

Board of Directors Meeting

Held by Zoom

June 24, 2020

ATTENDANCE

Present via Zoom: Art Beal, Idaho Resource Conservation and Development Association, Jon Barrett, Idaho Rural Partnership: Kermit Mankiller, Nez Perce Tribal Enterprises, Tom Kealey, Idaho Department of Commerce; Erik Kingston, Idaho Housing and Finance Association; Marjorie Schmaehl, Idaho Development LLC; Harty Schmaehl, Idaho Development LLC; Melissa Hamilton, University of Idaho Extension [; Chanel Tewalt, Idaho Dept of Agriculture; Jerry Miller, Idaho Dept of Commerce; Kelley Packer, Association of Idaho Cities; Jess Byrne, Idaho Dept. of Environmental Quality; Shawn Oliverson, City of Preston; Jeff Marker, Idaho Transportation Department; Brian Dale, US Dept of Housing and Urban Development; Daryl Moser, USDA – Rural Development; Juta Guertsen, Idaho Commission on the Arts; Diane Bevan, Idaho Women's Business Center; Jeff McCurdy, Region IV Development Association; Barbara Petty, University of Idaho Extension; Paul Kimmell, Avista Corporation; Jim Werntz, US Environmental Protection Agency; Trent Clark, Customalting; Stephanie Cook, Idaho Falls; Jessica AcMoody, board chair for Partners for Rural America; Paul Costello, Treasurer of Partners for Rural America; Carleen Herring, U.S. Economic Development Administration; Brian Ness, Idaho Transportation Department; Will Jensen, Idaho National Laboratories; Donna Pence, Gooding; Shannon Madsen, U.S. Small Business Administration.

CALL TO ORDER, APPROVE MINUTES Art Beal CALLED THE METTING TO ORDER AT 9:00 A.M Mountain. Erik Kingston moved the minutes from December 11, 2019 be approved as written. Carleen Herring seconded the motion. By a voice vote, the motion was passed.

JON BARRETT'S CONTRACT

Motion to approve extension of Jon's contract to end of year on the same terms.

Erik Kingston moved to approve. Carleen Herring seconded the motion. By a voice vote, the motion passed.

Exec Director's Report

Summary of first 2 quarters provided as written update to all Board Members before meeting. Jon wanted to highlight:

- 1. Completed **written reports** for Phase II of Ashton Community Review and Phase II of McCammon Community Review.
- 2. Completed Voice of the Community Rural Health Project at end of last year with funding from Blue Cross of Idaho foundation completed on time and under budget. As funding left, we decided to continue on to a second phase which is about to start in **Pierce/Weippe community.**
- 3. In February we started **planning to host the Partners for Rural America conference in Idaho**, which we will talk about later.
- 4. We are initiating a **rural leaders peer network** inviting people who played a major role in their community review or are leaders in their communities to join in an ongoing peer network to connect and support each other.
- 5. We have been developing a **Rapid Response Community review process** to complete within 8 weeks so we can do more of them at lower cost.
- 6. We are considering a **survey of rural leaders** across the state to understand how IRP can support pandemic recovery in rural Idaho and to support creation of resource roundups by region to be hosted by zoom so different communities can obtain information about available funding and other resources.
- 7. We created a **Youtube channel** by IRP.
- 8. We **distributed an E-bulletin** of the Idaho Ruralist in April.
- 9. We submitted a **letter of intent to Chobani Community Impact Fund** for a \$45,000 2-year grant to support community review work in Magic Valley in next couple of years.
- 10.U of I submitted a grant proposal on behalf of Western Community Assessment Network for a \$500,000 grant to research community review programs – some of which would come to IRP if successful.
- 11. We have compiled a **list of COVID-19 resources** on the website.

The supplemental agenda packet provided prior to the board meeting included an income and expenses review for the last 5 months. The General account started at \$6700 and ended in May at \$7900.

Sources of income from January-June include USDA Rural Development grant funds (\$4,000), Rocky Mountain Power (\$2,000), Bayer U.S. (\$5,000), and Idaho Housing and Finance Association (\$750)

We haven't spent much of the remaining Blue Cross of Idaho Foundation grant funds but Phase II of that project starts in July and the funds will be spent beginning then. The balance in this account is \$15,505.17 as of today.

ASSISTANT POSITION

ADMINISTRATIVE The budget does not include funds for hiring a new administrative assistant. Jon may need to contract for certain administrative, writing, or event planning support, but we are probably not in a position to hire full time in the immediate future.

> Ideally, Jon would like to hire a full-time admin assistant who could also do publicity and social media.

Board members voiced general agreement to contract out for specific situations for now. It was also suggested that interns (e.g. university students) could help complete administrative and program work and that funding and staffing issues should be discussed by the IRP Finance Committee in the near future.

Federal Agencies update about COVID resources

- 1. Layne Bangerter, State Director for USDA Rural **Development** We're working on getting a lot of loans and grants out for our housing programs, multifamily housing, business programs and about 17% of our portfolio has been businesses in the hospitality industry. We're doing what we can to support telecommunications and we've had a lot of money funneled through our agency for broadband. \$50M more in grants have come available and we just started accepting applications on that. IRP is vital to us and we are happy to support you.
- 2. Carlene Herring, Economic Development **Administration** About \$1.5B became available in CARES Act funding in this last round and about \$1.4B of that is available for communities, economic development districts, and university centers for developing and implement

programs to support communities through recover in response to the pandemic. EDA have provided some non-competitive loan programs to recapitalize loan pools and some non-competitive awards to university centers. BSU received funding to assist with business recovery efforts through their tech health program. We also have programs to assist tribal entities. The dollars are limited by legislation – they have to be deployed within 2 years and projects can't take more than 3 years.

3. Shannon Madsen – U.S. Small Business Association. Received \$659B from CARES Act – given out through 2 core programs. Idle loan – allows business to borrow up to \$2B and comes direct from SBA to cover all kind of expenses. Also PPP loans done through lenders and get up to \$10M.

OPPORTUNITY TO HOST PARTNERS FOR RURAL AMERICA CONFERENCE

Jessica AcMoody, Michigan Economic Development Association and — Board President of Partners for Rural America (PRA)

The goal of conference is to share best practices and learn about innovative programs in rural communities throughout America.

Paul Costello, Vermont Council on Rural Development and - Treasurer of Partners for Rural America. The conference is usually about 20 people and we normally do deep immersion into what states are doing and tour what the host state is doing in specific communities. Idaho held the conference about 15 years ago.

In December the IRP board was positive that hosting the conference could be a good thing for Idaho, and so Jon started to discuss it in more detail.

Jon feels there is an opportunity to schedule presentations or panel discussions that could include a larger audience virtually in Idaho, if the conference was run virtually or semi-virtually.

There was concern about the amount of work involved, and the benefit to Idaho if they could only host virtually. There was discussion of possible large-scale AV options, like Boise City Council Chambers.

There was concern that holding conference virtually might mean Idaho would miss out hosting in person, and that the benefits of

bringing the conference members to Idaho might be missed as a result. There was general agreement among IRP and PRA board members present that IRP remains in line and prepared to host the PRA conference in Idaho in 2021.

Jon – we need to talk about it in PRA board but suggest virtual this year hosted jointly and in person in Idaho the year after.

ROUNDTABLE UPDATES

Tom Kealey, Idaho Dept. of Commerce

We've been working with SBA and others to make sure PPP application information was out there. The federal government grant funding of \$1.25B – we've been working on making sure it's allocated for the right impact. CARES Act dollars have to be spent by December 30,2020 so we're focusing on that. We're working out how to help provide broadband for rural communities right now for teleworking, emergency services and telehealth. We've been working on the Recreate Responsibly marketing efforts. Workforce development's received a grant in the area of \$100M for helping people get trained or re-skilled to get back to work.

Links provided by Jerry Miller on Zoom chat:

https://www.mofi.org/ and https://www.rcac.org/ taking PPP applications from businesses who are having a hard time working with banks.

Idaho Business Grants – https://rebound.idaho.gov/idaho-rebound-cash-grants-for-small-businesses/

CARES Act enhanced tax deductions when donate to charities https://www.501c3.org/the-cares-act-increases-donation-tax-deductability/

One Idaho campaign https://one.idaho.gov/

RU Art Beal

Continuing to work on research issues - watershed and a broader look at forests, public and private.

RU Chanel Tewalt, Idaho State Dept of Agriculture

We've had a lot of regulatory challenges but we're addressing as we can. Dairy inspectors are still working despite COVID. We've been hosting weekly industry calls with agribusinesses and local businesses, allowing a mix of people to talk about what we're seeing as a result of the pandemic. Idaho produces far more food than we can eat in state, so changes to food service, dairy, and potato industries mean we have to adapt. Frequent communication helps. Labor has been really challenging.

From chat – ISDA recently hired a program manager, Anna Pratt, for the new Idaho Farm Forward program which serves farm families, emerging farmers, veterans and disabled farmers. From chat: if you want to join weekly ag chat – email me chanel.tewalt@isda.idaho.gov

RU <u>Jess Byrne, DEQ</u> Changes will be coming in leadership as Director Tippets is retiring. About 95% of staff go to teleworking and pleased with the success. Set up a webpage to look at regulatory assistance and pushing out deadlines for certifications etc. and trying to help where we can.

RU
<u>Brian Dale, Dept</u>
<u>of Housing and</u>
Urban Devpt

A lot of CARES Act money comes through HUD so we're focused on that. There's been an uptick in people calling about landlord tenant issues and we're keeping an eye on homeless community issues too.

RU <u>Paul Kimmell,</u> <u>Avista</u> We have been developing tools around recovery in our north Idaho service area – working with municipalities and all business. We've been supporting reopening strategies. We launched a website – a resource portal for info on funding and grant programs. There are a lot of problems with connectivity and technology in rural school districts. We're hoping to help convert brick and mortars over to more e commerce. From chat: link to our Inland Northwest COVID-10 recovery resource website https://www.inlandbizstrong.org

RU
<u>Erik Kingston,</u>
<u>Idaho Housing</u>
<u>and Finance</u>
Association

Prior to the pandemic we were in one of the most severe housing crises – we had less than 1% available affordable housing where it makes up less than 30% of a person's income. There has been a flood of outside private equity – buying up private residential properties. Idaho lost \$670M in 2018 as that rent leaves the local economy. There has been an eviction moratorium – when it is lifted, we expect dam bursting on evictions and don't have affordable housing available for them. We have distributed \$348,000 in last few months to private households to help them stay in housing they are in. Getting \$5M through CARES Act to apply to that. Getting up to \$30M to support homeless prevention.

From chat: see www.eviction.lab.org/eviction-tracking/ to see how evictions are impacting communities and households. See www.idahohousing.com to learn about current COVID-19 rental assistance and homelessness prevention options. IHFA also

maintains www.housingidaho.com and a free rental listing and locator service. Additional rural housing resources at www.rcac.org and www.ruralhome.org

COMMUNITY UPDATE Hardy and Marjorie Schmaehl In Lewis County the \$600 per week spoiled all payroll expectations for years to come. insist on part time so they can still get unemployment plus \$600 per week. We could see customers felt safe coming back once stores reopened. The community did wear masks briefly, but not much. Some social distancing. Community is very supportive of businesses. 10 weeks of shutdown allowed review of business procedures. Helpful to get SBA loan and PPP. National delays in obtaining equipment, particularly in regard to our ongoing expansion project. Seniors lost ability to meet for coffee and had significant impact on their community.

COMMUNITY UPDATE

<u>Shawn</u> <u>Oliverson – City</u> of Preston Looks like we shut down too early and inflicted damage too early when had no cases. Now people aren't taking things seriously. People are bored. Big push to keep rodeo going. Mixed emotions on whether it will continue. Will triple size of Preston for a few days. Would have been better to implement shut down later – will have to address as we get a spike in cases.

Economic – most essential businesses did well throughout shut down. Restaurants hurting very bad – mostly local not franchises. They are having trouble implementing protocols. Some have issues getting ingredients. Ranchers have struggles to sell beef and to collect funds on things sold. Industrial businesses able to keep going mostly. Biggest impact – almost had a new hotel in Preston, but shutdown meant didn't finalize paperwork and now not sure if it will go ahead. Great deal of support from locals to businesses. Idaho Gems program very successful. Focus moving forward is to keep the shop local mentality.

COMMUNITY UPDATE

Melissa Hamilton – Cascade/Valley County Tech. divide very obvious. Some populations are more isolated and don't have access to connect virtually. Some farmers markets started, while some have chosen not to move forward. Farm to table effort through Facebook. Created story map online to help community find local producers.

We have a recreation-based economy and need tourism. Signs to recreate responsibly but not necessarily happening. Citizens created "mask force" and created and distributed 7000 masks through fire stations – great success. Successful to do Zoom

presentations through chamber and premiering certain businesses. Collective resource-sharing of what businesses are doing. Might be helpful to see the reality in other areas as we are not impacted yet here. How to support businesses — picnic campaigns, gift certificates etc. Biggest recovery issues — broadband!

From chat – video storytelling pilot –

https://www.youtube.com/watch?v=YV3YW9YtQBg
Best practices WCMEDC https://youtu.be/jyJfCfZKras

RU Donna Pence, Gooding Agriculture has been hit really heavy. Fish industry really hammered as most output goes to restaurants and that's tough.

RU <u>Kelly Packer</u> <u>AIC</u> We've been facilitating information back and forth between offices and local cities on grants and loans, the property tax relief program info and the broadband grant info. I also serve on the digital divide task force dealing with the K-12 dilemma.

RU Jim Werntz EPA We've restarted some field work and site cleanups in Coeur d'Alene Basin. Emergency responders are still busy — oil spills and other industrial accidents, not just in Idaho. I am planning to retire at end of August. I think it is priority to have EPA work with IRP and on the board.

RU
<u>Kermit</u>
<u>Mankiller, Nez</u>
<u>Perce Tribal</u>
<u>Enterprises</u>

Committed to keeping everyone on payroll when casino had to close even before we got PPP. Have two big council meetings in the year which were affected. We always have a formal process of voting and shifted to absentee mail ballots and set records for voting participation. This could be way of the future. Weaknesses in our broadband. Tried to shift to telemedicine but hindered by lack of access to internet. Concern for education too. Telework is hard without reliable internet. Working on a business park. We are also addressing our food supply and the need to know where it comes from --particularly meat supply. Need to look at possibilities and move to value added agriculture.

RU <u>Will Jensen,</u> INL We had a grant application available to small businesses in eastern Idaho – about 250 businesses applied. Hoping to put out grants to about 50 businesses. Battelle Energy Alliance gave out about \$60k to help food banks and we're helping that way too. Looking to help with use of CARES Act funding for broadband in any way we can. US Sec of Energy visited INL and announced

\$65M funding for nuclear energy research, some of which is in Idaho. Butte County and Arco – upwards of 3000 construction workers on small modular reactor program will have a big impact.

RU <u>Diane Bevin</u> <u>WBC</u> Brought on more team members due to CARES Act funding. More counselors through universities. In the last two weeks of March, we used our website to ask women business owners if they need support. – 236 women-owned businesses reached out. This is the beauty of providing services virtually.

RU <u>Jeff Marker,</u> IDT Continued to push projects and we have not stopped maintenance and construction. Expect another stimulus package and want Idaho to be ready to apply for that funding. Ports of entry staying open. Inspected bridges and landslides despite earthquakes. Lots of federal funding for community airports that don't need local matching. We hope to provide \$1M to community airports. We received \$27M for rural transit providers, again with no need for local matching.

RU (via chat)
Jeff McCurdy,
Region IV
Development
Association

The Idaho Economic Development Districts are getting significant funding to capitalize Revolving Loan Fund programs to help small businesses and additional funding to help community leaders with COVID-19 recovery efforts. The Economic Development Districts are working hard to stay up to date on all funding opportunities – reach out to your region organization or if you're in the SW Idaho or Twin Falls area, reach out to me at RIVDA.

Jon Barrett confirmed Region IV development association and IRP are working on committing their relationship to a formal agreement on paper, and the process is proving productive and useful.

RU (via chat)

Kristyn Carr,
Idaho
Department of
Labor

We are working to process unemployment claims and have a call center in place with more than 100 staff. We are expecting the backlog to be caught up by the end of July if not sooner. All unemployment claims are done centrally. Local offices serve as a connection for employers and job seekers and a connection to other resources. We've placed people in work experience opportunities with food banks, homeless shelter sand other non-profits. We received a \$2.3M National Dislocated Worker grant to help with retraining for workers.

RU (via chat)

We will be distributing CARES Act funds in fiscal year 2021. We are working with Western States Arts Federations on a new Arts

Juta Geurtsen, Idaho commission on the Arts and The Rural West initiative to address arts as a rural development strategy. We launched a pilot creative district in Valley County and are prototyping a Count Yourself Creative asset inventory that can put arts and culture in Idaho on the map. We are working with the Idaho Policy Institute for assistance with the data and research component of this.

PROPOSED CONTRACT WITH LAUREL YORK ODELL This spring, IRP worked with Idaho Community Foundation and Blue Cross of Idaho Foundation for Health to develop a scope of work and new contract for next phase of Voice of Community Rural Health Project. Project will look at increasing access to healthcare facilities and services in the Pierce/Weippe area. The project period is June 1, 2020 – July 30, 2021. Jon proposes and recommends a new contract for with Laurel York Odell for project coordination services. This contract requires board approval. The value of the contract is capped at \$9k total. Scope of work hire her to provide project coordination and facilitation. Looking at her playing a more central leadership role and Jon as a more supervisory role. Co-Chair Beal suggested the board needs more time to consider the proposed contract. Jon will resend contract as a follow up and will continue electronically.

ADJOURNMENT The meeting was adjourned at 12:20 pm

NEXT MEETING The next IRP board meeting will be on 12 August 2020. Plan to do as another Zoom call

Idaho Rural Partnership Program Update

January-June 24-August 12, 2020)
Submitted by Exec. Director Jon Barrett 7/12/20

Program Activities

- Facilitate work of IRP program committee to conduct survey of rural leaders
- Initiated planning for Phase II of Blackfoot Community Review has been initiated.
- Follow-up/community coaching meetings with McCammon and Ashton Home Team leaders
- Meeting with Georgetown Mayor Steve Waechtlet re: possible community review
- Helped develop invite list for rural peer learning network
- Continued planning work for Voice of Community rural health project

Outreach, Networking, Fundraising, Organizational Development

- Completed funding-related communication with: Blue Cross of Idaho, Bayer U.S., Idaho National Laboratory, USDA Rural Development
- Wrote and submitted \$45,000 grant to Chobani Community Impact Fund
- Building relationship with BSU 'Work U' and internship programs
- Responded to requests for financial information from Region IV Development
- Researched contracting requirements
- IRP Finance Committee meeting on July 28
- Participated in two Partners for Rural America board meetings. The 2020 annual PRA conference will be conducted virtually during the week of November 16, 2020.
- Worked with contract writer Jillian Hill to complete minutes for 6/24/20 board meeting.

Professional Services Agreement

Idaho Rural Partnership

This Agreement ("Agreement") is between Idaho Rural Partnership (IRP) and Laurel York Odell (the Contractor) for coordination, facilitation, and writing services associated with Phase II of the Voice of the Community ("VOC") project. The VOC is a collaborative project of the Idaho Rural Partnership, Idaho Community Foundation, and Blue Cross of Idaho Foundation for Health, Inc. Phase II features identification and development of a project to increase access to health-related services and/or facilities in the Pierce/Weippe community. The Contractor agrees to undertake performance of this Agreement under the terms and conditions set forth herein.

I. TERM OF AGREEMENT

This Agreement shall commence on June 1, 2020 and expire on July 30, 2021, unless extended, in writing, by the parties or unless terminated earlier in accordance with this Agreement.

II. CONTRACTOR RESPONSIBILITIES

The Contractor shall perform services and provide deliverables as described in Attachment A, Scope of Work, incorporated herein by reference.

The Contractor warrants that its services under this Agreement shall be performed in a professional manner and shall be of a high grade, nature and quality. In the event of nonconformity, and without limitation upon any other remedy, IRP shall have no financial obligation in regard to the nonconforming goods or services.

The Contractor represents and warrants that it has the necessary and requisite skill to perform the work required under this Agreement and that the personnel assigned by the Contractor to perform any such work will be qualified to perform the assigned duties.

III. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with IRP, it shall be solely responsible for the payment of those taxes.

IV. PAYMENT AND INVOICING

Contractor shall electronically invoice IRP no more than once per month for payment for services rendered under this Agreement. Payment for services shall be made upon acceptance of the work/required deliverables by IRP. Each invoice must specify the dates that services were performed and the nature of the work done. Payment for work based on an hourly rate must identify the number of hours worked.

All invoices are to be sent to IRP Executive Director Jon Barrett at jon.barrett@irp.idaho.gov and must be approved by at least one IRP Board Co-Chair prior to payment.

If IRP disputes any invoiced amount, it shall notify the Contractor in writing within five (5) business days. IRP will process payments of any amounts not in dispute within 30 days of the approval by at least one of the Co-Chairs.

V. OWNERSHIP

All information furnished to the Contractor for its use pursuant to this Agreement shall

belong to IRP and shall be returned to IRP in good order upon completion of the Agreement or upon IRP's request. Writing and associated electronic publications developed by the Contractor for IRP in the performance of this Agreement shall become the property of IRP.

VI. RELATION OF PARTIES

The service or services to be rendered under this Agreement are those of an independent contractor. IRP is interested only in the quality of service or services provided and the final results to be achieved; the conduct and control of the work will be solely with the Contractor. The Contractor is not an officer, employee, or agent of IRP.

VII. TIME OF PERFORMANCE

Time is of the essence to this Agreement; therefore, all times for performance stated herein will be strictly followed by the parties.

VIII. SAVE HARMLESS

The Contractor shall exonerate, indemnify, and hold IRP harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement. IRP will not assume liability as an employer.

IX. DEFAULT AND TERMINATION

1. For Cause:

Contractor default occurs if the Contractor fails to perform any of the covenants or conditions of this Agreement or the Contractor fails to prosecute the work so as to endanger performance of this Agreement, and the Contractor does not cure such defects in performance within ten (10) days after receipt of written notice from IRP informing it of such defects in performance. If at the end of such cure period, the Contractor is still in default or noncompliance, then IRP may terminate this Agreement.

2. For Convenience:

IRP or Contractor may terminate this Agreement for its convenience at any time upon 15 business days written notice and, upon such termination by either party, IRP's sole obligation shall be to pay for services satisfactorily rendered to the date of such termination.

X. ANTI-DISCRIMINATION CLAUSE

Acceptance of this Agreement binds the Contractor to Section 601, Title VI, Civil Rights Act of 1964: In that "No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

XI. GENERAL PROVISIONS

1. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting from Acts of

God, civil or military authority, acts of war, riots, or insurrections.

2. This Agreement, with Attachments A and B attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, and all other communications between the parties. It may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. In the event of any legal proceeding to enforce or obtain performance under this Agreement, the prevailing party shall be awarded such sums as the court may adjudge for reasonable attorneys' fees and cost.

By signature of their authorized representatives below, the parties hereto have caused this Agreement to be executed as of the day and year executed by IRP.

IRP Authorized Representative Printed Name	Title
IRP Authorized Representative Signature	Date
Contractor's Business Name	
Contractor's Printed Name	Title
Contractor's Signature	Date

ATTACHMENT A

Scope of Work

Under the terms of this Agreement, Contractor shall complete the project coordination, facilitation, and writing services associated with the Voice of the Community project described by Tasks 1-4 below. Attachment B includes information about the payment and scheduling of such services.

- <u>Task 1</u>: Participate in project team meetings. Virtual and in-person project team meetings with Jon Barrett and Chris St. Germaine of Clearwater County Economic Development will occur on an approximately monthly basis throughout the duration of the project (June 1, 2020 through July 30, 2021).
- <u>Task 2</u>: Planning session development. This task includes: (1) working with team leaders to prepare meeting materials prior to the sessions including session agendas and outcomes and background information, and logistics; and, (2) developing systems for timely communication of information before, after and in-between sessions.
- <u>Task 3</u>: Planning session facilitation. This task includes: (1) preparing the location and materials for collaborative project planning and implementation outlines; (2) facilitation of three planning sessions estimated at 10 hours total (dates, times and locations to be determined) + 1-hour for set-up and 1-hour for take down and debriefing, and (3) preparation of the narrative summaries and plan documents.
- <u>Task 4</u>: Project implementation coaching. This task includes video-conference and/or in person three, six and 12-month check-ins with the project team. The final 12-month check-in consists of an on-site session with a summary of accomplishment; a review of process for effectiveness and possible replication; and, some element of celebration of work accomplished.
- <u>Task 5</u>: **Project report.** This task includes: (1) preparation of the final report documenting process and project results.

By signature of their authorized representatives below, the parties hereto have agreed to the Scope of Work described above.

IRP Authorized Representative Printed Name	Title
Inti Adinonzed Representative i finted Name	TILLE
IRP Authorized Representative Signature	Date
TRE Authorized Representative Signature	Date

ATTACHMENT B

Payment Terms and Schedules

IRP agrees to pay Contractor for the project coordination, facilitation, and writing services under this Agreement, as described in Attachment A and below.

Invoices under this Agreement shall be submitted by Contractor as described under "IV Payment and Invoicing". Total compensation under this Agreement is not to exceed \$9,000.

Payment by Task

- Task 1: Participate in project team meetings. IRP agrees to pay Contractor \$100 per hour for services included in this task for up to 15 hours during the term of this Agreement.
- Task 2: Planning session development. IRP agrees to pay Contractor \$100 per hour for services under this task for up to 10 hours during the term of this Agreement.
- Task 3: Planning session facilitation. IRP agrees to pay Contractor a firm fixed price \$1,000 per onsite session during the term of this Agreement.
- Task 4: Project implementation coaching. IRP agrees to pay Contractor \$100 per hour for services included in this task for up to 5 hours during the term of this Agreement.
- Task 5: Project report. IRP agrees to pay Contractor \$100 per hour for services under this task for up to 10 hours during the term of this Agreement.

Reimbursement for travel expenses

IRP agrees to pay Contractor a travel stipend of \$275 for trips requiring one to two (1-2) nights of lodging and \$550 for trips requiring more than two (2) nights of lodging.

In the event air travel is required for project completion, IRP agrees to reimburse Contractor for the cost of round-trip air fare, lodging and if acquired by contractor, rental car expenses.

All travel associated with this project is subject to approval by IRP.

By signature of their authorized representatives below, the parties hereto have agreed to the IRP Authorized Representative Printed Name IRP Authorized Representative Signature Date Contractor's Business Name Title Contractor's Printed Name Date

fully burdened costs described above for the services described in this Agreement.