

University of Idaho | PO BOX 443301 Moscow, ID 83844-3301 208.885.6429 pbac@uidaho.edu | uidaho.edu/pbac

June 18th, 2020 Meeting Minutes

Moscow, Best Western Plus University Inn, Washington Room (Zoom meeting), 2 PM

Attendance

X: In-person attendance

V: Video conference attendance

	UI: Alan Kolok,	٧	WSU: Jeff Lannigan,
	IWRRI, Director		Facilities Services
Х	UI: Eugene Gussenhoven,		WSU: Jason Sampson,
	Utilities & Engineering Director		Assistant Director, Environmental Services
Х	Moscow: Tyler Palmer,	/	Pullman: Cara Haley,
	Deputy Director Operations		City Engineer
	Moscow: Anne Zabala,	/	Pullman: Kevin Gardes,
	City Council Member		Director of Public Works
Х	Moscow: Mike Parker		Pullman: Eileen Macoll,
	Water Utility Manager		City Council Member
Х	Latah County: Paul Kimmell (Chair),	٧	Whitman County: Mark Storey,
	Citizen/County Representative		Public Works Director/County Engineer
٧	Latah County: Tom Lamar,	V	Whitman County: Art Swannack,
	County Commissioner		County Commissioner

Visitors and Others:

Douglas Jones (V), IDWR; Chris Beard (V), Washington Department of Ecology; Robin Nimmer (V), Alta Science and Engineering; Tom Jenkins (V), Alta Science and Engineering; Kyle Duckett (V), Alta Science and Engineering, Gene Elliot, Community Member; Colt Shelton (V), JUB; Michael Echanove (V), Palouse resident; Kari Nichols (V), Mead & Hunt; Pam Titirinco, Pullman Resident; WDOE; Steve Robischon (V), PBAC; Korey Woodley (X), PBAC.

Action items indicated by: **

Action items where a vote is required indicated by: ***

Call to Order:

Paul Kimmell called the meeting to order at 2:00 PM. Kimmell conducted introductions.

1) Approval of May 21st, 2020 Meeting Minutes

Eugene Gussenhoven made a motion to approve May 21^{st} , 2020 meeting minutes as presented to the committee. The motion was second by Tyler Palmer. ***May 2020 meeting minutes were approved by consensus.

2) Public Comment for Items not on Agenda: Gene Elliot recommended having better notifications for the meetings in newspapers or alternatives to online notifications for people who don't have access to the internet.

3) Presentations/Discussion:

- RFP Update: Tyler Palmer reported that the RFP Review Subcommittee met to review the
 proposals submitted. Palmer reported that four proposals were submitted and reviewed by
 the subcommittee.
 - ***Action Item: RFP Subcommittee Contract agreement authorization: Palmer moved that the research entities vote to authorize the RFP Review Subcommittee to select and enter into negotiations up to \$150,000 USD with a selected firm and award said contract on behalf of PBAC. Eugene Gussenhoven seconded the motion. The motion passed by consensus.
- **LEAP Update:** Korey Woodley reported that there were 12 more responses in the LEAP survey, totaling to 43 responses. Woodley hopes to have the final analysis done in July, but that the survey could continue to stay open even after the final report is produced.
- Action Item Groundwater Monitoring Cost Proposals: Korey Woodley shared the draft PBAC FY2020 Budget Report with detailed spending. Woodley reported on last years monitoring costs and shared the cost proposal for summer 2020 data collection from Alta Science and Engineering (see cost proposal attached below). Woodley as committee members to approve the \$4,000 dollars of discretionary spending in the proposal so that she could approve spending to do further data collection for researchers when needed or replace other dataloggers that may fail. ***Palmer moved that PBAC approve the proposal including the discretionary dollars totaling to \$15,726.63 from Alta Science and Engineering to conduct well data collection. The motion was second by Art Swannack. The motion passed by consensus.

4) Unfinished Business

- Subcommittee updates:
 - Research No updates.
 - Communications Paul Kimmell reported that they are in the process of identifying members to participate in the Stakeholder Engagement Group (SEG). He hopes to have a list compiled in July.
 - Budget Committee Eugene Gussenhoven said that we will review the budget report when Woodley shares the current budget.

5) Budget - Korey Woodley:

- **Budget Report:** Woodley presented the budget as of June 18th, 2020.
- **FY2021 Proposed Assessment:** Woodley shared a PowerPoint Presentation detailing spending and entity contributions from FY2020. Woodley proposed that PBAC request the same contributions as were requested for FY2020.
 - Action Item: FY2021 Proposed Assessment: Woodley proposed requesting the current level of contributions for the FY2021 assessment. ***Gussenhoven moved that PBAC issue FY2021 invoices at the same level as last year and maintain the current level of assessment. The motion was second by Tom Lamar. The motion passed by consensus.
 - Action Item: FY2021 Election: Palmer suggested maintaining the current chairpersons for the 2021 fiscal year due to the transitions with hiring on a new consultant team and the limitations in training new leadership due to COVID-19. Mark Storey suggested that the committee consider electing a different vice-chairman due to his difficult schedule and availabilities. Jeff Lannigan volunteered to serve as vice-chairman. ***Tyler Palmer made a motion to nominate Jeff Langman as vice-chairman for FY2021 and maintain the current chairman, Paul Kimmell, as chairman for FY2021. The motion was seconded by Mark Storey. The motion passed by consensus.

6) Other Reports and Announcements as Time Allows -

- Committee members discussed the process for water right application review and PBAC's role in reviewing water rights. Palmer suggested that the research committee could review this water right application as well as future applications. ***Palmer made a motion to task the Research Subcommittee to draft a paragraph describing potential impacts on the palouse water alternatives that the presented water right claims could have. Jeff Lannigan seconded the motion. Art Swannack opposed. Motion passed by majority.
- Paul Kimmell announced that the water summit is planned for October 22nd.
- Next PBAC Meeting Thursday, July 16th, 2020, 2:00 PM, Location TBD
- 7) Adjourn at 3:45 PM

Korey Woodley, PBAC Executive Manager

ADDENDUM TO PALOUSE BASIN AQUIFER COMMITTEE INTERAGENCY AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO, CITY OF PULLMAN, WASHINGTON, UNIVERSITY OF IDAHO AND WASHINGTON STATE UNIVERSITY RELATING TO ADDITIONAL FUNDING CONTRIBUTIONS FOR SPECIFIC RESEARCH PROJECTS

WHEREAS, Section V.C.4 of the Palouse Basin Aquifer Committee Interagency Agreement (PBAC Agreement) provides: "Additional funding may be provided for any specific project according to the interests and benefits of each participating PARTY. Said funding shall be approved by each PARTY participating in said project;" and,

WHEREAS, the City of Pullman, City of Moscow, Washington State University, and University of Idaho desire to contribute annually additional funds for specific research projects relating to the Palouse Basin Aquifer; and,

WHEREAS, it is in the best interests of the four parties to this Addendum to determine the specific research projects for which these additional contributions shall be utilized.

Now, therefore, the City of Pullman, City of Moscow, Washington State University, and University of Idaho agree:

1. To contribute an additional sum of \$20,000 per year to PBAC,

Dated this

2. That these additional contributions may be expended by PBAC on a specific project or projects only as approved by a unanimous vote of the PBAC members representing the City of Pullman, City of Moscow, Washington State University, and University of Idaho. Non-contributing PBAC members are not entitled to vote on the expenditure of these additional contributions.

IN WITNESS-THEREOF, the undersigned parties to this ADDENDUM affirm that they have been granted the authority to sign this document on behalf of their respective entities. CITY OF MOSCOW INCORPORATE Name: Glenn A. Johnson Title: Mayor Title: Mayor **JULY 12** Date: June 20 2007 Date: 1887 Attest: Finance Director WASHINGTON STATE UNIVERSITY UNIVERSIT Name Gregory P. Royer Title: Title: V P Business Affairs Date: Washington State University Date: Attest Attest:

ADDENDUM TO PALOUSE BASIN AQUIFER COMMITTEE INTERAGENCY AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO, CITY OF PULLMAN, WASHINGTON, UNIVERSITY OF IDAHO AND WASHINGTON STATE UNIVERSITY RELATING TO ADDITIONAL FUNDING CONTRIBUTIONS FOR SPECIFIC RESEARCH PROJECTS

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C#15094

PALOUSE BASIN AQUIFER COMMITTEE INTERAGENCY AGREEMENT

I. <u>PARTIES</u>

DEC 04 2008

This agreement (AGREEMENT) is entered into between the city of Pullman, a municipal corporation of the state of Washington (PULLMAN); the city of Moscow, a municipal corporation of the state of Idaho (MOSCOW); Whitman County, a municipal corporation of the state of Washington (WHITMAN); Latah County, a political subdivision of the state of Idaho (LATAH); the University of Idaho, an institution of higher education of the state of Idaho (UI); Washington State University, an institution of higher education of the state of Washington (WSU); and the city of Colfax, a municipal corporation of the state of Washington (COLFAX). In this AGREEMENT, all the above entities are referred to as PARTY or jointly as the PARTIES. Additional governmental entities may be included in this AGREEMENT by addendum executed by all PARTIES existing at that time and the proposed additional PARTY.

II. <u>AUTHORITY AND GOVERNANCE</u>

The PARTIES are authorized to enter into and carry out this AGREEMENT pursuant to the provisions of Idaho Code and Article IX, Section 10 Idaho Constitution, and Chapter 39.34 of the Revised Code of Washington.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules; and
- b. provisions of the agreement, including materials incorporated by reference.

III. <u>PURPOSE</u>

The common water supply serving the western portion of Latah County, Idaho in the general vicinity of MOSCOW, and the eastern portion of Whitman County, Washington in the general vicinity of PULLMAN (referred to herein as the Palouse Basin Aquifer), is an important regional concern and maintaining and conserving that resource is of critical importance to each PARTY to this Agreement. The PARTIES deem it to be in the public interest to work jointly and cooperatively on water resource problems and issues, while maintaining a consideration of the benefits of growth activity and economic development.

IV. ADMINISTRATION OF AGREEMENT AND COMMITTEE

- A. Establishment of Committee: In order to carry out the purpose of this AGREEMENT, the PARTIES hereby establish a committee to be known as the Palouse Basin Aquifer Committee (PBAC).
- B. Membership: PBAC shall consist of a maximum of two (2) members representing each of the PARTIES. Each member shall serve at the pleasure of the PARTY that appoints that member. It is preferred that each PARTY have one (1) member with a technical background and another member who is in an administrative/leadership position with that PARTY.

C. Duties of PBAC: PBAC shall:

- 1. Coordinate planning to assure a long-range supply of water to the PARTIES.
- 2. Maintain and continue to update and expand the databases developed through previous studies and data acquisition efforts.
- 3. Encourage conservation to promote the life of the Palouse Basin Aquifer.
- 4. Investigate supplemental and/or alternate sources of water.
- 5. Educate and advise the PARTIES on the quantity and quality of the public water supply within the Palouse Basin Aquifer.
- 6. Act as liaison between the PARTIES on water resource concerns.
- 7. Promote communication between the PARTIES, the Washington Department of Ecology, and the Idaho Department of Water Resources.
- 8. Perform such other duties or functions as may be agreed to by the PARTIES in writing and made an addendum to this Agreement.

D. Powers: PBAC shall have the power to:

- 1. Collect and disseminate statistics and other information.
- 2. Allocate expenditures of funds contributed by the PARTIES.
- 3. Designate one of the PARTIES as a depository for funds and for the administration of those funds.

- 4. Request that the PARTY designated pursuant to Section IV.D.3. employ an individual to work on PBAC matters. Such personnel shall serve at the pleasure of and under the control of the employing PARTY and PBAC. Such personnel shall be subject to a Work Plan, approved by the employing PARTY and PBAC, which shall include the requirement of regular written progress reports to PBAC and which shall contain measurable criteria upon which job performance may be assessed. The complete salary, benefits, and necessary support, including office supplies and equipment, for any and all such personnel shall be paid by PBAC with the funds deposited pursuant to Section IV.D.3.
- 5. PBAC may enter into legal and financial agreements, such as for research projects, and may purchase and hold personal property, if it is within the financial resources available to PBAC. If real property or an interest therein is to be acquired to support or facilitate a PBAC function or activity, the PARTIES shall determine how said real property or interest therein shall be acquired, held, and ultimately disposed. It is the intent of PBAC that an individual PARTY or combination of PARTIES shall hold said property or property interest. PBAC, per se, shall not hold real property.
- 6. Apply for and administer grants.
- 7. Work with the PARTIES in educating the public.
- E. Meetings, Officers, and Voting:
 - 1. PBAC shall hold meetings as set forth in its Bylaws.
 - 2. PBAC shall elect officers as set forth in its Bylaws.
 - 3. Voting shall be by members or alternates as set forth in the Bylaws.
- F. Annual Report: PBAC shall publish a report of its activities on an annual basis.
- G. Bylaws: PBAC may adopt, amend, or repeal Bylaws, in whole or in part, which are consistent with the terms and conditions of this AGREEMENT, by a majority vote at any regular or special meeting of PBAC. A majority vote for the purposes of adopting, amending, or repealing the Bylaws means a majority of all members of PBAC with then-existing voting rights as detailed in Section V.D. and not merely a majority of a quorum as defined in the Bylaws.

V. FINANCING

- A. Budget: Annually, PBAC shall establish a budget for the ensuing fiscal year (July 1st through June 30th of the following year), which budget shall be established in sufficient time to allow each PARTY to budget its contribution for the year. Any such approved budget shall not be exceeded without the express approval of PBAC.
- B. PARTY Contributions: Contributions are due July 1st of the fiscal year and are past due on February 1st of the same fiscal year.
- C. Funding: The funding contributions for administration and projects shall be as follows:
 - 1. UI, WSU, MOSCOW, and PULLMAN shall each, as its contribution, pay \$8000 annually toward the operating budget of PBAC. For this contribution, said PARTIES shall each have two (2) voting members pursuant to Section IV.B.
 - 2. LATAH, WHITMAN, and COLFAX and any subsequently admitted PARTY shall each, as its contribution, pay \$2000 annually toward the operating budget of PBAC. For this contribution, said PARTIES shall each have one (1) voting member pursuant to Section IV.B. Any said PARTY that increases its contribution to \$8,000 shall have said voting membership increased to two (2) for the related fiscal year.
 - 3. The amounts established in Sections V.C.1 and V.C.2 may only be raised or lowered by a two-thirds (2/3) majority vote of all members with then-existing voting rights as detailed in Section V.D.
 - 4. Additional funding may be provided for any specific project according to the interests and benefits of each participating PARTY. Said funding shall be approved by each PARTY participating in said project.
- D. Voting Rights: Any PARTY past due in the payment of its contribution for the operating budget of PBAC, pursuant to Sections V.B., V.C.1, and V.C.2, shall be encouraged to continue participating in PBAC but shall lose voting rights, until such time as that PARTY pays said contribution for the current fiscal year. Payment of said contribution for previous fiscal years is not required as a condition of reestablishing voting rights. Loss of voting rights as provided herein shall be the sole consequence of a PARTY'S delinquency in or failure to pay its contribution for any fiscal year.

- E. Dissolution and Disbursement of Funds and Property:
 - 1. Any PARTY may automatically withdraw from PBAC by submitting to the remaining PARTIES a written statement setting forth its intent to withdraw at least sixty (60) days prior to the effective date of its withdrawal. If a PARTY withdraws, it shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of its withdrawal.

A withdrawing PARTY retains the right to share in the distribution of assets should PBAC be dissolved during the same fiscal year as the PARTY withdrew. A withdrawing PARTY waives any claim to receive a pro-rata share of surplus funds or distribution of personal property if PBAC is dissolved in a subsequent fiscal year.

- 2. PBAC shall be dissolved through a written agreement approved by a majority of the PARTIES or through the withdrawal of PARTIES to the extent that only three (3) PARTIES remain. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 3. Any surplus funds remaining at the time of dissolution shall be distributed to the PARTIES in proportion to the amount of money each PARTY contributed to the PBAC budget during the current fiscal year.
- 4. Any personal property remaining at the time of dissolution shall be equitably distributed among the PARTIES or, at the discretion of the PARTIES with then-existing voting rights, surplused with the proceeds distributed pursuant to Section V.E.3. Ownership of real property or property interest vested in a PARTY or PARTIES at the time of dissolution shall continue to be held by said PARTY or PARTIES.

VI. RECORDS MAINTENANCE

PBAC shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the activities described herein. These records shall be subject to inspection, review or audit by personnel of all PARTIES, other personnel duly authorized by either party, Washington State's Office of the State Auditor, and other state and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and Washington State's Office of the State Auditor, other state and federal auditors authorized by law, and any persons duly authorized by the PARTIES shall have full access to and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one PARTY to this agreement to another PARTY, will remain the property of the furnishing PARTY, unless otherwise agreed. The receiving PARTY will not disclose or make available this material to any third parties without first giving notice to the furnishing PARTY and giving it a reasonable opportunity to respond, which shall be deemed to be five (5) working days from actual notice. Each PARTY will utilize reasonable security procedures and protections to assure that records and documents provided by the other PARTY are not erroneously disclosed to third parties. However, nothing herein shall affect the disclosure or availability of records or other information pursuant to the applicable provisions of the Washington and/or Idaho public records laws.

VII. RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PBAC. Each PARTY shall have the right to use such data. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs within licensing limitations, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

VIII. <u>LIABILITY</u>

Each PARTY to this AGREEMENT shall be responsible for its own acts and the acts of its officers, employees and agents. No PARTY to this AGREEMENT shall be responsible for the acts of others. For the purpose of this AGREEMENT, the officers, employees, or agents of each PARTY who are engaged in the performance of activities under this AGREEMENT will continue to be officers, employees, or agents of that PARTY and shall not be considered for any purpose to be officers, employees, or agents of any other PARTY. Each PARTY agrees to indemnify any other PARTY for any liability resulting from the actions of itself or its employees.

IX. <u>DISPUTE RESOLUTION</u>

In the event that a dispute arises under this AGREEMENT, it shall be resolved in the following manner: Each PARTY to this AGREEMENT shall appoint a member to resolve the dispute. If necessary, the members so appointed shall jointly appoint an additional member to resolve the dispute so that at all times there shall be an uneven number of dispute resolvers. The dispute resolvers shall determine the process to use, evaluate the facts and contract terms, review applicable statutes, regulations and rules, and resolve/decide the dispute. The determination of the dispute resolvers shall be final and binding on the PARTIES. There shall be no cost to the PARTIES for this service. The PARTIES may enforce the decision, if necessary, in an applicable state court.

X. <u>EFFECTIVE DATE AND DURATION</u>

- A. Effective Date: This AGREEMENT shall be effective when the last signatory approves or ratifies and executes this AGREEMENT.
- B. Filing: Copies of this AGREEMENT shall be filed with the Pullman City Clerk, Whitman County Auditor, the Secretary of State of the state of Washington, the Moscow City Clerk, the Latah County Auditor, the Secretary of State of the state of Idaho, and the Colfax City Clerk prior to its entry into force.
- C. Duration: This AGREEMENT shall have a term of twenty (20) years from and after the effective date, unless PBAC is sooner dissolved as set forth in Section V.E.2.

XI. ASSIGNMENT

The activities to be provided under this Agreement, and any claim arising hereunder, are not assignable or delegable by any PARTY in whole or in part, without the express prior written consent of all other PARTIES, which consent shall not be unreasonably withheld.

XII. WAIVER

A failure by a PARTY to exercise its rights under this agreement shall not preclude that PARTY from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the PARTY and attached to the original Agreement.

XIII. NOTICES

All notices, demands, requests, or other communications required to be given or sent to the PARTIES under this Agreement will be in writing and will be mailed by first-class mail, postage prepaid, addressed as noted below, or transmitted by hand delivery, facsimile, or internet e-mail:

CITY OF PULLMAN

Attn: Public Works Director 325 SE Paradise Street Pullman, WA 99163

CITY OF MOSCOW

Attn: Public Works Director/City Engineer P.O. Box 9203
Moscow, ID 83843

WHITMAN COUNTY

Board of County Commissioners Whitman County 404 North Main Colfax, WA 99111

UNIVERSITY OF IDAHO

Assistant Director, Utilities & Engineering Facilities 875 Perimeter Drive University of Idaho Moscow, ID 83844-2281

CITY OF COLFAX

Attn: City Administrator P.O. Box 229 Colfax, WA 99111

LATAH COUNTY

Board of County Commissioners P.O. Box 8068 Moscow, ID 83843

WASHINGTON STATE UNIVERSITY

Attn: Assistant Director; Architectural, Engineering, and Construction Services Facilities Operations
P.O. Box 641150
Pullman, WA 99164-1150

Each PARTY may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile or internet e-mail transmission.

XIV. AMENDMENTS, SEVERABILITY, AND COMPLETE AGREEMENT

- A. This AGREEMENT may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.
- B. If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.
- C. This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto.

XV. SIGNATURES

IN WITNESS WHEREOF, the undersigned parties to this AGREEMENT affirm that they have been granted the authority to sign this document on behalf of their respective entities.

	•
CITY OF PULLMAN	CITY OF MOSCOW
Mthell Dolandle	Manel XI- Comp
Name: Mitchell D. Chandler	Name: Masshall It. Coms Took
Title: Mayor	Fitle:
Date: June 19, 2003	Date: storles
Attest: My Win	Attest: Typranie Galax
WHITMAN COUNTY	LATAH COUNTY
G. By FORCE	Church Ammul
Name At the	Name: PAUL J. KIMMELL
Title: Charmen Bock	Title: BOCC CHAIRMAN
Grea Partch	De Die
Name: This Nantel	Name: TOM S STROSCHEIN
Title: Commissioner	Title: COMMISSIONER
	A / / /
Les Wigen	John a Melias
Name: Ses When	Name: ODHN A NELSON
Title:	Title: COMMISSIONER
Date: 5-12-03	Date: 5-19-03
Attest: Maribel Becker	Attest: Buchel & Bansey deputy oler k
UNIVERSITY OF IDAHO	WASHINGTON STATE UNIVERSITY
Sun EAlling	Makny
Name: Laura E. Hubbard	Name: Gregory P. Royer
Title: VP Finance & Admin.	Title: VP for Business Affairs Washington State University
Date: University of Idaho	Date: 5/21/0.3
Attest Tamara Christ	Attest: Sudith Kunfey
CITY OF COLFAX	
Fraily Adams do Normal	eder
Name: And Cldani ma	çon
Title: Tity Administrator	
Date: 6/ 23/03	
Attest: Can Communication	
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PBAC Interagency Agreement

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BYLAWS of the PALOUSE BASIN AQUIFER COMMITTEE

ARTICLE I Name

A. The name of this association shall be Palouse Basin Aquifer Committee (PBAC)

ARTICLE II Membership

- A. PBAC shall consist of up to two members from each PARTY as defined and detailed in the Palouse Basin Aquifer Committee Interagency Agreement (Agreement).
- B. Each member shall be appointed by and serve at the pleasure of the respective PARTY.
- C. Members may appoint an alternate to serve on their behalf.

ARTICLE III Officers and Voting

- A. A voting member is a member with voting rights as determined by the status of the member's PARTY'S dues being current, as further detailed in the Agreement.
- B. One member shall serve as Chairperson, one member shall serve as Vice Chairperson. An Executive Secretary may be selected and appointed by a majority vote of voting members at a regular meeting.
- C. Each member shall have one (1) vote. Members, or their designated alternate, must be in attendance to vote. A simple majority vote, except as specifically provided elsewhere in these Bylaws and the Agreement, is required for a motion to pass. In the event of a tie vote, the motion shall fail.
- D. The term of officers shall be from July 1 through June 30.
- E. A quorum necessary to elect officers or transact business, except as specifically provided elsewhere in these Bylaws and the Agreement, shall be constituted when a majority of all PARTIES with at least one voting member is represented by at least one member at a meeting.

ARTICLE IV Meetings and Elections

- A. PBAC shall hold one regular meeting per month on a day approved by majority vote of a quorum. Special meetings may be called when determined necessary by the Chairperson. A special meeting requires that a specific agenda be prepared and properly noticed. Meetings may be cancelled when determined appropriate by the Chairperson.
- B. Officers shall be elected each year at the regular June meeting.
- C. The budget year for PBAC shall be from July 1 through June 30.
- D. All meetings shall be conducted in accordance with the current edition of Robert's Rules of Order, including keeping minutes of all meetings.
- E. All meetings of PBAC shall be open to the public in accordance with the provisions of the Washington Open Meetings Act (Chapter 42.30 RCW) and Section 67-2341 Idaho Code as those provisions now exist or may be hereafter amended.

ARTICLE V Special Committees

A. Special committees may be created from time to time as the need arises to carry out a specified task. The creation and purpose of a special committee shall be established by a majority vote of all voting members. A special committee may similarly be disbanded by majority vote of all voting members.

ARTICLE VI Agreements

A. Contracts, agreements, and other documents approved by PBAC as detailed herein shall be executed by the Chairperson on behalf of PBAC. In the Chairperson's absence, PBAC may authorize the Vice Chairperson or the Executive Secretary to execute such contracts, agreements, or other documents.

ARTICLE VII Amendments

A. These Bylaws may be amended or repealed, in whole or in part, by a majority vote of all voting members.

ADOPTED by a majority	of all members of PBAC this, 2005.	day of
Chairperson		
ATTEST:		
Executive Secretary		



University of Idaho | PO BOX 443301 Moscow, ID 83844-3301 208.885.6429 pbac@uidaho.edu | uidaho.edu/pbac

Past PBAC Chairpersons:

Year (PBAC FY)	Chairperson	Vice-Chairperson
2018-2019 (FY19)	Dan Costello (Pullman)	Paul Kimmell (Latah)
2017-2018 (FY18)	Tyler Palmer (Moscow)	Dan Costello (Pullman)
2016-2017 (FY17)	Kevin Gardes (Pullman)	Tyler Palmer (Moscow)
2015-2016 (FY16)	Paul Kimmell (Latah)	Kevin Gardes (Pullman)
2014-2015 (FY15)	Greg Streva (WSU)	Paul Kimmell (Latah)
2013-2014 (FY14)	Michael Holthaus (UI)	Carl Thompson (Colfax) Greg
		Streva (WSU)
2012-2013 (FY13)	Steve Potratz (WSU)	Joe Kline (UI) (Michael
		Holthaus (UI)
2011-2012 (FY12)	Tom Scallorn (Moscow)	Steve Potratz (WSU)
2010-2011 (FY11)	Mike Leonas (WSU)	Tom Scallorn (Moscow)
2009-2010 (FY10)	Paul Kimmell (Latah)	Mike Leonas (WSU)
2008-2009 (FY09)	Mark Workman (Pullman)	Paul Kimmell (Latah)
2007-2008 (FY09)	Michael Holthaus (IU)	Mark Workman (Pullman)

PALOUSE BASIN AQUIFER committee

Korey Woodley
PBAC Assessment

Estimated Balances

Estimated PBAC budget balances as of May 21st, 2020

725PAD Administrative Account = \$140,104.88 725PRS Research Account = \$414,548.19 (\$352,401.19 remaining after committed funds distributed)

Outgoing Research:

Anchor QEA: \$70,627 (\$60,500 distributed)

Jeff Langman recharge project: \$62,147

ALL FY20 Funds received:

Pullman: research and administrative \$47,000

Moscow: research and administrative \$47,000

WSU: research and administrative \$47,000

UI: Administrative \$27,000

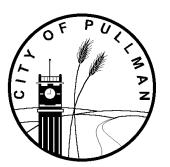
Whitman County: \$6,750

Latah County: \$6,750

City of Palouse: \$1,500 pending disbursement

FY20 Assessment

Entity	Ops/Admin	Research	Total
Pullman	\$27,000	\$20,000	\$47,000
Moscow	\$27,000	\$20,000	\$47,000
Whitman County	\$6,750		\$6,750
Latah County	\$6,750		\$6,750
Washington State University	\$27,000	\$20,000	\$47,000
University of Idaho	\$27,000		\$27,000
City of Palouse	\$1,500		\$1,500
Total	\$123,000	\$60,000	\$183,000

















FY19 Admin Spending

FY19 Salary Spending		
Description	Cost	
Technical Advisor, Steve Robischon salary - (.50 FTE)	\$ 29,442	
Executive PBAC Manager, Korey Woodley salary - \$49,892 (.75 FTE)	\$ 47,892	
Fringe benefits at 33.1% - For Manager	\$ 25,625	
Total cost estimated Salary Cost	\$ 102,959	
Proposed FY20 Salary Spending		
Description	Cost	
Technical Advisor, Steve Robischon salary - (NTE 850 hours)	\$ 24,463	
Executive PBAC Manager, Korey Woodley salary - \$49,892 (.75 FTE)	\$ 49,140	
Fringe benefits at 8.4% - For Technical Advisor	\$ 2,055	
Fringe benefits at 40.5% - For Manager	\$ 19,102	
Total cost estimated Salary Cost	\$ 94,760	

FY22 Projected Spending

Entity	Ops/Admin
Pullman	\$27,000
Moscow	\$27,000
Whitman County	\$6,750
Latah County	\$6,750
Washington State	\$27,000
University	
University of Idaho	\$27,000
City of Palouse	\$1,500
Total	\$123,000

Category	Cost
Salaries and	\$95,519
Benefits	
Well Monitoring	\$17,181.46
and Data loggers	
Events	\$4,670.30
LEAP Analysis	\$13,392.50
Printing and	\$3,638.39
Advertising	
Office supplies and	\$946.26
software	
Total	\$135,348.45

FY22 Projected Spending

Entity	Ops/Admin
Pullman	\$27,000
Moscow	\$27,000
Whitman County	\$6,750
Latah County	\$6,750
Washington State	\$27,000
University	
University of Idaho	\$27,000
City of Palouse	\$1,500
Total	\$123,000

Category	Cost	
Salaries and	\$95,519	
Benefits		
Well Monitoring	\$17,181.46	
and Data loggers		
Events	\$4,670.30	
LEAP Analysis	\$13,392.50	
Printing and	\$3,638.39	
Advertising		
Office supplies and	\$946.26	
software		
Total	\$135,348.45	=\$121,848.45

Research Projects

Fiscal Year	Project	Cost
2016	PBAC Water Supply Alternatives Study	\$50,000 (PBAC) \$100,000 (IWRB)
2017	Geologic Map Updates and New Work for the Palouse Basin, Pam Dunlap and John Bush	\$39,000
2017	Geochemical Tracers for Improving the Palouse Basin Recharge Model and Understanding Travel Time in Columbia River Basalt Group Aquifers: Jeff Langman, University of Idaho	\$35,713
2018	PBAC Water Supply Alternatives Study: next steps, collecting data, reviewing water rights, outreach support, etc.	\$63,447
2019	PBAC Water Supply Alternatives Study: next steps, property, water source review, water right acquisition, etc.	\$71,000
2019	WRC Modeling Project: Washington State University	\$141,000
2019	Tracking Aquifer Recharge using Isotope Signals and Perturbations in the Ambient Seismic Field of the Palouse Range Recharge Zone: Jeff Langman, University of Idaho	\$62,147
2020/2021	Request for Project Management: Palouse Water Alternatives project	\$50,000-\$150,000 Estimated

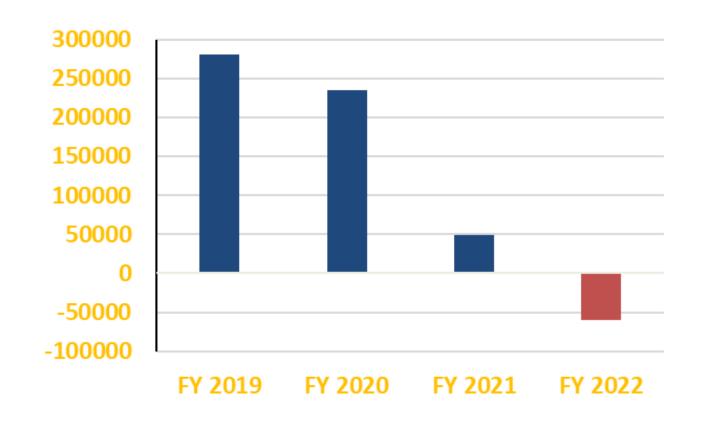
Expenditures FY20

Category	Cost
North Fork Data	\$5,048.00
Geologic Cross Section	\$3,192.12
Other Project Costs	
Palouse Water Alternatives	\$60,453.13
UI Tracing Project	\$62,147.00
Total	\$130,840.25

FY 19 Research

Activity	PFY 2019	PFY 2020	PFY 2021	PFY 2022
Data Gaps – part 2	35,000	35,627		
Other Data Gaps			50,000	50,000
Additional Engineering Evaluations			75,000	75,000
Environmental Review		75,000+	125,000+	50,000+
Communications and Public Involvement	15,000	15,000	15,000	15,000
Subtotals	\$50,000	\$125,627+	\$265,000+	\$190,000+

Research Spending Projections







PROFESSIONAL SERVICES AGREEMENT Contract No. A20-018 Project No. 20061

Alta Science and Engineering, Inc. 220 East 5th Street, Suite 325 Moscow, ID 83843 (208) 882-7858

Contracting Contact: Derek Forseth, CEO

Project Manager: Thomas Jenkins

Client:

Palouse Basin Aquifer Committee 875 Perimeter Drive MS 3301 Moscow, ID 83843 (208)885-6429

Client Contact: Korey Woodley

THIS PROFESSIONAL SERVICES AGREEMENT, (hereinafter call Agreement), is entered into by and between Alta Science and Engineering, Inc., (hereinafter called Alta) and Palouse Basin Aquifer Committee, (hereinafter called the Client).

1. SCOPE OF WORK

- A. Project Address: Moscow, Idaho
- B. Project Scope
 - B.1 Alta will provide services as outlined in Attachment B.
 - B.2 Alta's services under the Project Scope will be considered complete on the date when the final copies of the project documents have been delivered to the Client.
- For Basic Services Having a Determined Scope – Standard Hourly Rates Method of Payment.

2. PAYMENT

Client shall pay Alta for Basic Services that are specifically associated with the delineated scope of work contained in paragraph B.1 an amount equal to the cumulative hours charged to the Project by each of Alta's employees times the Standard Hourly Rate for each applicable employee for all Basic Services performed on the Project, plus Reimbursable Expenses, for an amount not-toexceed \$11,726.63, with the ability to increase to \$15,726.63 with client approval as per Attachment B. The Standard Hourly Rates are provided in Attachment A - FEE SCHEDULE. Changes in the scope of work must be mutually agreed to by the Client and Alta, and incorporated as written amendments to this Agreement to be effective.

Date Issued: June 15, 2020

3. TERMS OF PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. A late payment charge at the maximum legal rate or 18% per annum, whichever amount is greater, will be payable on any amount not paid within 30 days of invoice date, payment thereafter to be applied first to accrued late payment charges and then to the principal unpaid amount. Alta may, at its option, withhold delivery of reports and any other data pending receipt of payment for all services rendered.

Payments shall be submitted to: Alta Science and Engineering, Inc. 220 East 5th Street, Suite 325 Moscow, ID 83843

Attention: Accounts Receivable

4. WARRANTY

Alta provides services in accordance with generally accepted professional practices in its field of specialty. No other warranty or representation, either express or implied, is included or intended as part of its services, proposals, agreements, or reports.

5. SCOPE AND EXECUTION OF SERVICES

Alta will diligently proceed with the agreed scope of services, as shown in Section 1, and will provide such services in a timely manner. However, the time required for completion of services may vary due to conditions unknown to or beyond the control of Alta. Alta makes no warranties regarding the time of completion of its duties under this Agreement, and will not be responsible for any damages, consequential or otherwise, caused by delay in the completion of its services. Alta shall not be considered in default in performance of its obligations where performance of any obligation is prevented or delayed by any cause which is beyond its reasonable control.

In the event that the Client requests termination of services prior to completion, Alta reserves the right to complete such analysis and records as may be necessary to place its files in order and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date of termination. A termination charge of up to 30 percent of charges incurred to date of notice of termination by the Client may be made at the discretion of Alta.

6. SAMPLES

If applicable, Alta will provide temporary storage of soil, rock, water, and other samples needed for analysis for up to 60 days; any asbestos samples will be retained for 14 days. Client will remain responsible for long-term storage (if needed) and disposal of its samples.

7. RIGHT OF ENTRY

Client will furnish right of entry for Alta to make borings or excavate test pits, take samples, and/or perform necessary work within the boundaries of the work area. Alta will operate with reasonable care to minimize damage to property; however, some damage is frequently unavoidable and the cost of repair or remedy of such damage is not included in Alta's fee unless otherwise stated.

8. SUBSURFACE OBSTRUCTIONS

If applicable, Client shall be responsible for designating the location of all utility lines and other subsurface obstructions within the boundaries of the work area. Alta may assist Client in obtaining locator services to help Client in making such identification. Client will indemnify and hold Alta harmless against any damages, loss, or liability arising out of or connected with the accuracy or inaccuracy of underground obstructions identification, excepting that which arises from the active negligence of Alta. In every instance Client will remain responsible for the identification of underground obstructions.

9. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Client agrees to limit the liability of Alta, its officers, shareholders and employees, for any acts, errors or omissions or breaches of contract to the amount of Alta's fee. In no event shall Alta be liable for any indirect, special or consequential loss or damage, and Client shall indemnify and hold Alta harmless against any such loss or damage or liability. Failure of Client to give written notice to Alta of any such claim of negligent act, error or omission within one (1) year after completion of the service to be performed hereunder shall constitute a waiver of said claim by Client.

10. INDEMNIFICATION

Each party hereto shall indemnify and hold harmless the other, the other's officers, directors, shareholders, managers, members, employees and agents, from and against those liabilities, damages, costs, expenses, suits, and causes of action, including reasonable attorney's fees and defense costs, that a party is obligated to pay as a result of death or bodily injury to any person or destruction and damage to any property, arising out of third party claims brought against one party to this Agreement, to the extent caused by the willful misconduct, negligence, error or omission of the other party to this Agreement, or anyone for whom such other party is legally responsible, with respect to such party's duties, obligations and professional services under this Agreement.

11. JOB SITE

Where the scope of services calls for construction related activities, Client agrees that the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of persons and property. Client further agrees to defend, indemnify and hold Alta harmless from any and all liability in connection with the performance of construction-related services on this project, excepting liability arising directly from the sole professional negligence of Alta.

12. NO THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries of this agreement between Client and Alta and no third party shall be entitled to rely upon any work performed or reports prepared by Alta hereunder for any purpose whatsoever. Client shall indemnify and hold Alta harmless against any liability to any third party for any loss, expenses, or damages arising out of or in connection with reliance by any such third party on any work performed or reports issued by Alta hereunder.

13. DISPUTES

Any controversy, claim, or dispute shall be construed and enforced in accordance with the laws of the state from which Alta's services are procured. In any legal or arbitration proceedings

brought by either party to enforce or interpret any of the terms or conditions of this Agreement, including the collection of any payments due hereunder, the prevailing party shall be entitled to recover all reasonable costs incurred in defense of the claim, including staff time at current billing rates, court costs, attorney's fees, and other claim-related expenses.

14. OTHER

If Alta is requested to respond to any mandatory orders for the production of documents or witnesses on Client's behalf regarding work performed by Alta, Client agrees to pay all costs incurred by Alta not reimbursed by others in responding to such order, including staff time at current billing rates and reproduction expenses.

15. NON-DISCRIMINATION

Alta shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.

This Agreement and any attached documents shall be the entire Agreement and shall supersede any other agreements written or oral, between Client and Alta relating to such matters. In case of conflict or inconsistency between this Agreement and any other contract documents (excepting payment provisions), this Agreement shall control. If any provisions of the separate or combined documents is or becomes legally unenforceable, the document(s) shall remain in effect to the extent permitted by law. The terms and conditions of this document, taken as a whole, shall be null and void at Alta's option if Client has not signed and returned a copy of the entire Agreement to Alta within sixty (60) days of the date hereof.

latter of the dates of signature by Alta and Client.

Alta Science and Engineering, Inc.

By:

(Signature)

Name:

(Printed)

Title:

Title:

Date:

I (We) fully understand and agree to the terms presented above. This Agreement shall take effect upon execution by Alta and Client, and the effective date of this Agreement shall be the

Date:

ATTACHMENT A FEE SCHEDULE

Fee Schedule - Effective January 1, 2018

Direct Expenses

Supplies, equipment, and other project expenses incurred in the direct performance of authorized work is charge at unit rates.

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will be normally charge at a rate of cost plus 10%.

Personnel Labor

Job Classification	Billing Rate	Job Classification	Billing Rate
Intern I	45.00	Project Representative II	60.00
Administrative Support	35.00 - 75.00	Project Representative III	70.00
Project Administrator I - IV	65.00 - 95.00	Project Representative IV	80.00
Technical Review Specialist I	60.00	Scientist I	65.00
Technical Review Specialist II	70.00	Scientist II	80.00
Technical Review Specialist III	80.00	Scientist III	90.00
Environmental Tech I	47.00	Scientist IV	115.00
Environmental Tech II	55.00	Scientist V	120.00
Environmental Tech III	65.00	Sr. Scientist I	155.00
Technician I	50.00	Sr. Scientist II	200.00
Technician II	60.00	Health Scientist I	80.00
Technician III	70.00	Health Scientist II	90.00
Drafter I	55.00	Health Scientist III	110.00
Drafter II	65.00	Health Scientist IV	130.00
Drafter III	75.00	Engineer I	80.00
Database Specialist I	85.00	Engineer II	95.00
Database Specialist II	95.00	Engineer III	120.00
Database Specialist III	125.00	Engineer IV	140.00
GIS Specialist I	65.00	Engineer V	150.00
GIS Specialist II	75.00	Sr. Land Surveyor	130.00
GIS Specialist III	85.00	Sr. Hydrogeologist	140.00
GIS Specialist IV	95.00	Principal	165.00
GIS Administrator	125.00		

Attachment B



220 East Fifth Street, Suite 325 Moscow, Idaho 83843 Ph: (208) 882-7858; Fax: (208) 883-3785

MEMORANDUM

To: Korey Woodley, PBAC, Moscow, ID

From: Tom Jenkins, Alta Science & Engineering, Inc., Moscow, ID

Date: June 15, 2020

Job Code: 20061

Subject: Scope of Work – 2020 Datalogger Downloads

Alta Science & Engineering, Inc. (Alta) is pleased to provide a cost estimate and scope of work for conducting datalogger downloads from the well network (30 total wells) in the Palouse Aquifer Basin. This letter contains the scope of work associated to conducting downloads.

Task 1: Project Management

This task includes project management, discussions with PBAC's Executive Manager to transfer files and gather needed information, and landowner correspondence in preparation of the site visit and field data collection.

Task 2: Field Work

This task includes field preparation, mobilization, datalogger downloads, and field breakdown. The field crew will measure depth to water at each site where the datalogger is downloaded. They will use PBAC's e-tapes and datalogger downloading devices. In addition, this task includes the purchase and replacement of 5 dataloggers currently in need of replacement (Bond Well, SAS Creek, SAS Path, Shumway Well, and Pullman 5).

Task 3: Deliverables

Upon retrieval of data from the dataloggers, Alta will compile the data, review for errors, and deliver to PBAC along with a brief memo summarizing the field trip.

Cost

The attached cost estimate itemizes project expenditures associated with the proposed scope of services. Alta shall be reimbursed according to Time & Materials cost schedule for an amount not to exceed the following:

Cost Estimate: \$11,727.63

A further \$4,000.00 may be made available, with client written approval, to cover costs including but not limited to the replacement of dataloggers, additional depth-to-water measurements, additional datalogger downloads, and general well maintenance where determined appropriate or necessary.

Please let me know if you have any questions.

Sincerely,

Tom Jenkins,

Project Manager



Cost Proposal

Date: 06/15/20

Project: PBAC Datalogger Downloads 2020 Project Number: 20061

Client: Palouse Basin Aquifer Committee Project Manager: Thomas Jenkins

Client Contact: Korey Woodley

Moscow, ID 83844-3011

Description	Hours	Billing Rate	Contract Total
20061-10 Project Management			
Labor			
Project Administrator II	1.75	75.00	\$131.25
Sr. Hydrogeologist	1	140.00	\$140.00
Scientist II	10	80.00	\$800.00
		Labor total	\$1,071.25
	20061-10 Project Management total		\$1,071.25
20061-20 Field Work			
Labor			
Sr. Hydrogeologist	2	140.00	\$280.00
Scientist I	65	65.00	\$4,225.00
Scientist II	18	80.00	\$1,440.00
		Labor total	\$5,945.00
Expense			
Shipping & Delivery	1	165.00	\$165.00
Field Supplies - Dataloggers	5	599.24	\$2,996.20
Mileage	110	0.64	\$70.18
	Expense total		\$3,231.38
	20061-20 Field Work total		\$9,176.38
20061-30 Deliverables			
Labor			
Scientist II	2	80.00	\$160.00
Sr. Hydrogeologist	2	140.00	\$280.00
Scientist I	16	65.00	\$1,040.00
		Labor total	\$1,480.00
	20061-30 Deli	verables total	\$1,480.00

Total \$11,727.63



Cost Proposal

Date: 06/15/20

Project: PBAC Datalogger Downloads 2020 (pending) Project Number: 20061

Client: Palouse Basin Aquifer Committee Project Manager: Thomas Jenkins

Client Contact:

Client Address: Korey Woodley

Moscow, ID 83844-3011

Phone:

Project Address:

Description	Hours	Billing Rate	Contract Total
20061-40 Discretionary			
Labor			
Scientist II	50	80.00	\$4,000.00
		Labor total	\$4,000.00
20061-40 Discretionary total		\$4,000.00	
	Total		\$4,000.00