

**AMENDMENT NO. 2
TO THE
AGREEMENT BETWEEN
WASHINGTON STATE UNIVERSITY
AND
OKANOGAN CONSERVATION DISTRICT**

THIS AMENDMENT NO. 2 (the "Amendment") is made and entered into by and between Washington State University, an institution of higher education and an agency of the State of Washington ("WSU"), and the Okanogan Conservation District ("District").

RECITALS

WHEREAS, WSU and District have previously entered into that certain Agreement commencing July 1, 2014 (the "Agreement") regarding the purpose of executing the "*Erosion Demonstration Teaching Tool*" project funded by the Verle Kaiser Conservation Endowment Find.; and

WHEREAS, the parties have previously executed an Amendment No. 1 to extend the Term of the Agreement to December 31, 2015; and

WHEREAS, the parties desire to extend the Agreement for an additional six months.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term Extended. Pursuant to section 7 of the Agreement, the term of the Agreement is hereby amended to extend by six months, ending on June 30, 2016.

2. No Lapse in Performance. The parties wish to formally acknowledge that despite the lapse in the term of this Agreement, which expired December 31, 2015, the parties have fully intended to continue and have continued to carry out the terms of the Agreement as though it were still in effect, and agree that there has been no cessation in the performance of this Agreement.

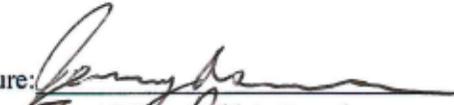
3. Other Terms and Conditions Unchanged. Apart from the term extension provided for in this amendment, the Agreement remains unchanged and in full force and effect. This Amendment shall be effective on the last date signed below and shall be attached to the Agreement.

WASHINGTON STATE UNIVERSITY

OKANOGAN CONSERVATION DISTRICT

APPROVED BY:

Signature: 
Name: Amanda N. Owen
Title: Contracts Manager

Signature: 
Name: Kerry Asmussen
Title: vice chairman

Date: 3/30/16

Date: 4-5-16

RECOMMENDED BY:

APPROVED
By Cindy Armstrong at 4:43 pm, Mar 31, 2016

Signature: _____

Name: ~~Chris S. Johnson~~ Cindy Armstrong, Finance/Budget Manager

Title: ~~Finance Director, College of Agriculture, Human, and Natural Resource Studies~~

Date: March 31, 2016

**AMENDMENT NO. 1
TO THE
AGREEMENT BETWEEN
WASHINGTON STATE UNIVERSITY
AND
OKANOGAN CONSERVATION DISTRICT**

THIS AMENDMENT NO. 1 (the "Amendment") is made and entered into by and between Washington State University, an institution of higher education and an agency of the State of Washington ("WSU"), and the Okanogan Conservation District ("District").

RECITALS

WHEREAS, WSU and District have previously entered into that certain Agreement commencing July 1, 2014 (the "Agreement") regarding the purpose of executing the "*Erosion Demonstration Teaching Tool*" project funded by the Verle Kaiser Conservation Endowment Fund.

WHEREAS, the parties desire to extend the Agreement for an additional six months.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term Extended.** Pursuant to Section 7 of the Agreement, the term of the Agreement is hereby amended to extend by six months, ending December 31, 2015.

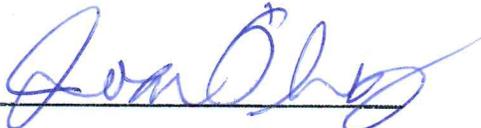
2. **Other Terms and Conditions Unchanged.** Apart from the term extension provided for in this amendment, the Agreement remains unchanged and in full force and effect. This Amendment shall be effective on the last date signed below and shall be attached to the Agreement.

WASHINGTON STATE UNIVERSITY

OKANOGAN CONSERVATION DISTRICT

APPROVED BY:

Signature: 

Signature: 

Name: Christine R. Hoyt
Contracts Manager

Name: IVAN OBERG

Title: Washington State University

Title: BOARD OF SUPERVISORS CHAIR

Date: 8-3-15

Date: 3/1/16

RECOMMENDED BY:

Signature: 

Name: Chris S. Johnson

Title: Finance Director, College of Agricultural, Human, and Natural Resource Sciences

Date: 9-27-15

AGREEMENT

between

WASHINGTON STATE UNIVERSITY

and

OKANOGAN CONSERVATION DISTRICT

THIS AGREEMENT is made and entered into by and between Washington State University, an institution of higher education and an agency of the State of Washington (WSU), hereinafter referred to as "University" and Okanogan Conservation District, hereinafter referred to as "District".

1. PURPOSE OF THIS AGREEMENT

- a. The University desires to provide funds for the execution of the "*Erosion Demonstration Teaching Tool*" as set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Project").
- b. The District agrees to execute the Project in accordance with Exhibit "A" and the terms and conditions stated herein.

THEREFORE, it is mutually agreed that:

2. RESPONSIBILITIES OF THE PARTIES:

- a. University will provide \$1,499.88 (One Thousand Four Hundred Ninety-Nine Dollars and 88/100 cents) from the Verle Kaiser Conservation Endowment Fund to support this project.
- b. The District will submit an itemized invoice billing WSU for reimbursement at least quarterly, but not more often than monthly, to the following address:

Washington State University
Controller's Office
P O Box 641025
Pullman, WA 99164-1025

3. PERIOD OF PERFORMANCE:

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2014 and be completed on June 30, 2015 unless terminated sooner as provided herein.

4. PAYMENT:

- a. The amount of compensation under this Agreement shall be \$1,499.88 (One Thousand Four Hundred Ninety-Nine Dollars and 88/100 cents).
- b. The source of the funding under this Agreement shall be the Verle Kaiser Conservation Endowment Funds.

c. Payment will be made by WSU within thirty (30) days of receiving a properly completed invoice.

d. Payments shall be made to:

Okanogan Conservation District
1251 S. 2nd Ave, Room 102
Okanogan, WA 98840

5. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

6. TERMINATION

Either party may terminate this Agreement upon ninety (90) days prior written notification to the other party. Any compensation due the parties as provided in the Agreement shall be prorated to the date of termination of the Agreement.

7. ALTERATION AND AMENDMENTS

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

8. DISPUTES

In the event that a dispute arises under the Agreement that the parties cannot resolve, the dispute shall be determined by a Dispute Panel in the following manner: Each party to this agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint additional member(s) to the Dispute Panel to make an uneven number of Panel members. The Dispute Panel so constituted shall review the facts, contract terms, and applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding to the parties. There shall be no charge for these services.

9. GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable Federal laws. The provisions of this Agreement shall be construed to conform to those laws.

10. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment shall be effective only if written, signed by the authorized representatives of each Party and attached to this Agreement.

11. NOTICE

The contact person for all communications regarding the performance of this Agreement shall be:

For Washington State University:

Cindy Murray-Armstrong
Washington State University Extension
Center for Sustaining Agriculture and Natural Resources
7612 Pioneer Way E
Puyallup, WA 98371-4998

For District:

Okanogan Conservation District
Leslie Michel, Conservation Planner
1251 S. 2nd Ave, Room 102
Okanogan, WA 98840
509.422.0855, ext 126
lesliem@okanogancd.org

12. SIGNATURES

The parties affirm the individuals signing the Agreement have been granted the authority to do so.
The parties

WASHINGTON STATE UNIVERSITY

Approved by:



Christine R. Hoyt
Contracts Manager
Washington State University

Date: 7-1-14

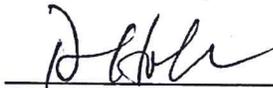
OKANOGAN CONSERVATION DISTRICT

Approved by:



Date: 7/3/14

Recommended by:



Don Holbrook
CAHNRS Director of Administrative Services

Date: 6/5/14

Exhibit A

VERLE KAISER CONSERVATION ENDOWMENT 2014

Title: Erosion Demonstration Teaching Tool

Personnel:

Leslie Michel, Conservation Planner
Okanogan Conservation District
1251 S. 2nd Ave., Room 102
Okanogan, WA 98840
(509) 422-0855 ext 126
lesliem@okanogancd.org

Justification: The Okanogan Conservation District received a Regional Approaches to Climate Change (REACCH) grant in February of 2014. Thanks to this grant, the District will plant a cover crop trial on a farm in Okanogan to determine if cover crops can be used in the Inland Pacific Northwest on dryland farms. In concert with this trial, the District would like to construct an erosion demonstration table to help people understand the importance of having bare soil covered with plant matter.

Funding from the Verle Kaiser Conservation Endowment would allow the District to construct an erosion demonstration table and pay mileage and staff time to bring the erosion demonstration to public events around Okanogan County. The demonstration table would continue to be used by the District in the years to come.

Objectives:

1. To provide visual demonstration of the benefits of plant cover to reduce erosion.
2. Provide demonstrations at eight of our most attended events.

Approach: *(Provide sufficient detail on what you propose to do)*

Grant will provide funding to make an erosion demonstration table, which will show three types of soil cover; no soil cover, limited soil cover, and living soil cover. When water is poured over the demonstration, the runoff will demonstrate what occurs in the fields during a rain event. The dirtiest water, or the water that contains the most soil particles will come off the bare soil section, while the cleaner water will runoff the section which contains live cover. See Appendix 1 for illustration.

The Okanogan Conservation District tables at many events throughout the year. The largest event is the Okanogan County Fair, at which approximately 1000 children, teenagers and adults come through our booth to talk to us and try out our hands-on activities for young people,

including our stream simulation table. In addition to the Fair, the District participates in several other annual events. In the 12 months following an award from the Verle Kaiser fund, we intend to bring the erosion demonstration to the following:

- Okanogan Horticultural Association Trade Show: February
- Okanogan Days: June
- Okanogan River Garlic Festival: August
- Okanogan Harvest Festival: October

Based on past attendance, we expect to reach over 1,500 people at these events.

The District will also use the erosion demonstration in conjunction with the REACCH grant, by setting up the demonstration during field days. This will give a clear example of how cover crops can reduce erosion, and provide a launching point to discuss the other benefits of cover crops to field day attendees.

Budget: *(Include brief budget narrative and budget justification)*

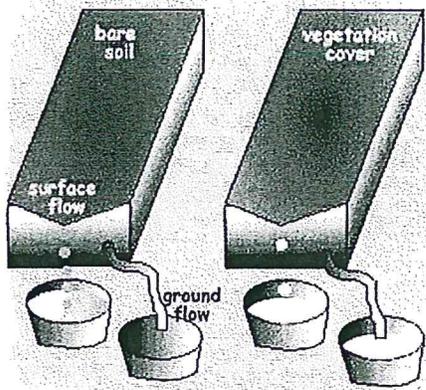
This budget covers 50% of expenses for staff time and mileage to the five events listed above. The remaining 50% is provided by other funders including the Washington State Department of Ecology and the Washington State Conservation Commission.

Item	Cost per unit	# Units	Total
Staff time	\$30.00	32 hours	\$ 960.00
Mileage	\$0.56	98 miles	\$ 54.88
Equipment and Supplies	\$500*	1	\$ 485.00
Total request amount			\$ 1,499.88

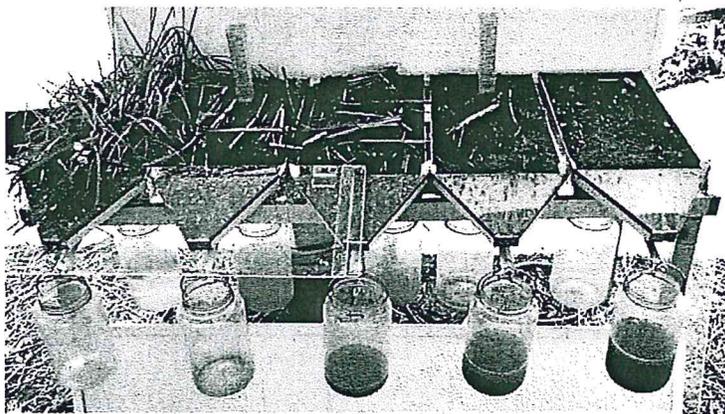
* We have received estimates from two local metal fabrication companies. \$385 is the cost to build the demonstration table, with \$100 to purchase associated supplies to complete the demonstration.

Appendix I: Erosion demonstration

a.



b.



Demonstration would look similar to b., we will construct a table using three boxes instead of the five shown above.