

Thurston Conservation District Board of Supervisors
Board Meeting Agenda
October 28, 2021 5:30pm-8pm



Zoom Meeting Link:

<https://zoom.us/j/91658577844?pwd=cDgvaC9jcWRBU0luUFFHc1Irb3hLQT09>

Passcode: 2918

Meeting ID: 916 5857 7844
Call in: 1-253-215-8782

- | | |
|--|-------------------------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 5:30 PM
<i>5 minutes</i> |
| 2. Agenda Review | 5:35 PM
<i>5 minutes</i> |
| 3. Consent Agenda – Action Item | 5:40 PM
<i>5 minutes</i> |
| A. September 14, 2021 Work Session Minutes | |
| B. September 23, 2021 Board Meeting Minutes | |
| C. October 2021 Financial Report | |
| D. WSCC Livestock TA Addendum | |
| E. WSCC NRI Cost Share Contract #17977 | |
| F. RCO Agreement 20-1517R: Zangle Cove Bulkhead Removal | |
| 4. Public Comment | 5:45 PM
<i>10 minutes</i> |
| *Three minutes per person | |
| 5. Partner Reports (if present) | 5:55 PM
<i>15 minutes</i> |
| A. Natural Resources Conservation Service (NRCS), <i>Robin Buckingham</i> | |
| B. Washington State Department of Ecology, <i>Alena Reynolds</i> | |
| C. Washington State Conservation Commission (WSCC), <i>Jean Fike</i> | |
| D. Washington Association of Conservation Districts (WACD), <i>Doug Rushton</i> | |
| E. National Association of Conservation Districts (NACD), <i>Doug Rushton</i> | |
| 6. Rural Agricultural Development Presentation, Stephen Bramwell (WSU Extension) & Aslan Meade (Thurston EDC) | 6:10 PM
<i>20 minutes</i> |
| 7. Staff Presentation: Board Dashboard, Yan Dong | 6:30 PM
<i>10 minutes</i> |
| 8. 2022 Unrestricted Budget Development, All | 6:40 PM
<i>20 minutes</i> |
| A. 2022 Unrestricted Budget Proposal | |

9. COVID-19 Update, Sarah Moorehead	7:00 PM 5 minutes
10. Governance, All – Action Item	7:05 PM 15 minutes
A. Conservation and Education Center Update	
B. 2022 TCD Elections Discussion	
C. WACD Southwest Area Meeting Debrief	
D. Confirm WACD Annual Meeting Registration	
E. Board Travel Authorization	
F. November 18, 2021 Board Meeting Agenda Development	
11. Board of Supervisor Reports, All	7:20 PM 5 minutes
12. Executive Director Report, Sarah Moorehead	7:25 PM 5 minutes
13. Executive Session: To Discuss Performance of the Executive Director	7:30 PM 15 minutes
<i>RCW 42.30.110 (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee</i>	
14. Closed Session: To Discuss Collective Bargaining Negotiations	7:45 PM 15 minutes
<i>RCW 42.30.140(4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.</i>	
Adjourn	8:00 PM Time Allotment 2.5 hrs.

Important Dates

October

28th TCD Board Meeting 5:30-8pm Virtual (Zoom)

November

2nd WACD Annual Meeting: DEI In Conservation 11am – 1:30pm [Virtual](#)

9th WACD Annual Meeting: Elections Reform & Resolutions 5pm – 7:30pm [Virtual](#)

6th WACD Annual Meeting: Focus on Local Conservation 9am – 11:30am [Virtual](#)

9th WACD Annual Meeting: Farm Bill & Legislature 11am – 1:30pm [Virtual](#)

11th TCD Closed – Veteran's Day

13th WACD Annual Meeting: Focus on Boards 9am – 11:30am [Virtual](#)

16th WACD Annual Meeting: WSCC on Water & MRSC 11am – 1:30pm [Virtual](#)

18th TCD Board Meeting 5:30-8pm Virtual (Zoom)

18th WACD Annual Meeting: WSCC Updates 5pm – 7:30pm [Virtual](#)

20th WACD Annual Meeting: Cross-board Conservation 9am – 11:30am [Virtual](#)

25th TCD Closed – Thanksgiving

26th TCD Closed – Holiday

December

16th TCD Board Meeting 5:30-8pm Virtual (Zoom)

24th TCD Closed – Christmas (Observed)

31st TCD Closed – New Year's Eve (Observed)

Item

3

Thurston Conservation District Consent Agenda Decision Sheet October 28, 2021 Board Meeting



-
- A. September 14, 2021 Work Session 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 23, 2021 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
- C. October 2021 Financial Report
- a. Proposed action: accept without amendment and approve.
 - b. Action taken:
 - c. ☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to future meeting
- D. WSCC Livestock TA Addendum
- a. Proposed action: accept without amendment and approve.
 - b. Action taken:
 - c. ☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to future meeting
- E. WSCC NRI Cost Share Contract #17977
- 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 20-1517R: Zangle Cove Bulkhead Removal
- 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 28, 2021 AND EFFECTIVE IMMEDIATELY

SIGNED:

TJ Johnson, Board Chair

Helen Wheatley, Vice-Chair

Doug Rushton, Board Member

David Iyall, Board Auditor

ATTEST:

Betsie DeWreede, Board Member

Sarah Moorehead, Executive Director

Thurston Conservation District Board of Supervisors

Work Session Minutes

September 14, 2021

Virtual Zoom Meeting

Meeting Time: 3:00pm - 5:13pm

Originally scheduled: 3:00pm – 5:00pm



Present at Meeting:

TJ Johnson, TCD Board Chair

Betsie DeWreede, TCD Vice Chair

Doug Rushton, TCD Board Supervisor

Helen Wheatley, TCD Board Supervisor

Leah Kellogg, TCD Staff

Adam Peterson, TCD Staff

Sarah Moorehead, TCD Executive Director

Robin Buckingham, Natural Resources

Conservation Service (NRCS)

Chris Stearns, TCD Associate Supervisor

David Iyall, TCD Board Auditor was not present and excused from this meeting.

1 **Partner Presentation:** Introduction to Natural Resources Conservation Service Programs and
2 Services, *Robin Buckingham (NRCS Resource Conservationist)*

3 **Staff Presentation:** Emergency Preparedness Resources, *Adam Peterson (Natural Resources*
4 *Specialist)*

5 **Topic Discussed:**

- 6 • Edit August 26, 2021 Board Meeting Minutes
- 7 • Review of Proposed WACD Resolutions
 - 8 ○ TCD proposed resolutions
 - 9 ○ Other resolutions coming to the SW Area Meeting
- 10 • Community Awards Program
- 11 • Covid-19 Health Update
- 12 • TCD Citizen's Advisory Committee Development
- 13 • Organizational Staffing Planning Discussion
- 14 • Conservation and Education Center
- 15 • Important Updates & Announcements
 - 16 ○ Board of Supervisors
 - 17 ○ Executive Director
- 18 • September 23, 2021 Board Meeting Agenda Development

19 **No Formal Action was taken, Adjourn 5:13pm**

20 Respectfully,

X

TJ Johnson
TCD Board Chair

Thurston Conservation District Board of Supervisors

Regular Board Meeting Minutes

September 23, 2021

Virtual GoToMeeting

Meeting Time: 5:30pm – 7:18pm

Originally scheduled: 5:30pm – 7:35pm



Present at Meeting:

Helen Wheatley, TCD Vice-Chair

Betsie DeWreede, TCD Board Supervisor

David Iyall, TCD Board Supervisor

Doug Rushton, TCD Board Supervisor

Chris Stearns, TCD Associate Supervisor

Ben Cushman, TCD Attorney

Sarah Moorehead, TCD Executive Director

Leah Kellogg, TCD Staff

Alena Reynolds, Department of Ecology

Jean Fike, WA State Conservation Commission

Sam Heinz, Public Sector Personnel Consulting

Charlotte Persons, Private Citizen

Arianne Takano, Washington Federation State Employees

Heather McCoy, Whidbey Island Conservation District Manager

Dave Edwards, Whidbey Island Conservation District Supervisor

Mark Sytsma, Whidbey Island Conservation District Supervisor

Summary of Action Items

- **ACTION ITEM:** Supervisor Rushton will send out the *WACD Resolution: Establishing a WACD Sustainable Funding Committee* to southwest area conservation district directors for consideration.

Summary of Motions Passed

- *Supervisor Rushton moved to adopt the revised Agenda. Supervisor Iyall seconded. Motion passed unanimously, (4-0).*
- *Supervisor Iyall moved to approve the revised Consent Agenda. Supervisor DeWreede seconded. Motion passed unanimously, (4-0).*
- *Supervisor Rushton moved to approve the TCD Resolution #2021-06: Authorizing Use of Cash Operating Reserve Fund. Supervisor DeWreede seconded. Motion passed unanimously, (4-0).*
- *Supervisor Rushton moved to approve the WACD Resolution: Establishing a WACD Sustainable Funding Committee. Supervisor Iyall seconded. Motion passed unanimously, (4-0).*
- *Supervisor Iyall moved to approve Year-End Budget Adjustment Amendment. Supervisor DeWreede seconded. Motion passed unanimously, (4-0).*
- *Supervisor Iyall moved to adjourn. Supervisor DeWreede seconded. Motion passed unanimously, (4-0).*

Full Version of the Minutes

Welcome & Introductions

At 5:30pm TCD Board Vice-Chair Wheatley called the September 23, 2021 Regular Board Meeting to order via the online forum, *Zoom*. Thurston CD Board and Staff were introduced by the Board Vice-Chair. For each vote, Vice-Chair Wheatley called out Supervisors by name. She announced the meeting was being video recorded. Supervisor Johnson was not present and was excused from this meeting.

Agenda Review

- Three WSCC Cost Share Contracts (Ginter, Swardz, and Mills) were added to the September 23, 2021 Consent Agenda.
- Item 4 (*Public Comment*) was moved to after Item 2 (*Agenda Review*) and before Item 3 (*Consent Agenda*).
- Item 5 (*Salary Study Presentation*) was moved to after the new Item 3 (*Public Comment*) and before the new Item 4 (*Consent Agenda*).

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

Public Comment

Charlotte Persons gave a comment.

Salary Study Presentation

Sam Heinz, from Public Sector Personnel Consulting, presented the methodology, findings and recommendations from the TCD Salary Study.

Consent Agenda

- August 26, 2021 Board Meeting Minutes
- September 2021 Financial Report
- WSCC Cost Share Contracts (Gunter, Swartz, and Mills)

Supervisor Iyall moved to approve the revised Consent Agenda. Supervisor DeWreede seconded. Motion passed unanimously, (4-0).

Partner Reports

- A. Natural Resources Conservation Service (NRCS), *Robin Buckingham*
 - Robin was not present.
 - A written update was provided in the Board Packet.
- B. Department of Ecology (DOE), *Alena Reynolds*
 - A written update was provided in the Board Packet.
 - The DOE's Water Quality Grant applications are due on October 12, 2021.
- C. Washington State Conservation Commission (WSCC) Update, *Jean Fike*

- At its meeting on September 16, the WSCC adopted the recommendations of the Joint Committee on conservation district elections. These recommendations will require legislative action; and will therefore not impact the District's 2022 election.
- D. Washington Association of Conservation Districts (WACD) Update, *Supervisor Rushton*
 - A written update was provided in the Board Packet.
 - The Southwest Area WACD meeting will be hosted virtually by Grays Harbor Conservation District on October 18, 2021.
- E. National Association of Conservation Districts (NACD) Update, *Supervisor Rushton*
 - A written update was provided in the Board Packet.

TCD Resolutions

- *TCD Resolution #2021-06: Authorizing Use of Cash Operating Reserve Fund* was presented to the Board.

TCD Staff is requesting approval to transfer up to \$120,000 from the Reserve Fund account to the operating checking account. These funds will be used to cover District operating expenses until the District receives its Rates and Charges payment from Thurston County on November 10. At that time the funds will be transferred back to the Reserve Fund account.

Supervisor Rushton moved to approve the TCD Resolution #2021-06: Authorizing Use of Cash Operating Reserve Fund. Supervisor DeWreede seconded. Motion passed unanimously, (4-0).

- *WACD Resolution: Establishing a WACD Sustainable Funding Committee* was presented. This resolution declares TCD's support of the WACD's intention to establish a committee that would review and develop identified and new opportunities for consistent and stable funding for Washington State conservation districts.

Supervisor Rushton moved to approve the WACD Resolution: Establishing a WACD Sustainable Funding Committee. Supervisor Iyall seconded. Motion passed unanimously, (4-0).

ACTION ITEM: Supervisor Rushton will send out the *WACD Resolution: Establishing a WACD Sustainable Funding Committee* to southwest area conservation district directors for consideration.

COVID-19 Update

- Staff has added a safety measure, as directed by the Board. The front door will remain locked during business hours. Staff has installed a doorbell and sign at the front door for visitors.

Governance

- A. Conservation and Education Center (CEC) Update

- Beckwith Consulting has scheduled two separate Zoom meetings, one with staff and one with Supervisors, to “Kick Off” the planning phase of the CEC Feasibility Study.
- The meeting with staff will discuss: needs for staff programs, clarification of District services, and expansion expectations of the new facility.
- The Board has cancelled the October 14, 2021 Work Session and will instead meet with Beckwith Consulting during that time.

B. Year-End Board Meetings Schedule

- The Board has condensed the remaining meetings of 2021 to accommodate the Beckwith CEC Meeting and the holiday season.
- October 14, 2021 Work Session has been cancelled so that Supervisors can meet with Beckwith Consulting from 3:00-5:00PM.
- The November Work Session and Board Meeting will be combined and held on November 18, 2021 from 5:30-800PM.
- The December Work Session and Board Meeting will be combined and held on December 16, 2021 from 5:30-800PM.

C. Year-End Budget Adjustment Proposal

- TCD’s Soil Health Program has had a 4-fold increase in participation this year; its budget needs to be supplemented to support the program through the end of the 2021 fiscal year.
- Staff proposes moving the funds budgeted for the Justice, Equity, Diversity, and Inclusion Program (\$10,553) to cover the additional costs of running the Soil Health Program.

Supervisor Iyall moved to approve Year-End Budget Adjustment Amendment. Supervisor DeWreede seconded. Motion passed unanimously, (4-0).

D. October Board Meeting Agenda

- October 2021 Financial Report
- September 14, 2021 Work Session Minutes and September 23, 2021 Board Meeting Minutes Review & Revision
- Partner Reports
- Rural Agriculture Development Presentation
- Staff Presentation: Board Dashboard
- 2022 Unrestricted Budget Development
 - 2022 Unrestricted Budget Proposal
 - TCD Reserve Funds Discussion
- Covid-19 Update
- Governance
 - Conservation and Education Center Update
 - Southwest Area WACD Meeting Debrief

- 128 ○ November 18, 2021 Board Meeting Agenda Development
129 • Important Updates & Announcements
130 • Executive Session: To Discuss Performance of the Executive Director.
131 • Closed Session: To Discuss Collective Bargaining Negotiations.

132 **Other Reports**

133 A. Board of Supervisors Report

- 134 • Supervisor Iyall met with the WACD Diversity, Equity and Inclusion Committee;
135 they have compiled a list of topics for the WACD to consider. Supervisor Iyall will
136 present the findings to the TCD Board at an upcoming meeting.

137 B. Executive Director Report

- 138 • Supervisors are invited to provide public comment on the Thurston County
139 Habitat Conservation Plan Environmental Impact Statement. ED Moorehead
140 provided the links for public comment in an earlier email.
141 • TCD and its partner groups, Washington State University Extension and Eco
142 Studies Institute, are developing a Thurston County Grazing Association. This
143 program will focus on the use of conservation grazing techniques and practices
144 to enhance the landscape and it will provide technical assistance, tools and
145 implementation funding to support a large population of prairie and pasture
146 owners.

147

148 ***Supervisor Iyall moved to adjourn. Supervisor DeWreede seconded. Motion passed***
149 ***unanimously, (4-0).***

Adjourn 7:18 pm

Respectfully,

X

Helen Wheatley
TCD Board Vice-Chair

Thurston Conservation District

October 2021 Financial Notes



Total (Restricted and Unrestricted) Year-to-Date and August Profit and Loss (Pages 2 & 3)

1. As of September 30, the District reported a year-to-date loss of \$43,491.49 (page 2), which is actually a decrease from the year-to-date loss that was reported for August (\$65,297). This is because of the higher than normal grant revenue for September - \$195,545 (page 3). TCD invoices most of its grants monthly for a typical monthly grant income of about \$65,000. However, for the quarter-end months, like September, the District normally sees a jump in monthly grant income to nearly \$200,000.
2. You'll also notice that TCD has begun to experience income from the 2021-22 Plant Sale, which was opened in late September (page 3).

Profit & Loss Prev Year Comparison (Page 4)

3. You can see the 104% increase in *Soil Testing* income in 2021 compared to last year.
4. Compared to last year, the District has seen a significant increase its *Professional Services* expenditures. This is a result of all of TCD's new projects that are currently in the design phase.

Balance Sheet (Page 5)

5. On the Balance sheet, you'll see that in September we transferred \$100,000 from the Reserve Fund Savings Account to the Checking Account to cover expenses until we receive the large November Rates & Charges payment of about \$230,000. Once the payment is received on November 10th, these funds will be transferred back to the Reserve Fund Savings Account.

Restricted Budget vs Actual (Page 6 & 7)

6. On the Restricted Budget vs Actual Report, you'll see a number of new grants. The contracts for some of these grants have not yet been finalized; for these grants you'll see the notation To Be Determined (TBD).

Unrestricted Budget vs Actual (Pages 8 & 9)

7. As the District approaches the end of the year, we will begin to see that the District has exceeded its budget for a few expense and program accounts. These unexpected higher-than-normal expenditures are likely a result of increased activity by the staff, as well as, the public as the state emerges from the pandemic. For example:
 - a. *Plant Sale* (line 27) has exceeded its program budget and we expect to see a similar increase in income *Plant Sale* (line 7).
 - b. Last month, the Board agreed to move the \$10,000 budgeted amount from the *JEDI Work* (line 39) to the *Soil Health Program* (line 28) to cover the increased expenditures related to a higher-than-expected demand for soil health tests. The budget for the JEDI work is currently in the Proposed 2022 Unrestricted Budget.
 - c. TCD has exceeded its *Staff Travel* expense (line 61) budgeted amount. The increase is a result of staff returning to the field for site visits as the pandemic recedes and from increases in the price of fuel. Much of this expense is covered by increases in *Vehicle Allocation* income (line 14); in other words, much of this increased expense is paid for by grants.

Thurston Conservation District

Profit & Loss

January through September 2021

	Jan - Sep 21
Ordinary Income/Expense	
Income	
3431100 · Retail Sales	
3431110 · Plant Sales	15,246.40
3411140 · TCD Equipment Rentals	2,099.59
3431130 · Soil Testing	3,573.98
3431120 · Rental Income	594.81
Total 3431100 · Retail Sales	21,514.78
3611100 · Interest Income	112.25
3300000 · Grant Revenue	981,386.45
3685100 · Partner Fee for Service	2,597.33
3685201 · Rates and Charges	333,159.44
Total Income	1,338,770.25
Gross Profit	1,338,770.25
Expense	
5966699 · Vehicle Allocation	0.00
5314999 · Overhead Allocation	0.00
5531010 · Salaries & Benefits	894,322.58
5314101 · Legal Fees & Services	20,141.00
5314102 · Audit & Accounting	4,568.87
5314103 · Computer Services	14,338.47
5314100 · Professional Services	118,431.48
5314400 · Advertising	1,722.00
5314117 · Soil Testing	2,489.40
5314104 · Janitorial Services	5,783.00
5314501 · Office Rent	39,312.00
5314700 · Utilities	5,861.82
5314503 · Equipment Leases	3,138.25
5314504 · Vehicle Leases	3,647.08
5314200 · Communications	8,122.42
5313102 · Photocopier Usage	468.22
5314505 · Software Licenses	16,475.55
5354800 · Repairs & Maintenance	3,239.04
5313101 · Office Supplies	4,097.62
5314202 · Postage & Shipping	1,751.75
5313401 · Plants for Resale	17,763.48
Project Expenses	19,673.90
5314902 · Organizational Dues & Licenses	6,582.48
5314203 · Printing Services	1,108.77
5314302 · Staff - Conference & Training	1,363.95
5314300 · Staff - Travel	5,370.00
5314301 · Board Travel	68.32
5314108 · Construction & Landscaping	60,292.45
5314109 · Cost Share	75,267.64
5314110 · Bank Fees & Interest Charges	571.22
5314600 · Liability Insurance Premiums	15,249.65
5314111 · Late Fees & Penalties	382.57
66300 · Sales Tax Adjustments	43.02
5945360 · Capital Outlays	
5966601 · Equipment & Office Furniture	9,317.48
5966402 · Computer Hardware	7,396.26
5966604 · Vehicle Purchases	13,900.00
Total 5945360 · Capital Outlays	30,613.74
Total Expense	1,382,261.74
Net Ordinary Income	-43,491.49
Net Income	-43,491.49

Thurston Conservation District

Profit & Loss

September 2021

	Sep 21
Ordinary Income/Expense	
Income	
3431100 · Retail Sales	
3431110 · Plant Sales	536.91
3411140 · TCD Equipment Rentals	191.42
3431130 · Soil Testing	301.46
3431120 · Rental Income	65.94
Total 3431100 · Retail Sales	1,095.73
3611100 · Interest Income	10.83
3300000 · Grant Revenue	195,545.39
3685201 · Rates and Charges	9,427.22
Total Income	206,079.17
Gross Profit	206,079.17
Expense	
5966699 · Vehicle Allocation	0.00
5314999 · Overhead Allocation	0.00
5531010 · Salaries & Benefits	104,718.33
5314101 · Legal Fees & Services	4,000.00
5314102 · Audit & Accounting	465.04
5314103 · Computer Services	1,272.00
5314100 · Professional Services	56,530.51
5314400 · Advertising	357.00
5314117 · Soil Testing	546.60
5314104 · Janitorial Services	500.00
5314501 · Office Rent	4,368.00
5314700 · Utilities	445.33
5314503 · Equipment Leases	319.12
5314504 · Vehicle Leases	389.12
5314200 · Communications	945.57
5314505 · Software Licenses	1,029.32
5354800 · Repairs & Maintenance	109.97
5313101 · Office Supplies	328.93
5314202 · Postage & Shipping	48.00
5313401 · Plants for Resale	1,842.50
Project Expenses	4,873.81
5314902 · Organizational Dues & Licenses	1,394.85
5314302 · Staff - Conference & Training	58.00
5314300 · Staff - Travel	828.55
5314600 · Liability Insurance Premiums	2,068.33
5945360 · Capital Outlays	
5966601 · Equipment & Office Furniture	432.08
5966402 · Computer Hardware	553.53
5966604 · Vehicle Purchases	13,900.00
Total 5945360 · Capital Outlays	14,885.61
Total Expense	202,324.49
Net Ordinary Income	3,754.68
Net Income	3,754.68

Thurston Conservation District
Profit & Loss Prev Year Comparison
January through September 2021

	Jan - Sep 21	Jan - Sep 20	\$ Change	% Change
Ordinary Income/Expense				
Income				
3431100 · Retail Sales				
3431110 · Plant Sales	15,246.40	11,896.50	3,349.90	28.2%
3411140 · TCD Equipment Rentals	2,099.59	2,884.02	-784.43	-27.2%
3431130 · Soil Testing	3,573.98	1,748.33	1,825.65	104.4%
3431120 · Rental Income	594.81	1,007.57	-412.76	-41.0%
Total 3431100 · Retail Sales	21,514.78	17,536.42	3,978.36	22.7%
3611100 · Interest Income	112.25	31.47	80.78	256.7%
3300000 · Grant Revenue	981,386.45	568,613.82	412,772.63	72.6%
3685100 · Partner Fee for Service	2,597.33	0.00	2,597.33	100.0%
3685201 · Rates and Charges	333,159.44	327,149.84	6,009.60	1.8%
3670000 · Contributions Private	0.00	1,249.59	-1,249.59	-100.0%
3600000 · Miscellaneous Revenue	0.00	0.00	0.00	0.0%
Total Income	1,338,770.25	914,581.14	424,189.11	46.4%
Gross Profit	1,338,770.25	914,581.14	424,189.11	46.4%
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	894,322.58	675,062.58	219,260.00	32.5%
5314101 · Legal Fees & Services	20,141.00	21,290.00	-1,149.00	-5.4%
5314102 · Audit & Accounting	4,568.87	3,373.38	1,195.49	35.4%
5314103 · Computer Services	14,338.47	13,489.14	849.33	6.3%
5314100 · Professional Services	118,431.48	7,431.87	110,999.61	1,493.6%
5314400 · Advertising	1,722.00	2,534.40	-812.40	-32.1%
5314117 · Soil Testing	2,489.40	2,519.40	-30.00	-1.2%
5314104 · Janitorial Services	5,783.00	2,564.01	3,218.99	125.6%
5314501 · Office Rent	39,312.00	38,792.00	520.00	1.3%
5314700 · Utilities	5,861.82	3,798.18	2,063.64	54.3%
5314503 · Equipment Leases	3,138.25	2,033.26	1,104.99	54.4%
5314504 · Vehicle Leases	3,647.08	0.00	3,647.08	100.0%
5314200 · Communications	8,122.42	8,164.62	-42.20	-0.5%
5313102 · Photocopier Usage	468.22	1,146.59	-678.37	-59.2%
5314505 · Software Licenses	16,475.55	3,825.03	12,650.52	330.7%
5354800 · Repairs & Maintenance	3,239.04	630.98	2,608.06	413.3%
5313101 · Office Supplies	4,097.62	2,107.06	1,990.56	94.5%
5314202 · Postage & Shipping	1,751.75	1,153.53	598.22	51.9%
5313401 · Plants for Resale	17,763.48	11,761.22	6,002.26	51.0%
Project Expenses	19,673.90	8,193.87	11,480.03	140.1%
5314902 · Organizational Dues & Licenses	6,582.48	5,839.89	742.59	12.7%
5314310 · Board Meeting Snacks	0.00	167.50	-167.50	-100.0%
5314203 · Printing Services	1,108.77	2,517.80	-1,409.03	-56.0%
5314302 · Staff - Conference & Training	1,363.95	885.00	478.95	54.1%
5314300 · Staff - Travel	5,370.00	2,462.22	2,907.78	118.1%
5314301 · Board Travel	68.32	188.03	-119.71	-63.7%
5314108 · Construction & Landscaping	60,292.45	14,127.65	46,164.80	326.8%
5314109 · Cost Share	75,267.64	31,454.03	43,813.61	139.3%
5314110 · Bank Fees & Interest Charges	571.22	1,135.53	-564.31	-49.7%
5314600 · Liability Insurance Premiums	15,249.65	12,293.92	2,955.73	24.0%
5314111 · Late Fees & Penalties	382.57	528.51	-145.94	-27.6%
66300 · Sales Tax Adjustments	43.02	23.85	19.17	80.4%
66900 · Reconciliation Discrepancies	0.00	-2.51	2.51	100.0%
5945360 · Capital Outlays				
5966601 · Equipment & Office Furniture	9,317.48	5,861.23	3,456.25	59.0%
5966402 · Computer Hardware	7,396.26	8,817.37	-1,421.11	-16.1%
5966604 · Vehicle Purchases	13,900.00	0.00	13,900.00	100.0%
Total 5945360 · Capital Outlays	30,613.74	14,678.60	15,935.14	108.6%
Total Expense	1,382,261.74	896,171.14	486,090.60	54.2%
Net Ordinary Income	-43,491.49	18,410.00	-61,901.49	-336.2%
Net Income	-43,491.49	18,410.00	-61,901.49	-336.2%

Thurston Conservation District
Balance Sheet
As of September 30, 2021

	Sep 30, 21
ASSETS	
Current Assets	
Checking/Savings	
3081001 · Checking-7444 Timberland	93,028.37
3088020 · Savings Accounts	
3082002 · Saving-6568 Reserve Fund	30,138.53
3082003 · Saving-2410 Education Center	20,008.09
Total 3088020 · Savings Accounts	50,146.62
3088030 · Counter Cash	100.00
3088040 · PayPal Account	1,189.88
Total Checking/Savings	144,464.87
Accounts Receivable	317,153.53
Other Current Assets	
3090500 Prepaid Accounts	
3090501 · 309.05.01 Prepaid Insurance	23,219.67
3090506 · Security Deposit - Ferguson ST	3,835.00
Total 3090500 Prepaid Accounts	27,054.67
3092000 · 309.20.00 Cash on Hand	12,395.17
Total Other Current Assets	39,449.84
Total Current Assets	501,068.24
TOTAL ASSETS	501,068.24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	33,856.37
Credit Cards	7,984.24
Other Current Liabilities	
3861100 · Sales Tax Payable	205.84
3861000 · Payroll Liabilities	
3861008 · Union Dues	866.03
3861005 · PERS Deferral Payable	12,135.33
3861007 · State Unemployment Payable	3,179.49
3861009 · State L&I Payable	501.52
3861010 · WA - Family & Medical Leave	889.28
3861011 · Vacation & Sick Leave Payable	73,179.26
Total 3861000 · Payroll Liabilities	90,750.91
Total Other Current Liabilities	90,956.75
Total Current Liabilities	132,797.36
Total Liabilities	132,797.36
Equity	368,270.88
TOTAL LIABILITIES & EQUITY	501,068.24

Restricted Budget vs Actual



As of Sep 30, 2021

	Grant Name	Account Number	Grant Start Date	Grant End Date	Total Grant Amount	2021 Budget	2021 Actual	2021 Remaining Budget	% of Total Time	% of Total Budget
1	RCO				654,499	386,605	236,302	150,303		
2	FY19-21 ESRP Shore Friendly	R035	07/01/19	06/30/21	134,441	73,602	73,602	Closed	100%	100.00%
3	FY21-23 ESRP Shore Friendly	R035	07/01/21	06/30/23	340,458	135,365	50,936	84,429	12.60%	14.96%
4	ASRP Independence	R040	05/15/20	12/31/21	93,600	92,572	64,723	27,849	84.56%	70.25%
5	ASRP Riverbend	R050	05/15/20	12/31/21	86,000	85,066	47,042	38,024	84.56%	55.79%
6	ESRP Zangle Cove Bulk Head Removal	New	TBD	TBD	TBD		0	0		
7	SRFB Zangle Cove Bulk Head Removal	New	TBD	TBD	TBD		0	0		
8	SRFB Cozy Valley	R060	TBD	TBD	TBD		0	0		
9	DOE				244,401	156,433	16,301	140,133		
10	Deschutes	E100	07/01/19	04/30/22	244,401	156,433	16,301	140,133	79.52%	21.33%
11	Federal				93,135	25,380	0	25,380		
12	Frogs on Farm Cost Share	US080	08/15/20	08/15/25	93,135	25,380	0	25,380	22.55%	0.00%
13	WSCC				1,655,483	427,632	339,642	87,990		
14	FY19-21 Livestock	W025	07/01/19	06/30/21	50,000	8,669	8,633	Closed	100%	99.93%
15	FY21-23 Livestock	W025	07/01/21	06/30/23	20,000	5,000	3,455	1,545	12.60%	17.27%
16	Skookumchuck Planting	W030	04/01/20	12/31/24	744,780	190,772	145,871	44,901	31.57%	35.29%
17	FY19-21 Chehalis Flood Plain	W050	03/01/18	10/30/21	272,152	74,482	71,194	3,288	97.76%	98.79%
18	FY21-23 Chehalis Flood Plain	W050	07/01/21	06/30/23	TBD	TBD	0	NA	12.60%	
19	FY19-21 Shellfish Cost Share	W060	07/01/19	06/30/21	101,062	54,860	51,999	Closed	100%	97.17%
20	FY21-23 Shellfish Cost Share	W060	07/01/21	06/30/23	187,500	9,375	2,561	6,814	12.60%	1.37%
21	FY19-21 CREP	W070	07/01/19	06/30/21	61,774	24,821	24,821	Closed	100%	100.00%
22	FY21-23 CREP	W070	07/01/21	06/30/23	20,399	6,100	3,703	2,397	12.60%	18.15%
23	FY19-21 NRI Cost Share TA	W080	07/01/19	06/30/21	119,150	50,000	26,544	Closed	100%	80.31%
24	FY21-23 NRI Cost Share TA	W080	07/01/21	06/30/23	78,666	3,554	861	2,693	12.60%	1.09%
25	Miscellaneous				95,290	58,215	36,903	21,313		
26	JBLM - SLP	M075	07/01/19	06/30/21	18,750	10,679	10,679	Closed	100%	100.00%
27	WFC Meyer	M100	10/01/20	02/15/22	3,600	3,600	1,601	1,999	72.56%	44.47%

	Grant Name	Account Number	Grant Start Date	Grant End Date	Total Grant Amount	2021 Budget	2021 Actual	2021 Remaining Budget	% of Total Time	% of Total Budget
28	NACD Home Grown Yelm	M090	03/01/20	10/31/21	50,000	26,871	24,557	2,314	94.92%	95.37%
29	Orca Recovery Day	M060	07/01/19	until spent	5,940	65	65	0	NA	100.00%
30	Western SARE - Grassland Grazing	New	TBD	TBD	TBD		0	0		
31	WCRRI Prairie Habitat Enhancement	New	TBD	TBD	TBD		0	0		
32	Sentinel Landscape Program (SLP)	New	TBD	TBD	TBD		0	0		
33	Port of Olympia Food Processing	M050	10/01/21	until spent	17,000	17,000	0	17,000	NA	0.00%
34	Thurston County				797,154	373,516	175,520	197,996		
35	FY19-21 VSP	TC400	07/01/19	06/30/21	105,000	18,197	18,175	Closed	100%	99.98%
36	FY21-23 VSP	TC400	07/01/21	06/30/23	150,000	46,569	20,706	25,863	12.60%	13.80%
37	Shellfish NTA	TC600	07/01/19	09/30/22	130,525	49,680	49,678	Closed	69.28%	100.00%
38	NTAqua	TC700	07/01/19	09/30/22	196,000	82,949	64,729	18,220	69.28%	38.58%
39	Riparian NTA	TC650	07/01/19	02/28/21	36,875	5,530	5,531	Closed	100%	96.44%
40	TC Riparian Streamside Allen	TC510	07/01/21	08/30/22	52,285	46,923	1,532	45,391	21.60%	2.93%
41	TC Riparian Streamside Wasserman	TC520	07/01/21	08/30/22	76,505	74,783	7,506	67,276	21.60%	9.81%
42	TC Riparian Streamside Wolt/Morley	TC530	07/01/21	08/30/22	49,964	48,886	7,664	41,222	21.60%	15.34%
43	Partner Fee for Service				5,651	5,651	2,597	3,054		
44	South Puget Sound Salmon Enhancement	P100	04/01/21	06/30/21	301	301	301	Closed	100%	100.00%
45	Capitol Land Trust	P200	04/29/21	12/31/21	5,350	5,350	2,297	3,053	62.75%	42.93%
46	South Sound GREEN				125,922	107,358	78,812	28,546		
47	Interlocal	G019-SS	01/01/21	12/31/21	51,808	51,808	46,635	5,173	74.79%	90.01%
48	FY20-21 NOAA B-WET	G019.10	08/01/20	07/31/21	24,038	11,700	11,700	Closed	100.00%	100.00%
49	WCS Mini Grant	G019.50	11/19/20	until spent	500	500	450	50	NA	90.00%
50	ESD 113 Climate Education	G019.10	06/01/21	NA	3,000	3,000	3,000	Closed	NA	100.00%
51	TCC	TCC	01/01/21	until spent	46,576	40,350	17,027	23,324	NA	65.80%

Unrestricted Profit & Loss Budget vs Actual

September 75%



	Account Name	2021 Budget	2021 Actual	\$ Over Budget	% of Budget
1	Income	875,144	567,912	-307,233	64.9%
2	3431100 · Retail Sales	38,234	21,627	-16,607	56.6%
3	3411140 · TCD Equipment Rentals	3,000	2,100	-900	70.0%
4	3431130 · Soil Testing	3,500	3,574	74	102.1%
5	3431120 · Rental Income	900	595	-305	66.1%
6	3611100 · Interest Income	125	112	-13	89.9%
7	3431110 · Plant Sales	30,709	15,246	-15,463	49.6%
8	3670000 · Contributions Private	0	0	0	
9	3300000 · Grant Revenue	175,242	126,191	-49,051	72.0%
10	3340000 · State Grants	175,242	126,191	-49,051	72.0%
11	3685201 · Rates and Charges	554,668	333,159	-221,509	60.1%
12	Overhead	107,000	86,934	-20,066	81.2%
13	5314999 · Overhead Allocation	100,000	79,830	-20,170	79.8%
14	5966699 · Vehicle Allocation	7,000	7,104	104	101.5%
15	Cash Surplus	60,000		-60,000	0.0
16	Program Allocation	357,386	267,995	-89,391	75.0%
17	South Sound Green	46,300	34,676	-11,624	74.9%
18	TCD VSP	40,000	33,065	-6,935	82.7%
19	Stewardship TA	36,675	26,943	-9,732	73.5%
20	Working Lands Preservation Initiative	13,000	8,410	-4,590	64.7%
21	CTA (Orca Recovery)	10,262	10,262	0	100.0%
22	Food System Support	5,000	4,979	-21	99.6%
23	Restoration Projects (Off-Road Vehicle)	13,097	0	-13,097	0.0%
24	Community Awards Program	1,500	365	-1,135	24.3%
25	Conservation Project Administration	6,527	5,684	-843	87.1%
26	Outreach, Education and Communications	69,569	50,414	-19,155	72.5%
27	Plant Sale	30,653	32,868	2,215	107.2%
28	Soil Health Program (Testing & Equipment Rental)	50,553	42,536	-8,017	84.1%
29	Elections	9,000	8,539	-461	94.9%
30	Engineering Program	25,250	9,254	-15,996	36.6%
31	Expense and Savings	577,758	333,743	-244,015	57.8%
32	Administrative Salaries & Benefits	206,241	194,292	-11,949	94.2%
33	Professional Services	123,000	39,048	-83,952	31.7%
34	5314101 · Legal Services	25,000	20,141	-4,859	80.6%
35	5314102 · Audit & Accounting	10,000	4,569	-5,431	45.7%
36	5314103 · Computer Services	22,000	14,338	-7,662	65.2%
37	5314100 · Professional Services	10,000	0	-10,000	0.0%
38	CEC Feasibility Study	56,000	0	-56,000	0.0%
39	JEDI Work	0	0	0	
40	Facility, Vehicles and Maintenance	133,317	70,521	-62,796	52.9%
41	5314104 · Janitorial Services	8,000	5,783	-2,217	72.3%
42	5314501 · Office Rent	50,000	36,972	-13,028	73.9%
43	5314700 · Utilities	10,000	5,862	-4,138	58.6%

	Account Name	2021 Budget	2021 Actual	\$ Over Budget	% of Budget
44	5314503 · Equipment Leases	3,000	2,087	-913	69.6%
45	5314504 · Vehicle	35,000	3,647	-31,353	10.4%
46	5314200 · Communications	11,000	7,742	-3,258	70.4%
47	5313102 · Photocopier Usage	1,500	468	-1,032	31.2%
48	5354800 · Repairs & Maintenance	2,500	1,234	-1,266	49.3%
49	Computer Hardware Purchases	4,817	2,484	-2,333	51.6%
50	Computer Software	4,000	3,693	-307	92.3%
51	Equipment & Office Furniture	3,500	549	-2,951	15.7%
52	Supplies	12,200	9,765	-2,435	80.0%
53	5313101 · Office Supplies	3,000	2,866	-134	95.5%
54	5314202 · Postage & Shipping	1,000	395	-605	39.5%
55	5314901 · Meetings & Events	200	71	-129	35.7%
56	5314902 · Organizational Dues & Licenses	7,500	6,432	-1,068	85.8%
57	Board Meeting Snacks	500	0	-500	0.0%
58	Conferences, Training and Travel	7,000	3,976	-3,024	56.8%
59	5314302 · Staff Conference & Training Fees	3,000	915	-2,085	30.5%
60	Board Conference and Training Fees	1,500	0	-1,500	0.0%
61	5314300 · Staff Travel	2,000	3,061	1,061	153.0%
62	Board Travel	500	0	-500	0.0%
63	Insurance and Banking	21,000	16,141	-4,859	76.9%
64	5314110 · Bank Fees & Interest Charges	500	571	71	114.2%
65	5314600 · Liability Insurance Premiums	20,000	15,250	-4,750	76.2%
66	5314111 · Late Fees & Penalties	500	320	-180	64.0%
67	Savings	75,000	0	-75,000	0.0%
68	Reserve Fund	37,500	0	-37,500	0.0%
69	Conservation Education Center Savings Plan	37,500	0	-37,500	0.0%
70	Net Income (Surplus or Deficit)	-0	-33,826	-33,826	

Thurston Conservation District
Check Detail
September 2021

12:23 PM

10/22/2021

Type	Num	Date	Name	Funding Source	Account	Amount
Bill Pmt -Check	20904	09/01/2021	Loyd Parshall	Various	5966604 · Vehicle Purchases	13,900.00
Bill Pmt -Check	EFT	09/02/2021	Pacific Disposal	UNRESTRICTED:A010-Overhead	5314702 · Garbage Service	59.54
Check	EFT	09/07/2021	Regence - Health Care		5312011 · Medical Benefits	10,907.14
Check	EFT	09/08/2021	Wells Fargo		Wells Fargo	1,754.79
Credit Card	9856	09/09/2021	Harbor Freight	GREEN:TCC:G019.28 Dawkins	Project Expenses:5314107 · Project Supplies	112.46
Credit Card	9863	09/09/2021	Nextdoor	DISTRICT SERVICES:T030 - District Comm	5314400 · Advertising	307.00
Liability Check	EFT	09/09/2021	Internal Revenue Service		IRS Payroll Taxes	8,980.66
Liability Check	EFT	09/09/2021	WA St Dept of Retirement Systems		PERS DCP	1,055.87
Liability Check	EFT	09/09/2021	WA St Dept of Retirement Systems		PERS Retirement	12,554.88
Liability Check	EFT	09/09/2021	WFSE Union Dues		3861008 · Union Dues	863.05
Liability Check		09/09/2021	QuickBooks Payroll Service		Payroll	26,992.10
Credit Card	9860	09/10/2021	Zoom	GREEN:TCC:G019.28 Dawkins	5314505 · Software Licenses	163.99
Credit Card	02371838	09/10/2021	Right Networks	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	19.64
Credit Card	9906	09/13/2021	Best Buy	DISTRICT SERVICES:T030 - District Comm	5966402 · Computer Hardware	43.75
Bill Pmt -Check	EFT	09/13/2021	Comcast	UNRESTRICTED:A010-Overhead	Telephone & Internet	380.15
Credit Card	9858	09/14/2021	US Postal Service	DISTRICT SERVICES:T098 - Soil Tests	5314202 · Postage & Shipping	16.90
Credit Card	9909	09/14/2021	McLendons	RCO:R060 - SRFB Cozy Valley	5314107 · Project Supplies	20.49
Credit Card	9947	09/14/2021	Cheveron	WSCC:W030 - Skookumchuck	5314107 · Project Supplies	10.51
Bill Pmt -Check	20905	09/14/2021	A & L Western Agricultural Laboratories	DISTRICT SERVICES:T098 - Soil Tests	5314117 · Soil Testing	165.60
Bill Pmt -Check	20906	09/14/2021	All City Cleaning Services	UNRESTRICTED:A010-Overhead	5314104 · Janitorial Services	1,200.00
Bill Pmt -Check	20907	09/14/2021	Christopher Acosta	WSCC:W030 - Skookumchuck	5314302 · Staff - Conference & Training	58.00
Bill Pmt -Check	20908	09/14/2021	Community Farmland Trust	DISTRICT SERVICES:T099 - Equip Rental	5314501 · Office Rent	260.00
Bill Pmt -Check	20909	09/14/2021	Goebel Septic Tank Service, Inc	WSCC:W030 - Skookumchuck	5314503 · Equipment Leases	95.00
Bill Pmt -Check	20910	09/14/2021	I-5 Supply LLC	TCD Allocations:T500 - Engineer Program	5314107 · Project Supplies	77.95
Bill Pmt -Check	20911	09/14/2021	Kiana Sinner_V	WSCC:W030 - Skookumchuck	5314107 · Project Supplies	38.82
Bill Pmt -Check	20912	09/14/2021	Marguerite Abplanalp	Various	5314304 · Mileage	33.60
Bill Pmt -Check	20913	09/14/2021	Mountain Mist	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	34.95
Bill Pmt -Check	20914	09/14/2021	Petrocard	UNRESTRICTED:A120-Vehicles	5313201 · Vehicle Fuel	301.55
Bill Pmt -Check	20915	09/14/2021	Puget Sound Energy	UNRESTRICTED:A010-Overhead	Electricity & Gas	381.64

Type	Num	Date	Name	Funding Source	Account	Amount
Bill Pmt -Check	20916	09/14/2021	Regence - Life Insurance		5312017 · Life Insurance	58.10
Bill Pmt -Check	20917	09/14/2021	Ricoh USA, Inc.	UNRESTRICTED:A010-Overhead	5314503 · Equipment Leases	224.12
Bill Pmt -Check	20918	09/14/2021	River Restoration Northwest	UNRESTRICTED:A010-Overhead	5314302 · Staff - Conference & Training	550.00
Bill Pmt -Check	20919	09/14/2021	Smartsheet Inc.	UNRESTRICTED:A010-Overhead	5314505 · Software Licenses	19.32
Bill Pmt -Check	20920	09/14/2021	Thurston County Central Services	UNRESTRICTED:A010-Overhead	5314501 · Office Rent	4,108.00
Bill Pmt -Check	20921	09/14/2021	Thurston County Fairgrounds	DISTRICT SERVICES:T097 - Plant Sale	5314901 · Meeting & Event	250.00
Bill Pmt -Check	20922	09/14/2021	Tony Jenkins	WSCC:W030 - Skookumchuck	5314302 · Staff - Conference & Training	58.00
Bill Pmt -Check	20923	09/14/2021	United Concordia Insurance Co		5312012 · Dental Benefits	865.19
Bill Pmt -Check	20924	09/14/2021	Valley Agronomics LLC	WSCC:W030 - Skookumchuck	5314107 · Project Supplies	231.11
Bill Pmt -Check	20925	09/14/2021	VSP - Vision Care		5312011 · Medical Benefits	110.57
Bill Pmt -Check	20926	09/14/2021	WA St University Energy Program		5314103 · Computer Services	1,272.00
Bill Pmt -Check	20927	09/14/2021	Leah Kellogg	Various	5314304 · Mileage	91.05
Credit Card	9910	09/15/2021	Tiger Supplies	TCD Allocations:T500 - Engineer Program	5966601 · Equipment & Office Furniture	67.03
Credit Card	9946	09/16/2021	Ace Hardware	WSCC:W030 - Skookumchuck	5313500 · Small Tools & Equipment	62.34
Credit Card	9942	09/17/2021	Tiger Supplies	TCD Allocations:T500 - Engineer Program	5966601 · Equipment & Office Furniture	-13.81
Credit Card	9918	09/21/2021	Crains Office Supply	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	57.51
Credit Card	9913	09/22/2021	US Postal Service	DISTRICT SERVICES:T098 - Soil Tests	5314202 · Postage & Shipping	7.70
Credit Card	9953	09/22/2021	Facebook	DISTRICT SERVICES:T030 - District Comm	5314400 · Advertising	25.00
Liability Check	EFT	09/23/2021	Internal Revenue Service		IRS Payroll Taxes	8,946.84
Liability Check	EFT	09/23/2021	WA St Dept of Retirement Systems		PERS DCP	1,055.87
Credit Card	P1-664085	09/23/2021	Intuit	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	105.03
Liability Check		09/23/2021	QuickBooks Payroll Service		Payroll	27,077.06
Credit Card	9915	09/24/2021	Risa Tech	TCD Allocations:T500 - Engineer Program	5314505 · Software Licenses	820.50
Credit Card	9919	09/24/2021	Crains Office Supply	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	45.04
Credit Card	9957	09/24/2021	Olympia Food Co-Op	DISTRICT SERVICES:T030 - District Comm	5314901 · Meeting & Event	17.43
Credit Card	9958	09/25/2021	Vic's Pizzeria	DISTRICT SERVICES:T030 - District Comm	5314901 · Meeting & Event	81.17
Credit Card	9952	09/27/2021	Facebook	DISTRICT SERVICES:T030 - District Comm	5314400 · Advertising	25.00
Credit Card	9920	09/28/2021	Nitro	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	157.53
Credit Card	9922	09/28/2021	Tractor Supply	TC520 - Riparian Streamside Wasserman	5966601 · Equipment & Office Furniture	361.01
Credit Card	9955	09/28/2021	US Postal Service	DISTRICT SERVICES:T098 - Soil Tests	5314202 · Postage & Shipping	12.80
Bill Pmt -Check	20928	09/28/2021	A & L Western Agricultural Laboratories	DISTRICT SERVICES:T098 - Soil Tests	5314117 · Soil Testing	57.00
Bill Pmt -Check	20929	09/28/2021	All City Cleaning Services	UNRESTRICTED:W086 Implementation	5314104 · Janitorial Services	750.00
Bill Pmt -Check	20930	09/28/2021	Anchor QEA	RCO:R050 - ASRP Riverbend	5314100 · Professional Services	19,662.66

Type	Num	Date	Name	Funding Source	Account	Amount
Bill Pmt -Check	20931	09/28/2021	Blue Coast Engineering	RCO:R035 - ESRP Shore Friendly	5314100 · Professional Services	12,999.39
Bill Pmt -Check	20932	09/28/2021	Deschutes Law Group	UNRESTRICTED:W086 Implementation	5314101 · Legal Fees & Services	2,000.00
Bill Pmt -Check	20933	09/28/2021	Marguerite Abplanalp	Various	5314304 · Mileage	50.96
Bill Pmt -Check	20934	09/28/2021	Natural Systems Design	RCO:R040 - ASRP Independence	5314100 · Professional Services	18,430.12
Bill Pmt -Check	20935	09/28/2021	Northwest Marketing Resources, Inc		5312011 · Medical Benefits	44.50
Bill Pmt -Check	20936	09/28/2021	Northwest Meadowsclapes, LLC	DISTRICT SERVICES:T097 - Plant Sale	5313401 · Plants for Resale	1,842.50
Bill Pmt -Check	20937	09/28/2021	Sarah Moorehead_V	WSCC:W030 - Skookumchuck	5314304 · Mileage	152.32
Bill Pmt -Check	20938	09/28/2021	VSP - Vision Care		5312011 · Medical Benefits	110.57
Bill Pmt -Check	20939	09/28/2021	WA St Conservation Commission	UNRESTRICTED:A120-Vehicles	5314504 · Vehicle Leases	389.12
Bill Pmt -Check	20941	09/28/2021	WA St Dept of Veterans Affairs	WSCC:W030 - Skookumchuck	5314108 · Construction & Landscaping	4,843.28
Bill Pmt -Check	20942	09/28/2021	WA St Dept of Licensing	UNRESTRICTED:A120-Vehicles	5314902 · Organizational Dues & Licenses	1,394.85
Credit Card	9959	09/29/2021	Home Depot	WSCC:W030 - Skookumchuck	5314107 · Project Supplies	43.74
Credit Card	9923	09/30/2021	Crains Office Supply	TC510 - Riparian Streamside Allen	5314107 · Project Supplies	18.92
Credit Card	9928	09/30/2021	Harbor Freight	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	71.21
Credit Card	9933	09/30/2021	Home Depot	TC520 - Riparian Streamside Wasserman	5966601 · Equipment & Office Furniture	17.85
Credit Card	MC10998C	09/30/2021	Mail Chimp	DISTRICT SERVICES:T030 - District Comm	5314505 · Software Licenses	44.83

Washington State Conservation Commission

FORM 4: ADDENDUM

Conservation District: Thurston

GRANT PROGRAM: Livestock Technical Assistance

Overhead Rate: 25%

Submitted By: Sarah Moorehead
Email: smoorehead@thurstoncd.com

Total Grant Award: \$20,000.00

Intermediate Outcome #1: \$20,000.00

Provide TA to landowners with livestock in Thurston County.

Total of Intermediate Outcomes: \$20,000.00

**THIS INFORMATION
SENT ELECTRONICALLY**

-

**WSCC NRI Cost Share
Contract #17977**



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title:	RCO Agreement 20-1517R: Zangle Cove Bulkhead Removal		
Lead Staff:	Sarah Moorehead	Board Meeting Date:	10-28-2021
Goal of Presentation:	Decision <input checked="" type="checkbox"/>	Information <input type="checkbox"/>	Feedback <input type="checkbox"/>
Description/Background:	<i>Please provide a description or background of the project.</i>		
<p>This is the standard contract template from the Recreation and Conservation Office (RCO) to accept the funds for the Zangle Cove Bulkhead Removal project. This project was approved by the TCD Board earlier this year through RCO's Pre-authorization process.</p>			
Pros: Agreement meets strategic plan goals for restoring marine shoreline.		Cons: None.	
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>			
This is the funding agreement for the Board approved Zangle Cove project.			
Recommended Action:	<i>What decision do you recommend the board make?</i>		
Approval of the RCO Agreement 20-1517R: Zangle Cove Bulkhead Removal.			
Legal Review:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			
1. RCO Agreement 20-1517R: Zangle Cove Bulkhead Removal			

Project Sponsor: Thurston Conservation District
Project Title: Zangle Cove Bulkhead Removal

Project Number: 20-1517R
Approval Date: 07/01/2021

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 identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this 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 nearshore restoration project is located on a private residential waterfront property found at the mouth of Zangle Cove in Dana Passage. The construction-only project involves shoreline armor removal and riparian restoration to support resumption of natural coastal processes and expansion of nearshore habitat. Armor removal will allow natural coastal erosion to continue, which supports development of a healthier beach profile and facilitates sediment deposition. The project involves invasive weed removal and establishment of native marine riparian vegetation to benefit habitat for forage fish and salmon populations, among many other nearshore species. This project particularly hopes to support Puget Sound Chinook, Steelhead, Chum, and Coho populations, while surf smelt and sand lance forage fish populations will also benefit. The restoration project will result in removal of approximately 195 linear feet of marine shoreline armor (gabion, concrete, and tires) and beach nourishment to support forage fish habitat. After armor removal, the shoreline will be left in natural condition. In addition, a failed stairway and associated debris will be removed and replaced with a low-impact stairway to preserve beach access for the landowners, for project tours, and for volunteers who will help restore the site by planting native marine riparian vegetation. The entire slope and shoreline will be treated for invasive weeds and will be replanted with native species to improve habitat and shade conditions along the upper beach.

PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2021 (project start date) and ends on December 31, 2023 (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 attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this restoration project, the Sponsor's long-term obligations for the project area shall be for a minimum of ten (10) years, or more as specified in the Landowner Agreement, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$79,151.00. 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 - ESRP Small Projects	70.00%	\$79,151.00	State
Project Sponsor	30.00%	\$33,922.00	
Total Project Cost	100.00%	\$113,073.00	

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 the Agreement, such information 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. "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:

- ESRP Small Grants Program Manual
- Long Term Obligations - Manual 7
- 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

Special Condition #1: Cultural Resources-Survey Required*

This agreement requires compliance with Executive Order 21-02. RCO has completed the initial consultation for this project and a cultural resources survey is required to evaluate areas slated for future restoration actions. RCO will withhold final payment on the contract until the Sponsor provides evidence of completion. In the event that archaeological or historic materials are discovered within the project area, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

*The sponsor may choose to conduct archaeological monitoring of geotech investigations, which may be used to direct the need for additional subsurface investigations. The monitoring report must include findings and recommendations and must be submitted to RCO for review, before the survey requirement could be waived.

Special Condition #2: Incorporate "Attachment A" - Statement of Work (PRISM Attachment #486179) by reference here as an attachment to the project Agreement.

Special Condition #3: This project received \$79,151 of Estuary and Salmon Restoration Program (ESRP) funds through RCO project 20-1517 and \$30,922 of Salmon Recovery Funding Board (SRFB) funds through RCO project 21-1135 (WRIA 13 lead entity). The SRFB and ESRP funds are combined into a single contract 20-1517 for efficiency. The scopes of work for both program applications are the same. SRFB's minimum required match is 15% (\$16,961), which is fully met by the ESRP award. ESRP's required match is \$33,922 (including some non-state funding), which is met by the SRFB award and \$3,000 of additional sponsor match.

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

Kay Caromile
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
kay.caromile@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

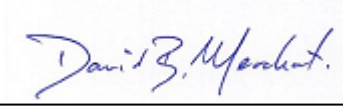
Unless otherwise provided for in this Agreement, this Agreement, for Project 20-1517, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within 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:** _____**Date:** _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: 06/01/2021

Project Sponsor: Thurston Conservation District
Project Title: Zangle Cove Bulkhead Removal

Project Number: 20-1517R
Approval Date: 07/01/2021

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Restoration Metrics

Worksite #1, Restoration Coordination and Implementation

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Steelhead-Puget Sound DPS

Targeted species (non-ESU species):

Forage Fish

Miles of Stream and/or Shoreline Treated or Protected (C.0.b):

0.08

400 linear feet of shoreline will be enhanced as a result of this project. 195 linear feet of armor will be removed.

Project Identified In a Plan or Watershed Assessment (C.0.c):

Alliance for a Healthy South Sound LIO Technical Team, 2015, Alliance for a Healthy South Sound 5-Year Ecosystem Recovery Plan, http://www.healthysouthsound.org/wp-content/uploads/2014/08/10-8_AHSS-Narrative.pdf Thurston Conservation District Lead Entity, 2004, Salmon Habitat Protection and Restoration Plan for Water Resource Inventory Area 13, Deschutes, https://salishsearestoration.org/images/c/ca/Thurston_CD_2004_WRIA_13_salmon_recovery_plan.pdf

Type Of Monitoring (C.0.d.1):

Implementation Monitoring

Estuarine / Nearshore Project

Total Amount Of Estuarine / Nearshore Acres Treated (C.9.b):

0.4

This includes the planting area along the shoreline as well as the areas of armor removal.

Debris removal (C.9.n.1)

Acres Treated for debris removal (C.9.n.2):

0.1

Estuarine plant removal / control (C.9.j.1)

Acres of Estuary Treated for plant removal/control (C.9.j.3):

0.3

Estuarine planting or native plant establishment (C.9.r.1)

Acres of Estuarine planting or native plant establishment (C.9.r.3):

0.4

Shoreline armor removal or modification (C.9.k.1)

Miles of Shoreline Treated for armor modification/removal (C.9.k.2):

0.08

Acres of Shoreline Treated for armor modification/removal (C.9.k.3):

0.1

Cultural Resources

Cultural resources

Architectural & Engineering

Architectural & Engineering (A&E)

Project Sponsor: Thurston Conservation District
Project Title: Zangle Cove Bulkhead Removal

Project Number: 20-1517R
Approval Date: 07/01/2021

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	07/01/2021	
	Restoration Started	10/01/2021	Weed control
	Restoration Started	10/31/2021	Planting
	Preliminary Design to RCO	11/01/2021	
	Progress Report Due	12/31/2021	
	Final Design to RCO	12/31/2021	As-built drawings or project documentation attached in PRISM (including depiction of area planted and treated for weeds), if constructed project differs from final design
	Landowner Agreement to RCO	12/31/2021	
	Cultural Resources Complete	12/31/2021	Survey/Monitoring required, see special condition #1. If a federal permit is required, RCO will defer to the USACE for areas within their jurisdictional authority.
	Special Conditions Met	12/31/2021	Ensure compliance with scope of work
	Final Design to RCO	01/07/2022	
	Applied for Permits	01/31/2022	
	Permits Complete	05/31/2022	
	Bid Awarded/Contractor Hired	06/01/2022	Bid and Contract Documents attached in PRISM
	Progress Report Due	06/30/2022	
	Annual Project Billing Due	07/31/2022	
	Restoration Started	08/31/2022	construction
	Progress Report Due	12/31/2022	
	Progress Report Due	06/30/2023	
	Annual Project Billing Due	07/31/2023	
	RCO Final Inspection	11/30/2023	
	Restoration Complete	12/31/2023	construction
	Restoration Complete	12/31/2023	Weed control and planting
	Agreement End Date	12/31/2023	PROJECT CLOSING. All expenditures must be prior to this date.
	Other	12/31/2023	Public communication plan to be coordinated with the Shore Friendly South Sound team
	Other	12/31/2023	Summary of completed outreach and developed outreach material
	Final Report Due	12/31/2023	As-built drawings or project documentation attached in PRISM, if constructed project differs from final design
	Funding Acknowl Sign Posted	12/31/2023	RCO has small metal signs available for use upon request
	Final Billing Due	02/28/2024	

Project Sponsor: Thurston Conservation District
Project Title: Zangle Cove Bulkhead Removal

Project Number: 20-1517R
Approval Date: 07/01/2021

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 09/16/2021.

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 delivered to and paid by RCO.
- Documents affecting 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.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

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. Part 200 (as updated)).

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.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

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 CFR 200 (as updated)). 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.

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 delivered to and paid by RCO.
- Documents affecting 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. Part 200 (as updated)) 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.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and/or enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

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. Part 200 (as updated). 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. Part 200 (as updated)). 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. Part 200 (as updated)). 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.
 - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend

at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- 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. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) 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 21-02 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 records 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 request reimbursement only 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
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

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, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, 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 and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's 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, carbon sequestration, 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 or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
- 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

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.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
- 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
- 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this

Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the

Architectural Barriers Act, as amended and updated.

- 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

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, at its discretion, 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 (as

updated).

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 and 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 due to Sponsor's breach of the Agreement or other violation of law, 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 repayment 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 costs and attorneys' fees.

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 and agrees to venue as set forth above.

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 STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

Estuary and Salmon Restoration Program (ESRP)
Salmon Recovery Funding Board, WRIA 13 (SRFB)
Restoration Project

Zangle Cove Bulkhead Removal

ESRP # 20-1517

Statement of Work

July 1, 2021

Note that the project milestones and individual task costs below are estimates and subject to change.

PURPOSE

Larger Project Overview (if this agreement will fund only a portion of the overall project effort)

This grant contributes to implementation of a restoration project developed through the Shore Friendly Thurston program, an NEP/ESRP funded effort. Project implementation is funded with ESRP funds awarded through RCO project 20-1517, WRIA 13 Salmon Recovery Funding Board funds awarded through RCO project 21-1135, as well as funds provided by the property owner. The SRFB and ESRP funds are being combined into a single contract 20-1517 for efficiency. The scopes of work for both program applications are the same. SRFB's minimum required match is 15% or \$16,961, which is fully met by the ESRP award. ESRP's required match is \$33,922 (including some non-state funding), which is met by the SRFB award and \$3,000 of additional sponsor match.

Agreement Scope (what will be achieved under THIS agreement)

This nearshore restoration project is located on a private residential waterfront property found at the mouth of Zangle Cove in Dana Passage. The construction-only project involves shoreline armor removal and riparian restoration to support resumption of natural coastal processes and expansion of nearshore habitat. Armor removal will allow natural coastal erosion to continue, which supports development of a healthier beach profile and facilitates sediment deposition. The project involves invasive weed removal and establishment of native marine riparian vegetation to benefit habitat for forage fish and salmon populations, among many other nearshore species. This project particularly hopes to support Puget Sound Chinook, Steelhead, Chum, and Coho populations, while surf smelt and sand lance forage fish populations will also benefit. The restoration project will result in removal of approximately 195 linear feet of marine shoreline armor (gabion, concrete, and tires) and beach nourishment to support forage fish habitat. After armor removal, the shoreline will be left in natural condition. In addition, a failed stairway and associated debris will be removed and replaced with a low-impact stairway to preserve beach access for the landowners, for project tours, and for volunteers who will help restore the site by planting native marine riparian vegetation. The entire slope and shoreline will be treated for invasive weeds and will be replanted with native species to improve habitat and shade conditions along the upper beach.

GOALS & OBJECTIVES

Goals:

The project goals are (1) to increase the quantity and quality of nearshore habitat for migrating juvenile salmonids and spawning forage fish and (2) to support natural coastal processes by removing unnecessary shoreline armor. The project will improve nearshore habitat to benefit Fall Chinook, Fall Chum, Coho, and Winter Steelhead as well as Surf smelt and other forage fish.

Objectives:

- 1) Restore natural coastal processes and beach to upland connectivity by removing 195 linear feet of bulkhead, tires, and debris from the nearshore at the mouth of Zangle Cove by winter 2023.
- 2) Improve nearshore shading by at least 30% and enhance food web supply in the treated area by removing approximately 10,000 SF of invasive weeds and establishing native vegetation that will overhang the beach within 5 years of funding (up to 0.3 acres) by winter 2023.
- 3) Implement beach nourishment as required by final design/habitat assessment (up to .03 acres)

FUNDING

ESRP AWARD:	\$ 79,151
SRFB AWARD (MATCH):	\$ 30,922
SPONSOR MATCH:	\$ 3,000
TOTAL PROJECT:	\$113,073

AGREEMENT MILESTONES:

START DATE: July 1, 2021

END DATE: Work on this project must be completed by–December 31, 2023

TASKS & DELIVERABLES

Task 1: Grant Management, Progress Reporting & PRISM Final Report

Description: General grant administration and management for this task includes but is not limited to maintenance of project records; submittal of payment vouchers (at least one/year), progress reports via PRISM Online (at least two/year); and submittal of final report and required deliverables via PRISM Online.

Deliverables:

Number	Deliverable	Completion date
1.1	PRISM progress reports that describe accomplishments, project status, and any delays or concerns (Submit 2/yr)	June and December, each year
1.2	PRISM Final Report – complete data entry and narrative report describing work done, outreach accomplished, recommendations for future work	December 31, 2023

Estimated Cost (including match): \$2,367 (breakdown estimate: \$2,367 ESRP)

Task 2: Project Coordination, Design, Permitting, and Contracting

Description: This task includes project management; submission of copies of construction designs/plans and permits, oversight of bidding and contracting; landowner coordination, and coordination of site preparation for construction.

Cultural Resources: This agreement requires compliance with Executive Order 21-02. RCO has completed the initial consultation for this project and a cultural resources survey is required to evaluate areas slated

for future restoration action*. RCO will withhold final payment on the contract until the Sponsor provides evidence of completion. In the event that archaeological or historic materials are discovered within the project area, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

*The sponsor may choose to conduct archaeological monitoring of geotech investigations, which may be used to direct the need for additional subsurface investigations. The monitoring report must include findings and recommendations and must be submitted to RCO for review, before the survey requirement could be waived.

Subtasks and timeline:

July 1-December 31, 2021

- Final design anticipated by December 2021; permits will be submitted as well.

January 1, 2022-December 31, 2023

- The project will be advertised for construction in spring 2022 or spring 2023, depending on timing of permit receipt.

Deliverables:

Number	Deliverable	Completion date
2.1	Public communication plan to be coordinated with the Shore Friendly South Sound team	December 31, 2023
2.2	<u>ESRP Landowner Agreement</u> , or equivalent	December 31, 2021
2.3	Cultural Resources Compliance	December 31, 2021
2.4	Draft Design Plans to RCO for review	November 1, 2021
2.5	Final Design Plans and Specifications attached in PRISM	January 7, 2022
2.6	Bid and Contract Documents attached in PRISM	June 1, 2022 (This may shift if we don't get permits for construction in 2022)

Estimated Cost (including match): \$5,050 (breakdown estimate: \$5,050 ESRP)

Task 3: Project Construction

Description: This task includes engineering oversight of construction, site stake out, and construction contract management and execution. It also includes final project sign-off, including as-built drawings/survey. If required, cultural resource monitoring during construction and will be included in this task.

Deliverables: completed restoration construction project; As-built documentation, photos, and any required contract management, construction, and cultural resource monitoring or construction-related documents.

Subtasks and timeline:

- **Begin Construction late summer 2022 or summer 2023**

- **Construction Complete December 31, 2023**

Deliverables:

Number	Deliverable	Completion date
3.1	Photos of completed project attached to PRISM	December 31, 2023
3.2	As-built documentation attached in PRISM (if the constructed project differs from the final design)	December 31, 2023
3.3	ESRP funding acknowledgement sign posted on site	December 31, 2023
3.4	Cultural monitoring report, if required	December 31, 2023

Estimated Cost (including match): \$75,957 (breakdown estimate: \$64,128 ESRP, \$8,829 SRFB, and \$3,000 Sponsor Match)

Task 4: Invasive Control and Riparian Revegetation

Description: TCD will oversee invasive control and planting activities, with volunteer involvement, if feasible.

Subtasks and timeline:

October 2021-April 2022

- Commence invasive control; preliminary restoration planting.

March 2022-December 2023

- Continued invasive control; restoration planting completed.

Deliverables:

Number	Deliverable	Completion date
4.1	Site map depicting area of invasive control and planting area, with planting details (.e.g, planting plan, plant lists)	December 31, 2021
4.2	Photos and description of volunteer involvement with planting restoration, if feasible	December 31, 2023

Estimated Cost (including match): \$ \$29,698 (breakdown estimate \$7,605 ESRP, \$22,093 SRFB)

Task 5: Post-Project Site Stewardship and Publicity

Description: This task includes post-construction implementation monitoring, plant maintenance, and project publicity.

Subtasks and timeline:

July 1, 2021 – December 31, 2023

- Project promotion in conjunction with Shore Friendly Thurston and Shore Friendly South Sound program partners, including social media, tours if feasible, and other activities.
- TCD staff site visits for periodic project monitoring post-construction with photo-documentation.

Deliverables:

Number	Deliverable	Completion date
5.1	Summary of completed outreach and developed outreach material	December 31, 2023

Estimated Cost (including match): \$0 (included in Task 1)

Item

5

Washington Association of Conservation Districts and
National Association of Conservation Districts Updates*
for
Thurston Conservation District Board Meeting, October 28, 2021

NACD

- A. Districts now have an option of **insurance** through NACD via Mercer starting on October. 4. See additional info in 9/14 [eResource](#). Information [here](#).
- B. [NACD's Annual Meeting](#) is scheduled for February 12-16, 2022 in Orlando, Florida. Currently scheduled as an in-person meeting, links for registration and hotel reservations can be found on [NACD's annual meeting webpage](#). NACD is accepting proposals for breakout sessions at the 2022 Annual Meeting. Learn about submitting a proposal [here](#).
- C. **Sunsetting Policies – November 5, 2021 Deadline – [Sunsetting Policy Challenge LINK](#)**. The Board-approved sunset process removes policies after five years unless challenged. **Only NACD Board of Directors members** may challenge the sunset of policies. Policies scheduled to sunset may be found on the [Board of Directors webpage](#).
- D. **Bylaw Amendments – December 10, 2021 Deadline**. Proposed by-law amendments are considered at the next full Board Meeting. Proposed amendments must include the date or time at which the amendment would become effective if adopted. Any bylaws amendments to jeremy-peters@nacdn.org. Bylaws can be found on the [Board of Directors webpage](#).
- E. **Resolutions – December 31, 2021 Deadline – [Resolutions Submissions LINK](#)**. The policy development process via resolutions is described on the [Board of Directors webpage](#).
- F. **Organizational changes**. Two positions were created to be involved in day-to-day operations. Three positions are currently vacant: government affairs lead, communications director, and membership director.
 - 1. Chief operating officer – Karla Maldonado was promoted to this position.
 - 2. Chief programs officer – Jan Nelligan has been hired and will have overlap with Rich Duesterhaus who will fade to a less engaged role.
- G. **NACD 2022 Summer Meeting** will be in San Juan, Puerto Rico, July 16-19, 2022. Details to be determined. Check the [NACD Events](#) page for information to be posted.

NACD Pacific Region Items

Ideas and suggestions for annual work plan due to Pacific Region representative Ariel Rivers on October 14. Items will be assimilated and discussed at the next Pacific Region Zoom meeting, 11/2 at 4:00 PM Pacific.

WACD

- 1. **WACD Board work session**. Starts at 6 PM on 10/18. **Zoom Link** - <https://us02web.zoom.us/j/82906104149>
- 2. **WACD Annual Meeting**. Registration for the 2021 WACD annual conference in November is now open at: <https://hub.wadistricts.org/annual/2021meetings/conference/>. The cost will be the same as last year: \$50 per person or \$150 per organization. Webinar sessions are scheduled for Tuesdays, Thursdays, and Saturdays with a business meeting in-person on 11/30.
- 3. **WACD SW Area Meeting**. Held October 13 and hosted by Grays Harbor. WACD will be collating meeting information for area associations at this URL: <https://hub.wadistricts.org/annual/2021meetings/areas/> Two new SW Area Directors: Lisa Zaborac (GHCD) and Marshall Stowe (Wahkiakum).
- 4. **Resolutions** – Our Thurston resolution on establishing a sustainable funding committee was passed at both the SW and NW Area meetings. <https://hub.wadistricts.org/annual/2021meetings/areas/#resolutions>
- 5. **WACD Committee work** - WACD added products from the Committee on Diversity, Equity, and Inclusion and the Joint Committee on Elections under the **Committees** tab. at: <https://hub.wadistricts.org/annual/2021meetings/areas/#committees>

*As of October 14, 2021. Note highlighted hyperlinks.

L:\Thurston CD\2021\Board Mtgs-Work Sessions\10-28-21 Thurston CD Board Mtg\10-28-21 WACD-NACD update for TCD Board.docx

WACD DEI Committee Report

Executive Summary:

The DEI Committee was created to provide guidance and recommendations on how to implement the proposed items in Resolutions 2020-05 and 06. A Charter was developed prior to convening the Committee members, who were selected and appointed as a representative group of WACD member CD's. The Committee began meeting in May and had their final meeting in September. Over the course of their meetings, the committee members were able to develop recommendations that they believe will ultimately support all of the work that CDs do, and benefit their communities. The Committee reached consensus in providing the recommendations below.

Committee members:

- **North Central Area**
 - Craig Nelson – Okanogan Conservation District
- **Northeast Area**
 - Elsa Bowen – Lincoln County Conservation District
 - Alex Case-Cohen – Pend Oreille Conservation District
- **Northwest Area**
 - Linda Lyshall – Snohomish Conservation District
 - Chris Porter – King Conservation District
- **South Central Area**
 - Mike Tobin – North Yakima Conservation District
- **Southeast Area**
 - Annie Byerly – Walla Walla County Conservation District
 - Mary Collins – Palouse Conservation District
- **Southwest Area**
 - David Iyall – Thurston Conservation District
 - Mike Nordin – Grays Harbor and Pacific Conservation Districts
- **Natural Resources Conservation Service**
 - Nick Vira (advisor to the Committee)

- **Washington State Conservation Commission**
 - Bill Eller (advisor to the Committee)
- **Additional representatives of districts that sponsored DEI resolutions:**
 - Jeanette Dorner (Pierce CD)
 - Sue Marshall (Clark CD)
- **Committee Staff**
 - Ryan Baye
 - Tom Salzer

Facilitators:

- Sarah Dryfoos, {R}evolution Lab
- Dr. Cindy Caldwell, DEI Management

Original Recommendations from 2020-06

1 – Help conservation districts to work with underrepresented communities in their service area to understand what natural resource concerns are important to them and to find ways to incorporate those natural resources concerns into the conservation district's book of business.

2 – To encourage conservation districts to prioritize equity in the services they offer and in employment decisions.

3 – That the Commission and WACD organize annual diversity, equity, and inclusion seminars that are made available to all Conservation District Supervisors and Managers.

4 – That WACD and the Commission work with districts to make elections more public and to ensure that communities of color are engaged around elections.

5 – That the commission recruits and retains a diversity, equity, and inclusion (officer) coordinator/position that will work with the election's officer to promote engagement of communities of color across the state and address the disparity gap around services and elections.

6 – That WACD asks conservation districts and the Washington State Conservation Commission to take actions to encourage more diversity in conservation district supervisor positions both elected and appointed.

RECOMMENDATIONS

The Committee developed recommendations for implementation over a three-year timeline to account for staff and organizational capacity:

Year 1

- A. WACD to compile, and make available to interested conservation districts, a list of resources and best practices for equity, community engagement, and outreach with underrepresented communities.
- B. WACD will develop a central repository where member conservation districts can access resources, tools, and best practices.
- C. WACD to engage with The State Office of Equity and learn what existing support WACD and conservation districts may be able to receive from the State.

Year 2

- D. WACD can work to identify and secure funding opportunities for community engagement and education staff for conservation districts.
- E. WACD to establish relationships with organizations representing underserved communities so that offers of services and employment are more welcome when shared.
- F. WACD to consider how to increase community involvement and inclusion in conservation district elections and work with the Conservation Commission and WACD Board of Directors to make recommendations for improvement.

Year 3

- G. WACD to conduct an organizational EDI assessment that addresses culture and structure with support from external consultants who use the assessment as a capacity building exercise. The assessment will include a report of recommendations of ways to improve the culture and reduce barriers for diverse employees/members to participate. The process will also train WACD employees in how to conduct similar assessments for conservation districts who are interested. WACD can then conduct EDI assessments for interested districts.

Additional recommendations that were not approved by the Committee at this time:

These recommendations were considered by the Committee but were not approved. They are included in this summary so that they may be considered at a later date.

- H. Underrepresented or underserved will be defined – all conservation districts will use a standard definition that can be applied uniquely by each individual district
- I. WACD to offer best practices in reducing bias in the hiring process, job application templates etc.
- J. WACD to define what it means to prioritize equity in the hiring process
- K. WACD can make connections with local, regional, and national job boards to increase applicant pool for local conservation districts when positions are open
- L. WACD to host a speaker series of people engaged in conservation EDI to share innovative and effective programs/initiatives
- M. WACD to host an annual meeting that highlights EDI or has an EDI track
- N. WACD to use existing communication channels (newsletters, Resource Hub on the website, etc.) to spotlight why EDI benefits conservation districts. Including links to movies, books, podcasts, and other relevant resources.
- O. WACD to conduct an annual survey of all membership on their specific needs as districts and their community's needs (or include this in an existing survey). WACD will then share this information back to members
- P. WACD to create "resource hubs" (potentially even a slack channel) where member conservation districts s can request information, capacity, resources etc. ***Joint purchasing? Could a Community Engagement employee be housed at WACD and serve all conservation districts who need additional support?
- Q. WACD to work with the Conservation Commission to conduct an elections assessment to identify barriers of engagement and develop recommendations for changing how elections are conducted to reduce barriers to participation
- R. WACD to help market open positions with statewide partners, including colleges, trade schools, job boards, city governments, chambers of commerce and other potential partners to spread the word.
- S. WACD and the Commission work with districts to make elections more public and to ensure that communities of color are engaged around elections and that supervisors engage in activities within communities of color that are not necessarily related to conservation to form strong connections

- T. WACD to identify additional resources to advance the work of the resolutions
- U. WACD develops a job description for the EDI position, based on conservation district input (survey) to ensure the position fulfills functions needed most by membership
- V. WACD develops a long-range strategic plan that explicitly weaves EDI into the ongoing work, to ensure sustainability and embed EDI into all facets of the organization
- W. The Committee includes a provision that funding will come from additional sources, rather than existing funding to support the recommendations put forth.
- X. WACD can host a quarterly meeting to explore best practices in community engagement and inclusion
- Y. WACD to share survey templates for community engagement that can be used by conservation districts in the resource library

Item

8

Proposed 2022 Unrestricted Budget



	Account Name	2021 Mid-Year Revised Budget	2022 Proposed Budget	Difference	Notes
1	Income	875,144	876,496	1,352	
2	3431100 · Retail Sales	38,234	55,000	16,766	
3	Food Production and Consumption	2,000	2,000	0	
4	3411140 · Poultry Equipment Rentals	2,000	2,000	0	
5	Soil Conservation and Health	4,500	5,525	1,025	
6	3431130 · Soil Testing	3,500	4,800	1,300	
7	Soil Health Equipment Rental	1,000	725	-275	
8	Community Outreach and Education	30,709	46,500	15,791	
9	3431110 · Plant Sales	30,709	46,500	15,791	
10	TCD Swag Shop	0	0	0	
11	Other Retail Income	1,025	975	-50	
12	3670000 · Contributions Private	0	0	0	
13	3431120 · Rental Income	900	800	-100	
14	3611100 · Interest Income	125	175	50	
15	3300000 · Grant Revenue	175,242	117,823	-57,419	
16	3340000 · State Grants	175,242	117,823	-57,419	Using the entire FY22 Implementation budget in 2021. Includes the entire expected FY23 Implementation grant; spending cannot begin until after July 1, 2022.
17	3685201 · Rates and Charges	554,668	554,668	0	
18	Overhead	107,000	149,005	42,005	
19	5314999 · Overhead Allocation	100,000	139,505	39,505	
20	5966699 · Vehicle Allocation	7,000	9,500	2,500	
21	Cash Surplus / 2021 Carry Overs	60,000	31,500	-28,500	Represents the carry over income from the 2021 Budget to cover half of the Audit expense (\$3,500) and half of the CEC Feasibility Study expense (\$28,000).
22	Program Allocation	357,386	362,553	5,167	
23	Local Food Production and Consumption	13,000	14,000	1,000	
24	Poultry Equipment Rentals	13,000	14,000	1,000	
25	Producer Support & Preservation and Expansion of Working Lands	58,000	22,300	-35,700	
26	TCD VSP	40,000	0	-40,000	Budget has been moved to Conservation TA
27	Working Lands Preservation Initiative	13,000	22,300	9,300	
28	Food System Support	5,000	0	-5,000	No funding from WSCC.
29	Water Quality & Quantity and Protection & Restoration of Ecosystems	23,359	5,000	-18,359	
30	TCD Habitat Cost Share	0	5,000	5,000	
31	Restoration Projects	13,097	0	-13,097	Budget has been moved to Conservation TA
32	CTA Orca Recovery	10,262	0	-10,262	No funding from WSCC.
33	Soil Conservation and Health	37,553	49,000	11,447	
34	Soil Health Testing	35,553	45,000	9,447	
35	Soil Health Equipment Rental	2,000	4,000	2,000	
36	Community Outreach and Educaiton	110,722	127,300	16,578	
37	Awards Ceremony	1,500	0	-1,500	Budget has been moved to District Communications
38	District Communications	69,569	71,800	2,231	Includes Harvest Festival
39	Plant Sale	30,653	46,500	15,847	
40	Elections	9,000	9,000	0	
41	Adult and Youth Conservation Education	46,300	52,453	6,153	

	Account Name	2021 Mid-Year Revised Budget	2022 Proposed Budget	Difference	Notes
42	South Sound Green	46,300	46,300	0	
43	Teens in Thurston Volunteer Program	0	4,153	4,153	Includes TCD Swag Shop expenses.
44	Envirothon	0	2,000	2,000	
45	Climate Change Adaptation & Mitigation and Other Combined Priorities	68,452	92,500	24,048	
46	Conservation TA	36,675	92,500	55,825	Includes TCD VSP, Restoration Projects, and Conservation Project Administration
47	Conservation Project Administration	6,527	0	-6,527	Budget has been moved to Conservation TA
48	Engineering Program	25,250	0	-25,250	
49	Expense	502,758	470,443	-32,315	
50	Administrative Salaries & Benefits	206,241	224,373	18,132	
51	Professional Services	123,000	100,100	-22,900	
52	5314101 · Legal Services	25,000	27,000	2,000	
53	5314102 · Audit & Accounting	10,000	9,500	-500	Includes half of the expense (\$7k) for the 2019-2020 audit, which is expected to begin in the autumn of 2021. Also includes the \$2,000 for DocuSign/SmartSheet software.
54	5314103 · Computer Services	22,000	20,000	-2,000	
55	5314100 · Professional Services	10,000	5,000	-5,000	Includes FCS; assumes 2021 Salary Study will be paid in 2021
56	CEC Feasibility Study	56,000	28,000	-28,000	Includes half of the expense for the Feasibility Study, which is expect to begin in September 2021
57	JEDI Work	0	10,600	10,600	
58	Facility, Vehicles and Maintenance	133,317	98,600	-34,717	
59	5314104 · Janitorial Services	8,000	8,000	0	
60	5314501 · Office Rent	50,000	50,000	0	
61	5314700 · Utilities	10,000	8,000	-2,000	
62	5314503 · Equipment Leases	3,000	3,000	0	
63	5314504 · Vehicles	35,000	5,000	-30,000	
64	5314200 · Communications	11,000	10,400	-600	
65	5313102 · Photocopier Usage	1,500	700	-800	Reduction in photocopier usage and paper processes
66	5354800 · Repairs & Maintenance	2,500	2,500	0	Includes vehicle and office equipment repairs & maintenance; Rental Equipment maintenance is captured in the Program Allocations.
67	Computer Hardware Purchases	4,817	4,500	-317	
68	Computer Software	4,000	5,500	1,500	
69	Equipment & Office Furniture	3,500	1,000	-2,500	
70	Supplies	12,200	12,450	250	
71	5313101 · Office Supplies	3,000	4,000	1,000	
72	5314202 · Postage & Shipping	1,000	700	-300	
73	5314901 · Meetings & Events	200	0	-200	These expenses will be captured in District Communications.
74	5314902 · Organizational Dues & Licenses	7,500	7,750	250	NACD, WACD, TRPC, WCS, MRSC, WACD SW, Vehicle Licenses
75	Board Meeting Snacks	500	0	-500	
76	Conferences, Training and Travel	7,000	7,600	600	
77	5314302 · Staff Conference & Training Fees	3,000	2,000	-1,000	
78	Board Conference and Training Fees	1,500	1,000	-500	
79	5314300 · Staff Travel	2,000	4,100	2,100	Includes all vehicle fuel purchases that are off-set by the Vehicle Allocation income (Line 20). Also, includes staff travel for administrative tasks - like getting checks signed.
80	Board Travel	500	500	0	

	Account Name	2021 Mid-Year Revised Budget	2022 Proposed Budget	Difference	Notes
81	Insurance and Banking	21,000	27,320	6,320	
82	5314110 · Bank Fees & Interest Charges	500	500	0	
83	5314600 · Liability Insurance Premiums	20,000	26,320	6,320	
84	5314111 · Late Fees & Penalties	500	500	0	
85	Savings	75,000	75,000	0	
86	Reserve Fund	37,500	37,500	0	Brings the Reserve Fund balance up to \$205,129.
87	Conservation Education Center Savings Plan	37,500	37,500	0	Brings the CEC balance up to \$95,000.
88	Net Income (Surplus or Deficit)	-0	-0	0	

Item

10



Conservation and Education Center

The Thurston Conservation District is embarking on an exciting project – to develop a Conservation and Education Center for our community to learn, connect and grow in their stewardship of the land and resources!

Our vision for the Conservation and Education Center is to create a community gathering place where people can come together to learn through workshops and hands-on demonstrations, receive one-on-one support for their unique land management challenges, and ultimately be inspired to restore and conserve our shared resources for generations to come.



Who will benefit from our Conservation and Education Center?

Everyone! From farmers to food enthusiasts, K12 students to retirees, people living in our city centers to our rural countryside. Whether you're interested in farming and ranching, growing your own food, restoring wildlife habitat, taking care of the earth, planting trees, combating climate change or learning about our local landscape, there's room for everyone at our table!

When can we use our Conservation and Education Center?

See our 5 year development timeline below! Throughout this process, we'll rely heavily on feedback from community members and partners, stay up to date on our progress and opportunities to help us shape this community resource here: www.thurstoncd.com/CEC



MEMO

To: TCD Board of Supervisors

From: Nora Carman-White

Date: October 18, 2021

Subject: 2022 Elections



In this packet I've included a draft elections resolution and a summary of the key dates if that resolution and proposed date are used. I want to highlight a few things in particular:

- 1) We propose March 15th as the 2022 election date. This date gives us plenty of time to organize the election and is close to the election date we used in 2020 offering consistency to voters.
- 2) For the draft resolution, I have highlighted in yellow the specific dates that need to be selected; and I've highlighted in green the mechanisms for conducting the election that need to be selected. I have based the information included and the format of the resolution on the WSCC's example elections resolution.
- 3) Like last year, we propose a mail-in only election. This method is the way that the majority of voters have voted in the past, ensures the safety of poll workers and voters, and increases access for disenfranchised voters who may find access to a poll-site difficult. As in 2021, an in-person voting option will be made accessible during the last week of the voting period.
- 4) We will shortly reach out to the Thurston County Auditor's office to request their support, including polling officer ballot security training, signature verification, and access to poll-books. We will let you know what we hear from them ASAP.
- 5) We are required to have at least 2 polling officers who cannot be TCD staff, interns, or Board Supervisors. If the staff members from last year are not available, we will hire two polling officers and be sure to advertise the position through the Auditor's office so their seasonal employees know of the opportunity. We will keep you posted about our search for polling officers.
- 6) Staff proposes that Nora continues as the selected Election Supervisor for the 2022 election. Nora will delegate much of the work to Susan and will supervise and review all the proceedings. This is with the intent of passing off Election Supervisor duties to Susan in 2023. Delegation of Election Supervisor duties is permitted by the Elections WACs.
- 7) I'd like to remind you about some of the WACs that govern elections:
 - a. We do not have to advertise an 'intent to adopt' notice for the elections resolution.
 - b. Candidates do not need a nominating petition to have their name printed on the ballot.
 - c. If the incumbent is the only candidate who files paperwork the CD must still hold an election.
 - d. Write-in candidates who receive the majority of votes may serve as supervisors if they file candidate paperwork with the election supervisor within 28 days after the election and are found to be eligible to serve.

2022 Elections Timeline Proposal

Date/Person	Election Supervisor	Board of Supervisors	Polling Officers	Candidates	Public
11/18/2021		Pass the elections resolution			
11/19 & 11/25	Post notice of adopted resolution in newspaper				
11/19/21 - 1/21/22	Advertise candidate filing information			File candidate paperwork with ES	
1/21/2022	Verify candidate eligibility and submit candidate information to WSCC via EF1				
1/25/2022	Get ballots and ballot materials printed				
2/4/2022	Polling Officer training		Polling Officer training		
2/7/22-3/14/22	Advertise election and ballot requesting procedures				
2/7/2022 - 3/8/22			Fullfill Ballot requests by mail		Request ballots by phone and email and vote by mail or drop off in ballot box
3/7/22 - 3/11/22 & 3/14-3/15			Fullfill in person ballot requests and accept in person ballot drop offs		Request ballots in person and vote by mail or drop off in ballot box
3/15/2022	Election Day - all ballots must be returned/post-marked	Election Day - all ballots must be returned/post-marked	Election Day - all ballots must be returned/post-marked	Election Day - all ballots must be returned/post-marked	Election Day - all ballots must be returned/post-marked
3/15/22-3/28/22			Tabulate ballots at posted times		
By 3/29/22	Submit final paperwork to WSCC via EF2				

**November 18th is a preferred date for passing of the Resolution. To meet minimum advertising and notice deadlines it must be passed by Jan. 29th, but a secondary recommended date would be December 16th or sooner. A later passing date will result in a condensed timeline of advertising and ballot requesting.*



Thurston Conservation District RESOLUTION

Resolution #2021-xx
Subject: 2022 District Election

A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT, ESTABLISHING THE 2022 ELECTION DATE, TIME, LOCATION AND METHOD

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 Section 135-110 WAC,

It is RESOLVED that a **mail-in** election for an open position on the District Board of Supervisors will be held on **Tuesday, March 15th 2022**.

The elected position whose term is expiring in May 2022 is currently held by TJ Johnson.

Interested candidates must be registered voters who reside within the boundaries of the District. Candidates may be required to be landowners or operators of a farm, depending on the current composition of the District Board of Supervisors. **The filing deadline for candidates to file their candidate required information is January 21, 2022 at 4:30 pm.** Interested candidates must file their candidate required information at the following location: 2918 Ferguson St. SW, Suite A, Tumwater, WA 98512 (District offices) or by emailing the Election Supervisor at nwhite@thurstoncd.com a scanned copy of their candidate paperwork.

Eligible voters are registered voters who reside within the boundaries of the District. **The last day and time that voters can request ballots to be mailed to their mailing address for this election is March 8, 2022 at 4:30 pm** by contacting Thurston Conservation District at (360) 754-3588 or ballotrequest@thurstoncd.com. **Ballot requests can be made in person from March 7th thru March 11th from 8:00am to 4:30pm** at the Thurston Conservation District Office, 2918 Ferguson St. SW, Suite A, Tumwater, WA 98512. If a voter is returning a ballot by mail, the voter must account for the time it will take for the ballot to be returned to the district by mail. Ballots returned by mail must be post-marked no later than Election Day, March 15th 2021. **Ballots returned by other means must be returned to 2918 Ferguson St. SW Suite A, Tumwater, WA 98512 no later than 4:30pm on Election Day, March 15th, 2021.**

The election supervisor will be Nora Carman-White, Communications and Education Manager, Thurston Conservation District. Questions or concerns may be sent to nwhite@thurstoncd.com.

A conservation district supervisor is a public official who serves without compensation and who sets policy and direction for the conservation district. The published election procedures can be viewed at the District office and the website at www.thurstoncd.com, or from the Washington State Conservation Commission at www.scc.wa.gov

**ADOPTED AT A REGULAR BOARD MEETING BY THE BOARD OF THE THURSTON
CONSERVATION DISTRICT ON _____, 2021.**

TJ Johnson, Board Chair

Helen Wheatley, Vice Chair

Betsie DeWreede, Board Member

Doug Rushton, Board Member

David Iyall, Board Member

Attest:

Sarah Moorehead, Executive Director

DRAFT



2021 SW Area Meeting Update



Carol Smith, Executive Director

October 13, 2021

Overview

- Supplemental Budget Requests
- Elections
- Personnel
- COVID/Agency Operations
- Long-Range Strategic Plan

Plus...

- Awards!!!



Supplemental budget requests

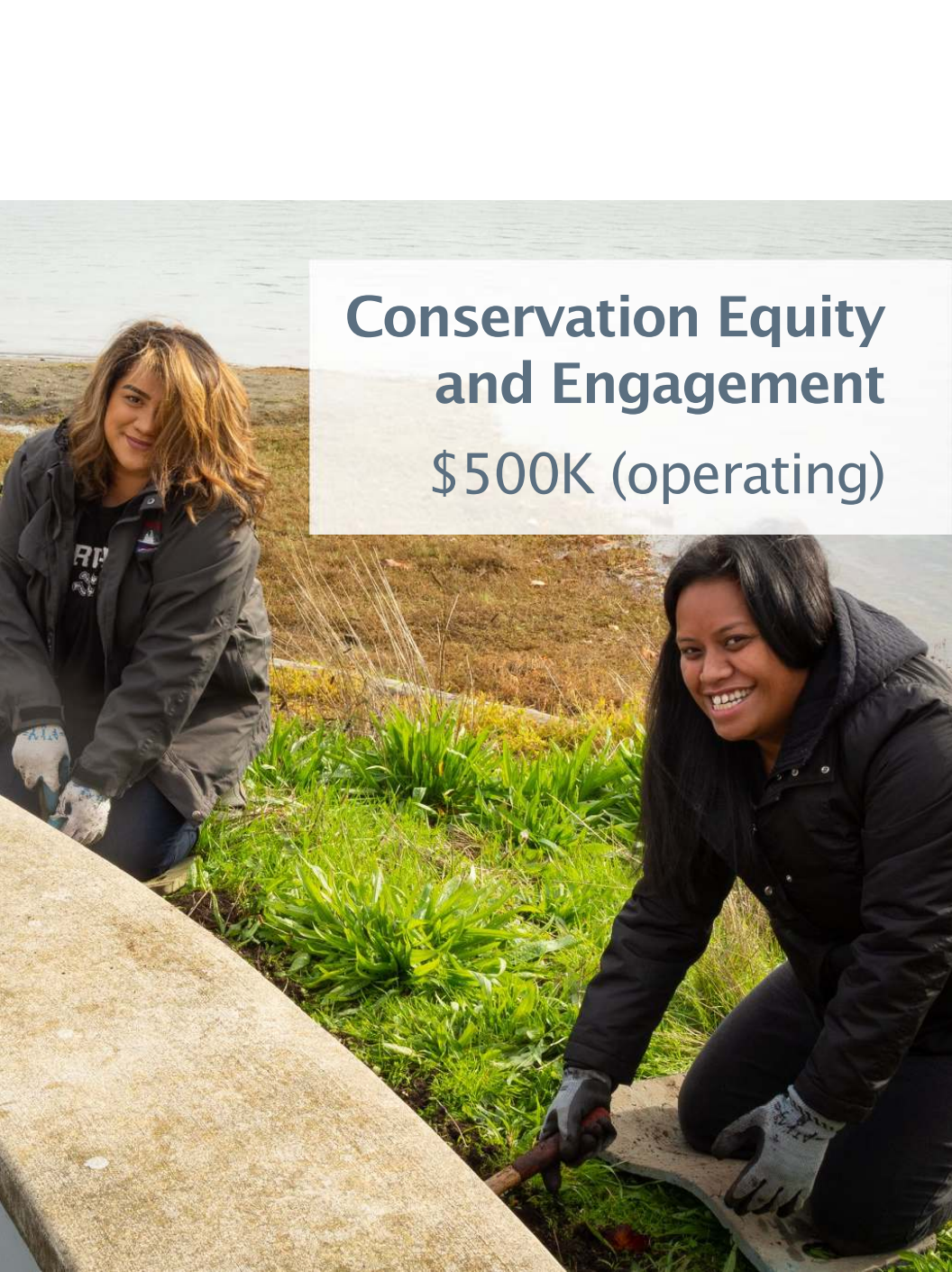




Sustainable Farms and Fields (SFF) \$2M (operating)

Purpose: Fund SFF Grant Program (created in 2020) that incentivizes farmers to use climate-smart practices to sequester carbon and reduce greenhouse gas emissions.

- Farmers/ranchers may receive free services (e.g., TA, climate-smart farm planning) and financial assistance for eligible projects, equipment, seed for cover crops, and other expenses.
- CDs and other public entities may apply for SFF grants to deliver grant-eligible activities.

A photograph of two women participating in a conservation activity. They are kneeling on a grassy bank next to a concrete structure, possibly a culvert or drainage ditch. The woman on the left is wearing a dark jacket and gloves, and the woman on the right is wearing a black jacket and gloves. They are both smiling at the camera. In the background, there is a body of water and a clear sky.

Conservation Equity and Engagement

\$500K (operating)

Purpose: Fulfill SCC statutory duty to provide equitable opportunities for Washingtonians to engage with our services and the services of CDs.

Two parts:

- I. Launch grant program to fund CD efforts to reach under-resourced communities.
- II. Conduct assessment of SCC to identify assets/challenges to providing equitable access to voluntary conservation and set priorities for agency Conservation Equity and Engagement Plan.



Farmland Protection and Land Access (FPLA)

\$2M (capital)

Purpose: Fund the FPLA program within the Office of Farmland preservation to address critical gaps and reduce inequitable access to farmland protection programs.

- FPLA is strategic complement to Farmland Protection and Affordability Investment (FarmPAI) program developed by WA State Housing Finance Commission.
- Provides source of conservation easement funding necessary to help finance FarmPAI projects.

Elections

Four-part recommendation from the JCE:

- I. Conduct elections every other year, rather than every year as done currently.
- II. Extend supervisor terms (for both appointed and elected) from the current three-year term to a four-year term.
- III. Conduct district elections during one Conservation Month.
- IV. Allow conservation districts the option to go on the general election ballot.

Read full JCE report: See September Commission Meeting materials on website (scc.wa.gov/commission-meetings)

Personnel

Welcoming Kirk Robinson as SCC Interim Executive Director!

Start date: October 18





Where are we with the search
for our new executive director?

Changes and additions to our team...



- IT Policy and Planning Manager
- Communications Consultant
- Administrative Assistant

COVID/Agency Operations

2022-2027 Strategic Plan Development

Invite CDs to contact us with additional ideas/comments on our plan through November 5.

For details, looks for GovDelivery announcement coming soon





Awards!





District of the Year:

- Pacific CD



District of the Year:

- Pacific CD

Special Recognition Awards:

- April Thatcher, Clark CD



District of the Year:

- Pacific CD

Special Recognition Awards:

- April Thatcher, Clark CD
- Lorenzo Churape, Grays Harbor CD



District of the Year:

- Pacific CD

Special Recognition Awards:

- April Thatcher, Clark CD
- Lorenzo Churape, Grays Harbor CD
- Kim Pham, Dept. of Veterans Affairs



Thank you!

Contact:

Carol Smith
Executive Director
csmith@scc.wa.gov
360-584-3184



CONSERVATION DISTRICTS
OF WASHINGTON STATE

your window to healthy lands

**Thurston Conservation District Board of Supervisors
Board Meeting Agenda
November 18, 2021 5:30pm-8pm**



Zoom Meeting Link:

<https://zoom.us/j/91658577844?pwd=cDgvaC9jcWRBU0luUFFHc1Irb3hLQT09>

Passcode: 2918

Meeting ID: 916 5857 7844
Call in: 1-253-215-8782

- | | |
|---|-------------------------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 5:30 PM
<i>5 minutes</i> |
| 2. Agenda Review | 5:35 PM
<i>5 minutes</i> |
| 3. Consent Agenda – Action Item
A. November 18, 2021 Board Meeting Minutes
B. Shore Friendly South Sound - Interlocal Agreement 21-23 Amendment | 5:40 PM
<i>5 minutes</i> |
| 4. Public Comment
*Three minutes per person | 5:45 PM
<i>10 minutes</i> |
| 5. Partner Reports (if present)
A. Natural Resources Conservation Service (NRCS), <i>Robin Buckingham</i>
B. Washington State Department of Ecology, <i>Alena Reynolds</i>
C. Washington State Conservation Commission (WSCC), <i>Jean Fike</i>
D. Washington Association of Conservation Districts (WACD), <i>Doug Rushton</i>
E. National Association of Conservation Districts (NACD), <i>Doug Rushton</i> | 5:55 PM
<i>15 minutes</i> |
| 6. Staff Presentation: TBD | 6:10 PM
<i>10 minutes</i> |
| 7. TCD Resolution #2021-xx: To Establish the 2022 Election Date, Time, Location & Method – Action Item | 6:20 PM
<i>10 minutes</i> |
| 8. 2022 Restricted Budget Development, All
A. 2022 Restricted Budget Proposal
B. Updated 2022 Unrestricted Budget Proposal (if needed) | 6:30 PM
<i>20 minutes</i> |
| 9. COVID-19 Update, Sarah Moorehead | 6:50 PM
<i>5 minutes</i> |

10. Governance, All – Action Item	6:55 PM
A. Conservation and Education Center Update	15 minutes
B. December 16, 2021 Board Meeting Agenda Development	
11. Board of Supervisor Reports, All	7:10 PM
	5 minutes
12. Executive Director Report, Sarah Moorehead	7:15 PM
	5 minutes
13. Closed Session: To Discuss Collective Bargaining Negotiations	7:20 PM
	15 minutes
<i>RCW 42.30.140(4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.</i>	
Adjourn	7:35 PM
	Time Allotment 2.5 hrs.

Important Dates

November

2 nd	WACD Annual Meeting: DEI In Conservation 11am – 1:30pm	Virtual
9 th	WACD Annual Meeting: Elections Reform & Resolutions 5pm – 7:30pm	Virtual
6 th	WACD Annual Meeting: Focus on Local Conservation 9am – 11:30am	Virtual
9 th	WACD Annual Meeting: Farm Bill & Legislature 11am – 1:30pm	Virtual
11 th	TCD Closed – Veteran’s Day	
13 th	WACD Annual Meeting: Focus on Boards 9am – 11:30am	Virtual
16 th	WACD Annual Meeting: WSCC on Water & MRSC 11am – 1:30pm	Virtual
18 th	TCD Board Meeting 5:30-8pm	Virtual (Zoom)
18 th	WACD Annual Meeting: WSCC Updates 5pm – 7:30pm	Virtual
20 th	WACD Annual Meeting: Cross-board Conservation 9am – 11:30am	Virtual
25 th	TCD Closed – Thanksgiving	
26 th	TCD Closed – Holiday	

December

16 th	TCD Board Meeting 5:30-8pm	Virtual (Zoom)
24 th	TCD Closed – Christmas (Observed)	

31st TCD Closed – New Year’s Eve (Observed)

Item

12

To: TCD Board of Supervisors
From: Sarah Moorehead (Executive Director)
Date: October 28th, 2021
Subject: Executive Director's Report



Priority Initiative Updates

Orca Recovery Day

On October 16th, TCD celebrated Orca Recovery Day with a hands-on volunteer restoration work part at Watershed Park in Olympia. Over 60 volunteers dedicated 228 hours of service to remove 1.6 acres of invasive species and plant 143 native trees and shrubs. Our team was joined by Thurston County Commissioner Tye Menser, and Tara Galuska, the Washington State Orca Recovery Coordinator. Thank you to our board, staff and community volunteers for their support in our combined efforts to restore habitat for salmon and southern resident orcas!



Building Equity in Education

South Sound GREEN and Nisqually River Education Project have received funding through NOAA BWET for the fourth year to bring a unique opportunity for training on Justice, Equity, Diversity and Inclusion (JEDI). Through a 2 year, 4 part JEDI training series, local environmental educators from Thurston ECO Network will contract with a local BIPOC educator and facilitator to increase awareness of and effectiveness in addressing issues of inequity, and better ensure equity and inclusion in environmental literacy programming.

Streamflow Restoration in the Chehalis Basin

One of TCD's collaborative projects was featured in a broader tour of projects funded through the Streamflow Restoration Act which focuses on restoring salmon habitat and preserving water for rural homes. This tour was organized to inform the Chehalis Basin Partnership about area projects, including: the Albany Street Stormwater Pond, the Scatter Creek Wildlife Recreation Area, Cozy Valley (TCD), and the Skookumchuck River. Tour participants learned about issues in the basin affecting streamflow and groundwater.



An article in the Chronicle, highlighting the tour, can be found here:
<https://www.chronline.com/stories/projects-tour-highlights-efforts-benefiting-streamflow-restoration-efforts-in-chehalis-basin,274108>

Upcoming Event!

How To Prepare For Emergencies On Your Farm

October 27 at 6:00pm

Register here: <https://www.communityfarmlandtrust.org/events.html>

TCD's Communications and Education Manager, Nora White, will speak at this upcoming virtual workshop presented by the Community Farmland Trust. Take time out of your busy schedule to prepare your family, farm, livestock, and pets for emergencies, safety issues, and health concerns on the farm including: Severe weather, Wildfires, Hazardous materials, Transportation, Power outages, Earthquake/tsunami, Civil disturbance, Threats, Snow, Flooding/mitigation, Climate/mitigation, Downed trees, Weather data and emergency alerts, Water/sewer, Well contamination and safety, Pandemic, Best emergency resources, Important supply kit items, Map your neighborhood and farm, AgrAbility: well-being in the workplace and reduce risk of secondary injury, Health and mental health resources and Suicide prevention.

District Operations

September 22rd 2021 Board Meeting Action Items

- 1. Supervisor Rushton will send out the WACD Resolution: Establishing a WACD Sustainable Funding Committee to southwest area conservation district directors for consideration.**

Completed.

Executive Director Annual Evaluation Timeline

As the end of 2021 approaches, we are beginning the Executive Director Annual Evaluation process. Below is the timeline approved by the TCD Board:

December:

- Executive Director will submit written self-evaluation to the Board two weeks prior to the December Board meeting. (By 12/2/2021)
- Board will discuss Executive Director's performance in Executive Session at December Board meeting. (12/16/2021)
- Executive Director will present self-evaluation and have conversation with the Board in executive session at December Board meeting. (12/16/2021)

January:

- Board Chair and Executive Director will meet to discuss Executive Director's Annual Performance Evaluation.
- Self-evaluation and Annual Performance Evaluation from Board will be included Executive Director's personnel file.

June:

- Board and Executive Director will have a mid-year check-in in Executive Session at the June Board meeting.

Monthly Staff Reports

Reminder – Monthly staff reports can be viewed electronically! The link to view monthly staff reports has been sent via email.