



Thurston Conservation District Board of Supervisors

October Board Meeting Agenda

Thu, October 22nd, 2020 5:30 PM - 8:00 PM (PDT)

Please join my meeting from your computer, tablet or smartphone.

Thurston Conservation District October 22 Board Meeting

Thu, Oct 22, 2020 5:30 PM – 8:00 PM (PDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/982401373>

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Access Code: 982-401-373

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1. **Welcome, Introductions, Audio Recording Announcement** **5:30 PM**
5 minutes
2. **Agenda Review** **5:35 PM**
5 minutes
3. **Consent Agenda – Action Item** **5:40 PM**
5 minutes
 - A. September 24th , 2020 Board Meeting Minutes
 - B. September Financial Report
 - C. TCD Resolution #2020-09: Independence Valley RCO Application Authorization
 - D. RCO Agreement: 20-1905 | Independence Valley ASRP Project Development
 - E. TCD Resolution #2020-10: Riverbend Ranch ASRP RCO Application Authorization
 - F. RCO Agreement: 20-1908 | Riverbend Ranch ASRP Project Development
4. **Public Comment** **5:45 PM**
*Three minutes per person 15 minutes
5. **Partner Reports (if present)** **6:00 PM**
15 Minutes
 - A. Washington State Conservation Commission (WSCC), *Jean Fike*
 - B. Washington Association of Conservation Districts (WACD), *Doug Rushton*
 - C. National Association of Conservation Districts (NACD), *Doug Rushton*
 - D. Washington State Department of Ecology, *Alena Reynolds*
 - E. National Association of Conservation Districts (NACD), *Robin Buckingham*
6. **Draft 2021 TCD Annual Budget, All** **6:15 PM**
10 Minutes

- | | |
|--|--|
| <p>7. COVID-19 Update, All</p> <p style="padding-left: 20px;">A. Site Visit Protocol -<i>Action Item</i></p> | <p>6:25 PM</p> <p><i>10 Minutes</i></p> |
| <p>8. Governance, All -<i>Action Item</i></p> <p style="padding-left: 20px;">A. 2021 Election Discussion and Update</p> <p style="padding-left: 20px;">B. Updates from the SW Area WACD Meeting</p> <p style="padding-left: 20px;">C. Letter to TRPC on Climate Mitigation Plan</p> <p style="padding-left: 20px;">D. November and December Meeting Schedule</p> <p style="padding-left: 20px;">E. November Work Session Topic List</p> | <p>6:35 PM</p> <p><i>20 Minutes</i></p> |
| <p>9. Other Reports</p> <p style="padding-left: 20px;">A. Board of Supervisor Reports, All</p> <p style="padding-left: 20px;">B. Executive Director Report, <i>Sarah Moorehead</i></p> | <p>6:55 PM</p> <p><i>15 minutes</i></p> |
| <p>Adjourn</p> | <p>7:10 PM</p> <p>Time Allotment: 1.45 hr</p> |

Important Dates

October

<p>8th TCD Board Work Session 3-5pm</p>	<p>Virtual (Go to Meeting)</p>
<p>9th WACD SW AREA Meeting 9am-4pm</p>	<p>Virtual (TBA)</p>
<p>22nd TCD Board Meeting 5:30-8pm</p>	<p>Virtual (Go to Meeting)</p>

Thurston Conservation District Consent Calendar Decision Sheet October, 2020 Board Meeting



A. September 24, 2020 Board Meeting Minutes

- a. Proposed action: accept without amendment and approve.
- b. Action taken:
- c. ☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to future meeting

B. September Financial Report

- a. Proposed action: accept without amendment and approve.
- b. Action taken:
- c. ☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to future meeting

C. TCD Resolution #2020-09: Independence Valley RCO Application Authorization

- a. Proposed action: accept without amendment and approve.
- b. Action taken:
- c. ☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to future meeting

D. RCO Agreement: 20-1905 | Independence Valley ASRP Project Development

- a. Proposed action: accept without amendment and approve.
- b. Action taken:
- c. ☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to future meeting

E. TCD Resolution #2020-10: Riverbend Ranch ASRP RCO Application Authorization

- a. Proposed action: accept without amendment and approve.
- b. Action taken:
- c. ☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to future meeting

F. RCO Agreement: 20-1908 | Riverbend Ranch ASRP Project Development

- a. Proposed action: accept without amendment and approve.
- b. Action taken:
- c. ☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to future meeting

ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT,
WASHINGTON ON October 22, 2020 AND EFFECTIVE IMMEDIATELY

SIGNED:

TJ Johnson, Board Chair

Betsie DeWreede, Vice Chair

Doug Rushton, Board Member

David Iyall, Board Auditor

Helen Wheatley, Board Member

ATTEST:

Sarah Moorehead, Executive Director

Item

3

Thurston Conservation District Board of Supervisors

September 24th, 2020

Regular Meeting Minutes – Virtual GoToMeeting

(5:30- 7:29pm)

Originally scheduled: (5:30pm – 8:00pm)



Meeting: 5:30pm – 8:00pm

Present at Meeting:

TJ Johnson, TCD Board Chair

Betsie DeWreede, TCD Vice Chair

David Iyall, TCD Board Auditor

Doug Rushton, TCD Board Supervisor

Helen Wheatley, TCD Board Supervisor

Ben Cushman, TCD Attorney

Leah Kellogg, TCD Staff

Sarah Moorehead, TCD Executive Director

Jean Fike, WSCC

Alena Reynolds, DOE

Robin Buckingham, NRCS

Summary of Action Items:

) **ACTION ITEM: Add the WDFW discussion and survey to the October Work Session Topic List.**

) **ACTION ITEM- Staff will post notices of a discussion for an election resolution at the October Work Session.**

Summary of Motions Passed:

) *Supervisor Rushton moved to adopt the Agenda. Supervisor Wheatley seconded. Motion passed unanimously, (4-0).*

) *Supervisor Rushton moved to adopt the Agenda. Supervisor Wheatley seconded. Motion passed unanimously, (4-0).*

) *Supervisor DeWreede moved to adopt the Consent Agenda. Supervisor Wheatley seconded. Motion passed unanimously, (4-0).*

) *Supervisor Rushton moved to approve the MOU Thurston County Interlocal Agreement- Rates and Charges. Supervisor DeWreede seconded. Motion passed unanimously, (5-0).*

) *Supervisor Iyall moved to approve the Professional Services Contract 2020-01. Supervisor DeWreede seconded. Motion passed unanimously, (5-0).*

) *Supervisor Iyall moved to adjourn. Supervisor Wheatley seconded. Motion passed unanimously, (5-0).*

Full Version of the Minutes

Welcome & Introductions

5:30pm TCD Board Chair TJ Johnson called the September 24th, 2020 Regular Board Meeting to order via an online forum *GoToMeeting*. Thurston CD Board and Staff were introduced by the Board Chair verbally. Supervisor Iyall joined during the Partner Reports. Chair Johnson will name out Supervisors on each vote and announced that the meeting is audio recorded.

Agenda Review - Action Item

Incorporating the Shore Friendly Consulting Geologist contract to 7E, moving the October Work Session Topic List to 7F.

Supervisor Rushton moved to adopt the Agenda. Supervisor Wheatley seconded. Motion passed unanimously, (4-0).

Consent Agenda – Action Item

-) August 27th, 2020 Board Meeting Minutes
-) August Financial Report
-) WACD Resolution: WSCC Staff Evaluation

Supervisor DeWreede moved to adopt the Consent Agenda. Supervisor Wheatley seconded. Motion passed unanimously, (4-0).

Public Comment *Three minutes per person

There was a typo on the Go to Meeting invite that was displayed for the public. The chair opted to accommodate any members of the public joining after Item 3 by revisiting the Public Comment section later in the meeting.

No members of the public attended via Go to Meeting at present.

Partner Reports

A. WSCC Update, Jean Fike

-) Saturday September 26 WSCC hosted an all-district election conversation, to address the comments received by the district surveys submitted earlier this year.
-) Policy to cancel CD elections in the event of only one candidate has been eliminated.
-) There is a requirement of one individual per district attend the WSCC election training.
-) WDFW has requested to be added as a full voting member of the commission governing body. The commission would like feedback from districts and a survey is available via email.

ACTION ITEM: Add the WDFW discussion and survey to the October Work Session Topic List.

Supervisor Iyall joined the meeting.

B. WACD and NACD Update, Supervisor Doug Rushton

-) Nothing to add from the submitted material in the Board Packet.

C. Department of Ecology (DOE), Alena Reynolds

- 72) There were several Non-Point Source Pollution (NPSP) complaints that are being
73 addressed by DOE.

74 **D. NRCS Update, Robin Buckingham**

- 75) Robin was recently hired to replace Jeff Swotek and will be the NRCS liaison to
76 TCD providing monthly reports to the Board.

77
78
79 **Covid-19 Update, Sarah Moorehead**

- 80) Orca Recovery Day is October 17 and Thurston County Health guidelines are being put
81 in place to ensure the safety of volunteers and staff.
82) The outdoor activity is being organized with social distancing in mind. There will be
83 separate work zones where small groups or individual volunteers can work on invasive
84 species removal.
85) If Orca Recovery Day is successful the district will continue to work with Thurston
86 County Health Department on projects moving forward.

87 **Governance, All**

88 **A. Conservation and Education Center - Assessment of Needs**

- 89) The Executive Director presented a document which condensed the narrative and
90 discussions of previous meetings.
91) This document will be used to guide consultants and partners moving forward.

92 **B. 2021 Elections Discussion**

- 93) A notice of intent to discuss adopting an elections resolution will be distributed
94 prior to the October Work Session.

95
96 **ACTION ITEM- Staff will post notices of a discussion for an election resolution at the**
97 **October Work Session.**

- 98
99) The Board unanimously agreed to keep Staff member Nora White as the Election
100 Supervisor.
101) TCD will be using the Thurston County Auditor's trained employees to help
102 facilitate the election.
103) Supervisors prefer the election date occur between the end of January and early
104 February 2021. The date for the election must occur before the end of March.

105 **C. Thurston County Interlocal Agreement – Rates & Charges**

- 106) Thurston County has reviewed the document and approved of the changes made
107 from the 2020 agreement.

108
109 ***Supervisor Rushton moved to approve the MOU Thurston County Interlocal Agreement-***
110 ***Rates and Charges. Supervisor DeWreede seconded. Motion passed unanimously, (5-0).***

111
112 **D. Attendance at the WACD SW Area Meeting**

- 113) The TCD Board reviewed attendance at the WACD SW Area Meeting.
114) Supervisor Rushton will be presenting TCD's Resolution. Supervisors Rushton,
115 Iyall and Wheatley will attend the meeting on behalf of the Board.

ACTION ITEM- Sarah Moorehead will give a presentation on TCD's accomplishments and actions over the last year at the WACD SW Area Meeting.

E. Shore Friendly Consulting Geologist

-) The professional service contract complies with the requirements of the Shore Friendly Grant.

Supervisor Iyall moved to approve the Professional Services Contract 2020-01. Supervisor DeWreede seconded. Motion passed unanimously, (5-0).

F. October Work Session Topic List

1. Topic List review
2. Staff presentation: South Sound Green with Stephanie Bishop
3. Review and Revise September 24th BM Minutes
4. Covid-19 Health Update
5. Review and discuss the 2021 budget draft
6. 2021 election update- review election draft resolution
7. Conservation and Education Center update
8. WSCC Survey
9. Public comment on Thurston Climate Action Agenda
10. Important updates and announcements
11. October BM Agenda development

Executive Session, To discuss pending litigation with legal counsel

In attendance: Supervisors Wheatley, Iyall, Johnson, Rushton, DeWreede, Legal Counsel Ben Cushman, and Executive Director Sarah Moorehead

"RCW 42.30.110 (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency."

Executive Session opened at 7:08pm for 20 minutes with no action taken, ending at 7:20pm
Regular meeting opened at 7:20pm.

Executive Session Report Out, TJ Johnson

No action was taken. Supervisor DeWreede was unable to re-join the public meeting.

Public Comment Revisited,

No members of the public were present.

161 **Other Reports**

162 **A. Board of Supervisors Report, All**

- 163) Public comment is open for the Thurston Climate Action Plan.
164) The City of Olympia has scheduled the next meeting to review data compiled by
165 TCD staff as part of the farmland loss mitigation project.
166) Supervisor Johnson will be unable to attend the October Board Meeting, which
167 will be chaired by Vice Chair Betsie DeWreede.

168 **B. Executive Director Report, Sarah Moorehead**

- 169) Sarah Moorehead has been aggregating funding sources and partners for farmland
170 preservation.

171
172 *Supervisor Iyall moved to adjourn. Supervisor Wheatley seconded. Motion passed*
173 *unanimously, (4-0).*

174
175 **Adjourn 7:29pm**

176 Respectfully,

X

TJ Johnson
TCD Board Chair

Thurston Conservation District

October 2020 Financial Notes

1. The Finance Department submitted its proposed 2021 Budget at the Board Work Session on October 8.
2. On October 7, the District hired a part-time Accounting Assistant, Yan Dong. Yan is a quick learner and has already started to assume some of the accounting responsibilities.

Balance Sheet – Page 7

3. As of September 30, 2020 the District's **Checking Account balance** is \$117,766.26. This balance should be sufficient to carry the District until November when we expect to receive the large Rates and Charges amount.

Unrestricted Budget vs Actual – Pages 10 and 11

4. Overall, the District is expected to finish the year within the 2020 budget.
5. The District exhausted its Commission's Implementation grant in September.
6. Due to a glitch in its online payment system, the District incurred a \$128.08 late fee from the IRS. This late fee caused the Late Fees & Penalties amount to go over the budgeted amount by \$28.51.

Thurston Conservation District

Profit & Loss

January through September 2020

	Jan - Sep 20
Ordinary Income/Expense	
Income	
3431100 · Retail Sales	
3431110 · Plant Sales	11,896.50
3411140 · TCD Equipment Rentals	2,884.02
3431130 · Soil Testing	1,748.33
3431120 · Rental Income	1,007.57
Total 3431100 · Retail Sales	17,536.42
3611100 · Interest Income	31.47
3300000 · Grant Revenue	569,234.22
3685201 · Rates and Charges	327,149.84
3670000 · Contributions Private	1,249.59
3600000 · Miscellaneous Revenue	0.00
Total Income	915,201.54
Gross Profit	915,201.54
Expense	
5966699 · Vehicle Allocation	0.00
5314999 · Overhead Allocation	0.00
5531010 · Salaries & Benefits	680,606.10
5314101 · Legal Fees & Services	19,290.00
5314102 · Audit & Accounting	3,373.38
5314103 · Computer Services	13,489.14
5314100 · Professional Services	7,431.87
5314400 · Advertising	2,534.40
5314117 · Soil Testing	2,519.40
5314104 · Janitorial Services	2,564.01
5314501 · Office Rent	38,852.21
5314700 · Utilities	3,798.18
5314503 · Equipment Leases	2,033.26
5314200 · Communications	8,164.62
5313102 · Photocopier Usage	1,146.59
Software Licenses	3,931.96
5354800 · Repairs & Maintenance	630.98
5313101 · Office Supplies	1,935.49
5314202 · Postage & Shipping	1,153.53
5313401 · Plants for Resale	11,761.22
Project Expenses	8,539.99
5314902 · Organizational Dues & Licenses	5,839.89
5314310 · Board Meeting Snacks	167.50
5314203 · Printing Services	2,517.80
5314302 · Staff - Conference & Training	885.00
5314300 · Staff - Travel	2,462.22
5314301 · Board Travel	188.03
5314108 · Construction & Landscaping	14,127.65
5314109 · Cost Share	31,454.03
5314110 · Bank Fees & Interest Charges	1,135.53
5314600 · Liability Insurance Premiums	12,293.92
5314111 · Late Fees & Penalties	528.51
Sales Tax Adjustments	22.24
66900 · Reconciliation Discrepancies	-2.51
5945360 · Capital Outlays	
5966601 · Equipment & Office Furniture	5,861.23
5966402 · Computer Hardware	8,817.37
Total 5945360 · Capital Outlays	14,678.60

Thurston Conservation District
Profit & Loss
January through September 2020

	Jan - Sep 20
Total Expense	900,054.74
Net Ordinary Income	15,146.80
Net Income	15,146.80

Thurston Conservation District

Profit & Loss

September 2020

	Sep 20
Ordinary Income/Expense	
Income	
3431100 · Retail Sales	
3411140 · TCD Equipment Rentals	638.27
3431120 · Rental Income	65.94
Total 3431100 · Retail Sales	704.21
3611100 · Interest Income	4.26
3300000 · Grant Revenue	88,671.57
3685201 · Rates and Charges	9,176.41
Total Income	98,556.45
Gross Profit	98,556.45
Expense	
5966699 · Vehicle Allocation	0.00
5314999 · Overhead Allocation	0.00
5531010 · Salaries & Benefits	84,787.08
5314101 · Legal Fees & Services	2,000.00
5314102 · Audit & Accounting	1,657.24
5314103 · Computer Services	1,325.93
5314104 · Janitorial Services	624.01
5314501 · Office Rent	4,428.21
5314700 · Utilities	228.50
5314503 · Equipment Leases	185.51
5314200 · Communications	807.12
5313102 · Photocopier Usage	69.94
Software Licenses	144.33
5354800 · Repairs & Maintenance	51.84
5313101 · Office Supplies	21.83
5314202 · Postage & Shipping	165.00
Project Expenses	
5314107 · Project Supplies	2,039.13
5314116 · Project Equipment	44.89
Total Project Expenses	2,084.02
5314203 · Printing Services	283.59
5314302 · Staff - Conference & Training	325.00
5314300 · Staff - Travel	501.78
5314600 · Liability Insurance Premiums	1,624.92
5314111 · Late Fees & Penalties	128.08
Total Expense	101,443.93
Net Ordinary Income	-2,887.48
Net Income	-2,887.48

Thurston Conservation District

Profit & Loss Prev Year Comparison

January through September 2020

	Jan - Sep 20	Jan - Sep 19	\$ Change	% Change
Ordinary Income/Expense				
Income				
3431100 · Retail Sales				
3431110 · Plant Sales	11,896.50	0.00	11,896.50	100.0%
3411140 · TCD Equipment Rentals	2,884.02	647.89	2,236.13	345.1%
3431130 · Soil Testing	1,748.33	4,047.67	-2,299.34	-56.8%
3431120 · Rental Income	1,007.57	599.21	408.36	68.2%
3411150 · Miscellaneous Sales	0.00	6.50	-6.50	-100.0%
Total 3431100 · Retail Sales	17,536.42	5,301.27	12,235.15	230.8%
3611100 · Interest Income	31.47	15.10	16.37	108.4%
3300000 · Grant Revenue	569,234.22	420,178.13	149,056.09	35.5%
3685201 · Rates and Charges	327,149.84	317,347.72	9,802.12	3.1%
3670000 · Contributions Private	1,249.59	6,000.00	-4,750.41	-79.2%
3600000 · Miscellaneous Revenue	0.00	0.00	0.00	0.0%
Total Income	915,201.54	748,842.22	166,359.32	22.2%
Gross Profit	915,201.54	748,842.22	166,359.32	22.2%
Expense				
5966699 · Vehicle Allocation	0.00	0.00	0.00	0.0%
5314999 · Overhead Allocation	0.00	0.00	0.00	0.0%
5531010 · Salaries & Benefits	680,606.10	364,554.92	316,051.18	86.7%
5314000 · Stipends	0.00	1,000.00	-1,000.00	-100.0%
5314101 · Legal Fees & Services	19,290.00	48,077.58	-28,787.58	-59.9%
5314102 · Audit & Accounting	3,373.38	10,803.12	-7,429.74	-68.8%
5314103 · Computer Services	13,489.14	8,460.86	5,028.28	59.4%
5314106 · PDR Expense	0.00	99.00	-99.00	-100.0%
5314100 · Professional Services	7,431.87	14,585.55	-7,153.68	-49.1%
5355001 · Election Expense	0.00	32,428.70	-32,428.70	-100.0%
5314400 · Advertising	2,534.40	4,119.23	-1,584.83	-38.5%
5314117 · Soil Testing	2,519.40	3,038.60	-519.20	-17.1%
Hiring Costs	0.00	90.00	-90.00	-100.0%
5314104 · Janitorial Services	2,564.01	2,025.00	539.01	26.6%
5314501 · Office Rent	38,852.21	39,500.00	-647.79	-1.6%
5314700 · Utilities	3,798.18	5,224.53	-1,426.35	-27.3%
5314503 · Equipment Leases	2,033.26	2,028.23	5.03	0.3%
5314200 · Communications	8,164.62	4,609.56	3,555.06	77.1%
5313102 · Photocopier Usage	1,146.59	2,212.69	-1,066.10	-48.2%
Software Licenses	3,931.96	0.00	3,931.96	100.0%
5354800 · Repairs & Maintenance	630.98	4,163.50	-3,532.52	-84.8%
5313101 · Office Supplies	1,935.49	4,051.74	-2,116.25	-52.2%
5314202 · Postage & Shipping	1,153.53	3,462.38	-2,308.85	-66.7%
5313401 · Plants for Resale	11,761.22	1,156.95	10,604.27	916.6%
Project Expenses				
5314901 · Meeting & Event	1,381.60	1,343.62	37.98	2.8%
5314107 · Project Supplies	4,157.11	13,112.01	-8,954.90	-68.3%
5314116 · Project Equipment	606.05	9,669.56	-9,063.51	-93.7%
5314113 · Teacher Substitute Stipends	1,215.57	9,788.22	-8,572.65	-87.6%
5314112 · Bus Transportation	1,179.66	12,552.58	-11,372.92	-90.6%
5314502 · Site Rental	0.00	1,307.31	-1,307.31	-100.0%
Total Project Expenses	8,539.99	47,773.30	-39,233.31	-82.1%
5314902 · Organizational Dues & Licens...	5,839.89	6,250.00	-410.11	-6.6%
5314310 · Board Meeting Snacks	167.50	349.96	-182.46	-52.1%
5314203 · Printing Services	2,517.80	5,008.01	-2,490.21	-49.7%
5314307 · Licenses and Permits	0.00	378.00	-378.00	-100.0%
5314302 · Staff - Conference & Training	885.00	783.69	101.31	12.9%
5314300 · Staff - Travel	2,462.22	5,295.96	-2,833.74	-53.5%

Thurston Conservation District
Profit & Loss Prev Year Comparison
January through September 2020

	Jan - Sep 20	Jan - Sep 19	\$ Change	% Change
5314301 · Board Travel	188.03	399.64	-211.61	-53.0%
5314108 · Construction & Landscaping	14,127.65	398.59	13,729.06	3,444.4%
5314109 · Cost Share	31,454.03	9,330.00	22,124.03	237.1%
5314110 · Bank Fees & Interest Charges	1,135.53	1,785.97	-650.44	-36.4%
5314600 · Liability Insurance Premiums	12,293.92	10,440.00	1,853.92	17.8%
5314111 · Late Fees & Penalties	528.51	709.58	-181.07	-25.5%
Sales Tax Adjustments	22.24	39.55	-17.31	-43.8%
Outstanding Debt	0.00	8,763.79	-8,763.79	-100.0%
5314998 · Sponsor Match Allocation	0.00	0.00	0.00	0.0%
Budget Reconciliation	0.00	0.00	0.00	0.0%
66900 · Reconciliation Discrepancies	-2.51	0.95	-3.46	-364.2%
5945360 · Capital Outlays				
5966601 · Equipment & Office Furnit...	5,861.23	691.85	5,169.38	747.2%
5966402 · Computer Hardware	8,817.37	2,529.00	6,288.37	248.7%
5966400 · Machinery and Tools	0.00	6,628.11	-6,628.11	-100.0%
Total 5945360 · Capital Outlays	14,678.60	9,848.96	4,829.64	49.0%
Total Expense	900,054.74	663,248.09	236,806.65	35.7%
Net Ordinary Income	15,146.80	85,594.13	-70,447.33	-82.3%
Net Income	15,146.80	85,594.13	-70,447.33	-82.3%

Thurston Conservation District
Balance Sheet
As of September 30, 2020

	<u>Sep 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
3081001 · Checking-7444 Timberland	117,766.26
3088020 · Savings Accounts	
3082002 · Saving-6568 Reserve Fund	65,027.39
3082003 · Saving-2410 Education Center	10,002.65
	<hr/>
Total 3088020 · Savings Accounts	75,030.04
3088030 · Counter Cash	100.00
3088040 · PayPal Account	575.23
	<hr/>
Total Checking/Savings	193,471.53
Accounts Receivable	119,127.85
Other Current Assets	
3090500 Prepaid Accounts	
3090501 · 309.05.01 Prepaid Insurance	18,342.08
3090506 · Security Deposit - Ferguson ST	3,835.00
	<hr/>
Total 3090500 Prepaid Accounts	22,177.08
3092000 · 309.20.00 Cash on Hand	38,911.11
	<hr/>
Total Other Current Assets	61,088.19
Total Current Assets	<hr/> 373,687.57 <hr/>
TOTAL ASSETS	<u>373,687.57</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	20,816.77
Credit Cards	4,098.52
Other Current Liabilities	
25500 · Sales Tax Payable	148.76
3861000 · Payroll Liabilities	
3861008 · Union Dues	714.75
3861005 · PERS Deferral Payable	5,769.40
3861007 · State Unemployment Payable	2,196.35
3861009 · State L&I Payable	840.39
3861010 · WA - Family & Medical Leave	348.10
3861011 · Vacation & Sick Leave Payable	57,796.46
	<hr/>
Total 3861000 · Payroll Liabilities	67,665.45
Total Other Current Liabilities	<hr/> 67,814.21 <hr/>
Total Current Liabilities	<hr/> 92,729.50 <hr/>
Total Liabilities	92,729.50
Equity	<hr/> 280,958.07 <hr/>
TOTAL LIABILITIES & EQUITY	<u>373,687.57</u>

Thurston Conservation District
Restricted Budgets vs Actuals

As of September 30, 2020

New Grants

		Account Number	Grant Number	Grant Period		Total Grant Amount	2020 Budget	2020 Actual	2020 Remaining Budget	% of Total Time	% of Total Budget
RCO	East Fork McLane Project	R030	16-1406	1-Mar-17	31-Dec-20	110,500.00	5,022.13	296.49	4,725.64	93.48%	95.72%
	ESRP Shore Friendly	R035		1-Jul-19	1-Jul-21	227,551.00	120,315.00	33,197.27	87,117.73	60.00%	21.42%
	ASRP Independence	R040	20-1905	1-Jun-20	30-Jun-21	93,600.00	51,580.00	694.76	50,885.24	30.77%	0.74%
	ASRP Riverbend	R050	20-1908	1-Jun-20	30-Jun-21	85,999.00	43,174.00	868.06	42,305.94	30.77%	1.01%
DOE	Deschutes	E100	WQC-2018-Th	1-Jul-19	30-Apr-22	244,401.00	100,133.00	19,255.14	80,877.86	44.12%	11.80%
WSCC	Livestock	W025	20-13-LT	1-Jul-19	30-Jun-21	50,000.00	21,544.00	17,890.32	3,653.68	62.50%	70.05%
	Drought Funding	W040	19-13-DR	1-Jul-19	30-Apr-20	53,050.00	9,005.30	9,005.30	0.00	Closed	
	Skookumchuck	W030		1-Apr-20	1-Jul-25	744,780.25	271,001.00	44,590.69	226,410.31	9.38%	5.99%
	FY20-21 Chehalis Flood Plain	W050	20-13-FL	1-Jul-19	30-Jun-21	177,668.02	91,376.00	66,550.17	24,825.83	62.50%	59.84%
	Shellfish Cost Share TA	W060	20-13-SH	15-Aug-19	30-Jun-21	30,113.46	31,869.00	18,236.34	13,632.66	60.87%	74.28%
	Shellfish Cost Share	W060 CS	20-13-SH	15-Aug-19	30-Jun-21	120,453.84	134,454.00	22,972.03	111,481.97	60.87%	19.07%
	FY19-21 CREP TA	W070	20-13-CE	1-Jul-19	30-Jun-21	33,847.00	20,227.79	6,691.77	13,536.02	62.50%	30.13%
	FY19-21 CREP Cost Share	W070 CS	20-13-CE	1-Jul-19	30-Jun-21	26,811.50	13,044.33	8,482.00	4,562.33	62.50%	58.66%
	NRI TA	W080	20-13-NR	1-Jul-19	30-Jun-21	19,150.00	15,452.00	11,910.49	3,541.51	62.50%	81.51%
	NRI Cost Share	W080	20-13-NR	1-Jul-19	30-Jun-21	76,600.00	77,300.00	0.00	77,300.00	62.50%	0.00%
Misc	Soil Health Grant	M065	16-49-TS	21-Jun-17	15-Aug-20	32,163.08	4,152.20	4,152.20	0.00	Closed	
	JBLM - SLP	M075		1-Jul-19	30-Jun-21	18,750.00	11,532.00	3,886.11	7,645.89	62.50%	26.12%
	NACD Home Grown Yelm	M090		1-Feb-20	1-Mar-21	50,000.00	38,461.00	16,792.37	21,668.63	57.14%	33.58%
	Orca Recovery Day	M060		1-Sep-19	Until Spent	5,940.00	2,570.19	1,214.87	1,355.32	NA	77.18%
Thurston County	VSP 2020	TC400	K2024	1-Jul-19	30-Jun-21	105,000.00	64,956.00	59,363.31	5,592.69	62.50%	81.49%
	Shellfish NTA	TC600		1-Jul-19	30-Jun-21	130,525.00	57,171.00	39,347.98	17,823.02	62.50%	57.39%
	Riparian NTA	TC650		1-Jul-19	28-Feb-21	36,875.00	29,553.00	22,108.66	7,444.34	75.00%	66.45%
	NTAqua	TC700		1-Mar-20	31-May-21	68,800.00	61,605.00	7,815.00	53,790.00	46.67%	11.36%
TCD Allocations	Stewardship TA	T080		1-Jan-20	31-Dec-20	13,005.00	13,005.00	838.63	12,166.37	75.00%	6.45%
	General TA	T080		1-Jan-20	31-Dec-20	10,000.00	10,000.00	10,000.00	0.00	Closed	
	Working Lands Initiative	T100		1-Jan-20	31-Dec-20	3,000.00	3,000.00	3,000.00	0.00	Closed	
	CTA 2019-2020	W055	20-13-IM	1-Jul-19	30-Jun-20	11,111.00	5,402.67	5,402.67	0.00	Closed	
	CTA 2020-2021	W055	20-13-IM	1-Jul-20	31-Dec-20	5,555.50	5,555.50	27.41	5,528.09	50.00%	0.49%
	TCD VSP	T400		1-Jan-20	31-Dec-20	40,000.00	40,000.00	23,320.47	16,679.53	75.00%	58.30%

Thurston Conservation District
Restricted Budgets vs Actuals

As of September 30, 2020

New Grants

		Account Number	Grant Number	Grant Period		Total Grant Amount	2020 Budget	2020 Actual	2020 Remaining Budget	% of Total Time	% of Total Budget
South Sound Green	Interlocal Agreements	G019-SS		1-Jan-20	31-Dec-20	49,200.00	49,200.00	39,849.32	9,350.68	75.00%	80.99%
	TCC	TCC		1-Jan-12	Until Spent	96,856.00	39,819.00	17,039.67	22,779.33	NA	69.98%
	FY19-20 NOAA B-WET	G019.106		1-Aug-19	31-Jul-20	18,313.76	17,329.21	17,329.21	0.00	Closed	
	FY20-21 NOAA B-WET	G019.106		1-Aug-20	31-Jul-21	12,019.00	12,019.00	8,714.20	3,304.80	16.67%	72.50%
	TCD Allocation	G019.110		1-Jan-20	31-Dec-20	46,300.00	46,300.00	40,647.11	5,652.89	75.00%	87.79%
	ESD 113 Climate Change	G019.104		1-May-20	31-Dec-20	3,000.00	3,000.00	3,000.00	0.00	Closed	
	McLane Salmon Trail	G019.107		31-Aug-20	31-Dec-20	5,000.00	6,695.00	515.97	6,179.03	20.00%	10.32%
	Prairies and Pollinators	G019.27		22-Mar-17	1-Aug-20	33,336.45	14,127.65	14,127.65	0.00	Closed	

Thurston Conservation District
Unrestricted Profit & Loss Budget vs. Actual
As of September 30, 2020

9:00 AM
09/18/2020
Accrual Basis

September 75.00%

Income	Jan - Sep 2020	Budget	\$ Over Budget	% of Budget
3431100 · Retail Sales				
3411140 · TCD Equipment Rentals	2,884.02	2,068	816.40	139.49%
3431130 · Soil Testing	1,748.33	1,679	68.87	104.10%
3431120 · Rental Income	1,007.57	1,785	-777.57	56.44%
3611100 · Interest Income	31.47	34	-2.18	93.52%
3431110 · Plant Sales	11,896.50	19,392	-7,495.75	61.35%
3670000 · Contributions Private	1,249.59	1,250	0.00	100.00%
3300000 · Grant Revenue	47,719.57	53,204	-5,484.43	89.69%
3685201 · Rates and Charges	327,149.84	551,475	-224,325.09	59.32%
5314999 · Overhead Allocation	65,294.74	98,288	-32,993.68	66.43%
5966699 · Vehicle Allocation	1,493.66	2,472	-978.80	60.41%
Total Income	460,475.29	731,648	-271,172.23	62.94%

Program Allocation	Jan - Sep 2020	Budget	\$ Over Budget	% of Budget
SS Green	40,647.11	46,300	-5,652.89	87.79%
VSP	23,320.47	40,000	-16,679.53	58.30%
TCD Cost Share	0.00	5,000	-5,000.00	0.00%
Stewardship TA	634.82	13,005	-12,370.18	4.88%
Program Allocations Total	64,602.40	104,305	-39,702.60	61.94%

Expense	Jan - Sep 2020	Budget	\$ Over Budget	% of Budget
5531010 · Salaries & Benefits (Admin)	100,948.06	215,860	-114,911.94	46.77%
5531010 · Salaries & Benefits (District Services)	72,387.04	89,388	-17,000.96	80.98%
5314101 · Legal Services	19,290.00	25,000	-5,710.00	77.16%
5314102 · Audit & Accounting	3,373.38	4,000	-626.62	84.33%
5314103 · Computer Services	13,489.14	15,500	-2,010.86	87.03%
5314100 · Professional Services	3,097.50	10,000	-6,902.50	30.98%
5314400 · Advertising	2,199.40	5,500	-3,300.60	39.99%
5314117 · Soil Testing	2,133.64	1,619	514.64	131.79%
5355001 · Election Expense	3,847.13	6,500	-2,652.87	59.19%
5314104 · Janitorial Services	2,564.01	5,000	-2,435.99	51.28%
5314501 · Office Rent	38,852.21	52,000	-13,147.79	74.72%
5314700 · Utilities	3,798.18	6,000	-2,201.82	63.30%
5314503 · Equipment Leases	2,033.26	3,050	-1,016.74	66.66%
5314504 · Vehicles	0.00	15,000	-15,000.00	0.00%
5314200 · Communications	7,817.36	11,000	-3,182.64	71.07%
5313102 · Photocopier Usage	1,146.59	2,500	-1,353.41	45.86%
5354800 · Repairs & Maintenance	549.00	5,000	-4,451.00	10.98%

Expense	Jan - Sep 2020	Budget	\$ Over Budget	% of Budget
5966402 · Computer Hardware	8,767.06	10,000	-1,232.94	87.67%
Computer Software	3,359.93	3,400	-40.07	98.82%
5966601 · Office Equipment & Furniture	5,743.09	6,000	-256.91	95.72%
5945361 · Road Signs	0.00	1,000	-1,000.00	0.00%
5945362 · Board Tablets	0.00	4,690	-4,690.00	0.00%
5313101 · Office Supplies	1,865.94	3,500	-1,634.06	53.31%
5314202 · Postage & Shipping	566.30	1,000	-433.70	56.63%
5313401 · Plants for Resale	11,761.22	15,000	-3,238.78	78.41%
5314901 · Meeting & Event	1,195.49	1,000	195.49	119.55%
5314902 · Organizational Dues and Licenses	5,839.89	7,500	-1,660.11	77.87%
Board Meeting Snacks	167.50	500	-332.50	33.50%
5314302 · Staff - Conference & Training	495.00	2,500	-2,005.00	19.80%
5314306 · Board - Conference & Training	0.00	2,500	-2,500.00	0.00%
5314300 · Staff - Travel	1,317.18	2,500	-1,182.82	52.69%
5314301 · Board Travel	188.03	1,500	-1,311.97	12.54%
5314110 · Bank Fees & Interest Charges	1,104.64	1,000	104.64	110.46%
5314600 · Liability Insurance Premiums	12,293.92	15,336	-3,042.08	80.16%
5314111 · Late Fees & Penalties	528.51	500	28.51	105.70%
Reserve Fund	0.00	65,000	-65,000.00	0.00%
Conservation Education Center Savings	0.00	10,000	-10,000.00	0.00%
Total Expense	332,719.60	627,343	-294,623.40	53.04%
Net Income	63,153.29	0		

Thurston Conservation District
Payments Detail
September 2020

11:30 AM

10/16/2020

Type	Num	Date	Name	Funding Source	Account	Paid Amount
Bill Pmt -Check	EFT	9/2/2020	Pacific Disposal	UNRESTRICTED:A010-Overhead	5314702 · Garbage Service	58.71
Credit Card Charge		9/7/2020	T Sheets	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	118.15
Check	EFT	9/8/2020	Regence - Health Care		5312011 · Medical Benefits	5,880.41
Liability Check	EFT	9/8/2020	Internal Revenue Service		Federal Payroll Taxes	6,708.00
Liability Check	EFT	9/8/2020	WFSE Union Dues		3861008 · Union Dues	707.17
Liability Check	EFT	9/8/2020	WA St Dept of Retirement Systems		PERS DCP	575.00
Liability Check	EFT	9/8/2020	WA St Dept of Retirement Systems		PERS Retirement	11,191.03
Credit Card Charge	9356	9/8/2020	Amazon	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	886.20
Liability Check		9/9/2020	QuickBooks Payroll Service		Payroll	20,317.09
Credit Card Charge	9351	9/9/2020	Amazon	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	29.52
Bill Pmt -Check	20524	9/10/2020	4th Corner Nursery	DISTRICT SERVICES:A097 - Plant Sale	5313401 · Plants for Resale	598.75
Bill Pmt -Check	20525	9/10/2020	A & L Western Agricultural Laboratories	DISTRICT SERVICES:A098 - Soil Tests	5314117 · Soil Testing	184.80
Bill Pmt -Check	20526	9/10/2020	Comcast	UNRESTRICTED:A010-Overhead	Internet and Telephone	384.94
Bill Pmt -Check	20527	9/10/2020	Community Farmland Trust	DISTRICT SERVICES:A099 - Equipment Rental	5314501 · Office Rent	260.00
Bill Pmt -Check	20528	9/10/2020	Kiana Sinner_V	WSCC:W030 - Skookumchuck:W030.3	5314304 · Mileage	32.20
Bill Pmt -Check	20529	9/10/2020	Leah Kellogg	UNRESTRICTED:A010-Overhead	5314304 · Mileage	142.12
Bill Pmt -Check	20530	9/10/2020	Marguerite Abplanalp	WSCC:W080 - NRI Cost Share:W080.2	5314304 · Mileage	70.76
Bill Pmt -Check	20531	9/10/2020	Mason Conservation District	WSCC:W060 - Shellfish Cost Share:W060.4	5314100 · Professional Services	194.98
Bill Pmt -Check	20532	9/10/2020	Mountain Mist	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	21.83
Bill Pmt -Check	20533	9/10/2020	Petrocard	UNRESTRICTED:A120-Vehicles	5313201 · Vehicle Fuel	45.40
Bill Pmt -Check	20534	9/10/2020	Puget Sound Energy	UNRESTRICTED:A010-Overhead	Electricity and Gas	266.04
Bill Pmt -Check	20535	9/10/2020	Regence - Life Insurance		5312017 · Life Insurance	41.10
Bill Pmt -Check	20536	9/10/2020	Ricoh USA, Inc.	UNRESTRICTED:A010-Overhead	5314503 · Equipment Leases	185.51
Bill Pmt -Check	20537	9/10/2020	Terry's Automotive Group	UNRESTRICTED:A120-Vehicles	5354803 · Vehicle Maintenance	488.50
Bill Pmt -Check	20538	9/10/2020	United Concordia Insurance Co		5312012 · Dental Benefits	1,143.28
Bill Pmt -Check	20539	9/10/2020	WA St University Energy Program	UNRESTRICTED:A010-Overhead	5314103 · Computer Services	1,325.93
Bill Pmt -Check	20540	9/10/2020	Whitlock Limited Partnership 1	UNRESTRICTED:A010-Overhead	5314501 · Office Rent	4,108.00
Credit Card Charge	9324	9/10/2020	Zoom	GREEN:TCC:G019.28 Dawkins	Software Licenses	114.80

Type	Num	Date	Name	Funding Source	Account	Paid Amount
Credit Card Charge	9352	9/10/2020	Amazon	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	29.52
Credit Card Charge	9350	9/10/2020	Intuit	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	1,539.09
Check	EFT	9/14/2020	Regence - Health Care		5312011 · Medical Benefits	4,998.35
Credit Card Credit	9331	9/16/2020	Target	DISTRICT SERVICES:A098 - Soil Tests	5314116 · Project Equipment	-33.66
Credit Card Charge	9332	9/18/2020	US Postal Service	RCO:R035 - ESRP Shore Friendly:R035.2 - Task 2	5314202 · Postage & Shipping	110.00
Check	EFT	9/21/2020	Internal Revenue Service	UNRESTRICTED:A010-Overhead	5314111 · Late Fees & Penalties	128.08
Liability Check	EFT	9/22/2020	Internal Revenue Service		Federal Payroll Taxes	6,510.48
Liability Check	EFT	9/22/2020	WA St Dept of Retirement Systems		PERS DCP	575.00
Credit Card Charge	9334	9/23/2020	Crains Office Supply	UNRESTRICTED:A010-Overhead	5314501 · Office Rent	60.21
Liability Check		9/24/2020	QuickBooks Payroll Service		Payroll	19,895.97
Credit Card Charge	9333	9/24/2020	US Postal Service	RCO:R035 - ESRP Shore Friendly:R035.2 - Task 2	5314202 · Postage & Shipping	55.00
Credit Card Charge	9335	9/24/2020	Amazon	WSCC:W030 - Skookumchuck:W030.3	5314107 · Project Supplies	111.36
Credit Card Charge		9/24/2020	Amazon	DISTRICT SERVICES:A030 - District Comms	5314107 · Project Supplies	32.81
Credit Card Charge	9354	9/25/2020	Amazon	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	123.40
Credit Card Charge		9/26/2020	Amazon	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	170.52
Credit Card Charge		9/27/2020	Amazon	DISTRICT SERVICES:A030 - District Comms	5314116 · Project Equipment	78.55
Credit Card Charge		9/28/2020	NAAEE	GREEN:G019-SS GREEN Interlocal	5314302 · Staff - Conference & Training	325.00
Credit Card Charge		9/28/2020	Amazon	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	61.70
Credit Card Charge		9/28/2020	Amazon	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	61.70
Bill Pmt -Check	20541	9/30/2020	All City Cleaning Services	UNRESTRICTED:A010-Overhead	5314104 · Janitorial Services	624.01
Bill Pmt -Check	20542	9/30/2020	Deschutes Law Group	UNRESTRICTED:A010-Overhead	5314101 · Legal Fees & Services	2,000.00
Bill Pmt -Check	20543	9/30/2020	Hach Company	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	532.40
Bill Pmt -Check	20544	9/30/2020	Leah Kellogg	UNRESTRICTED:A010-Overhead	5314304 · Mileage	142.89
Bill Pmt -Check	20545	9/30/2020	Marguerite Abplanalp	Livestock and NRI Cost Share	5314304 · Mileage	63.83
Bill Pmt -Check	20546	9/30/2020	Minuteman Press	RCO:R035 - ESRP Shore Friendly:R035.2 - Task 2	5314203 · Printing Services	283.59
Bill Pmt -Check	20547	9/30/2020	Northwest Marketing Resources, Inc		5312011 · Medical Benefits	1,097.45
Bill Pmt -Check	20548	9/30/2020	Pioneer Fire & Security, Inc	UNRESTRICTED:A010-Overhead	5314704 · Security Monitoring	78.77
Bill Pmt -Check	20549	9/30/2020	Regence - Life Insurance		5312017 · Life Insurance	41.10
Bill Pmt -Check	20550	9/30/2020	Ricoh, USA Inc - Usage	UNRESTRICTED:A010-Overhead	5313102 · Photocopier Usage	69.94
Bill Pmt -Check	20551	9/30/2020	Verizon	UNRESTRICTED:A010-Overhead	5314201 · Telephone	432.18
Bill Pmt -Check	20552	9/30/2020	VSP - Vision Care	UNRESTRICTED:A010-Overhead	5312011 · Medical Benefits	89.43
Credit Card Charge		9/30/2020	Mail Chimp	DISTRICT SERVICES:A030 - District Comms	Software Licenses	29.53



Thurston Conservation District **RESOLUTION**

Resolution #2020-09

Subject: 20-1905 | Independence Valley ASRP Project Development

**A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT, WASHINGTON, ON THE
SUBJECT AUTHORIZATION FOR THE APPLICATION OF THE INDEPENDENCE VALLEY
ASRP PROJECT DEVELOPMENT**

WHEREAS, the Board of Supervisors of the Thurston Conservation District ("District") operates under the laws of the State of Washington applicable to conservation districts; and,

WHEREAS, the District is governed by a five-member board, as set out in Chapter 89.08 RCW; and,

WHEREAS, the District submits the Independence Valley ASRP Project Development proposal to the Recreation and Conservation Office of the State of Washington for funding,

THEREFORE, THE BOARD OF SUPERVISORS OF THE THURSTON CONSERVATION DISTRICT, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

The Thurston Conservation District acknowledges and authorizes the responsibilities and duties as outlined in the attached Applicant Resolution/Authorization form provided by the Recreation and Conservation office of the State of Washington.

**ADOPTED AT A REGULAR BOARD MEETING BY THE BOARD OF THE THURSTON
CONSERVATION DISTRICT ON OCTOBER 22ND, 2020.**

TJ Johnson, Board Chair

Helen Wheatley, Board Member

Betsie DeWreede, Vice Chair

Doug Rushton, Board Member

David Iyall, Board Auditor

ATTEST:

Sarah Moorehead, Executive Director

Project Sponsor: Thurston Conservation District
Project Title: Independence Valley Project Development

Project Number: 20-1905P
Approval Date: 10/08/2020

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Thurston Conservation District (Sponsor, and primary Sponsor), 2918 Ferguson St SW Ste 1 A, Tumwater, WA 98512, and shall be binding on the agents and all persons acting by or through the parties.

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

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

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

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

PURPOSE OF AGREEMENT

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

DESCRIPTION OF PROJECT

This Thurston Conservation District proposal builds landowner partnerships in the Independence Valley Community to explore restoration opportunities along the Lower Chehalis River and to develop projects for future implementation. Thurston Conservation District will work with existing and new landowner partners to identify potential restoration activities while also exploring opportunities to support ongoing sustainable agriculture. This proposal is the first phase of a multi-phase effort to identify collaborative restoration opportunities and to support an active and valued agricultural community. Potential habitat project development will focus on the Lower Chehalis River, including in-stream mainstem work as well as barrier removals on tributaries and enhancement of associated riparian areas, wetlands and floodplains between River Miles 52 and 54. The project area has documented spawning of fall and spring-run Chinook, documented presence of Coho, and documented rearing of Steelhead.

PERIOD OF PERFORMANCE

The period of performance begins on May 15, 2020 (project start date) and ends on December 31, 2021 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

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

STANDARD TERMS AND CONDITIONS INCORPORATED

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

LONG-TERM OBLIGATIONS

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

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$93,600.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - CBS Habitat Rest. Project	100.00%	\$93,600.00	State
Total Project Cost	100.00%	\$93,600.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

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

AMENDMENTS TO AGREEMENT

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

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

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

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

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

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

- Reimbursements - Manual 8
- Restoration Projects - Manual 5

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

SPECIAL CONDITIONS

- Design Deliverables:

The Sponsor will complete and submit the required deliverables for a planning project with the objective to complete the final project design as outlined in RCO's Manual 18 Appendix D for Salmon Recovery Grants.

Preliminary Design: The Sponsor is required to submit to their SRFB grants manager, the preliminary design deliverables before progressing to the final design phase of the project.

1. Preliminary design report, drawings, and engineering cost estimate.
2. Permit applications (optional).
3. Cultural resources review if ground disturbing activities are required for design work (i.e. geotechnical borings).

Final Design: The Sponsor is required to complete the following tasks and submit the listed deliverables below to complete the final design of a project.

1. Final design report and drawings.
2. Technical specifications.
3. Final construction quantities and costs.
4. Contract bidding documents and general contract conditions (unless the project will be built by sponsor crew).
5. Construction permits (optional).

- WDFW will review draft and final designs. Approval of these designs are required by WDFW before beginning implementation.

- Program Guidance

In addition to the guidance manuals listed in the Grant Agreement, the sponsor agrees to manage the project consistent with requirements outlined in RCO's request for proposals #1905, and all guidance manuals referenced within this request for proposals, unless there is prior approval from WDFW and the ASRP Steering Committee.

- Time extensions

Funding for this project is appropriated through June 30, 2021. This agreement may be extended to include work thereafter, as needed and if funding is available.

- Cultural Resources

In accordance with the objectives outlined in the Interagency Agreement (IAA #21-13) between the Recreation and Conservation Office (RCO) and Washington Department of Fish and Wildlife (WDFW), WDFW shall function as the lead agency for insuring compliance with Governor's Executive Order 0505 or Section 106 of the National Historic Preservation Act. ASRP grant recipients must work with WDFW staff to ensure that cultural resources review and consultation is completed in accordance with the applicable regulations. Documentation of such review shall be attached to the PRISM project. Cultural resources compliance must be demonstrated prior to conducting ground disturbance or demolition. For acquisitions projects full grant reimbursement will be withheld until compliance is demonstrated.

AGREEMENT CONTACTS

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

Sponsor Project Contact

Karin Strelhoff

2918 Ferguson St. Ste. A
Tumwater, WA 98512
karin@thurstoncd.com

RCO Contact

Brandon Carman
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
brandon.carman@rco.wa.gov

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

ENTIRE AGREEMENT

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

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for project 20-1905, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

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

Thurston Conservation District

By: _____

Date: _____

Name (printed): _____

Title: _____

State of Washington Recreation and Conservation Office

By: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By: _____

Assistant Attorney General

Date: 07/01/2020

Project Sponsor: Thurston Conservation District
Project Title: Independence Valley Project Development

Project Number: 20-1905P
Approval Date: 10/08/2020

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Planning Metrics

Worksite #1, Project Development

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Washington Coast ESU, Coho Salmon-unidentified ESU, Steelhead-Washington Coast DPS

Targeted species (non-ESU species):

Cutthroat, Rainbow

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

1200.0

Approximate area in which landowners will be engaged and projects developed

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

2.00

River Miles 52-54

Equipment

Purchase miscellaneous equipment

Number of miscellaneous equipment items :

100

Describe the miscellaneous equipment being purchased:

Surveying stakes and 1-2 pairs of waders or other relevant site assessment gear.

Restoration Planning And Coordination Project

Conducting habitat restoration scoping and feasibility studies (B.1.b.8)

Project Identified in a Plan or Watershed Assessment (B.1.b.8.a):

The Lower Chehalis River Ecological Region is identified in the Chehalis Basin Strategy (section 5.5) as having impaired hydrology, floodplain connectivity, riparian condition and water quality, with high restoration potential. This proposal seeks to address those impairments.

Project is not specifically identified in ASRP Phase 1 Strategy but actions are prioritized.

Priority in Recovery Plan (B.1.b.8.b) (1211):

Chehalis Basin Strategy, priority area Lower Chehalis River Ecological Region (section 6.3.1).

Name and Description of Plan (2299):

Chehalis Basin Strategy, Aquatic Species Restoration Plan Phase I: November 2019.

Project Sponsor: Thurston Conservation District
Project Title: Independence Valley Project Development

Project Number: 20-1905P
Approval Date: 10/08/2020

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	05/15/2020	
	Data Gathering Started	12/01/2020	
	Annual Project Billing Due	12/30/2020	
	Progress Report Due	12/30/2020	
	Progress Report Due	03/30/2021	
	Progress Report Due	06/30/2021	
	Annual Project Billing Due	06/30/2021	
	Progress Report Due	09/30/2021	
	Other	10/01/2021	Data Gathering Complete
	Other	11/01/2021	Final list of conceptual projects
	Draft Design to RCO	11/01/2021	Draft list of conceptual projects
	Cultural Resources Complete	12/31/2021	If any ground disturbing activities are planned to occur, refer to the Special Conditions in this project's Agreement.
	Special Conditions Met	12/31/2021	
	Agreement End Date	12/31/2021	
	Final Billing Due	03/30/2022	
	Final Report Due	03/30/2022	

Project Sponsor: Thurston Conservation District
Project Title: Independence Valley Project Development

Project Number: 20-1905P
Approval Date: 10/08/2020

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions of the Recreation and Conservation Office as of 07/08/2020.

CITATIONS, HEADINGS AND DEFINITIONS

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

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

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

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

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

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

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

C.F.R. – Code of Federal Regulations

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

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

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

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

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

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

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

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

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

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

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

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

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

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

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

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

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

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

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

project area – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

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

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

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

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

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

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

RCW – Revised Code of Washington

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

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

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

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

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

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

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

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

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

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

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

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

RESPONSIBILITY FOR PROJECT

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

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

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

INDEMNIFICATION

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

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

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

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

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

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

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

INDEPENDENT CAPACITY OF THE SPONSOR

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

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

CONFLICT OF INTEREST

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

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

COMPLIANCE WITH APPLICABLE LAW

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

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

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as

may apply.

- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. Non ground disturbing projects (such as acquisition or planning project) all cultural resources requirements must be met prior to final reimbursement.
- D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 05-05 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
- 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- F. Discovery
- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
 - 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

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

PROJECT FUNDING

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

PROJECT REIMBURSEMENTS

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

Sponsor.

- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

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

INCOME (AND FEES) AND USE OF INCOME

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

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
- 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;

- 3) Specify in the notice the general procedure and criteria for selection; and
- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

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

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

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

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

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

ORDER OF PRECEDENCE

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

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

LIMITATION OF AUTHORITY

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

WAIVER OF DEFAULT

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

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

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

SPECIFIC PERFORMANCE

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

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

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

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

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

C. Rights of Remedies of the RCO.

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

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

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

DISPUTE HEARING

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

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

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

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

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

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

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

ATTORNEYS' FEES

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

GOVERNING LAW/VENUE

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

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF AGREEMENT

This is the end of the agreement.



Thurston Conservation District **RESOLUTION**

Resolution #2020-10

Subject: 20-1908 | Riverbend Ranch ASRP Project Development

**A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT, WASHINGTON, ON THE
SUBJECT AUTHORIZATION FOR THE APPLICATION OF THE RIVERBEND RANCH ASRP
PROJECT DEVELOPMENT**

WHEREAS, the Board of Supervisors of the Thurston Conservation District ("District") operates under the laws of the State of Washington applicable to conservation districts; and,

WHEREAS, the District is governed by a five-member board, as set out in Chapter 89.08 RCW; and,

WHEREAS, the District submits the Riverbend Ranch ASRP Project Development proposal to the Recreation and Conservation Office of the State of Washington for funding,

THEREFORE, THE BOARD OF SUPERVISORS OF THE THURSTON CONSERVATION DISTRICT, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

The Thurston Conservation District acknowledges and authorizes the responsibilities and duties as outlined in the attached Applicant Resolution/Authorization form provided by the Recreation and Conservation office of the State of Washington.

**ADOPTED AT A REGULAR BOARD MEETING BY THE BOARD OF THE THURSTON
CONSERVATION DISTRICT ON OCTOBER 22ND, 2020.**

TJ Johnson, Board Chair

Helen Wheatley, Board Member

Betsie DeWreede, Vice Chair

Doug Rushton, Board Member

David Iyall, Board Auditor

ATTEST:

Sarah Moorehead, Executive Director

Item

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WACD and NACD Update for the
Thurston Conservation District October 22, 2020 virtual meeting

NACD

NACD 2021 and 75th Annual Meeting will be held in New Orleans, Louisiana Feb. 6-10, 2021. NACD continues monitoring local, state and federal guidelines related to COVID-19 (corona virus). Top priority is providing a safe and healthy environment for all participants, and NACD will continue to share information as it becomes available. Sign up for email updates about the meeting on this [page](#).

NACD Pacific Zoom scheduled for November 3.

Specifics on the zoom meeting and other information:

<https://nacdn2.zsystems.com/np/clients/nacdn2/neonPage.jsp?pagelid=24&>

NACD Summer Meeting is July 24-27, 2021 in Chicago.

WACD

WACD Area Meetings <https://www.wadistricts.org/events/2020-10>

October 13: North Central Area Association of Conservation Districts (Grant CD)
October 15: Southwest Area Association of Conservation Districts (Cowlitz CD)
October 20: Northeast Area Association of Conservation Districts (Stevens County CD)
October 21: Northwest Area Association of Conservation Districts (Whatcom CD)
October 28: Southeast Area Association of Conservation Districts (Pine Creek CD)
October 29: South-Central Area Association of Conservation Districts (North Yakima CD)

WACD Tidbits

-] **Weekly WACD Newsletter – (5 Things to Know)** - subscribe at <https://www.wadistricts.org/subscribe>
-] Next WACD board meeting is November 16 (Zoom format).
-] **Annual Meeting.** Conference starts Monday, November 30 and ends Wednesday, December 2. Watch for information on WACD webpage. <https://www.wadistricts.org/>
-] **Strategic Plan progressing.** Mission and values agreed and working on “Principles” and goals/scorecard.
-] **State budget forecast** out on September 23rd which influences the [Conservation Commission](#) budget which affects WACD budget. Commission has submitted budget request to Governor’s Office. See [Commission website](#) for specific information.

Item

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Thurston Conservation District
Proposed 2021 Consolidated Budget
October 12, 2020

Income

Unrestricted

District Services	27,550
WSSC Implementation	47,801
Rates and Charges	551,475
Overhead	106,298
Unrestricted Total	733,124

2020 Cash Surplus 50,000

Restricted

ESRP Shore Friendly	182,338
ASRP Independence	79,025
ASRP Riverbend	73,464
DOE Deschutes	127,469
US Frogs and Farmers	75,000
Livestock	21,900
Skookumchuck	281,596
Chehalis	107,756
Shellfish Cost Share	118,375
CREP	31,391
NRI Cost Share	27,300
JBLM - SLP	12,689
Home Grown Yelm	21,154
Orca Recovery	1,565
VSP	22,230
Shellfish NTA	52,100
NTAqua	182,900
Riparian NTA	3,750
South Sound Green	147,538
Restricted Total	1,569,540

Income Total 2,352,664
Budget Surplus 0

Expense

Unrestricted

Administrative Salaries & Benefits	206,241
Professional Services	65,553
Facility, Vehicles and Maintenance	104,500
Supplies	12,700
Conferences, Trainings & Travel	7,000
Insurance and Banking	21,500
Savings	75,000
Unrestricted Total	492,494

Program Allocations

South Sound Green	46,300
TCD VSP	40,000
TCD Cost Share	5,000
Stewardship TA	35,708
Working Lands Preservation Initiative	13,000
CTA (Orca Recovery)	5,556
Cost Share Administration	6,527
Outreach, Education & Communications	69,569
Plant Sale	27,653
Soil Testing and Equipment Rental	34,816
Elections	6,500
Program Allocations Total	290,629

Restricted

Salaries & Benefits	697,063
Overhead	103,798
Travel	18,402
Goods & Services	323,588
Cost Share	268,670
Construction	158,019
Restricted Total	1,569,540

Expense Total 2,352,663

Thurston Conservation District
Proposed 2021 Unrestricted Budget
October 12, 2020

Line		2020 Revised	2021 Budget	Increase / Decrease	Notes
1.0	Income				
1.1	3431100 · Retail Sales				\$27,550
1.1.1	3411140 · TCD Equipment Rentals	2,068	3,000	932	
1.1.2	3431130 · Soil Testing	1,679	3,000	1,321	
1.1.3	3431120 · Rental Income	1,785	1,500	-285	
1.1.4	3611120 · Interest on Savings	34	50	16	
1.1.5	3431110 · Plant Sales	19,392	20,000	608	
1.1.6	Private Contributions	1,250	0	-1,250	
1.2	3300000 · Grant Revenue				\$47,801
1.2.1	3340000 · State Grants	53,204	47,801	-5,403	Implementation and CTA funding may not be renewed in July 2021.
1.3	3685200 · Rates & Charges	551,475	551,475	0	\$551,475
1.4	Overhead				\$106,298
1.4.1	5314999 · Salary Overhead from Grants	98,288	103,798	5,509	
1.4.2	5966699 · Vehicle Overhead from Grants	2,472	2,500	28	
1.5	Total Income	731,648	733,124	1,476	

2.0	2020 Cash Surplus		50,000	50,000	
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3.0	Program Allocations				
3.1	South Sound Green	46,300	46,300	0	
3.2	TCD VSP	40,000	40,000	0	
3.3	TCD Cost Share	5,000	5,000	0	
3.4	Stewardship Technical Assistance	23,005	35,708	12,703	
3.5	Working Lands Preservation Initiative	3,000	13,000	10,000	Land use analysis, grant match
3.6	CTA (Orca Recovery)	11,111	5,556	-5,555	
3.7	Cost Share Administration	0	6,527	6,527	Will start tracking in 2021
3.8	Outreach, Education and Communications	47,277	69,569	84,761	Under budgeted District Services in 2020 and will start tracking District Comms in 2021
3.9	Plant Sale		27,653		
3.10	Soil Health Program (Testing & Equipment Rental)		34,816		
3.11	5355001 · Elections Expense	6,500	6,500	0	Permanent and Seasonal Staff, Printing and Advertising
3.12	Total Program Allocations	182,193	290,629	108,436	

Thurston Conservation District
Proposed 2021 Unrestricted Budget
October 12, 2020

Line		2020 Revised	2021 Budget	Increase / Decrease	Notes
4.0	Expense				
4.1	Administrative Salaries & Benefits				\$206,241
4.1.1	Administrative Staff General Admin	215,860	165,042	-50,818	
4.1.2	Project Staff General Admin	18,000	41,199	23,199	Includes PPRs, Staff Training, Employee Recruitment, WFSE, Funding Development, Envirothon, JEDI Work
4.2	Professional Services				\$65,553
4.2.1	5314101 · Legal Services	25,000	25,000	0	
4.2.2	5314102 · Audit & Accounting	4,000	3,000	-1,000	
4.2.3	5314103 · Computer Services	15,500	20,000	4,500	
4.2.4	5314100 · Professional Services	10,000	7,000	-3,000	FCS, Salary Study
4.2.5	JEDI Work		10,553	10,553	Based on Pierce JEDI investment.
4.2.6	5314400 · Advertising	5,500	0	-5,500	These expenses are now in the Education and Outreach Allocation.
4.2.7	5314117 · Soil Testing Lab	1,619	0	-1,619	These expenses are now included in the Soil Testing Allocation
4.3	Facility, Vehicles and Maintenance				\$104,500
4.3.1	5314104 · Janitorial Services	5,000	3,000	-2,000	
4.3.2	5314501 · Office Rent	52,000	52,000	0	
4.3.3	5314700 · Utilities	6,000	6,000	0	
4.3.4	5314503 · Equipment Leases	3,050	3,000	-50	
4.3.5	5314504 · Vehicles	15,000	15,000	0	Lease or purchase a vehicle.
4.3.6	5314200 · Communications	11,000	11,000	0	
4.3.7	5313102 · Photocopier Usage	2,500	2,500	0	
4.3.8	5354800 · Repairs & Maintenance	5,000	1,500	-3,500	Most of these expenses now in the Equipment Rental Allocation.
4.3.9	Computer Hardware Purchases	10,000	6,000	-4,000	
4.3.10	Computer Software	3,400	3,500	100	
4.3.11	Equipment & Office Furniture	6,000	1,000	-5,000	Most of these expenses now in the Equipment Rental Allocation.
4.3.12	Road Signs	1,000	0	-1,000	
4.3.13	Board Tablets	4,690	0	-4,690	
4.4	Supplies				\$12,700
4.4.1	5313101 · Office Supplies	3,500	3,000	-500	
4.4.2	5314202 · Postage & Shipping	1,000	1,500	500	
4.4.3	5313401 · Plants for Resale	15,000	0	-15,000	These expenses are now in the Plant Sale Allocation.
4.4.4	5314901 · Meetings & Events	1,000	200	-800	Most of these expenses are now in the Plant Sale Allocation.
4.4.5	5314902 · Organizational Dues & Licenses	7,500	7,500	0	NACD, WACD, TRPC, WCS, MRSC, WACD SW
4.4.6	Board Meeting Snacks	500	500	0	Off-site Board Meetings for foreseeable future.
4.5	Conferences, Training and Travel				\$7,000
4.5.1	5314302 · Staff Conference & Training Fees	2,500	2,000	-500	
4.5.2	Board Conference and Training Fees	2,500	2,000	-500	
4.5.3	5314300 · Staff Travel	2,500	2,000	-500	
4.5.4	Board Travel	1,500	1,000	-500	

Thurston Conservation District
Proposed 2021 Unrestricted Budget
October 12, 2020

Line		2020 Revised	2021 Budget	Increase / Decrease	Notes
4.6	Insurance and Banking				\$21,500
4.6.1	5314110 · Bank Fees & Interest Charges	1,000	1,000	0	
4.6.2	5314600 · Liability Insurance Premiums	15,336	20,000	4,664	
4.6.3	5314111 · Late Fees & Penalties	500	500	0	
4.7	Savings				\$75,000
4.7.1	Reserve Fund	65,000	37,500	-27,500	As of end of 2020, Balance will be \$130,000.
4.7.2	Conservation Education Center Savings Plan	10,000	37,500	27,500	As of end of 2020, Balance will be \$20,000.
5.0	Total Expense and Savings	549,455	492,494	-56,960	
6.0	Net Income (Surplus or Deficit)	0	0		

Thurston Conservation District
Proposed 2021 Restricted Budgets
October 12, 2020

			Salaries & Benefits	Overhead	Travel	Goods & Services	Cost Share & Grants	Construction & Landscaping	Total
RCO	ESRP Shore Friendly	R035	97,875		4,792	70,671	9,000		182,338
	ASRP Independence	R040	25,681		2,008	51,336			79,025
	ASRP Riverbend	R050	14,059		520	58,885			73,464
DOE	Deschutes	E100	44,959	8,976	2,037	29,088		42,409	127,469
Federal	Frogs on Farms	US080					75,000		75,000
WSCC	Livestock	W025	17,195	4,299	407				21,900
	Skookumchuck	W030	64,263	16,066	1,600	84,667		115,000	281,596
	Chehalis	W050	85,726	21,431	475	124			107,756
	Shellfish Cost Share	W060	5,315	1,329	250	0	111,482		118,375
	CREP	W070	19,924	4,981	599		5,888		31,391
	NRI Cost Share	W080	0	0	0	0	27,300		27,300
Misc	JBLM - SLP	M075	11,490	1,149	50				12,689
	Home Grown	M090	16,971	2,291	162	1,731			21,154
	Orca Recovery	M060	1,343		16	206		0	1,565
Thurston County	VSP	TC400	17,704	4,426	101	0			22,230
	Shellfish NTA	TC600	41,253	10,313	534	0			52,100
	Riparian NTA	TC650	2,390	598	0	762			3,750
	NTAqua	TC700	111,760	27,940	3,000	200	40,000		182,900
Green	Green	Green	119,158		1,852	25,919		609	147,538
Total			697,063	103,798	18,402	323,588	268,670	158,019	1,569,540

Thurston Conservation District
Proposed 2021 Restricted Staffing Plan
October 12, 2020

Position	FTE	Notes
Exec Director	1	
Admin Assistant	1	
Accountant	0.6	
Accounting Assistant	0.5	
Program Manager	1	
Education Assistant	1	
Education & Outreach Specialist	1	
Education & Outreach Assistant	1	
Habitat Specialist	1	
Engineer	0.5 to 0.75	
Habitat Specialist	1	
Natural Resource Technician	1	
Conserve Program Manager	1	
Natural Resource Specialist	1	
Natural Resource Technician	1	
Total	13.5 to 13.75	

Item

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Protocol for Site Visits and Field Work

We don't yet know when Governor Inslee will fully lift restrictions from the "Stay Home, Stay Healthy" order that will permit our employees to conduct regular in-office / on-site work. What we do know is — when restrictions are lifted — we all must continue to be careful to avoid catching and spreading COVID-19. We are actively monitoring [Thurston County Public Health and Social Services announcements on the progression of Thurston County through the phases](#) of the [Safe Start Plan](#) and responding accordingly. Currently, the following are TCD's expectations for site visits and field work conducted by TCD staff.

Our first priority is the health and safety of everyone.

We're taking seriously the workplace recommendations from health care authorities in order to best protect you. Below are some protocols that TCD staff must follow to ensure we take good care of ourselves and our community. Specific protocols around sanitation, hygiene, and illness follow guidance from the [Center for Disease Control \(CDC\)](#) and [Occupational Safety and Health Administration \(OSHA\) Guidance on Preparing Workplaces for COVID-19](#).

Protocols will be revised as necessary based on changes in the COVID-19 situation.

All TCD Employees:

-) Site visits should be primarily conducted outdoors, or in covered open-air settings if possible.
-) Social distancing (minimum 6ft) and all other CDC guidelines must be followed for any in-person visits. Masks must be worn when in the company of others and when indoors.
-) Until further notice, continue to avoid large in-person gatherings. Continue to participate via web and/or phone as appropriate.
-) If an employee is ill, they should reschedule all in-person work, until they are well again. This ranges from 48 hours post fever or other symptoms, to longer quarantine periods should an employee be exposed to or confirmed positive for COVID-19.
 - o For shared agency vehicles, clean all high-touch surfaces with EPA-approved cleaner before and after vehicle use (see CDC guidance on disinfecting vehicles). High-touch surfaces include: keys, steering wheel, gear shift, console, door handles (interior and

exterior), arm rests, seatbelt hardware, turn signal arms, window / lock controls, wiper controls.

Questions, concerns, or ideas?

Please contact Executive Director if you have questions or concerns about these protocols or if you have suggestions for other measures we could take to improve workplace safety:

Sarah Moorehead
Executive Director
Thurston Conservation District
smoorehead@thurstoncd.com
360.754.3588

Thank you for your patience and resolve as we continue to adapt and create a safe work space for everyone together. Thank you in advance for helping to keep our team safe!

Item

8



October 24th, 2020

Thurston Regional Planning Council

2424 Heritage Ct SW, Ste A

Olympia, WA 98502

RE: Thurston Climate Mitigation Plan

Dear Thurston Regional Planning Council,

The Thurston Conservation District applauds this initiative to reduce greenhouse gas pollution in Thurston County and stem the accelerating pace of climate disruption.

There is much we can do directly at the local level to reduce the carbon footprint. The Thurston Climate Mitigation Plan (TCMP) helps frame effective actions our local governments can take, cooperating with each other to achieve the strongest outcomes.

The Thurston Conservation District appreciates the opportunity to serve on the Climate Advisory Work Group for the TCMP). Our concerns and contributions are well represented in the draft plan. These are early steps down a long road. We anticipate that the importance of conservation will gain increasing recognition in local climate policies and projects as the county moves forward.

Farms and rural lands, like our trees, tidelands, and wetlands, provide a range of climate mitigation benefits throughout the county. The importance of urban conservation and climate equity is emerging as a central theme of climate policy and planning. Conservation blends mitigation and adaptation co-benefits. Local resources support local people in ways that Thurston County residents can participate in, enjoy, and build into a sustainable economy through local action.

The draft TCMP makes it clear that, in addition to emissions reduction, greenhouse gas storage and sequestration are local strategies needed to achieve significant results. The targets cannot be

met without incorporating natural solutions. Putting strategies such as tree canopy preservation and afforestation into effect right now, assures that they will achieve the optimal results as we move toward 2050. Green infrastructure is a particular priority for youth.

The science and practice of climate mitigation is moving quickly, like the climate crisis itself. Very recently, ICLEI USA, which provided the emissions inventory tool used for the TCMP, added a protocol for tree carbon and has begun to provide training in developing this tool for local use. This was not available when the TCMP draft was developed. Even without the most up to date tools, however, there is ample scientific support for building sequestration and storage into climate mitigation policy. For example, according to the US Forest Service, forests and harvested wood products sequester over 14% of US carbon dioxide emissions every year and store the equivalent of over three decades' worth of fossil fuel emissions.

Most terrestrial sequestration and storage is done by trees and soils, including forest soils. It is very likely that trees in Thurston County sequester a much greater percentage of our local emissions than the national average, despite deforestation. Mature trees and second growth coniferous forests in the county are especially important for achieving optimum sequestration and storage over the next thirty years and beyond. While canopy counting is an important start, tree and forest policies should encompass the mitigation work of trees both above and below ground. Conservation of existing forest and carbon-rich soil resources is essential.

The draft mitigation plan wisely calls out the need to collect data to build a baseline. We do not yet have the local data to inform policy with the same place-based reliability as we have for counting emissions from the built environment. The past decade has seen tremendous progress in modeling natural carbon, especially trees and forests. We expect a similar explosion of research in soil carbon modeling, including urban soils. But that work, including quantifying the importance of “blue” (tideland) and “teal” (wetland) carbon, has just begun.

Fortunately, we do not need to wait for modelling in order to take action. We can combine scientific expertise with local knowledge and experience. The Thurston Conservation District always strives to put science together with local community action. We encourage local governments and agencies to put our expertise to work and tap into the Conservation District as a resource for climate mitigation plans and projects.

Biological health is key to optimizing sequestration and storage. For example, healthy wetlands sequester and store carbon at a very high rate, while unhealthy wetlands emit methane. Managing the flow of nutrients, conserving resources, and restoring ecological function helps optimize climate mitigation, while less optimal management causes release of greenhouse gases. In regard to trees, we wholeheartedly support A5.1 (reforestation and afforestation), A6.5 (municipal Canopy) and A6.9 (tree canopy preservation), but believe that all three need some

refinement to achieve optimum success. Fundamentally, healthy trees require healthy soils, and supporting the right trees in the right places makes a big difference. To achieve sequestration and storage goals most effectively, we recommend an emphasis on preserving existing trees and forests, including support for tree conservation by small landowners, including urban landowners and developers.

Approximately two thirds of Thurston County residents live in urban areas. They receive climate benefits from green infrastructure even in urban densities. As emissions goals are met in the transportation and building sectors, we believe that climate mitigation and climate adaption strategies will converge even more. Climate equity, benefits to youth, reduced costs from substituting green for “gray” infrastructure such as storm water mitigation, environmental co-benefits, and even direct reduction in greenhouse gases themselves, are all important reasons to close the carbon cycle through sequestration and storage in urban areas.

Healthy urban farms and gardens, green spaces and trees capture greenhouse gases, reduce heat island effects and moderate temperatures, reduce waste, improve human health, and change energy consumption patterns. Urban forestry and similar urban conservation activities, as well as conservation on our existing farms, tidelands, streams and forests, create jobs and promote economic sustainability. Unhealthy urban outdoor spaces and high percentages of impervious surface can have the opposite effect, and contribute significantly to climate injustice. Urban areas must be both dense and green.

At the Thurston Conservation District, with our emphasis on voluntary action, we see the enthusiasm of this community to make the county a clean, healthy, sustainably productive place. We strive to support wildlife corridors and buffers. We promote land conservation over land conversion. We see how environmental health can spring back dramatically with measured investment and very achievable modifications in how we manage our resources.

There is vast potential to draw from the knowledge and experience of people throughout the county who do restorative work with the land and waters in big and small ways, every day.

While this plan represents a step in the right direction towards addressing climate change in our community, it is only a first step. This region has developed many other good plans to respond to other important policy challenges over the years. However, often these plans have failed to have a meaningful impact due to insufficient political commitment and a lack of sustained financial resources for implementation. We urge that when this plan is eventually adopted by the steering committee that there also be a corresponding mechanism for ensuring its adoption by every jurisdiction in the county, as well as a clear commitment to using existing resources, and securing sufficient additional resources, to ensure success of the plan. In the absence of ongoing political support and sustained and sufficient funding for implementation this plan could become

yet another example of a good plan that ultimately made no difference. The stakes are too high to allow that to happen.

Natural climate solutions are not an extra in climate mitigation. They are absolutely necessary. When we include conservation as a priority, we still have the chance to close the loop on our local carbon cycle and harness the region's capacity to produce prodigious "above ground" and "below ground" biomass and hold it in place. We hope that, as emission reduction goals are met, the implementation of the Thurston Climate Mitigation Plan now will turn sequestration, storage, and resilience into the watchwords of our local climate mitigation. Unfortunately, we are already at a point where emissions reduction is no longer enough to achieve climate stabilization. By including conservation and restoration with climate mitigation action, Thurston County can chart a path toward negative emissions in the near future. The Thurston Conservation District looks forward to participating in this hopeful and necessary work.

Sincerely,

TJ Johnson
Board Chair
Thurston Conservation District
2918 Ferguson St SW, STE A
Tumwater, WA 98512

Draft comment on Thurston Climate Mitigation Plan

The Thurston ~~County~~ Conservation District applauds this initiative ~~to do what we can in Thurston County~~ to reduce greenhouse gas pollution ~~in Thurston County~~ and stem the accelerating pace of climate disruption.

~~Much of the heaviest lifting on emissions policy requires action at the state, national and global levels. A significant part of the mitigation task for local governments, is to anticipate and prepare to make the most of policies and resources for greenhouse gas reduction as they become available.~~

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~~Yet there~~ There is ~~also~~ much we can do directly at the local level to reduce the carbon footprint ~~in Thurston County~~. The Thurston Climate Mitigation Plan (TCMP) ~~takes an important step toward framinghelps frame~~ effective actions our local governments can take, cooperating with each other to achieve the strongest outcomes.

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~~Conservation districts can contribute to this process. CD's in the United States have been working to prevent the loss of carbon, in what climate science calls the Agriculture, Forestry, and Land Use sector (AFOLU), for over 90 years. Our national network of conservation districts formed in response to the combined environmental crises of soil loss and drought, made vivid by the Dust Bowl that drove so many farmers from the land during the Great Depression. Today, thousands of conservation districts throughout the nation carry out the practical mission of coordinating resources at every level to provide voluntary solutions to conservation challenges, based on local needs and priorities.~~

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~~Reflecting the diversity of our county, the Thurston Conservation District works to assure that the people of Thurston County continue to enjoy healthy soils, water, air and ecosystems. We support prosperous and sustainable working lands, including farms and forests. In addition, we promote community-based conservation and restoration through projects and education. Resilience to climate change is built directly into our vision and strategic plan as a county agency.~~

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~~We~~ The Thurston Conservation District appreciates the opportunity to serve on the Climate Advisory Work Group for the ~~TCMPThurston Climate Mitigation Plan (TCMP)~~. Our concerns and contributions are well represented in the draft plan. These are early steps down a long road. We anticipate that the importance of conservation will gain increasing recognition in local climate policies and projects as the county moves forward.

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~~Farms and rural lands, like our trees, tidelands, and wetlands, provide a range of climate mitigation benefits throughout the county. The importance of urban conservation and climate equity is emerging as a central theme of climate policy and planning. Conservation blends mitigation and adaptation co-benefits. Local resources support local people in ways that Thurston County residents can participate in, enjoy, and build into a sustainable economy through local action.~~

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~~The draft TCMP makes it clear that, in addition to emissions reduction, greenhouse gas storage and sequestration are local strategies needed to achieve significant results. The targets cannot be met without incorporating natural solutions. Putting strategies such as tree canopy preservation and afforestation into effect right now, assures that they will achieve the optimal results as we move toward 2050. Green infrastructure is a particular priority for youth.~~

Draft comment on Thurston Climate Mitigation Plan

The science and practice of climate mitigation is moving quickly, like the climate crisis itself. Very recently, ICLEI USA, which provided the emissions inventory tool used for the TCMP, added a protocol for tree carbon and has begun to provide training in developing this tool for local use. This was not available when the TCMP draft was developed. Even without the most up to date tools, however, there is ample scientific support for building sequestration and storage into climate mitigation policy. For example, according to the US Forest Service, forests and harvested wood products sequester over 14% of US carbon dioxide emissions every year and store the equivalent of over three decades' worth of fossil fuel emissions.

Most terrestrial sequestration and storage is done by trees and soils, including forest soils. Trees and forest soils are a significant part of the Thurston County carbon budget, and it is very likely that trees in Thurston County sequester a much greater percentage of our local emissions than the national average, despite deforestation. Mature trees and second growth coniferous forests in the county are especially important for achieving optimum sequestration and storage over the next thirty years and beyond. While canopy counting is an important start, tree and forest policies should encompass the mitigation work of trees both above and below ground. Conservation of existing forest and carbon-rich soil resources is essential.

The draft mitigation plan wisely calls out the need to collect data to build a baseline. We do not yet have the inventory tools and local data to inform policy with the same place-based reliability as we have for counting emissions from the built environment. But the past decade has seen tremendous progress in modeling tree natural carbon, especially trees and forests. We expect a similar explosion of research in soil carbon modeling, including urban soils. But that work, including quantifying the importance of "blue" (tideland) and "teal" (wetland) carbon, has just begun.

One of the strengths of the Thurston Climate Mitigation Plan is its acknowledgment of how much we have to learn. This is true for much of the AFOLU sector, especially soils, and for our tidelands, wetlands ("teal carbon") and waterways, as well. They are important, yet hard to quantify. For this very reason, Fortunately, we do not need to wait for modelling in order to take action. We can combine the combination of scientific expertise with local knowledge and experience. is very valuable. The Thurston Conservation District always strives to put science and policy together with local community action. We encourage local governments and agencies to put our expertise to work and tap into the Conservation District as a resource for climate mitigation plans and projects.

The significant lag between the science and the need for climate action has been acknowledged by the Intergovernmental Panel on Climate Change (IPCC), which established the emission targets utilized for the TCMP and similar climate action plans around the world. The IPCC places growing emphasis on the importance of indigenous and local knowledge for developing effective policies to curb emissions and adapt to climate change. The gap is illustrated by the public surveys performed early in the TCMP planning process, which showed that Thurston residents see trees as an important part of climate mitigation. This result is consistent with public opinion in climate action plan surveys in other parts of the country, yet trees don't resonate in emissions inventories. Thurston's ICLEI-based inventory shows that building emissions and transportation are 90% of the problem. Very recently, ICLEI has added a protocol for tree carbon and has begun to provide training in developing this tool, but it was not available for developing the TCMP draft.

Local farming, like our trees, tidelands, and wetlands, provides a range of climate mitigation benefits throughout the county that are easy to recognize even if they defy precise measurement and modeling.

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Draft comment on Thurston Climate Mitigation Plan

~~Conservation blends mitigation and adaptation co-benefits. Those benefits can be found everywhere: in urban areas, rural areas, and in our large peri-urban or “rurban” percentage of the county that is urban/rural interface. Biological health is key to optimizing sequestration and storage. Healthy For example, healthy wetlands sequester and store carbon at a very high rate, while unhealthy wetlands emit methane. Managing the flow of nutrients, conserving resources, and restoring ecological function helps optimize climate mitigation, while less optimal management causes release of greenhouse gases. Local resources support local people efficiently. In regard to trees, we wholeheartedly support A5.1 (reforestation and afforestation), A6.5 (municipal Canopy) and A6.9 (tree canopy preservation), but believe that all three need some refinement to achieve optimum success. Fundamentally, healthy trees require healthy soils, and supporting the right trees in the right places makes a big difference. To achieve sequestration and storage goals most effectively, we recommend an emphasis on preserving existing trees and forests, including support for tree conservation by small landowners, including urban landowners and developers.~~

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~~Roughly Approximately two thirds half of our Thurston County residents live in urban areas, cities and towns, and t. They receive climate benefits from “green infrastructure,” even in urban densities. As emissions goals are met in the transportation and building sectors, we believe that climate mitigation and climate adaption strategies will converge even more. Climate equity, benefits to youth, reduced costs from substituting green for “gray” infrastructure such as storm water mitigation, environmental co-benefits, and even direct reduction in greenhouse gases themselves, are all important reasons to close the carbon cycle through sequestration and storage in urban areas.~~

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Healthy urban farms and gardens, green spaces and trees capture greenhouse gases, reduce heat island effects and moderate temperatures, reduce waste, improve human health, and change energy consumption patterns. ~~in many ways. Urban forestry and similar urban conservation activities, as well as conservation on our existing farms, tidelands, streams and forests, create jobs and promote economic sustainability. Unhealthy urban outdoor spaces and high percentages of overabundance of impervious surfaces can have the opposite effect, and can be significant factors in the urban experience contribute significantly to climate injustice. Urban areas must be both dense and green.~~

At the Thurston Conservation District, ~~with our emphasis on voluntary action~~, we see the enthusiasm of ~~this community of individuals to make this the county~~ a clean, healthy, sustainably productive place. We strive to support wildlife corridors and buffers. We promote land conservation over land conversion. We see how environmental health can spring back dramatically with measured investment and very achievable modifications in how we manage our resources.

There is vast potential to draw from the knowledge and experience of people throughout the county who do restorative work with the land and waters in big and small ways, every day.

While this plan represents a step in the right direction towards addressing climate change in our community, it is only a first step. This region has developed many other good plans to respond to other important policy challenges over the years. However, often these plans have failed to have a meaningful impact due to insufficient political commitment and a lack of sustained financial resources for implementation. We urge that when this plan is eventually adopted by the steering committee that there also be a corresponding mechanism for ensuring its adoption by every jurisdiction in the county, as well as a clear commitment to using existing resources, and securing sufficient additional resources, to ensure success of the plan. In the absence of ongoing political support and sustained and sufficient

Draft comment on Thurston Climate Mitigation Plan

funding for implementation this plan could become yet another example of a good plan that ultimately made no difference. The stakes are too high to allow that to happen.

~~We Natural climate solutions are not an extra in climate mitigation. They are absolutely necessary. When we include conservation as a priority, we~~ still have the chance to close the loop on our local carbon cycle and ~~harness~~ ~~unleash~~ the region's capacity to produce prodigious "above ground" and "below ground" biomass and hold it in place. We hope that, ~~as emission reduction goals are met, the implementation of the Thurston Climate Mitigation Plan now will turn twenty years from now,~~ sequestration, storage, and resilience ~~will be into~~ the watchwords of ~~our local~~ climate mitigation. ~~With the right choices now,~~ Unfortunately, we are already at a point where emissions reduction is no longer enough to achieve climate stabilization. By including conservation and restoration with climate mitigation action, Thurston County ~~may can even dare to~~ chart a path toward negative emissions in the near future. The Thurston Conservation District looks forward to participating in this hopeful and necessary work.

~~The Thurston Conservation District supports enacting the framework of the Climate Action Plan as the next of many steps forward. Following that, we encourage integrating sea level rise, adaptation and mitigation plans, and developing robust methods to adapt policies in the county as changes in climate impacts and climate science modeling point toward revisions and adjustments. Above all, we encourage the tremendous renewable energy of our own residents to build a healthy, engaged and sustainable community.~~

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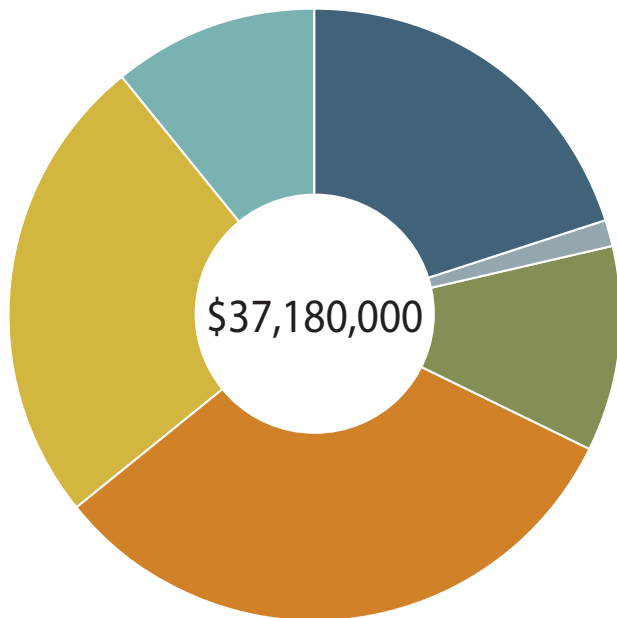
**Thurston Conservation District Board Supervisors
Work Session Topic List
November 12th, 2020 (3:00-5:30pm)**

- 1. Topic List Review, *All***
- 2. Staff Presentation: TBD**
- 3. October 22nd, 2020 Minutes Review & Revision, *All***
- 4. Covid-19 Health Update, *All***
- 5. 2021 Annual Budget Development, *All***
- 6. 2021 Elections Discussion, *All***
- 7. TCD Policies and Procedures Update, *All***
- 8. Executive Director Annual Evaluation Process, *All***
- 9. Conservation and Education Center Discussion, *All***
- 10. Important Updates & Announcements**
 - a. Board of Supervisors
 - b. Executive Director
- 11. November Board Meeting Agenda Development**

Item

9

2021-23 Biennium Capital Budget Request



Budget Request Summaries

CONSERVATION RESERVE ENHANCEMENT PROGRAM (CREP) RIPARIAN FUNDING - \$7,500,000

What it does: Provides state match required to bring millions of federal Farm Bill dollars to continue CREP, the largest riparian restoration program in Washington. CREP engages farmland owners as partners in restoring salmon habitat, primarily by planting trees and vegetation along streams (riparian buffers). In its 20+ years, CREP has shown measurable results, such as cooler water, improved water quality, and increased spawning ground.

If unfunded, what are the impacts?

- ▶ Washington will lose the opportunity for over \$30 million federal dollars to be invested in salmon recovery.
- ▶ Cooperative progress to enhance salmon streams (over 925 miles of stream enhanced by CREP so far) will end.
- ▶ Over 1,000 restoration/enhancement sites — most of which are located in basins that are home to high-priority Chinook salmon stocks for orca — will be un-enrolled and associated riparian habitat will be in jeopardy.

CREP PIP LOAN - \$500,000

What it does: Provides bridge financing to cover landowners' upfront costs for salmon restoration projects that are pending payment from federal agencies. The state is reimbursed by federal payment when the project is complete.

If unfunded, what are the impacts?

- ▶ Many landowners, particularly low-income landowners, will be unable to participate in the program due to the financial burden of waiting to be reimbursed for project costs.
- ▶ Any remaining participation in the program will be based on the ability of the landowner to carry upfront project costs, rather than the priority of the habitat to be protected.
- ▶ With participation jeopardized, the entire program and associated benefits for salmon and orca will be at risk.

IRRIGATION EFFICIENCIES - \$4,000,000

What it does: Constructs 12 projects currently under development that replace on-farm irrigation and water delivery systems with more efficient, modern systems that conserve water. The saved water — enough to fill 14 Olympic-size swimming pools a day — will be returned to salmon streams to enhance flow without risk of relinquishing irrigators' water rights.

If unfunded, what are the impacts?

- ▶ Washington will lose a proven-effective solution to help meet the water supply needs of people, farms, and fish.
- ▶ Our farming communities will lose access to this long-standing resource to improve irrigation efficiency.
- ▶ Salmon streams won't experience the enhanced flow and reduced sedimentation made possible by these projects.

NATURAL RESOURCE INVESTMENTS - \$11,905,000

What it does: Enables conservation districts to help local landowners pay for and construct conservation projects that address the pressing state and local priorities, such as removing fish barriers, building manure storage facilities, and installing livestock exclusion fencing. At this time, 186 landowners are ready to invest in 356 projects on their properties to improve natural resources, and that number is expected to grow.

If unfunded, what are the impacts?

- ▶ Hundreds of landowners who request assistance with constructing conservation projects will continue to be wait-listed or turned away.
- ▶ Natural resource concerns on private lands will go unaddressed due to inadequate project funding.

REGIONAL CONSERVATION PARTNERSHIP PROGRAM (RCPP), STATE MATCH - \$9,275,000

What it does: Provides state match required in order to receive over \$30 million federal dollars for nine RCPP projects that unite multiple partners in solving natural resource issues. Over their five-year contract periods, these RCPP projects will generate an estimated 1,000 jobs and make measurable progress on urgent issues, including fish passage, flood control, orca recovery, water supply, forest health, and farmland preservation.

If unfunded, what are the impacts?

- ▶ Washington could lose millions in federal and dedicated partner funding, associated jobs, and the opportunity to make significant progress on critical natural resource and land use issues.
- ▶ For many RCPP projects that already are in progress, project leads will be unable to fulfill contractual obligations with previously enrolled participants, which will jeopardize landowner trust.

SHELLFISH PROGRAM FUNDING - \$4,000,000

What it does: Enables landowners to work with coastal and Puget Sound area conservation districts to install an estimated 150-200 projects that help keep our shellfish growing areas healthy. The Shellfish Program uses a targeted approach to help landowners pay for and construct projects that build cumulative results for shellfish recovery. Funding priority is given to "project clusters" located within a watershed or stream reach where there's a water quality concern.

If unfunded, what are the impacts?

- ▶ Washington will lose this proven-effective approach that has contributed to efforts that resulted in shellfish growing area upgrades, such as in areas around Clallam, Kitsap, and Whatcom counties.
- ▶ Pollutants flowing into shellfish growing areas will go unaddressed, threatening both our shellfish industry — which generates an estimated 2,700 jobs — and our obligation to provide shellfish for tribal harvest.

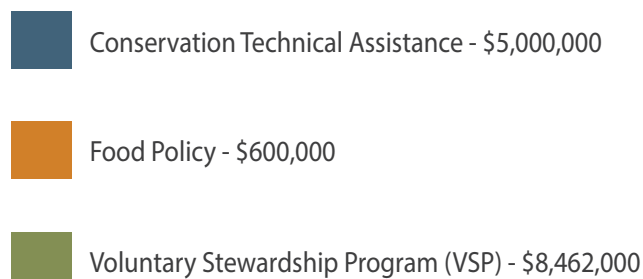
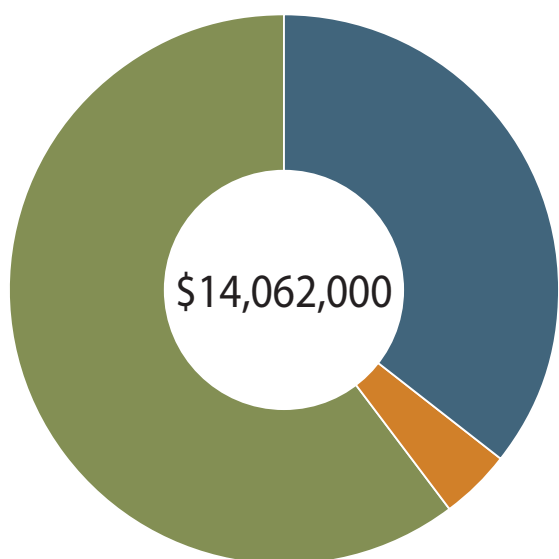
CONTACT

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Contact our office (360-407-6200) or use the Telecommunications Relay Service by dialing 711 to request content in an alternative format.

September 2020

2021-23 Biennium Operating Budget Request



Budget Request Summaries

CONSERVATION TECHNICAL ASSISTANCE - \$5,000,000

What it does: Funds the crucial foundation of all conservation projects: technical assistance. Conservation Technical Assistance is imperative for conservation districts to conduct the relationship-building, partner coordination, grant writing, technical design, permitting, and logistics required before breaking ground on a project. It also will allow districts to meet the growing demand for services related to food security, forest and wildfire resiliency, rangeland health, and nutrient management.

If unfunded, what are the impacts?

- ▶ Our state will fail to significantly engage private landowners — who own over 50 percent of land in our state — with efforts that sustain healthy natural resources and Washington-Grown products.
- ▶ Districts will be unable to serve a backlog of dozens of communities and over 1,500 landowners with taking action to mitigate wildfire risk.
- ▶ Districts will be prevented from leading actions recommended by the Washington State Food Policy Forum that would help our farmers and food system weather impacts of COVID-19.
- ▶ Efforts to ensure outreach is inclusive of our diverse and growing population will be hampered by inadequate capacity.



In addition to funding all the prep-work for conservation projects, Conservation Technical Assistance also supports services ranging from Chipping Days (top) that reduce wildfire fuel around homes to outdoor environmental education programs (bottom).

FOOD POLICY - \$600,000

What it does: Ensures the continuation of the Food Policy Forum and the implementation of strategies identified in the *Early Implementation Action Report* (June 2020) to bolster our state's food system and farming communities in response to COVID-19. This includes supporting the Forum's work to coordinate new opportunities that connect farmers with consumers, including communities who haven't had equal access to fresh, affordable, and nutrient-rich food.

If unfunded, what are the impacts?

- ▶ The future of the Food Policy Forum and all progress made so far will be in jeopardy due to lack of state funding for the State Conservation Commission and Washington State Department of Agriculture to continue hosting and facilitating Forum meetings.
- ▶ Without the Forum's coordination, expert recommendations to address devastating impacts of COVID-19 on our food system — which has disproportionately impacted communities of color and lower-income individuals — won't be put into action.
- ▶ Opportunities to bolster our farming communities and agricultural economy by creating more farm-to-consumer connections will be lost.



Top: Farmers sell produce at the Rainier Beach Farm Stand, supported by King Conservation District.

Bottom: Tending the crops at Lewis and Clark Elementary School Garden, supported by Cascadia Conservation District.

VOLUNTARY STEWARDSHIP PROGRAM (VSP) - \$8,462,000

What it does: Ensures that state-approved county VSP plans are put into action, rather than shelved. This allows the 27 counties that are using VSP to continue engaging landowners with farm-friendly actions that protect critical areas in places where agricultural activity is conducted, in accordance with the Growth Management Act (GMA). It also funds monitoring efforts, including use of Washington Department of Fish and Wildlife technology for measuring improvements in critical area conditions.

If unfunded, what are the impacts?

- ▶ Investments of time and money in VSP at the local and state level since 2011 will be lost. This includes time volunteered by local stakeholders to develop county work plans, commitments by agricultural landowners to take actions that protect critical areas, and years of expertise given by state leaders and partners to develop and administer the VSP approach.
- ▶ The 27 counties who depend on VSP to comply with GMA will lose years of partnership-building and progress towards meeting critical area requirements.



Volunteers help implement their county VSP plan by planting vegetation along West Foster Creek. Photo courtesy of Foster Creek Conservation District.

CONTACT

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September 2020

Tips to engage elected officials and decision makers



It's crucial that conservation districts engage elected officials and other decision-makers who have influence on voluntary conservation efforts. Knowing how to engage with them can feel intimidating. Here are simple tips to help start and maintain effective relationships with key influencers of your work.

WHY



... engage elected officials and decision makers?

- ▶ **Establish trust.** Give them confidence in your credibility, honesty, and ability to provide factual information.
- ▶ **Demonstrate value.** Ensure they recognize the vital services your CD provides to their constituents. Provide examples and testimonials of your work.
- ▶ **Offer solutions.** Present CDs as “can do” entities that can help them be successful.

HOW



... do I engage them?

- ▶ **Meet for coffee or at their office** to introduce yourself and as a regular check-in.
- ▶ Invite them to **tours, open houses, annual meetings**, and other events (and include an invitation for them to speak).
- ▶ Subscribe to their **newsletter** and invite them to subscribe to yours.
- ▶ Invite them to write a **guest editorial** for your newsletter.
- ▶ Invite them to give a **presentation at a board meeting**.
- ▶ When in doubt, **ask them** how they would like to engage.

WHAT



... should I ask and talk about?

- ▶ “What made you interested in running for office / taking this position?” (Then, talk about ways your work relates to their answer.)
- ▶ “What do you hope to accomplish in the next few years?” (Then, talk about how your CD can help them achieve their answer.)
- ▶ “How can our conservation district help you?”
- ▶ Make a personal connection — talk about shared interests, including things that aren't work-related (e.g. growing up in the same town, shared hobbies). Research their interests ahead of time (follow their blogs and social media, talk to their staff).
- ▶ Give updates and show pictures of projects that relate to their priorities.

Public Support for Conservation



CONSERVATION DISTRICTS
OF WASHINGTON STATE
your window to healthy lands



Washington State
Conservation
Commission

The following is a summary of tips from a talk by Dave Murphy — Commissioner of the Missouri Dept. of Conservation and chair of the campaign for Missouri’s voter-approved sales tax to fund parks, soil, and water conservation — given at the Washington Association of Conservation Districts 2017 Annual Meeting. His talk focused on how to run a successful campaign to fund resource conservation.

TAKE HOME MESSAGE :


There may never be an “ideal time” to undertake a funding campaign...
Start now. Do your best. Never stop.

FIRST THINGS FIRST:




Identify and commit to a common vision.


WATCH OUT FOR:




Developing opposition.
Listen to misperceptions, confusion, and opposition, and address immediately with facts. There is no “us versus them.”



Talking more than you’re listening; tendency to oversell.
Listen to people as much as you talk. Understand why they came to hear you and what they expect from your organization. It’s about the person you want to engage.



Belief that when the goal is reached the work is done.
Securing funding is step one. Reinforcing the importance of the funding must become a permanent and persistent part of your job.






Sweeping the truth under the rug.
If you’re talking about a tax, don’t pretend that it’s something else or that it’ll go away. Paying for healthy natural resources is something that that no one can live without or individually afford. It’s a vital investment.

MORE INFORMATION ABOUT THE MISSOURI MODEL:

- ▶ [Design for Conservation Sales Tax Summary](#)
- ▶ [MO Sales Tax for Parks and Conservation, Amendment 1, 2016](#)
- ▶ [Article: Conservation Day at the Capitol emphasizes state’s appreciation](#)
- ▶ [Article: Conservation Dollars Support the Economy](#)
- ▶ [Article: The MO Design for Conservation Sales Tax](#)
- ▶ [Video: MO DNR – Parks, Soils, and Water Sales Tax](#)
- ▶ [Video: MO Farm Bureau – Sales Tax Renewal](#)
- ▶ [Video: MO Farm Bureau – Parks, Soils, and Water Sales Tax-Good for Agriculture](#)

TOP THREE RECOMMENDATIONS:

- 
- I. Focus on salesmanship skills.** Cut to the chase. Use simple, strong messages.
- 
- II. Talk about contentious issues in the third person.** Avoid sounding defensive or critical.
- 
- III. What happens between the meetings is where the work gets done.** Have a clear action plan. Get out and engage people with your idea. Make your goal and vision part of every conversation.

SOURCE OF INSPIRATION:



How are we going to use what we’ve got, where we are, to get what we want?


There’s no limit of ideas.

There are limits on time, money, people, and capacity.

Keep perspective.

IDEAS FOR ELEVATOR PITCH:

Relate talking points to...

- 
- ▶ **Public trust.** The public has entrusted us with managing natural resource conservation. Healthy natural resources are important and relevant to all.
 - ▶ **Return on investment.** Identify specific, anticipated economic benefits of your proposal. *Missouri example: Missourians invest \$100 million in conservation through less than 1 percent of state tax. Each year, natural resource-based industries generate more than \$10 billion in economic activity for the state. What investment portfolio has a return on investment that good?*
 - ▶ **Clean water.** Not everyone thinks about soil or forest health, but studies show that most people see the importance of clean water. *Missouri example: On average, one million gallons of rain fall on every acre of our state per year. This funding allows us to decide what happens next with that water. Do we let it wash away? Or will it percolate into the water table where it’s a benefit to us all?*
 - ▶ **Empowerment and ownership.** Talk about how your proposal makes every single citizen an owner/operator of natural resources.
 - ▶ **Cultural legacy.** Many people relate to the idea of leaving resources in good condition for future generations. How will your proposal help them achieve this?

To: TCD Board of Supervisors
From: Sarah Moorehead (Executive Director)
Date: October 22nd, 2020
Subject: Executive Director's Report



Priority Initiative Updates

Working Lands Preservation

Supervisors and Staff continue to work on farmland preservation on a variety of fronts:

- J Conversations continue with WSU Thurston County Extension and other partners around the expansion of TCD's Farm Equipment Rental Program. In light of COVID-19, community partners continue to become aware of the need to support agricultural businesses to maintain a healthy local food supply, preserve habitat and open space, and ensure that prime farmland is protected against land conversion. Funding opportunities may be available through the CARES Act and local matching partners to obtain additional equipment to support the agricultural community.
- J TCD staff is supporting Thurston County and the Thurston County Agricultural Advisory Committee in their development of a survey to producers and other interested community members to garner input and recommendations on additional support that Thurston County can provide to our local agricultural businesses and community (ex. support for the open space tax program, transfer and/or purchase of development rights programs, etc.).
- J Thurston County is also conducting a spatial analysis of farmland throughout Thurston County. TCD is a collaborating partner on this project, and is sharing data layers and methodology associated with the City of Olympia farmland mapping project to help establish a similar baseline for analyzing existing and potential agricultural lands.

Legislative Update

The Washington State Conservation Commission has submitted their requests to the state for funding in the next biennium. Moving forward, WACD and individual CDs will communicate and demonstrate the importance of these funds to our communities landscapes, and natural resources. TCD staff will be working on developing communications materials (fact sheets, videos, story maps, etc.) to support the conversation with elected officials about the impacts of these dollars here in Thurston County and the effectiveness of CDs at being a highly adaptable, responsive community resource.

Additional resources are attached following this report:

1. WSCC Capital Budget Request Factsheet
2. WSCC Operating Budget Request Factsheet
3. Tips to Engage Elected Officials
4. Tips to Gain Public Support for Conservation

Attachments include contact information for WSCC staff for further questions or comments.

District Operations

September 24th, 2020 Board Meeting Action Items

1. **Add the WDFW discussion and survey to the October Work Session Topic List.**
Completed.
2. **Staff will post the Elections Resolution public notice for the October Board Meeting.**
N/A due to WAC changes.
3. **Sarah Moorehead will give a presentation on TCD's accomplishments and actions over the last year at the WACD SW Area Meeting.**
Completed.
4. **Supervisor Wheatley will draft an official comment on the Steering Committee's Mitigation Plan utilizing input from TCD Supervisors and Staff which will be presented by Supervisor Wheatley during the TRPC Steering Committee's upcoming public comment period. (From August Meeting)**
Completed.

Awards & Recognition

Thurston Conservation District was awarded 2020 Conservation District of the Year for Southwest Washington by the Washington State Conservation Commission! This is a great recognition for all of the hard work and dedication put in to building a great community organization by the TCD Board and Staff.

TCD Welcomes New Staff!

We are so pleased to welcome Yan Dong as TCD's new Accounting Assistant! We are grateful to have her on our team. Her experience, eye for detail and extra capacity will greatly support our organization and help to enhance the services of our accounting department to the Board and Staff! Learn more about Yan here:

<https://www.thurstoncd.com/about-us/district-staff/>

Hiring Update

Habitat Specialist – The Habitat Specialist recruitment period closes October 19, 2020. Staff are eager to complete the interview process and welcome a new member to our technical team! We are hoping to start this position in early November.

Engineer – This position's recruitment materials are still in development. Recruitment for this position will begin in late October, with a goal of bringing this position on starting by early December.

Resource Technician – A Resource Technician position will be posted by the end of October to fill a vacant position on TCD's farm resource team, with an intent to start this position in early December.

Timelines are subject to adjustment as the development of recruitment materials progresses, applications are reviewed and interview scheduling is conducted.

October 2020 Staff Report

Progress on Annual Plan

Goals Worked On	Work Done
9) 1 new VSP checklist & 2 VSP site visits
12A) 4 Site Visits (2 VSP visits and 2 cost share related visits)
15A) Helped 20 People rent equipment, 6 were new to the ERP.
27B) Added accessibility features to TCD's Plant Sale website
35) Uploading all past agreements and contact to the drive

Staff Highlights

-) The 2021 Budget was submitted to the Board.
-) SS Green; Recorded video for virtual learning, completed McLane Salmon Trail interactive notebook, led virtual field trip for ORLA students, launched online Water Quality testing training module, and finalized virtual water quality testing journal and outline for North Thurston Public Schools
-) I rented the equipment to 20 people. Kiana and I are working on opening up the Soil testing to the public, using an outdoor station. I am continuing to scan and update our electronic contracts and agreements. Lastly I have been working hard to archive and organize 20 years' worth of backlogged paperwork.
-) I went on two site visits with the District engineer to inspect a large Waste Storage Facility. It was great to see district employees and landowner trouble-shoot issues in the field and the determination to fix mistakes.
-) One of the highlights of this month was the opportunity to present on climate change tools to the board, and to begin work on making climate change tools – and emergency preparedness resources – available to the public on our website. This was a difficult month in many ways, including to those impacted locally by fires, and it's been meaningful to be able to address that in my work.
-) In the month of September I had the opportunity to assist with filming an equipment rental and soil testing video. Both of these will be awesome resources that the District can use as outreach tools to promote these programs!