research and business management techniques.

King County Government Seattle, Washington

A diverse and dynamic community with a robust and diverse economy - the most populous county in Washington. **LABOR RELATIONS MANAGER** June 1996 – December 2006 & December 2014 - June 2016 - An acknowledged expert providing county-wide leadership, management, fiscal and operational oversight, executive office support, union management, leadership development, and implementation and evaluation of all lines of business for the Labor Relations function of Martin Luther King County. Acted as a key labor relations advisor in the areas of strategic planning, labor policy development, employment law and personnel matters. Responsible for negotiating complex and high-profile matters with a coalition of labor unions representing the majority of county employees.

KEY ACCOMPLISHMENT:

- Specialized in complex and politically sensitive labor relations issues and as the designated contract negotiations closer.

DEPUTY DIRECTOR January 2007 – December 2014 - Successfully provided county-wide leadership, management, and operational oversight of all lines of business for the Labor Relations function of Martin Luther King County. Responsible for negotiating complex and high-profile matters with a coalition of labor unions representing the majority of county employees. **KEY ACCOMPLISHMENT:**

- Served as principal advisor to county leadership in matters such as strategic planning, labor law and policy development.

JAMES J JOHNSON

Office and Employees International Union, Local 8 Seattle, Washington

A local union representing more than 6,000 white collar office workers in Washington State.

UNION REPRESENTATIVE June 1994 – July 1996 – Negotiated, implemented and administered private and public sector collective bargaining agreements on behalf of employees in the maritime, insurance and medical sectors.

KEY ACCOMPLISHMENT:

- Specialized in multi-employer and public sector labor agreements.

Inlandboatmen's Union of the Pacific Seattle, Washington

At the Heart of Maritime Since 1918

UNION REPRESENTATIVE June 1992 - June 1994 – Assisted National President in negotiating private sector commercial deckhand labor agreements and oversaw member communications function.

KEY ACCOMPLISHMENT:

- Developed, implemented and administered the National Office publication of the Pacific Mariner.

EDUCATION & TRAINING

Cascade Executive Program at the Evans School of Public Affairs

UNIVERSITY OF WASHINGTON | Seattle, WA

Master of Public Administration

SEATTLE UNIVERSITY | Seattle, WA

Bachelor of Arts

UNIVERSITY OF WASHINGTON | Seattle, WA

Hi Dave –

I'm interested in serving on the Citizens Advisory Committee for the Wenatchee subbasin. As a resident of Peshastin and the owner of a small business in Leavenworth, I have a great deal of interest in salmon habitat issues in our watershed. It would certainly be a privilege to work with the CAC and the Upper Columbia Salmon Recovery Board to evaluate proposed salmon habitat projects. I have some past experience working with salmon in the Wenatchee watershed and I've attached a CV of related work experiences as requested in Call for Nominees.

I'm excited for the opportunity to learn more about local salmon habitat projects and reconnect with the energetic folks that put it all together. Thank you for considering me for the CAC.

Sincerely,

Matt Collins
Whistlepunk Ice Cream Co
8476 Lake St.
Peshastin, WA 98847
509-860-9040

Matthew B. Collins

8476 Lake St. ♦ Peshastin, WA 98847 ♦ 509- 860-1488 ♦ mattcollins757@gmail.com

FISHERIES EXPERIENCE

FISHERIES BIOLOGIST II, 11/2007 – 8/2013

Yakama Nation Fisheries Resource Management, Peshastin, WA

Lead biologist assigned to monitoring and evaluation of ESA listed spring Chinook and summer steelhead as well as non-listed coho production in Nason Creek and White River. Primary projects include rotary fish trap operation, juvenile coho surveys, adult coho spawning ground surveys, adult coho migration research, habitat restoration monitoring. Responsibilities include but are not limited to:

- Supervise and train field biologists and technicians to operate of rotary fish traps and collect target data, electroshocking, snorkel observation, spawning ground surveys, and data collection.
- Coordinate rotary fish trap installation and operation with state, federal, and public stake holders.
- Maintain and coordinate PIT tag and genetic databases with multiple co-managing agencies.
- Provide monthly summaries to funding sources regarding target biological data collected at rotary traps.
- Generate annual reports of ESA listed Chinook and steelhead population estimates and recruitment within the watershed.
- Design and implement research associated with the Mid-Columbia Coho Reintroduction Program.
- Coordinate interagency monitoring and evaluation activities with biologists and technicians from state, federal, and public stake holders.
- Grant writing for proposed research.

FISHERIES TECHNICIAN III, 06/2006 - 10/2007

Yakama Nation Fisheries Resource Management, Peshastin, WA

Provided field supervision for YNF's monitoring and evaluation of natural fish production in various tributaries within the Wenatchee River Subbasin. Primary projects included rotary fish trap operation, electroshock surveys, snorkel observation and spawning ground surveys. Responsibilities have included but are not limited to:

- Assisted with smolt trap installation and operation.
- Supervised and trained field crews in the operation of rotary smolt traps, electroshocking, snorkel observation, spawning ground surveys and data collection.
- Collected and maintenance of PIT tag and genetic databases.
- Conducted and schedule spawning ground surveys throughout the Wenatchee River Subbasin.
- Coordinated of field activities with biologists and technicians from state, federal, and public stake holders.

FISHERIES Technician I, 9/2004 - 11/2004

Yakama Nation Fisheries Resource Management, Peshastin, WA

- Conducted PIT tag insertion and gastric implantation of radio tags in coho salmon at Priest Rapids Dam.
- Tracked radio tagged study fish with vehicle-mounted telemetry receivers.
- Assisted Washington State Dept. of Fish and Wildlife with steelhead stock assessment

TECHNICAL COORDINATOR, 09/2003 - 05/2004

Yakama Nation Fisheries, Toppenish, WA

Contracted by the Yakama Nation to serve as a technical coordinator for Level I Subbasin Planning under the Northwest Power Conservation Council's 2000 Fish and Wildlife Program. The Wenatchee Subbasin Plan was intended to identify and prioritize conservation projects that promote biodiversity and ecological health within the Wenatchee River and its tributaries. Responsibilities have included but are not limited to:

- Coordinated the collection and collation of federal, state, tribal and private documentation of current and ongoing salmon habitat restoration programs for the Program Inventory component of the plan.
- Summarized past and present conditions pertaining to watershed habitat attributes, limiting factors to salmon production, data gaps and future areas of concern for the Technical Assessment component of the plan.

TECHNICAL WRITER, 08/2001 - 09/2001

Chelan County Natural Resources, Wenatchee, WA

Worked in partnership with Yakama Nation, U.S. Forest Service, U.S. Fish and Wildlife Service, Chelan County Public Utility District and Washington State Dept. of Fish and Wildlife to create the Columbia River Subbasin Summary 2001.

- Coordinated and collected existing scientific and technical reports pertaining to Wenatchee River salmon populations and their habitat from county, state, federal and tribal agencies.
- Collated and summarized fish population and habitat analyses for the Wenatchee River Subbasin Summary.

FISHERY TECHNICIAN, 06/2000 - 11/2002 (seasonal)

U.S. Fish and Wildlife Service, Leavenworth, WA

Worked in accordance with regional office's goals and objectives to monitor three federal hatcheries along the upper Columbia River and to assess/monitor habitat in the Methow, Entiat and Wenatchee River subbasins.

- Collected morphometrics, genetic and age data for spring chinook at Columbia River hatcheries.
- Monitored habitat restoration sites for water quality and channel morphology.
- Performed surgical implantation of radio tags in bull trout.
- Tracked radio-tagged bull trout for two-year migration study.
- Collected and deciphered coded wire tags.

- Performed spawning surveys of spring / summer chinook and bull trout.
- Performed day/night snorkel surveys for bull trout and brook trout population estimates.

EDUCATION

Central Washington University, Ellensburg, WA
M.S., Natural Resource Management, 2006 - GPA 3.7

University of Washington, Seattle, WA
Coursework, 1999

Northland College, Ashland, WI
B.S., Biology, 1992

RESEARCH / TRAINING

GRADUATE THESIS RESEARCH, Wenatchee River Coho Salmon Energetic Study, 9/2004 – 6/2006
Natural Resource Management Program, Central Washington University, Ellensburg WA

- Graduate Assistantship, 9/2005 – 6/2006
- Designed and proposed research to elucidate the effects of extended migration acting on energetics, morphology and reproduction in re-introduced coho salmon from the Wenatchee River.
- Received \$700 Masters Research Grant 2005.
- Data collection, permit acquisition, extensive consultation and coordination with Bonneville Dam, NOAA Fisheries, Oregon Dept. of Fish and Wildlife, Washington Dept. of Fish and Wildlife, and Yakama Nation Fisheries.

MANAGER TRAINING, Management Training Workshop, 9/2000 - 4/2003
Facilitated by Management Tools, Inc at Stevens Pass Ski Area, WA

- Managed 85 employees in two ski area departments and attended monthly management training seminars designed to enhance workplace cohesiveness and overall job performance.
- Improved work conditions and reformed policies leading to an improved annual employee return rate from 60% to 90% in three years.

STUDENT, Evolutionary Biology Field Study, 6/1992
Galapagos Islands, Ecuador

- Attended 30 day field school in Ecuador and Galapagos Islands.
- Studied behavior of indigenous species pertaining to evolutionary biology.

PUBLICATIONS

Collins, M.B. 2006. Energetics, Morphology, and Reproduction in a Reintroduced Population of Coho Salmon (*Oncorhynchus kisutch*) in the Wenatchee River, Master's Thesis, WA., Central Washington University, Ellensburg, WA, 70 p.

Collins, M.B. and K.G. Murdoch. 2009. Integrated Status & Effectiveness Monitoring Program Population Estimates for Juvenile Salmonids in Nason Creek, WA: 2008 Annual Report. *Prepared for Bonneville Power Administration*, Portland, OR.

Collins, M.B. and K.G. Murdoch. 2009. Integrated Status & Effectiveness Monitoring Program Population Estimates for Juvenile Salmonids in White River, WA: 2008 Annual Report. *Prepared for Bonneville Power Administration*, Portland, OR.

Kamphaus, C., M.B. Collins, G. Robison, B. Truscott. 2009. Mid-Columbia Coho Reintroduction Feasibility Study and Nason Creek Smolt Trap (ISEMP) BPA Project #1996-040-00 & 2003-017-00; 2008 Annual Report to NOAA and USFWS.

REFERENCES

Cory Kamphaus – Fisheries Biologist, Yakama Nation Fisheries, 509-548-9413, cory@mid-columbia-coho.net
Keely Murdoch - Fisheries Biologist, Yakama Nation Fisheries, 509-548-2206, keely@mid-columbia-coho.net
Matt Cooper – Fisheries Biologist, U.S. Fish and Wildlife Service, 509-548-7573, matt_cooper@fws.gov



Upper Columbia Salmon Recovery Board

Personnel Policies and Procedures Manual

TABLE OF CONTENTS

| | |
|---|----------|
| INTRODUCTION | 1 |
| 1.1 Welcome | 1 |
| 1.2 About the Policy Manual | 1 |
| 2 HIRING POLICIES | 2 |
| 2.1 Recruitment and Announcement of New Positions | 2 |
| 2.2 Interviewing | 2 |
| 2.3 Hiring Policies | 3 |
| 2.4 Employee Background Check | 3 |
| 2.5 Hiring Relatives | 4 |
| 2.6 New Employee Orientation | 4 |
| 2.7 Probationary Period | 4 |
| 3 EMPLOYMENT STATUS AND RECORDS..... | 4 |
| 3.1 Employment Classification | 5 |
| 3.2 Personnel Records and Administration | 5 |
| 3.3 IRS Form W-4 | 6 |
| 3.4 Performance Reviews | 6 |
| 4 EMPLOYMENT POLICIES | 8 |
| 4.1 Equal Employment Opportunity | 8 |
| 4.2 Americans with Disabilities Act | 8 |
| 4.3 Sexual and Other Unlawful Harassment Policy | 8 |
| 4.4 Violence in the Workplace | 9 |
| 4.5 Employee Privacy | 9 |
| 4.6 Use of Computer, Phone, and Mail | 10 |
| 4.7 Copyright Infringement..... | 10 |
| 4.8 Smoking Policy..... | 10 |
| 4.9 Alcohol and Substance Abuse | 11 |

| | | |
|----------|--|-----------|
| 4.10 | Gratuities to Government Employees or Officials | 12 |
| 4.11 | Gratuities from Customer or Supplier Representatives | 12 |
| 4.12 | Political Activities/Voting | 12 |
| 4.13 | Whistleblower | 13 |
| 4.14 | Employee Conflict of Interest Policy/Outside Employment..... | 14 |
| 5 | STANDARDS OF CONDUCT | 14 |
| 5.1 | General Guidelines | 14 |
| 5.2 | Absence and Lateness | 15 |
| 5.3 | Dress Code | 16 |
| 6 | EMPLOYEE COMMUNICATIONS..... | 16 |
| 6.1 | Open Communication | 16 |
| 6.2 | Staff Meetings | 16 |
| 6.3 | Suggestions | 16 |
| 7 | GRIEVANCE AND SEPARATION POLICIES..... | 16 |
| 7.1 | Grievance Procedure | 16 |
| 7.2 | Corrective Procedure | 17 |
| 7.3 | Termination | 19 |
| 7.4 | Termination Processing Procedures..... | 20 |
| 7.5 | Return of UCSRB Property | 21 |
| 8 | SAFETY | 21 |
| 8.1 | Medical Attention and Labor and Industry Accident Reporting Process..... | 21 |
| 8.2 | Health-related Issues | 22 |
| 8.3 | Return to Work After Serious Injury or Illness..... | 22 |
| 8.4 | Weather-related and Emergency-related Closings..... | 23 |
| 9 | COMPENSATION POLICIES | 23 |
| 9.1 | Work Schedules/Time Keeping..... | 23 |
| 9.2 | Payroll and Paydays | 23 |

| | | |
|-----------|---|-------------------------------------|
| 9.3 | Pay Advances | 23 |
| 9.4 | Overtime Compensation | 24 |
| 9.5 | Compensation Time | 24 |
| 10 | GROUP HEALTH AND RELATED BENEFITS..... | 24 |
| 10.1 | Health, Dental, and Vision Insurance | 24 |
| 10.2 | COBRA Notification | Error! Bookmark not defined. |
| 10.3 | Pre-tax Deductions for Expenses | 24 |
| 10.4 | Worker's Compensation..... | 25 |
| 10.5 | Unemployment Compensation..... | 25 |
| 10.6 | Social Security FICA | 25 |
| 10.7 | Retirement Program..... | 25 |
| 10.8 | Life Insurance/Long Term Disability..... | 26 |
| 10.9 | Training and Professional Development..... | 26 |
| 11 | LEAVE BENEFITS..... | 26 |
| 11.1 | Holiday Policy..... | 26 |
| 11.2 | Annual Leave | 27 |
| 11.3 | Sick Leave..... | 27 |
| 11.4 | Bereavement Leave | 28 |
| 11.5 | Jury Duty | 28 |
| 11.6 | Military and Personal Leaves of Absence..... | 28 |
| 11.7 | Family/Medical Leaves of Absence | 29 |
| 12 | SUPPLIES, PURCHASES, AND REIMBURSEMENTS..... | 29 |
| 12.1 | Introduction | 29 |
| 12.2 | Required Management Approval | 29 |
| 12.3 | Travel Expenses | 30 |
| 12.4 | Vehicle Use | 30 |
| 12.5 | Conferences and Meetings | 32 |

| | | |
|-----------|--|-----------|
| 12.6 | Cell Phones..... | 32 |
| 12.7 | Public Transportation Incentive..... | 33 |
| 12.8 | Relocation Expenses | 33 |
| 13 | CHANGES TO EMPLOYEE POLICIES AND THE EMPLOYEE MANUAL..... | 33 |
| 14 | EMPLOYMENT MANUAL ACKNOWLEDGMENT | 35 |

INTRODUCTION

This document has been developed by the Upper Columbia Salmon Recovery Board (UCSRB) in order to familiarize employees with the organization and to provide information about working conditions, key policies, procedures, and benefits affecting employment at the UCSRB.

Note: The content of a manual does not constitute, nor should it be construed as a promise of employment or as a contract between the UCSRB and any of its employees.

The UCSRB at its option, may change, delete, suspend, or discontinue parts of any policy in its entirety, at any time without prior notice.

1.1 Welcome

Welcome to the **Upper Columbia Salmon Recovery Board!** We are pleased to have you with us and hope that you find your new job rewarding and challenging. Established in 1999, the UCSRB continues to grow as an organization, and we want all employees to have the opportunity to contribute as part of the UCSRB staff team. We want to maintain the benefits of our current environment as we evolve over the coming years.

The mission of the UCSRB 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.

The UCSRB strives to create an exciting, challenging and rewarding work environment that allows you to flourish. We want you to build a long and successful association with the UCSRB and be a happy and productive member of our team. Through your dedication, creativity, perseverance and efforts, our organization will be effective.

Once again, welcome to the UCSRB. We appreciate your confidence in our future.

Regards,



Melody Kreimes
Executive Director

1.2 About the Policy Manual

Having clear policies makes a very important contribution to both job satisfaction and job performance. The more employees know about the UCSRB and its employment policies and procedures, the more comfortable they will be in their jobs, and the more effective they will be in helping the UCSRB in fulfilling its mission.

The purpose of this Manual is to bring together a complete summary of the policies and procedures that affect you as an employee. Please take the time to read through this Manual. Then during the course of your employment, refer back to the Manual if you have a question. Employees will be asked to review and acknowledge any revised versions of the Manual.

The UCSRB has a positive, service oriented view of our organization. We hope that you will always share in our commitment to the mission, ethics and quality, and that this Manual will make you more comfortable in what you do as an employee, and how you do it.

These policies and procedures are subject to modification, suspension and elimination at any time, with or without notice, at the discretion of the UCSRB, except as provided in the following paragraph. Each employee is responsible for adhering to the policies and procedures of the UCSRB. Questions you may have or clarification you may need regarding the meaning and purpose of these policies may be directed to your supervisor, provided however that only the Executive Director has the authority to give a definitive and binding interpretation of a policy. For such an interpretation, any question should be submitted in writing via your supervisor to the Executive Director, whose response must also be in writing to be definitive and binding.

UCSRB is an "at will" employer and reserves the right to terminate an employee at any time for no reason, with or without cause or notice just as an employee has the right to terminate employment with the UCSRB at any time for any reason with or without cause or notice. This at-will employment policy is not subject to change.

The policies and procedures in this Manual are not intended to be contractual commitments by the UCSRB, and employees shall not construe them as such.

No policy is intended as a guarantee of continuity of benefits or rights. No permanent employment or employment for any term is intended or can be implied from any statements in this Manual.

The UCSRB at its option, may change, delete, suspend or discontinue parts of any policy in part or its entirety, at any time without prior notice. In the event of a policy change, employees will be notified. Any such action shall apply to existing as well as to future employees.

This version supersedes all previous employee manuals and memos.

*

*

2 HIRING POLICIES

2.1 Recruitment and Announcement of New Positions

Recruiting involves a variety of factors, including development of a job description and finding candidates through employee referrals, job boards, advertising in trade magazines and the general media, and executive recruiters.

Employment requisitions, initiated by the supervisor/manager, will define the job-related tasks and qualifications necessary to assume the position. The defined tasks and stated qualifications are formed into a job description and become the basis for screening applications.

The availability of all job openings will be announced within the organization prior to outside recruitment for any position. The job description will be posted via e-mail to all employees.

An internal applicant must have at least 12 months experience in his or her current position before applying for another position within the UCSRB. All present employees are encouraged to review the requirements for each position and apply for those positions in which they are interested. All applications will be given the same consideration as outlined in the UCSRB recruitment policy.

2.2 Interviewing

The supervisor/manager may conduct structured initial interviews limited to job-related questions to assess each candidate's experience, demonstrated ability and training. Interviewing may involve:

- Telephone screening to determine if candidates meet the job description

- Initial one-on-one interviews
- Follow-up interviews with peers
- Checking references and backgrounds
- Gaining the consensus of interviewers to hire or not to hire

Before extending an employment offer and upon the applicant's prior agreement, at least two applicant references may be checked. Inquiries are to be made in a professional manner requesting only factually verifiable and job-related information. The reference data may be used only as supplemental information for the hiring decision.

2.3 Hiring Policies

Once the Executive Director has made a decision to make the offer and has confirmed key terms, the next step involves making the verbal and written offer culminating in the employee's first day as a member of the team. Following employment, the references and interview ratings must be retained for up to one year and then may be destroyed.

After candidate interviews, verification of employment history and reference inquiries, the Executive Director is responsible for the employment offer. After the verbal offer has been made and the candidate has agreed to the essential terms of the offer (typically the position, employee classification, salary or rate, and the starting date), a written offer will be prepared and submitted to the candidate in person or by mail confirming the verbal offer and will include the essential terms of the verbal offer as agreed to by the candidate. The candidate will be required to sign and date an acceptance of the written offer that will state as follows:

"The undersigned accepts the above employment offer and agrees that it contains the terms of employment with the UCSRB and that there are no other terms express or implied. It is understood that employment is subject to verification of identity and employment eligibility, and may be terminated by the UCSRB at any time for any reason."

The verbal or written offer must never express or imply that employment is "permanent," "long-term," of a specific duration, or words of similar meaning. An exception may be made where a temporary position of known duration is to be filled. Employment may be made contingent upon certain job-related factors, such as obtaining a specific state or federal license when appropriate or desirable.

After the candidate has accepted the employment offer, she or he will be required to provide documentation of identity and employment eligibility in accordance with federal law. Form I-9, shall be used for this purpose.

Here is an outline of the hiring process:

- Make verbal offer
- Follow-up with basic offer letter outlining key terms
- Receive acceptance of offer letter from new employee
- File paperwork (W4 , proof of employment eligibility and I-9)

2.4 Employee Background Check

Background checks are used for the purpose of determining a candidate's suitability for a position. A background check may consist of a check of references, criminal history, or an applicant's driving record. The use of background checks of any type shall be at the discretion of the Executive Director, so long as they are used fairly and consistently in the same manner without unlawful discrimination.

Offers of employment may be contingent on the results of the background or reference check(s) at the discretion of the Executive Director. The candidate/employee must be notified, and their authorization must be obtained by the Executive Director before a background check can be completed.

2.5 Hiring Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Relatives of current employees generally may not occupy a position that will be working directly for or supervising their relative.

If a relative relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management.

2.6 New Employee Orientation

All new employees will be provided with an orientation briefing, which will be held within their first week of employment with the UCSRB. The orientation is designed to acquaint the new employee with the UCSRB and its policies.

On the first day of employment, the employee's supervisor/manager is responsible for assisting the employee in completing all check-in and benefit enrollment procedures. In addition, the supervisor/manager will ensure that the new employee receives an introduction within the UCSRB and is provided with in-depth information regarding his or her specific role and responsibilities.

2.7 Probationary Period

All new employees are subject to a probationary period of a minimum of six months unless otherwise stipulated by the letter of employment, and may be extended at the discretion of the Executive Director.

3 EMPLOYMENT STATUS AND RECORDS

All new employees must receive a copy of the Employee Manual and sign an Acknowledgement Form. The Acknowledgement Form must be turned in to the Executive Director within 2 weeks of beginning employment with the UCSRB, and by existing employees after receipt of new manual with approved changes (Section 13).

3.1 Employment Classification

Employees of the UCSRB are classified as either “exempt” or “non-exempt” as prescribed by federal and state labor statutes related to the application of minimum-wage and overtime requirements. Employees in non-exempt positions are entitled to overtime pay under the specific provisions of federal and state laws. Employees in exempt positions are excluded from specific provisions of federal and state wage and hour laws. A position’s exempt or non-exempt classification is based on criteria defined in Section 13(a)(1) of the Fair Labor Standards Act as defined by Regulations, 29 CFR Part 541 (See also https://www.dol.gov/whd/overtime/fs17a_overview.pdf).

- **Exempt Employees** — perform duties of managerial, administrative, or professional nature, and are paid on a salary basis.
- **Non-exempt Employees** — perform managerial, administrative, professional, or other duties, and are paid on an hourly basis.

In addition to the above overtime classifications, every employee is assigned an employment status classification based on the number of hours worked in a week and term of employment. There are three classifications of employees:

- **Regular Full-time** — Employee works a minimum 40-hour work week on a regularly scheduled basis.
- **Regular Part-time** — Employee works less than 40 hours in a week on either a regularly scheduled basis or on an irregular basis.
- **Temporary** — Employee hired for a position required for only a specific, known duration, usually less than six months, and who is not entitled to regular benefits. A temporary employee may be full-time or part-time. In addition to the use of this classification for secretarial or clerical positions, it applies to students working part-time and those who work during the summer.

If you are uncertain as to your status, please contact your supervisor or the Executive Director.

3.2 Personnel Records and Administration

Personnel Data Changes

It is the responsibility of each employee to promptly notify the Executive Director of any changes in personnel data. Personal mailing addresses, telephone numbers, addition and deletion of number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, complete a *Personnel Data Form* immediately.

Employees must notify the Executive Director of any change in family status (i.e. divorce, child custody) and fill out new benefit forms. Otherwise, an employee may be held liable for any expenses inappropriately paid for as benefits.

Employment Applications

The UCSRB relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

3.3 IRS Form W-4

Every employee must fill out and sign a federal withholding allowance certificate, IRS Form W-4, on or before his or her first day on the job. This form must be completed in accordance with federal regulations. The employee may fill out a new W-4 at any time when his or her circumstances change. Employees who paid no federal income tax for the preceding year and who expect to pay no income tax for the current year may fill out an Exemption from Withholding Certificate, IRS Form W-4E. Employees are expected to comply with the instructions on Form W-4. Questions regarding the propriety of claimed deductions may be referred to the IRS in certain circumstances.

3.4 Performance Reviews

Regular performance reviews provide you and your supervisor the opportunity to communicate expectations, skill development, and overall performance. The primary review criteria are based on your job description, and an Individual Development Plan. Appraisals may be done as needed, but at a minimum of two years apart, except for those needed for review of a disciplinary action.

The UCSRB has adopted a management by objective approach to performance appraisal. It is the supervisor's/manager's responsibility to develop and maintain a work environment in which employees can openly discuss performance and develop plans. The employee will draft an Individual Development Plan (IDP) in the format provided by the supervisor. The IDP format includes:

- Developmental Goals;
- Relationship of Goals to Organization Mission;
- Skills Developed;
- Developmental Activities
- Deadline for Completing those Activities; and
- Resources Needed.

The supervisor/manager is responsible for establishing a relaxed atmosphere at the performance review and encouraging two-way communication. The discussion will be conducted in a positive manner, in complete privacy and with no interruptions. The supervisor/manager shall verify that the employee is familiar with his or her job duties, previous goals and the appraisal criteria or factors. At the conclusion of the review, the employee will sign the IDP verifying that he or she participated in the review. The completed IDP will be placed in the employee's personnel file. Performance evaluations will be done, at a minimum, once every two years.

Personnel Pay Range Table

| Position | Increment | Low | High |
|-------------------------------|-----------|--------|--------|
| Administrative Assistant | Annual | 32,133 | 41,415 |
| | Monthly | 2,678 | 3,451 |
| | Hourly | 15.39 | 19.83 |
| Monitoring Field Crew | Annual | 32,133 | 41,415 |
| | Monthly | 2,678 | 3,451 |
| | Hourly | 15.39 | 19.83 |
| Program Assistant | Annual | 32,133 | 41,415 |
| | Monthly | 2,678 | 3,451 |
| | Hourly | 15.39 | 19.83 |
| Office Manager | Annual | 38,632 | 49,669 |
| | Monthly | 3,219 | 4,139 |
| | Hourly | 18.58 | 23.87 |
| Data Steward | Annual | 50,331 | 65,987 |
| | Monthly | 4,194 | 5,499 |
| | Hourly | 24.11 | 31.60 |
| Natural Resources Coordinator | Annual | 52,861 | 69,312 |
| | Monthly | 4,405 | 5,776 |
| | Hourly | 25.32 | 33.19 |
| Finance Manager | Annual | 57,245 | 75,073 |
| | Monthly | 4,770 | 6,256 |
| | Hourly | 27.52 | 36.09 |
| Contract Manager | Annual | 57,245 | 75,073 |
| | Monthly | 4,770 | 6,256 |
| | Hourly | 27.52 | 36.09 |
| Program Manager | Annual | 61,630 | 80,861 |
| | Monthly | 5,136 | 6,738 |
| | Hourly | 29.51 | 38.73 |
| Associate Director | Annual | 71,457 | 93,802 |
| | Monthly | 5,955 | 7,817 |
| | Hourly | 34.23 | 44.92 |

1. The Executive Director or designee is authorized to set salary for new employees.
2. A cost of living adjustment will be provided to all employees annually (based on the Western Consumer Price Index-Urban), provided adequate resources are available and this line item is approved in the UCSRB annual budget.
3. Merit increases in pay are neither automatic nor periodic. Because funding is grant based, merit increases are contingent upon availability of adequate grant funds as recommended by the supervisor in consultation with the Executive Director and the Finance Manager.

4 EMPLOYMENT POLICIES

4.1 Equal Employment Opportunity

The UCSRB is an Equal Opportunity employer.

Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, weight, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

This policy applies to all employment practices and personnel actions including advertising, recruitment, testing, screening, hiring, selection for training, upgrading, transfer, demotion, layoff, termination, rates of pay and other forms of compensation or overtime.

4.2 Americans with Disabilities Act

It is the policy of the UCSRB to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). The UCSRB will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability.

4.3 Sexual and Other Unlawful Harassment Policy

The UCSRB does not tolerate workplace harassment of any kind. Workplace harassment can take many forms. The U.S. Equal Opportunity Commission¹ defines workplace harassment as "unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws."

Workplace harassment may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence.

Sexual harassment, as defined in this policy, includes, but is not limited to, sexual advances, verbal or physical conduct of a sexual nature, visual forms of a sexual or offensive nature (e.g. signs or posters) or requests for sexual favors. Such conduct creates an offensive, hostile, and intimidating working environment and prevents an individual from effectively performing the duties of their position.

Sexual harassment interferes with work performance and creates an intimidating, hostile or offensive work environment. Sexual harassment influences or tends to affect the career, salary, working conditions, responsibilities, duties or other aspects of career

¹ <https://www.eeoc.gov/laws/types/harassment.cfm>

development of an employee or prospective employee; or creates an explicit or implicit term or condition of an individual's employment.

The UCSRB considers any and all forms of workplace harassment a serious offense. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include training, referral to counseling and/or disciplinary action including, but not limited to, warning, reprimand, reassignment, temporary suspension with or without pay, or termination as the UCSRB deems appropriate under the circumstances. False reports, even those made in good faith will be subject to appropriate disciplinary action.

The UCSRB encourages individuals who believe they are being subjected to such conduct, to advise the offender that his or her behavior is unwelcome and request that it be discontinued. Individuals should not assume that the UCSRB is aware of situations or incidents that may affect you. However, if for any reason an individual feels uncomfortable addressing the offender, they should follow the procedure below.

All individuals are responsible to ensure a work place free from any type of prohibited harassment or conduct. If an individual is aware of any instances of workplace harassment or believes that he/she is a victim of, or a witness to, sexual or other forms of prohibited workplace harassment or conduct, they should immediately report the circumstances to either his/her supervisor or the Executive Director. If the Executive Director is the immediate supervisor, and is the perpetrator of the harassment or conduct, the employee should immediately report the circumstances to the Board of Directors.

All reports of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved, as necessary. Confidentiality will be maintained throughout the investigatory process to the extent possible consistent with adequate investigation and appropriate corrective action.

Retaliation is the treatment of an individual in a way that has the effect of making it reasonably unlikely that another individual in a similar situation would not report an incident of harassment. The UCSRB prohibits any form of retaliation against any individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination. Retaliation is a serious violation of the UCSRB policy, and like harassment or discrimination itself, will be subject to disciplinary action. Any retaliatory conduct should be reported immediately to a supervisor or Executive Director to be investigated and addressed.

4.4 Violence in the Workplace

The UCSRB has a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the UCSRB or which occur on UCSRB or client property, will be subject to disciplinary action, including dismissal.

4.5 Employee Privacy

The UCSRB recognizes our employees' rights to privacy. In achieving this goal, the UCSRB adopts these basic principles:

1. The collection of employee information will be limited to that which the UCSRB needs for business and legal purposes;
2. The confidentiality of all personal information in our records will be protected;

3. All in-house employees involved in record keeping will be required to adhere to these policies and practices. Violations of this policy will result in disciplinary action;
4. Internal access to employee records will be limited to those employees having an authorized, business-related, need-to-know basis. Access may also be given to third parties, including government agencies, pursuant to court order or subpoena;
5. The UCSRB will refuse to release personal information to outside sources without the employee's written approval, unless legally required to do so;
6. Employees are permitted to see the personal information maintained about them in the UCSRB records. They may correct inaccurate factual information or submit written comments in disagreement with any material contained in their UCSRB records.

4.6 Use of Computer, Phone, and Mail

The UCSRB property, including computers, phones, electronic mail, and voice mail, should be used only for conducting UCSRB business. Incidental and occasional personal use of UCSRB computers, phones, or electronic mail and voice mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages. Employees shall have no expectancy of privacy of data stored electronically on UCSRB computer systems/equipment.

Personal calls of short duration may be received and local calls made at your desk or workstation. Personal telephone call privileges are subject to change or termination at any time. For instance, if the UCSRB telephone lines become overloaded with calls or an employee is found spending more than just limited time on personal calls, this privilege will be revoked either generally or specifically as to the offending employee.

All employees are expected to use good judgment in using electronic mail and to avoid indiscretions such as offensive or inappropriate messages or any other message, the UCSRB deems inappropriate. E-mail messages should be used for business and not for soliciting outside business ventures or other matters unrelated to the UCSRB's affairs. Misuse of e-mail may result in disciplinary action up to and including termination. Keep in mind that email communication can be subject to public disclosure laws.

4.7 Copyright Infringement

The UCSRB does not condone the infringement of copyright and other intellectual property (e.g. illegal duplication of software; use of photos and text without proper attribution; etc.). Copyright holders are given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the user's right to make a backup copy for archival purposes (Section 117).

4.8 Smoking Policy

No smoking or vaping will be allowed in the office at any time. This policy is for the health and safety of all employees.

4.9 Alcohol and Substance Abuse

It is the policy of UCSRB that the workplace be free from the use of illicit drugs and alcoholic beverages. "Illegal" or "illicit" drugs means those drugs that are illegal under state or Federal laws. This policy is implemented because we believe that the impairment of any UCSRB employee due to his or her use of illegal drugs or due to alcohol abuse is likely to result in the risk of injury to other employees, the impaired employee, or to third parties. Moreover illegal drug abuse adversely affects employee morale and productivity.

"Impairment" or "being impaired" means that an employee's normal physical or mental abilities or faculties while at work have been detrimentally affected by the use of illegal drugs or alcohol.

The employee who begins work while impaired or who becomes impaired while at work is guilty of a major violation of the UCSRB rules and is subject to severe disciplinary action. Severe disciplinary action can include suspension, dismissal or any other penalty appropriate under the circumstances. Likewise the use, possession, transfer or sale of any illegal drugs on UCSRB premises or in any job site is prohibited. Employees who violate this rule are subject to severe disciplinary action. In all instances disciplinary action to be administered shall be at the sole discretion and determination of the UCSRB.

When an employee is involved in the use, possession, transfer or sale of illegal drugs in violation of this policy, the UCSRB may notify appropriate authorities. Such notice will be given only after such an incident has been investigated and reviewed by the Executive Director and the Board. The UCSRB is aware that illegal drug abuse is a complex health problem that has both physical impact and an emotional impact on the employee, his or her family, and social relationships. A drug abuser is a person who uses illegal drugs, as defined above, for nonmedical reasons, and this use affects job performance detrimentally or interferes with normal social intercourse at work. Illegal drug abuse is both a management and a medical problem.

An employee who suspects a drug or alcohol abuse case should discuss the situation immediately with the Executive Director. Because each case is usually different, the handling and referral of the case must be coordinated with the Executive Director and the Board.

Applicants who have a past history of substance abuse and who have demonstrated an ability to abstain from the substance, or who can provide medical assurance of acceptable control, may be considered for employment as long as they are otherwise qualified for the position for which they are applying.

Management has chosen to adopt an alcoholic beverage policy in keeping with the concern for and the risks associated with alcohol use. Alcoholic beverages shall not be served or used on the UCSRB premises at any time. Alcoholic beverages shall not be used in conjunction with any business meeting.

Social activities held off-premises and paid for on a personal basis are not affected by this policy. If management considers it appropriate, light alcoholic beverages may be served at UCSRB sponsored events held off-premises and for purely social reasons. The service must be managed in good taste and with good judgment.

When a supervisor or the Executive Director has reasonable suspicion to believe an employee is drug or alcohol impaired and not able to perform their job safely or efficiently, the supervisor or the Executive Director may require the employee to submit to a urine, blood, or breathalyzer test to determine the presence of alcohol or drugs in the body.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to

participate in a rehabilitation or treatment program through the UCSRB health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause the UCSRB any undue hardship.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify the UCSRB of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Nothing contained in this section shall eliminate or modify the UCSRB's right to terminate any employee at any time for any reason.

4.10 Gratuities to Government Employees or Officials

In adherence to government regulations, no employee may offer a gratuity to any government employee or official on behalf of, or in pursuance of, UCSRB business. Gratuities are defined as meals, drinks, gifts, expenses, cash or any other item of value, including personal service. The exception to this rule is a gift valued at \$20 or less per occasion to a single source, pursuant to 5 CFR 2635.

The UCSRB strictly forbids any form of a business gift to federal, state, or municipal employees. Management is charged with the responsibility of informing all employees of this policy and maintaining adherence to it. Violation of this policy will be treated as a major violation and, depending on the circumstances, may be grounds for immediate termination or other appropriate action.

4.11 Gratuities from Customer or Supplier Representatives

Pursuant to 5 CFR 2635, employees of the UCSRB may not offer to give or accept a gift, cash or other item of value — including personal service — from an existing or prospective customer, supplier or a representative of either in pursuance of business or in conjunction with negotiating business on behalf of the UCSRB. Receiving a gift valued at \$20 or less per occasion from a single source, or expenses for meals as part of a seminar, convention or business meeting are not within the definition of gratuities for purposes of this policy. Invitations extended by a customer or supplier to participate in any program or activity, such as a party or football game, should be referred to your supervisor/manager for approval on a case-by-case basis.

Violation of this policy in any form will require immediate disciplinary action.

4.12 Political Activities/Voting

In recognition of its responsibilities as a business citizen, the UCSRB encourages its employees to accept the personal responsibility of good citizenship, including participation in civic and political activities, in accordance with their interests and abilities.

The UCSRB accepts without reservation the basic democratic principle that all employees are free to make their own individual decisions in civic and political matters. Therefore no employee's status with the UCSRB will be affected, in any way whatsoever, because of participation or nonparticipation in lawful civic and political activities.

Participation in civic and political activities is considered to be a personal matter and, as such, is generally to be carried on outside of normal working hours. No political activities or solicitations will be carried on within UCSRB premises.

Political activities are defined for purposes of this policy as activities in support of any partisan political issue or activities in support of, or in concert with, any individual candidate for political office, or of a political party, which seek to influence the election of candidates to federal, state, or local offices. The definition includes employees who are or may be candidates for political office.

The UCSRB encourages all employees to vote. Employees are encouraged to use flextime hours for this purpose or to take advantage of polling hours prior to the beginning or following the end of your workday.

If this cannot be arranged, your supervisor/manager will approve time off to vote either at the beginning or end of your workday, provided that you give at least one day's notice to your supervisor/manager.

4.13 Whistleblower

UCSRB employees shall be encouraged to disclose, to the extent not expressly prohibited by law, improper actions of members of the organization without fear of retaliation.

"Improper action" means any action by an employee that is undertaken in the performance of the employee's official duties, whether or not the action is within the scope of the employee's employment, which is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.

"Improper action" does not include personnel actions including, but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatement, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of civil service laws, alleged labor agreement violations, reprimands, or any action that may be taken under other policies state or federal law.

Procedures for reporting:

- Employee submits a written report to the supervisor stating in detail the basis for the employee's belief that an improper action has occurred.
- If the employee feels that the improper action involves his or her supervisor, the employee may raise the issue directly with the next person above the supervisor in the chain of command; or may raise the issue directly with the UCSRB.
- The supervisor in receipt of the report shall promptly turn it over to the Executive Director.
- The Executive Director shall promptly investigate the matter. The name shall be kept confidential to the extent possible under the law, unless the employee authorizes the disclosure in writing.
- After the investigation, the employee shall be advised of a summary of the result of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

No employee who in good faith reports a violation shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. The Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns prior to seeking resolution outside of the UCSRB.

4.14 Employee Conflict of Interest Policy/Outside Employment

Employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the UCSRB's opinion, with the best interests of the UCSRB or interfere with the employee's ability to perform his/her assigned UCSRB job. Examples include, but are not limited to, outside employment which:

- (1) Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
- (2) Is conducted during the employee's work hours;
- (3) Utilizes UCSRB telephones, computers, supplies, or any other resources, facilities or equipment;
- (4) Is employed with a firm that has contracts with or does business with the UCSRB, its member agencies, or its funding sources; or
- (5) May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits the UCSRB.

An employee who chooses to have an additional job, contractual commitment or self-employment, may do so only after obtaining prior approval from the Executive Director.

5 STANDARDS OF CONDUCT

5.1 General Guidelines

Employees of the UCSRB are expected to perform their assigned duties in a professional, conscientious and responsible manner. Maintaining a positive relationship between employees and the public and within the region is dependent on the professional conduct and behavior of employees. Employees will be held accountable for their actions while acting on behalf, or having the appearance of acting on behalf of the UCSRB.

Cooperation and a positive attitude enhance performance and improve outlook within the workplace, increasing efficiency and interdepartmental relationships. Negative attitudes disrupt productivity creating a hostile and difficult working atmosphere for all employees in contact with the negativity. Employees are expected to maintain a positive work attitude, to be constructive in their criticisms and be proactive in searching for a solution to problems encountered.

Anyone who interacts with coworkers or the public must exhibit the personal integrity and professional skills necessary to perform assigned duties, including but not limited to cooperation, communication, honesty, diligence and mutual respect.

Employees are encouraged to demonstrate proactive problem solving when involved in difficult work situations, and to avoid pessimistic discussions, whether instigated by others or not, which may lead to a negative work environment for all parties involved.

Ethics and Conduct

The successful business operation and reputation of the UCSRB is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The UCSRB will comply with all applicable laws and regulations and expects its Board members and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

Employees are required to abide by laws governing behavior in certain situations, including, but not limited to:

- No employee may use his or her position to secure special privileges or exemptions for himself, herself, or others.
- No employee shall directly, or indirectly, give or receive or agree to receive any compensation, gift, reward, or gratuity from a source for any matter connected with or related to his or her services unless otherwise provided for by law.
- No employee shall accept employment or engage in any business or professional activity, which he or she might reasonably expect would require or induce him or her to disclose confidential information acquired by him or her by reason of an official position.
- No employee shall disclose confidential information gained by reason of his or her official position nor shall use such information for personal gain or benefit.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, or if you have any questions about whether or not something would be considered a gift, contact your supervisor.

Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

5.2 Absence and Lateness

From time to time, it may be necessary for an employee to be late or absent from work. The UCSRB is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside work hours may arise. It is the responsibility of all employees to contact all affected parties if they will be absent or late.

5.3 Dress Code

Employee dress should be neat in appearance. UCSRB employees are invited to dress "business casual" in a manner consistent with a professional atmosphere. The impression made on customers, visitors and other employees and the need to promote the UCSRB and employee safety should be kept in mind.

Good individual judgment is the best guideline.

6 EMPLOYEE COMMUNICATIONS

6.1 Open Communication

The UCSRB encourages employees to discuss any issues they may have with a co-worker directly with that person. If a resolution is not reached, employees should arrange a meeting with their direct supervisor. Any information discussed in an Open Communication meeting is considered confidential, to the extent possible while still allowing management to respond to the problem. Retaliation against any employee for appropriate usage of Open Communication channels is unacceptable.

6.2 Staff Meetings

In order to keep the communication channels open, the UCSRB will hold meetings of employees as necessary and when deemed appropriate. Employees are encouraged to keep each other informed with on-going activities and areas where additional assistance from other employees may be needed.

6.3 Suggestions

The UCSRB encourages all employees to bring forward their suggestions and good ideas about making the UCSRB a better place to work and enhancing service to the UCSRB and its constituents. Any employee who sees an opportunity for improvement is encouraged to talk it over with staff and supervisors. Staff and supervisors can help bring ideas to the attention of the people in the organization who will be responsible for possibly implementing them. All suggestions are valued.

7 GRIEVANCE AND SEPARATION POLICIES

7.1 Grievance Procedure

The UCSRB recognizes the value of a grievance procedure that provides for the timely review of employee grievances in a fair yet workable manner. A grievance is considered to be any dispute between an employee and the UCSRB which impacts on an employee's ability to perform his or her job.

Although purely personal matters between employees would not ordinarily give rise to a grievance subject to this grievance procedure, any matter that adversely affects an employee's ability to perform his or her job could be the subject of a grievance. Use good individual judgment and common sense as your guide.

An employee may express a verbal grievance to his or her immediate supervisor/manager. If the concern is not resolved to the employee's satisfaction within one week, the employee may put in writing the details of his or her grievance and submit the grievance to the Chair of the Board.

The Chair of the Board, who will appoint a person to decide the matter, will review the written statement. The employee and his or her supervisor/manager will request a hearing with the appointed person for resolution of the problem. The problem will be discussed in the presence of the employee and supervisor/manager. Final resolution of the grievance will be made by the appointed person and discussed with the employee and supervisor/manager.

The decision will be provided in writing, a copy given to the employee and supervisor/manager, with the original kept by the Executive Director. A copy will be filed in the employee's personnel file when appropriate.

7.2 Corrective Procedure

Performance improvement may be suggested whenever the UCSRB management believes that an employee's performance is less than satisfactory and can be resolved through adequate counseling. Corrective counseling is completely at the discretion of the UCSRB management. The UCSRB desires to protect its investment of time and expense devoted to employee orientation and training whenever that goal is in the UCSRB's best interests. The UCSRB expressly reserves the right to discharge "at will." Even if corrective counseling is implemented, it may be terminated at any step at the discretion of management. Management, in its sole discretion, may warn, reassign, suspend or discharge any employee at will, whichever it chooses and at any time.

The supervisor/manager will determine the course of action best suited to the circumstances. The steps in performance improvement are as follows:

Verbal counseling — As the first step in correcting unacceptable performance or behavior, the supervisor/manager should review pertinent job requirements with the employee to ensure his or her understanding of them. The supervisor/manager should consider the severity of the problem, the employee's previous performance appraisals and all of the circumstances surrounding the particular case. Stating that a written warning, probation or possible termination could result if the problem is not resolved should indicate the seriousness of the performance or misconduct. The employee should be asked to review what has been discussed to ensure his or her understanding of the seriousness of the problem and the corrective action necessary. The supervisor/manager should document the verbal counseling for future reference immediately following the review.

Written counseling — If the unacceptable performance or behavior continues, the next step should be a written warning. Certain circumstances, such as violation of a widely known policy or safety requirement, may justify a written warning without first using verbal counseling. The written warning defines the problem and how it may be corrected. The seriousness of the problem is again emphasized, and the written warning shall indicate that probation or termination or both may result if improvement is not observed. Written counseling becomes part of the employee's personnel file, although the supervisor/manager may direct that the written warning be removed after a period of

time, under appropriate circumstances. The employee shall acknowledge the written warning by signing the warning, along with a signature by the Executive Director.

Probation — If the problem has not been resolved through written counseling or the circumstances warrant it, or both, the individual should be placed on probation. Probation is a serious action in which the employee is advised that termination will occur if improvement in performance or conduct is not achieved within the probationary period. The employee's supervisor/manager, after review of the employee's corrective counseling documentation, will determine the length of probation. Typically, the probation period should be at least two weeks and no longer than 60 days, depending on the circumstances. A written probationary notice to the employee is prepared by the Executive Director. The letter should include a statement of the following:

- The specific unsatisfactory situation;
- A review of oral and written warnings;
- The length of probation;
- The specific behavior modification or acceptable level of performance;
- Suggestions for improvement;
- A scheduled counseling session or sessions during the probationary period; and
- A statement that further action, including termination, may result if defined improvement or behavior modification does not result during probation. "Further action" may include, but is not limited to, reassignment, reduction in pay, grade or demotion.

The supervisor/manager should personally meet with the employee to discuss the probationary letter and answer any questions. The employee shall acknowledge receipt by signing the letter, along with a signature by the Executive Director. If the employee should refuse to sign, the supervisor/manager may sign attesting that it was delivered to the employee and identifying the date of delivery. The probationary letter becomes part of the employee's personnel file.

On the defined probation counseling date or dates, the employee and supervisor/manager will meet to review the employee's progress in correcting the problem which led to the probation. Brief written summaries of these meetings should be prepared with copies provided to the employee.

At the completion of the probationary period, the supervisor/manager will determine whether the employee has achieved the required level of performance and to consider removing the employee from probation, extending the period of probation or taking further action. The employee is to be advised in writing of the decision. Should probation be completed successfully, the employee should be commended, though cautioned that any future recurrence may result in further disciplinary action.

Involuntary Termination —The employee is notified of involuntary termination by the Executive Director or the supervisor/manager in consultation with the Executive Director, and will be directed to report to him or her for debriefing and completion of termination documentation. Corrective action may be taken at the sole discretion of UCSRB for any job performance including, but not limited to the following:

- Excessive tardiness;
- Unsatisfactory job performance;
- Defacing UCSRB property;
- Interfering with another employee's job performance;
- Excessive absenteeism;
- Failure to observe working hours, such as the schedule of starting time, quitting time, rest and meal periods;
- Performing unauthorized personal work on UCSRB time;

- Failure to notify the supervisor/manager of intended absence either before or within one hour after the start of a shift; and
- Unauthorized use of UCSRB telephone or equipment for personal business.
- Fighting on UCSRB premises;
- Repeated occurrences of related or unrelated minor violations, depending upon the severity of the violation and the circumstances;
- Any act which might endanger the safety or lives of others;
- Departing UCSRB premises during working hours for personal reasons without the permission of the supervisor/manager;
- Deliberately stealing, destroying, abusing, or damaging UCSRB property, tools, or equipment or the property of another employee or visitor;
- Disclosure of confidential UCSRB information or trade secrets to unauthorized persons;
- Willfully disregarding UCSRB policies or procedures;
- Willfully falsifying any UCSRB records;
- Willfully deleting any files and UCSRB records;
- Employee's conviction for or confession to fraud, misappropriation, embezzlement, theft or the like against the UCSRB;
- Employee's conviction of a felony or a crime involving moral turpitude;
- If Employee performs any intentional act which, under the reasonable man standard, damages the reputation of the UCSRB;
- Employee's conviction for or confession to sexual harassment in any form towards employees of the UCSRB or anyone affiliated with the UCSRB; or
- Employee's excessive absence from performing his duties for the UCSRB, as determined by the UCSRB, in the UCSRB's sole and absolute discretion.

7.3 Termination

Terminations are to be treated in a confidential and professional manner by all concerned. The supervisor/manager must assure thorough, consistent and evenhanded termination procedures. This policy and its administration will be implemented in accordance with the UCSRB equal opportunity statement.

Terminated employees are entitled to receive all earned pay, including annual leave and compensation time pay, but not sick leave, except in the case of eligible retirement (see 11.2 Annual Leave below).

Employment with the UCSRB is normally terminated through one of the following actions:

- **Resignation** — voluntary termination by the employee;
- **Dismissal** — involuntary termination for substandard performance or misconduct; or
- **Layoff** — termination due to reduction of the work force or elimination of a position.

Resignation — An employee who wants to terminate employment, regardless of employee classification, is expected to give as much advance notice as possible. Two weeks or ten working days is generally considered to be sufficient notice time. At its sole discretion, UCSRB may require the employee to leave the UCSRB immediately rather than work during the notice period. This is not to be construed as a reflection upon the

employee's integrity but an action in the best interests of business practice. When immediate voluntary termination occurs for the above reasons, the employee may be granted pay "in lieu of notice," the maximum being two weeks of pay based upon a 40-hour work week at the employee's straight-time rate or salary.

Dismissal — An employee may be involuntarily dismissed by the Executive Director or designee, at any time for any reason. Severance pay or benefits granted upon involuntary termination shall be at the discretion of the Executive Director in consultation with the UCSRB Executive Committee.

The Executive Director may be involuntarily dismissed by the UCSRB at any time for any reason. Severance pay or benefits granted upon involuntary termination shall be at the sole discretion of the UCSRB.

Layoff — When a reduction in force is necessary or if one or more positions are eliminated, employees will be identified for layoff after evaluating the following factors:

- UCSRB work requirements;
- Employee's abilities, experience, and skill;
- Employee's potential for reassignment within the UCSRB; and
- Length of service.

The immediate supervisor/manager will personally notify employees of a layoff. After explaining the layoff procedure, the employee will be given a letter describing the conditions of the layoff, such as the effect the layoff will have on his or her anniversary date at time of call-back, the procedure to be followed if time off to seek other employment is granted and the UCSRB's role in assisting employees to find other work. After consultation with the employee's supervisor/manager, the employee will follow one of the following procedures:

- The employee may continue employment for a specified period of time to be determined by the supervisor; or
- The employee will be terminated immediately and will receive, in lieu of notice, a severance pay for two weeks unless a different severance package is specified in the termination clause of his/her employment agreement. The payment will be based on a 40-hour work week at the employee's straight time rate or salary.

7.4 Termination Processing Procedures

The supervisor/manager must immediately coordinate with the Executive Director to notify the Board of the termination. The supervisor/manager in consultation with the Executive Director will approve and direct the termination procedure.

On the final day of employment, the supervisor/manager must receive all keys and UCSRB property from the employee.

The supervisor/manager shall conduct an exit interview with the employee.

The employee's final payroll check may be sent or directly given to the employee after the exit interview on the next pay date. The final check shall include all earned pay and any expenses due the employee.

7.5 Return of UCSRB Property

Any UCSRB property issued to employees, such as computer equipment, keys, parking passes or UCSRB credit card, must be returned to the UCSRB at the time of termination. Employees will be responsible for any lost or damaged items.

8 Safety

The UCSRB strives to provide its employees with a safe and healthful workplace environment, and makes every effort to comply with all federal and state workplace safety requirements. To accomplish this goal, both management and employees must diligently undertake efforts to promote safety.

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of serious injury, an employee's reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to the employee and could subject the UCSRB to fines and penalties.

8.1 Medical Attention and Labor and Industry Accident Reporting Process

When an accident occurs it is the responsibility of the supervisor to seek medical attention for the injured employee. It is also the responsibility of the supervisor to assist in filling out paperwork and L & I claims associated with the injury or accident.

Record of Minor Injury

Instead of filling out a Labor and Industries Report for incidents that do not qualify for, or necessitate medical attention, employees should fill out a record of minor injury report form.

Regardless of the nature or severity, all injuries incurred while on the job must be reported immediately to the employee's supervisor.

The injury report shall contain the following information:

- A. The name of the injured party.
- B. The time, date, and place that the injury occurred.
- C. To whom the injury was reported.
- D. Nature of the injury.
- E. Details of the accident
- F. What equipment or tools were involved, if any.
- G. People involved.

The injury report shall be forwarded to the Executive Director for review.

Employee Requiring Medical Attention

Employees should report all work-related injuries and accidents immediately to their supervisor, and then follow these steps:

- Determine if emergency assistance is needed (ambulance/paramedics) and call 911 as appropriate.

- If the incident is non-emergency in nature, the employee should go to the hospital or other medical facility to get treated. If needed another employee should provide assistance and transport.

L&I Claims: Workers' & Employers' Rights

Workers and employers have rights if a worker is injured on the job

Workers' rights

- Medical & financial help - If a worker is hurt on the job, s/he should go to a doctor for assistance filing a workers' compensation claim. L&I pays medical bills for injured workers and often replaces lost wages when time off work is required for recovery.
- Manage claims online - Injured workers can log on to L&I's online Claim and Account Center to view and manage compensation claims.
- Protection from discrimination - It is illegal for employers to discriminate against workers for filing compensation claims. Workers can file discrimination complaints with L&I.
- Protests and appeals - If a worker disagrees with the decision L&I makes on a claim, s/he can protest or appeal the decision.
- Employers' rights
- No-fault workers' comp - Washington is a no-fault state for workers' compensation insurance. This means workers usually can't sue employers for on-the-job injuries.
- Manage claims online - Employers can log on to L&I's online Claim and Account Center to manage employees' claims.
- Protests and appeals - If an employer disagrees with the decision L&I makes on a claim, they can protest or appeal the decision.

8.2 Health-related Issues

Employees who become aware of any health-related issue should notify their supervisor of health status as soon as possible.

8.3 Return to Work After Serious Injury or Illness

As a joint protection to the employee and the UCSRB, employees who have been absent from work because of serious illness or injury are required to obtain a doctor's release specifically stating that the employee is capable of performing his or her normal duties or assignments. A serious injury or illness is defined as one that results in the employee being absent from work for more than two (2) consecutive weeks or one which may limit the employee's future performance of regular duties or assignments. (Also see Family/Medical Leave policy.)

The Executive Director shall ensure that employees who return to work after a serious injury or illness are physically capable of performing their duties or assignments without risk of re-injury or relapse.

If the cause of the employee's illness or injury was job-related, the employee's supervisor/manager will make a reasonable effort to assign the returning employee to activities consistent with the instructions of the employee's doctor until the employee is fully recovered. A doctor's written release is required before recovery can be assumed.

8.4 Weather-related and Emergency-related Closings

Except for regularly scheduled holidays, the UCSRB will be open for business on Mondays through Fridays during normal business hours. The UCSRB recognizes that circumstances beyond its control, such as inclement weather, national crisis or other emergencies do occur. On such occasions the UCSRB may close for all or part of a regularly scheduled workday.

In such event the UCSRB will endeavor to notify all employees. Employees may also contact their supervisor/manager or other offices. Employees able to work from a home office may continue working during these events as appropriate and will be paid as normal. Administrative leave may be applied at the Executive Director's discretion in cases where the office is closed and employees are unable to continue working from home.

9 COMPENSATION POLICIES

9.1 Work Schedules/Time Keeping

Typical office hours of the UCSRB are 8:00 a.m. to 5:00 p.m., Monday to Friday. However, the nature of our business sometimes demands work day or work week hours different than those set forth above.

Flexible schedules and alternative work locations may be approved on a case-by-case basis at the discretion of the Executive Director.

By law, the UCSRB is obligated to keep accurate records of the time worked by employees. Each employee must fill out the appropriate electronic time record each week, and time records must be completed, with the assistance of the Finance Manager, in accordance with the assigned task names and/or numbers for accounting purposes.

9.2 Payroll and Paydays

UCSRB employees (exempt or non-exempt) are paid monthly, by the fifth day of each new month.

9.3 Pay Advances

It is the policy of the UCSRB to decline all requests for early paychecks or pay advances for personal reasons.

9.4 Overtime Compensation

Overtime compensation is paid to non-exempt employees at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of 40 hours in any one work week, in accordance with federal and state wage and hour restrictions. All overtime work performed must receive the supervisor's prior authorization.

9.5 Compensation Time

Exempt salaried employees will earn comp-time on an hour-by-hour basis for hours worked in excess of 40 hours in any one work week. An employee may not exceed a comp-time balance of 120 hours. Comp-time is never converted to payment except upon termination of employment.

10 GROUP HEALTH AND RELATED BENEFITS

10.1 Health, Dental, and Vision Insurance

The UCSRB offers all employees working equal to or greater than 30 hours per week a group medical insurance plan. Each employee in the plan will receive a booklet completely detailing the policies, procedures and benefits of the insurance plan. Each eligible employee will have the option to join or waive participation in the health insurance plan, however, all eligible employees will receive the employer paid dental, long-term disability and basic life insurance. The employee shall select the range of coverage when enrolling in the plan (e.g. employee only, full family, medical, vision, etc.). The UCSRB shall pay 100 percent for each employee, and 50% for each dependent. Note that coverage rates are reevaluated and adjusted by the insurance provider on an annual basis.

Eligibility

1. The employee is in regular status, working equal to or greater than 30 hours per week.
2. The employee is eligible for coverage effective on the first day of the month following the date of full-time employment.

For changes to the employee's health insurance benefits see the insurance carrier's policies.

The UCSRB has the right to change insurance companies or to modify or terminate eligibility requirements, benefits, or coverage at any time.

10.2 Pre-tax Deductions for Expenses

UCSRB employees participating in any of the basic health insurance plans (i.e., group medical, dental and/or vision) are required to contribute to payment of the plan(s) premium(s) via payroll deduction cost sharing, if payment is required.

10.3 Worker's Compensation

All employees are entitled to Workers' Compensation benefits paid by the UCSRB. This coverage is automatic and immediate and protects employees from work-related injury or illness. If an employee cannot work due to a work-related injury or illness, Workers' Compensation insurance pays his or her medical bills and provides a portion of his or her income until he or she can return to work.

10.4 Unemployment Compensation

Unemployment compensation is designed to provide a temporary income for those who are out of work through no fault of their own. Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with the UCSRB. The Division of Unemployment Insurance of each Washington State's Department of Labor and Industry determines eligibility for Unemployment Compensation. The UCSRB pays the entire cost of this insurance program.

10.5 Social Security FICA

The United States Government operates a system of mandated insurance known as Social Security. As a wage earner, employees are required by law to contribute a set amount of weekly wages to the trust fund from which benefits are paid. As employer, the UCSRB is required to deduct this amount from each paycheck an employee receives. In addition, the UCSRB matches employee contribution dollar for dollar, thereby paying one-half of the cost of employee Social Security benefits.

10.6 Retirement Program

The UCSRB offers employees the opportunity to participate in a Simple IRA plan.

Eligibility – Regular employees who are reasonably expected to receive at least \$5,000 in compensation during the calendar year, and who have received at least \$5,000 in compensation in any one previous calendar year are eligible to participate in the plan.

Contributions –The UCSRB will match 100% of eligible employee contributions, up to 3% of gross salary. See the plan administrator for current maximum contribution limits and other rules.

Rollovers – The Simple IRA plan will accept qualified rollover distributions from your date of hire.

Withdrawals – Monies, which do not have to be repaid, may be withdrawn from your Simple IRA plan only for:

- Termination of employment
- Disability
- Death
- Retirement
- Hardship

Fees, penalties, and taxes will be charged to any such withdrawal.

The UCSRB has the right to change retirement programs or to modify or terminate eligibility requirements or benefits at any time.

10.7 Life Insurance/Long Term Disability

The UCSRB offers employees the opportunity to participate in life insurance and long-term disability programs. Please see the Office Manager or plan administrator for eligibility and complete details.

10.8 Training and Professional Development

The Executive Director or designee shall identify the training needs of employees and shall have the ability to provide employees with opportunities to obtain various skills to enhance the performance of their position. The training may include on-the-job training, in-service training offered among participating entities, or conferences, seminars, and classes offered by outside educators. The Executive Director, at the service of the Board, shall have discretion to approve or disapprove training requests. The annual IDP/performance review process, described in Section 3.4, is the primary vehicle for planning and requesting training. In addition to Executive Director approval, all training is subject to budget availability. Employees attending training may be expected to prepare a summary or presentation for the training received, and may be expected to train other employees as a result.

11 LEAVE BENEFITS

11.1 Holiday Policy

The UCSRB provides ten (10) paid holidays each year. After four months of continuous employment, each employee is also entitled to one (1) "floating" holiday each year. The following shall be recognized as legal, paid holidays:

| Holiday | Day |
|-----------------------------|----------|
| New Year's Day | Variable |
| Martin Luther King Jr. Day | Monday |
| President's Day | Monday |
| Memorial Day | Monday |
| Juneteenth | Variable |
| Independence Day (observed) | Variable |
| Labor Day | Monday |
| Veteran's Day | Variable |
| Thanksgiving | Thursday |
| Day after Thanksgiving | Friday |
| Christmas Day | Variable |
| Floating Holiday | TBD |

New Holiday added to policy.

If these holidays fall on Saturday, the proceeding Friday will be a holiday. If they fall on Sunday, the following Monday will be a holiday.

All employees are eligible for holiday pay. Holiday pay will be pro-rated on the basis of employee hours. If a designated holiday falls within an employee's annual leave period, the holiday is not considered an annual leave day. Employees may take religious holidays not designated as a UCSRB holiday with annual leave, with accrued comp-time, or without pay. Prior approval in advance must be obtained from the employee's supervisor/manager.

11.2 Annual Leave

All full-time employees will accrue annual leave each month based on the schedule described below (following WAC 357-31-165). Part-time employees will earn annual leave at a rate proportional to the number of hours worked each week. No more than 240 hours of annual leave may be accrued.

New employees become eligible to take annual leave after they have worked 3 months. Employees may request permission from their supervisor/manager to take unpaid annual leave.

All annual leave must be scheduled in advance with the employee's supervisor/manager. Employees are responsible for planning ahead for annual leave and working out a complete schedule with their supervisor/manager. Annual leave entitlement is administered by the Executive Director.

Upon termination, the employee's accrued, but not taken, annual leave and/or compensatory time will be added to the final paycheck using the employee's then-current straight-time hourly rate for conversion.

Annual Leave Schedule

| Years of Service | Accrual per month |
|-------------------------------------|-------------------------|
| During years 1 and 2 | 9 hours and 20 minutes |
| During year 3 | 10 hours |
| During year 4 | 10 hours and 40 minutes |
| During years 5 and 6 | 11 hours and 20 minutes |
| During years 7, 8, and 9 | 12 hours |
| During years 10, 11, 12, 13, and 14 | 13 hours and 20 minutes |
| During years 15,16,17,18,19 | 14 hours and 40 minutes |
| During years 20, 21, 22, 23, and 24 | 16 hours |
| During the 25th year | 16 hours and 40 minutes |

11.3 Sick Leave

In the event that an employee gets sick, the UCSRB provides all full-time employees with sick leave, which can be used by an employee beginning on the 90th calendar day after employment begins. Sick leave is accrued at 8 hours per month for all full-time employees. Part-time employees will earn sick leave at a rate proportional to the full-time rate, based on the number of hours worked each week. No more than 960 hours of annual leave may be carried over from one State biennium to the next.

It is in the best interests of an employee who is ill or injured that the employee not remain at work. It is the supervisor or manager's responsibility to send the employee home if the employee is incapacitated.

Employees are encouraged to make their routine doctor or dentist appointments before arriving for work or after leaving work for the day, if possible. If time off is required for such appointments, arrangements should be made in advance with the employee's supervisor or manager.

An employee is expected to notify his or her supervisor/manager at the beginning of each work day during illness or injury. Exceptions to this include a serious accidental injury or hospitalization, or when it is known in advance that the employee will be absent for a certain period of time.

A medical statement from the employee's doctor may be requested by the UCSRB when an employee is absent from work for more than five working days.

Upon termination, the employee's accumulated sick leave will pay out only in the case of eligible retirement, as defined by *Treas. Reg. § 1.401(a)-1(b)(2)(i)* (i.e. *voluntary termination after the age of 62 with no intention of re-entering the workforce, etc.*).

11.4 Bereavement Leave

Generally, a full-time or part-time employee shall be entitled to Bereavement Leave upon the death of a spouse (including a *de facto* spouse), son, daughter, stepson, stepdaughter, parent, stepmother, stepfather, brother, sister, stepbrother, stepsister, grandson, granddaughter, grandparent, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

Employees shall be granted up to three (3) consecutive workdays of paid bereavement leave at the time of a death in the employee's immediate family as defined above. An employee shall be granted up to an additional two (2) workdays of paid sick leave when substantial travel is necessary. Bereavement leave may be used for qualified family members in the case of imminent death, but the total bereavement leave portion shall not exceed the three or five workday limitation.

11.5 Jury Duty

The UCSRB will grant employees paid time off for mandatory jury duty or court appearances as a witness when the employee must serve or is required to appear as a result of a court order or subpoena. A copy of the court order or subpoena must be supplied to the employee's supervisor/manager when requesting time off. Compensation received by the employee from the jury service or other duties will be deducted from the normal salary or the compensation signed over to the UCSRB as may be permitted by law.

11.6 Military and Personal Leaves of Absence

Military – Pursuant to [RCW 38.40.060](#), a UCSRB employee who is a member of the WA National Guard or U.S. military is entitled to a military leave of absence with normal pay for a period not exceeding twenty-one (21) days each year.

Personal — Except for those situations covered under the Family/Medical Leave policy, personal leaves may be granted to employees having special nonmedical personal needs

for an extended period of absence. Each case will be evaluated on its own merits, and the following will be taken into consideration:

- The reason for the request;
- The amount of time required; and
- The employee's length of service and past record.

Normally personal leaves are granted for periods of up to 90 days.

11.7 Family/Medical Leaves of Absence

The [WA Paid Family and Medical Leave Act](#) (PFMLA), administered by the WA Employment Security Department (ESD) allows all eligible employees to take leave for qualifying events such as a serious health condition, to care for their child after birth or adoption or foster care placement, to care for their spouse, child or parent with a serious health condition, or to spend time with family member because of a military deployment. Eligibility and benefits are defined in [RCW 50A.04](#) (<https://app.leg.wa.gov/RCW/dispo.aspx?cite=50A.04>)

12 SUPPLIES, PURCHASES, AND REIMBURSEMENTS

12.1 Introduction

The UCSRB will pay actual and other reasonable business-related expenses incurred by employees in the performance of their job responsibilities. Hotels, meals and incidental expenses shall not exceed the approved rate published by the General Services Administration (GSA). All items purchased or charged by the employee are to be itemized on the approved UCSRB expense report. The Executive Director must approve all such expenses incurred by an employee at the end of each month, and before reimbursement will be made.

Expense reports are to be submitted to the Executive Director and supported by evidence of proof of purchase (e.g., receipts). Expense reports are due to the Executive Director on the last working day of each month.

Expenses submitted after the last working day of the month in which they are incurred will be paid on a deferred basis.

For more information on the process for acquiring goods and services, please see Section B of the UCSRB Operational Policies: Purchasing Goods, Services and Equipment, which describes the process in detail.

12.2 Required Management Approval

All employee travel, mileage, purchase requisitions and other business-related expense reports must have a supervisor's/manager's approval. Employees are required to request approval in advance of expenditures whenever possible. Specific procedures for obtaining and documenting appropriate approval of purchases and expenses are

described in the UCSRB purchase request form, available from the Executive Director or the Finance Manager.

All expense reports are due to the Executive Director prior to the final working day of each month. Prior to being honored by the Finance Manager, these reports must have the employee's signature and date and must be approved by the employee's supervisor/manager.

12.3 Travel Expenses

This policy establishes the general guidelines and procedures to be followed when business travel is required:

1. Travel-related expenses are to be detailed on the UCSRB expense claim form;
2. Use of personal vehicles on UCSRB business will be reimbursed at the standard mileage rate published by the General Services Administration (GSA), assuming that the time and distance involved is reasonable under the circumstances;
3. All parking expenses incurred as a result of business travel will be reimbursed;
4. All air travel must be approved in advance by the employee's supervisor/manager. All personnel will travel economy class. The duplicate airline ticket receipt should be attached to the expense claim form;
5. Employees should request advance approval for use of a rental car at their destination. A copy of the rental car agreement form must accompany the expense claim form;
6. Employees should select moderately priced lodging convenient to their destination to minimize time and expense. Maximum hotel room rates are published by the GSA. A detailed receipt from the hotel or motel must accompany the reimbursement form unless such is unavailable, in which case a credit card receipt is acceptable;
7. Reimbursement for meals and travel expenses at established GSA per diem rates is triggered when you have been in travel status for at least eleven (11) hours. Employees may submit for the allowable GSA per diem rates on the expense form for the days of approved travel.
8. Expense forms approved and signed by supervisors are to be submitted to the Finance Manager along with timesheets. Expense forms should include all receipts for reimbursements claimed. Expense forms should be submitted monthly.

12.4 Vehicle Use

The Vehicle Use Policy addresses the use of both UCSRB or GSA vehicles and personal vehicles for UCSRB business. The purpose of this policy is to:

- Provide uniform and consistent criteria for the use of vehicles.
- Ensure vehicles are operated consistent with state law and GSA rules.
- Ensure that UCSRB/GSA vehicles are used only in the course of doing UCSRB business, and in accordance with their intended use.

All employees are expected to follow the Washington State traffic laws and possess a valid Washington driver's license. Vehicles may be used only when they are in safe

operating condition, any problems with UCSRB/GSA vehicles should be reported to the Executive Director and repaired as necessary. Private vehicles are the responsibility of the employee to repair and maintain as appropriate. Employees/volunteers will be personally responsible for any fines related to the violation of RCW's related to traffic laws.

Violation of these policies may result in disciplinary action, including possible termination.

Use of Tobacco, Drugs or Alcohol

Use of tobacco, drugs, or alcohol while operating an UCSRB/GSA vehicle is strictly prohibited. Use of drugs or alcohol while driving a personal vehicle on UCSRB business is strictly prohibited.

Authorized Drivers

Only UCSRB employees are authorized to operate UCSRB/GSA vehicles, except in an emergency where no other alternative exists.

Authorized Passengers

Only individuals directly engaged in activities which are associated with UCSRB business may ride as passengers in an UCSRB/GSA vehicle. No animals may be transported in an UCSRB/GSA vehicle unless necessary to complete normal job duties.

Driving Record

Employees should be aware that they may be subject to a driving record history review. Drivers must have a driving record which demonstrates their ability and willingness to drive in a safe and legal manner.

Insurance (Personal Vehicles)

UCSRB employees may, upon the request of the UCSRB be required to provide a copy of current insurance coverage prior to driving a personal vehicle on UCSRB business. Mileage reimbursement for business use of a personal vehicle contains compensation for fuel, insurance, vehicle depreciation, and vehicle maintenance. Mileage reimbursement is given at the current federal government rate. The employee's automobile insurance is the primary carrier. Employees using a personal vehicle on UCSRB business are required to carry a minimum of \$100,000 liability coverage through his or her personal automobile insurance carrier.

Limitation on Personal Use (UCSRB/GSA Vehicles)

UCSRB/GSA vehicles shall only be used in the scope and course of UCSRB business. Employees may not use vehicles for personal matters (including transport of children to school or daycare facilities) except under one of the following conditions:

- Travel when an employee is on UCSRB business, in a location where driving to a personal vehicle would result in an extra and unnecessary expenditure of UCSRB time or money; or the employee has a vehicle specifically assigned to him or her.
- Limited and incidental personal use, such as driving to eating establishments while traveling or at a conference, or traveling to events and emergencies.

Employees required to travel because of their job responsibilities may rent a car upon receiving the approval of their supervisor/manager.

An economy or compact size car will be the employee's first choice in obtaining a rental car. The UCSRB is not insured for damage to rental cars used on UCSRB business. Any additional insurance charges offered as an option by the rental company are

reimbursable. A copy of the rental car agreement must accompany the employee's monthly travel expense report.

12.5 Conferences and Meetings

Employees may request time off or financial support or both to attend conferences or meetings sponsored by institutions or professional organizations. The subject matter to be presented must relate directly to the employee's position or provide beneficial information to be shared in the employee's department.

The employee's supervisor/manager must approve the employee's participation in the conference or meeting. The UCSRB will pay for the following expenses if attendance is approved: registration fees, travel costs, lodging and meal expenses not covered by registration. Time off for attendance and travel during normal working hours will be paid at the normal rate of pay.

12.6 Cell Phones

The nature of the duties performed by some UCSRB employees requires the use of a cell phone to stay in contact and to conduct business while on the road. Eligible employees may choose to use a phone provided by the UCSRB or to be reimbursed at a market-driven rate for use of their personal phone in conducting UCSRB business. At the discretion of their Supervisor and/or the Executive Director, employees whose work requires occasional use of a cell phone may be compensated on a per-call basis for the cost of necessary business calls.

Use of cellular telephones is not authorized when operating a motor vehicle, unless a hands free apparatus is available. To dial, or otherwise initiate a call, or to respond to a call, the driver will leave the road and safely park the vehicle.

Eligibility- Business use of a phone is necessary because of the extent of travel on a regular basis or other non-compensatory need, as determined by their Supervisor and Executive Director. Determination of eligibility will be based on:

- The job function of the employee requires considerable time outside of his/her assigned duty station or work area and it is important to the UCSRB that she or he is accessible during those times;
- The job function of the employee requires him/her to be accessible outside of scheduled or normal working hours; and/or
- The job function of the employee requires him/her to have wireless data and internet access.

UCSRB Supplies Cell Phone

- The use of company cellular telephones for personal calls is permitted, and these calls do not need to be justified as long as they do not go over their allotted monthly minutes. In cases where additional monthly charges are incurred because the allotted minutes have been exceeded, the applicable employee must review the bill to isolate all personal calls made during the month and submit the bill with a justification to the Executive Director. The Finance Manager will then review the itemized bill and justification to determine which, if any, calls the employee will be responsible for paying.

UCSRB Reimburses for Cell Phone Plan

- The maximum rate for reimbursement is set by the Executive Director accounting for market rates, what it would cost the UCSRB to provide a phone and plan, and need based on the employee's position.
- After approval, eligible employees may claim the reimbursement on their monthly expenses form and submit their monthly cell phone bill as back-up.
- Regardless of the maximum reimbursement rate set by the Executive Director, cell phone plan reimbursements may not exceed employee costs.
- Eligible employees provide their own phone equipment.

UCSRB Reimburses on a Per-Call Basis

- On approval, employees not eligible for a UCSRB-supplied cell phone or cell plan reimbursement, but whose work may require occasional use of a cell phone for UCSRB calls, when authorized by the Executive Director, may make business calls with their personal cellular telephones and be reimbursed for the cost of the calls, although the use of UCSRB calling cards for associated business is preferred.
- The employee must submit a log of calls with their monthly bill, including an explanation of the purpose of calls claimed for reimbursement
- Each claim for reimbursement must be approved by the employee's supervisor or the Executive Director.

12.7 Public Transportation Incentive

Consistent with the "wise resource management" mission of the UCSRB, the Executive Director may approve for employees on a case-by-case basis transit passes, tokens, farecards, vouchers, or similar items subsidizing use of public mass transit. This public transportation incentive is a qualified fringe benefit, and is governed by the rules outlined in IRS Publication 15-B (<https://www.irs.gov/pub/irs-pdf/p15b.pdf>).

12.8 Relocation Expenses

Written approval from the Board is required to provide moving expenses incurred by any new or current employee.

13 Changes to Employee Policies and the Employee Manual

The UCSRB Personnel Policy shall be administered by the Board or its designee(s) and shall be periodically reviewed by the Board to consider changes in the organization's needs and goals, and compliance with state and federal law.

All persons responsible for the operation of the Personnel Policy shall know and understand their responsibilities and effectively administer their responsibilities.

The Executive Director shall periodically review the Personnel Policy, solicit input from employees and make recommendations for any changes to the UCSRB's Executive Committee. The Committee shall submit its recommendations to the Board for adoption.

It shall be the responsibility of the Board to adopt changes in personnel policies and procedures by resolution as it deems necessary. All proposed changes shall be submitted to the Executive Committee and their suggestions forwarded to the UCSRB before adoption.

It shall be the responsibility of the Executive Director to:

- A. Review proposed changes to personnel policies and procedures and provide the Executive Committee with suggestions regarding proposed changes in these policies and procedures;
 - B. Review and adopt changes in the Personnel Policy that are adopted by the Board;
 - C. Administer the Personnel Policy;
 - D. As needed assign a designee to administer specific portions of the Personnel Policy.
-

14 EMPLOYMENT MANUAL ACKNOWLEDGMENT

I acknowledge that I have received a copy of the UCSRB Employment Policies, and I do commit to read and follow these policies.

I am aware that if, at any time, I have questions regarding the UCSRB policies I should direct them to my supervisor.

I know that the UCSRB policies and other related documents do not form a contract of employment and are not a guarantee by the UCSRB of the conditions and benefits that are described within them. Nevertheless, the provisions of such UCSRB policies are incorporated into the acknowledgment, and I agree that I shall abide by its provisions.

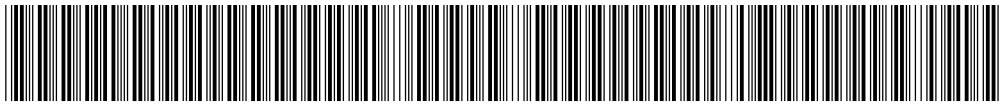
I also am aware that the UCSRB, at any time, may on reasonable notice, change, add to, or delete from the provisions of the UCSRB policies.

Employee's Printed Name

Position

Employee's Signature

Date



004602220002816%0280%02182022%#####UCA8197%16

CORPORATE RESOLUTION TO BORROW

| Principal | Loan Date | Maturity | Loan No | Call / Coll | Account | Officer | Initials |
|--|------------|------------|---------------|-------------|---------|---------|----------|
| \$75,000.00 | 02-18-2022 | 02-18-2024 | 4602220002816 | 9B2 / 700 | UCA8197 | *** | |
| References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations. | | | | | | | |

| | | | |
|--------------|--|---------|--|
| Corporation: | Upper Columbia Salmon Recovery Board 11 Spokane Street Suite 101 Wenatchee, WA 98801 | Lender: | North Cascades Bank, Division of Glacier Bank Wenatchee Branch 614 North Mission Street Wenatchee, WA 98801 |
|--------------|--|---------|--|

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is Upper Columbia Salmon Recovery Board ("Corporation"). The Corporation is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Washington. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 11 Spokane Street Suite 101, Wenatchee, WA 98801. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on **February 24, 2022**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICER. The following named person is an officer of Upper Columbia Salmon Recovery Board:

| NAMES | TITLES | AUTHORIZED | ACTUAL SIGNATURES |
|---------------|--------------|------------|-------------------|
| Robert Bugert | Board Member | Y X | |

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the officer may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from the Corporation, at Lender's address shown above, written notice of revocation of such authority: **Robert Bugert, Board Member of Upper Columbia Salmon Recovery Board.**

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: **None.**

NOTICES TO LENDER. The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officer named above is duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

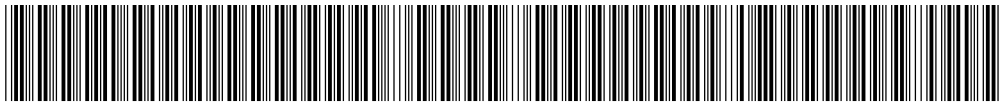
I have read all the provisions of this Resolution, and I personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow is dated **February 18, 2022.**

CERTIFIED TO AND ATTESTED BY:

X
See Attached Minutes of the Meeting of the Board of
Directors of Upper Columbia Salmon Recovery Board
dated February 24, 2022

NOTE: If the officer signing this Resolution is designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

DRAFT



004602220002816%0070%02182022%#####UCA8197%16

BUSINESS LOAN AGREEMENT

| Principal | Loan Date | Maturity | Loan No | Call / Coll | Account | Officer | Initials |
|--|------------|------------|---------------|-------------|---------|---------|----------|
| \$75,000.00 | 02-18-2022 | 02-18-2024 | 4602220002816 | 9B2 / 700 | UCA8197 | *** | |
| References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations. | | | | | | | |

Borrower:
Upper Columbia Salmon Recovery Board
11 Spokane Street Suite 101
Wenatchee, WA 98801

Lender:
North Cascades Bank, Division of Glacier Bank
Wenatchee Branch
614 North Mission Street
Wenatchee, WA 98801

THIS BUSINESS LOAN AGREEMENT dated February 18, 2022, is made and executed between Upper Columbia Salmon Recovery Board ("Borrower") and North Cascades Bank, Division of Glacier Bank ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of February 18, 2022, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until February 18, 2024.

LINE OF CREDIT. The Indebtedness includes a revolving line of credit. Advances under the Indebtedness, as well as directions for payment from Borrower's accounts, may be requested either orally or in writing by Borrower. Lender may, but need not require that all non-written requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person as described in the "Advance Authority" section below or (B) credited to any of Borrower's accounts with Lender.

ADVANCE AUTHORITY. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Robert Bugert, Board Member of Upper Columbia Salmon Recovery Board.**

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Washington. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 11 Spokane Street Suite 101, Wenatchee, WA 98801. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 4602220002816

Page 2

warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 4602220002816

Page 3

discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 4602220002816

Page 4

and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Chelan County, State of Washington.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Upper Columbia Salmon Recovery Board and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means North Cascades Bank, Division of Glacier Bank, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated February 18, 2022 and executed by Upper Columbia Salmon Recovery Board in the principal amount of \$75,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED FEBRUARY 18, 2022.

BORROWER:

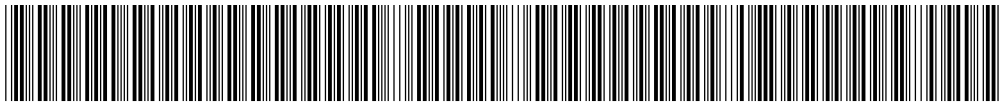
UPPER COLUMBIA SALMON RECOVERY BOARD

By: Robert Bugert, Board Member of Upper Columbia Salmon Recovery Board

LENDER:

NORTH CASCADES BANK, DIVISION OF GLACIER BANK

By: Robert W Black, Vice President/Commercial Loan Officer



004602220002816%0955%02182022%#####UCA8197%16

PROMISSORY NOTE

| Principal | Loan Date | Maturity | Loan No | Call / Coll | Account | Officer | Initials |
|--|------------|------------|---------------|-------------|---------|---------|----------|
| \$75,000.00 | 02-18-2022 | 02-18-2024 | 4602220002816 | 9B2 / 700 | UCA8197 | *** | |
| References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations. | | | | | | | |

Borrower:
Upper Columbia Salmon Recovery Board
11 Spokane Street Suite 101
Wenatchee, WA 98801

Lender:
North Cascades Bank, Division of Glacier Bank
Wenatchee Branch
614 North Mission Street
Wenatchee, WA 98801

Principal Amount: \$75,000.00

Initial Rate: 5.000%

Date of Note: February 18, 2022

PROMISE TO PAY. Upper Columbia Salmon Recovery Board ("Borrower") promises to pay to North Cascades Bank, Division of Glacier Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Seventy-five Thousand & 00/100 Dollars (\$75,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on February 18, 2024. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning March 18, 2022, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied to Accrued Interest, then to Principal, then to Escrow (if applicable) then to Other charges, then to Late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. All payments must be made in U.S. dollars and must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after the close of business where the branch is located, Lender will credit Borrower's payment on the next business day.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the variable rate known as Prime Rate as published in the Wall Street Journal; when a range of rates has been published, the higher of the rates will be used (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.750 percentage points over the Index (the "Margin"), adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.000% per annum. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Note, Lender may amend this Note by designating a substantially similar substitute index. Lender may also amend and adjust the Margin to accompany the substitute index. The change to the Margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this Note will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 4.000% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: North Cascades Bank, Division of Glacier Bank, Home Office, PO BOX 1648 Chelan, WA 98816.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$20.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. If judgment is entered in connection with this Note, interest will continue to accrue after the date of judgment at the rate in effect at the time judgment is entered. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

- Payment Default.** Borrower fails to make any payment when due under this Note.
- Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.
- Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.
- False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
- Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.
- Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.
- Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.
- Change In Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.
- Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.
- Insecurity.** Lender in good faith believes itself insecure.
- Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the

same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

FUTURE RELEASE FEES. We do not assess a fee for our services in connection with the release of a recorded lien. However, we may charge you the amount paid for recording charges assessed by the local record offices or charges actually paid to third parties, including trustee fees for lien release or reconveyance services. The fee varies according to local government recording charges and any third party charges.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Washington.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Chelan County, State of Washington.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. This loan is unsecured.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Robert Bugert, Board Member of Upper Columbia Salmon Recovery Board.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

ERROR AND OMISSIONS. In consideration of all loans and other financial accommodations from Lender to Borrower, the undersigned hereby agree that if requested by Lender or Closing Agent for Lender to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender.

ELECTRONIC SIGNATURE. The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provide for in any applicable law.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

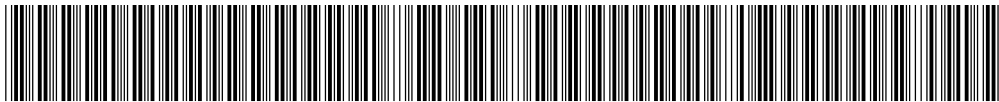
PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

UPPER COLUMBIA SALMON RECOVERY BOARD

By: Robert Bugert, Board Member of Upper Columbia Salmon Recovery Board



004602220002816%0345%02182022%#####UCA8197%16

DISBURSEMENT REQUEST AND AUTHORIZATION

| Principal | Loan Date | Maturity | Loan No | Call / Coll | Account | Officer | Initials |
|--|------------|------------|---------------|-------------|---------|---------|----------|
| \$75,000.00 | 02-18-2022 | 02-18-2024 | 4602220002816 | 9B2 / 700 | UCA8197 | *** | |
| References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations. | | | | | | | |

Borrower:
Upper Columbia Salmon Recovery Board
11 Spokane Street Suite 101
Wenatchee, WA 98801

Lender:
North Cascades Bank, Division of Glacier Bank
Wenatchee Branch
614 North Mission Street
Wenatchee, WA 98801

LOAN TYPE. This is a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Corporation for \$75,000.00 due on February 18, 2024.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
- ☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Renew operating line of credit which assists with the lag time between when expenses are incurred and when grants/contributions are received.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$75,000.00 as follows:

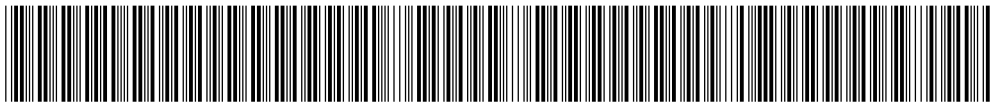
| | |
|---|-------------|
| Other Disbursements: | \$75,000.00 |
| \$75,000.00 Undisbursed | |
| | |
| Note Principal: | \$75,000.00 |
| | |
| CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges: | |
| Prepaid Finance Charges Paid in Cash: | \$375.00 |
| \$375.00 Loan Origination Fee | |
| Other Charges Paid in Cash: | \$250.00 |
| \$250.00 Document Preparation Fee | |
| | |
| Total Charges Paid in Cash: | \$625.00 |

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED FEBRUARY 18, 2022.

BORROWER:

UPPER COLUMBIA SALMON RECOVERY BOARD

By: Robert Bugert, Board Member of Upper Columbia Salmon Recovery Board



004602220002816%0820%02182022%#####UCA8197%16

NOTICE OF FINAL AGREEMENT

| Principal | Loan Date | Maturity | Loan No | Call / Coll | Account | Officer | Initials |
|-------------|------------|------------|---------------|-------------|---------|---------|----------|
| \$75,000.00 | 02-18-2022 | 02-18-2024 | 4602220002816 | 9B2 / 700 | UCA8197 | *** | |

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Upper Columbia Salmon Recovery Board
11 Spokane Street Suite 101
Wenatchee, WA 98801

Lender: North Cascades Bank, Division of Glacier Bank
Wenatchee Branch
614 North Mission Street
Wenatchee, WA 98801

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

By signing this document each Party acknowledges receipt of the above notice. In addition (and not as a limitation on the legal effect of the notice), by signing this document each Party represents and agrees that: (a) The written Loan Agreement represents the final agreement between the Parties, (b) There are no unwritten oral agreements between the Parties, and (c) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Corporation for \$75,000.00 due on February 18, 2024.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

- Corporate Resolution: Upper Columbia Salmon Recovery Board
- Disbursement Request and Authorization
- Business Loan Agreement
- Promissory Note
- Notice of Final Agreement

Parties. The term "Parties" means North Cascades Bank, Division of Glacier Bank and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower: Upper Columbia Salmon Recovery Board

Each Party who signs below, other than North Cascades Bank, Division of Glacier Bank, acknowledges, represents, and warrants to North Cascades Bank, Division of Glacier Bank that it has received, read and understood this Notice of Final Agreement. This Notice is dated February 18, 2022.

BORROWER:

UPPER COLUMBIA SALMON RECOVERY BOARD

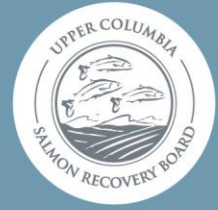
By: Robert Bugert, Board Member of Upper Columbia Salmon Recovery Board

LENDER:

NORTH CASCADES BANK, DIVISION OF GLACIER BANK

X Robert W Black, Vice President/Commercial Loan Officer

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.



UCSRB Current Officers and Directors and Officer Rotation History

2021:

*Chair – Bob Bugert, Chelan County

*Vice Chair – Marc Straub, Douglas County

*Secretary/Treasurer – Chuck Brushwood, Colville Confederated Tribes

Board Director – Andy Hover, Okanogan County Commissioner

Board Director – Shannon Adams, Yakama Nation

* Chair, Vice Chair and Secretary remained the same as 2020 since Bob Bugert just stepped in as chair in December and Shannon Adams asked to differ holding a position for a year as she just joined the Board in September of 2020.

2020:

Chair – Chelan County Commissioner (Doug England until Dec. 10, 2020 then Bob Bugert)

Vice Chair – Marc Straub, Douglas County

Secretary/Treasurer – Chuck Brushwood, Colville Confederated Tribes

Board Director – Andy Hover, Okanogan County Commissioner

Board Director – Paul Ward, Shannon Adams, Yakama Nation

2019:

Chair – Chuck Brushwood, Colville Confederated Tribes

Vice Chair – Doug England, Chelan County Commissioner

Secretary/Treasurer – Paul Ward, Yakama Nation

Board Director – Marc Straub, Douglas County Commissioner

Board Director – Andy Hover, Okanogan County Commissioner

2018:

Chair – Andy Hover, Okanogan County Commissioner (effective April 2018 after Bill Towe's departure from CCT)

Vice Chair – Paul Ward, Yakama Nation (effective April 2018 after Andy Hover became chair)

Secretary/Treasurer – Steve Jenkins, Douglas County Commissioner (effective April 2018 after Paul Ward became Vice Chair)

2017:

Chair – Steve Jenkins, Douglas County Commissioner

Vice Chair – Bill Towey, Colville Confederated Tribes

Secretary/Treasurer – Andy Hover, Okanogan County Commissioner

2016:

Chair – Paul Ward, Yakama Nation

Vice Chair – Ron Walter, Chelan County Commissioner

Secretary/Treasurer – Bill Towey, Colville Confederated Tribes

2015:

Chair – Steve Jenkins, Douglas County Commissioner

Vice Chair – Paul Ward, Yakama Nation

2014:

Chair – Bill Towey, Colville Confederated Tribes

Vice Chair – Steve Jenkins, Douglas County Commissioner

2013:

Chair – Ron Walter, Chelan County Commissioner

Vice Chair – Bill Towey, Colville Confederated Tribes

Finance Committee

(Does not rotate on an annual basis, per UCSRB Finance Committee Charter)

2021: Andy Hover and Chuck Brushwood

2020: Andy Hover and Chuck Brushwood

2019: Paul Ward and Marc Straub

2018: Steve Jenkins and Doug England

2017: Doug England and Andy Hover

2016: Steve Jenkins and Ron Walter

2015: Steve Jenkins and Ron Walter

2014: Steve Jenkins and Ron Walter

2013: Steve Jenkins and Ron Walter

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.



UCSRB Executive Committee Charter

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.

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:

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 threshold for Executive Committee review and approval is \$10,000 and greater. Approval for lesser amounts is delegated to the Executive Director. 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 his respective organization, the Vice Chair may sign in his 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 any two board members and the Executive 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 12/13/12.

UCSRB Executive Director Hiring Process

Approved 11/4/2021

The following tasks and timeline will provide a healthy executive director transition for UCSR. The planned resignation of current ED is by mid-March 2022 with intent of overlapping with new ED, as needed, beforehand. This timeline would need to be modified if, at any juncture (*italicized in bold*), the ED search needs to be expanded.

Executive Director Hiring Process

| | | | |
|----|--------------------------|---|---|
| 1 | 11/4/21 | Board meeting approval of ED hiring process | Board decision |
| 2 | 11/5/21 | Send Interview Questions to Bob for HR to review | |
| 3 | 11/17/21 (tentative) | Board Director participation at staff meeting to discuss any staff concerns about transition. | Andy (or Bob) |
| 4 | 12/2/2021 | Review number of resumes received & whether pool of candidates meeting minimum requirements is large enough to initiate review and ranking of resumes. | Melody, Andy, Bob Alicia |
| 5 | 12/2/2021 | All resumes distributed to Directors with evaluation ranking forms <i>Search expanded/extended until Jan. 6.</i> | Alicia |
| 6 | 12/2/2021 (tentative) | Board Director participation at staff meeting to discuss hiring progress. | Marc (or Bob) |
| 7 | 1/6/2022 | Review number of resumes received & whether pool of candidates meeting minimum requirements is large enough to initiate review and ranking of resumes. | Melody, Andy, Bob Alicia |
| 8 | 1/14/2202 | Directors & staff rep. review resumes and submit rankings to Alicia (by noon on this date). | Alicia, Directors (no quorum discussion), |
| 9 | 1/14/2022 | In Executive Session, review list of top-ranking candidates (based on Director/staff rep. ranking on evaluation forms) who will be interviewed. If less than three candidates rank high enough to move to interviews, <i>then extend/ expand search</i> | Alicia, Directors (no voting, balloting, consensus building). |
| 10 | 1/17/2022 | Contact top-ranking candidates to schedule interviews <i>OR extend/expand search</i> | Alicia |

| | | | |
|----|--|--|--|
| 11 | 1/18-26/2022 | <p>Conduct interviews and individually score candidates. Review scores.</p> <ol style="list-style-type: none"> 1. If scores indicate a clear finalist, Board member designated to follow up with finalist. 2. If no clear finalist, by Feb. 2022 Board meeting: <ol style="list-style-type: none"> a. determine finalist, b. select candidates for second interviews, or c. <i>extend/expand search.</i> | Alicia, Directors (no voting, balloting, consensus building) |
| 12 | 1/24/2022 (tentative) | Board Chair participation at staff meeting to discuss hiring progress. | Bob |
| 13 | Before/after Feb. Board mtg (based on interview results) | Designated representative will contact the finalist's three references. If references are positive, rep will contact finalist to determine if she/he is qualified to start by date necessary and to accept a salary within UCSRB's personnel budget. | Designated Board member |
| 14 | 2/7/2022 (tentative) | Board Chair participation at staff meeting to discuss hiring progress. | Andy |
| 15 | Feb. Board mtg (exact date TBD) | <p>Board decision to:</p> <ol style="list-style-type: none"> 1. hire new Executive Director and set her/his salary, 2. determine finalist from interviews and agree to hire, 3. select candidates for second interviews, or 4. <i>extend/expand search.</i> | Board decision |
| 16 | After Feb. Board mtg | <p>Initiate steps as determined by 1/6/22 Board decision:</p> <ol style="list-style-type: none"> 1. offer letter to candidate, 2. schedule second interviews, or 3. <i>extend/expand search.</i> | Bob, Andy, Melody, Alicia |